

Judge

**IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO
DIVISION OF DOMESTIC RELATIONS**

**JOANNA SULLIVAN
1315 Buck Run Road
Wilmington, Ohio 45177
DOB: 11/18/1985**

Plaintiff,

vs.

**BRENDAN SULLIVAN
1199 Durham Drive
Centerville, Ohio 45459
DOB: 02/23/1976**

Defendant,

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CASE NO. 2024 DR 00547

JUDGE: JENNIFER PETRELLA

**FINAL JUDGMENT AND
DECREE OF SHARED PARENTING**

This matter came for final non-contested hearing on the 6th day of June, 2025, before the Honorable Jennifer Petrella, and upon the joint request of both parties that an Order of Shared Parenting be granted. The Court finds that both parties received notice of the hearing and were present, with their respective counsel. The Court has had a thorough opportunity to review the Shared Parenting Plan submitted by the parties.

The Court therefore makes the following findings:

The Court determines that it is in the best interest of the minor child, Lucie Hope Sullivan, born, June 4, 2021, that an Order of Shared Parenting be adopted. The Court has considered the relevant factors outlined in Ohio Revised Code Section 3109.04 (F) (1) (a) through (j) as well as the factors enumerated in division A of Ohio Revised Code Section 3109.05 as well as the ability of the parents to cooperate and make joint decisions, the ability of the parents to encourage a sharing of love, affection and contact between the children and the parents and the other factors set forth in Ohio Revised Code Section 3109.04 (F)(2).

WHEREFORE, based on these findings of fact, the Court hereby adopts the Shared Parenting Plan proposed by the parties.


IT IS THEREFORE ORDERED that the parties' Shared Parenting Plan is approved pursuant to O.R.C. Section 3109.04 (D)(1)(a)(ii) and the parties are granted a Final Decree of Shared Parenting in accordance with said Plan attached hereto and incorporated herein.

IT IS SO ORDERED:



Joanna Sullivan, Plaintiff

Brendan Sullivan, Defendant

Tyrone P. Borger (0083274)
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Springboro, Ohio 45066
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Counsel for Plaintiff

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Counsel for Defendant

NOTICE OF FINAL APPEALABLE ORDER

Copies of the foregoing order, which may be a final appealable order, shall be served upon the parties by the Clerk in a manner prescribed by Civ. R. 5(B) within three days of entering this judgment upon the journal. The Clerk shall then note the service in the appearance docket pursuant to Civ. R. 58(B). Service shall then be deemed complete.

Clerk of Courts Date: _____

**CHILD SUPPORT COMPUTATION WORKSHEET
SOLE RESIDENTIAL/SHARED PARENTING
MONTGOMERY COUNTY**

Parent A: Joanna Sullivan	Parent B: Brendan Sullivan	Date: June 25, 2025
Case No.: 2024 DR 00547	SETS No.:	Order No.:
No. of Children of the Order: 1		

Parenting Arrangement	If a sole residential order, check one of the two boxes below:	
	<input type="checkbox"/> Parent A is residential parent; Parent B is obligor	<input type="checkbox"/> Parent B is residential parent; Parent A is obligor
	If a shared parenting order, check one of the two boxes below:	
	<input type="checkbox"/> Parent A is obligor	<input checked="" type="checkbox"/> Parent B is obligor

GROSS INCOME		PARENT A	PARENT B
1		Opt Wage Estimator <input type="checkbox"/> Use min wage	Opt Wage Estimator <input type="checkbox"/> Use min wage
		Income Annualizer Date: _____	Income Annualizer Date: _____
		YTD: 0.00	YTD: 0.00
		Freq: 1	Freq: 1
	Annual Gross Income (Figure must represent the sum of gross income inclusions and exclusions as described in Ohio Revised Code 3119.01(C)(12))	55,238.00	56,265.00
2	Annual Amount of Overtime, Bonuses and Commissions		
	a. Year 3 (3 years ago)	0.00	0.00
	b. Year 2 (2 years ago)	0.00	0.00
	c. Year 1 (last calendar year)	0.00	0.00
	3-year average	0.00	0.00
	"Reasonable expectation" (see Instructions)	0.00	0.00
	d. Income from overtime, bonuses, and commissions (Enter the lower of the average of Lines 2a, plus Line 2b plus Line 2c, or Line 2c)(See Instructions)	0.00	0.00
3	Calculation for Self-Employment Income		
	a. Gross receipts from business	0.00	0.00
	b. Ordinary and necessary business expenses	0.00	0.00
	c. 6.2% of adjusted gross income or actual marginal difference between actual rate paid and F.I.C.A. rate	0.00	0.00
	d. Adjusted annual gross income from self-employment (Line 3a minus Line 3b minus Line 3c)	0.00	0.00
4	Annual income from unemployment compensation	0.00	0.00
5	Annual income from workers' compensation, disability insurance, or social security disability/retirement benefits	0.00	0.00
6	Other annual income or potential income	0.00	0.00
7	Total annual gross income (Add Lines 1, 2d, 3d, 4, 5 and 6, If Line 7 results in a negative amount, enter "0")	55,238.00	56,265.00
8	Health insurance maximum (multiply Line 7 by 5% or 0.05)	2,761.90	2,813.25

Parent A: Joanna Sullivan		Parent B: Brendan Sullivan		Date: June 25, 2025	
Case No.: 2024 DR 00547		SETS No.:		Order No.:	
No. of Children of the Order: 1					
II. ADJUSTMENTS TO INCOME					
Adjustment for Other Minor Children Not of This Order. (Note: Line 9 is ONLY completed if either parent has any children outside of this order. If neither parent has any children outside of this order enter "0" on Line 9f and proceed to Line 10) For each parent:					
Enter the number of "other" children (NOT including children of this order)					
9	a. Enter the total number of children (including children of this order and other children)				
	b. Enter the number of children subject to this order				
	c. Line 9a minus Line 9b				
	d. Using the Basic Child Support Schedule, enter the amount from the corresponding cell for each parent's total annual gross income from Line 7 for the number of children in Line 9a	0.00		0.00	
	e. Divide the amount in Line 9d by the number in Line 9a	0.00		0.00	
	f. Multiply the amount from Line 9e by the number in Line 9c. This is the adjustment amount for other minor children for each parent.	0.00		0.00	
Adjustment for Out-of-Pocket Health Insurance Premiums					
10	a. Identify the health insurance obligor(s). (See instructions)	<input type="checkbox"/>		<input checked="" type="checkbox"/>	
	b. Enter the total, actual out-of-pocket costs for health insurance premiums for the parent(s) identified on Line 10a (See instructions)	0.00		0.00	
11	Annual court ordered spousal support paid; if no spousal support is paid, enter "0"	0.00		0.00	
12	Total adjustments to income (Line 9f, plus Line 10b plus Line 11)	0.00		0.00	
13	Adjusted annual gross income (Line 7 minus Line 12, if Line 13 results in a negative amount, enter "0")	55,238.00		56,265.00	
III. INCOME SHARES					
14	Enter Line 13 for each parent	55,238.00		56,265.00	
15	Using the Basic Child Support Schedule and the parent's individual income on Line 14, determine if the parent's obligation is located in the shaded area of the schedule. If the parent's obligation is in the shaded area of the schedule for the children of this order, check the box.	<input type="checkbox"/>		<input type="checkbox"/>	
16	Combined annual gross income (sum of Line 14)	111,503.00			
17	Income Share: Enter the percentage of parent's income to combined adjusted annual gross income (Line 14 divided by Line 16 for each parent)	49.54%		50.46%	
IV. SUPPORT CALCULATION					
Basic Child Support Obligation—Choose one of the following statutory methods for obtaining the support obligation when the annual income falls between the table's \$600 increments. The most common is Interpolate: <input type="checkbox"/> -Low; <input checked="" type="checkbox"/> -Interpolate; <input type="checkbox"/> -High <input type="checkbox"/> Use minimum order for cgl > \$336,000					
18	a. Using the Basic Child Support Schedule, enter the amount from the corresponding cell for each parent's adjusted gross income on Line 14 for the number of children of this order. If either parent's Line 14 amount is less than lowest income amount on the Basic Schedule, enter "960"	9,232.57		9,383.98	
	b. Using the Basic Child Support Schedule, enter the amount from the corresponding cell for the parent's combined adjusted annual gross income on Line 16 for the number of children of this order. If Line 16 amount is less than lowest income amount on the Basic Schedule, enter "960".	14,140.08			
	c. Multiply the amount in Line 18b by Line 17 for each parent. Enter the amount for each parent	7,006.00		7,135.08	
	d. Enter the lower of Line 18a or Line 18c for each parent, if less than "960", enter "960"	7,006.00		7,135.08	

Parent A: Joanna Sullivan				Parent B: Brendan Sullivan				Date: June 25, 2026				
Case No.: 2024 DR 00547				SETS No.:				Order No.:				
No. of Children of the Order: 1												
IV. SUPPORT CALCULATION CONTINUED												
PARENT A												
PARENT B												
Parenting Time Order												
19	a. Enter "Yes" for any parent granted parenting time under a court order that equals or exceeds 90 overnight visitations per year.								<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
	b. If Line 19a is checked use the amount for that parent from Line 18d and multiply it by 10% or 0.10, and enter this amount. If Line 19a is blank enter "0"								700.50		713.51	
20	Derivative Benefit (Child's benefit on behalf of a parent) Enter any non-means tested benefits received by the children subject to the order.								0.00		0.00	
Child Care (If neither parent has out of pocket child care costs, enter "0" on Line 21g for each parent)												
a. Annual child care expenses for children of this order (less any subsidies)												
	Child 1		Child 2		Child 3		Child 4		Child 5		Child 6	
b. Age												
c. Max Cost	0.00		0.00		0.00		0.00		0.00		0.00	
Parent	A	B	A	B	A	B	A	B	A	B	A	B
d. Actual	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
e. Lower	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	f. Enter total of Line 21e for children of this order								0.00		0.00	
Use American Rescue Plan Act 2021 values												
Federal child care credit table (%)												
Federal child care credit												
Ohio child care credit table (%)												
Ohio child care credit												
g. Enter the eligible federal and state tax credits												
h. Line 21f minus combined amounts of Line 21g												
i. Multiply combined Line 21h by Line 17 for each parent. (If Line 15 is checked for the parent, use the lower percentage amount of either Line 17 or 50.00% to determine the parent's share). Annual child care costs												
j. Line 21i minus Line 21a. If calculation results in a negative amount, enter "0"												
Supporting Tax Data:												
Filing Status												
Earned Income												
Adjusted Gross Income												
Standard/Itemized Deduction												
Alternate Minimum Tax												
Foreign Tax Credit												
Total Number of Exemptions (including this parent)(Ohio only)												
22	Adjusted Child Support Obligation (Line 18d minus Line 19b minus Line 20 plus Line 21j). Annual child support obligation								6,304.50		6,421.57	
V. CASH MEDICAL												
Cash Medical Obligation for Children Subject to this Order												
23	a. Annual combined cash medical support obligation (\$510.21 per number of child(ren) of this order)								510.21			
	b. Multiply Line 23a by Line 17 for each parent. Annual cash medical obligation								252.76		257.45	

Parent A: Joanna Sullivan	Parent B: Brendan Sullivan	Date: June 25, 2025
Case No.: 2024 DR 00547	SETS No.:	Order No.:
No. of Children of the Order: 1		

VI. RECOMMENDED MONTHLY ORDERS FOR DECREE

		Parent A Obligation	Parent B Obligation
24	CHILD SUPPORT AMOUNT (Line 22, divided by 12)	525.38	535.13
Line 25 is ONLY completed if the court orders any deviation(s) to child support. (See sections 3119.23, 3119.231 and 3119.24 of the Revised Code)			
25	a. For 3119.23 factors (Enter the monthly amount)	0.00	-535.13
	<input type="checkbox"/> Special or unusual needs		
	<input type="checkbox"/> Other court ordered payments		
	<input type="checkbox"/> Extended parenting time; extra travel		
	<input type="checkbox"/> Financial resources of child		
	<input checked="" type="checkbox"/> Relative financial resources of parties		
	<input type="checkbox"/> Obligor's income under FPL		
	<input type="checkbox"/> Remarriage/cohabitation benefits		
	<input type="checkbox"/> Federal, state and local taxes		
	<input type="checkbox"/> Significant in-kind contributions		
	<input type="checkbox"/> Extraordinary work-related expenses		
	<input type="checkbox"/> Change in the standard of living		
	<input type="checkbox"/> Educational opportunities		
	<input type="checkbox"/> Party's responsibilities for others		
	<input type="checkbox"/> Post-secondary educational expenses		
	<input type="checkbox"/> Any other factor:		
	b. For 3119.231 extended parenting time (Enter the monthly amount)	0.00	0.00
	c. Total of amounts from Line 25a and Line 25b	0.00	-535.13
26	DEVIATED MONTHLY CHILD SUPPORT AMOUNT (Line 24 plus or minus Line 25c)	0.00	0.00
27	CASH MEDICAL SUPPORT AMOUNT (Line 23b, divided by 12)	21.06	21.45
Line 28 is ONLY completed if the court orders a deviation to cash medical. (See section 3119.303 of the Ohio Revised Code)			
	a. Cash Medical Deviation amount (Enter the monthly amount)	0.00	-21.45
29	DEVIATED MONTHLY CASH MEDICAL AMOUNT (Line 27 plus or minus Line 28)	21.06	0.00
30	Enter ONLY the total monthly obligation for the parent ordered to pay support (Line 24 or Line 26, plus Line 27 or Line 29)	0.00	0.00
	Processing charge	0.00	0.00
	Total monthly obligation including processing charge	0.00	0.00

Prepared by: 

Counsel: _____ Pro Se: _____

(For ☐ Parent A; ☒ Parent B)

CSEA: _____ Other: _____

Worksheet has been reviewed and agreed to:

Parent A Joanna Sullivan

Date

Parent B Brendan Sullivan

Date

25 JUN 2025

Parent A: Joanna Sullivan	Parent B: Brendan Sullivan	Date: June 26, 2025
Case No.: 2024 DR 00547	SETS No.:	Order No.:
No. of Children of the Order: 1		

VI. RECOMMENDED MONTHLY ORDERS FOR DECREE

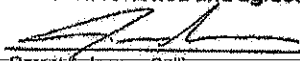

		Parent A Obligation	Parent B Obligation
24	CHILD SUPPORT AMOUNT (Line 22, divided by 12)	525.38	535.13
Line 25 is ONLY completed if the court orders any deviation from child support. (See sections 3119.23, 3119.28, and 3119.24 of the Revised Code)			
25	a. For 3119.23 factors (Enter the monthly amount)	0.00	-635.13
	<input type="checkbox"/> Special or unusual needs		
	<input type="checkbox"/> Other court ordered payments		
	<input type="checkbox"/> Extended parenting time; extra travel		
	<input type="checkbox"/> Financial resources of child		
	<input checked="" type="checkbox"/> Relative financial resources of parties		
	<input type="checkbox"/> Obligor's income under FPL		
	<input type="checkbox"/> Remarriage/cohabitation benefits		
	<input type="checkbox"/> Federal, state and local taxes		
	<input type="checkbox"/> Significant in-kind contributions		
<input type="checkbox"/> Extraordinary work-related expenses			
<input type="checkbox"/> Change in the standard of living			
<input type="checkbox"/> Educational opportunities			
<input type="checkbox"/> Party's responsibilities for others			
<input type="checkbox"/> Post-secondary educational expenses			
<input type="checkbox"/> Any other factor:			
	b. For 3119.231 extended parenting time (Enter the monthly amount)	0.00	0.00
	c. Total of amounts from Line 25a and Line 25b	0.00	-635.13
26	DEVIATED MONTHLY CHILD SUPPORT AMOUNT (Line 24 plus or minus Line 25c)	0.00	0.00
27	CASH MEDICAL SUPPORT AMOUNT (Line 23b, divided by 12)	21.06	21.45
28	Line 28 is ONLY completed if the court orders a deviation to cash medical. (See section 3119.303 of the Ohio Revised Code)		
	a. Cash Medical Deviation amount (Enter the monthly amount)	0.00	-21.45
29	DEVIATED MONTHLY CASH MEDICAL AMOUNT (Line 27 plus or minus Line 28)	21.06	0.00
30	Enter ONLY the total monthly obligation for the parent ordered to pay support (Line 24 or Line 26, plus Line 27 or Line 29)	0.00	0.00
	Processing charge	0.00	0.00
	Total monthly obligation including processing charge	0.00	0.00

Prepared by:

Counsel: _____ Pro Se: _____
 (For ☐ Parent A; ☐ Parent B)

CSEA: _____ Other: _____

Worksheet has been reviewed and agreed to:


 Parent A Joanna Sullivan

 Parent B Brendan Sullivan

6/26/25
 Date
 25 JUN 2025
 Date

OBLIGEE'S RIGHTS AND REMEDIES FOR ENFORCEMENT OF SUPPORT

Upon Obligor's failure to pay child support and/or spousal support or to provide medical insurance as ordered, the Obligee has the right to apply to the Montgomery County Support Enforcement Agency for assistance on obtaining any of the following:

- A. An order for:
 - 1. withholding of spousal support and/or child support from the personal earnings or bank accounts of the Obligor under Chapter 3121 of the Ohio Revised Code;
 - 2. the assignment of the wages of the Obligor under Section 1321.33 of the Ohio Revised Code;
 - 3. the enforcement of medical insurance support for the children.
- B. A judgment, and then execution on that judgment through any available procedure, including but not limited to:
 - 1. an execution against the property of the judgment debtor under Chapter 2329 of the Ohio Revised Code;
 - 2. an execution against the person of the judgment debtor under Chapter 2331 of the Ohio Revised Code;
 - 3. a proceeding in aid of execution under Chapter 2333 of the Ohio Revised Code, including:
 - a. a proceeding for the examination of the judgment debtor under Sections 2333.09 to 2333.12, and 2333.15 to 2333.27 of the Ohio Revised Code;
 - b. a proceeding for examination of the person holding property, money, or credits of the judgment debtor which is in the nature of garnishment or attachment by notice under Sections 2333.13 to 2333.27 of the Ohio Revised Code;
 - c. a proceeding for attachment of the person of the judgment debtor under Section 2333.28 of the Ohio Revised Code;
 - d. a creditor's suit under Section 2333.01 of the Ohio Revised Code;
 - 4. the attachment of the property of the judgment debtor under Chapter 2715 of the Ohio Revised Code.

Failure of an Obligee to request the Montgomery County Support Enforcement Agency to maintain an action under Section 2301.38 of the Ohio Revised Code shall not operate as a waiver of any right of the Obligee to seek enforcement of a support order, including medical insurance. Upon receipt of support payments, the Support Enforcement Agency will pay out these support payments within two business days.

MONTGOMERY COUNTY SUPPORT ENFORCEMENT AGENCY
1111 S. EDWIN C. MOSES BLVD
P.O. BOX 8744
DAYTON, OHIO 45422

MONTGOMERY COUNTY DOMESTIC RELATIONS COURT

STANDARD ORDER OF HEALTH CARE NEEDS FOR DEPENDENT CHILDREN

Notification Pursuant to Chapter 3119, Ohio Rev. Code

Obligor and Obligee shall take notice of the statutory requirements for assuring that health care needs for dependent children (hereinafter "children") are provided. The parties may reach agreement accordingly, or the court will order as appropriate to the facts introduced as testimony. Unless the facts indicate a reason to order otherwise, health care needs of the children will be provided for as set out below. Once the health insurance coverage for children becomes the order of the court, the parties have thirty (30) days to comply with all provisions.

1. The child support obligee is rebuttably presumed to be the appropriate parent to provide health care coverage for the child(ren) subject to the child support order. The obligee must provide the health care coverage unless rebutted pursuant to division (B)(1) of section 3119.30. If the party responsible for health care coverage cannot obtain coverage at a reasonable cost, the Court orders that public health care will satisfy this coverage requirement.
2. Health insurance coverage shall be provided through a group health insurance policy (i) offered by the employer of the obligor, (ii) through another group health insurance plan available to the obligor, (iii) offered by the employer of the obligee, or (iv) through another group health insurance plan available to the obligee, whichever group policy is available for the most reasonable cost.
3. When the obligor is providing the health insurance coverage, obligor shall supply obligee with (i) information regarding the benefits, limitations, and exclusions of the coverage, (ii) insurance forms necessary to receive payment reimbursement, or other benefits, (iii) with necessary insurance cards, and (iv) obligor shall notify the insurer that all reimbursement for expenses covered under the policy and paid for by obligee on behalf of insured children, shall be paid to obligee upon filing of necessary insurance or claim forms.
4. Obligor and obligee shall designate the children as covered dependents on any health insurance plan for which they contract.
5. Each parent (obligor and obligee) shall share responsibility in uninsured medical expenses incurred for a child during a calendar year that exceed the total cash medical support amount (\$510.21 per child) owed by the parents during that year in amounts equal to that parent's percentage of income percentage of total income found on Line 17 of the Child Support Computation Worksheet.
6. If obligor is ordered (i) to provide health insurance coverage and (ii) to assure access to insurance forms, cards and reimbursement to obligee, and **fails to comply**, the court shall order obligor's employer to enroll the obligor and children in available group health insurance and to deduct from obligor's earnings, the amount necessary to pay for the coverage.
7. While a medical insurance order is in effect, obligor's employer shall comply with Chapter 3119 Ohio Revised Code and with court orders and shall release to obligee or the Montgomery County Support Enforcement Agency information on the health insurance coverage, including, but not limited to, the name and address of the insurance company and policy number.

**STANDARD ORDER OF PARENTING TIME
MONTGOMERY COUNTY DOMESTIC RELATIONS COURT**

EFFECTIVE 4-1-24

Parents are encouraged to agree on a fair written parenting time schedule that fits their circumstances and their children's lives, with the following serving as a schedule when the parents cannot agree. The parents may change this schedule by agreement. In the event of conflicting dates and times, the following is the order of priority: Children's Birthdays; Mother's/Father's Day; Holidays; Summer/Breaks; Weekends; then Weekdays. If the parents have more than one child, the parenting time will be exercised with all children together. Each parent has a duty to facilitate and encourage the other parent's parenting time with the children.

1. **WEEKENDS:** The non-residential parent shall have parenting time on alternate weekends from Friday at 6:00 p.m. to Sunday at 6:00 p.m. (Exception – not applicable during summer vacation)
2. **WEEKDAY:** The non-residential parent shall have parenting time from 6:00 p.m. to 9:00 p.m. each Wednesday evening or another weekday evening by agreement. (Exception – not applicable during summer vacation)
3. **HOLIDAYS:** The non-residential parent shall have the children on the holidays in Column 1 in odd-numbered years and the holidays in Column 2 in the even-numbered years. The residential parent shall have the children on the holidays in Column 1 in even-numbered years and the holidays in Column 2 in odd-numbered years:

COLUMN 1: Martin Luther King, Jr. Day
Easter Sunday
Juneteenth (June 19)
Labor Day

COLUMN 2: Presidents Day
Memorial Day
Fourth of July
Thanksgiving Day

Parenting time shall be from 9:00 a.m. the day of the holiday until 9:00 p.m. When the holiday falls on a Monday immediately following a non-residential parenting time weekend, the non-residential parent shall be entitled to keep the children continuously from 6:00 p.m. Friday to 6:00 p.m. Monday.

4. **MOTHER'S/FATHER'S DAY:** On Mother's Day (the 2nd Sunday in May) and Father's Day (the 3rd Sunday in June), the parties shall agree in writing which parent shall have the child(ren) from 9:00 a.m. until 9:00 p.m. In the absence of a written agreement, in all even-numbered years the residential parent is awarded the 2nd Sunday in May and the non-residential parent is awarded the 3rd Sunday in June. In all odd-numbered years the reverse shall apply.
5. **CHRISTMAS BREAK:** In all even-numbered years, the residential parent shall have the children from 9:00 a.m. the day after school recesses (or 9:00 a.m. on December 20 if the children are not in school), until 9:00 p.m. December 24 and the non-residential parent shall have the children from 9:00 p.m. December 24 through 6:00 p.m. January 1. In all odd-numbered years the reverse shall apply.
6. **BIRTHDAYS:** In odd-numbered years, the non-residential parent shall have all the children on each child's birthday from 6:00 p.m. until 9:00 p.m. In even-numbered years, residential parent shall have all the children on each child's birthday from 6:00 p.m. until 9:00 p.m.
7. **SPRING BREAKS:** In odd-numbered years the non-residential parent shall have all the children for the spring break from school, starting at 9:00 a.m. the day after school recesses to 6:00 p.m. the Sunday before school resumes. The residential parent shall have the children for spring break in the even-numbered years. If all the children are not of school age, the Saturday before Easter through the Friday after Easter shall be substituted.
8. **SUMMER VACATION:** The parties shall exercise summer parenting time in alternating one week increments beginning the first Friday after the last day of school. Each period shall begin on Friday at 6:00 p.m. until the following Friday at 6:00 p.m. The alternate parenting week schedule shall continue until the children are scheduled to return to school. In the odd numbered years, the non-residential parent shall start the first week. In the even numbered years, the residential parent shall start the first week.

If either party is employed by an employer that has an annual mandatory shut-down, that party shall have priority for parenting time during that period. If both parents have an identical shut-down period, the non-residential parent shall have priority. If the mandatory shut-down period creates a conflict with the alternating week schedule, the parties shall trade an equal amount of time as make-up for the lost shut-down parenting time.

Mid weekday and alternating weekend parenting time shall be suspended during summer vacation parenting time. Child support will not be reduced during summer parenting time.

Each parent shall provide the other parent with destination, time of departure and arrival, phone number for emergency purposes, and mode of travel and flight numbers. In all cases, this summer vacation schedule ends at 6:00 p.m. the Friday before classes resume. That Friday the children shall be returned to the residential parent. Effective that Friday, the weekend and weekday parenting times pursuant to paragraphs 1 and 2 above shall resume. The non-residential parent's first alternating weekend shall begin the following weekend.

9. **LATE PICK-UP:** The residential parent shall have the children ready for pick-up at the start of all parenting time. The children and the residential parent have no duty to wait for the non-residential parent to arrive for parenting time more than thirty (30) minutes, unless notified. The non-residential parent who arrives more than thirty minutes late without prior notification for a particular parenting time forfeits that parenting time, unless the residential parent agrees otherwise.

10. **DROP-OFF:** The non-residential parent will not return the children early from parenting time unless the parents agree to a different drop-off time in advance. The residential parent or other adult well-known to the children must be present when the children are returned from parenting time.

11. **CANCELING NON-RESIDENTIAL PARENTING TIME:** Except in emergency situations, the non-residential parent must give at least 24 hours advance notice when canceling any parenting time.

12. **MAKE-UP NON-RESIDENTIAL PARENTING TIME:** Make-up days shall be given if an emergency prevents scheduled parenting time. When requested by non-residential parent, all make-up parenting time shall be rescheduled and exercised within sixty (60) days of that emergency.

13. **MEDICAL TREATMENT AND EMERGENCIES:** If the children become seriously ill or injured, each parent shall notify the other parent as soon as practicable. If the children become ill or injured during their time with the non-residential parent, said parent, shall contact the residential parent to secure treatment unless the situation is a medical emergency.

14. **TELEPHONE/MAIL OR ELECTRONIC:** Neither parent shall interfere with written, voice, or electronic communications between the children and the other parent. Long-distance calls from an out of town parent shall be at that parent's expense. Non-emergency phone calls should be limited to one per day before 8:00 p.m. EST.

15. **TRANSPORTATION:** The non-residential parent has responsibility for transportation of the children to and from their home for parenting time with them and may use another adult well-known to the children for picking up or dropping off the children when necessary. Any person transporting the children may not be under the influence of alcohol or drugs, and must be a licensed, insured driver. All child restraint and seat-belt laws must be observed by the driver. Car seats should be exchanged when required.

16. **SCHOOL WORK:** Parents shall provide time for children to study and complete homework assignments, even if the completion of work interferes with the parent's plans for the children. The residential parent is responsible for providing the non-residential parent all of the school assignments and books. Summer school which is necessary for a child must be attended, regardless of which parent has the child during the summer school period.

17. **EXTRACURRICULAR ACTIVITIES:** Regardless of where the children are living, their continued participation in extracurricular activities, school related or otherwise, should not be interrupted. It shall be the responsibility of the parent with whom the children are residing at the time to discuss the scheduling of such activities with the children and to provide transportation to the activities. Each parent shall provide the other parent with notice of all extracurricular activities, complete with schedules and the name, address and telephone number of the activity leader, if available.

18. **OUT-OF-STATE RELOCATION:** Neither parent shall relocate the children out of state without first obtaining a modified non-residential parenting time order. The parties may submit an agreed order modifying parenting time, with a provision for allocation of transportation expenses, to the court for adoption by the court as an order. If the parents are unable to agree, the moving parent shall, prior to relocation, 1) file a motion asking the court to modify the parenting time schedule, 2) set a hearing, and 3) obtain a modified parenting time order. No continuances of the hearing will be granted without written permission of the assigned judge.

19. **ACCESS TO RECORDS:** The non-residential parent shall have access to the same records, same school activities and to any day-care center which the children attend on the same basis that said records or access is legally permitted to the residential parent, unless a restrictive order has been obtained from the court. It is the responsibility of the parent obtaining a restrictive order to serve it on the appropriate organization.

20. **NOTICE OF CHANGE OF ADDRESS:** Each parent shall give written notice to the other parent immediately upon any change of address and/or phone number, unless a restrictive order has been obtained from the court. A copy of the notice, including the party's name and case number, shall also be provided to the Domestic Relations Court, P.O. Box 972, 301 W. Third Street, Second Floor, Dayton, Ohio 45422-2160, Attention: Assignment Commissioner.

PLAN AND AGREEMENT OF SHARED PARENTING

THIS PLAN AND AGREEMENT OF SHARED PARENTING is made and entered into this 6th day of June 2025, We, the parents, Joanna Sullivan, Plaintiff (hereinafter referred to as "Mother"), and Brendan Sullivan, Defendant (hereinafter referred to as "Father") have one (1) minor child born as issue of our marriage, specifically Lucie Hope Sullivan, born June 4, 2021.

The parents agree to the care, parenting, and control of this child as provided in this Shared Parenting Plan.

I. PARENTS' RIGHTS

The parents shall have:

- A. The right to participate in major decisions concerning the child's health, social situation, morals, welfare, education, and economic environment.
- B. The right to reasonable telephone contact with the child when they are with the other parent.
- C. The right to participate in the selection of doctors, psychologists, psychiatrists, hospitals, and other health care provided for the child.
- D. The right to authorize medical, surgical, hospital, dental, institutional, psychological and psychiatric care for the child and obtain a second opinion regarding medical conditions or treatment.
- E. The right to be notified in case of an injury to or illness of the child.
- F. The right to be present with the child at medical, dental and other health related examinations and treatments, including, but not limited to psychological and psychiatric care.
- G. The right to inspect and receive the child's medical and dental records and the right to consult with any treating physician, dentist and/or other health care provider, including but not limited to psychologists and psychiatrists.
- H. The right to consult with school officials concerning the child's welfare and educational status, and the right to inspect and receive the child's student records to the extent permitted by law.
- I. The right to receive copies of all school reports, calendars of school events, notices of parent-teacher conferences, and school programs.

- J. The right to attend and participate in parent-teacher conferences, school trips, school programs, and other school activities in which parents are invited to participate.
- K. The right to attend and participate with the child in athletic programs and other extracurricular activities.
- L. The right to receive notice of the other parent's intention to relocate.

II. ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES

A. General Responsibilities:

Each parent shall take all measures necessary to foster respect and affection between the child and the other parent. Neither parent shall do anything that may estrange the child from the other parent, or impair the child's high regard for the other parent.

Both parents have shared parenting of the child as specified in this Plan. Each parent, regardless of where an individual child is residing at a particular point in time, as specified in this Plan, is the "residential parent", the "residential parent and legal custodian", or the "custodial parent" of the child.

B. Medical Responsibilities:

A parent shall notify the other parent promptly if a child experiences a serious injury, has a serious or chronic illness, or receives treatment in an emergency room or hospital. A parent shall notify the other parent of the emergency, the child's status, locale, and any other pertinent information as soon as practical, but in any event within 24 hours.

The parents shall consult with each other about the child's medical care needs and each shall immediately notify the other parent about all major non-emergency medical decisions before authorizing a course of treatment. Parents have a right to know the necessity for treatment, proposed cost, and proposed payment schedule. Each parent may also secure an independent evaluation at the parent's expense to determine the necessity for treatment. If the parties cannot agree regarding a course of treatment, Mother's decision shall control. The parents shall provide the other with the names and telephone numbers of all health care providers for the child.

C. Parenting Time Schedule:

Father shall have parenting time in accordance with this Court's Standard Order. In addition to the Court's Standard Order of parenting time, the parties agree that Father will pick child up from daycare on Tuesdays between 5:00pm-5:30pm and return her to daycare on Wednesday mornings before 9:00am. On Fridays Father will pick child up from daycare between 5:00pm-5:30pm and will return child to Mother at 6:00pm. The parties agree that Father will exercise his Standard Order of Parenting time with

yes to
on Sunday
MB S

this child at times that he is not already exercising his Standard Order of Parenting time with another child not of this marriage pursuant to Court Order, except on Father's Day and Father's birthday, when he will exercise parenting time with both children together.

D. Right of First Refusal:

In the event the minor child is sick and unable to attend Daycare and/or the Daycare is closed, Father shall have the first right of refusal to exercise parenting time during this time. Mother shall notify Father immediately upon knowledge of minor child being sick and offer the first right of refusal. Mother shall notify Father of Daycare closings as soon as practicable. Father shall respond within 24 hours as to his availability to exercise the first right of refusal. In the event Father does not respond within 24 hours, he forfeits his right of first refusal and Mother shall have the option to make other arrangements for that day.

E. School Designation:

Mother shall be designated as the residential parent for school attendance and enrollment purposes. In the event that a change in schools is being considered, after consultation with the other parent, Mother is authorized to change school placement of the child.

This designation of a particular parent as the residential parent for the purposes of determining the school attendance and enrollment of the child or the receipt of public benefits of the child does not affect the designation of each parent as the "residential parent," "residential parent and legal custodian," or the "custodial parent of the child."

F. Public Benefits:

Mother shall be designated as the residential parent for receipt of public benefits for the minor child.

G. Transportation:

Unless otherwise specified under II (D), the parties agree that Mother shall provide transportation for the child to, from, and during Father's parenting time.

H. Relocation Notice:

Pursuant to Section 3109.051(G) of the Ohio Revised Code:

If the residential parent intends to move to a residence other than the residence specified in the parenting time order or decree of the court, the parent shall file a notice of intent to relocate with the court that issued the order or decree. Except as provided in divisions (G)(2), (3), and (4) of this section, the court shall send a copy of the notice to the parent who is not the residential parent. Upon receipt of the notice, the court, on its own motion or the motion of the parent who is not the residential parent,

may schedule a hearing with notice to both parents to determine whether it is in the best interest of the child to revise the parenting time schedule for the child.

Each residential parent shall inform in writing the Court and the other parent of changes in address and telephone, including cellular telephone number, unless otherwise provided by court order.

The relocation notice must be filed with the Montgomery County, Ohio Court of Common Pleas, Domestic Relations Division, 301 West Third Street, Dayton, Ohio 45402

K. Records Access Notice:

Pursuant to sections 3109.051(H) and 3319.321(B)(5)(a) of the Revised Code:

Subject to sections 3125.16 and 3319.321(F) of the Revised Code, each parent is entitled to access to any record that is related to the child, under the same terms and conditions as the other parent unless otherwise restricted. Any keeper of a record who knowingly fails to comply with any record order is in contempt of court.

M. Day Care Access Notice:

Pursuant to section 3109.051(I) of the Revised Code:

In accordance with section 5104.11 of the Revised Code, each parent is entitled to access to any day care center that is or will be attended by the child unless otherwise restricted.

N. School Activities Access Notice:

Pursuant to section 3109.051(J) of the Revised Code:

Subject to section 3319.321(F), each parent is entitled to access to any student activity that is related to the child and to which the residential parent is legally provided access, under the same terms and conditions as the residential parent. Any school employee or official who knowingly fails to comply with this school activities access order is in contempt of court.

III. HEALTH INSURANCE COVERAGE

A. Health Insurance Coverage Available to at Least One Parent:

Private health insurance coverage is accessible and reasonable in cost through a group policy, contract or plan to Father. Father shall provide private health insurance coverage for the benefit of the child.

Father shall provide proof of insurance to the Montgomery County Child Support Enforcement Agency (CSEA) and the other parent.

Both parents shall cooperate in the preparation of insurance forms to obtain reimbursement or payment of expenses, as applicable. A copy of medical bills must be submitted to the party holding the insurance and responsible for payment or the other parent within 30 days of receipt.

Should the health insurance coverage be cancelled for any reason, the parent ordered to maintain insurance shall immediately notify the other parent and take immediate steps to obtain replacement coverage. Unless the cancellation was intentional, the uncovered expenses shall be paid as provided above. If the cancellation was intentionally caused by the parent ordered to maintain insurance coverage, that parent shall be responsible for all medical expenses that would have been covered had the insurance been in effect.

B. Division of Uninsured Expenses:

Each parent shall share responsibility in uninsured medical expenses incurred for a child during a calendar year that exceeds the total cash medical support amount (\$510.21 per child) owed by the parents during that year in amounts equal to that parent's percentage of income percent of total income found on Line 17 of the child Support Computation Worksheet **49.54% Obligor** and **50.46% Oblige**.

The parent incurring the expenses shall provide the other parent the original or copies of all medical bills, and Explanation of Benefits (EOB), if available, within 30 days of the date on the bill or EOB, whichever is later, absent extraordinary circumstances. The other parent shall, within 30 days of receipt of the bill, reimburse the parent incurring the expenses or pay directly to the health care provider that parent's percentage share of the bill as shown above.

C. Other Important Information about Medical Records and Expenses

Each party shall have access to all medical records of the child as provided by law.

The term "medical expense" or "medical records" shall include but not be limited to medical, dental, orthodontic, optical, surgical, hospital, major medical, psychological, psychiatric, outpatient, doctor, therapy, counseling, prosthetic, and/or all other expenses/records including preventative health care expenses/records related to the treatment of the human body and mind.

IV. CHILD SUPPORT

As required by law, the parties have completed a Child Support Worksheet, which is attached to and incorporated in this Agreement.

A. Child Support Amount:

Defendant, the Obligor, shall pay a total current child support obligation in the amount of \$0.00 per month which includes child support, cash medical support, and processing fee as found on the last line of the Child Support Computation Worksheet. *BES*

B. Additional Child Support Information:

Each parent will be responsible for a cash medical obligation to be applied towards ordinary medical expenses for the child of the Order in each household. The Annual cash medical amount is \$510.21 per child for each child of the Order. Any medical expenses over \$510.21 per year will be considered extraordinary medical expense to be shared in amounts equal to that parent's percentage of income percentage of total income found on Line 17 of the Child Support Computation Worksheet. (49.54% Obligor and 50.46% Oblige) *BES*

C. Child Support Payment:

The child support payment (including cash medical support, if any) plus a 2% processing charge shall commence on 7/1/2025 and shall be paid to the Ohio Child Support Payment Center, P.O. Box 182372, Columbus, Ohio 43218-2372, as administered through the Montgomery County Child Support Enforcement Agency (CSEA) by income withholding at Obligor's place of employment or from nonexempt funds on deposit at a financial institution.

Mother shall contact the Social Security Administration to arrange for the payment to be deposited in the account of her choosing with 30 days of the Final Judgment and Decree. *BES*

D. Deviation of Child Support Amount:

The child support agreed upon is different than the amount calculated on the attached Child Support Worksheet because the amount calculated on the Worksheet would be unjust or inappropriate and would not be in the best interests of the child for the following reasons as provided in R.C. 3119.22, 3119.23, 3119.24 and shall be adjusted as follows: Deviation to zero (\$0.00) child support for the relative financial resources of the parties.

E. Duration of Child Support:

The child support order will terminate upon the child's 18th birthday unless one of the following circumstances applies:

IV. CHILD SUPPORT

As required by law, the parties have completed a Child Support Worksheet, which is attached to and incorporated in this Agreement.

A. Child Support Amount:

JS Defendant, the Obligor, shall pay a total current child support obligation in the amount of \$0.00 per month which includes child support, cash medical support, and processing fee as found on the last line of the Child Support Computation Worksheet.

B. Additional Child Support Information:

JS Each parent will be responsible for a cash medical obligation to be applied towards ordinary medical expenses for the child of the Order in each household. The Annual cash medical amount is \$510.21 per child for each child of the Order. Any medical expenses over \$510.21 per year will be considered extraordinary medical expense to be shared in amounts equal to that parent's percentage of income percentage of total income found on Line 17 of the Child Support Computation Worksheet. (49.54% Obligor and 50.46% Oblige)

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Mother shall contact the Social Security Administration to arrange for the payment to be deposited in the account of her choosing with 30 days of the Final Judgment and Decree.

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The child support agreed upon is different than the amount calculated on the attached Child Support Worksheet because the amount calculated on the Worksheet would be unjust or inappropriate and would not be in the best interests of the child for the following reasons as provided in R.C. 3119.22, 3119.23, 3119.24 and shall be adjusted as follows: Deviation to zero (\$0.00) child support for the relative financial resources of the parties.

E. Duration of Child Support:

The child support order will terminate upon the child's 18th birthday unless one of the following circumstances applies:

The child is mentally or physically disabled and incapable of supporting or maintaining himself or herself.

The parents have agreed to continue child support beyond the date it would otherwise terminate, as set out below.

The child continuously attends a recognized and accredited high school on a full-time basis so long as the child has not as yet reached the age of 19 years old. (Under these circumstances, child support will end at the time the child ceases to attend a recognized and accredited high school on a full-time basis or when he or she reaches the age of 19, whichever occurs first)

This Support Order will remain in effect during seasonal vacation periods until the order terminates.

F. Important Child Support Orders and Information:

Obligee must immediately notify and Obligor may notify the CSEA of any reason for which the support order should terminate. A willful failure to notify the CSEA as required is contempt of court.

The following are reasons for termination of the Order:

Child's attainment of the age of majority if the child no longer attends an accredited high school on a full-time basis and the support order does not provide for the duty of support to continue past the age of majority

Child stops attending an accredited high school on a full-time basis after attaining the age of majority

Child's death

Child's marriage

Child's emancipation

Child's enlistment in the Armed Services

Child's deportation

Change of legal custody of the child

All support payments must be made through the CSEA or the office of child support in the Ohio Department of Job and Family Services (Child Support Payment Central). Any payment of money not made through the CSEA will be presumed to be a gift, unless the payment is made to discharge an obligation other than support.

All support under this Order shall be withheld or deducted from the income or assets of the Obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with Chapters 3119, 3121, and 3125 of the Revised Code or a withdrawal directive issued pursuant to sections 3123.24 to 3123.38 of the Revised Code and shall be forwarded to the Obligee in accordance with Chapters 3119, 3121, 3123 and 3125 of the Revised Code.

The Obligor and/or Obligee required under this Order to provide private health insurance coverage for the child is also required to provide the other party within 30 days after the issuance of the Order, the following:

Information regarding the benefits, limitations, and exclusions of the health insurance coverage.

Copies of any insurance form necessary to receive reimbursement, payment, or other benefits under the coverage

A copy of any necessary insurance cards.

The Health Plan Administrator that provides the private health insurance coverage for the child must designate said child as dependent under any private health insurance policy, contract, or plan for which the person contracts.

The employer of the person required to provide private health insurance coverage is required to release to the other parent, any person subject to an order issued under section 3109.19 of the Revised Code, or the CSEA, upon written request, any necessary information regarding health insurance coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and the employer will otherwise comply with all orders and notices issued.

If the person required to obtain private health insurance coverage for the child subject to this Support Order obtains new employment, the agency shall comply with the requirements of section 3119.34 of the Revised Code, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the child in private health insurance coverage provided by the new employer.

The CSEA may change the financial obligation of the parties to pay child support in accordance with the terms of the court or administrative order and cash medical support without a hearing or additional notice to the parties.

An Obligor that is in arrears in the Obligor's child support obligation is subject to having any federal, state and/or local income tax refund to which the Obligor may be entitled forwarded to the CSEA for payment toward these arrears. Such refunds will continue to be forwarded to the CSEA for payment until all arrears owed are paid in full. If the Obligor is married and files a joint tax return, the Obligor's spouse may contact the CSEA about filing an "Injured Spouse" claim after the Obligor is notified by the Internal Revenue Service that the Obligor's refund is being forwarded to the CSEA.

Pursuant to section 3121.29 of the Revised Code, the parties are notified as follows:

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OR HIS OR HER CURRENT MAILING ADDRESS,

CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER

IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS

IF YOU ARE AN OBLIGOR OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT, HEALTHY CARE PROVISIONS OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.

Payment shall be made in accordance with Chapter 3121 of the Revised Code.

The parties agree that no Seek Work Order will be issued to Defendant by this Court or the CSEA.

Any temporary child support arrearage will not survive this judgment entry.

V. TAX EXEMPTIONS

The Plaintiff shall be entitled to claim the following minor child for all tax purposes for odd-numbered years, so long as Plaintiff is substantially compliant in any child support. Plaintiff is required to pay as of December 31 of the tax year in question: Lucie Hope Sullivan, born June 4, 2021.

The Defendant shall be entitled to claim the following minor child for all tax purposes for even-numbered tax years, so long as Defendant is substantially current in any child support. Defendant

is required to pay as of December 31 of the tax year in question: Lucie Hope Sullivan, born June 4, 2021.

If a parent is entitled to claim the child, the other parent, if necessary, is required to execute and deliver Internal Revenue Service Form 8332, or its successor, together with any other required forms as set out in section 152 of the Internal Revenue Code, as amended, or or before February 15th of the year following the tax year in question, to allow the non-residential parent to claim the child.

VI. MODIFICATIONS

This Shared Parenting Plan may be modified by agreement of the parties or by the Court.


Brendan Sullivan, Defendant


JoAnna Sullivan, Plaintiff


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