

IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO

Domestic Relations Division

JOANNA SULLIVAN
1315 Buck Run Rd.
Wilmington, Ohio 45177
DOB: 11/18/1985

Plaintiff,

AND

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

Defendant.

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CASE NO. 2024 DR 547

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JUDGE PETRELLA
MAGISTRATE RENO

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MOTION FOR SHARED
PARENTING

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Now comes the Defendant, Brendan Sullivan, by and through counsel, and hereby respectfully requests this Court to grant both parties shared parental rights and responsibilities for the care of the parties' minor child, namely, Lucie Hope Sullivan born June 4, 2021, and submits the attached proposed Shared Parenting Plan pursuant to O.R.C. Section 3109.04 (G).

Respectfully Submitted,

McNamee Law Group, LLC

/s/ Matthew J. Barbato

Matthew J. Barbato (0076058)
2625 Commons Blvd.
Beavercreek, Ohio 45431
(937) 427 1367 Ext. 116
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CERTIFICATE OF SERVICE

The undersigned does hereby certify that a copy of the foregoing was electronically filed with the Montgomery County Clerk of Courts by using the ECF system which will send notice of electronic filing to the registered users, and it is hereby certified that the undersigned has sent a copy of the foregoing to all non-Electronic Filing participants via regular U.S. Mail, postage pre-paid, on this 11th day of November 2024.

/s/ Matthew J. Barbato

Matthew J. Barbato (0076058)

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CASE NO. 2024 DR 547

JUDGE PETRELLA
MAGISTRATE RENO

DEFENDANT'S PROPOSED
SHARED PARENTING

Now comes the Defendant, Brendan Sullivan, by and through counsel, and hereby submits the attached proposed Shared Parenting Plan granting both parties shared parental rights and responsibilities for the minor child, namely, Lucie Hope Sullivan, born June 4, 2021.

Respectfully Submitted,

McNamee Law Group, LLC

/s/ Matthew J. Barbato

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PLAN AND AGREEMENT OF SHARED PARENTING

THIS PLAN AND AGREEMENT OF SHARED PARENTING is made and entered into this ____ day of _____ 2024, We, the parents, Brendan Sullivan, 1st Petitioner (hereinafter referred to as "Father"), and Joanna Sullivan, 2nd Petitioner (hereinafter referred to as "Mother") 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. PARENT'S 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.

(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) 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.

(D) Parenting Time Schedule:

Unless otherwise agreed, the parents shall have parenting time with the child according to the attached Parenting Time Schedule, which shows the times that the child shall be with each parent on weekdays, weekends, holidays and vacation times.

PARENTING TIME SCHEDULE

Father shall have parenting time in accordance with this Court's Standard Order of Parenting time. The parties agree that Father will exercise his Standard Order of Parenting time with 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.

(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.

(F) Public Benefits:

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

(G) 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."

(H) Transportation:

The parties agree that Mother shall provide transportation for the child at the beginning, during, or end of a parenting period.

(I) Relocation Notice:

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

If either of the residential parents intends to move to a residence other than the residence specified in the court order, the parent shall file a notice of intent to relocate with the Court. Except as provided in divisions (G)(2), (3), and (4) of section 3109.051 of the Revised Code, the Court shall send a copy of the notice to the other parent. Upon receipt of the notice, the Court, on its own motion or the motion of the nonmoving parent, may schedule a hearing with notice to both parents to determine whether it is in the best interests 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

(J) 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.

(K) 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.

(L) 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 of 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 percental of total income found on Line 17 of the child Support Computation Worksheet _____% Obligor and _____% 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

Plaintiff, 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

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 \$388.70 per child for each child of the Order. Any medical expenses over \$388.70 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. (54.7% Obligor and 45.3% Obligee)

(C) Child Support Payment

The child support payment (including cash medical support, if any) plus a 2% processing charge shall commence on _____ 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.

(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:

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 dependents 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, DRIVERS 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.

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

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

(I) Arrearage

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 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.

VII. OTHER

via email approval 11/11/24

Brendan Sullivan, Defendant

JoAnna Sullivan, Plaintiff


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