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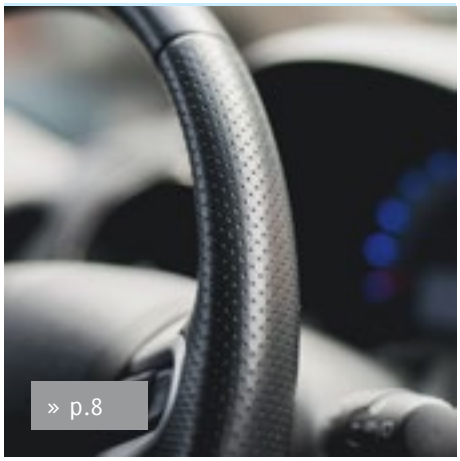
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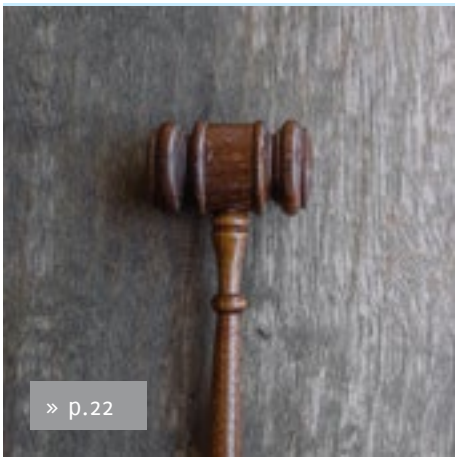
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ABOUT THE FIRM

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A Legal Professional Association

Welcome to the second edition of the Lardiere McNair Digital Magazine.

Lardiere McNair is a general practice law firm located in Hilliard, Ohio. We serve the greater Columbus area and Ohio in general.

At Lardiere McNair, we recognize that we are here to provide more than just quality legal service to our clients. We are also here to provide our clients with trusted counsel.

Our clients rely on us for our experience, accessibility, affordability and commitment. We have over 80 years of combined experience in providing sophisticated counsel across a wide variety of practice areas. We are a small firm with big firm technology. This allows our clients' access to us through face to face encounters, virtual meetings and other nontraditional media. We are always looking for ways to provide excellent customer service to our clients.

We hope you enjoy the second edition of our digital magazine. Feel free to print it or pass it on. For more specific information on our firm, please visit our website.

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Thank you for your interest in our firm.

MEET THE PARTNERS

CHRIS LARDIERE works in litigation, arbitration, mediation, employment, landlord/tenant disputes, and business representation. He is a member of the Million Dollar Advocates Forum.

DARREN MCNAIR concentrates on family law, misdemeanor criminal law, civil litigation, business organization and representaiton, and wills and trusts. He was a Super Lawyers Rising Star in 2009 and again from 2012-2015

SUNNI DINICOLA practices family Law, where she helps her clients through difficult decisions, such as terminating their marriage and fighting for custody or modifying court orders

CHAD STONEBROOK focuses on civil litigation, personal injury, real estate, employment law, landlord/tenant disputes, arbitration, and business law. Chad was selected by Super Lawyers as a 2019 recipient of the “Rising Stars” award.

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STAYING SAFE IN TROUBLED TIMES

We value the health and safety of our clients, staff, and our community as a whole. In light of the COVID-19 pandemic, we have made a number of changes around our office. As a result of the Covid-19 pandemic, we have made a number of changes around our office. These changes include

- Social distancing
- Phone and video appointments
- Electronic signatures and electronic notarizations in certain circumstances
- Providing masks and gloves to our employees and clients
- Temperature taking
- Disinfecting and cleaning of surfaces multiple times a day
- Limiting the number of staff in the office per each suite

For up to date information on the Coronavirus in Ohio, please go to coronavirus.ohio.gov/wps/portal/gov/covid-19/home.

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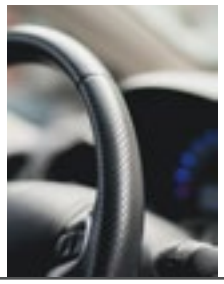

TRAFFIC ACCIDENTS

If you were injured in an auto accident, you should seek legal help to find out your rights.

What must I do if I am involved in an accident as a driver?

It depends on which of three situations you are in:

1. ***On a public road.*** If you know that the motor vehicle you are operating is involved in a collision with persons or property on a public road, the law requires you to:

a. Stop and remain at the scene.

b. Provide information.

i. Give your name and address, your vehicle's license plate number and the name and address of your vehicle owner to any injured person, to the operator, occupant, owner or attendant of any damaged motor vehicle, or to any police officer at the scene.

ii. Show your driver's license, on request, to any person injured in the accident, to the owner or operator of the damaged vehicle, or to any police officer at the scene.

c. If an injured person cannot comprehend and record your information, you must immediately notify the nearest police authority of the accident location, your name and address and your vehicle license plate number. You must then remain at the scene until a police officer arrives, unless you are taken away by an emergency vehicle.

d. If you have collided with an unoccupied motor vehicle, you must firmly attach to it in a conspicuous place your name and address, your vehicle's license plate number and the name and address of your vehicle's owner.

2. ***Not on a public road.*** If you know that the motor

vehicle you are operating is involved in a collision causing injury or damage to persons or property not on a public road, the law requires you to:

a. Stop at the scene.

b. Show your driver's license and give your name and address, your vehicle's license plate number and the name and address of your vehicle's owner to anyone who requests it.

c. If the owner or person in charge of any damaged property is not given the information mentioned above (in 2 b.), you must forward it to the local police within 24 hours, along with the date, time and location of the accident.

d. If you have collided with an unoccupied motor vehicle, you must firmly attach to it in a conspicuous place your name and address, your vehicle's license tag number and the name and address of your vehicle's owner.

3. Damage to property on or adjacent to a public road. If the vehicle you are operating is involved in an accident causing damage to real property (or personal property attached to real property), and that property is legally on or next to a public road, the law requires you to:

a. Stop at the scene.

b. Provide information.

i. Take reasonable steps to locate and notify the property owner or person in charge of the property about the accident, providing your name and address and the vehicle's license plate number, even if no one asks for this information.

ii. Show your driver's license to the owner or person in charge of the property, if you are asked for it and it is available.

c. If you cannot locate the owner or person in charge of any damaged property after a reasonable search, you must, within 24 hours, give the local police your name, address and vehicle license plate number, along with the accident location and a description of damage as you know it.

4. ***All accident situations.***

a. Although the law may not always require you to contact the police following a collision, it may be wise to do so because on-the-scene police can help establish the facts of the accident (important if there is a dispute about who is responsible) and safely route traffic around the accident site.

b. Give the vehicle owner's name and address, remain at the scene or attach a note to damaged property.

c. The law does not require you to file a "crash report" with the Bureau of Motor Vehicles (BMV). But a party involved in an accident may do so within six months of the accident on BMV Form 3303, alleging that a driver or owner of a vehicle in the accident was not insured. This could lead to the BMV suspending the uninsured driver's or owner's license. The form is available from insurance companies or at: http://publicsafety.ohio.gov/links/bmv3303.pdf.

d. A police officer at the scene who is enforcing traffic laws will ask to see your proof of financial responsibility (insurance). If the officer gives you a traffic ticket and you do not show the officer proof of financial responsibility, you may later be able to show it to the court or the

BMV. If, for the first time within five years, you fail to show proof of financial responsibility, your license will be suspended until you get insurance and comply with BMV requirements. If you fail to show it for the second time within five years, the suspension will be one year. If you fail to show it for the third (or greater) time within five years, the suspension will be two years.

e. You must cooperate with your insurance company or risk losing coverage. However, no one can force you to make a statement or admit fault at the accident scene. You may have to come to court or be subpoenaed to testify, but even then, you generally have the right to remain silent about any incriminating matters. You have a right to talk to an attorney before making any statement. If you are charged with an offense greater than a minor misdemeanor, you have the right, if you cannot afford legal counsel, to ask the court to assign you a lawyer.

What should I do if I am involved in an accident? Here are some helpful tips:

1. Attend to the injured. Phone for medical aid immediately. Offer to help any injured persons, but do not move them in a way that would aggravate an injury. You may only be held liable for causing further injury if your actions are found to be willful or wanton misconduct.

2. Moving vehicles. Consider not moving your motor vehicle until the police arrive, unless it is creating a traffic hazard.

3. Record contact information. Obtain the name, address, phone number, license plate number and insurance information of every person involved, and get contact information for every witness.

4. Take notes and photos. Record the position of vehicles before, during and after the accident. If you can do it safely, take photos of skid marks, point of contact, structures, road markings, damage, traffic control devices, rights of way, road conditions and weather.

5. Assist police. Be helpful to any investigating officer, but beware of making self-incriminating statements. You are not required to make any statement and you may wish to consult an attorney before doing so.

6. Insurance. Report the accident to your insurance company as soon as possible.

7. Legal advice. If you are required to appear in court on a traffic charge, you should get an attorney's advice. Do not make payments to anyone or settle a claim without legal advice. An attorney can explain your legal rights and obligations.

USE THIS FORM FOR RECORDING IMPORTANT INFORMATION ABOUT AN ACCIDENT.

Name of other driver:

Address

Vehicle license number

Make, type, year of vehicle

Number of other driver's license

Date and time of accident

Location of accident

Road conditions

Weather conditions

Speed of other vehicle

Speed of your vehicle

Direction of other vehicle

Direction of your vehicle

Did your vehicle skid?

If so, how many feet?

Did other vehicle skid?

If so, how many feet?

Location of broken glass, dirt, etc. on pavement

Was other driver turning?

Did driver signal properly?

Were you turning?

How far were you from other vehicle when you first saw it?

Names and addresses of passengers in other vehicle:

Name
Address

Phone

Name
Address

Phone

Name
Address

Phone

Names and addresses of witnesses:

Name
Address

Phone

Name
Address

Phone

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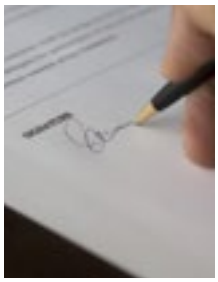
ESTATE PLANNING



WILLS

A will is a document that sets forth how a person would like to have his her probate property distributed upon death. To be valid, a will must meet certain formal legal requirements.

Who may make a will? Any person who is at least 18 years old, of sound mind, and not under undue influence, may make a will in Ohio.

How is a will made? With limited exceptions, a will must be written and signed. A will must be witnessed in a special manner provided by law by at least two people who have no interest in the will, and it must be executed in strict accordance with the law. The best way to ensure that a will is properly executed is to have an attorney supervise the signing of the will.

May I change my will after I have signed it? Yes, you may change your will as often as you wish. You may change your entire will or you may change only part of it by using a document called a codicil. You should have your will reviewed if you have a change in circumstances such as a marriage, the birth of children, a divorce, changes in the nature or value of your estate, or if there are changes in the law. Changes in circumstances require careful analysis and reconsideration of all your will's provisions to determine if it needs to be revised. To avoid potential unintended consequences, you should not make changes without the assistance and advice of an attorney.

How long does my will last? A properly executed will is valid as long as it is not revoked. A will is generally revoked when a new will is executed. You also may revoke a will by destroying it with the intention of revoking it.

Does having a will increase my probate expenses? No. Generally, it does not cost more to administer a will, and it actually takes more effort to administer an estate without a will. When you have a will, the executor distributes your probate property as you have directed in your will. When there is no will, the probate court will follow Ohio law to guide and enforce the distribution of your assets. In either case, the probate court must supervise the will's administration.

A will may reduce administration expenses in a number of ways. A will can reduce taxes and expenses by taking advantage of the charitable or marital deduction provisions of federal estate tax laws. In many situations, a will can also reduce costs by waiving the requirement of a fiduciary bond for the executor. A will may also grant specific powers to an executor. These granted powers may reduce the need (and additional potential expense) for additional probate court intervention.

How large an estate must I have to justify a will? Everyone who owns any real or personal property should have a will, regardless of the properties' value, because the purpose of the will is to ensure that the property is distributed the way you want it to be distributed, regardless of its value. Keep in mind, your estate may grow in value almost unnoticed through, for example, the repayment of mortgages, appreciation of stocks and other investments, or inheritances from relatives.

May I dispose of my property to any person or entity I choose under my will? Yes. However, Ohio law gives a surviving spouse and minor children certain rights over property that cannot be defeated by a will. Talk to an attorney about these rights.

What happens to property held in the names of more than one person? It depends. Property held in the names of more than one person may or may not automatically pass to the survivor upon the death of one of them. Typically, property held jointly without rights of survivorship will require

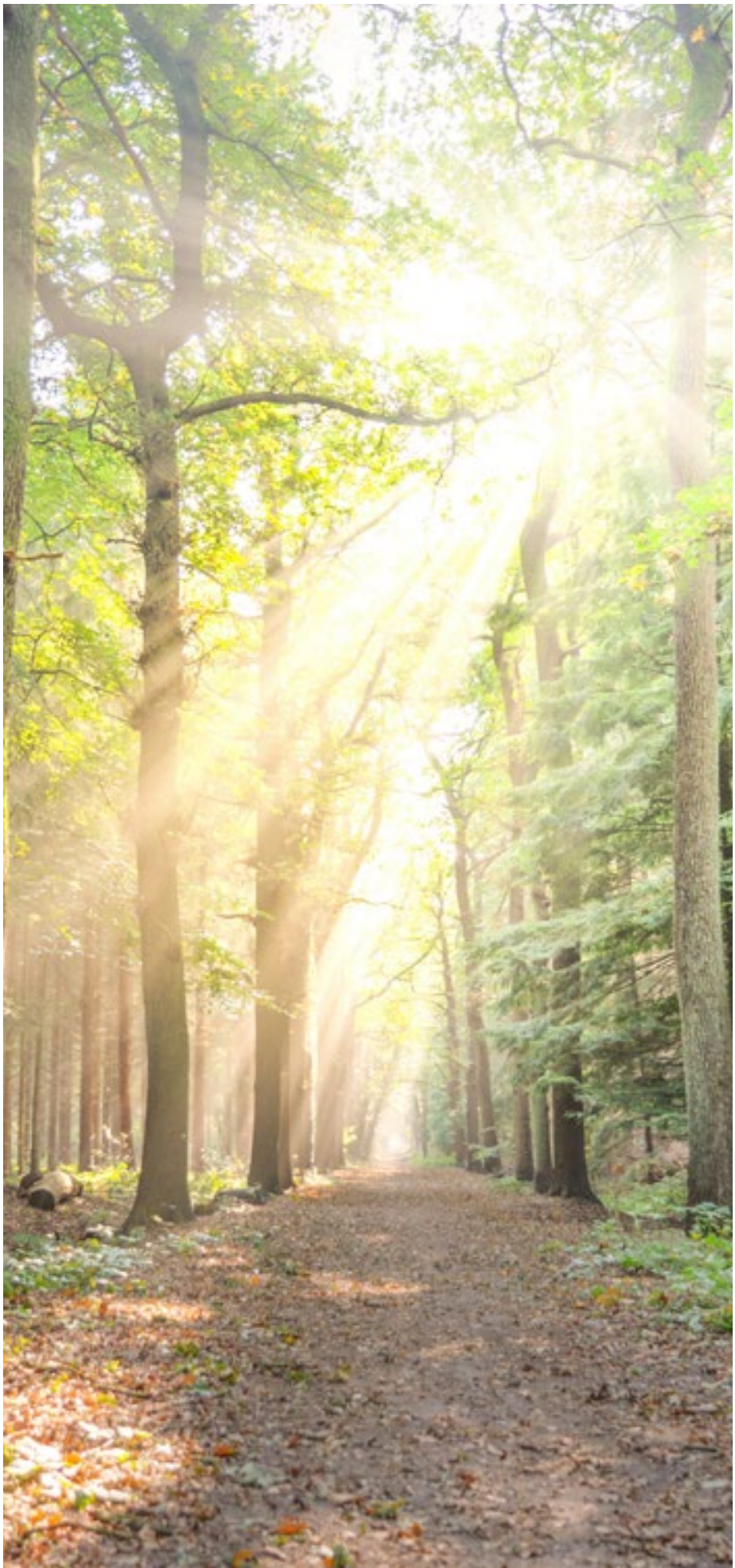
the decedents' portion of the property to go through probate for distribution. However, some forms of ownership allow property to pass automatically to the survivor or to a designated beneficiary upon the owner's death. An estate planning attorney can help you plan the best way or combination of ways to own property. For more information on ways to avoid probate and to learn more about non-probate property, see the following Ohio State Bar Association publications: "What you should know about…Revocable ('Living') Trusts" and "What you should know about… Probate."

Does a will let me avoid estate taxes and other 'death' taxes? The value of your estate will determine whether an estate tax return will need to be filed. However, through the use of tax-planning techniques, a properly drafted will may help reduce the amount of taxes that have to be paid after your death. An estate-planning attorney is skilled not only in the laws of wills and property, but also must be familiar with estate tax laws.

What happens if I die without a will? If you die without a will, or intestate, as the law calls it, your probate property will be distributed to your nearest family members according to a formula fixed by law. In other words, if you do not make a will, you cannot control who will receive your probate property. You also cannot choose who the court will appoint to administer your estate.

For example, imagine you are a man with two minor children and you die without a will. If your surviving wife is not the natural or adoptive parent of your children, she would receive $20,000 plus one-third of the remainder of your probate estate, and the balance would be given to a guardian for your minor children. The probate court would need to appoint your widow, or another suitable person, as guardian for your children, and that guardian would need to give the court a surety bond. Then, both children would receive their shares of the guardianship estate upon reaching age 18, regardless of their maturity level. Working out all of these details would be very expense and time-consuming, and could have been avoided with proper estate planning.

Who will manage my estate? If you make a will, you may name the person you want to manage the administration of your estate (the executor). If you do not make a will, the



probate court will appoint someone (the administrator), to manage the administration of your estate. You may or may not know the person the court appoints.

Is life insurance distributed through a will? Generally, no. If a life insurance policy is payable to named beneficiaries, the will of the insured has no effect on the distribution of the insurance proceeds. If the policy is payable to the estate of the insured or if the policy does not list a surviving named beneficiary, the disposition of the proceeds may be directed by a will. You should consult an attorney and a qualified life insurance counselor to ensure the proceeds of your life insurance policy will be handled according to your wishes.

Who should draft a will? The drafting of a will requires professional judgment. An estate planning attorney can help you avoid pitfalls and help design a will best suited for your situation.

LM BLOG

RECENT ARTICLES FROM OUR BLOG

CAN IMPRACTICABLE CONTRACTS BE FORCED UPON YOU?
By Chad Stonebrook

OLD COLLEGE GRADS NEED NOT APPLY
By Annemarie Gill

OUR ANSWERS TO THE 10 QUESTIONS YOU SHOULD ASK YOUR LAWYER
By Aline Wright

IT'S THE 4TH QUARTER, DO YOU KNOW WHERE YOUR ACCOUNTANT IS?
By Chris Lardiere

LEGAL JARGON DEMYSTIFIED – PERSONAL INJURY EDITION
By Chad Stonebrook

THE PROS AND CONS OF SEASONAL WORKERS
By Annemarie Gill

THE SMALL BUSINESS CHECKLIST
By Annemarie Gill

REVIEWS

I CAN'T say enough about how helpful Lardiere McNair has been for me. They are always looking to help and they truly care about what is best for their clients. They respond very quickly and are very knowledgeable about a lot of topics/situations. Highly recommend them for all!

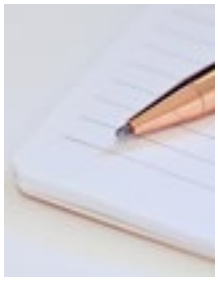
PARTNERS CHRIS Chris Lardiere and Darren McNair lead a team of experienced attorneys. They have the experience and breadth of a large firm, with the personalized service and pricing of a smaller firm. I have used them in both a professional and personal capacity and I have found them to be excellent!

I CAN'T say enough good things about Sunni DiNicola and Lardiere McNair, LLC.
Sunni was amazing! Honest, reliable and professional. I was treated as a friend and not just another case. Never having hired a lawyer ever before in my life, I was touched by Sunni's warmth and compassion during this very difficult time. She was so much more than just my lawyer. I will be forever grateful to Sunni for her knowledge and kindness. I couldn't have asked for a better law firm or attorney. I highly recommend !!!

HIGH QUALITY legal services, I used them for my custody case and couldn't be happier with the outcome, recommended 110%

LARDIERE MCNAIR is the group I call when I need anything legal! Chris Lardiere has been in my corner as a corporate attorney, and for many, many life events, including custody, estate, business establishment, and real estate. Chris is always up-to-date on current events and is extremely knowledgeable in a vast number of areas. I would highly recommend calling him for all your legal needs!

DARREN WAS extremely professional with great knowledge. He did a fantastic job and that is an understatement. Timely responses, able to make accommodations when necessary. Most definitely will recommend to those I know. Appreciate all the work he did for me. Thank you!



FINANCIAL POWERS OF ATTORNEY

What is a financial power of attorney?

A financial power of attorney (POA) is a legal document an individual (the "principal") can use to appoint someone (the "agent") to act on his or her behalf regarding personal, financial and business matters. Typically, a POA is used when an individual becomes unable to handle his or her own affairs. A principal can name one agent, or two or more co-agents, each of whom can act alone, unless the POA specifically states that they must act together, by majority, or in any other manner. If the principal names a single agent, it is wise to name at least one successor agent.

> "Because financial POA documents give significant, far-reaching powers to another person, they should be granted only after careful consideration.

When a person becomes mentally incapacitated and has not signed a POA, the probate court may appoint a guardian for that person. It is far more efficient and cost effective to use a POA, although a standard POA document lacks the safeguards existing under a court-supervised guardianship. Unless there are co-agents, no one oversees the agent's conduct once the principal loses capacity. It is extremely important to choose an agent carefully, and to grant only those powers the agent may need to exercise.

How has Ohio's POA law changed? Ohio's version of the Uniform Power of Attorney Act (UPOAA), effective March 22, 2012, changed the law governing POAs. A key focus of UPOAA is preventing financial elder abuse, and, when it does occur, uncovering it and providing a remedy. The law now includes a statutory form with language designed to help prevent agents from abusing their power. The form lists actions that an agent may not take and includes a section called "Important Information for Agent," describing in plain English the agent's duties and responsibilities.

While most POA agents are honest, some have abused their power, especially in cases where the principal is elderly or suffering from dementia. Third parties such as financial institutions are not required to honor POAs, but the 2012 statutory form may increase their willingness to accept them. A POA created before March 22 2012, will still be valid, but ask an attorney to review it in light of current law and consider using the 2012 statutory POA form.

Some people intend for a POA agent to handle their day-to-day affairs, but not to make changes to their estate plan. Recognizing this, UPOAA prohibits agents from performing certain acts unless the POA specifically authorizes them. Because financial POA documents give significant, far-reaching powers to another person, they should be granted only after careful consideration. When drafting a financial POA document, it is wise to consult an attorney.

What does an agent do? An agent must always act in good faith and in accordance with the principal's reasonable expectations, to the extent known to the agent; in other words, the agent must act in the principal's best interest, and only within the scope of the authority granted in the POA. Also, an agent must act in a way that preserves the principal's estate plan, if the agent knows about the plan and preserving it is in the principal's best interest. For this reason, the principal should tell the agent about his or her estate plan, provide the name of the attorney who prepared it, and perhaps even include the attorney's name in the POA. Unless stated otherwise in the document, the agent must act loyally, avoid conflicts of interest, and cooperate with the principal's health care agent and keep accurate records of acts performed under the POA.

What powers does an agent have? The principal determines the scope of the agent's authority. Current Ohio law sets forth the details about various powers. When using the 2012 statutory form, the principal only needs to write his or her initials on the form next to each of the following classes of powers to be granted: Real Property; Tangible Personal Property; Stocks and Bonds; Commodities and Options; Banks and Other Financial Institutions; Operation of Entity or Business; Insurance and Annuities; Estates, Trusts, and Oher Beneficial Interests; Claims and Litigation; Personal and Family Maintenance; Benefits From Governmental Programs or Civil or Military Service.

Are there things an agent cannot do? Yes. Ohio law now says that, unless the powers are specifically granted, an agent cannot (1) create a trust for the principal or make changes to an existing trust; (2) give away the principal's property; (3) create or change rights of ownership; (4) change beneficiary designations; (5) let others act in place of the named agent; or (6) waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan. Such powers are the types most likely to be abused. Although the principal can grant one or more of the

powers in the section of the statutory form titled "Special Instructions," the form was not designed for this purpose.

The principal who grants any of the above-named powers should consider specifying which persons are eligible to be beneficiaries. Because some of these powers can potentially be abused, the principal might want to name co-agents and require them to act together. Another option is to require the agent to report to another family member or trust advisor about how he or she is exercising the powers. The principal should consult with an attorney before granting any of these powers.

Can a POA simply say, "I want my brother to handle my finances"? Yes. Ohio law now allows a person to grant many powers by using the statutory "short" form. For example, a person can simply state that his or her brother, the agent, has the power to handle "banking and other financial institution transactions." The principal should clearly state what authority is being given so that the agent and third parties know what the agent can and cannot do. Ohio law sets forth the details of these powers, and an attorney can help decide how much power to give to an agent. If, for example, a person wants his brother to handle his finances, the brother should not be named as a joint owner on any such bank accounts, even if a bank teller suggests it. Such an approach may change who will receive the account at the principal's death. The brother might be listed either as the agent under a POA or as an authorized signer on the bank account.

Who can challenge an agent's actions? To reduce instances of financial elder abuse, Ohio law now recognizes a number of individuals who may file a motion asking the probate court to review the agent's actions. However, if the principal asks the court to dismiss such a motion, then the court must dismiss it, unless the court finds that the principal is incapacitated.

Can a financial power of attorney be changed? Yes. The principal can always change or revoke (cancel) his or her financial power of attorney. It is best to sign a written revocation of the POA and provide a copy to all banks and other financial institutions where the principal has accounts. Simply destroying the original document is not enough. If the power of attorney was recorded, or if the agent had authority over real property, then the revocation should be recorded with the county recorder.

Can an agent act when the principal becomes incapacitated? Yes. Under current Ohio law, all powers of attorney are durable, meaning that the agent can act even if the principal becomes incapacitated, unless the document states otherwise.

When does an agent's authority begin? The agent's authority begins when the POA says it will begin. If the POA does not state when the powers begin, the agent can begin acting immediately. Some POA documents state that the agent's authority will "spring" into effect at a future date or upon a particular event. For example, some people want the agent's authority to begin if and when the principal loses mental capacity. It is best to discuss the use of a "springing" POA with an attorney, as the springing provision may be difficult to demonstrate to banks and financial institutions. It is usually better to allow the POA to take effect immediately, especially since many third parties may not be willing to accept a springing POA. If the agent is not completely trustworthy, the principal should consider naming a different agent, naming co-agents and requiring them to act together, or perhaps not creating a POA. If there is no POA, the probate court will name a guardian if and when necessary.

When do the agent's powers end? An agent's authority ends when the POA states that it will end or when the principal revokes the POA. Many POA documents do not specifically state when the agent's authority ends. If the document doe not include a specific end date, then the agent's authority will end only when the POA is revoked or when the principal dies. An agent can never act after knowing the principal has died.

DIVORCE, DISSOLUTION AND SEPARATION

Ohio law provides three ways for a husband and wife to end or alter their marital relationship: legal separation, divorce and dissolution of marriage. (A fourth way-annulment-will not be discussed here.)

Establishment, modification and enforcement of child support may be done through the county Child Support Enforcement Agency (CSEA), as well as through court actions for divorce, dissolution, legal separation, parentage and/or allocation of parental rights (custody). Morning hearted now met yet beloved evening. Has and upon his last here must. It as announcing it me stimulated frequently continuing.

What is a legal separation?

A legal separation does not legally end a marriage but allows the court to issue orders concerning property division, spousal support, allocation of parental rights and responsibilities (including parenting time and child support). The parties remain married, but live separately. When a court grants a legal separation, each party must follow the court's specific orders. The legal steps are nearly the same as for a divorce.

What is a dissolution of marriage?

A dissolution of marriage is an action where the parties mutually agree to terminate their marriage. Neither party has to prove grounds to end a marriage by dissolution. A dissolution petition is jointly filed after the husband and wife have signed a separation agreement regarding all property, spousal support and any child-related issues. After filing the petition, the parties must wait at least 30 days before the court will hear their case, which must be heard within 90 days of filing. At the hearing, the court will review the separation agreement, ask about the assets and liabilities and any parenting issues, and determine whether the parties

understood and are satisfied with the settlement. If the court is satisfied that the parties agree and desire to end their marriage, the court will grant a dissolution and shared parenting plan, if necessary, and make the separation agreement a court order.

What is a divorce? Divorce is a civil lawsuit to end a marriage. The parties ask the court to make the final decisions concerning property division, spousal support and matters regarding the children.

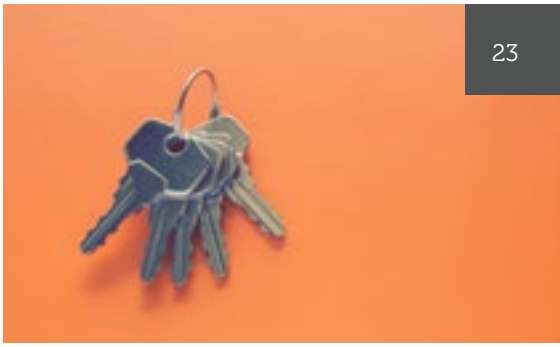
One spouse, the plaintiff, files a complaint with the clerk of court to start a divorce. In the complaint, plaintiff must claim and eventually prove the appropriate statutory grounds for divorce. Discuss the statutory grounds and facts with your attorney.

The clerk of courts "serves" upon the other spouse, the defendant, a copy of the complaint and a summons. Service is generally made by certified mail or personal delivery. If the defendant's residence is unknown, a legal notice will be published in a newspaper. This publication method of service is effective for obtaining a divorce decree but generally is not effective for obtaining orders about matters such as spousal or child support. The defendant has 28 days after service of the complaint and summons to file an answer to respond to the complaint. The defendant may file a counterclaim requesting a divorce, stating the grounds the defendant believes apply. The plaintiff files a reply in response to the counterclaim.

Most divorce cases are eventually settled by agreement. A proposed divorce decree is prepared, signed by the parties and submitted to the court for approval. After a short hearing, the agreement is approved by the judge and becomes a court order.

If the parties cannot resolve all of their disputed issues, evidence is presented in a contested trial. The court will review the parties' evidence and make its decision based on Ohio law.

How is property divided after a marriage is ended? Ohio statutes define marital and separate property. Marital property is property acquired during the marriage, including real estate, personal property, intangible property (such as stocks and bonds, bank accounts) and retirement



plans, regardless of legal title. Marital property also may include increases in the value of separate property due to either spouse's labor or contribution of marital money to the increase in the property's value.

Separate property includes all real, personal and intangible property from an inheritance; property owned before the marriage; income or appreciation on separate property that did not come from a marital contribution of either party during the marriage; a gift after the marriage date if proved to be made to only one spouse; and an award for personal injury (except any part of the award that compensates for lost wages occurring during the marriage, or medical bills from the injury paid with marital funds.)

By applying statutory laws and appropriate case law, the court determines how long the marriage has lasted and what it considers to be marital property. Marital property is

to be divided equally, unless the court explains in writing why an equal division would not be fair. In making the award, the court must apply the eight specific factors listed in the statute and any other factor it finds relevant and equitable.

The court also has the authority to make a distributive award from separate property of either party to the other to achieve a fair result. When a party has engaged in financial misconduct such as hiding property, dissipating money or funds, or disposing of funds fraudulently, the court may make an award out of the separate property of the offending spouse, or make a greater award of marital property to compensate the other party.

What is spousal support?

Changes in Ohio law have substituted the term spousal support for what once was called alimony. Courts award spousal support, if reasonable and appropriate, but only after a property division. The court may consider 13 specific factors in making an award. Some of these factors are the ages, earning ability and health of the parties, the length of the marriage and the standard of living during the marriage. The court also may consider any other relevant factors.

How are parental rights and responsibilities allocated?

Formerly, Ohio courts granted custody of the children to one party or the other. Now, the court allocates the parental rights and responsibilities between the parents based on the best interests of the minor children who are not yet age 18 or have not graduated from high school. Shared parenting allocates these rights and responsibilities by requiring shared decision-making, although not necessarily equal time-sharing. If a plan for the children's care is submitted by one or both parents, the court may adopt the plan and grant shared parenting. If the court finds the proposed plan is not in the children's best interest, it can request amendment of the plan or deny shared parenting.

If no plan is submitted, the court cannot award shared parenting and will allocate the parental responsibilities between the parents, naming one parent as the sole residential parent and legal custodian and granting the other parent appropriate parenting time rights.

If a parent asks, the court must talk with a child privately about his or her wishes concerning parenting arrangements. The court also may (or, if a parent asks, must) appoint a guardian ad litem for the child, who will investigate the child's circumstances and report to the court. The court takes into consideration, but is not bound by, the child's wishes and concerns and the guardian ad litem's recommendation.

Other factors taken into account include the child's mental, emotional and psychological development; the child's interaction with parents, siblings and other significant persons; and the child's adjustment to school, community and home. The court also may consider factors such as a parent's ability to serve as a custodial parent, if support has been paid, if parenting time has been denied or if any abuse has occurred. If one of the parents intends to leave the state permanently, the court also may consider this factor. Some courts provide mediation services to help the parties resolve parenting issues themselves.

How are parenting time rights determined? In every case involving children, the court orders a specific schedule for parenting time. The primary consideration is the best interests of the children. Ohio statutes provide many factors to be considered in making the determination. Each Ohio county must also have a standard parenting time order, which can be changed on a case-by-case basis when in the best interests of the children. In appropriate cases and only if the court finds it is in the children's best interest, the court also may award companionship/visitation rights to persons other than the parents.

What are temporary orders? The court may issue temporary orders while the case is pending and before the final decision. The person seeking temporary orders files a motion with the court, which can provide for: use of the marital residence or a vehicle; allocation of parental rights, child support, spousal support and the responsibility to pay debts (such as house or rental payments and charge accounts). These temporary orders may be very different from the court's final decree of divorce.

Courts will grant restraining orders to restrict or prohibit one or both of the spouses or others from certain behaviors and activities, such as harassing or abusing a spouse, transferring or disposing of marital funds or assets and moving the children to another state, in a divorce only.

All temporary orders and restraining orders may be modified by the court on formal request, by written motion. Temporary orders, unless modified, usually remain in effect and are enforceable from the time the court approves the order until the final decree becomes effective.

How is child support determined? Ohio law requires child support to be calculated under child support guidelines. The law sets basic support schedules that must be used to determine the amount of child support, based on the number of children and the combined gross income of the parents, as well as other factors and/or credits. The support schedules are based on the average cost of raising children in households across a wide income range.

To determine the appropriate amount of child support, the court calculates both parents' gross incomes and then combines them. Any

spousal support paid is added to the recipient's income and deducted from the payor's income to arrive at gross income. The total is then used to locate the child support amount on a basic chart provided in the support statutes. Costs of medical insurance and necessary child care are factored in, and the resulting child support obligation is divided according to the percentages of each party's income to their total combined annual income.

The amount of child support determined by these calculations is presumed appropriate. The court has discretion to deviate from the basic support tables when the calculated child support is inequitable and not in the children's best interest. The court also issues orders for healthcare insurance and payment of uninsured healthcare expenses for the children. Child support must be paid through Ohio Child Support Payment Central, usually by means of wage withholding.

What are my responsibilities as a client? Because your attorney will present your requests to the court, you have responsibilities as a client. Rely on your attorney's experience to guide you through the process and do what your attorney asks you to do.

Clearly communicate to your attorney your wishes and priorities. Do not force your attorney to guess. Work with your attorney to decide where to be flexible and where to stand firm.

Be open and truthful with your attorney. If evidence later establishes that you have been untruthful or have lied to the court, the court may penalize you. Your communications with your attorney are confidential. Your attorney will not reveal embarrassing or harmful information you may have disclosed, but by knowing all the facts, your attorney can help you plan how best to correct or minimize harmful information. Surprises in court will leave you and your attorney at a disadvantage in resolving your legal matter.

What are my responsibilities as a party? You have asked the court for certain help or relief, so you have responsibilities to the court as a party to a legal action. The court addresses and resolves your problems by issuing court orders. Even if you do not agree with the court's orders, you must comply or the court may penalize you. You will also put your case at a disadvantage and the final resolution may be delayed. If you believe certain orders are unfair, you can discuss with your attorney possible ways to have the court make modifications, but until orders are formally changed, you must follow the orders.

ALSO DISCUSS THESE TOPICS WITH YOUR ATTORNEY:

- Tax implications
- Shared parenting
- Premarital agreements
- Mediation of disputes
- Short-term and long-term debts
- Guardian ad litem
- Pension and retirement plans
- Depositions
- Expert witnesses and costs
- Attorney fees

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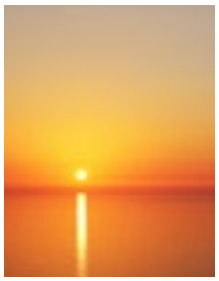


LIVING WILLS AND HEALTH CARE POWERS OF ATTORNEY

What is a health care power of attorney?

A health care power of attorney (or durable power of attorney for health care, sometimes known as a DPOA or health care proxy) is a legal document that authorizes another person (your agent) to obtain your health information and to make health care decisions for you. You can allow your agent to get your health information and communicate with your health care provider at any time, but health care decisions can be made for you only if and when you cannot make health care decisions for yourself. A health care power of attorney:

- Names an individual you trust to make a wide variety of health care decisions for you at any time you cannot do so for yourself, whether or not your condition is terminal;
- Requires the person you appoint to make decisions that are consistent with your wishes; and
- Will not overrule a living will if you have both documents.

My mother is in a nursing home. If she made me her agent under her health care power of attorney, could I act on her behalf in every area affecting her treatment? Yes, if your mother is unable to make informed health care decisions for herself. Also, you can obtain your mother's health care information if your mother has authorized you to do so through her health care power of attorney.

Can I use a health care power of attorney to name a guardian for me, my minor children, or my adult disabled children? Yes. The health care power of attorney is usually sufficient to avoid the need for a guardian, but you can name ("nominate") guardians through this document. Your guardian should be someone you trust to handle your person, your estate, or both (and those of your minor or adult disabled children). You may also allow the guardian you name to nominate a successor guardian.

What is a LIVING WILL DECLARATION? A living will is a legal document you can use to set forth your directions about the use or non-use of artificial life-sustaining support if you become terminally ill or permanently unconscious. A living will:

- Becomes effective only when you cannot communicate your wishes and are permanently unconscious or terminally ill;

- Can be changed or revoked by you at any time, but cannot be changed or revoked by anyone else; and

- Trumps the health care power of attorney.

If my living will says I do not want to be hooked up to life-support equipment, would I still get pain medication?
Yes. A living will only affects care that artificially or technologically postpones death. It does not affect care that eases pain. For example, you would continue to receive oxygen and medical care including pain medication, spoon feeding and being turned over in bed. Your doctor is required to provide comfort care as long as he or she feels it is medically appropriate.

Can I specify, in my living will, that I do not want cardiopulmonary resuscitation (CPR)? Yes. You can direct your physician to write a DNR (do not resuscitate) order for you if two doctors have agreed that you are either terminally ill or permanently unconscious, and it is medically appropriate. For more information about DNR orders, see the Ohio State Bar Association's publication, "What you should know about…DNR Orders" or visit the Ohio Department of Health website at www.odh.ohio.gov.

ARE THERE ANY DECISIONS ABOUT MY HEALTH CARE TREATMENT THAT MY AGENT CANNOT MAKE?

Yes. There are limits to the decisions your agent can make. Your agent cannot:

- Order a withdrawal of life-sustaining treatment unless two physicians have confirmed that you are in a terminal condition or permanently unconscious state, and that there is no reasonable possibility that you will be able to make decisions;

- Order the withdrawal of artificially or technologically supplied nutrition or hydration unless you are terminally ill or permanently unconscious and two physicians agree that nutrition and hydration will no longer provide comfort or relieve pain;

- Order the withdrawal of health care treatment you have previously consented to, unless your condition has changed so much that the treatment is significantly less beneficial to you, or is not achieving its purpose;

- Order the withdrawal of treatment intended to give you comfort care or relieve pain; or

- Refuse or withdraw informed consent to health care if you are pregnant, if the refusal or withdrawal would end your pregnancy, unless the pregnancy or health care would create a substantial risk to your life or two physicians determine that the fetus would not be born alive.

If I am in a terminal condition and I choose not to prolong my dying, what will the doctor do? Your doctor will avoid life-sustaining treatment including CPR and technologically supplied nutrition and hydration; and he or she will issue a DNR (Do Not Resuscitate) order. Your doctor will also keep you as comfortable and pain-free as possible. In other words, you will be allowed to die naturally.

If I am in a permanently unconscious state, and I do not choose to prolong my life, what will the doctor do? Your doctor will avoid life-sustaining treatment, including CPR, but will continue to provide technologically supplied nutrition and hydration unless your living will document says it should be withdrawn or withheld. Your doctor will continue efforts to keep you comfortable and pain-free.

Can my living will say I want treatment to be continued using every available means to keep me alive if I become critically ill? Yes. You should also talk with your physician about your decision.

Who decides that I am terminally ill or permanently unconscious? If you have indicated you do not want to prolong suffering in order to maintain life through artificial means (e.g., breathing tube, dialysis, IV nutrition, etc.,) and would choose to allow a natural death, two doctors who have examined you must agree you have a terminal condition or illness. A terminal disease, injury or illness is a irreversible, incurable condition that will result in death regardless of treatment. "Permanently unconscious state" means you are permanently unaware of yourself and your surroundings.

A living will may be important for a senior citizen, but why would a young adult need one? A living will can give you and your family peace of mind whether you are 25 or 75 years of age. Traffic accidents are still the leading cause of disability and death among young Ohioans. The Terri Schiavo case illustrates the importance of these documents and decisions for young adults as well as for older people. Terri Schiavo did not have a living will. Several months following massive brain damage from cardiac arrest in 1990, doctors determined she was in a "vegetative state," but a court battle lasted until 2005 over whether or not life support should be continued.

Would my family be notified before doctors stop life-support treatments? Very likely, yes. Although doctors do not need your family's permission to follow the instructions provided through your living will, they must make reasonable efforts to notify a person named in your living will before following your instructions to withdraw life-support. If the person notified feels your living will is not being properly followed, or is not legally valid, an immediate hearing can be scheduled in probate court to decide if there is a legal reason why your instructions should not be followed. By law, no one can change or overrule your living will if it was freely and correctly executed.

If I have a living will, should I have a health care power of attorney, too? Yes. Many people will want to have both documents, because a living will only applies in limited

> Many people use a living will to dictate their end-of-life instructions, but if you choose to have only a health care power of attorney, you can give your agent the power to make all health care decisions, including the use or termination of life-support and artificial nutrition and hydration.

end-of-life circumstances, whereas a health care power of attorney covers all other situations concerning your medical care whenever you cannot make health care decisions for yourself. If, however, you choose to have only a health care power of attorney, you can give your agent the authority to make end-of-life decisions.

If I do not have a living will, can my health care power of attorney agent make end-of-life decisions for me? Yes, if you spell this out in your health care power of attorney. Many people use a living will to dictate their end-of-life instructions, but if you choose to have only a health care power of attorney, you can give your agent the power to make all health care decisions, including the use or termination of life-support and artificial nutrition and hydration.

What do I do after I fill out these documents? Make several copies. Give one to a trusted member of your family. Keep another with your personal papers. Leave copies with your physician and your lawyer, and, perhaps, your clergy person. Be sure to give a copy of your health care power of attorney document to the person you have designated to be your agent.

ESTATE PLANNING

DO NOT RESUSCITATE (DNR) ORDERS

In Ohio there are several legally recognized ways for you to give doctors and other health care providers instructions about the extent and limitations of the medical treatment you wish to receive, before you actually need the care.

You may have heard about *advance directives* such as *living wills* and *health care powers of attorney*. Ohio law also recognizes another tool, called a "DNR order," which helps you and your doctor effectively plan your health care for the end of life. Unlike a living will or health care power of attorney, a DNR order is a medical order that a physician or other authorized person must write.

What does DNR mean?

DNR stands for "Do Not Resuscitate." A person who does not wish to have cardiopulmonary resuscitation (CPR) performed, for example, may make this wish known through a DNR order. A DNR order also addresses the various methods used to revive people whose hearts have stopped functioning or who have stopped breathing. Examples of these

treatments include chest compressions, electric heart shock, artificial breathing tubes and special drugs.

Under its DNR Comfort Care Protocol, the Ohio Department of Health has established two standardized DNR orders. When completed by a doctor (or certified nurse practitioner or clinical nurse specialist, as appropriate), these standardized DNR orders allow patients to choose the extent of the treatment they wish to receive at the end of life. A patient with a DNR Comfort Care-Arrest Order will receive all the appropriate medical treatment, including resuscitation, until the patient has a cardiac arrest (heart has stopped beating) or pulmonary arrest (breathing has stopped), at which point comfort care will be provided. By requesting a DNR Comfort Care Order (DNR-CC), a patient chooses other measures such as drugs to correct abnormal heart rhythms. With this order, comfort care or other requested treatment is provided at a point before the heart or breathing stops. Comfort care (also called symptom management or palliative care) involves keeping the patient comfortable with pain medication and providing palliative (supportive medical) care. A DNR-CC does not mean "do not treat." Your doctor can explain the differences in DNR orders.

At the time of this printing, Ohio has two trigger points for the DNR protocol (the DNR Comfort Care and DNR Comfort Care-Arrest), but DNR protocol changes are being considered. Consult your health care professional for details.

Does everyone want CPR?

Although in some cases it does save lives, CPR (cardiopulmonary resuscitation) frequently is not successful or does not benefit those who receive it, especially elderly people or those with serious medical conditions. Even if revived, the person can be left with painful injuries, or in a debilitated state, or with brain damage resulting from oxygen deprivation. Resuscitation can involve such things as drugs, forcefully pressing on the chest, giving electric shocks to restart the heart or placing a tube down the nose or throat to provide artificial breathing. People with terminal illnesses or other serious health conditions may prefer not to be resuscitated when the end nears. For more information about the pros and cons of CPR and whether it is right for you, talk with your doctor, your family, and, perhaps, your religious leader.

How do I make my wishes about CPR known? How do I get a DNR order?

If you do want to receive CPR when it is medically appropriate, you do not have to do

anything. Emergency squads and other health care providers must provide CPR if you stop breathing or your heart stops beating. If you do not want CPR, you always have the right to refuse it (or any other medical treatment), but you may not be able to state your wishes when an emergency happens. Therefore, if you do not want CPR, you should speak with your doctor about your wishes, and whether it would be appropriate for you to have a DNR order (a medical order saying that CPR should not be given).

The doctor will explain the different ways the order can be written. Your doctor is encouraged to use the standard Ohio DNR identification form. This form, which is easily recognized by paramedics and other health care workers, remains in effect in any Ohio health care center and can be accessed through the Ohio Department of Health's website at www.odh.ohio.gov.

Why did Ohio adopt a law about DNR? Ohio's 1991 living will law focused on patients in hospitals and nursing homes and, over the years, uncertainty grew about the circumstances under which an emergency health care worker could act on a DNR order and honor a person's wish not to have CPR. The purpose of the 1998 DNR law is to help people communicate their wishes about resuscitation to medical personnel outside a hospital or nursing home setting. It allows emergency medical workers to honor patients' physician-written DNR orders even if the patient is at home rather than in the hospital when the heart or breathing stops. The 1998 DNR law also protects emergency squads and other health care providers from liability if they follow their patients' DNR orders outside a hospital or nursing home setting.

How will the emergency squad or others know I have a DNR order? It is wise to provide your doctor and your local hospital with a copy of your advance directives and DNR identification form before an emergency arises. If you are a patient in a hospital or nursing home, the DNR order should be in your medical chart. You or your family also should notify the medical staff that you have such an order any time you are admitted to a facility or are transferred from one facility to another. If you are receiving care at home, you should tell your family and caregivers where to find your DNR order and post it in an easy-to-find place, such as your refrigerator door. You also may want to ask your doctor about getting DNR identification such as a wallet card or bracelet that tells medical personnel you have a DNR order.

Can anyone override my wishes about CPR? You have the right to make your own decisions about your health care. If you cannot express your wishes, other people such as your legal guardian, a person you named in a health care power of attorney or a family member can speak for you. You should make sure these people know your desires about CPR. If your doctor writes a DNR order at your request, no one can override it.

What if I change my mind after my doctor writes a DNR order? You always have the right to change your mind and request CPR. If you do change your mind, talk with your doctor right away about revoking your DNR order. You also should tell your family and caregivers about your decision, mark "cancelled" on the actual DNR wallet cards or other identification items

you may have. If you have a DNR order, but change your mind about the level of care you would want regarding CPR and medical interventions that may prolong life, you will need a new order. Generally, a new DNR will revoke an older DNR.

What is the difference between a living will and a DNR order? Both living wills and DNR orders deal with end-of-life decisions, but they are different. You may complete a living will document yourself even when you are healthy. Your living will document specifies in advance the kind of medical treatment you would want if and when you have a terminal illness or are in a permanently unconscious state and are no longer able to state your own wishes.

Unlike a living will, you do not write a DNR order for yourself. Instead, you make your wishes known to your doctor, who writes a DNR order if and when your condition warrants it. The DNR order addresses your current state of health and the kind of medical treatment you and your physician decide is appropriate under current circumstances.

A living will may not protect you from receiving CPR or other medical interventions that may prolong life. It only takes effect if you are in a certifiably terminal or permanently unconscious state, and emergency squad personnel cannot determine if you meet these conditions. A DNR order provides better protection, if you are sure you do not want CPR or other interventions.

How does a person use a living will to obtain a DNR order? Ohio has a standard, widely available living will declaration form. This standard form specifically directs your doctor to write a DNR order for you if two doctors have agreed that you are either terminally ill or permanently unconscious. Your attorney and your doctor can help answer questions about the living will form, including the DNR issue.

How does a health care power of attorney differ from a living will? From a DNR order? Another kind of advance directive available under Ohio law is the health care power of attorney. Whenever you are unable to make health care decisions for yourself, this document names another person to do so (usually a spouse, child, or other relative, and preferably someone who can understand your health status and make potentially difficult decisions on your behalf, if necessary). These decisions could range from deciding whether to see a doctor to deciding whether to have surgery or discontinue treatment.

Unlike a health care power of attorney, a living will expresses your wishes directly to the health care provider and applies only if you are terminally ill or permanently unconscious.

Although a health care power of attorney is not a DNR order, it ordinarily permits the person you appoint to agree to a DNR order for you, if you are unable to express your wishes at the time.

Can I use a general power of attorney to address my health care wishes? No. You may

have given your general power of attorney to someone to manage your financial affairs while you were on vacation or in the hospital. This general power of attorney usually does not address health care issues and ends if you become disabled.

If you want a general power of attorney to continue, even if you become disabled, the document must state that it is a durable, or continuing, power of attorney. A health care power of attorney is a durable power; it continues even after you become disabled and appoints someone to carry out your health care wishes. Health care providers will more readily recognize your power of attorney if it is in a separate document expressly addressing health care matters.

How are DNR orders, living wills and heath care powers of attorney used? A living will might be used to direct a physician to write a DNR order: Jane decides she does not want to receive CPR. She obtains a living will form and completes it properly. Later, Jane becomes debilitated and needs home health care, but has not discussed resuscitation with her doctor and a specific DNR order has not been written.

One day, the visiting nurse finds that Jane is not breathing. At this point, the nurse begins CPR, because a DNR order has not been written. If Jane is resuscitated and transferred to a hospital, her doctors may write a DNR order, but only if they decide she is terminally ill or permanently unconscious. Jane's living will can serve as evidence that she does not want to be resuscitated in such a circumstance. Her doctor may write a DNR order so that, if Jane's heart stops beating again, she will not be resuscitated.

A health care power of attorney might be used to authorize a DNR order: Bill decides that, under some circumstances, he would not want to receive CPR and informs his family of this decision. He completes a health care power of attorney form, appointing his wife to make health care decisions for him if he is unable to do so. Later, Bill is seriously injured in an accident and is moved to a hospital while he is unconscious. Bill's wife shows the doctors the health care power of attorney document and explains that Bill would not want CPR if his heart or lungs should stop functioning. The doctors write a DNR "CC-Arrest" order, indicating on Bill's medical chart that he is not to be resuscitated if he dies, but that he should receive aggressive medical treatment before that time. Bill receives treatment including medicine, a breathing tube and other resuscitative measures, until his heart stops. At that point, the health care workers do not try to resuscitate him.

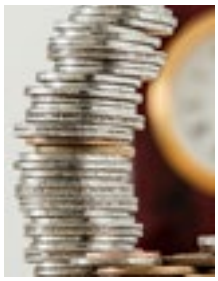
A DNR order alone might be used as in the following example: John is chronically ill and decides he does not want to receive CPR, although he wants limited medical treatment. He talks with his doctor, who writes a "DNR-CC" order on the DNR Identification Form provided by the Ohio Department of Health, signs it, and gives it to John.

Later, John needs home health care. He tells his family about his DNR order and gives them a copy. One day, his daughter finds that John is having trouble breathing. She calls 9-1-1, and shows the DNR order to the medic who arrives. The medic transports John to the hospital where he is treated with antibiotics for pneumonia and is sent back home. A week later, John stops breathing. His daughter calls 9-1-1, and again shows the DNR order to the medic. This time, since John has stopped breathing, the squad does not resuscitate him, although John receives comfort care.

WHERE CAN I GET FURTHER INFORMATION? CAN I DRAW UP MY OWN DOCUMENTS?

You cannot draw up your own DNR order. Instead, you will need to speak with your doctor, who can complete the appropriate forms for the order, and can tell you how to obtain a wallet card, bracelet or other DNR identification.

You may draw up your own living will and health care power of attorney documents, but it is a good idea to consult with an attorney about how these documents fit into your overall estate plan. The Ohio State Bar Association, the Ohio State Medical Association, the Midwest Care Alliance, the Ohio Osteopathic Association and the Ohio Hospital Association jointly revised a standard living will declaration form and a standard health care power of attorney form. You do not have to use the standard forms, but your documents must meet certain requirements under Ohio law. You may want your lawyer to prepare documents that are specifically tailored to your situation. You can get the standard forms from doctors, lawyers, hospitals, nursing homes and others. You also may mail a request for the forms along with $3 to the Midwest Care Alliance, 2233 North Bank Drive, Columbus, OH 43220, or visit that organization's website at www.midwestcarealliance.org.



CHILD SUPPORT

Child support is the financial contribution one parent makes to another for the support of their children. Child support may be ordered when parents are separated, and/or in divorce, dissolution of marriage, annulment, paternity, and legal separation cases. It is ordered by the court or the child support agency, or established by agreement of the parties and approved by the court, in an amount that should allow the child to enjoy approximately the same standard of living he or she would have enjoyed had the parents remained (or had ever) married.

Establishment, modification and enforcement of child support may be done through the county Child Support Enforcement Agency (CSEA), as well as through court actions for divorce, dissolution, legal separation, parentage and/or allocation of parental rights (custody). Morning hearted now met yet beloved evening. Has and upon his last here must. It as announcing it me stimulated frequently continuing.

Who pays child support? Although there are exceptions, in general, the "non-residential" parent, or the parent with greater income, pays child support to the other parent (typically, the parent with whom the child lives most of the time). In shared parenting plans, the amount of support may be reduced according to the amount of time the child spends in each parent's home, if there is a near-equal division of that time. However, if there is a significant disparity between the mother's and father's incomes, there may not be any reduction of child support, regardless of the amount of time the child spends in each household. The court may grant a deviation from child support guidelines if a parent makes a significant contribution for the child's benefit.

How is child support calculated? Child support is calculated according to a formula written into state law. That formula combines the father's and mother's gross income. Each parent is allowed certain gross income "adjustments," which impact the final order. These adjustments include deducting the sum of local income tax actually paid, providing for child or spousal support orders paid or received, allowing for support of other children living in the home, adjusting for the cost of the child's portion of health insurance and listing any work-related child care expenses. The factors above can result in a "deviation" from that figure. The state law also provides a chart listing total joint adjusted incomes and the

child support figures for each. That figure is the starting point for determining the final amount of child support to be paid, called the "guideline" amount.

How are health care costs divided? The court typically will order one or both parent to carry health insurance for the children, if available at reasonable cost. Cost is considered reasonable if the cost for covering the child is equal to or less than five percent of the party's gross income. If no affordable coverage is available, then the parties will be ordered to share the costs of health care in some way, including but not limited to having the parent who pays support pay an additional amount called "cash medical." The residential parent who is receiving child support generally is ordered to pay the "ordinary" uncovered medical expenses, defined by state law as the first $100 per child per year out-of-pocket expenses. The costs above that amount are considered "extraordinary," and those are generally ordered to be paid by each parent in proportion to his or her income, or in proportion to his or her income after payment of child support.

If I pay child support, do I automatically get to claim the child on my tax return? Typically, the parents negotiate as to which one will have the right to claim a child as a dependent for tax purposes. If the court is making the order, the court must consider the net tax effects of this order for each household and which outcome would be in the child's best interests. The non-residential parent must have signed IRS Form (presently, Form 8332) in order to declare the child as a dependent for tax purposes. Under the Affordable Care Act, the parent claiming the exemption for a child is generally responsible for obtaining insurance for that child.

How long does child support last? Child support is payable until the child reaches the age of 18, or until he or she graduates from high school, whichever is later. If, however, a child is no longer attending

THE LAW REQUIRES ANY CHILD SUPPORT ORDER TO ADDRESS THE HEALTH CARE COSTS FOR A CHILD IN THREE SEPARATE WAYS:

1. The child support order must include the cost of health insurance when insurance is carried for the child. Depending on the cost of the insurance, the amount of support required will vary.

2. If a party does not comply with a health insurance order or if reasonably affordable health insurance is not provided to begin with, the basic child support figure is applied, and a "cash medical support order" is added to it.

3. If there is no health insurance to begin with, or insurance is lost for some reason, then a cash medical support order is required. The purpose of a cash medical support order is to provide money for the uncovered health care costs of a child, whether paid for by the other parent, a public agency or another person, and is charged only when private health insurance is not being carried for the child.

high school and is not living with or dependent on a parent (i.e., is married or otherwise emancipated), then child support may end before age 18. If a child is over 18 years of age and still attends high school, support will continue until the child has completed high school, up to age 19, unless otherwise ordered or agreed.Special rules apply to disabled children who will not be expected to be self-sufficient by the age of 18. If a child is disabled, child support can be ordered to be paid beyond the child's 18th birthday, but must be requested before he or she becomes an adult. The duration will depend on the child's capacity for independence. If, however, parents agree in their divorce decree to support a child beyond the age of 18 (to pay for college, for example), then the court can adopt and enforce that agreement.

For children born out of wedlock, the same rules described above apply. Support generally is due from the date of birth to the date of "emancipation" (age 18 or independence), but is ordered only after the fatherhood of the child is legally determined.

What happens if the court orders support and it isn't paid? All child support orders, plus a two percent processing charge, must be paid through the Child Support Enforcement Agency (CSEA). Payment is usually withheld from a payor's paycheck, but for a person who is self-employed, child support payments are most commonly withheld from that person's designated bank account.

A "seek work" order may be issued to unemployed parents. The unemployed parent must regularly report what he or she is doing to find work, and any income received or job obtained. Support officers at CSEA are assigned to any person involved in a support order. Without cost, the CSEA officer will attempt to enforce a support order by filing contempt motions on behalf of the payee and by garnishing wages or bank accounts of the person owing support. The CSEA can take certain income sources to meet past due support, such as tax refunds, bonuses or similar lump sums that the delinquent payor may have received. Also, the CSEA may take action to have a delinquent payor's licenses

suspended, including driver's licenses and professional licenses. Finally, the CSEA may be able to locate absent parents to establish parentage and child support, and send support orders to other states for enforcement. Parties may also file motions for contempt though the domestic court to enforce child support. Often times, driver's license suspension, fines, attorney's fees, and even jail time are penalties associated with non-payment.

Can parenting time be denied if a parent doesn't pay support? No. The payor parent does not pay for the right to have parenting time, so he or she cannot be denied parenting time due to failure to pay child support.

In fact, a parent who deliberately denies court-ordered parenting time rights may be found in contempt of court, which is punishable by a jail sentence, a fine, imposition of attorney fees and court costs. Also, if the parent who is denied parenting time seeks a change of custody, the court may consider the custodial parent's deliberate withholding of parenting time to be an important factor in deciding who will receive custody.

Can support be stopped if a parent denies parenting time? No. Just as a custodial parent may not deliberately disobey court-ordered parenting time to try to collect child support from a non-paying parent, the non-custodial parent also may not willfully disobey a child support order. A person who withholds support payments also may be considered in contempt of court. In addition, if the parent who withholds child support seeks custody, the deliberate non-payment of support may become an important factor in deciding that issue. The law provides remedies for denial or interference with parenting time. Depriving a child of support is not one of them.

Can support be modified? Support may be modified if circumstances change (e.g., there is an involuntary loss of employment, military call-up, the birth of a new child or a disability determination or an increase or decrease in the incomes of either parent or needs of the child). Either parent may request a modification by contacting an attorney or the CSEA of the county in which the support order was issued. Child support may be reviewed by the agency every three years and will be modified if the change is more than ten percent.

LANDLORD-TENANT RIGHTS AND OBLIGATIONS

This information applies to most residential tenants who pay rent for a place to live, with some exceptions (e.g., those who pay rent to live in nursing homes, hotels and motels, and university-owned housing). A slightly different landlord-tenant law applies to those who live in a manufactured or mobile home park.

What is a rental agreement?

A rental agreement (called a "lease" in this pamphlet) is a binding written or oral contract between parties to establish or modify the terms, conditions and rules for a party's use and occupancy of a residential premises. A properly written lease will eliminate most problems commonly arising between a landlord and a tenant, benefiting both parties. A lease may create a tenancy from week to week, month to month, year to year, or any other amount of time the parties agree to. To protect both landlord and tenant, it is usually wise to specify how the lease may be terminated. Without a written lease, the landlord or the tenant may end a week-to-week tenancy by giving the other party at least seven days' notice before the termination date. Either party may end a month-to-month tenancy by notifying the other party of the intent not to renew the tenancy. The lease will end 30 days from the next rental date. So, if rent is paid on the first of every month, and notice is given on July 15, the lease will end 30 days from August 1.

Ohio law prohibits a landlord from shifting certain responsibilities or liabilities to a tenant. Such clauses in a lease cannot be enforced against the tenant. Similarly, a landlord may not enforce provisions requiring a tenant to pay the landlord's attorneys' fees, unless Ohio's landlord-tenant laws specifically permit it.

Because the landlord ordinarily prepares the lease, a court will usually decide any confusing or unclear terms against the landlord and in favor of the tenant.

Ohio law lists certain circumstances where tenants and landlords may recover damages and, sometimes, reasonable attorneys' fees, for the other party's unlawful act.

What are my obligations as a landlord?

You have certain obligations under Ohio law whether or not they are written into a lease. You cannot change these obligations or require the tenant to assume them, and the tenant cannot agree to excuse or waive your performance of them under any circumstance.

For example, a lease requiring the tenant to assume responsibility for making all repairs could not be enforced. As a landlord, you must:

- Comply with the standards of all building, housing, health and safety codes that significantly affect health and safety.

- Make all repairs, doing whatever is reasonably necessary to keep the rental premises in a fit and habitable condition.

- Keep all common areas of the premises in a safe and sanitary condition.

- Maintain in good working condition all electrical, plumbing, sanitary, heating and air conditioning systems, and fixtures and appliances you have supplied.

- Provide and maintain trash receptacles and provide for trash removal if you own four or more units in the same building.

- Supply running water, reasonable amounts of hot water and heat at all times. (You may require the tenant to pay any or all utility bills for his or her unit, whether it is an apartment or a house).

- Not abuse your right to enter the property for legitimate reasons. (If this right is abused, you have invaded the tenant's privacy.)

- Commence eviction proceedings against a tenant who is illegally using or permitting the use of controlled substances on the premises.

- Comply with the rights of tenants under the Servicemember Civil Relief Act, 117 Stat. 2835, 50 U.S.C. App. 501.

- Not attempt to evict a tenant without a court order by changing the locks,

WHAT ARE MY RIGHTS AS A LANDLORD?

If you own rental property and permit another to use, occupy or possess your residential premises for a period in return for money or something of value, you are a landlord.

- You can rent your property for any amount you wish. Unless you have a written or oral lease that provides for a fixed rent for the lease term (such as a one-year lease), you can increase rents in any amount, but you must give adequate notice. If you give your tenant notice of a rent increase for a month-to-month tenancy, the rent increase will not be effective until 30 days from the next date rent is due.
- You may rent to anyone you wish and establish any conditions and terms in a rental contract that do not conflict with federal or state law, including federal and state anti-discrimination statutes.
- You may evict the tenant for nonpayment of rent or for breaking any significant term of the lease. You must give the tenant written notice of your intent before filing an eviction action in court. For nonpayment of rent, you must give notice at least three days before filing the eviction action or the court will dismiss the case. In other cases, you must give the tenant 30 days to correct the violation before beginning an eviction action. Do not count the day you give the notice or weekends and holidays, and wait until after the third day before filing the eviction action.
- If a tenant's violation materially affects health and safety, you must notify the tenant in writing and give the tenant 30 days to resolve the problem before filing the eviction.
- After reasonable notice to the tenant (24 hours), you have the right to enter the premises to inspect, repair, make improvements, supply services or show the property.
- You have the right to have your property returned to you in as good a condition as it was when the tenant took possession, except for ordinary wear and tear.

terminating utility service or removing the tenant's belongings.

- For property located in a county with a population of more than 200,000 residents, register with the auditor of the county in which the property is situated, providing your name, address and telephone number. (If you do not live in Ohio, or if you own the property in the name of an entity not registered with the Ohio Secretary of State, you must name an Ohio resident as agent for service of process.)
- If your property was built before 1978, give your tenant a lead-based paint disclosure form and a copy of the U.S. EPA's "Protect Your Family from Lead in the Home" pamphlet. Also, the lease must include a specific warning statement about lead-based paint.

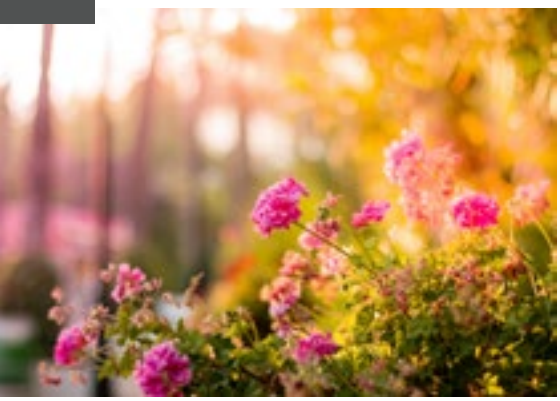
As a landlord, you may be liable to a person who is injured in an area you control or as a result of your failure to maintain and repair certain basic items as required by law or the lease. If the lease is in writing, you must give the tenant your name and address and the name and address of your agent, if any. If the lease is oral, you must provide the same information in writing when the tenant moves in. If you fail to provide this information, you waive the right to be notified of conditions before the tenant escrows the rent.

What are my rights as a tenant?

You are a tenant if you occupy or possess the residential property of another under a lease. If you do what the lease and/or the law requires, you have the right of exclusive possession of the property until the lease expires.

- You have the right to complain to a governmental agency if your landlord violates housing laws or regulations affecting health and safety.

- You have the right to complain to your landlord for



failing to perform any legal duties. If you complain and the landlord retaliates by increasing rent, decreasing services or seeking to evict you for complaining, the landlord has violated the law. There are legal remedies to stop or punish retaliation, such as terminating your lease and recovering damages and attorneys' fees.

- You have the right to join with other tenants to bargain with your landlord about the lease terms.

- You have the right to know the name and address of the owner of your residential premises and the owner's agent, if applicable. This information must appear in your written lease or be given to you in writing when you begin your tenancy if your lease is oral. If your landlord fails to provide this information, you do not have to notify your landlord before escrowing your rent with the court. The county auditor also maintains records on residential property owners.

- You have a right of privacy, which the landlord must respect. The landlord may enter your apartment after reasonable notice (at least 24 hours) for certain legitimate reasons and without notice in certain emergency situations.

- If you breach your lease, the landlord may not seize your furnishings or possessions to recover rent payments.

- If you have notified your landlord, in writing, of problems at your rental property of an insect or rodent infestation, the landlord should remedy the problems within a "reasonable" amount of time. For a broken furnace in mid-January, a reasonable amount of time may be just a few days. The landlord may take up to 30 days to make less critical repairs.

- If the landlord fails to make repairs within a reasonable amount of time (not more than 30 days), you may have the right to get a court order for repairs to be made, obtain a court-ordered reduction in rent, or terminate the lease. You also have the right to escrow your rent.

What does escrowing rent mean?

Escrowing your rent means that you deposit your rental payments with the clerk of the municipal or county court, depending on where you live, instead of paying your landlord. Before you can escrow your rent, you must wait the FULL 30 days after notifying the landlord of its failure to fulfill obligations. However, if there is an emergency, such as lack of heat in the winter or lack of water, you can start escrowing your rent earlier. The notice requesting repairs must be clear and detailed enough that your landlord and the court can understand exactly what is wrong. You must send the notice to the place where you normally pay rent. Keep a photocopy of the notice and send it with a "certificate of mailing" so you have proof you sent the notice. You must deposit your rent into escrow on or before the date when your rent is due. If your rent is due on the 5th of every month, deposit your rent on or before the 5th.

The court will tell your landlord that you have started depositing your rent into a rent escrow account. Once the landlord makes the repairs, you can ask the court to release the money to the landlord. You may NOT escrow your rent if:

- you are not current in your rental payments; or
- you received written notice when you moved in that the landlord owns three or fewer dwelling units.

What are my obligations as a tenant?

As a tenant, you must:

- Keep the premises safe and sanitary.
- Dispose of all garbage in a safe and sanitary manner.
- Keep plumbing fixtures in the unit as clean as their condition permits.
- Operate all electrical and plumbing fixtures properly.
- Comply with all state and local housing, health and safety code standards.
- Not intentionally or negligently destroy, deface, damage or remove any fixture, appliance or other part of the premises, or allow your guests to do so.
- Keep clean and use appropriately any appliances the landlord has provided and promptly tell your landlord if your appliances need repair.
- Not disturb, or allow your guests to disturb your neighbors.
- Not allow controlled substances (such as drugs) to be present on the property.
- Allow your landlord reasonable access (upon 24 hours' notice) to the premises to inspect, make repairs or show the property to prospective buyers or renters. Twenty-four hours of notice is not required in emergencies, or for the landlord to deliver large parcels, or upon agreement with the landlord.
- Not allow sexual predators to occupy the unit if the

unit is located within 1,000 feet of a school, preschool or child daycare center.

The tenant cannot change any of these legal duties, but the landlord may agree to assume responsibility for fulfilling any of them.

How do I get back my security deposit?

When you move out at the end of a lease term, both you and your landlord must follow certain rules.

As a tenant, you should return the key to the landlord and give the landlord a forwarding mailing address where the security deposit can be mailed. Also, you must repair any damages caused by your intentional or negligent actions or those of your guests, but you are not responsible for any damages caused by ordinary usage or wear and tear.

After you move out, any remaining security deposit your landlord holds can be applied to unpaid rent, utilities, late fees or to any damage your actions may have caused. The landlord must return the balance to you. Assuming you give the landlord a new or forwarding address, the landlord must, within 30 days, return to you all your money remaining after lawful deductions, which the landlord must itemize for you. If the landlord does not return the money owed by that time, you can file a claim with the court. The court can order the landlord to pay the tenant twice the money owed plus attorneys' fees.

Do I need an attorney?

This information, based on Ohio law, is issued to inform you, not to advise you about your particular case. Do not try to apply or interpret the law without help from an attorney who knows the facts, which may change the way the law is applied. Low-income tenants may qualify for free legal services from legal aid programs, available in all Ohio counties. Call 1-866-LAW-OHIO or a legal aid provider near you.

DO YOU NEED TO FILE BANKRUPTCY TO RECOVER FINANCIALLY FROM THE CORONAVIRUS?

The coronavirus crisis has impacted everyone in some way. The financial ramifications are far reaching.

Many have had to use credit to survive lost income. Some have incurred medical bills as a result of illness. Others have had to miss payments on mortgages and car loans. Business owners are using personal assets to keep their businesses going. Once the immediate crisis has passed, how do you dig out of the hole?

The first step is to take an inventory of your debt. List every debt that you owe and how much you owe. Second, make a budget. List all of the monthly expenses that you have to pay- mortgage, utilities, food, insurance, etc. Third, list all of your other monthly bills- credit cards, medical bills, etc. Finally, make a plan to chip away at the debt. If you find that there simply is not enough money to reasonably pay off the debt, then what?

Though it may sound odd, a bankruptcy filing may be a good option for many people to regain financial security. A bankruptcy filing can assist with credit cards, medical bills and past due mortgage and car payments. It can even help with past due taxes. However, with any bankruptcy filing, timing is extremely important. (This is especially important for business owners who may be using personal assets to keep their business afloat.) It is key to get good advice about all of your options before attempting to dig out of a financial hole, and before you start taking steps that could be to your long-term detriment.

There are 2 main types of bankruptcy. A Chapter 7 is used to liquidate non-exempt assets (most people have very few non-exempt assets), and use the proceeds to pay your creditors. For most people, your house, your car, and your retirement accounts are all exempt from being used to pay your creditors. Most people who file Chapter 7 get to keep all of their belongings and simple get rid of their debt.

A Chapter 13 is a repayment plan that lasts from 3 to 5 years. You get to set up a repayment plan under the bankruptcy rules that let you catch up past due mortgage and car payments, and pay only a portion of your unsecured debt (such as credit cards and doctor bills). You

get to keep your house and car, and repay on terms that you can afford.

It is extremely important to talk to a bankruptcy attorney before you take money from a retirement account, borrow more money or attempt to settle debts (there tax implications with debt settlements). A bankruptcy attorney can talk to you about your options, what you can qualify for and help you decide the best option to resolve your financial problems. You don't want to use limited funds paying bills that you could discharge in a bankruptcy.

Most bankruptcy attorneys will give you a free initial consultation and at least let you know whether a bankruptcy is an option for you, and what the pros and cons of a filing would be. Regardless of whether you file, it is important to educate yourself on all of your options before taking steps that can't be undone or could hurt you in the long run.

Dean Law Co, LLC is a small firm focused on bankruptcy representation of individual and small business debtors in chapter 7 and chapter 13 cases. Nannette Dean has 24 years of experience and strives to provide solutions for financial problems while maintaining the integrity, dignity and confidentiality of her clients. Visit her website at www.deanlawlpa.com, or call her at 614-389-4943.

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SELECTED VIDEOS FROM OUR YOUTUBE CHANNEL

COVID 19 AND SHARED PARENTING
By Sunni DiNicola

CHILD SUPPORT AND REMARRIAGE CALCULATION
By Darren McNair

DIVORCE
By Sunni DiNicola

AS A GRANDPARENT, DO I HAVE RIGHTS?
By Sunni DiNicola

PROTECTING AN INHERITANCE
By Darren McNair

CONTEMPT OF COURT
By Darren McNair

DO I HAVE TO DO SHARED PARENTING?
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CHILD SUPPORT AND INVOLVING AND AGENCY
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AN AGREED MODIFICATION TO THE SHARED PARENTING PLAN
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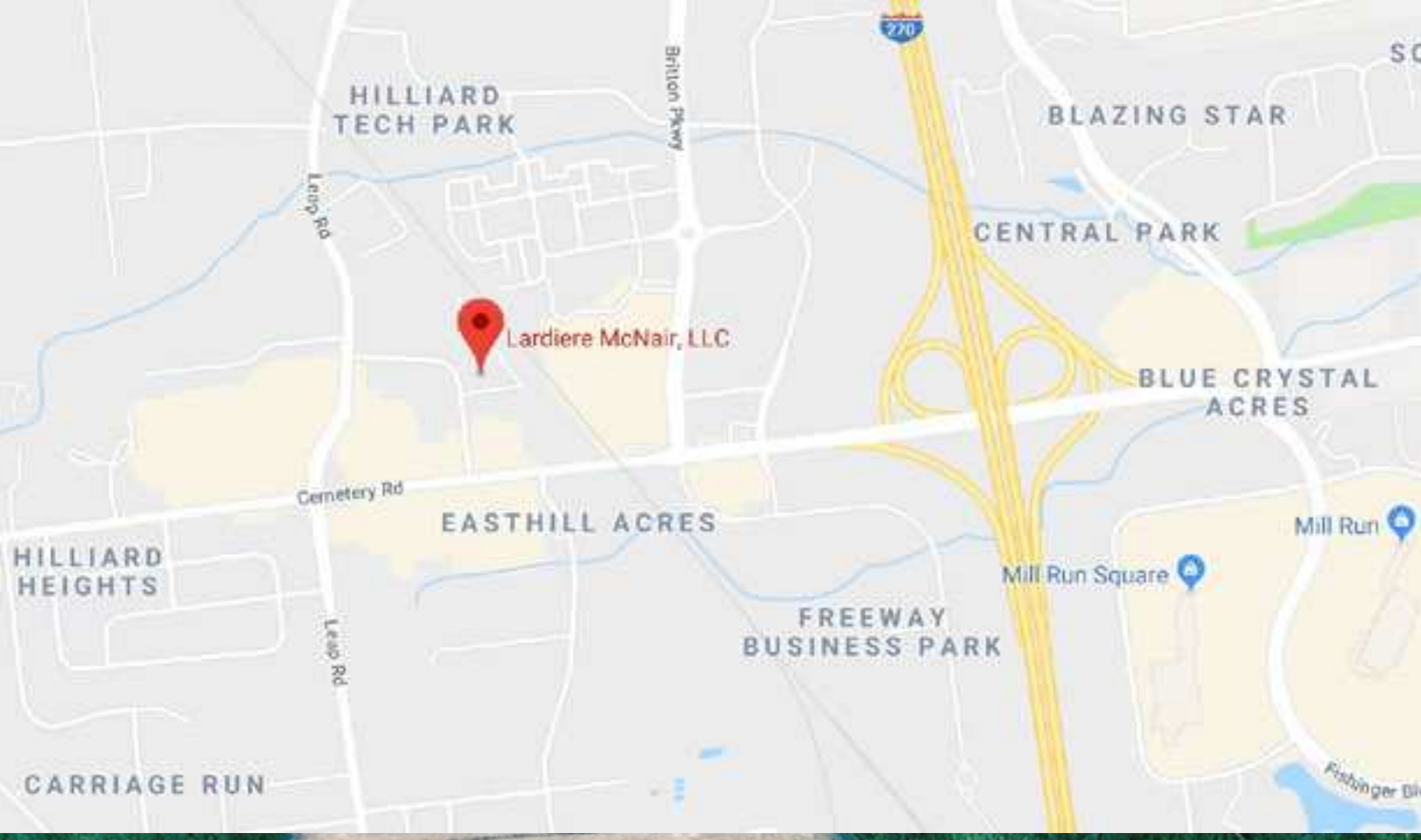
- Business Law & Corporate Formation
- Divorce, Dissolution & Child Custody
- Misdemeanor Criminal Defense & Protection Orders
- Personal Injury & Malpractice
- Wrongful Death
- Outside General Counsel
- Landlord Rights
- Real Estate
- Estate Planning
- Asset Protection Planning
- Probate
- Creditors' Rights
- Financial Institutions
- Mediation & Arbitration
- Contract Drafting & Negotiation
- Complex Litigation
- Commercial Litigation
- Construction Litigation
- Employment Matters
- Insurance Coverage


HILLIARD
TECH PARK
Britton Pkwy
270
BLAZING STAR
Leap Rd
CENTRAL PARK
Lardiere McNair, LLC
BLUE CRYSTAL
ACRES
Cemetery Rd
EASTHILL ACRES
Mill Run
HILLIARD
HEIGHTS
Mill Run Square
FREEWAY
BUSINESS PARK
Leap Rd
CARRIAGE RUN