

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

12/03/07

ELLEN TURNER	:	CASE NO. DRO500131
	:	FILE NO. E233969
Plaintiff	:	CSEA NO.
Vs.	:	JUDGE PANIOTO
	:	MAGISTRATE THEILE
JON ENTINE	:	
	:	<u>AGREED MODIFIED SHARED</u>
Defendant	:	<u>PARENTING PLAN</u>

The parties hereto, ELLEN TURNER, Plaintiff, hereinafter referred to as "Mother" and JON ENTINE, Defendant, hereinafter referred to as "Father", are the parents of MADELEINE ENTINE, born May 22, 1998.

The parties have no other issue, living or deceased, and have not adopted any child.

This plan is submitted to the Court pursuant to Ohio Revised Code §3109.04 (D) (1) (a) (i). The parties jointly submit this **Modified Shared Parenting Plan** and ask the Court to adopt the terms as an Order of the Court.

Both parents have given considerable thought to the question of parental rights and responsibilities, and the manner in which the best interests of the minor child may be served. In furtherance of these interests, they have concluded that the parents should share the legal responsibility of the care and upbringing of the minor child.

Both parents love Madeleine ("Maddie") and want to support each other in parenting her. Maddie should have access to both of her parents and should be comfortable with each of them. With the implementation of this Shared Parenting Plan, Maddie will know that both of her parents are going to work together to assure her well-being.

In the exercise of their shared rights and responsibilities, the parents shall discuss and cooperate on matters pertaining to health, education, and general welfare, acknowledging that the general well-being of the minor child is of paramount

importance to them. And, therefore, both parents shall abide by the spirit of this Shared Parenting Plan as well as its written provisions insofar as the welfare of the minor child is concerned

At all times during the term of this Plan regardless of their marital status and place of residence, each parent will make a dedicated and sincere effort to foster love and respect between the minor child and the other parent. The parties shall cooperate fully in implementing a relationship with the child that will give such child the maximum feeling of security that may be possible. In order to assure parenting on a successful basis, neither party will make derogatory comments about the other, nor shall either party allow family members or friends to undermine the loving relationship between each parent and the child. The parties shall treat one another in a civil manner and shall refrain from behavior, which is humiliating, embarrassing or demeaning. Neither parent will do anything that may estrange the minor child from the other or hamper the natural development of her affection for the other. Through cooperation and the use of this Plan, the parents shall adopt and follow a harmonious policy for the upbringing of the minor child.

Now, therefore, looking to the best interests of the child, acknowledging that each parent has the ability to provide guidance, concern and a proper home life for the minor child, the parties hereby agree to allocate the parental rights and responsibilities as specifically set forth in the following provisions:

ARTICLE I. PHYSICAL LIVING ARRANGEMENTS

A. Each parent shall be designated the residential parent and legal custodian _____ of _____ the parties' minor child, MADELEINE ENTINE, born May 22, 1998, regardless of where the child _____ is physically located or with whom the child is residing at a particular time, as specified in

this Order.
For purposes of this Plan, Mother's residence shall be 7719 Shawnee Run Road,
Cincinnati, Ohio
45243 and Father's residence shall be 6255 S. Clippinger Drive, Cincinnati, Ohio 45243.

B. The parents agree that the following schedule of parenting time is presently in
the best
interest of the child.

The parents will alternate weekends with Maddie, beginning on Friday at the conclusion of the school day, day care or camp, or at 8:30 a.m. if it is a non-school/camp day and continuing to Monday at the commencement of the school day, day care or camp, or to 8:30 a.m. if there is no school, day care or camp.

The Monday - Thursday parenting time with Maddie shall be fixed on a one-week schedule that alternates each school year. For the 2005-2006 school year and extending through the summer break, Maddie shall reside with Mother from Monday commencing at the conclusion of the school day, day care or camp, or at 8:30 a.m. if Maddie had spent the weekend with Father and it is a non-school/camp day, and continuing to Wednesday at the commencement of the school day, day care or camp, or at 8:30 a.m. if it is a non-school/camp day. This schedule shall commence the first week of January, 2006 (January 2, 2006).

Maddie shall reside with Father from Wednesday commencing at the conclusion of the school day, day care or camp, or at 5:00 PM. if it is a non-school/camp day and continuing to Friday at the commencement of the school day, day care or camp, or at 8:30 a.m. if it is a non-school/camp day.

The Monday - Thursday schedule will be reversed for the 2006 - 2007 school year and 2007 summer break (Father will have Monday - Tuesday and Mother will have Wednesday - Thursday), and so on.

With regard to the yearly switch: MON TUES to/from WEDS THURS, the same will

take place beginning on the Monday of the week school begins.

The parents agree that when a transition between homes occurs it will be at the end of the school day or, in the summer, at the end of the activity. Neither parent shall be more than 10 minutes late in for the beginning of their time allocation. Repeated tardiness may be brought before the Parenting Coordinator for sanctions, as necessary.

The parents anticipate that they will occasionally require temporary modifications of the above parenting schedule. In the event a temporary modification occurs by agreement of the parents, the parents understand and acknowledge that there is no requirement that "make up" dates or "swapping" for the missed parenting time must occur.

C. ~~Unless otherwise noted herein, the parent with whom Maddie is residing shall provide transportation at the commencement of parenting time and the other parent, who then becomes _____ the parent with whom Maddie is residing, shall provide transportation at the conclusion of that period,~~

Unless otherwise agreed upon by the parties, **each parent will pick up Maddie at the beginning of their respective parenting times.** Most transitions will occur at school, day care or camp.

If none of those apply during the designated transition times, then transitions will occur at _____ home.

Each parent shall be responsible to transport Maddie to her scheduled, **non-religious** activities during his or her parenting time. The parties will not utilize a third party with whom their child is not familiar to provide transportation unless otherwise agreed upon.

D. **A Special Life Event shall override and supersede the time allocations set forth in this Plan. "Special Life Event" is defined as the marriage of either parent, the death or immediately impending death of a person of significance in the lives of either**

child, or a milestone event in the life of persons to whom the children are close. Regardless of the time allocations set forth in the Plan, a Special Life Event shall override the time allocation in this Plan for up to 72 hours of time normally allocated to the other parent.

E. Mother and Father shall use their best efforts to enhance and encourage the respect, love and affection of the minor child toward each party.

F. Exclusive of school hours, in the event either party is going to be away from Maddie during his or her scheduled parenting time for an overnight, the away parent must offer the other parent the right of first refusal to spend this time with Maddie. If the other parent is not able to spend this time with Maddie, the parent in residence (but away overnight) shall provide alternate childcare. The childcare provider overseeing Maddie overnight shall be responsible and at least 21 years of age. As soon as the parent in residence is aware of the need to be away overnight from Maddie, the parent shall ~~immediately~~ notify the other parent **within 24 hours**.

G. Mother shall be responsible for child care arrangements during her parenting time with Maddie and Father shall be responsible for child care arrangements during his parenting time with Maddie. All child-care providers must be over the age of fourteen, responsible and at least seventeen years of age with a valid driver's license and proof of insurance if they are providing transportation for Maddie. Mother shall pay for her child-care provider(s) and Father shall pay for his child-care provider(s).

H. If alternative child care is needed for Maddie due to an emergency, **Maddie's** illness, a **school closed day**, or teacher in service day, ~~or the like~~, during any of the above times, the parent with whom Maddie is residing in the morning shall be responsible for providing the same until the end of that day at the normal transition time **provided, however; that if Maddie is ill and a parent requires the use of alternative care, the other parent must be given first option to provide alternative care. During days on which alternative child care is necessary, the parent with whom Maddie is residing will first offer the other parent the opportunity to provide child care responsibilities for that day.** If alternative child care is necessary for any of the above reasons, the parent with whom Maddie is residing will **promptly** by phone inform the

other parent of **the name and contact number of the person who will be providing the alternative care.**

I. Each party shall be entitled to access any day care center **or day camp** that is, or that may in the future be attended by the child and to which the other parent legally is provided access. The day care center **or day camp** shall permit ~~the other~~ each of **Maddie's parents of the child** to have **equal** access to the day care center **or day camp**, ~~under the same terms and conditions under which access is provided to the one parent.~~ Either ~~party~~ parent ~~to the day care center shall~~ **may** provide a copy of this order to **the day care center or day camp**. This provision does not ~~include~~ **apply to** private, in-home childcare. ~~; however.~~

J. **Mother has purchased Maddie's cell phone and added it to Mother's AT&T plan. The parties shall pay for the cost of Maddie's share of Mother's plan in alternating years, Mother in odd years and Father in even. In even years, Father shall reimburse Mother within 15 days of his being provided with a copy or copies of Maddie's monthly billing statement(s). In the alternative, and provided that he receives a copy or copies of Maddie's monthly billing statement(s), Father may opt to prepay all or part of the annual costs by advance payment to Mother. For 2008, the estimated monthly charges will be approximately \$25 per month.**

K. Each parent will provide a bedroom for Maddie separate from the parent's room.

L. ~~Maddie shall be free to bring her clothes and belongings between the parents' homes at her discretion without interference by either parent.~~ **have sole discretion to determine what, if anything, of her clothes, shoes, games, toys, electronic equipment, and other items of personal property are to go back and forth between her two homes, without interference or coercion from either parent**

M. Any time Maddie is left in the care of a third party by either parent, that third party shall be given parents' cell phone numbers, home phone numbers and addresses for contact information in the event of an emergency. The third party shall be instructed to contact both parents in the event of an emergency and the first parent to reach Maddie shall respond to the emergency, regardless of which parent is scheduled to be "in

residence" with Maddie.

~~H. Both parties shall have daily access to the minor child by telephone when she is with the other party. This shall be a phone call made first to the parent's home and then to the parent's cell phone if there is no answer on the house phone between the hours of 6:30 p.m. and 7:30 p.m., except during periods of vacation when the phone contact time shall be more flexible. If Maddie is not available at the time of the call, the parent with whom Maddie is residing will ensure that the call will be returned the same evening to the number designated on the message. Maddie shall be encouraged to initiate other phone contact to discuss important activities or events~~

N. Each parent shall have unrestricted access to Maddie through the use of her cell phone, the use of which shall be permitted in each of Maddie's homes. Calls to Maddie shall be returned or not at her own discretion except in the event of a true emergency or immediately impending change of schedule, in which case Maddie shall return the call as soon as she is able to reasonably do so. Neither parent shall restrict Maddie in her normal use of the cell phone (including texting and other features) provided that such use does not unreasonably interfere with her scholastics or scheduled activities.

Should Mother decide to change to a plan that is more expensive she shall give Father reasonable notice of not less than 10 days, to allow him an opportunity to provide input to Mother. If the parents cannot reach a mutual decision the matter shall be referred to the parenting coordinator or, if both parties agree, to mediation, before Maddie's plan is changed.

There shall be no set off of Father's payment obligations in even years against monies allegedly owed by Mother to Father for other obligations, whether or not those "other obligations" are set forth in this Plan.

The parents shall refrain from calling the other on their cell phones during work hours **unless it is a true emergency or immediate transportation issue.**

Maddie's telephone expenses shall not be used by either parent to defray income tax obligations.

~~O. Each party shall keep the other party informed of all names, addresses, and telephone numbers of all professionals, schools, religious, or other institutions with which the child is associated or by whom being treated, and~~ Each parent shall always provide the other's name, address, and telephone number as the child's parent to all such professionals, schools, religious, and other institutions so that any written record of the child shall contain each party's name, address, and telephone number as parent, and no other in such capacity. Instructions shall be given that both parents receive all notices and have access to all records.

P. Each parent is individually responsible for establishing a direct relationship with the school staff, teachers, coaches, instructors, wellness caregivers, tutors, families of friends, and other individuals directly involved in the lives of the children, in order that each parent may stay fully informed about their health, assignments, projects, activities, special events, other occasions, and their general welfare, without relying upon the other parent to provide such information.

Q. Each party shall be entitled to access to student activities relating to the child and to which the other parent legally is provided access. The keeper of any record that is related to the child and to which one parent legally is provided access shall permit the other parent of the child to have access to the record under the same terms and conditions under which access is provided to the one parent. Either party shall provide a copy of this order to the child's schools.

ARTICLE II: WINTER BREAK, SPRING BREAK, AND HOLIDAYS

A. WINTER BREAK

1. **Maddie's Winter Break (Break period) from school is defined as from the first overnight on the day school ends until the morning Maddie returns to school. The Break period shall be divided between the parents on the basis of overnights.**

2. **If the Break period consists of an even number of overnights, the transition between homes shall take place at 8:30 AM on the morning after the mid-point overnight. If there are an odd number of overnights during the Break period, then the parent with the first half of the Break period shall parent Maddie one overnight less than the parent with the second half. In such event the transfer between homes shall take place no later than 6:00 PM on the day following the last overnight of the first half.**

3. **Father shall have the first half of Winter Break (as defined above) in odd years and Mother in even years.**

4. **Notwithstanding the allocation of Winter Break set forth above, Mother shall have parenting time each year from noon on December 24th to 3:30 PM on December 25. Father shall have parenting time each year from December 25th at 3:30 PM until 6:00 PM on December 26th.**

5. **No special provision will be made for Hanukkah if it falls during this period or New Year's Eve and Day; rather, the above agreed upon Winter Break schedule will apply. If either or both of the first or last night of Hanukkah falls outside of the Winter Break schedule set forth above, then Father shall be entitled to parenting time on either or both of those nights with Maddie every year. Both the first and last nights of Hanukkah shall commence at the conclusion of school (or 3:00 p.m. if a non-school day) and continue until the return to school the next day or until 8:30 a.m. if it is a non-school day.**

B. SPRING BREAK

1. **Maddie's Spring Break (Break period) from school is defined as from the first overnight on the day school ends until the morning Maddie returns to**

school. The Break period shall be divided between the parents on the basis of overnights.

2. In even numbered years Mother shall have the first seven overnights of the Break period and Father shall have the remainder. In odd years Father shall have the first seven overnights. Transfer between homes shall take place no later than 6:00 PM following the 7th overnight.

C. THANKSGIVING BREAK

Thanksgiving Break (Break period) from school is defined as from the first overnight on the day school ends until the morning Maddie returns to school. Mother shall have parenting time with Maddie during the Break period in even years and Father in odd years.

D. EASTER SUNDAY

If Easter Sunday falls within Maddie's Spring Break in odd numbered years and Father is not traveling away from Cincinnati on Easter Sunday, then Mother shall have parenting time with Maddie on Easter Sunday from 8:30 AM to no later than 6:00 PM.

E. PASSOVER

1. In the year 2012 Father shall have parenting time with Maddie during Passover, from Friday, April 6 at 3:00 PM or after school if it is a school day, until the following day no later than 6:00 PM.

2. In the year 2015 Father shall have parenting time with Maddie during Passover, from Friday, April 3 at 3:00 PM or after school if it is a school day, until the following day no later than 6:00 PM.

F. ROSH HASHANAH and YOM KIPPUR

Father shall have parenting time with Maddie on each of these religious holidays from 3:00 PM until no later than 6:00 PM the following day.

G. OTHER HOLIDAYS

Parenting on all other holidays shall be allocated to the parent who normally has parenting responsibility or vacations scheduled on those days except Memorial Day and Labor Day. These 2 holidays shall attach to the parent who has parenting responsibilities on the contiguous weekend. Should both holidays fall to the same parent, then that parent shall select first and the other parent may opt to parent Maddie from 8:30 AM to no later than 6:00 PM on those days.

H. MADDIE'S BIRTHDAY

In even numbered years Mother shall be responsible for arranging Maddie's primary birthday party. Father has the responsibility in odd numbered years. "Primary Birthday Party" is defined as an event that includes Maddie's principal friends, so that those friends (and their parents) are not co-opted twice. The non-primary parent that year is not precluded from celebrating Maddie's birthday in a way that does not conflict with the above purpose. Neither parent shall, for any reason except Special Life Events (section I. D., above) withhold Maddie from the opportunity to celebrate her birthday with the parent having primary responsibility.

ARTICLE III: VACATIONS

A. Each parent shall be entitled to 2 weeks of vacation with Maddie during her summer break from school, which weeks must be taken in increments of at least one week and may be taken consecutively. If not taken consecutively, a parent's one week vacation begins at the start of that parent's weekend and ends no later than noon on the following Friday. A consecutive 2 week vacation begins no earlier than noon on Sunday of the other parent's regular weekend and ending no later than noon on the Saturday two weeks hence. A "vacation" is defined as 7 consecutive, uninterrupted overnights, except for reasonable telephone and electronic contact with Maddie and true emergencies/immediate scheduling issues. A vacation week does not require that a parent be away from Cincinnati all or any part of the vacation time.

B. Maddie's summer vacations with her parents take precedence over her summer activities (Extra-Curricular Activities, below). In odd numbered years Father shall select his two weeks of vacation by notice to Mother no later than 7 days after Maddie's summer activities have been calendared. Mother shall do likewise within 7 days of receipt of father's notice. In even numbered years Mother shall select first using the same format.

C. No less than 48 hours before departure on a vacation or other overnight trip away from home, the parent vacationing with Maddie shall furnish the other with a full trip itinerary, complete with flight information and the name, address, and telephone numbers of all lodging places. Maddie's passport shall travel with the vacationing parent when requested.

D. Vacation dates and activity changes may be made up to 30 days prior to the start of same so long as they do not conflict with already calendared vacations or other scheduled activities.

IV: EXTRA-CURRICULAR ACTIVITIES

1. Maddie shall self determine one activity each year as her primary non-school activity. The cost of such activity including equipment, lessons, fees, events, rental, and clothing/shoes, shall be shared equally by the parties without set off against other claims for monies owed. Each parent shall have full access to all events, but neither parent shall be involved in instruction or lessons when it is not their parenting time unless invited by Maddie.

2. During the school year, Maddie shall self determine the school activities in which she would like to participate and each parent shall provide support for said activities during their parenting time, including transportation. Costs for fees, equipment, and other expenses reasonably incurred by Maddie for the activity shall be shared equally by the parents.

3. Non-school activities that impact both parents' time and/or travel must be mutually agreed upon after consideration of the Maddie's desires and interests. Costs for agreed upon activities, including music lessons, shall be shared equally. It is understood that each parent may face situations where events significant to Maddie may occasionally interfere with her scheduled activities, and each parent may use his or her discretion in determining whether the unusual situation takes precedence over the scheduled activity. The Parenting Coordinator shall have discretion to review and modify this paragraph in the event either parent's "discretion" is found to be unreasonably disruptive to Maddie. Absent a mutual agreement, either parent at their sole expense may enroll a child in a non-school or non-religious activity that does not impact the other parent's time.

4. Each parent may attend a public event in which Maddie is involved. A "Public Event" at the present time is defined as games/events (but not practices

unless they occur during allocated parenting time) related to a sport in which Maddie is participating (e.g. soccer, basketball, softball, horseback riding, lacrosse, etc.), music/dance recitals, school plays and other school events normally attended by parents, and camp parent's day. When either parent becomes aware that Maddie will be participating in a Public Event, that fact shall be promptly posted on OFW. The parent in residence that day will have responsibility for Maddie on that day. The other parent may also attend but shall respect the fact that the time belongs to the parent in residence by limiting contact with Maddie to a brief hello's and goodbye's. The parent not in residence that day shall maintain a respectful and courteous distance from both Maddie and the other parent during the event and otherwise will not interfere with the parenting time of the residential parent. For single Public Events that are scheduled only by the parent in residence there shall be no requirement that the other parent be notified. Should the other parent attend, the above limitations and courtesies set forth above shall be exercised by the non-residential parent.

5. Both parents acknowledge that, irrespective of the activities in which Maddie may be involved, the completion of homework, projects, and special assignments are also daily activities which will require appropriate time and effort by Maddie as well as appropriate support from each parent during their respective parenting times.

ARTICLE III. SCHOOL PLACEMENT AND RELIGIOUS TRAINING

A. Maddie will attend Cincinnati Country Day School (CCDS) for the 2005-2006 school year. She may continue to attend CCDS thereafter, but not beyond fifth grade, and subject to the review process identified herein. School placement decisions shall be made by the parties in consultation with Maddie's therapist, Dr. Vivian Fliman. Maddie may continue to attend CCDS through fifth grade or she may attend public school in either parent's residence district. By sixth grade or earlier, it is the parent's intention for Maddie to attend public school. The parents will meet together with Dr. Fliman no later than March 15th each year to discuss whether it would be adverse to Maddie's emotional health and development to switch schools. If the parties cannot agree by March 25th, Dr. Fliman can make that decision for that year only, reviewing school placement on an annual basis thereafter through the fifth grade. Should Maddie continue to attend CCDS through fifth grade, her tuition shall be paid by Mother. When Maddie attends public school, Maddie will attend public school in the school district of the

parent whose high school has the highest rate of college placement, unless the parents agree otherwise. In reviewing high school college placement, the comparison shall be made only as to the actual school Maddie would be attending (e.g., compare only Walnut Hills if that is the school Maddie would attend within the Cincinnati School District). Maddie's school is a parental decision, and as such, both parties agree to refrain from lobbying on this issue with their minor child. Both parties agree to fully support whatever final decision is made.

B. Father is Jewish and Mother is Protestant. Neither attends services regularly at the present time. Each parent has exposed Maddie to their respective faiths and may continue to do so as they see fit, including instruction in their respective faiths by others. Until Maddie expresses a desire to do so and her therapist, Dr. Vivian Fliman concurs that she is mature enough to make an intelligent and informed decision, neither parent shall cause Maddie to undergo or experience a sacrament or confirming event of their respective faiths. Neither parent shall engage in any type of behavior that will discourage Maddie from attending the other parent's church or synagogue, or dissuade her from engaging in any activity sponsored by the other parent's church or synagogue during that parent's parenting time. Neither Hebrew school or Sunday school is considered an "activity".

ARTICLE IV. HEALTH CARE/CHILD SUPPORT, ETC.

A. The parties shall obtain adequate medical care insurance coverage for Maddie and shall equally share the expense until there is no longer a parental duty to provide child support or until such time as either parent obtains coverage as a benefit of employment. In the event medical insurance is available to either party as a benefit of employment, that party shall obtain the same as soon as it becomes available.

B. The parties shall exchange all information regarding said medical care coverage, including but not limited to cards, brochures, pamphlets, or other written and oral information available to them. The parties shall equally share all uncovered medical, dental and mental health costs. The parties shall exchange/reconcile the out of pocket

health care costs and other medical receipts, once a year, on or about January 31 each year. Reimbursement shall occur within 30 days of the exchange.

C. **Unless otherwise agreed, Mother and Father shall utilize in-network medical providers** consistent with maximum insurance coverage.

D. Each parent shall have access to all health records of the child. All major decisions regarding the child's medical, dental, orthodontic, optical, psychological, psychiatric, pharmaceutical drugs and hospital, or physical care, attention or treatment shall be mutually discussed and agreed upon provided there is no emergency.

E. **The parties shall alternate from year to year the responsibility for the scheduling of Maddie's routine wellness visits with her pediatrician and dentist. In odd numbered years it shall be Mother's responsibility and in even numbered years it shall be Father's responsibility.**

F. The parent in charge of the routine dental and medical care shall **post all scheduled or canceled appointments on Our Family Wizard (OFW)** within four (4) hours of scheduling them. **No appointments shall be scheduled during the other parent's parenting time without consent from that parent. Unless the parents otherwise agree or if a change is necessary due to insurance coverage, Maddie's current pediatrician shall be Dr. Bernardon and her dentist shall be Dr. Jackson. Neither parent may change these providers, unless both parties agree otherwise.** Dr. Fliman shall continue to oversee Maddie's mental health, unless both parties agree otherwise. Mother shall oversee Maddie's gynecological care, and ~~will advise~~ **Father is authorized to obtain** the results of each exam.

G. The other parent is free to attend all scheduled appointments. **If the non-scheduling parent does not attend, the scheduling parent shall post any non-routine issues on OFW that same day or evening. Non-routine appointments with or treatments/surgeries by medical/dental specialists mandate the presence of both parents unless an emergency situation dictates otherwise. Appointments for**

Maddie's non-routine medical/dental issues shall be worked out between both parents in a manner that best serves Maddie's health issues.

H. Emergency procedure forms shall include the names and phone numbers (cell and land) of each parent as emergency contacts, with the parent who initiates the activity, procedure, etc. named as first contact and the other parent as second contact. Upon completion of such a form, the initiating parent will promptly send a copy to the other parent.

I. If Maddie becomes ill or injured and requires medical attention during the time that she is with either party, that parent shall immediately and reasonably notify the other (i.e., within one hour of the medical attention) and give the other party the details of such medical attention. ~~Elective surgery shall only be performed if both parties agree. In the event of an illness or emergency, the parent who at the time of the illness or emergency has the physical care or physical contact with the child requiring immediate care, attention or treatment shall, where necessary, provide for same, and then shall immediately and reasonably notify the other parent of the cause of such illness or emergency (i.e., within one hour of the emergency/illness). even if Maddie's illness or injury does not require her to be taken to an emergency room or doctor. Regardless of which parent is in residence with Maddie at the time, if Maddie becomes ill or injured when she is with neither parent (for example, at school), the first parent to reach Maddie shall obtain the necessary treatment and shall notify the other immediately and give the other party the details of such illness or injury.~~

J. In the event a child's illness requires medical attention by a physician, the parent _____ with whom the child is then residing shall promptly notify the other parent. Elective surgery shall only _____ be performed if both parents agree provided, however; that if Maddie's illness or injuries are deemed to be imminently life threatening the opinions of a physician who is board certified in the medical discipline that specifically relates to Maddie's condition shall break the tie.

ARTICLE V. DEPENDENCY EXEMPTIONS; CHILD SUPPORT

A. Except as otherwise agreed or ordered by the Court, each parent shall be responsible for Maddie's needs and other expenses while in his/her care.

B. The right to claim Maddie as a tax exemption shall alternate, with Mother claiming the exemption in all even years and Father in odd years so long as she is eligible to be claimed as a dependent. Notwithstanding, the right to claim Maddie as an exemption may be purchased by the other parent in exchange for payment to the rightful parent of the amount of the tax savings which the rightful parent would have received from the use of said exemption.

C. All payments shall be made through the Division of Child Support in the Ohio Department of Jobs and Families, plus requisite processing charge. All payments in satisfaction of said obligation which are not made through the Division of Child Support in the Ohio Department of Jobs and Families shall be deemed gifts.

Notwithstanding section 3109.01 of the Revised Code, the parental duty of support to children, including the duty of a parent to pay support pursuant to a child support order, shall continue beyond the age of majority as long as the child continuously attends on a full-time basis any recognized and accredited high school or a court issued child support order provides that the duty of support continues beyond the age of majority. Except in cases in which a child support order requires the duty of support to continue for any period after the child reaches age nineteen, the order shall not remain in effect after the child reaches age nineteen. That duty of support shall continue during seasonal vacation.

All child support ordered by this order shall be withheld or deducted from the income or assets of the obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with chapters 3119, 3121, 3123, and 3125 of the Revised Code or a withdrawal directive issued pursuant to sections 3123.24 to 3123.38 of the Revised Code and shall be forwarded to the obligee in accordance with chapters 3119, 3121, 3123 and 3125 of the Ohio Revised Code. A person and/or entity required to comply with withholding or deduction notices described in Section 3121.03 of the revised Code shall determine the manner of withholding or deducting from the specific requirement included in the notices without the need for any amendment to the support order, and a person required to comply with an order described in sections 3121.03, 3121.04 to 3121.06 and 3121.12 of the Revised Code shall comply without the need for

any amendment to the support order. The withholding or deduction notices and other orders issued under sections 3121.03, 3121.04 to 3121.06 and 3121.12 of the Revised Code, and the notices that require the obligor to notify the child support enforcement agency administering the support order of any change in the obligor's employment status or of any other change in the status of the obligor's assets, are final and enforceable by the court.

No Federal or State aid is involved and, if there is Federal or State aid involved, this entry shall not operate as a bar to any government agency collecting funds due.

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVERS' LICENSE NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER. IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY CHILD SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS. IF YOU ARE AN OBLIGOR AND FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME' ACCESS RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.

ARTICLE VI: COMMUNICATIONS

A. The parents will utilize Our Family Wizard (OFW) to (1) schedule and advise the other parent of changes or requests regarding parenting time (2) advise of the scheduling or cancellation of wellness visits (3) notify the other parent of matters regarding Maddie that the notifying parent would deem pertinent to Maddie's welfare if the roles were reversed (i.e. the "golden rule"), and to carry out the other notice provisions set forth in this Plan. For purpose of the Parenting Coordinator's role in assisting with co-parenting issues as they arise, posting on

OFW shall be proof of notice as to any issue raised. Where telephone notice is required in emergencies, medical attention to Maddie has been given, immediate transportation issues have arisen, school projects need to be discussed and responsibility agreed upon, or the like, follow up posting on OFW is encouraged.

ARTICLE VII. DISCIPLINE OF CHILD

The parties shall consult on all major discipline matters, recognizing that it would be in the best interest of the child to maintain uniform standards of discipline regardless of which parent is in residence with child. Therefore, the parties agree to consult with each other with respect to the disciplining of the child, should a major problem arise.

ARTICLE VII. DECISION MAKING

~~As with activity scheduling and sharing of information regarding Maddie, the parties together shall participate in all major decisions affecting the welfare and best interest of their minor child.~~ Each party shall be responsible for the day-to-day decisions concerning the minor child during the period of time that the minor child is in residence with that parent. Major decisions shall only be made ~~after consideration between the parents.~~ **according to the provisions of this Plan.**

ARTICLE VIII. PASSPORT

~~Mother shall hold~~ Maddie's passport shall be transferred back and forth upon request where required to travel or as proof of Maddie's identity and citizenship to an institution, agency, or other legal entity. Mother shall hold Maddie's birth certificate until Maddie is of sufficient age and maturity to hold it herself. Father shall not be precluded from borrowing it should it be necessary. Both parents shall cooperate in signing any necessary forms or affidavits to allow for out-of-country travel..

ARTICLE IX. CUSTODIAL ACCOUNT

Maddie's current custodial account at Wachovia Securities shall be **divided equally between the parents, with each portion invested in the parent's choice of 529 or Tuition Trust plans.** The funds may only be used for college expenses for Maddie (tuition, room, board, books and fees). If the funds have not been exhausted for college expenses as defined herein for Maddie, or there is more money in the account than necessary to fund college, the funds will be **distributed to Maddie at such time as she has completed her formal education.**

ARTICLE X. COLLEGE

The parties recognize the value and desirability of making available to Maddie a post-high school education. To the extent Maddie desires to obtain such education, the parties agree to first utilize funds from her custodial accounts identified above to pay cost of tuition, room and board, books and fees for Maddie's four (4) years of vocational or undergraduate school to be completed within five (5) years of graduation from high school. After the funds from Maddie's custodial account have been exhausted, the parties shall divide equally the college educational expenses for Maddie, including, but not limited to tuition, room and board, books and fees, at a cost not to exceed the prevailing rate for an Ohio resident attending Ohio State University.

ARTICLE XI. CHANGE OF RESIDENCE

Neither parent may permanently remove the child from Hamilton County, Ohio and establish residence for her in another jurisdiction without a Court order or an agreement signed by both parties and approved by the Court. Both parents shall notify the Court of any intent to relocate and shall provide the Court with a new residence address promptly. Notice of relocation forms are available in the Court of Domestic Relations Docket Clerk's Office.

ARTICLE XII. NO CONVICTION

The parties hereby state that neither party has been convicted of an offense or adjudicated to be a perpetrator of an offense that resulted in a child being an abused or

neglected child and neither party has been convicted of domestic violence or other assault against a family or a household member.

ARTICLE XIII. MEDIATION

Should any major differences of opinion regarding the best interest of the child arise, the parties shall attempt to resolve such differences through mediation with the Center for Resolution of Disputes for at least three sessions, unless agreed otherwise by the parties. The parties shall equally divide the expense for such mediation.

ARTICLE XIV. MODIFICATION

The Court shall retain exclusive and continuing jurisdiction on all issues relating to the minor child. However, this Shared Parenting Plan shall not be altered, changed or modified, except by written agreement of the parties and as approved by the Hamilton County Domestic Relations Court upon journalization of the appropriate entry, or by order of this Court.

ARTICLE XV. AGREEMENT TO COOPERATE: FOSTER LOVING RELATIONSHIP

The parties shall cooperate to the fullest extent possible in the upbringing of their child so that she shall not be the subject of friction and that the relationship with both parties shall be harmonious and respectful.

In the event of Mother's premature death, Father agrees to foster a loving relationship between Maddie and her maternal grandparents and other extended family members.

In the event of Father's premature death, Mother agrees to foster a loving relationship between Maddie and her paternal family members.

THE STATE OF OHIO,
Hamilton County, } ss.

Court of Common Pleas
SUBPOENA FOR WITNESS

To LEWIS KAMRASS
8329 RIDGE RD.
CINCINNATI, OH 45236

2008 JAN 11 A.M. 11:08
GREGORY HARTMANN
CLERK OF COURT
HAMILTON COUNTY, OH

FILED

You are required to attend on the 31 day of JANUARY
at 9 o'clock A.M., at 800 Broadway in Cincinnati, in said County,
before the Hon. Thiele MAGISTRATE Judge of said Court, in Room
No. to testify as witness on behalf of JON ENTINE
in the case of Entine
versus Turner

and not depart the Court without leave. Fail not under penalty of the law.

WITNESS my hand and the seal of the said Court at Cincinnati,
this 11 day of Jan A.D. 2008

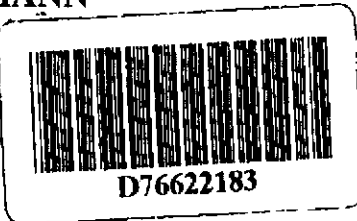
GREGORY HARTMANN

Clerk of the Court of Common Pleas

By

PRESS FIRMLY

JA Entine
Attorney



THE STATE OF OHIO,
Hamilton County, } ss.

Court of Common Pleas
SUBPOENA FOR WITNESS

To DAVID PECK
3074 MADISON RD.
CINCINNATI, OHIO 45209

FILED

2008 JAN 11 A 11:37
GREGORY HARTMANN
CLERK OF COURTS
HAMILTON COUNTY, OH

You are required to attend on the 31 day of JANUARY A.D. 2008
at 9 o'clock A M., at 800 Broadway in Cincinnati, in said County,
before the Hon. Thiele Magistrate Judge of said Court, in Room
No. _____ to testify as witness on behalf of _____
in the case of Entwe
versus Turner
and not depart the Court without leave. Fail not under penalty of the law.

WITNESS my hand and the seal of the said Court at Cincinnati,
this 11 day of JAN A.D. 2008

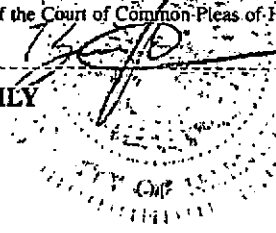
GREGORY HARTMANN

Clerk of the Court of Common Pleas of Hamilton County, Ohio

By _____

PRESS FIRMLY

[Signature]
Attorney



COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

Ellen Turner
Plaintiff / Petitioner

Date: 11-30-07

-vs/and-

Case No. DR 0500131

File No. E-233969

Jon Entieri
Defendant / Petitioner

CSEA No. _____

Judge Panick
Judge / Magistrate's

ORDER FOR CONTINUANCE

Whereas, Plaintiff / Defendant / Other _____, has(have) requested a continuance of the hearing set for _____, 20 _____ for the following reason(s):

- conflict of trial assignment
- for the presence of a necessary witness
- for the presence of a party
- to obtain additional information/discovery
- continued in progress
- failure of service
- other other motion

Whereas, the complaint / petition / motion was filed on _____ and there have been _____ previous continuances;

Whereas, no other party / counsel objects to this continuance OR _____ objects to the continuance.

THEREFORE, IT IS HEREBY ORDERED: 1-31-08 at 9:00

This case is hereby continued to ~~1-25-08~~ at ~~1:30~~ am/pm for 2 hour(s), Court of Common Pleas, Division of Domestic Relations, 800 Broadway in Courtroom 2-102 before Judge/Magistrate Theirle

For (type of hearing) _____

The motion for a continuance is denied.

Further Orders are as follows: _____

This Order is effective immediately. If a Magistrate has issued this Order, either party may appeal the Order by filing a Motion to Set Aside the Order within ten (10) days of the date this Order is filed. The pendency of a Motion to Set Aside the Order does not stay the effectiveness of this Order unless the Magistrate or Judge grants a stay.

[Signature]
Judge / Magistrate



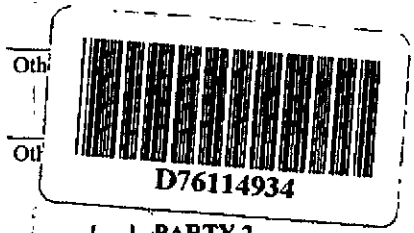
By signature below, both parties / counsel acknowledge receipt of this Order.

[Signature]
Plaintiff

[Signature]
Defendant

Attorney for Plaintiff

Attorney for Defendant



[] COURT [] FILE [] CSEA [] PARTY 1 [] PARTY 2

COURT OF COMMON PLEAS
DOMESTIC RELATIONS DIVISION
HAMILTON COUNTY, OHIO

JON ENTINE,

Plaintiff,

vs.

ELLEN TURNER,


Defendant.

Case No. DR0500131

Judge: Panioto

PROOF OF SERVICE OF A MOTION
TO AMEND SHARED PARENTING
PLAN ON ELLEN TURNER

This notice is given that the service of a Motion to Amend Shared Parenting Plan on ^{Turner} ELLEN was perfected by James H. Eckels, who is a person not less than eighteen years of age and is not a party in the above litigation, on November 19, 2007 by personally leaving a true copy with ELLEN TURNER at the Kenwood Country Club, Kenwood Road, Cincinnati, Ohio 45236.


James H. Eckels
Special Process Server
Legal Tenders of Ohio
5 McCormick Trail
Cincinnati, Ohio 45150
(513) 624-0110



D76005871

FILED

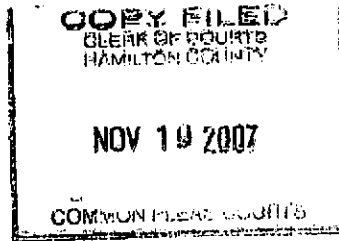
2007-NOV-26 A 10:04

GREGGORY B. HATHAN
CLERK OF COURTS
HAMILTON COUNTY, OH

Jon Entine
6255 So. Clippinger Dr.
Cincinnati, OH 55243

Vs.

Ellen Turner
6720 Camaridge Lane
Cincinnati, OH 45243



November 19, 2007

20500131
E 233969
PANIOTO
TAELE

Motion to Amend the Shared Parenting Plan to:

(1) Appoint a Parental Coordinator, with the right to make final legal decisions reviewable by the court upon appeal, with the stipulation that the PC cannot be removed by either party but only by the order of the court.

Ms. Turner fired the previous PC. The plaintiff, the Guardian ad litem and Madeleine's therapist Dr. Vivian Fliman all support the appointment of a PC that cannot be fired to resolve issues that while remaining unresolved places stress on daughter Madeleine.

(2) Require that the parent who, because of travel or other unforeseen events, has temporary oversight of Maddie during the other parent's regularly scheduled time should be required to cooperate in having Maddie attend her regularly scheduled activities or events.

Madeleine has Hebrew School classes regularly scheduled on Wednesday afternoons, which is her Father's regular time with her. On three occasions during October and November, when Father was unexpectedly out of town on Wednesdays on tour promoting his book, and Ms. Turner assumed parental oversight, Ms. Turner refused to either take Madeleine to her scheduled class or refused to allow the parent of her best friend to take her to the class. Madeleine also had regularly scheduled Sunday school during plaintiff's regularly scheduled parental time, which Ms. Turner refused to have Madeleine attend. The SPP is very clear about the need to provide consistency in Madeleine's schedule. Ms. Turner's refusal is disruptive to her and violates numerous clauses of the SPP about the need for cooperation and working in Madeleine's best interest.

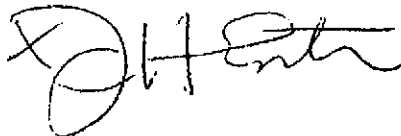
(3) Revise Article IIB as to how to divide the Winter Break.

As it now stands, the parties divide Winter Break in such a way as Mother gets a continuous set of days and Dad's days are always divided into two blocks, before and after Ms. Turner's block of time. This is because Mother is always granted the Christmas Eve and Day holiday, even though she is (or was until the breakup of the marriage) a secular Christian and even though Father, even before his marriage and over many

decades, observed Christmas as an international secular Winter Break holiday. This year, Father gets neither Christmas (which Ms. Turner now gets every year) nor New Year's Eve with his daughter. The current guideline is inherently unfair to plaintiff and greatly hampers the opportunity for Father to arrange for Winter Break activities and holidays with his daughter. As is clear by the example about dividing Winter 2007 outlined on the bottom of page 6 and top of page 7 in the SPP, both parties entered into the agreement believing the Winter Break schedule from school would be different than it is (it was unpublished at the time of the negotiations) and that the divided holiday situation experienced by the Father would be nonexistent or minimal—maybe just one day lost. As it turns out this Winter—completely different from what was anticipated—Father has two sets of breaks—3 days and 6 days—while Mother gets a continuous stream of days. Looking forward, this split holiday will adversely impact Father every year, always limiting the plaintiff's ability to plan an extended Winter Break holiday. Plaintiff requests to have the formula changed by either: (1) Splitting the holiday 50/50, with no special arrangement made for Christmas, and parents flip-flopping between the first and second half of Winter Break; in that way, each parent would get either Christmas or New Year's but not both, as Ms. Turner now frequently gets; or (2) On years (every year as it now stands) when Father's holiday is split, arrange for the days to be consolidated in the second half of the Winter Break period so that both Ms. Turner and plaintiff get a continuous set of days to spend with their daughter.

(4) Revise Article IX as to handling of Custodial Account.

Under the SPP, the custodial account at Wachovia Securities was supposed to be placed into a trust with both parties as co-trustees. The lawyer at Wachovia Securities sent us a letter stating that under the law, a co-trusteeship for a custodial account was illegal. The same information was passed along by a lawyer at Vanguard, the large mutual fund company, which manages hundreds of thousands of accounts. Plaintiff has proposed numerous solutions to the problem but defendant has refused to even respond, which has left the account as it was since the divorce—in the defendant's name, with no management oversight, but with fees being charged against it. The Parental Coordinator, before plaintiff fired her, recommend that the account be re-established as a tax deductible 529 account, as that would ensure that Madeleine would not lose the possibility of getting a scholarship and the funds would accumulate tax-free. Defendant opposed that recommendation. The SPP needs to be revised to put the proceeds (which were in fact largely funded by Plaintiff's Father's estate) under the control of both parties. Here is the rub: A 529, as with all custodial accounts (including to the Wachovia lawyer and other lawyer's consulted) must have only one trustee. Plaintiff proposes to divide the account into two separate but identical 529 accounts with an agreement on how the account would be managed – for example, by putting it into a minimal fee life-allocation account that adjusts automatically for risk tolerance based on age. This would bring enormous financial benefits to Madeleine, as the money would grow tax-free and she would owe no capital taxes, it would preserve the possibility of her getting a scholarship, and both parents would benefit with substantial tax savings for the prior and future contributions.



Please note this Motion will be heard on November 30, 2007
before MAG. There at 10:30 AM.

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

ENTINSE

CASE NO. DR 0500131

-vs-

WRITTEN REQUEST FOR SERVICE
(TYPE OF PAPERS BEING SERVED)

TURNER

SUBPOENA

PLAINTIFF / DEFENDANT REQUESTS:

CERTIFIED MAIL SERVICE

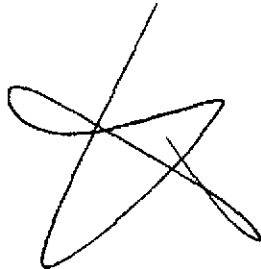
REGULAR MAIL SERVICE _____

PERSONAL SERVICE _____

RESIDENCE SERVICE _____

PROCESS SERVICE _____

FOREIGN SHERIFF _____



IN ACCORDANCE WITH CIVIL RULE 4.6(C) OR (D) AND
4.6(E) AN ORDINARY MAIL WAIVER IS REQUESTED

FILED

2007 NOV 19 P

GREGORY HARTMAN
CLERK OF COURTS
HAMILTON COUNTY, OH

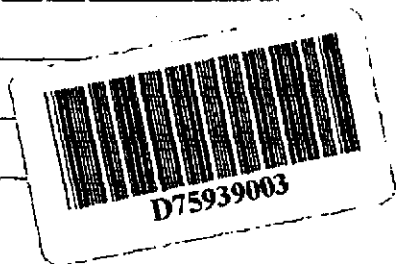
LIST NAME AND ADDRESS OF PERSON(S) TO BE SERVED

RABBI LEWIS KAMRAN

WISE TEMPLE

8329 RIDGE RD.

CIN, OH 45236



[Signature]
SIGNATURE

PHONE NUMBER

ADDRESS

ATTORNEY NUMBER

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

ENTINE

CASE NO. DA0500131

-vs-

WRITTEN REQUEST FOR SERVICE
(TYPE OF PAPERS BEING SERVED)

TURNER

MOTION

PLAINTIFF / DEFENDANT REQUESTS:

CERTIFIED MAIL SERVICE _____

PERSONAL SERVICE _____

PROCESS SERVICE X

REGULAR MAIL SERVICE _____

RESIDENCE SERVICE _____

FOREIGN SHERIFF _____

FILED

2005 NOV 19 P 2:48

GREGORY HATHMAN
CLERK OF COURTS
HAMILTON COUNTY, OH



IN ACCORDANCE WITH CIVIL RULE 4.6(C) OR (D) AND
4.6(E) AN ORDINARY MAIL WAIVER IS REQUESTED

LIST NAME AND ADDRESS OF PERSON(S) TO BE SERVED

Ellen Turner

6720 Cambridge Lane

CIN, OH 45243



D75938750

J. H. Entz
SIGNATURE

PHONE NUMBER _____

ADDRESS _____

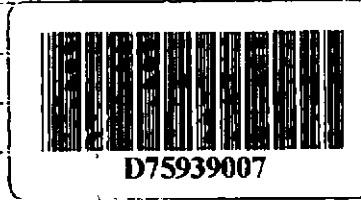
ATTORNEY NUMBER _____

Dros 2931

THE STATE OF OHIO,
Hamilton County, } ss.

Court of Common Pleas
SUBPOENA FOR WITNESS

To RABBI LEWIS KAMRASS
Wise Temple
8329 Ridge Rd.
CIN, OH 45236



You are required to attend on the 30 day of NOVEMBER A.D. 20
at 2 o'clock P M., at 800 Broadway in Cincinnati, in said County,
before the Hon. MAG THIELE Judge of said Court, in Room
No. to testify as witness on behalf of JON ENTINE
in the case of ENTINE
versus TURNER
and not depart the Court without leave. Fail not under penalty of the law

WITNESS my hand and the seal of the said Court at Cincinnati,
this 11 day of NOV A.D. 2007

GREGORY HARTMANN

Clerk of the Court of Common Pleas of Hamilton County, Ohio

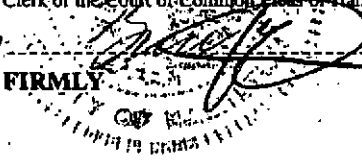
By

Deputy

PRESS FIRMLY

[Signature]
Attorney

2007 NOV 11
GREGORY HARTMANN
CLERK COURT
HAMILTON COUNTY, OH



PRE-DECREE () POST-DECREE ()

Jon Entine
6255 So. Clippinger Dr.
Cincinnati, OH 55243

- () Chg. of Cust.
- () Vis. Enforce/Mod.
- () Sup. Enforce/Mod.
- () Others

November 19, 2007

Vs.

Ellen Turner
6720 Camaridge Lane
Cincinnati, OH 45243

SECURITY FOR COSTS IN THE SUM OF \$ 5000
DEPOSITED BY J. ENTINE

20500131
E 233969
PANIOTO
TAELE

Motion to Amend the Shared Parenting Plan to:

(1) Appoint a Parental Coordinator, with the right to make final legal decisions reviewable by the court upon appeal, with the stipulation that the PC cannot be removed by either party but only by the order of the court.

Ms. Turner fired the previous PC. The plaintiff, the Guardian ad litem and Madeleine's therapist Dr. Vivian Fliman all support the appointment of a PC that cannot be fired to resolve issues that while remaining unresolved places stress on daughter Madeleine.

(2) Require that the parent who, because of travel or other unforeseen events, has temporary oversight of Maddie during the other parent's regularly scheduled time should be required to cooperate in having Maddie attend her regularly scheduled activities or events.

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GREGORY HARTMANN
CLERK OF COURTS
HAMILTON COUNTY, OH

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D75939060

decades, observed Christmas as an international secular Winter Break holiday. This year, Father gets neither Christmas (which Ms. Turner now gets every year) nor New Year's Eve with his daughter. The current guideline is inherently unfair to plaintiff and greatly hampers the opportunity for Father to arrange for Winter Break activities and holidays with his daughter. As is clear by the example about dividing Winter 2007 outlined on the bottom of page 6 and top of page 7 in the SPP, both parties entered into the agreement believing the Winter Break schedule from school would be different than it is (it was unpublished at the time of the negotiations) and that the divided holiday situation experienced by the Father would be nonexistent or minimal—maybe just one day lost. As it turns out this Winter—completely different from what was anticipated—Father has two sets of breaks—3 days and 6 days—while Mother gets a continuous stream of days. Looking forward, this split holiday will adversely impact Father every year, always limiting the plaintiff's ability to plan an extended Winter Break holiday. Plaintiff requests to have the formula changed by either: (1) Splitting the holiday 50/50, with no special arrangement made for Christmas, and parents flip-flopping between the first and second half of Winter Break; in that way, each parent would get either Christmas or New Year's but not both, as Ms. Turner now frequently gets; or (2) On years (every year as it now stands) when Father's holiday is split, arrange for the days to be consolidated in the second half of the Winter Break period so that both Ms. Turner and plaintiff get a continuous set of days to spend with their daughter.

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COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

Jon Entine
Plaintiff / Petitioner

Date: 10-26-07

-vs/and-

Case No. DR0500131

File No. E233969

Ellen Turner
~~Defendant~~ / Petitioner

CSEA No. _____

Judge Paristo
Judge / Magistrate's

ORDER FOR CONTINUANCE

Whereas, Plaintiff / Defendant / Other _____, has(have) requested a continuance of the hearing set for _____, 20 _____ for the following reason(s):

- conflict of trial assignment
- continued in progress
- for the presence of a necessary witness
- failure of service
- for the presence of a party
- other _____
- to obtain additional information/discovery

Whereas, the complaint / petition / motion was filed on _____, and there have been _____ previous continuances;

Whereas, no other party / counsel objects to this continuance OR _____ objects to the continuance.

THEREFORE, IT IS HEREBY ORDERED:

This case is hereby continued to 11-30-07 at 11:20 ^{32:00} am/pm for 2 1/2 hour(s), Court of Common Pleas, Division of Domestic Relations, 800 Broadway in Courtroom 2-02 before Judge/Magistrate Thiele

For (type of hearing) _____

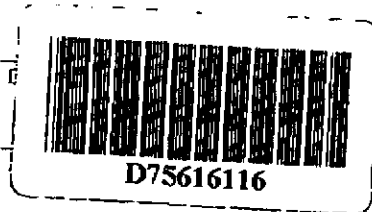
- The motion for a continuance is denied.
- Further Orders are as follows: _____

This Order is effective immediately. If a Magistrate has issued this Order, either party may appeal the Order by filing a Motion to Set Aside the Order within ten (10) days of the date this Order is filed. The pendency of a Motion to Set Aside the Order does not stay the effectiveness of this Order unless the Magistrate or Judge grants a stay.

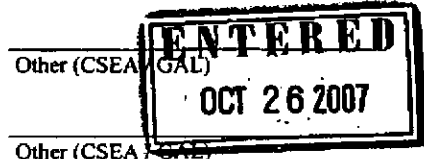
[Signature]
Judge / Magistrate

By signature below, both parties / counsel acknowledge receipt of this Order.

Ellen Turner
Plaintiff



Attorney for Plaintiff

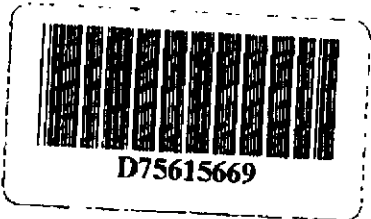


Other (CSEA / GAL)

Other (CSEA / GAL)

| | COURT | | FILE | | CSEA | | PARTY 1 | | PARTY 2

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO



Ellen L. Turner

Case No. DR0500131

-vs/and-

File No. E233969

Jon H Entine

WRITTEN REQUEST FOR SERVICE
(Type of Papers Being Served)
Order for Continuance

THE COURT REQUESTS:

CERTIFIED MAIL SERVICE	_____	REGULAR MAIL SERVICE	<u>XX</u>
PERSONAL SERVICE	_____	RESIDENCE SERVICE	_____
PROCESS SERVICE	_____	FOREIGN SHERIFF	_____

**IN ACCORDANCE WITH CIVIL RULE 4.6 (C) OR (D) AND 4.6 (E)
AN ORDINARY MAIL WAIVER IS REQUESTED.**

LIST NAME AND ADDRESS OF PERSON(S) TO BE SERVED:

Jon H Entine 6255 S CLIPPINGER DR CINCINNATI OH 45243-0000

FILED
2011 OCT 26 P 3:15
GREGORY HARTMAN
CLERK OF COURTS
HAMILTON COUNTY OH

COURT OF COMMON PLEAS
DOMESTIC RELATIONS DIVISION
HAMILTON COUNTY, OHIO

JON ENTINE,
Plaintiff,

vs.

ELLEN TURNER,
Defendant.

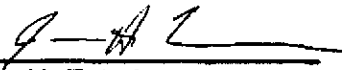
Case No. DR0500131

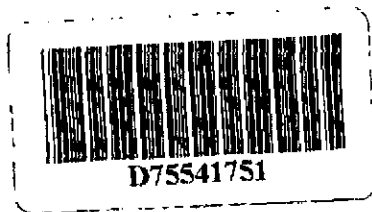
Judge:

PROOF OF SERVICE OF A MOTION
FOR CONTEMPT AND LETTER ON
ELLEN TURNER

This notice is given that the service of a Motion for Contempt and Letter on ELLEN TURNER was perfected by James H. Eckels, who is a person not less than eighteen years of age and is not a party in the above litigation, on October 19, 2007 by personally leaving a true copy with ELLEN TURNER at The Cincinnati Country Day School in the parking lot on Given Road.

FILED
2007 OCT 22 10:27
GREGORY HARTMANN
CLERK OF COURTS
HAMILTON COUNTY, OH


James H. Eckels
Special Process Server
Legal Tenders of Ohio
5 McCormick Trail
Cincinnati, Ohio 45150
(513) 624-0110



COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

Jon ENTINE

CASE NO. DR 05 00131

-vs-

ELLEN TURNER

WRITTEN REQUEST FOR SERVICE
(TYPE OF PAPERS BEING SERVED)

SUBPOENA

PLAINTIFF / DEFENDANT REQUESTS:

CERTIFIED MAIL SERVICE _____

REGULAR MAIL SERVICE _____

PERSONAL SERVICE _____

RESIDENCE SERVICE _____

PROCESS SERVICE _____

FOREIGN SHERIFF _____



IN ACCORDANCE WITH CIVIL RULE 4.6(C) OR (D) AND
4.6(E), AN ORDINARY MAIL WAIVER IS REQUESTED

FILED

2007 OCT 19 P 3:30

GREGORY HARTMAN
CLERK OF COURTS
HAMILTON COUNTY, OH

LIST NAME AND ADDRESS OF PERSON(S) TO BE SERVED

DAVID PECK

BARAON PECK

3074 MADISON RD.
CIN, OH 45209

Jon Entine
SIGNATURE

PHONE NUMBER

ADDRESS

ATTORNEY NUMBER



D75535941

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

Jon ENTINE

CASE NO. DR 05 00131

-VS-

ELLEN TURNER

WRITTEN REQUEST FOR SERVICE
(TYPE OF PAPERS BEING SERVED)

ADENAM TO MOTION
FOR CONTINUANCE

PLAINTIFF / DEFENDANT REQUESTS:

CERTIFIED MAIL SERVICE _____

REGULAR MAIL SERVICE X

PERSONAL SERVICE _____

RESIDENCE SERVICE _____

PROCESS SERVICE _____

FOREIGN SHERIFF _____



IN ACCORDANCE WITH CIVIL RULE 4.6(C) OR (D) AND
4.6(E) AN ORDINARY MAIL WAIVER IS REQUESTED

FILED

2001 OCT 19 P 3:31

GREGORY HARTMANN
CLERK OF COURTS
HAMILTON COUNTY, OH

LIST NAME AND ADDRESS OF PERSON(S) TO BE SERVED

ELLEN TURNER

6720 CAMBRIDGE LANE

CINCINNATI, OH 45243

[Signature]
SIGNATURE

PHONE NUMBER _____

ADDRESS _____

ATTORNEY NUMBER _____

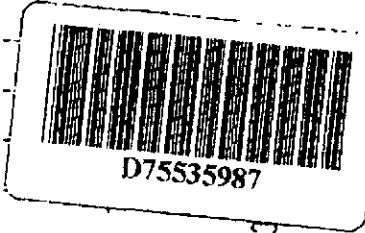
C:\MSOFFICE\WINWORD\WRITREQ.DOC



THE STATE OF OHIO,
Hamilton County, } ss.

Court of Common Pleas
SUBPOENA FOR WITNESS

To DAVID PECK
BARRON PECK
3074 MADISON RD.
CIN, OH 45209



You are required to attend on the 30 day of NOVEMBER 17 A.D. 2007
at 10:30 o'clock A M., at 800 Broadway in Cincinnati in Hamilton County,
before the Hon. THIELE Judge of said Court in Room
No. 2-102 to testify as witness on behalf of JON ENTINE
in the case of ENTINE
versus TURNER
and not depart the Court without leave. Fail not under penalty of the law.

RECEIVED
NOV 19 10 33 AM
CLERK OF COURTS
HAMILTON COUNTY, OH
GREGORY HARTMANN

WITNESS my hand and the seal of the said Court at Cincinnati,
this 19 day of Nov A.D. 2007

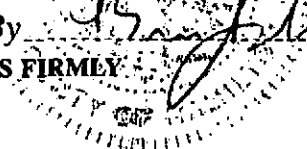
GREGORY HARTMANN

Clerk of the Court of Common Pleas of Hamilton County, Ohio

By *[Signature]* Deputy

PRESS FIRMLY

[Signature]
Attorney



Jon ENTINE
6255 So. Clippinger Dr.
CIN OH, 45243

CASE # DR 0500131

ADDENDUM TO MOTION
FOR CONTINUANCE

v.
Ellen TURNER
6720 CAMBRIDGE LANE
CIN, OH, 45243



D75536006

October 19, 2007

Dear Magistrate Thiele,

This is an update to my filing requesting a continuance of the October 26th hearing. I called Ms. Turner four separate times last week and this week to try to reschedule the hearing. I sent an email to her lawyer. I posted a notice on Our Family Wizard. As is her practice, she refuses to discuss ANYTHING, and therefore creates conflicts, such as we have now over the scheduling date of a hearing with you.

On the date of our last hearing, September 21, I did try to work with her but I was rebuffed. I searched for Ms. Turner after I stopped you in the back hallway to tell you that she appeared to ignore the service Legal Tenders had just made on her to get your advice. As I wrote before, she literally ran away when she was served, and then disappeared. When I came out after talking to you, she was gone. I checked in the third floor area where filings are made, but she was not there. I don't know if she had gone to the bathroom or was talking to her attorney, or what, but she was not around. She must have asked for the continuance papers after I left, but she was not around when I checked.

2007 OCT 19 10:33:29
GREGORY HARTMANN
CLERK OF COURTS
HAMILTON COUNTY, OH

It seems inconceivable to me that I would be "punished" because I did not scour the building for her. Your directive to us, as I heard it, was to work together to come up with a new date. She knew the October 26 date work wouldn't work—I even mentioned it during the hearing, when she said she couldn't attend the October 19 date. I've tried to work with this woman, but she refuses to communicate in any way.

I've attached my work travel itinerary beginning next Friday so you can appreciate why I cannot attend the hearing she had continued until October 26. I leave from Dayton that morning on an 11 am flight.

You may have noticed by now that I have filed a separate series of contempt motions, which are scheduled to be heard on November 30. I hope you will consider consolidating all issues to be heard at that time.

I also hope you will consider appointing a Parental Coordinator that cannot be fired. She fired the first one. She refuses to go back to mediation and also wouldn't pay her bill to the mediator. Now the court appointed Guardian Ad litem is thinking of quitting. See attached note. We badly need a Parental Coordinator that SHE CAN'T FIRE when rulings go against her. It would greatly reduce the load on David Peck.

Regards,

Search

Jon H Entine
 SkyMiles #: 0535025290
 Total miles: 14,195
 Silver Medallion®
[Log out](#)

Manage Trip

[Back](#)

Dayton, OH (DAY) to Atlanta, GA (ATL) Confirmation Number : D9THEN

[Change Flights](#) [Cancel Itinerary](#) [Check-in](#)

[Email Itinerary](#) [Print Itinerary](#) [Get Notifications](#)

Carrier Flight Number	Departs	Arrives		Cabin & Class	Flight Segment Status	Upgrade Status
Delta 4343	Dayton, OH (DAY) Gate: N/A	11:00am 26 Oct 2007	Atlanta, GA (ATL) Gate: N/A	12:46pm 26 Oct 2007	Coach (Y)	Confirmed Not Eligible
Delta 1173	Atlanta, GA (ATL) Gate: N/A	2:21pm 26 Oct 2007	Tampa, FL (TPA) Gate: N/A	3:45pm 26 Oct 2007	First (V)	Confirmed Confirmed
Delta 709	Tampa, FL (TPA) Gate: N/A	6:47pm 27 Oct 2007	Atlanta, GA (ATL) Gate: N/A	8:28pm 27 Oct 2007	Coach (K)	Confirmed Requested
Delta 1423	Atlanta, GA (ATL) Gate: N/A	9:35pm 27 Oct 2007	Los Angeles, CA (LAX) Gate: N/A	11:38pm 27 Oct 2007	Coach (K)	Confirmed Requested
Delta 1566	Los Angeles, CA (LAX) Gate: N/A	10:55pm 28 Oct 2007	Atlanta, GA (ATL) Gate: N/A	6:03am 29 Oct 2007	Coach (K)	Confirmed Requested
Delta 551	Atlanta, GA (ATL) Gate: N/A	7:05am 29 Oct 2007	Baltimore, MD (BWI) Gate: N/A	8:55am 29 Oct 2007	Coach (K)	Confirmed Requested
Delta 1773	Baltimore, MD (BWI) Gate: N/A	6:15am 30 Oct 2007	Cincinnati, OH (CVG) Gate: N/A	7:53am 30 Oct 2007	Coach (U)	Confirmed Requested
Delta 6634	Cincinnati, OH (CVG) Gate: N/A	9:05am 30 Oct 2007	Dayton, OH (DAY) Gate: N/A	9:48am 30 Oct 2007	Coach (U)	Confirmed Not Eligible

Price per passenger: 1,344.69(USD)

¹ Operated by Atlantic Southeast ² Operated by Freedom Airlines Inc

SkyMiles earned: 6970; MQM earned: 7470 [\(Details\)](#)
 Per passenger

Your Seating

Passenger	From	To	Seat Assignment Select/Change	Special Services or Meals (e.g. Wheelchair, Kosher...)
Jon H Entine SkyMiles # 0535025290	Dayton, OH (DAY)	Atlanta, GA (ATL)	4D	
	Atlanta, GA (ATL)	Tampa, FL (TPA)	4B	
	Tampa, FL (TPA)	Atlanta, GA (ATL)	23C	
	Atlanta, GA (ATL)	Los Angeles, CA (LAX)	11C	
	Los Angeles, CA (LAX)	Atlanta, GA (ATL)	20E	
	Atlanta, GA (ATL)	Baltimore, MD (BWI)	33D	
	Baltimore, MD (BWI)	Cincinnati, OH (CVG)	12C	
	Cincinnati, OH (CVG)	Dayton, OH (DAY)	2A	

Helpful Information

- Check in online from 24 hours to 30 minutes before departure for eligible flights. For flights operated by another airline, be sure to check in with that airline.
- Review baggage check-in requirements as they vary by airport.
- Click the flight number within 24 hours of departure to get complete flight details.

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On 10/17/07 4:44 PM, "David W. Peck"
<dwp@bpbslaw.com> wrote:

Jon...here is an except from an email I just sent
Ellen:

"I am strongly considering withdrawing as GAL. I cannot get enough time to do the regular work required of a GAL because of the ombudsman/mediator/arbitrator/judge role which each parent has insisted that I play. You have said that a PC is unnecessary because Magistrate Theile is a less expensive and ready dispute resolution service. I disagree. His docket is already crowded and I am opposed to dumping on him the constant parade of issues the parents bring to the table.

My inclination is to prepare recommendations for the modification of the parenting plan in the form of a "Report of the GAL" and submit it to the court along with my resignation notice. There will be a refund of unused retainer. I will address this matter further when I return next week."

FYI

David Wade Peck, Esq.

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

Jon ENTINE

CASE NO. DR 0500131

-VS-

ELLEN TURNER

WRITTEN REQUEST FOR SERVICE
(TYPE OF PAPERS BEING SERVED)

MOTIONS

PLAINTIFF / DEFENDANT REQUESTS:

CERTIFIED MAIL SERVICE _____

PERSONAL SERVICE _____

PROCESS SERVICE _____

REGULAR MAIL SERVICE _____

RESIDENCE SERVICE _____

FOREIGN SHERIFF _____



IN ACCORDANCE WITH CIVIL RULE 4.6(C) OR (D) AND
4.6(E) AN ORDINARY MAIL WAIVER IS REQUESTED

FILED
2001 OCT 18 P
GREGORY HARTMANN
CLERK OF COURTS
HAMILTON COUNTY, OH

LIST NAME AND ADDRESS OF PERSON(S) TO BE SERVED

Ellen TURNER

6720 CAMBRIDGE LANE

CINCINNATI, OH. 45243

Jon Entine
SIGNATURE

PHONE NUMBER _____

ADDRESS _____

ATTORNEY NUMBER _____



SECURITY FOR COSTS IN THE SUM OF \$ 50.00
DEPOSITED BY JON ENTINE

October 18, 2007

Jon Entine
6255 So. Clippinger Dr.
Cincinnati, OH 55243

CASE NO. DR0500131

Vs.

Ellen Turner
6720 Camaridge Lane
Cincinnati, OH 45243

PRE-DECREE POST DECREE
 Chg of Cust.
 Vis. Enforce/Mod
 Sup. Enforce/Mor
 Others

MOTION FOR CONTEMPT

Find Ellen Turner in contempt of Shared Parenting Plan and Divorce Decree For:

(1) Refusing to reimburse Jon Entine for Medical premiums for daughter Madeleine for 2007, plus reimbursement of overpayment for December 2006 (Article IV and Divorce Decree); These expenses total \$1,613.58 through payment for the November premium. Ms. Turner has repeatedly refused to pay, and refuse to complete Mediation to satisfy her obligation.

(2) Refusing to reimburse Jon Entine for out of pocket medical expenses for 2005-06 (Article IV and Divorce Decree); Ms. Turner owes Jon \$122.66. I have repeatedly attempted—more than a dozen times—to meet with Ms. Turner to resolve any and all outstanding issues. I paid for all of my expenses to her through 2005, as noted in my attached message to her posted on OFW on August 27, 2006, which was linked to a check sent to Ms. Turner as part of a certified letter on August 10, 2006.

(3) Refusing to agree to mediation when major differences of opinion occur (Article XIII); Maddie is half-Christian and half-Jewish and she is rightfully proud of both identities. Her father encourages her in both faiths. Ms. Turner decided without any consultation that she will have Maddie baptized in March 2008. She informed Maddie's rabbi of this, but not Maddie's father, in October 2007. This is clearly a major decision and is also a violation of other clauses in the SPP. I asked Ms. Turner to agree to mediation by phone and by posting on Our Family Wizard, and informed her lawyers by return receipt email, and received no responses.

(4) Violation the preamble, which says that "neither parent will do anything that my estrange the minor child from the other." As noted above, Maddie is half-Christian and half-Jewish and she is rightfully proud of both identities. Her father encourages her in both faiths. Her mother consistently mocks her Father's commitment to Judaism, has called Maddie's rabbi to interfere with that relationship, openly discourages Maddie from celebrating her Jewishness, represents to others that she is Christian by identity, and active lobbies Maddie.

(5) Engaging in any behavior that will discourage Maddie from attending Maddie's synagogue; Ellen has told Maddie she will be baptized in March 2008. Maddie has tried to resist this for years but is now being given increasing pressure. Ms. Turner also does

FILED
OCT 18 2007
GREGORY HARTMANN
CLERK OF COURTS
HAMILTON COUNTY, OH

not permit Maddie to attend synagogue on occasions or attend key religious events. Ms. Turner also does not allow Maddie to express her interest in Judaism, such as when Maddie likes to sing Jewish songs, and her mother scolds her. Ms. Turner also sent notes to Maddie's school, claiming Maddie was not to be allowed to be taken out of school to celebrate a major Jewish holiday agreed to in the SPP.

(6) Refusing to alert Father when daughter gets ill or injured (Article IV E&F): Maddie badly injured her ankle while with her mother on either January 17 or January 18, 2007. I was not informed. According to Maddie, mother told her she was too busy to go to the doctor. I had to take Maddie on an emergency basis to get ex-rays on January 19. This has happened before. Maddie has had numerous severe injuries related to riding and I have never been informed. On April 27, 2005, Maddie hurt her collarbone and was taken by Ellen (in violation of a court order, as I was the custodial parent on that day) to the hospital for emergency x-rays. I was not told of the accident until 8 hours after it occurred, and I was never told by Ms. Turner that the accident required emergency treatment; I found that out the next day from the school nurse.

(7) Not informing Maddie's daycare providers of Father's contact information. Ms. Turner defied the SPP and the Parental Coordinator's rulings and did not post any contact information about Maddie's daycare providers until August 21, 2007, the first day of mediation (which Ms. Turner later quit), when this issue was to be raised. She still has yet to follow IG, which requires that "third party shall be given parents' cell phone numbers, home phone numbers and addresses for contact information in the event of an emergency." In contrast, Father has had one daycare provider for one 3 hour period over the course of the SPP—during a mediation session—and provided Ms. Turner with all relevant information and the daycare provider with Ms. Turner's contact information.

(8) Blocking phone contact. Ms. Turner has violated Article IH more than 70 times. She has even refused—and acknowledged in writing that she refused—to allow Maddie to answer phone calls to his daughter when the daughter saw on "caller ID" that the father was calling and wanted to take the call.

(9) Refusing to pay for activity selected. Father was forced to pay \$128 on April 15, 2008 to pay for an event involving horse riding, the activity selected for by Mother. That's a violation of Article IIG.

(10) Failing to notify Father of vacation schedule travel (Article IIF): Parent is required to provide 30 days notice of out of town travel. Parent gave no notice until less than a week before her scheduled departure, and then informed Father that she intended to take Maddie out of town for extra days, during a scheduled summer activity, in violation of the SPP Articles IIA and IID. (She only backed down on this violation when she was upbraided by the Guardian ad litem).



D75507706

ENTINE/TURNER MEDICAL EXPENSES OWED FOR
2005/2006/2007 AS OF OCTOBER 18, 2007

FOR 2005

Ellen Claims Jon Agrees With in Full

4/27/05	Bethesda Hospital	Ellen claim: \$41.82
6/30/05	Definity	Ellen claim: \$32.42

Ellen Claims Jon Agrees with:

9/1/05	Pharmacy	\$15.79
9/1/05	Pharmacy	\$1.47
11/10/05	Pharmacy	\$63.54
11/17/05	Pharmacy	\$32.42
11/23/05	Pharmacy	\$29.62

For 2005, Jon owes Ellen based on her claims: \$142.84

Ellen Claims Jon Does No Agree With

10/18/05	Definity	Ellen claim: \$118.25
10/5/05	Definity	Ellen claim: \$62.98

No details provided indicating that this is money I owe you. I would be happy to pay for this if indeed it can be shown that I owe this money.

4/30/05	Pharmacy	Ellen claim: \$49.65
---------	----------	----------------------

I paid this and provided you, by registered mail, the receipt.

Aug/Sep/05	Children's Hospital	Ellen claim: \$259.99
------------	---------------------	-----------------------

This is actually two separate claims, both of which have been paid by insurance and by me, that you are conflating:

(1) DOS 8/12/05; Owed: \$247; Check for \$197.60 cut to Ellen Turner on 2/15/06 and cashed by Ellen Turner; YOU SUPPLIED ME WITH THE RECORD SO YOU KNOW THIS IS ACCURATE; Owed by Ellen and Jon" \$49.40; Jon's share: \$24.70

(2) \$12.99; DOS 9/9/05; Jon's share: \$6.44; I've previously supplied you with these records, which you have independently as well

HOWEVER, my share of BOTH claims were paid by me in FULL to you as part of my 8/10/06 check to you to pay off a variety of claims you had made to me, which you cashed; copy of documentation posted in OFW email and provided to you by registered mail.

Nov/Dec	Children's Hospital	Ellen claim: \$19
---------	---------------------	-------------------

DOS 8//11/05; I have NEVER seen or been provided a bill for \$19 from Children's. The ONLY bill I received from is from 11/29/05, which is detailed below, and has been paid in full

Nov/Dec Children's Hospital Ellen claim: \$15.10
DOS 11/229/05; Unreimbursed amount owed by both Ellen and Jon: \$15.10; Jon's half of that unreimbursed expense would be \$7.55 That was paid in FULL as part of my 8/10/06 check noted above; copy of \$16.40 payment on 11/9/05 to Children's Hospital sent to you previously

12/5/05 Dr. Jackson Ellen claim: \$291.20
Maddie's routine dental costs are covered 100 percent by insurance. Ellen was in charge of managing Maddie's dental costs and ensuring that her care comply with the insurance rules. Ellen never consulted/told Jon about ANY dental care for Maddie in December. If Maddie required anything more than routine care, Ellen would have been REQUIRED by the SPP to consult with him and get his approval; this did not happen, so I would not be required to reimburse Ellen if non-routine care was performed. Despite numerous requests, Ellen has not even submitted a copy of a bill from Dr. Jackson and TO THIS DAY.

Jon Claims Ellen has not Reimbursed
(Documentation and my payments previously provided)

Madeira Optical routine eye exam on 5/4/06; \$69; no insurance coverage because Ellen had not signed up for coverage
Madeira Family Practice on 8/05; court ordered preparation of records because of Ellen's custody challenge: \$20
Madeira Family Prace (MFP) on 8/05; outpatient exam; \$55.84 after insurance
MFP on 11/9; outpatient exam; \$6.81 after insurance
MFP on 12/12; outpatient exam; \$29.89 after insurance

Total Shared Parenting Costs: \$181.54
ELLEN OWES JON: \$90.77

2005 Summary

JON OWES ELLEN: \$217.08
ELLEN OWES JON: \$90.77

NET FOR 2005: JON OWES ELLEN: \$126.31

2006

Ellen is required by the SPP to submit her bills on or about February 1. I submitted mine to her in January. I did not receive her claims until February 20, and therefore owe nothing. What follows is accounting of what otherwise would have been owed.

Ellen Claims Jon would have agreed with

2/2/06 Children's Hospital \$816.90
Jon's share is 1/2: **\$408.45**

3/20/06 Children's Hospital \$12.94
DOS 11/29/05; Jon's share is 1/2: **\$6.47**

3/25/06 Children's Hospital \$876.85
Jon's share is 1/2: **\$438.42**

3/25/06 Children's Hospital \$75.51
Jon's share is 1/2: **\$37.75**

7/30/06 Children's Hospital \$15.10
Jon's share is 1/2: **\$7.55**

12/12/06 Children's Hospital \$17.73
Jon's share is 1/2: **8.861111**

Jon's Pharmacy costs he owes 100%:

9/30/05 Pharmacy \$37.20

9/30/05 Pharmacy \$4.20

5/26/06 Pharmacy \$33.18

4/6/06 Pharmacy \$5.39

6/2/06 Pharmacy \$17.24

8/25/06 Pharmacy \$9.65

10/9/06 Pharmacy \$35.40

10/17/06 Pharmacy \$19.24

10/17/07 Pharmacy \$0.88

11/7/06 Pharmacy \$2.43

11/10/06 Pharmacy \$55.72

12/1/06 Pharmacy \$95.28

12/1/06 Pharmacy \$54.77

12/22/06 Pharmacy \$5.48

TOTAL JON WOULD HAVE OWED: \$1283.65

Ellen Claim Jon Does Not Agree With

2/6/06 Dr. Jackson Ellen claim: \$39

Maddie's routine dental costs are covered 100 percent by insurance. Ellen never consulted/told Jon about ANY non-routine dental care for Maddie in February. If Maddie required anything more than routine care, Ellen is REQUIRED by the SPP to consult with him and get his approval; this did not happen. Jon still has no idea why or even IF any non-routine dental care was given to Maddie; despite numerous requests, Ellen has not even submitted a copy of a bill (which Jon would not have to pay anyway, if Maddie had gotten non-routine care, because he was not consulted and TO THIS DAY knows of no non-routine care that she was given.)

Jon Claims Not Reimbursed by Ellen

12/12 MFP Office Visit and throat culture; not reimbursed \$63.78; Ellen's share: \$31.89

Ellen owes Jon: \$31.89

2007

COBRA PAYMENTS OR MADELEINE/Summary through October 18, 2007:

Refund of money Ellen collected in December:	\$160.28
January COBRA:	\$145.30
February COBRA:	short-changed by .30
March COBRA:	\$145.30
April COBRA:	\$145.30
May COBRA	\$145.30
June COBRA	\$145.30
July COBRA	\$145.30
August COBRA	\$145.30
September COBRA	\$145.30
October COBRA	\$145.30
November COBRA	\$145.30

Total 2007 COBRA owed by Ellen to Jon as of 8/10/07
\$1613.58

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

Jon ENTONE

Plaintiff / Petitioner

Date: 10/18/07

-vs/and-

Case No. DR 050031

File No. _____

ELLEN TURNER

Defendant / Petitioner

SERVICE AND NOTICE OF HEARING

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing motion has been served by Certified Mail/Personal Service/Ordinary U.S. Mail to:

Name ELLEN TURNER
Address 6720 CAMBRIDGE RD.
City CIN, State OH, Zip Code 45243
On this date: 10-18-07

NOTICE OF HEARING

Notice is hereby given that a hearing has been scheduled with regard to the above for (date)

11-30-07 at (time) 10:30 before
Judge / Magistrate F. Heile in

Room 2-102 Said hearing will take place at 800 Broadway, Cincinnati, Ohio.

JON ENTINE
6255 So. CIPPAWAY Dr.
CIN, OH 45243

ELLEN TURNER
6720 CAMARIDGE CNE, CIN, OH 45243
October 18, 2007

10/18/07

CASE # DR0500131

MOTION FOR CONTINUANCE

Dear Magistrate Thiele,

I am requesting a continuance of the case No. DR0500131 currently scheduled for Friday October 26, 2007 for the following reasons:

- (1) I was not even aware of the continuance of the original October 19th hearing. I never received service nor even a letter from the court. I did not become aware of the continuance of the scheduled October 19 date until I called the clerk's office on October 16 to confirm what I thought was this Friday's hearing.
- (2) I am the pro se lawyer for my case. The clerk is supposed to contact the lawyer when scheduling a continuance. Her/she did not contact me. If he/she had, they would have been aware that I have had a business trip scheduled for October 26 for months.
- (3) When Ms. Turner said at the hearing on September 21 that she was unavailable on October 19, I specifically mentioned to the court that I was not available on October 26, which I mentioned to the court because, based on my conversation when I first scheduled the hearing, was the next available open date.
- (4) Ms. Turner KNEW I was unavailable on October 26. I posted a note on our Family Wizard on August 29 alerting her that I would not be able to assume my oversight responsibilities for our daughter from October 26-29 and asked her if she could do so. She agreed in numerous postings, including on September 16, five days before the hearing. Moreover, my work travel schedule is posted on my book/personal website, which whatever Ms. Turner might say, based on her communications, she checks frequently.
- (5) Ms Turner ignored your directive to work cooperatively with me to schedule a new hearing on a date on which we would both be available. After the hearing, as she was walking out, I had her served for additional violations of the SPP. She huffed past the server and began to run down the hall. I called to her that we were supposed to agree on mutually agreeable times. She ignored me and ran to the elevators. The woman from Legal Tenders who served her observed all this. I immediately corralled you near your chambers to tell you that she had been served new papers, just to make sure she would not misrepresent herself. When I emerged, Ms. Turner was nowhere to be found.
- (6) Ms. Turner, apparently on her own and with no consultation with me in defiance of your directive, then scheduled the hearing for October 26. Again, this was a date that I said in the hearing a few minutes before that I was unavailable for. This was a date that Ms. Turner had been informed that I was not available for.

In sum: I will not be in court for the October 26th hearing. The event that I am will be appearing at—the St. Petersburg Book Festival—begins on Friday October 26 and cannot be rescheduled, as it not scheduled for me personally. I do not believe I should be required to forego earning a living because Ms. Turner willfully defies your reasonable request that we work cooperatively to set a hearing date. Thank you for reading this.

Hearing Date 10-26-07
10:00 with Magistrate
Thiele

PRE-DECREE
POST DECREE
Vis. Enforce/Cust.
Sup. Enforce/Mod.
Laniers

1001CC 1B 151
GREGORY HARTMANN
CLERK OF COURTS
HAMILTON COUNTY, OH

View Message

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Subject: Exchanging dates
Posted: 05:31PM on 08/29/07
From: you
To: Ellen Turner
Sherri Slovin
Message: Ellen,

Please acknowledge that Maddie will be coming to me during the winter break on January 1, 2008, at 8:30 AM. As your lawyer wrote, I get the extra night, January 6, while we split the remaining 16 nights. That leaves you with 8 nights, from December 24 through December 31.

Agreed?

As for swapping days when one parent is out of town: I would be happy to swap every day you are out of town so you can "make up" those days.

Can we agree in principle that we both will agree to accomodate the other and find mutuably agreeable days to swap so no parent will miss overall parenting time with Maddie?

In your specific request, Wednesday is the last night of Hanukah, so she will appropriately spend it with her dad. I'd be happy to swap that Thursday night with you and a different day in another week, or two days together in another week.

I have days I'd like to propose swapping as well. If you can suggest specific nights that you'd like, I will suggest the various nights I would like to switch, and we will finally have a flexible and proactive way to deal with times when one or the other parent is out of town. For example, I will likely be out of town over the weekend Friday, Saturday and Sunday, October 26, 27 and 28th. Can we agree on an appropriate weekend in which you would switch with me-- so our daughter is not short-changed time with her father?

Jon

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Subject: RE: Exchanges for work/travel

Posted: 05:05PM on 09/16/07

From: you

To: Ellen Turner

Message: Ellen,

If you can't be flexible and agree to a system, we'll just have to forgo this and stick to the schedule.

At 01:05PM on 09/16/07, Ellen Turner wrote:

Jon, Lets simplify all this.

Summary of Exchanges listed to-date:

GIVE GET J to E 10/26-28 E 9/28-30 J to E 11/7 (wed pm) Jon already had Maddie 1/31 E to J 12/10 (mon pm) J 12/13 (thurs pm)

The first and last swaps are TBD, but are fair on type and duration

Because you kept Maddie on 1/31 and 2/1 without a swap, the night of 11/7 (and another night in future) are merely even-ing out the swaps as you requested.

We need to keep this organized and not lost in words/long emails. So lets try to keep a table of gives and gets to avoid confusion and keep it fair for both parents.

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Medical Expense Sheet HARTMANN
BRIAN OF COURTS

Child's Name	Treatment Date (Chronological)	Service Provider	Total Bill	Date Sent to Other Health Plan	Per SPP	Plaintiff Paid	Defendant Paid	Plaintiff Paid	Unpaid Bill	Amount Due From Plaintiff/Defendant
1. Jon Entine	2/28/05	Pharmacy	248.25	2/28/05	2/1/07	198.60	2.11	49.65		49.65
2. Maddie Entine	4/05	Bethesda Hospital	492.00	5/05	2/1/07	408.36	-	83.64		41.82
3. Jon Entine	6/05	Pharmacy	162.11	7/05	2/1/07	141.12	-	20.99		32.42
4. Maddie Entine	8/05	Children's Hospital	259.99	9/05	2/1/07	14.90	-	259.99		115.10
5. Jon Entine	9/05	Pharmacy	118.25	10/05	2/1/07	-	-	118.25		49.68
6. Jon Entine	10/05	Pharmacy	62.98	11/05	2/1/07	-	-	62.98		31.49
7. Maddie Entine	11/05	Children's Hospital	40.00	12/05	2/1/07	27.66	-	12.94		6.49
8. Jon + Maddie	12/05	Dr. Jackson - dentist	291.20	1/06	2/1/07	252.20	-	39.00		19.50
9. Maddie Entine	2/06	Children's Hospital	525.01	3/06	2/1/07	450.56	-	74.45		98.80
10. Maddie Entine	3/06	Children's Hospital	160.00	4/06	2/1/07	83.10	-	76.90		408.45
11. Maddie Entine	3/06	Children's Hospital	86.00	4/06	2/1/07	10.49	-	75.51		37.76
12. Jon Entine	5/06	Pharmacy	80.23	6/06	2/1/07	-	-	80.23		64.63
13. Jon Entine	6/06	Pharmacy	69.89	7/06	2/1/07	-	-	69.89		60.07
14. Maddie Entine	7/06	Children's Hospital	86.00	8/06	2/1/07	72.90	-	13.10		7.55
15. Jon Entine	10/06	Pharmacy Definity Health	75.03	11/06	2/1/07	-	-	75.03		55.52
16. Jon Entine	12/06	Pharmacy	160.97	1/07	2/1/07	-	-	160.97		155.53
17. Maddie Entine	12/06	Children's Hospital	89.00	1/07	2/1/07	71.27	-	17.73		8.87
18.		Totals			2/1/07			3044.68		1739.89



D75449373

Case Name Turner vs. Entine Case # DR 0500131 Family File # E233969

+ 8 months Interest @ 4% compounded
TOTAL OWED \$ 2381.16