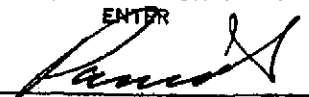


acc

COURT OF COMMON PLEAS
 ENTER

 HON. RONALD A. PANIOTO
 THE CLERK SHALL SERVE NOTICE TO PARTIES PURSUANT TO CIVIL RULE 58 WHICH SHALL BE TAXED AS COSTS HEREIN.

Judge Ronald A. Panioto

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

ELLEN L. TURNER

DATE: _____

COSTS PAID
 GREGORY HARTMANN :
 CLERK OF THE COURT OF COMMON PLEAS

CASE NO. DR 0500131

VS.

NOV 8 7 2006

FILE NO. E

JON H. ENTINE


 DEPUTY CLERK
 CINCINNATI, OHIO

DECREE OF DIVORCE

Defendant

Judge Panioto
Magistrate Theile

This cause came on for a hearing on the 7th day of November, 2006 on the Complaint of Plaintiff, Defendant having withdrawn his Counterclaim, both parties being present and both represented by counsel, and the Court finds from the evidence that Plaintiff is and was for at least six months immediately preceding the filing of the Complaint a resident of the State of Ohio; that Plaintiff and Defendant have been living separate and apart without cohabitation for more than one year, as amended in accordance with Rule 15 per counsel's oral motion, and that by reason thereof, Plaintiff is entitled to a divorce; that Defendant has been duly served with summons and a copy of the Complaint as required by law, which service is hereby approved, and that the Court has jurisdiction of the cause of this action and the parties hereto, and that the parties were married on the 15th day of May, 1994 at Tarrytown, New York and that one child was born the issue of the parties, namely, Madeleine Entine, born May 22, 1998, and that Plaintiff is not now pregnant.

1. IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff be and is hereby granted a divorce from Defendant; that the marriage is hereby dissolved and that



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 NOV 13 2006

both of the parties hereto are released from their obligations.

2. IT IS FURTHER ORDERED that Plaintiff and Defendant shall have shared parenting of the minor child, Madeleine. All terms and conditions as they relate to Madeleine, are set forth in the Shared Parenting Plan as executed between the parties on November 30, 2005 and approved by this Court.

3. IT IS FURTHER ORDERED that neither party shall pay child support until the Class I Spousal Support terminates. At that time, the matter of child support will be reviewed by the Court or as agreed upon by the parties.

4. IT IS FURTHER ORDERED that spousal support shall be paid by Plaintiff to Defendant as follows:

A. Class I Spousal Support.

1) Plaintiff shall pay directly to Defendant, as and for Class I Spousal Support, the sum of \$3,000.00 per month commencing on October 1, 2006 with an identical payment to be made on the fifth day of each subsequent month for a period of 36 consecutive months (3 years) through an inclusive of the month of September 2009.

B. Class II Spousal Support.

1) Plaintiff shall pay directly to Defendant, as and for Class II Spousal Support, an amount to be calculated as 25% of Plaintiff's earned income, excluding Sara Lee payments, in excess of \$200,000.00 of Plaintiff's gross income, which is net of reasonable and necessary business expenses, earned by Plaintiff's labor in the calendar years 2007, 2008 and 2009.

2) The first Class II Spousal Support payment will be paid on February

15, 2008; the second Class II Spousal Support payment will be paid on February 15, 2009; and the third and final Class II Spousal Support payment will be paid on February 15, 2010. Plaintiff shall provide evidence of her gross income and business expenses to Defendant no later than February 5, 2008, February 5, 2009 and February 5, 2010.

Any dispute between the parties as to Plaintiff's gross income, and/or as to the documents that must be produced by Plaintiff, will be settled by arbitration in accordance with the Rules of the American Arbitration Association with Alan Bieber, CPA serving as the arbitrator of disputes. The cost of arbitration will be paid as the decision finder may direct.

All spousal support payments from Plaintiff to Defendant shall terminate sooner than as set forth above upon the first of the following to occur: (1) the death of either party or (2) Defendant's remarriage or cohabitation by Defendant with another woman tantamount to marriage.

Plaintiff and Defendant each understand and agree that all of the installments of spousal support provided for in this Agreement are intended to be deductible to Plaintiff and taxable alimony to Defendant for federal and state income tax purposes.

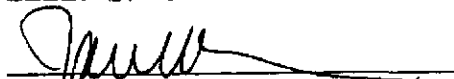
The parties understand the spousal support provisions are not subject to the Court's continuing jurisdiction and therefore, are not modifiable or reviewable by the Court. The Court will not retain jurisdiction over spousal support except the specific provisions as set forth in the preceding paragraphs in this section of this Separation Agreement.

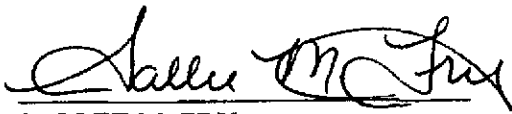
5. IT IS FURTHER ORDERED that the Division of Child Support in the Ohio Department of Jobs and Families records shall reflect a zero arrearage or overage in child support or spousal support as of November 1, 2006.

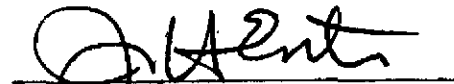
6. IT IS FURTHER ORDERED that all of the terms and conditions of the Separation Agreement attached hereto shall be incorporated into but not merged with this Decree.

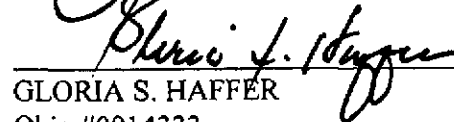
7. IT IS FURTHER ORDERED that in the event either party refuses or is unable, or fails to execute, deliver such deed, conveyance, title, certificate or other document or instrument to the other party, or relinquish any dower interest which he or she may have in any real estate owned by the other party within ten (10) days of the execution of this Decree, then this Decree shall constitute and operate as such conveyance or properly executed document and the County Auditor and County Recorder, and any and all public and private officials are hereby authorized and directed to accept this Decree or a properly certified copy thereof in lieu of the document regularly required for such conveyance or transfer.

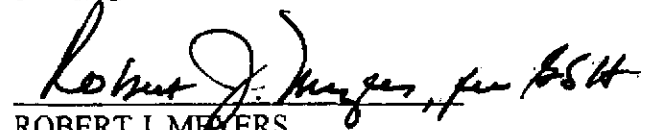

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COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

ELLEN L. TURNER : CASE NO. DR0500131
Plaintiff, :
v. : JUDGE PANIOTO
JON H. ENTINE : MAGISTRATE THEILE
Defendant. : SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT made and entered into at Hamilton County, Ohio this 6 day of November, 2006, between ELLEN L. TURNER hereinafter referred to as "Wife" and JON H. ENTINE, hereinafter referred to as "Husband."

WITNESSETH:

WHEREAS, the parties hereto are Husband and Wife, having been married on May 15, 1994 and one child has been born as issue of said marriage, namely MADELEINE ENTINE, born May 22, 1998.

WHEREAS, unfortunate circumstances and differences have arisen between the parties rendering it impractical for them to continue to live together, the parties separated January 20, 2005, and the parties intend to live separate and apart for life; and

WHEREAS, suit was filed in Hamilton County, Ohio and is pending Case No. DR0500131;

WHEREAS, the parties now consider it to be in their best interest to settle between themselves all of the issues of property arising out of the marriage, including a division of marital property, and to forever settle between themselves such issues of marital property acquired during the marriage, of every kind, nature and description, which either party now owns or may hereafter claim to own including, but not limited to all matters in and to any marital property of the other, whether real, personal, marital, non-marital, separate or mixed, now owned, or which may have been acquired by either party subsequent to the date of marriage, and further

including all rights or claims in and to the estate of the other; and

WHEREAS, the parties mediated a resolution of the pending divorce with Lawrence Glassmann and signed an outline of final agreement on September 14, 2006; and

WHEREAS, Wife has employed and had the benefit of the counsel and advice of Randal S. Bloch and Sallee Fry as her attorneys to represent her in connection with this Agreement, and Husband has employed and had the benefit of the counsel and advice of Gloria S. Haffer and Robert J. Meyers as his attorneys to represent him in connection with this Agreement.

WHEREAS, Husband has represented to Wife that the assets and liabilities as disclosed in this Agreement represent all of the assets and liabilities owned by Husband; and Wife has represented to Husband that the assets and liabilities as disclosed in this Agreement represent all of the assets and liabilities owned by Wife; and Husband and Wife hereby represent and warrant to one another that they have no knowledge of any asset or liability other than those assets and liabilities disclosed in this Agreement. This Agreement is made in reliance upon the disclosures and representations made by each party concerning the assets and liabilities as set forth in this Agreement; and

WHEREAS, each party acknowledges having voluntarily entered into this Agreement free from any duress or coercion and each further acknowledges having been afforded a sufficient opportunity to receive independent legal advice with respect to each provision contained in this Agreement and the consequences thereof. Each party further acknowledges that no other representations or agreements have been made, except as are contained in this document. The parties, after carefully considering each of the terms and provisions of this Agreement, acknowledge that each believes this Agreement to be fair, equitable and reasonable; and

WHEREAS, the parties intend this Agreement to forever settle all financial rights, obligations and claims arising out of the marital relationship as they pertain to the division of

marital property and intend this Agreement to be the only final division of marital assets and property, and each party further acknowledges that this Agreement is made to his and her full and complete satisfaction.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each party does freely and voluntarily agree to each and every term and provision set forth in this Separation Agreement.

I. DIVISION OF PROPERTY

1.1 Real Estate.

A. 6255 S. Clippinger Drive, Cincinnati, Ohio. Husband and Wife are the joint owners of the real property located at 6255 S. Clippinger Drive, Cincinnati, Ohio 45243. There is a mortgage on the real estate through Washington Mutual. Husband is currently living in the residence. Husband shall be entitled to the sole and exclusive occupancy of the real estate.

B. Husband and Wife have agreed that Husband may list the real estate for sale. In the event Husband lists the house for sale, Husband will be solely responsible for all decisions related to the sale of the real estate including, but not limited to, the selection of a realtor, the listing price, and all other sale related issues. Wife will be excluded from the list contract as a buyer for whom a commission is payable in the event Wife elects to purchase under the option set forth in subparagraph E below.

C. Upon the entering of the Decree of Divorce, Wife shall execute a Quit Claim Deed transferring all of her right, title and interest in the real estate to Husband. Upon the entering of the Decree, Husband, in turn, will sign a non-interest bearing promissory note and mortgage in favor of Wife in the amount of \$190,000.00. Neither party will incur any debt against the real estate before July 1, 2007 except to pay Wife her interest in the real estate.

D. In the event the real property is sold on or before April 30, 2007, the net proceeds from the sale of the real estate will be divided between the parties as follows: Husband will receive the first \$450,000.00 and reimbursement for the principal paydown from October 1, 2006 through the date of sale. The remaining balance of the net proceeds will be divided equally between the parties.

E. Wife shall have a right of first refusal on the sale of the real estate. Upon receipt of an offer to purchase the real estate, Husband will immediately provide Wife with verification of an offer to purchase that he is willing to accept, and Wife will have the opportunity to exercise her right of first refusal within two business days of the receipt of verification of the offer to purchase. In the event that Wife exercises her right of first refusal and elects to purchase the real estate, Wife will close on the sale of the real estate within 45 days after her exercise of the right of first refusal. The net proceeds of sale shall be distributed in accordance with the provisions of subparagraph D above, except there shall be no real estate commission deducted from the closing proceeds.

F. As of October 1, 2006, each party shall pay their own household expenses, including COBRA, mortgages and real estate taxes. Husband will hold Wife harmless on the mortgage and indemnify her from any liability thereof. Wife will be entitled to receive monthly notice from Washington Mutual that Husband is current on the mortgage payments. In the event of a default of payment, the Court shall retain jurisdiction to award attorney fees and costs to Wife. Husband will remove Wife from the note secured by the mortgage by applying to refinance the mortgage by May 1, 2007 and every six months thereafter with an absolute release date concluded by July 1, 2008 or by other consent of the lending institution to remove Wife from the liability. Husband shall remove Wife's name from the homeowner's insurance policy within 10 days of the title transfer. The transfer of title shall be submitted within five days of journalization of the Decree.

G. In the event the real estate is not sold by April 30, 2007, then Husband will buy out Wife's interest in the real estate in the amount of \$190,000.00 payable on or before June 30, 2007.

H. Wife shall retain as her sole and exclusive property the real estate located at 6720 Camaridge Lane, Cincinnati, Ohio 45243 free and clear from any claim by Husband.

1.2 Household Goods and Furnishings.

With the assistance of a mediator, the parties have divided the household goods and furnishings and both parties are satisfied with the division. Each party shall retain said household goods and furnishings free and clear of any claim of the other party except that the parties have agreed that all items currently in their possession that have been designated as belonging to the other party will be delivered to the other party by November 4, 2006.

1.3 Motor Vehicles.

A. Wife shall retain as her sole and exclusive property, free from all claims on the part of Husband, the 2003 leased Lexus ES300. Wife shall be responsible for all lease payments, along with all insurance, maintenance and license fees on said vehicle and shall indemnify and save Husband harmless from any liability thereon.

B. Husband shall retain as his sole and exclusive property, free from all claims on the part of Wife, the 2001 GMC Yukon that is currently titled in Wife's name. The parties agree that the title on said vehicle will be transferred to Husband's name on or before the final hearing in this matter. Husband will be solely responsible for all payments on the vehicle along with all insurance, maintenance and license fees on said vehicle and shall indemnify and save Wife harmless from any liability thereon. Husband shall remove Wife's name from his automobile insurance policy within 10 days of title transfer. Title shall be transferred on or before November 9, 2006.

1.4 Funds on Deposit.

A. Wife shall retain as her sole and exclusive property, free and clear from all claims on the part of Husband, any checking, savings or brokerage accounts currently titled in her individual name or held for her benefit.

B. Husband shall retain as his sole and exclusive property, free and clear from all claims on the part of Wife, any checking, savings or brokerage accounts currently titled in his individual name or held for his benefit.

1.5 Stocks and Bonds.

A. Each party shall retain as his or her sole and exclusive property, free and clear from the claims on the part of the other, any stocks or bonds titled in his or her individual name or held for his or her benefit, free and clear of any claim of the other.

1.6 Retirement Plans and Other Benefits.

A. Wife shall retain as her sole and exclusive property, free and clear from all claims on the part of Husband, any retirement benefits titled in her name including but not limited to: Wachovia account ending in 2066 (SEP); Wachovia account ending in 2042 (IRA rollover); Wachovia account ending in 2746; Sara Lee 401k; Sara Lee 401k unqualified; Sara Lee Deferred Compensation; and Sara Lee SERP Plan.

B. Husband shall retain as his sole and exclusive property, free and clear from all claims on the part of Wife, any individual retirement accounts titled in his name, including but not limited to: Husband's State Teachers Retirement System of Ohio account; Wachovia account ending in 2604(IRA); Wachovia account ending in 2625 (401k); and Wachovia account ending in 2645 (SEP).

1.7 Sara Lee Severance Benefits.

A. Wife shall retain as her sole and exclusive property, free and clear from all claims on the part of Husband, all Sara Lee severance benefits that are currently in Wife's

possession or that she will receive commencing on or before September 14, 2006 and continuing in the future until all payments are received.

1.8 Life Insurance Policies.

A. Husband shall receive as his sole and exclusive property, free and clear from all claims on the part of Wife, any interest he may have in any life insurance policies on his life. Husband shall be solely responsible for the payment of all premiums on said policies.

B. Wife shall receive as her sole and exclusive property, free and clear from all claims on the part of Husband, any interest she may have in any life insurance policies on her life. Wife shall be solely responsible for the payment of all premiums on said policies.

II. DEBTS.

2.1 To the extent that there are any debts or obligations incurred by either of the parties since January 20, 2005, said debt or obligation shall be paid by the party who incurred such debt or obligation. Each party shall indemnify and save the other party harmless from any liability thereon.

2.2 Neither Husband nor Wife shall from and after the date of this Agreement incur any debts or obligations on the credit of the other, and each shall indemnify and save the other harmless from any debt or obligation so charged or otherwise incurred.

III. INCOME TAX RETURNS AND TAX EXEMPTIONS.

3.1 Husband and Wife shall file separate federal, state and local income tax returns for the tax year 2006 and all years thereafter.

3.2 The parties filed separately for 2005. Each party shall be responsible for his or her obligation and receive his or her refund. For previously filed joint returns, any liability associated with them shall be divided equally and any refund divided equally.

3.3 In the tax year 2006 and each even numbered year thereafter, Husband shall be entitled to claim the parties' daughter, Madeleine Entine, as a dependency exemption for

federal, state and local income tax purposes to the extent allowed by law. In the tax year 2007 and each odd numbered year thereafter, Wife shall be entitled to claim the parties' daughter, Madeleine Entine, as a dependency exemption for federal, state and local income tax purposes to the extent allowed by law.

3.4 If the dependency exemption is phased out by the party entitled to claim the exemption in his or her respective year, then that party shall give notice to the other party by March 15th to allow the other party to claim the dependency exemption for that year.

IV. SPOUSAL SUPPORT

4.1 Class I Spousal Support.

A. Wife shall pay directly to Husband, as and for Class I Spousal Support, the sum of \$3,000.00 per month commencing on October 1, 2006 with an identical payment to be made on the fifth day of each subsequent month for a period of 36 consecutive months (3 years) through and inclusive of the month of September 2009.

4.2 Class II Spousal Support.

A. Wife shall pay directly to Husband, as and for Class II Spousal Support, an amount to be calculated as 25% of Wife's earned income, excluding Sara Lee payments, in excess of \$200,000.00 of Wife's gross income, which is net of reasonable and necessary business expenses, earned by Wife's labor in the calendar years 2007, 2008 and 2009.

B. The first Class II Spousal Support payment will be paid on February 15, 2008; the second Class II Spousal Support payment will be paid on February 15, 2009; and the third and final Class II Spousal Support payment will be paid on February 15, 2010. Wife shall provide evidence of her gross income and business expenses to Husband no later than February 5, 2008, February 5, 2009 and February 5, 2010.

4.3 Any dispute between the parties as to Wife's gross income, and/or as to the documents that must be produced by Wife, will be settled by arbitration in accordance with the

Rules of the American Arbitration Association with Alan Bieber, CPA serving as the arbitrator of disputes. The cost of arbitration will be paid as the decision finder may direct.

4.4 All spousal support payments from Wife to Husband shall terminate sooner than as set forth above upon the first of the following to occur: (1) the death of either party or; (2) Husband's remarriage or cohabitation by Husband with another woman tantamount to marriage.

4.5 Husband and Wife each understand and agree that all of the installments of spousal support provided for in this Agreement are intended to be deductible to Wife and taxable alimony to Husband for federal and state income tax purposes.

4.6 The parties understand the spousal support provisions are not subject to the Court's continuing jurisdiction and therefore, are not modifiable or reviewable by the Court. The Court will not retain jurisdiction over spousal support except to enforce the specific provisions as set forth in Paragraphs 4.1 through 4.5 of this Separation Agreement.

V. CHILD SUPPORT

5.1 Neither party shall pay child support until the Class I Spousal Support terminates. At that time, the matter of child support will be reviewed by the Court or as agreed upon by the parties.

VI. COUNSEL FEES AND COURT COSTS

6.1 Each party shall be responsible for the payment of his or her attorney fees incurred in this action.

6.2 The parties shall share equally the Court costs incurred in this action.

VII. MISCELLANEOUS

7.1 Husband has reimbursed Wife for COBRA costs through November 30, 2006. Husband shall be responsible for his own COBRA costs effective December 1, 2006.

7.2 Wife has reimbursed Husband for piano expenses.

7.3 All pending uncovered medical expenses shall be paid pursuant to the terms of

the Shared Parenting Plan.

7.4 In accordance with the parties' agreement, Husband has dismissed Wife and Turner & Humbert, LLC as defendants from the defamation action known as *Jon H. Entine v. Bruce Humbert, et al.*, Court of Common Pleas, Hamilton County, Ohio, Case No. AD603809.

VIII. CONTINUING JURISDICTION

8.1 The Domestic Relations Court of Hamilton County, Ohio, shall retain jurisdiction to effectuate any and all provisions of this Agreement which relate to the division of property.

IX. COMPLETE AGREEMENT

9.1 Subject only to the obligations of either party to the other as set forth herein, this Agreement shall be a full and complete division of all marital property rights between the parties, each of whom does by the provisions hereof release, satisfy and discharge all claims and demands against the other, pertaining to all rights of dower, inheritance, descent and distribution, allowance for support, right to remain in the mansion house, right to administer the estate of the other, all rights of surviving spouse, heir, legatee, devisee, and next of kin in the estate of the other, and all other rights in all marital property which each now owns.

9.2 Except as specifically restricted by this Agreement, each party may freely sell, transfer, or otherwise dispose of his or her own property and assets by gift, deed, or last will and testament. Upon the death of either party, all of his or her property, both real and personal, which shall not have been disposed of during life or by last will and testament, shall descend to, vest in, and distribute to such person or persons as would be entitled to the same under the statutes of descent and distribution in the State of Ohio then in effect had the surviving party died during the life of the other party. Each party forever releases the other party from all claims and causes of action with respect to a division of marital property except for the obligations and claims set forth in this Agreement.

X. INCORPORATION INTO DECREE

10.1 This Agreement together with all amendments or additions thereto shall be incorporated into the Decree of Divorce terminating the marriage as the only order of such court.

10.2 Neither party shall ever assert any claim or seek any relief from the other party for a division of marital property except as set forth in this Agreement, nor shall any party assert any claim for marital property division contrary to the terms of this Agreement or in addition to the terms of this Agreement.

10.3 This Agreement shall be the only Agreement between the parties and shall be final, binding and conclusive upon the parties for all purposes whatsoever.

XI. IMPLEMENTATION OF AGREEMENT

11.1 Each party shall fully cooperate with the other in executing and delivering all documents, titles, certificates, conveyances and all other instruments necessary and proper to effectuate all of the terms of this Agreement and to complete the intention of the parties as expressed herein.

XII. CONCLUSIVE AGREEMENT AS TO RIGHTS

12.1 The parties acknowledge that this agreement is being entered into for the purpose of forever settling, determining and providing for a full and final division of all marital property belonging to the parties, and also to establish all other rights pertaining to a division of marital property as may have arisen out of the marriage relationship. This Agreement as it pertains to a division of marital property shall remain a valid and enforceable contract between the parties and shall survive any dismissal or withdrawal of any action to judicially terminate the marriage once filed; and this Agreement is and shall remain final, binding and conclusive upon the parties notwithstanding the fact that a Decree judicially terminating the marriage has not been obtained and notwithstanding the fact that neither party ever applies for such a judicial decree.

12.2 This Agreement shall be fully binding upon the parties, their heirs, next of kin,

executors and administrators, successors and assigns.

XIII. GENERAL PROVISIONS

13.1 No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formalities as this Agreement.

13.2 This Agreement shall be subject to and governed by the laws of the State of Ohio, notwithstanding the fact that one or both of the parties may become a resident of a state other than the State of Ohio.

13.3 Each party acknowledges that he and she fully understand all of the terms set forth in this Agreement. Each party acknowledges having dealt independently with counsel of his and her own selection. Each party acknowledges having voluntarily executed this Agreement with the intent and understanding that it shall be final and binding on all matters and all claims for a division of marital property either party may have against the other.

13.4 This Agreement is the only Agreement between the parties, pertaining to a division of marital property and there are no oral agreements in existence which may in any manner modify any of the terms of this Agreement.

13.5 The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

13.6 The provisions of this Agreement shall not be subject to subsequent modification by any Court except by mutual consent of the parties.

Ellen L. Turner Ellen L. Turner
Ellen L. Turner

Jon H. Entine Jon H. Entine
Jon H. Entine

STATE OF OHIO)
: ss.
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared the above named **ELLEN L. TURNER**, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Cincinnati, Ohio this 6th day of November, 2006.

Margrit Oliver
Notary Public

**MARGRIT OLIVER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 08-29-07**

STATE OF OHIO)
: ss.
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared the above named **JON H. ENTINE**, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Cincinnati, Ohio this 7th day of November, 2006.

Jon H. Entine
Notary Public
My comm. has no expiration date

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

ELLEN L. TURNER : CASE NO. DR0500131
Plaintiff, :
v. : JUDGE PANIOTO
JON H. ENTINE : MAGISTRATE THEILE
Defendant. : SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT made and entered into at Hamilton County, Ohio this 6 day of November, 2006, between ELLEN L. TURNER hereinafter referred to as "Wife" and JON H. ENTINE, hereinafter referred to as "Husband."

WITNESSETH:

WHEREAS, the parties hereto are Husband and Wife, having been married on May 15, 1994 and one child has been born as issue of said marriage, namely MADELEINE ENTINE, born May 22, 1998.

WHEREAS, unfortunate circumstances and differences have arisen between the parties rendering it impractical for them to continue to live together, the parties separated January 20, 2005, and the parties intend to live separate and apart for life; and

WHEREAS, suit was filed in Hamilton County, Ohio and is pending Case No. DR0500131;

WHEREAS, the parties now consider it to be in their best interest to settle between themselves all of the issues of property arising out of the marriage, including a division of marital property, and to forever settle between themselves such issues of marital property acquired during the marriage, of every kind, nature and description, which either party now owns or may hereafter claim to own including, but not limited to all matters in and to any marital property of the other, whether real, personal, marital, non-marital, separate or mixed, now owned, or which may have been acquired by either party subsequent to the date of marriage, and further

including all rights or claims in and to the estate of the other; and

WHEREAS, the parties mediated a resolution of the pending divorce with Lawrence Glassmann and signed an outline of final agreement on September 14, 2006; and

WHEREAS, Wife has employed and had the benefit of the counsel and advice of Randal S. Bloch and Sallee Fry as her attorneys to represent her in connection with this Agreement, and Husband has employed and had the benefit of the counsel and advice of Gloria S. Haffer and Robert J. Meyers as his attorneys to represent him in connection with this Agreement.

WHEREAS, Husband has represented to Wife that the assets and liabilities as disclosed in this Agreement represent all of the assets and liabilities owned by Husband; and Wife has represented to Husband that the assets and liabilities as disclosed in this Agreement represent all of the assets and liabilities owned by Wife; and Husband and Wife hereby represent and warrant to one another that they have no knowledge of any asset or liability other than those assets and liabilities disclosed in this Agreement. This Agreement is made in reliance upon the disclosures and representations made by each party concerning the assets and liabilities as set forth in this Agreement; and

WHEREAS, each party acknowledges having voluntarily entered into this Agreement free from any duress or coercion and each further acknowledges having been afforded a sufficient opportunity to receive independent legal advice with respect to each provision contained in this Agreement and the consequences thereof. Each party further acknowledges that no other representations or agreements have been made, except as are contained in this document. The parties, after carefully considering each of the terms and provisions of this Agreement, acknowledge that each believes this Agreement to be fair, equitable and reasonable; and

WHEREAS, the parties intend this Agreement to forever settle all financial rights, obligations and claims arising out of the marital relationship as they pertain to the division of

marital property and intend this Agreement to be the only final division of marital assets and property, and each party further acknowledges that this Agreement is made to his and her full and complete satisfaction.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each party does freely and voluntarily agree to each and every term and provision set forth in this Separation Agreement.

I. DIVISION OF PROPERTY

1.1 Real Estate.

A. 6255 S. Clippinger Drive, Cincinnati, Ohio. Husband and Wife are the joint owners of the real property located at 6255 S. Clippinger Drive, Cincinnati, Ohio 45243. There is a mortgage on the real estate through Washington Mutual. Husband is currently living in the residence. Husband shall be entitled to the sole and exclusive occupancy of the real estate.

B. Husband and Wife have agreed that Husband may list the real estate for sale. In the event Husband lists the house for sale, Husband will be solely responsible for all decisions related to the sale of the real estate including, but not limited to, the selection of a realtor, the listing price, and all other sale related issues. Wife will be excluded from the list contract as a buyer for whom a commission is payable in the event Wife elects to purchase under the option set forth in subparagraph E below.

C. Upon the entering of the Decree of Divorce, Wife shall execute a Quit Claim Deed transferring all of her right, title and interest in the real estate to Husband. Upon the entering of the Decree, Husband, in turn, will sign a non-interest bearing promissory note and mortgage in favor of Wife in the amount of \$190,000.00. Neither party will incur any debt against the real estate before July 1, 2007 except to pay Wife her interest in the real estate.

D. In the event the real property is sold on or before April 30, 2007, the net proceeds from the sale of the real estate will be divided between the parties as follows: Husband will receive the first \$450,000.00 and reimbursement for the principal paydown from October 1, 2006 through the date of sale. The remaining balance of the net proceeds will be divided equally between the parties.

E. Wife shall have a right of first refusal on the sale of the real estate. Upon receipt of an offer to purchase the real estate, Husband will immediately provide Wife with verification of an offer to purchase that he is willing to accept, and Wife will have the opportunity to exercise her right of first refusal within two business days of the receipt of verification of the offer to purchase. In the event that Wife exercises her right of first refusal and elects to purchase the real estate, Wife will close on the sale of the real estate within 45 days after her exercise of the right of first refusal. The net proceeds of sale shall be distributed in accordance with the provisions of subparagraph D above, except there shall be no real estate commission deducted from the closing proceeds.

F. As of October 1, 2006, each party shall pay their own household expenses, including COBRA, mortgages and real estate taxes. Husband will hold Wife harmless on the mortgage and indemnify her from any liability thereof. Wife will be entitled to receive monthly notice from Washington Mutual that Husband is current on the mortgage payments. In the event of a default of payment, the Court shall retain jurisdiction to award attorney fees and costs to Wife. Husband will remove Wife from the note secured by the mortgage by applying to refinance the mortgage by May 1, 2007 and every six months thereafter with an absolute release date concluded by July 1, 2008 or by other consent of the lending institution to remove Wife from the liability. Husband shall remove Wife's name from the homeowner's insurance policy within 10 days of the title transfer. The transfer of title shall be submitted within five days of journalization of the Decree.

G. In the event the real estate is not sold by April 30, 2007, then Husband will buy out Wife's interest in the real estate in the amount of \$190,000.00 payable on or before June 30, 2007.

H. Wife shall retain as her sole and exclusive property the real estate located at 6720 Camaridge Lane, Cincinnati, Ohio 45243 free and clear from any claim by Husband.

1.2 Household Goods and Furnishings.

With the assistance of a mediator, the parties have divided the household goods and furnishings and both parties are satisfied with the division. Each party shall retain said household goods and furnishings free and clear of any claim of the other party except that the parties have agreed that all items currently in their possession that have been designated as belonging to the other party will be delivered to the other party by November 4, 2006.

1.3 Motor Vehicles.

A. Wife shall retain as her sole and exclusive property, free from all claims on the part of Husband, the 2003 leased Lexus ES300. Wife shall be responsible for all lease payments, along with all insurance, maintenance and license fees on said vehicle and shall indemnify and save Husband harmless from any liability thereon.

B. Husband shall retain as his sole and exclusive property, free from all claims on the part of Wife, the 2001 GMC Yukon that is currently titled in Wife's name. The parties agree that the title on said vehicle will be transferred to Husband's name on or before the final hearing in this matter. Husband will be solely responsible for all payments on the vehicle along with all insurance, maintenance and license fees on said vehicle and shall indemnify and save Wife harmless from any liability thereon. Husband shall remove Wife's name from his automobile insurance policy within 10 days of title transfer. Title shall be transferred on or before November 9, 2006.

1.4 Funds on Deposit.

A. Wife shall retain as her sole and exclusive property, free and clear from all claims on the part of Husband, any checking, savings or brokerage accounts currently titled in her individual name or held for her benefit.

B. Husband shall retain as his sole and exclusive property, free and clear from all claims on the part of Wife, any checking, savings or brokerage accounts currently titled in his individual name or held for his benefit.

1.5 Stocks and Bonds.

A. Each party shall retain as his or her sole and exclusive property, free and clear from the claims on the part of the other, any stocks or bonds titled in his or her individual name or held for his or her benefit, free and clear of any claim of the other.

1.6 Retirement Plans and Other Benefits.

A. Wife shall retain as her sole and exclusive property, free and clear from all claims on the part of Husband, any retirement benefits titled in her name including but not limited to: Wachovia account ending in 2066 (SEP); Wachovia account ending in 2042 (IRA rollover); Wachovia account ending in 2746; Sara Lee 401k; Sara Lee 401k unqualified; Sara Lee Deferred Compensation; and Sara Lee SERP Plan.

B. Husband shall retain as his sole and exclusive property, free and clear from all claims on the part of Wife, any individual retirement accounts titled in his name, including but not limited to: Husband's State Teachers Retirement System of Ohio account; Wachovia account ending in 2604(IRA); Wachovia account ending in 2625 (401k); and Wachovia account ending in 2645 (SEP).

1.7 Sara Lee Severance Benefits.

A. Wife shall retain as her sole and exclusive property, free and clear from all claims on the part of Husband, all Sara Lee severance benefits that are currently in Wife's

possession or that she will receive commencing on or before September 14, 2006 and continuing in the future until all payments are received.

1.8 Life Insurance Policies.

A. Husband shall receive as his sole and exclusive property, free and clear from all claims on the part of Wife, any interest he may have in any life insurance policies on his life. Husband shall be solely responsible for the payment of all premiums on said policies.

B. Wife shall receive as her sole and exclusive property, free and clear from all claims on the part of Husband, any interest she may have in any life insurance policies on her life. Wife shall be solely responsible for the payment of all premiums on said policies.

II. DEBTS.

2.1 To the extent that there are any debts or obligations incurred by either of the parties since January 20, 2005, said debt or obligation shall be paid by the party who incurred such debt or obligation. Each party shall indemnify and save the other party harmless from any liability thereon.

2.2 Neither Husband nor Wife shall from and after the date of this Agreement incur any debts or obligations on the credit of the other, and each shall indemnify and save the other harmless from any debt or obligation so charged or otherwise incurred.

III. INCOME TAX RETURNS AND TAX EXEMPTIONS.

3.1 Husband and Wife shall file separate federal, state and local income tax returns for the tax year 2006 and all years thereafter.

3.2 The parties filed separately for 2005. Each party shall be responsible for his or her obligation and receive his or her refund. For previously filed joint returns, any liability associated with them shall be divided equally and any refund divided equally.

3.3 In the tax year 2006 and each even numbered year thereafter, Husband shall be entitled to claim the parties' daughter, Madeleine Entine, as a dependency exemption for

federal, state and local income tax purposes to the extent allowed by law. In the tax year 2007 and each odd numbered year thereafter, Wife shall be entitled to claim the parties' daughter, Madeleine Entine, as a dependency exemption for federal, state and local income tax purposes to the extent allowed by law.

3.4 If the dependency exemption is phased out by the party entitled to claim the exemption in his or her respective year, then that party shall give notice to the other party by March 15th to allow the other party to claim the dependency exemption for that year.

IV. SPOUSAL SUPPORT

4.1 Class I Spousal Support.

A. Wife shall pay directly to Husband, as and for Class I Spousal Support, the sum of \$3,000.00 per month commencing on October 1, 2006 with an identical payment to be made on the fifth day of each subsequent month for a period of 36 consecutive months (3 years) through and inclusive of the month of September 2009.

4.2 Class II Spousal Support.

A. Wife shall pay directly to Husband, as and for Class II Spousal Support, an amount to be calculated as 25% of Wife's earned income, excluding Sara Lee payments, in excess of \$200,000.00 of Wife's gross income, which is net of reasonable and necessary business expenses, earned by Wife's labor in the calendar years 2007, 2008 and 2009.

B. The first Class II Spousal Support payment will be paid on February 15, 2008; the second Class II Spousal Support payment will be paid on February 15, 2009; and the third and final Class II Spousal Support payment will be paid on February 15, 2010. Wife shall provide evidence of her gross income and business expenses to Husband no later than February 5, 2008, February 5, 2009 and February 5, 2010.

4.3 Any dispute between the parties as to Wife's gross income, and/or as to the documents that must be produced by Wife, will be settled by arbitration in accordance with the

Rules of the American Arbitration Association with Alan Bieber, CPA serving as the arbitrator of disputes. The cost of arbitration will be paid as the decision finder may direct.

4.4 All spousal support payments from Wife to Husband shall terminate sooner than as set forth above upon the first of the following to occur: (1) the death of either party or; (2) Husband's remarriage or cohabitation by Husband with another woman tantamount to marriage.

4.5 Husband and Wife each understand and agree that all of the installments of spousal support provided for in this Agreement are intended to be deductible to Wife and taxable alimony to Husband for federal and state income tax purposes.

4.6 The parties understand the spousal support provisions are not subject to the Court's continuing jurisdiction and therefore, are not modifiable or reviewable by the Court. The Court will not retain jurisdiction over spousal support except to enforce the specific provisions as set forth in Paragraphs 4.1 through 4.5 of this Separation Agreement.

V. CHILD SUPPORT

5.1 Neither party shall pay child support until the Class I Spousal Support terminates. At that time, the matter of child support will be reviewed by the Court or as agreed upon by the parties.

VI. COUNSEL FEES AND COURT COSTS

6.1 Each party shall be responsible for the payment of his or her attorney fees incurred in this action.

6.2 The parties shall share equally the Court costs incurred in this action.

VII. MISCELLANEOUS

7.1 Husband has reimbursed Wife for COBRA costs through November 30, 2006. Husband shall be responsible for his own COBRA costs effective December 1, 2006.

7.2 Wife has reimbursed Husband for piano expenses.

7.3 All pending uncovered medical expenses shall be paid pursuant to the terms of

the Shared Parenting Plan.

7.4 In accordance with the parties' agreement, Husband has dismissed Wife and Turner & Humbert, LLC as defendants from the defamation action known as *Jon H. Entine v. Bruce Humbert, et al.*, Court of Common Pleas, Hamilton County, Ohio, Case No. A0603809.

VIII. CONTINUING JURISDICTION

8.1 The Domestic Relations Court of Hamilton County, Ohio, shall retain jurisdiction to effectuate any and all provisions of this Agreement which relate to the division of property.

IX. COMPLETE AGREEMENT

9.1 Subject only to the obligations of either party to the other as set forth herein, this Agreement shall be a full and complete division of all marital property rights between the parties, each of whom does by the provisions hereof release, satisfy and discharge all claims and demands against the other, pertaining to all rights of dower, inheritance, descent and distribution, allowance for support, right to remain in the mansion house, right to administer the estate of the other, all rights of surviving spouse, heir, legatee, devisee, and next of kin in the estate of the other, and all other rights in all marital property which each now owns.

9.2 Except as specifically restricted by this Agreement, each party may freely sell, transfer, or otherwise dispose of his or her own property and assets by gift, deed, or last will and testament. Upon the death of either party, all of his or her property, both real and personal, which shall not have been disposed of during life or by last will and testament, shall descend to, vest in, and distribute to such person or persons as would be entitled to the same under the statutes of descent and distribution in the State of Ohio then in effect had the surviving party died during the life of the other party. Each party forever releases the other party from all claims and causes of action with respect to a division of marital property except for the obligations and claims set forth in this Agreement.

X. INCORPORATION INTO DECREE

10.1 This Agreement together with all amendments or additions thereto shall be incorporated into the Decree of Divorce terminating the marriage as the only order of such court.

10.2 Neither party shall ever assert any claim or seek any relief from the other party for a division of marital property except as set forth in this Agreement, nor shall any party assert any claim for marital property division contrary to the terms of this Agreement or in addition to the terms of this Agreement.

10.3 This Agreement shall be the only Agreement between the parties and shall be final, binding and conclusive upon the parties for all purposes whatsoever.

XI. IMPLEMENTATION OF AGREEMENT

11.1 Each party shall fully cooperate with the other in executing and delivering all documents, titles, certificates, conveyances and all other instruments necessary and proper to effectuate all of the terms of this Agreement and to complete the intention of the parties as expressed herein.

XII. CONCLUSIVE AGREEMENT AS TO RIGHTS

12.1 The parties acknowledge that this agreement is being entered into for the purpose of forever settling, determining and providing for a full and final division of all marital property belonging to the parties, and also to establish all other rights pertaining to a division of marital property as may have arisen out of the marriage relationship. This Agreement as it pertains to a division of marital property shall remain a valid and enforceable contract between the parties and shall survive any dismissal or withdrawal of any action to judicially terminate the marriage once filed; and this Agreement is and shall remain final, binding and conclusive upon the parties notwithstanding the fact that a Decree judicially terminating the marriage has not been obtained and notwithstanding the fact that neither party ever applies for such a judicial decree.

12.2 This Agreement shall be fully binding upon the parties, their heirs, next of kin,

executors and administrators, successors and assigns.

XIII. GENERAL PROVISIONS

13.1 No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formalities as this Agreement.

13.2 This Agreement shall be subject to and governed by the laws of the State of Ohio, notwithstanding the fact that one or both of the parties may become a resident of a state other than the State of Ohio.

13.3 Each party acknowledges that he and she fully understand all of the terms set forth in this Agreement. Each party acknowledges having dealt independently with counsel of his and her own selection. Each party acknowledges having voluntarily executed this Agreement with the intent and understanding that it shall be final and binding on all matters and all claims for a division of marital property either party may have against the other.

13.4 This Agreement is the only Agreement between the parties, pertaining to a division of marital property and there are no oral agreements in existence which may in any manner modify any of the terms of this Agreement.

13.5 The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

13.6 The provisions of this Agreement shall not be subject to subsequent modification by any Court except by mutual consent of the parties.

Ellen L. Turner
Ellen L. Turner

John H. Entine
John H. Entine

STATE OF OHIO)
 : ss.
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared the above named **ELLEN L. TURNER**, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Cincinnati, Ohio this 6th day of November, 2006.

Margrit Oliver
Notary Public

MARGRIT OLIVER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 08-29-07

STATE OF OHIO)
 : ss.
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared the above named **JON H. ENTINE**, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Cincinnati, Ohio this 7th day of November, 2006.

John H. Entine
Notary Public
My comm. has no expiration date

74

cc

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

COURT OF COMMON PLEAS
ENTER

HON. RONALD A. PANIOTO

Ellen Turner
Plaintiff / Petitioner

Enter:

THE CLERK SHALL SERVE NOTICE
TO PARTIES PURSUANT TO CIVIL
AS COSTS HEREIN.

Date: November 7, 2006

Case No. DR500131

COSTS PAID
-vs- **GREGORY HARTMANN**
CLERK OF THE COURT OF COMMON PLEAS

File No. E233969

Jon Entine
Defendant / Petitioner

NOV 07 2006

CSEA No.

DEPUTY CLERK
CINCINNATI, OHIO

Judge Ronald A. Panioto

FINAL DECREE OF SHARED PARENTING

This cause came before the Court on this 7 day of November, 2006 upon the application of both parties, for an order granting the parties shared parental rights and responsibilities for the care of the minor child(ren) namely:

Madeline Entine,

dob: November 22, 1998;

[COMPLETE NAME]

dob: _____;

[COMPLETE NAME]

dob: _____;

[COMPLETE NAME]

dob: _____;

[COMPLETE NAME]

and the shared parenting plans submitted in this case.

Upon review of the plan(s), the Court finds that the attached plan is presently in the best interest of the minor child(ren). The Court hereby approves the attached plan and grants a **Final Decree of Shared Parenting** to the parties in accordance to that plan.

The Court further finds that findings of fact and conclusions of law are not required, are hereby waived by the parties, or have been addressed elsewhere by the Court.

This plan is submitted in accordance with O.R.C. §3109.04(D)(1)(a)(i).

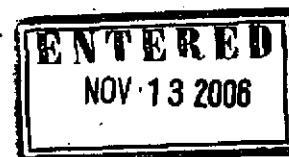
This decree is effective in accordance with the entry dated November 30, 2005.
(effective date)

Ellen Turner
Mother Ellen Turner

Jon Entine
Father Jon Entine



D70811588




RANDAL S. BLOCH/0010124

Counsel for Plaintiff

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Attorneys for Defendant

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Cincinnati, Ohio 45202

Telephone No.: 513-579-1500

Fax No.: 513-977-4361

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

Ellen Turner
Plaintiff / Petitioner

-vs/and-

Jon Entine
Defendant / Petitioner

Enter: Panioto

Date: 11/30/05

Case No. DR0500131

File No. E233969

CSEA No. _____

Judge Panioto

ENTRY

This cause having come on for hearing this 30th day of November, 2005, it is the finding of the Court that the attached Shared Parenting Plan is in the best interests of the minor child, Madeline, born May 22, 1998, that both parties voluntarily entered into the Shared Parenting Plan. It is therefore adopted as a final order of the Court and hereby ordered that the Shared Parenting Plan be adopted and both parties shall be bound by its terms and conditions.

Magistrate Judge

Ellen A. Turner
Plaintiff / Petitioner

J. Entine
Defendant / Petitioner

[Signature]
Attorney for Plaintiff

[Signature]
Attorney for Defendant

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

ELLEN TURNER	:	CASE NO. DRO500131
	:	FILE NO. E233969
Plaintiff	:	CSEA NO.
Vs.	:	JUDGE PANIOTO
	:	MAGISTRATE THEILE
JON ENTINE	:	
	:	<u>AGREED 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 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 ~~5:30 p.m.~~ ^{8:30 a.m. SF ST. QUR 6/4} 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.

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

E. 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.

F. 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).

If alternative child-care is needed for Maddie due to an emergency, illness, snow-day, 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. 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, the parent with whom Maddie is residing will immediately by phone inform the other parent who will be providing that care and all relevant contact information.

Each party shall be entitled to access any day care center 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 shall permit the other parent of the child to have access to the day care center under the same terms and conditions under which access is provided to the one parent. Either party to the day care center shall provide a copy of this order. This does not include private, in-home childcare, however.

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

Maddie shall be free to bring her clothes and belongings between the parents' homes at her discretion without interference by either parent.

G. 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. The parents shall refrain from calling the other on their cell phones ^{SF EX} or during work hours unless it is a medical emergency. *QAC SH*

I. 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 party 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.

J. 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: EXTENDED PARENTING TIME; HOLIDAYS; ACTIVITIES

A. Each parent shall be entitled to up to two (2) full weeks of extended parenting time during the summer break, which may be taken consecutively. Full weeks commence on Friday after school or day care, or at 8:30 a.m. if it is non-school day and continue to Monday at the commencement of the school day, day care or camp or 8:30 a.m. if it is a non-school day.

B. The parties shall equally divide Maddie's Winter Break as follows. Mother will have Maddie every year from December 24th at noon until December 25th at 3:30 p.m. In the odd-numbered years commencing in 2007 and thereafter, Father will have parenting time with Maddie

commencing after school on the last day of school and continuing until December 24th at noon. Mother will then have parenting time with Maddie commencing on December 24th at noon and continuing for the same number of days Father had parenting time at the beginning of the Winter Break. The remaining days, if any, shall be shared equally until the return to school. Except for the transition times on December 24th and December 25th, all other transition times during Winter Break shall be 5:00 p.m. In the event the first half of Winter Break up to December 24th contains more nights than the second half of Winter Break, which ends on the morning of the return to school, the days shall be balanced such that Mother recoups any extra days at the beginning of Winter Break (i.e., on the last day of school). In the event the Winter Break consists of an odd number of days, then the last day prior to the return to school shall belong to the parent who would otherwise be entitled to regular parenting time with Maddie. In the even-numbered years commencing in 2006 and thereafter, Mother will have parenting time with Maddie commencing on the last day of school and continuing until December 25th at 3:30 p.m. Father will then have parenting time with Maddie commencing at 3:30 p.m. on December 25th and continuing for the same number of days Mother had parenting time with Maddie. The remaining days, if any, shall be equally shared. The same rules set forth above if there are an odd number of days or an uneven number of days for the first and second half of Winter Break apply herein. In other words, if the first half of Winter Break up to December 25th is longer than the second half of Winter Break which begins on December 25th and ends on the return to school, then Father will recoup day(s) at the beginning of Winter Break. By way of example only, assume Winter Break in 2006 commences on December 15th and ends on January 2nd. This means there are 18 overnights available during this period. Mother has the first half of Winter Break in 2006. However, the second half of Winter Break is shorter than the first half by two days. To equalize the Winter Break, Father would recoup this time by having Maddie for one overnight at the beginning of Winter Break on December 15. Thus, Maddie would be with Father on December 15th from after school until December 16th at 5 p.m. (one night). She would then be with Mother from December 16th until December 25th at 3:30 p.m. (9 nights). She would transition back to Father on December 25th 3:30 p.m. and continuing until the return to school on January 2nd (for 8 nights). By way of further example, assume Winter Break in 2007 commences on December 21st and ends on January 2nd. Father has the first half in 2007, ending on December 24th at noon, which is shorter than

EF

the second half. Maddie would thus be with Father from December 21st until December 24th and again from December 30th until the return to school. Mother would have Maddie from December 24th until December 30th. In the event the Winter Break consists of an odd number of nights, the last night of Winter Break will fall to the parent who would have otherwise been entitled to regular parenting time with Maddie on that night.

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.

C. In addition to the two (2) weeks of extended time as set forth in Article II A. above, in 2006, because Maddie will be attending CCDS, Maddie has two weeks vacation for Spring Break. For this year, Mother will be granted that first week, commencing on Friday after school and concluding on Saturday at 9:00 p.m. Father will have the second week, commencing at 9:00 p.m. Saturday and continuing until school resumes. If Maddie should remain at CCDS in subsequent years or a school with a two week Spring Break, the parties shall continue to share the break as defined herein. Mother will have the first week in even numbered years and the Father in odd numbered years. In subsequent years, if Maddie attends public school, Maddie may only have one week of Spring Break. The right to schedule the one week break will rotate between parents each year. *Spring Break will commence on the Friday after school and extend until school resumes. The Mother will have the right beginning in even years and the Father in odd years.*

D. To facilitate consistency in Maddie's schedule, one parent will be designated the primary scheduler each summer: the Father in odd years and the Mother in even years. After discussion and consultation with the other parent, (but with the primary scheduler making the final determination), the primary scheduler will be entitled to schedule no more than two (2) activities (summer activities are defined as lasting for one week or more) for up to five (5) weeks of the summer of that parent's choosing, beginning with the first full week without school in June. Those weeks can be scheduled

consecutively to accommodate an extended camp experience or, if two one week activities are chosen, the weeks can be scheduled during the summer at the discretion of that parent, taking into consideration the scheduled summer vacations. If the July 4th holiday period falls on a week designated by the other parent as a vacation week, that holiday will go to the parent on vacation. The primary scheduler must submit that schedule by April 1. The other parent will then schedule up to two activities of his/her choosing during the remaining weeks of the summer. The parent who is not the primary scheduler will have until March 1 to designate his or her vacation weeks. If no designation is made by March 1, the first parent to advise in writing of his/her scheduled weeks will be guaranteed those dates. Vacation date selections and activity changes may be made up to 30 days prior to taking the extended period so long as they do not conflict with already scheduled activities or vacations. If either parent wishes to place Maddie in additional activities that do not conflict with the other parent's parenting time, he or she may do so.

E. Extended parenting time taken during regular parenting time that does not conflict with the other parent's regular parenting time does not count against the two weeks of extended parenting time allotted each summer. However, those days may only be exercised on days when Maddie does not have school, camp, or a scheduled activity. By way of example, if Father takes Maddie to Florida on his regularly scheduled parenting time, leaving on a Thursday morning on which Maddie does not have school and has no scheduled weekend activity, and returning for exchange time on Monday, this is not counted against the allotted two weeks.

F. When either parent is traveling out-of-town with Maddie, an email itinerary shall be provided to the non-traveling parent, including, but not limited to, dates of travel, airline flight numbers, departure and arrival times, destination, specific location, address and telephone number, name(s) of any persons who will be supervising Maddie and their telephone contact number(s). For travel of five days or more, the itinerary shall be provided at least thirty (30) days prior to departure. For travel of less than five days, the itinerary shall be provided as soon as arrangements are made.

G. It is in Maddie's best interests that she has consistency in her schedule. To facilitate this, one parent will be designated the primary scheduler of Maddie's activities during each school year. For 2005-2006 Father will have that responsibility. Mother will have that responsibility for 2006-2007, and so on. After discussion and consultation with the other parent (but with the primary

scheduler making the final determination), the primary scheduler will have the right to select one activity for Maddie during the fall, winter and spring. The other parent will then have the right to select an activity that does not conflict with the activity selected by the primary scheduler. Both parents shall take Maddie to these two scheduled activities during his or her parenting time, including weekends. If either parent wishes to place Maddie in additional activities that do not conflict with the other parent's scheduled parenting time, he or she may do so. Parents shall pay for the activity selected by them except for piano, which both parents shall support and share equally in the cost as long as Maddie is at CCDS where it is taught in school. If any activity requires equipment or special clothes, regardless of which parent scheduled the activity, the equipment or special clothes shall travel between households and will always be returned to the parent who purchased the equipment or special clothing when Maddie next returns to that parent's home. Both parents acknowledge that the completion of homework is also a daily activity which will require appropriate time and effort by Maddie.

H. The parties shall follow the holiday schedule of parenting time set forth pursuant to the Allocation of Parental Rights and Responsibilities Parenting Schedule for Hamilton County Court of Domestic Relations ("Parenting Schedule"), attached hereto as Exhibit "A", and incorporated herein, except:

Christmas: Article II B. applies.

New Year's: Article II B. applies, following the Winter Break schedule

July 4th: Follows schedule unless day falls during vacation time as noted in Article II A.

Thanksgiving: Begins Tuesday after school if Maddie is attending CCDS or a school that closes for the holiday on Tuesday; otherwise, begins Wednesday at the conclusion of school and ending Monday morning with the commencement of school. Mother has this time in even-numbered years and Father in odd-numbered years.

Easter Weekend: Friday beginning after school or at 3:00 p.m. if there is no school and ending Monday morning before school; Maddie shall be with Mother every year, except in 2012 and 2015 when Passover conflicts and the Easter weekend is modified, as set forth below.

Passover: 1st night beginning after school or at 3:00 p.m. if there is no school and ending at 5:00 p.m. the following day; Maddie shall be with Father every year, noting the following times

Father will have Maddie over Mother's Easter weekend as follows:

2012: Passover begins Friday, April 6 at 3:00 p.m. (or conclusion of school if a school day) and ends the following day at 5:00 p.m.

2015: Passover begins Friday, April 3 at 3:00 p.m. (or the conclusion of school if a school day) and ends the following day at 5:00 p.m.

2nd night of Passover: no special provision made; follow regular schedule.

Rosh Hashanah: Beginning after school or at 3:00 p.m. if there is no school and ending at 7:00 p.m. the following day: Maddie shall be with Father every year.

Yom Kippur: Beginning after school or at 3:00 p.m. if there is no school and ending at 7:00 p.m. the following day: Maddie shall be with Father every year.

I. Except as noted in this agreement, or in the event of a conflict, the following is the order of precedence for either parent's time with the child:

1st – Holidays, except for July 4th if it is taken as part of extended time

2nd – Extended periods

3rd – Weekly regular parenting time

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. Both parents may expose Maddie to his or her faith during their parenting time. 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.

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. Mother and Father shall consult and provide for the access for medical care 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. For routine appointments, the parties shall alternate taking responsibility for Maddie's care. Mother shall be responsible for routine dental care (i.e., teeth cleanings) in odd-numbered years and Father shall be responsible for the same in even-numbered

years. Father shall be responsible for routine medical care (i.e., physicals and well-visits) in even-numbered years and Mother shall be responsible for the same in odd-numbered years. The parent in charge of the routine dental and medical care shall notify the other parent of all scheduled appointments within four (4) hours of scheduling them. The other parent is free to attend all scheduled appointments. Maddie's current medical care provider, Dr. Bernardon, shall remain the same, unless otherwise agreed by the parties or if a change is necessary due to insurance coverage. Maddie's dentist shall be Dr. Jackson, unless otherwise agreed by the parties. 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 of the results of each exam.

E. If Maddie becomes ill or injured during the time that she is with either party, that parent shall immediately notify the other and give the other party the details of such illness or injury. 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.

F. 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 after consultation with the other parent.

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. Child support and the dependency exemptions have not been resolved by the parties at this time and remain subject to review by the Court.

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. 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.

ARTICLE VIII. PASSPORT

Mother shall hold Maddie's passport and birth certificate in even numbered years and Father

in odd-numbered years. Both parties shall cooperate in exchanging the passport as needed for travel, including, but not limited to, 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 placed into trust with both parties as co-trustees. 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 retained in the trust fund to which Maddie will have access when she turns 25. Each co-trustee will receive statements as to the trust fund and the parties shall enter into a Trust Agreement to effectuate this provision.

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 account identified above to pay cost of tuition, room and board, books and fees for Maddie to attend 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.

ARTICLE XVI. SUBMISSION OF PLAN

This Shared Parenting Plan is filed with the Court on this 30th day of Nov., 2005.

STATE OF OHIO, COUNTY OF HAMILTON, SS:

JON ENTINE, being duly sworn, says that he has thoroughly reviewed and understands the foregoing Plan for Shared Parenting, and he requests the Court to make the Plan an order of the Court.

Robert J. Meyers
Witness
Thomas J. Haggard
Witness

Jon Entine
Father

JON ENTINE personally appeared before me and acknowledged that he did sign this acknowledgment as his free act and deed this November 30, 2005.

Robert J. Meyers
Notary Public

STATE OF OHIO, COUNTY OF HAMILTON, SS:

ELLEN TURNER, being duly sworn, says that she has thoroughly reviewed and understands the foregoing Plan for Shared Parenting, and she requests the Court to make the Plan an order of the Court.

Stelle M. [Signature]
Witness
[Signature]
Witness

Ellen L. Turner
Mother

ELLEN TURNER personally appeared before me and acknowledged that she did sign this acknowledgment as her free act and deed this NOV. 30th, 2005.

[Signature]
Notary Public

Basic Principles: Twelve and Teenage Years

Exhibit A

- i. Parents should respect a teenager's need to spend time with peers and in organized activities, and less time with each parent, especially during weekends and summer holidays.
 - ii. Quality of time is more important than a rigid schedule. Flexibility in scheduling is necessary. When possible, it is preferable to consider the teenager's wishes as long as the parents agree.
- The non-residential parent shall have parenting time as follows:

E. 12 to 18 years:

Tuesday and Thursday evenings from 5:30 pm until 8:30 pm

A rotating four week schedule as follows:

Week 1-Friday 6:00 pm until Saturday at 6:00 pm

Week 2-Saturday 6:00 pm until Sunday at 6:00 pm

Week 3-Friday 6:00 pm until Sunday at 6:00 pm

Week 4-Residential Parent's weekend

	MON	TUE	WED	THU	FRI	SAT	SUN
Wk1		5		5	O		
Wk2		5		5		O	
Wk3		5		5	O	O	
Wk4		5		5			

X = Evenings
O = Overnight

3. HOLIDAY SCHEDULE/EXTENDED PERIODS

A. Parents may wish to change, by agreement, a holiday at least one week in advance in order to observe family or religious traditions. If not changed by agreement holiday times, where relevant, are as follows:

HOLIDAYS	EVEN # YEARS	ODD # YEARS	AS AGREED, OR
New Year's Holiday *	Mother	Father	12/31, 6:00 pm - 1/1, 7:00 pm
Martin Luther King Day	Father	Mother	Sun., 6:00pm - Mon., 7:00 pm
President's Day	Mother	Father	Sun., 6:00 pm - Mon., 7:00pm
Easter	Father	Mother	Sat., noon - Sun., 7:00 pm
Memorial Day	Mother	Father	Sun., noon - Mon., 7:00 pm
Fourth of July	Father	Mother	7/4, 9:00 am - 10:30 pm
Labor Day	Mother	Father	Sun., 6:00 pm - Mon., 7:00 pm
Halloween (Beggar's Night)	Father	Mother	5:00 pm - 8:00 pm
Thanksgiving	Mother	Father	Weds., 6:00 pm - Fri., 7:00 pm
Christmas Eve	Father	Mother	12/23, noon - 12/24, 10:00 pm
Christmas Day	Mother	Father	12/24 10:00pm - 12/26, 6:00pm
Kwanzaa	Father	Mother	1st night, 5:00 pm-9:30 pm
Rosh Hashanah Eve	Mother	Father	5:00 pm - 9:30 pm
Rosh Hashanah Day	Father	Mother	9:00 am - 7:00 pm
Yom Kippur Eve	Mother	Father	5:00 pm - 9:30 pm
Yom Kippur Day	Father	Mother	9:00 am - 7:00 pm
Passover (1st night)	Mother	Father	5:00 pm - 9:30 pm
Hanukkah (1st night)	Father	Mother	6:00 pm - 8:30 pm
Mother's Day	Mother	Mother	10:00 am - 7:00 pm
Father's Day	Father	Father	10:00 am - 7:00 pm
Child's B'day (school)	Father	Mother	5:30 pm - 8:30 pm
Child's B'day (no school)	Father	Mother	10:00 am - 8:30 pm

* New Year's Holiday is governed by the year in which New Year's Day falls. It is not governed by the year in which New Year's Eve falls.

B. When a child reaches the age of two, the non-residential parent shall be entitled to four weeks of additional time each year. After the age of five, two weeks may be taken consecutively. This time may be exercised during the summer, the child(ren)'s spring break from school (every other year) or at any other appropriate time during the year. This time may also be exercised during the child(ren)'s school break at Christmas (every other year), but under no circumstances shall the additional extended time commence before December 26 and continue past 6:00 pm on December 31. For children ages two to five, said four week extended time may be taken in one week increments. Under the age of two there will be no extended periods.

C. The residential parent shall be entitled to two weeks of consecutive time each year.

D. Extended periods of time are to be arranged within seven days from the time the parents' vacation schedules are posted by their employers. Each parent shall notify the other parent in writing of the times desired for these extended periods no later than 7 days prior to the exercise of extended period. Where there is a conflict between parents as to vacation schedules, the schedule of the parent who first gives written notice to the other parent shall prevail.

E. In the event of a conflict, the following is the order of precedence: 1st Holidays; 2nd Extended periods; 3rd Weekends; and 4th Midweek days.

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

ENTER
JUDGE

Name Ellen L Turner
SS#
DOB

Plaintiff / Petitioner
Obligor

Issue Date: 03/23/2005

Case No. DR0500131

File No. E233969

Name Jon H Entine
SS#
DOB

Defendant / Petitioner

CSEA No. 7053135062

JUDGE Ronald A. Parlato

MAGISTRATE Gregory R Thelle

QUALIFIED MEDICAL CHILD SUPPORT
ORDER
(O.R.C. 3113.217)

HEALTH INSURANCE PLAN: UNITED HEALTH CARE MEDICAL ONLY

PARTICIPANT: Name: Ellen L Turner
Obligor Address: 7719 Shawnee Run Rd
Madeira OH 45243-0000

PARTICIPANT EMPLOYER: Sara Lee Foods
Address: Sara Lee Foods
10151 Carver Rd
Cincinnati OH 45242-0000



D63014493

ALTERNATE RECIPIENT(S): Name(s) and DOB: Madeleine R Entine - 05/22/1998
(Child/ren) Address: Madeleine R Entine - 8255 S Clippinger Dr -- Madeira OH, 45243-0000

WHEREAS, the Court finds that health insurance coverage for the child(ren) named as Alternate Recipient(s) is available to the Participant at a reasonable cost and that the Participant has been ordered to secure/maintain health insurance coverage for the child(ren).

IT IS HEREBY ORDERED THAT:

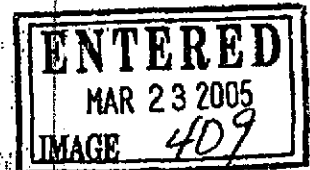
- The following group health insurance and health care policies, contracts and plans are available at a reasonable cost to the Participant (include name of insurer that issues each policy, contract or plan):
UNITED HEALTH CARE
- Participant shall provide the insurer within thirty (30) days from the date of this order with a copy of this Order and promptly shall complete the necessary enrollment forms or other documents necessary to designate the Alternate Recipient(s) listed above as dependents eligible for coverage by the Health Insurance Plan identified above in the form and to the same extent coverage is available to the Participant and other dependents of the Participant in the Health Insurance Plan. Participant shall also within thirty (30) days of the issuance of this order, furnish written proof to the Child Support Enforcement Agency, 222 E. Central Pkwy, Cincinnati OH that the coverage has been obtained, that the insurer has been provided with a copy of this order, and that the other party has been provided with all documents/information as set forth in paragraph 3 below.
- Participant shall supply the other party with (a) insurance forms necessary to receive payment. Reimbursement or other benefits; (b) necessary insurance cards; and (c) information regarding the benefits, limitations and exclusions of the coverage of the Health Insurance Plan or any successor plan.
- Obligee shall be responsible for the first \$100.00 per calendar year, per child for all uninsured medical, dental, hospital, prescription, optical, psychological, psychiatric and orthodontic expenses, including co-payments and deductibles (designated "ordinary"). The remaining uninsured expenses (designated "extraordinary"), including additional co-payments and/or deductibles under the Health Insurance Plan for the Alternate Recipient(s), shall be shared by the parties as follows: Obligor - 50% and Obligee - 50% or other agreement or order.
- Any reimbursements for out-of-pocket medical, optical, hospital, dental, prescription or other reimbursable expenses covered under the Health Insurance Plan or any successor plan and paid for on behalf of the Alternate Recipient(s) insured child(ren) shall be made directly to:

Name: Jon H Entine

Address: 8255 S Clippinger Dr

COPIES TO:

___ Clerk of Courts ___ File ___ CSEA ___ Employer-Participant ___ Participant



The insurer may continue to make payments for medical, optical, hospital, dental or prescription services directly to any health care provider in accordance with the Health Insurance Plan.

6. Participant shall be responsible for any premiums charged by the insurer for coverage of the Alternate Recipient(s) under the Health Insurance Plan.

7. Participant shall be entitled to secure a second opinion at his/her own expense for psychological, psychiatric and orthodontic treatment of a non-emergency nature.

8. Pursuant to O.R.C. 3113.217(E), this order is binding upon the Obligor and Obligee, their employers, and any Insurer that provides health insurance for them or their child(ren).

9. If Participant fails to provide health insurance coverage for the child(ren) within thirty (30) days as ordered or otherwise to comply within thirty (30) days with any other provision of this Order, the CSEA shall notify the Court in writing of the failure to comply and the Court shall issue an order to the employer to take whatever action is necessary to make application to enroll Participant in any available group health insurance policy or health care policy with coverage for the child(ren) who are subject of the child support order, to submit a copy of this Order for health insurance coverage to the insurer at the time that the employer makes application to enroll the child(ren) in the health insurance or health care policy contract or plan, and if the application is accepted, to deduct any additional amount from earnings necessary to pay the additional cost for that health insurance coverage.

10. Any Insurer who receives a copy of an order issued under O.R.C. 3113.217 shall comply with that section, and any order issued under that section, regardless of the residence of the child(ren).

11. During the time that this Order is in effect, the employer who is the subject of the Order upon written request shall release to the other party and the CSEA all information about the health insurance coverage of the Participant, including, but not limited to, the name and address of the insurer and any policy, plan, or contract number.

12. During the time that this Order is in effect, the employer shall notify the CSEA of any change in and/or the termination of the coverage under the Health INSURANCE Plan.

13. The parties shall notify the Plan Administrator of any change of address of the Participant, Alternate Recipient(s), or the person designated to receive reimbursements as well as any change in status of any Alternate Recipient that would cause him or her no longer to.

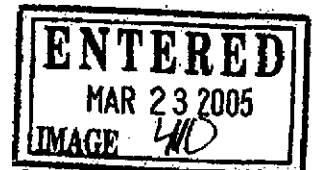
14. It is the intention of the parties that this Order continue to qualify as a Qualified Medical Child Support Order under ERISA Section 609, as it may be amended from time to time, and that the Plan Administrator shall reserve the right to reconfirm the qualified status of the Order as benefits become payable hereunder.

15. This Order shall not be construed so as to require the Health Insurance Plan to provide any type or form of benefit, or any option, which otherwise would not be provided to a dependent under the Plan.

16. This Order shall remain in effect until the earliest of: (a) the date that Participant loses his/her employer-sponsored health coverage as a result of his/her termination of employment, retirement, or death/ or (b) the date that the Alternate Recipient is no longer legally ordered to receive child support on his or her behalf; or (c) the date that the employer no longer offers dependent health care coverage to any of its employees under the Health Insurance Plan or any successor plan.

COPIES TO:

___ Clerk of Courts ___ File ___ CSEA ___ Employer-Participant ___ Participant



HAVE SEEN AND APPROVED:

Plaintiff/Petitioner/Obligor/Obligee

Defendant/Petitioner/Obligor/Obligee

Attorney for Plaintiff/Petitioner

Attorney for Defendant/Petitioner

Accepted by Plan Committee or Administrator

Date

INSTRUCTIONS TO THE CLERK: You are directed to mail a copy of this Order to the employer and to the Obligor and Obligee by Ordinary Mail, with proof of mailing, unless they have acknowledged receipt by signature above.

ATTENTION - COPY INSTRUCTIONS:

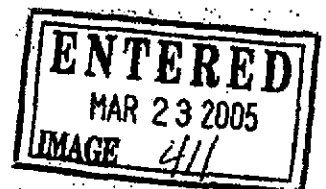
You are responsible for the appropriate number of copies: For one participant you need 1 original plus 4 copies; for two participants you need 1 original plus 6 copies. Required number of copies to be submitted along with the original.

COPIES TO:

___ Clerk of Courts ___ File ___ CSEA ___ Employer-Participant ___ Participant

DR 7.17 (March 11, 1997)

3 of 3



Omescan

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

Case No. A/DR: DR0500131

E#: E233969

Plaintiff: TURNER/ELLEN/L

Plt. Attorney: BLOCH/RANDAL/S

FRY/SALLEE/M

Case Type: DIVORCE

Judge: PANIOTO/RONALD/A.

Date: 11/07/2006

Defendant: ENTINE/JON/H

Defendant Attorney: HAPPER/GLORIA/S

WITNESS FOR PLAINTIFF

If witness is under 18 years of age,
state age.

Name

Robert Thomas

Address

825 Greenville Ave

Cincinnati, O

45246

Age

✓

Name

Address

Age

Name

Address

Age

Name

Address

Age

WITNESS FOR DEFENDANT

If witness is under 18 years of age,
state age.

Name

Address

Age

Name

Address

Age

Name

Address

Age

Name

Address



ATTORNEY FOR PLAINTIFF

R Bloch

ATTORNEY FOR DEFENDANT

G. Haffer

P 11-7-06
9:00

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

DOCKET OFFICE
SEP 15 2006

Ellen Turner
Plaintiff / Petitioner

Date: September 15, 2006

-vs/and-

Case No. DR0500131

File No. _____

Jon Entine
Defendant / Petitioner

CSEA No. _____

Judge Ronald A. Panioto

REQUEST FOR MERITS SETTING

I hereby certify that all matters pertaining to spousal support, child support, allocation of parental rights and responsibilities, attorney fees, costs and division of property have been resolved between the parties by:

AGREED ENTRY FILED BY (DATE): _____

COURT ORDER ISSUED BY (DATE): _____

DECREE AND/OR
SEPARATION AGREEMENT SIGNED (DATE): September 14, 2006

2006 SEP 18 A 8:53
GREGORY HARTMANN
CLERK OF COURTS
HAMILTON COUNTY, OH

FILED

This matter may now be set for merits hearing.

[Signature]
Attorney for Plaintiff

[Signature] 0014333
Attorney for Defendant

Ellen Turner
Plaintiff

Jon Entine
Defendant

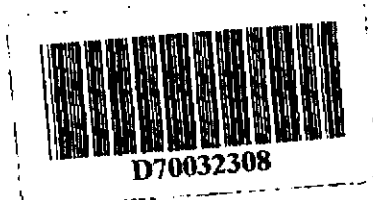
7719 Shawnee Run
Plaintiff's Street Address

6255 Clippinger Drive
Defendant's Street Address

Cincinnati Oh 45243
City State Zip Code

Cincinnati Oh 45243
City State Zip Code

***MUST BE COMPLETED OR A HEARING DATE WILL NOT BE SET**



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

Case No. A/DR: DR0500131
E#: E233969
Plaintiff: TURNER/ELLEN/L
Plt. Attorney: BLOCH/RANDAL/S
FRY/SALLEE/M
Case Type: DIVORCE

Judge: PANIOTO/RONALD/A.
Date: 11/07/2006
Defendant: ENTINE/JON/H
Defendant Attorney: HAFFER/GLORIA/S

WITNESS FOR PLAINTIFF

If witness is under 18 years of age,
state age.

Name Robert Thomas
Address 825 Greenville Ave
Cincinnati, OH
45246
Age ✓

Name _____
Address _____
Age _____

Name _____
Address _____
Age _____

Name _____
Address _____
Age _____

WITNESS FOR DEFENDANT

If witness is under 18 years of age,
state age.

Name _____
Address _____
Age _____

Name _____
Address _____
Age _____

Name _____
Address _____
Age _____

Name _____
Address _____
Age _____

GREGORY HARTMANN
CLERK OF COURTS
HAMILTON COUNTY, OH

2006 NOV 13 P 12:56

FILED



ATTORNEY FOR PLAINTIFF

R. Bloch

ATTORNEY FOR DEFENDANT

G. Haffer

HAMILTON COUNTY CLERK OF COURTS
C A S E C O S T S T A T E M E N T

CASE NUMBER = DRO500131

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D70770854

CASE NUMBER : DRO500131

LAST ACTIVITY DATE : 11/08/2006

ELLEN L TURNER vs. JON H ENTINE

FILING DATE : 01/21/2005

FILING : J215 TERMINATION W/ CHILD(REN) /ALI

CURRENT JUDGE : JO1 RONALD A. PANIOTO
PREVIOUS JUDGE :

ASSIGN DATE : 01/21/2005

Count: DISPOSITION: DOD4 COSTING DECREE OF DIVORCE

IMAGE: DATE: 11/07/2006

NOTE :

COST APPL DATE : 11/08/2006
APPLIED COSTS: \$ 1,394.00

LAST BILLING DATE :

DEPOSIT MOTION FLAG : N

P A R T Y R E F E R E N C E

STATUS DATE	PARTY NBR	PARTY NAME ADDRESS	ATTORNEY NBR	ATTORNEY NAME ADDRESS
A 08/01/2006	D-1	JON ENTINE 6255 S CLIPPINGER CINCINNATI OH 45243	14333	GLORIA S HAFFER 105 EAST FOURTH ST. SUITE 300 CINCINNATI OH 45202
A 09/20/2006	P-1	ELLEN L TURNER 7719 SHAWNEE RUN ROAD CINCINNATI OH 45243	10124	RANDAL S BLOCH 2345 ASHLAND AVE CINCINNATI OH 45206
			42625	SALLEE M FRY 2345 ASHLAND AVENUE CINCINNATI OH 45206

HAMILTON COUNTY CLERK OF COURTS
CASE COST STATEMENT

CASE NUMBER = DR0500131

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DOCKET ENTRIES

DOC NBR	ENTFY TYP	DOCK CODE	ENTFY DATE	IMAGE NUMBER	DOCKET DESCRIPTION/ DOCKET COMMENT	AMOUNT	APPLIED
70770854		600	11/08/2006		- Cashier's Application Run -		
70743446	P	DRCC	11/07/2006		ISSUE DESK - DEPOSIT BY RANDAL S BLOCH	-830.00	Y
70743404	D	NOTC	11/07/2006		NOTIFICATION COST.	4.00	Y
70743403	D	DOD	11/07/2006		COSTING DECREE OF DIVORCE	105.00	Y
70743402	D	2CC4	11/07/2006		FOUR CERTIFIED COPIES	4.00	Y
70743401	D	2C&W	11/07/2006		CERT. HEALTH & WITNESS SWEAR.	7.00	Y
70743394	D	POS	11/07/2006		POSTAGE	1.00	Y
70743393	D	2SEV	11/07/2006		SERVICE WAS REQUESTED AND SENT PER INSTRUCTIONS.	2.00	Y
70678057	D	EORD	11/01/2006		ORDER	3.00	Y
70678040	D	EAE	11/01/2006		TERMINATING WITHHOLDING NOTICE AGREED ENTRY	6.00	Y
70441633		NS1	10/16/2006		REGARDING OVERPAYMENT NOTICE OF FINAL MERIT HEARING SENT BY DOMESTIC RELATIONS TO: GLORIA S HAYFER		
70441632		NS1	10/16/2006		NOTICE OF FINAL MERIT HEARING SENT BY DOMESTIC RELATIONS TO: RANDAL S BLOCH		
70081974	D	MAIB	09/21/2006		REGULAR MAIL SERVICE	1.00	Y
70108074		JRMR	09/21/2006		ISSUED TO ELLEN L TURNER CERTIFICATE OF REGULAR MAIL FI LED. ELLEN L TU RNER		
70081973	D	UNCL	09/20/2006		CERTIFIED MAIL SERVICE RETURNED; UNCLAIMED SERVICE AS TO ELLEN L TURNER	0.00	Y
70032308	D	FRMS	09/18/2006		REQUEST FOR MERITS SETTING	1.00	Y
69940187	D	EE	09/11/2006		ENTFY ON DEFENDANT'S OBJECTIONS & PL AINTIFF'S MOTION TO SET ASIDE AMENDED DEFENDANT'S MOTION TO MODIFY TEMPORARY SPOUSAL SUPPO RT	3.00	Y
69919630	D	FXAO	09/08/2006		DEFENDANTS MOTION TO MODIFY TE MPORARY SPOUSAL SUPPORT	8.00	Y
69867121	D	FXAO	09/05/2006		NOTICE OF DEPOSITION AND AMENDED CERT IFICATE OF SERVICE	4.00	Y
69843316	D	FW	09/01/2006		ORDER FOR CONTINUANCE	3.00	Y
69765390	D	EORC	08/28/2006		DEFENDANT'S MEMORANDUM IN OPPO SITION TO PLAINTIFF'S MOTION T O SET ASIDE MAGISTRATE'S ORDER OF AUGUST 11, 2006	11.00	Y
69722147	D	FF	08/23/2006		COMMISSION TO ISSUE SUBPOENA S UCES TECUM	3.00	Y
69690554	D	EF	08/22/2006		ORDER	6.00	Y
69689300	D	EORD	08/22/2006		DIRECTING ISSUANCE OF SUBPEON A DUCES TECUM PURSUANT TO R.C. & 2319.08, ET SEQ.		
69688310	D	4SI	08/22/2006		SUBPOENA FOR WITNESS ISSUED TO ATTORNEY TO BE SERVED UPON GOOGLE INC	4.00	Y
69673236	D	FXAO	08/21/2006		MOTION FOR COMMISSION TO ISSUE SUBPOENA DUCES TECUM	2.00	Y
69669372	D	RFM	08/21/2006		REQUEST FOR MICROFILM	0.00	Y
69669370	D	RFM	08/21/2006		REQUEST FOR MICROFILM	0.00	Y
69666629		JPRM	08/21/2006		POSTAL RECEIPT RETURNED, COPY OF MOTION DELIVERED TO MR BRUCE HUMBERT ON 08/14/06, FILED.		
69688703	D	FM	08/21/2006		MOTION TO SET ASIDE MAGISTRATE'S ORDE R OF AUGUST 11, 2006	19.00	Y

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DOCKET ENTRIES

DOC NBR	ENTRY TYP	DOCK CODE	ENTRY DATE	IMAGE NUMBER	DOCKET DESCRIPTION/ DOCKET COMMENT	AMOUNT	APPLIED
69603419	D	MAIA	08/16/2006		CERTIFIED MAIL SERVICE ISSUED TO ELLEN L TURNER	7.00	Y
69596925	D	FAPP	08/15/2006		AFFIDAVIT IN SUPPORT OF MOTION FOR CONTE MPT	7.00	Y
69596804	D	FXAO	08/15/2006		AMENDED MOTION FOR CONTEMPT	10.00	Y
69603418	D	WRFI	08/15/2006		WRITTEN REQUEST FOR CERTIFIED MAIL SERVICE WITH WAIVER OF MOTION ON ELLEN L TURNER	3.00	Y
69550794	D	EMO	08/11/2006		MAGISTRATE'S ORDER	6.00	Y
69534601		JPRX	08/10/2006		POSTAL RECEIPT RETURNED, COPY OF AMENDED MO TION DELI VERED TO JON ENTINE ON 08/07/06, FILED.		
69534531		JPRM	08/10/2006		POSTAL RECEIPT RETURNED, COPY OF MOTION DELIVERED TO MR BRUCE HUMBERT ON 08/07/06, FILED.		
69512028	D	FXAO	08/08/2006		DEFENDANT'S MOTION FOR CONTINU ANCE	3.00	Y
69462623	D	EMO	08/04/2006		MAGISTRATE'S ORDER	3.00	Y
69456476	D	MAIA	08/04/2006		CERTIFIED MAIL SERVICE ISSUED TO MR BRUCE HUMBERT	7.00	Y
69456447	D	MAIA	08/04/2006		CERTIFIED MAIL SERVICE ISSUED TO MR BRUCE HUMBERT	7.00	Y
69448495	D	DRPD	08/03/2006		POSTAGE	14.00	Y
69448493	P	DRPP	08/03/2006		ISSUE DESK - DEPOSIT BY GLORIA S HAFPER	-14.00	Y
69441905	D	FXAO	08/03/2006		DEFENDANT'S SUPPLEMENTAL MOTIO N TO COMPEL DISCOVERY	15.00	Y
69441836	D	FAPP	08/03/2006		AFFIDAVIT OF ROBERT J. MEYERS IN SUPPORT OF DEFENDANT'S SUPPLEMENTAL MO TION TO COMPEL DISCOVERY	8.00	Y
69424371	D	MAIA	08/03/2006		CERTIFIED MAIL SERVICE ISSUED TO JON ENTINE	7.00	Y
69456446	D	WRFI	08/03/2006		WRITTEN REQUEST FOR CERTIFIED MAIL SERVICE WITH WAIVER OF MOTION ON MR BRUCE HUMBERT -- TWO SERVIC ES	3.00	Y
69424370	D	WRFI	08/02/2006		WRITTEN REQUEST FOR CERTIFIED MAIL SERVICE WITH WAIVER OF MOTION ON JON ENTINE (AMENDED VERIFIED M OTION FOR CONTEMPT)	3.00	Y
69417335	D	FXAO	08/01/2006		AMENDED VERIFIED MOTION FOR CO NTEMPT	10.00	Y
69387456	D	FF	07/31/2006		DEFENDANTS MEMORANDUM IN OPPOS ITION TO PLAINTIFF'S MOTION FO R PROTECTIVE ORDER	4.00	Y
69380239		JPRM	07/31/2006		POSTAL RECEIPT RETURNED, COPY OF MOTION DELIVERED TO LEGAL COMPLIANCE DEPARTMENT ON 07/26/06, FILED.		
69305594	D	FXAO	07/25/2006		MOTION FOR PROTECTIVE ORDER	3.00	Y
69272755	D	MAIA	07/24/2006		CERTIFIED MAIL SERVICE ISSUED TO LEGAL COMPLIANCE DEP ARTMENT	7.00	Y

HAMILTON COUNTY CLERK OF COURTS
CASE COST STATEMENT

CASE NUMBER = DR0500131

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DOCKET ENTRIES

DOC NR	ENTRY TYP	DOCK CODE	ENTRY DATE	IMAGE NUMBER	DOCKET DESCRIPTION/ DOCKET COMMENT	AMOUNT	APPLIED
69272754	D	WRFI	07/21/2006		WRITTEN REQUEST FOR CERTIFIED MAIL SERVICE WITH WAIVER OF MOTION ON LEGAL COMPLIANCE DEPARTMENT (DEFENDANT'S MOTION FOR CONTEMPT AFFIDAVIT OF ROBERT J MEYERS IN SUPPORT OF DEFENDANT'S MOTION FOR CONTEMPT)	3.00	Y
69280805	D	FXAO	07/21/2006		DEFENDANT'S MOTION FOR CONTEMPT	12.00	Y
69280795	D	F AFF	07/21/2006		AFFIDAVIT IN ROBERT J. MEYERS IN SUPPORT OF DEFENDANT'S MOTION FOR CONTEMPT	3.00	Y
69251663	D	FXAO	07/20/2006		MOTION TO TERMINATE SPOUSAL SUPPORT AND CHILD SUPPORT	2.00	Y
69219828	D	F AFF	07/18/2006		AFFIDAVIT OF ROBERT J MEYERS IN SUPPORT OF DEFENDANT'S MOTION FOR CONTEMPT	3.00	Y
69219812	D	FXAO	07/18/2006		DEFENDANT'S MOTION FOR CONTEMPT	13.00	Y
69219706	D	WRFG	07/18/2006		WRITTEN REQUEST FOR PROCESS SERVER OF MOTION ON MR BRUCE HUMBERT (DEFENDANT'S MOTION FOR CONTEMPT AFFIDAVIT OF ROBERT J MEYERS IN OF DEFENDANT'S MOTION FOR CONTEMPT)	2.00	Y
69076951	D	JOBJ	07/07/2006		OBJECTION TO DECISION OF MAGISTRATE FILED BY DEFENDANT.	32.00	Y
69049341	D	4SI	07/06/2006		SUBPOENA FOR WITNESS ISSUED TO ATTORNEY TO BE SERVED UPON YAHOO	4.00	Y
69049327	D	4SI	07/06/2006		ATTN: CUSTODIAN OF RECORDS SUBPOENA FOR WITNESS ISSUED TO ATTORNEY TO BE SERVED UPON AOL.LLC	4.00	Y
69049311	D	4SI	07/06/2006		ATTN: CUSTODIAN OF RECORDS SUBPOENA FOR WITNESS ISSUED TO ATTORNEY TO BE SERVED UPON GOOGLE INC	4.00	Y
69000892	D	EMO	06/30/2006		MAGISTRATE'S ORDER	3.00	Y
68962653	D	MAIB	06/29/2006		REGULAR MAIL SERVICE ISSUED TO ELLEN TURNER	1.00	Y
69000032		JRMR	06/29/2006		CERTIFICATE OF REGULAR MAIL FILED. ELLEN TURNER		
68962652	D	UNCL	06/28/2006		CERTIFIED MAIL SERVICE RETURNED: UNCLAIMED SERVICE AS TO ELLEN TURNER	0.00	Y
68888156	D	EORC	06/22/2006		ORDER FOR CONTINUANCE	3.00	Y
68847284	D	EDMA	06/20/2006		MAGISTRATE'S DECISION AND ENTRY APPROVING. REGULAR MAIL SENT PURSUANT TO RULE 53. WITH FINDINGS OF FACT AND CONCLUSION OF LAW	9.00	Y
68805394	D	FF	06/15/2006		MEMORANDUM OF PLAINTIFF, ELLEN TURNER, REGARDING WHICH STATE LAW TO APPLY-CALIFORNIA OR OHIO-FOR DETERMINATION OF VALIDITY AND ENFORCEMENT OF PREMARITAL AGREEMENT	72.00	Y
68805364	D	FF	06/15/2006		DEFENDANT'S BRIEF ON APPLICABLE STATE LAW	49.00	Y

HAMILTON COUNTY CLERK OF COURTS
CASE COST STATEMENT

CASE NUMBER = DR0500131

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D O C K E T E N T R I E S

DOC NBR	ENTRY TYP	DOCK CODE	ENTFY DATE	IMAGE NUMBER	DOCKET DESCRIPTION/ DOCKET COMMENT	AMOUNT	APPLIED
68624368	D	EMO	06/02/2006		MAGISTRATE'S ORDER	6.00	Y
68538544	D	FF	05/26/2006		SUPPLEMENTAL MEMORANDUM IN SUP PORT OF DEFENDANT'S MOTION TO CONTINUE PROPERTY TRIAL AND TO BIFURCATE	23.00	Y
68530405	D	MAIA	05/26/2006		CERTIFIED MAIL SERVICE ISSUED TO ELLEN TURNER	7.00	Y
68530404	D	WRFI	05/25/2006		WRITTEN REQUEST FOR CERTIFIED MAIL SERVICE WITH WAIVER OF MOTION ON ELLEN TURNER	3.00	Y
68536242	D	FAFF	05/25/2006		AFFIDAVIT IN SUPPORT OF MOTION FOR CONTE MPT	2.00	Y
68536231	D	FXAO	05/25/2006		MOTION FOR CONTEMPT	7.00	Y
68519237	D	FXAO	05/24/2006		DEFENDANT'S MOTION TO VACATE D ISCOVERY CUT-OFF DATE AND TO C OMPUL DISCOVERY	12.00	Y
68353924	D	RFM	05/12/2006		REQUEST FOR MICROFILM	0.00	Y
68320482	D	FF	05/10/2006		DEFENDANT'S MEMORANDUM IN OPPO SITION TO PLAINTIFF'S MOTION T O QUASH	8.00	Y
68320143	D	FSIR	05/10/2006		SUBPOENA FOR WITNESS RETURNED AND ENDORSED NORTHLICH ON 5/9/06	8.00	Y
68293716	D	4SI	05/08/2006		SUBPOENA FOR WITNESS ISSUED TO NORTHLICH	4.00	Y
68185157	D	FAFF	05/01/2006		AFFIDAVIT IN SUPPORT OF MOTION	1.00	Y
68185141	D	FXAO	05/01/2006		MOTION TO QUASH	2.00	Y
68125202	D	EE	04/26/2006		ENTFY APPOINTING PARENTING COORDINAT OR	21.00	Y
67400205		JPRM	03/02/2006		POSTAL RECEIPT RETURNED, COPY OF MOTION DELIVERED TO JON ENTINE ON 02/27/06, FILED.		
67310104	D	MAIA	02/24/2006		CERTIFIED MAIL SERVICE ISSUED TO JON ENTINE	7.00	Y
67310103	D	WRFI	02/23/2006		WRITTEN REQUEST FOR CERTIFIED MAIL SERVICE WITH WAIVER OF MOTION ON JON ENTINE	3.00	Y
67309469	D	FXAO	02/23/2006		VERIFIED MOTION FOR CONTEMPT	3.00	Y
67284432	D	EORC	02/22/2006		ORDER FOR CONTINUANCE	3.00	Y
67093456	D	FAIE	02/07/2006		AFFIDAVIT OF INCOME, EXPENSES, AND FINANCIAL DISCLOSURE	3.00	Y
67084404	D	EE	02/06/2006		ENTFY	9.00	Y
67063934	D	FXAO	02/03/2006		DEFENDANT'S MEMORANDUM IN OPPO SITION TO PLAINTIFF'S VERIFIE D MOTION FOR CONTEMPT AND MOTI ON FOR ATTORNEYS FEES AND COST S	5.00	Y
67006224	D	FXAO	01/31/2006		MOTION TO SHORTEN TIME	1.00	Y
67006214	D	FXAO	01/31/2006		VERIFIED MOTION FOR CONTEMPT	3.00	Y
67004272	D	EEG	01/31/2006		ENTFY GRANTING MOTION TO SHORTEN TIME	3.00	Y
66924254		JPRM	01/25/2006		POSTAL RECEIPT RETURNED, COPY OF MOTION DELIVERED TO JON ENTINE ON 01/21/06, FILED.		
66844949	D	MAIA	01/20/2006		CERTIFIED MAIL SERVICE ISSUED TO JON ENTINE	7.00	Y
66844948	D	WRFI	01/19/2006		WRITTEN REQUEST FOR CERTIFIED MAIL SERVICE WITH WAIVER OF MOTION ON JON ENTINE	3.00	Y

HAMILTON COUNTY CLERK OF COURTS
CASE COST STATEMENT

CASE NUMBER = DR0500131

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DOCKET ENTRIES

DOC NBR	ENTRY TYP	DOCK CODE	ENTRY DATE	IMAGE NUMBER	DOCKET DESCRIPTION/ DOCKET COMMENT	AMOUNT	APPLIED
66842686	D	FXAO	01/19/2005		VERIFIED MOTION FOR CONTEMPT	11.00	Y
66325599	D	EAGR	12/06/2005	127	AGREED	54.00	Y
66323217	D	EE	12/06/2005	40	SHARED PARENTING PLAN ENTRY	3.00	Y
66045950	D	EEGC	11/14/2005	51	ENTRY GRANTING CONTINUANCE	3.00	Y
65945287	D	EORC	11/04/2005	51	ORDER FOR CONTINUANCE	3.00	Y
65507231	D	EE	10/03/2005	409	ENTRY	3.00	Y
65506082	D	EAE	10/03/2005	230	AGREED ENTRY INTERIM	12.00	Y
65430570	D	EORC	09/27/2005	95	ORDER FOR CONTINUANCE	3.00	Y
65326443	D	FXVE	09/19/2005		MOTION TO ENFORCE EXTENDED PAR ENTING AND HOLIDAY ORDER	3.00	Y
65135390	D	EAE	09/02/2005	117	AGREED ENTRY	9.00	Y
65132432	D	EORD	09/02/2005	15	ORDER TERMINATING WITHHOLDING ORDER	3.00	Y
64514725	D	EE	07/15/2005	495	ENTRY	3.00	Y
64449243	D	FF	07/12/2005		DEFENDANT'S MEMORANDUM IN OPPO SITION TO PLAINTIFF'S MOTION TO MODIFY 75N TEMPORARY ORDER DUEI TO CHANGE OF CIRCUMSTANCE S	3.00	Y
64448640	D	FF	07/12/2005		DEFENDANT'S MEMORANDUM IN OPPO SITION TO PLAINTIFF'S MOTION I O CONTINUE PRIVATE SCHOOL	3.00	Y
64417824	D	FXAO	07/08/2005		DEFENDANT'S MOTION FOR CONTINU ANCE	4.00	Y
64408287	D	FW	07/08/2005		NOTICE OF HEARING	2.00	Y
64263394	D	EORC	06/27/2005	177	ORDER FOR CONTINUANCE	3.00	Y
63909759	D	EF	05/31/2005	19	MAGISTRATE ENTRY ORDERING INVE STIGATION	3.00	Y
63885466	D	EOCI	05/27/2005		CUSTODY INVESTIGATION	300.00	Y
63885464	P	CIDP	05/27/2005		CUSTODY INVESTIGATION PAID BY RANDAL S BLOCH	-300.00	Y
63838761	D	EAE	05/24/2005	206	AGREED ENTRY	6.00	Y
63764254	D	FXAO	05/18/2005		MOTION TO CONTINUE PRIVATE SCH OOL PLACEMENT FOR THE SCHOOL Y EAR 2005-2006	2.00	Y
63764245	D	FXAO	05/18/2005		MOTION TO MODIFY 75N TEMPORARY ORDER DUE TO CHANGE IN CIRCUMS TANCES	2.00	Y
63764235	D	FW	05/18/2005		NOTICE OF TERMINATION OF EMPLOYMENT	1.00	Y
63134632	D	EMO	04/01/2005	24	MAGISTRATE'S ORDER SCHEDULING CONFERENCE	3.00	Y
63134553	D	EMO	04/01/2005	18	MAGISTRATE'S ORDER	3.00	Y
63014493	D	EQMO	03/23/2005	409	QUALIFIED MEDICAL CHILD SUPPORT ORDER	9.00	Y
62894104	D	FXAO	03/15/2005		REQUEST FOR ORAL HEARING	1.00	Y
62820615	D	EMON	03/09/2005	107	MAGISTRATE'S 75N ORDER	24.00	Y
62745925	D	EE	03/03/2005	143	ENTRY OF WITHDRAWAL	6.00	Y
62398220	D	FAFF	02/03/2005		AFFIDAVIT OF JON. H ENTINE IN SUPPORT OF MOTION TO PARTIALLY DISSOLVE T EMPORARY RESTRAINING ORDER OF JANUARY 21, 2005	3.00	Y
62398193	D	FXAO	02/03/2005		DEFENDANT'S MOTION TO PARTIALL Y DISSOLVE TEMPORARY RESTRAININ NG ORDER OF JANUARY 21, 2005	5.00	Y
62398158	D	FAFF	02/03/2005		AFFIDAVIT OF PRATHA ATLURI	3.00	Y
62398144	D	FAFF	02/03/2005		AFFIDAVIT OF M. J. MCCLURE	3.00	Y
62398126	D	FAFF	02/03/2005		AFFIDAVIT	3.00	Y
62398115	D	FXAO	02/03/2005		OF HOWARD AND KATHY JINKINSON DEFENDANT'S PROPERTY STATEMENT	5.00	Y

HAMILTON COUNTY CLERK OF COURTS
CASE COST STATEMENT

CASE NUMBER = DR0500131

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DOCKET ENTRIES

DOC NBR	ENTRY TYP	DOCK CODE	ENTRY DATE	IMAGE NUMBER	DOCKET DESCRIPTION/ DOCKET COMMENT	AMOUNT	APPLIED
62398110	D	FAC	02/03/2005		AFFIDAVIT IN COMPLIANCE WITH 3109.27 OF THE OHIO REVISED CODE	1.00	Y
62398107	D	FAIE	02/03/2005		AFFIDAVIT OF INCOME, EXPENSES, AND FINANCIAL DISCLOSURE	3.00	Y
62398094	D	FAFF	02/03/2005		AFFIDAVIT (SUPPLEMENTAL AFFIDAVIT OF JON H. ENTINE IN SUPPORT OF DEFENDANT'S 75N MOTION TO GRANT DEFENDANT TEMPORARY CUSTODY AND SUPPORT)	14.00	Y
62398006	D	FMPT	02/03/2005		MOTION & AFFIDAVIT FOR TEMP. PARENTING ORDERS, SUPPORT, VISITATION SPOUSAL SUPPORT WITHOUT ORAL HEARING	9.00	Y
62397998	D	FACC	02/03/2005		ANSWER AND COUNTER CLAIM	2.00	Y
62317253		FRSP	01/28/2005		RETURN OF SERVICE BY PROCESS SERVER VICTORIA AMMANN BY SERVING ELL EN TURNER ON 1/25/05		
62311649	D	EPCO	01/27/2005	7	PARENTING CLASS ORDER	3.00	Y
62281601		IVDN	01/26/2005		IV-D QUALIFIER		
62281388		FRSP	01/26/2005		RETURN OF SERVICE BY PROCESS SERVER MONA MANHAL BY SERVING JOHN EN TIME		
62261757	D	ETRO	01/25/2005	107	TEMPORARY RESTRAINING ORDER	9.00	Y
62252318	D	FAFF	01/24/2005		AFFIDAVIT JON H. ENTINE IN SUPPORT OF TEMPORARY RESTRAINING ORDER	3.00	Y
62252301	D	FXAO	01/24/2005		DEFENDANT'S MOTION FOR TEMPORARY RESTRAINING ORDER	3.00	Y
62242986	D	EE	01/24/2005	5	ENTRY TO PROTECT FROM INTERNET	3.00	Y
62229197	D	EEG	01/21/2005	108	ENTRY GRANTING RESTRAINING ORDERS	6.00	Y
62226716	D	FXAO	01/21/2005		MOTION FOR RESTRAINING ORDERS	3.00	Y
62226700	D	FXAO	01/21/2005		MOTION TO PROTECT FROM INTERNET	1.00	Y
62226557	D	FXAO	01/21/2005		PLAINTIFF'S PRELIMINARY PROPERT Y STATEMENT	3.00	Y
62225708	D	SUMG	01/21/2005		SUMMONS ISSUED BY PROCESS SERVER TO JON H ENTINE	4.00	Y
62225662	D	COMP	01/21/2005		COMPLAINT FILED	2.00	Y
62225661	D	75M1	01/21/2005		MOTION AND AFFIDAVIT FOR TEMP ORDER WITHOUT ORAL HEARING. SUPPORT WORKSHEET. AFFIDAVIT OF INCOME, EXPENSES AND FINANCIAL DISCLOSURE. AFFIDAVIT IN COMPLIANCE WITH 3109.27 ORC. GROUP HEALTH INS. AFFIDAVIT.	10.00	Y
62225660	D	POST	01/21/2005		POSTAGE: COST DESK	2.00	Y
62225659	D	PCF	01/21/2005		CLASSIFICATION FORM FILED.	0.00	Y
62225658	D	DEXF	01/21/2005		WAGE ASSIGNMENT FEE	15.00	Y
62225657	D	DFWF	01/21/2005		O.R.C. SECTION 3109.13	11.00	Y
62225656	D	DRSF	01/21/2005		DOMESTIC VIOLENCE SHELTER FEE	32.00	Y
62225655	D	DRLF	01/21/2005		COMPUTER LEGAL RESEARCH	3.00	Y
62225654	D	DRIF	01/21/2005		COURT INDEX	14.00	Y
62225653	D	DRCF	01/21/2005		CLERK FEE FOR EACH CAUSE	25.00	Y
62225652	D	DRAF	01/21/2005		COURT AUTOMATION	6.00	Y
62225650	P	DRSN	01/21/2005		DOMESTIC RELATIONS DEPOSIT BY RANDAL S BLOCH	-250.00	Y

HAMILTON COUNTY CLERK OF COURTS
CASE COST STATEMENT

CASE NUMBER = DRO500131

Page 8
CMSR5018

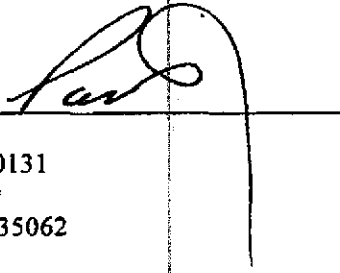
CASE BALANCE ** CASE BALANCE **** CASE BALANCE ** ==> 0.00

Total Deposits : 1,394.00 CR
Total Costs : 1,394.00
Total Credits : 0.00
Total Money Out : 0.00

Unapplied Deposits : 0.00
Unapplied Costs : 0.00

Account	Account Name	Amount:	Applied Amount:
1100-0131	CASE DEPOSIT (D.R. ISSUE) # 6	1,394.00 CR	1,394.00 CR
1100-0132	COURT INDEX	14.00	14.00
1100-0211	CLERK FEES	340.00	340.00
1100-0277	DOMESTIC VIOLENCE SHELTER FEES	32.00	32.00
1100-0278	COMPUTERIZED LEGAL RESEARCH	3.00	3.00
1100-0279	COURT AUTOMATION	6.00	6.00
1100-0752	POSTAGE	14.00	14.00
1100-0803	STATE CHILD WELFARE FEES	11.00	11.00
2000-0211	CLERK FEES	905.00	905.00
2000-0752	POSTAGE	61.00	61.00
2000-0777	SHERIFF FEES	8.00	8.00
		-----	-----
		0.00	0.00

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



Ellen L Turner
SS#:
DOB:

Plaintiff

-vs-

Jon H Entine

Defendant

: Enter _____
Date 11/01/2006
: Case No. DR0500131
File No. E233969
: CSEA No: 7053135062

: **ORDER TERMINATING
WITHHOLDING NOTICE**
: Judge Panioto
Magistrate Theile

It appearing to this Court that the below named withholding organization is no longer obligated to withhold monies from the income/benefits/funds of the obligor,

It is therefore the order of this Court that the Withholding Notice previously entered of record is hereby terminated effective immediately. The below named withholding organization is hereby ordered to terminate the withholding of income, benefits or funds from the obligor in the above captioned case. The below named withholding organization is hereby ordered to disburse to The Ohio Child Support Payment Central any monies already deducted from the obligor's income, benefits or funds in accordance with the prior orders of the Court in this cause.

COPIES MAILED BY ORDINARY FIRST CLASS MAIL TO BELOW LISTED PARTIES:

Withholding Organization

Obligor

Obligee

Attn Employee Payroll

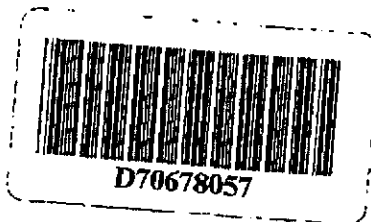
Signature Line

Signature Line

Sara Lee Foods
10151 Carver Rd
Cincinnati OH 45242-0000

Ellen L Turner
7719 Shawnee Run Rd
Cincinnati OH 45243-0000

Jon H Entine
6255 S Clippinger Dr
Cincinnati OH 45243-0000



Randal S. Bloch, #0010124
Attorney for Plaintiff
Randal S. Bloch, Esq., #0010124
Attorney for Plaintiff

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



ELLEN TURNER

Plaintiff

-vs-

JOHN ENTINE

Defendant

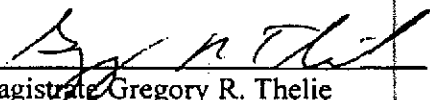
: Case N. DR0500~~0~~131
: File No. E233969
: Judge Panioto/Magistrate Theile
: AGREED ENTRY REGARDING
OVERPAYMENT

An audit of the child support and spousal support has been done as the account is to be closed as of September 30, 2006. The audit reflects an overpayment by Obligor, Ellen Turner, to Oblige, Jon Entine, in the amount of \$14,018.07 as of September 30, 2006, which he has received. Jon Entine shall issue a check to Ellen Turner for the amount of the overpayment on or before November 1, 2006.

A hold was placed on the account as of October 10, 2006. All funds received by the CSEA on and after October 1, 2006 shall be returned to Obligor, Ellen Turner. Should the Oblige, Jon Entine, receive any additional payments on and after September 30, 2006 from the Child Support Agency, he shall immediately return said payments to Obligor, Ellen Turner.

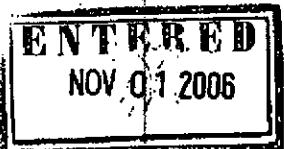
The child support account, _____, shall be cleared to zero (0) after payment by Jon Entine to Ellen Turner:


The child support account, _____, shall be terminated and closed effective September 30, 2006.


Magistrate Gregory R. Theile
10-31-06


Ellen Turner/Plaintiff


John Entine/Defendant

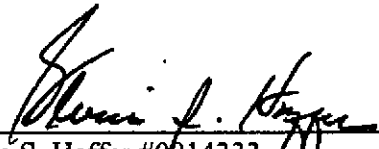


 10/31/06

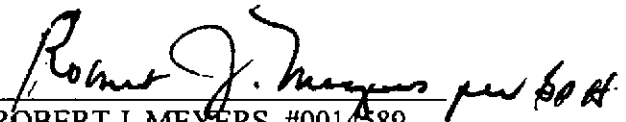
Randal S. Bloch #0010124
Attorney for Plaintiff
2345 Ashland Avenue
Cincinnati, OH 45206-2204
(513) 751-4420
Fax: (513) 751-4555
wagbloch@yahoo.com



Sallee M. Fry #0042625
Attorney for Plaintiff
2345 Ashland Avenue
Cincinnati, OH 45206-2204
(513) 421-6000
Fax: (513) 763-3522
postmaster@salleeatlaw.com



Gloria S. Haffer #0014333 10/20/06
Attorney for Defendant
105 East Fourth St., Suite 300
Cincinnati, OH 45202-4057
(513) 579-1500
Fax: (513) 977-4361
ghaffer@bhomh.com

 per 60 H

ROBERT J. MEYERS #0014589
Attorney for Defendant
105 East Fourth St., Suite 300
Cincinnati, OH 45202-4057
(513) 579-1500
Fax: (513) 977-4361
rmeyers@bhomh.com

P 11-7-06
9:00

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

DOCKET OFFICE

SEP 15 2006

Ellen Turner
Plaintiff / Petitioner

Date: September 15, 2006

-vs-and-

Case No. DR0500131

File No. _____

Jon Entine
Defendant / Petitioner

CSEA No. _____

Judge Ronald A. Panioto

REQUEST FOR MERITS SETTING

I hereby certify that all matters pertaining to spousal support, child support, allocation of parental rights and responsibilities, attorney fees, costs and division of property have been resolved between the parties by:

AGREED ENTRY FILED BY (DATE): _____

COURT ORDER ISSUED BY (DATE): _____

DECREE AND/OR
SEPARATION AGREEMENT SIGNED (DATE): September 14, 2006

FILED

2006 SEP 18 A 8:53

GREGORY HARTMANN
CLERK OF COURTS
HAMILTON COUNTY, OH

This matter may now be set for merits hearing.

[Signature]
Attorney for Plaintiff

[Signature] #0014333
Attorney for Defendant

Ellen Turner
Plaintiff

Jon Entine
Defendant

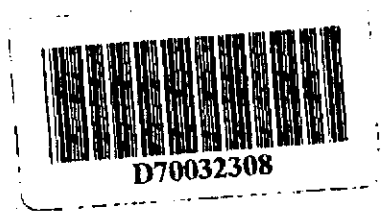
7719 Shawnee Run
Plaintiff's Street Address

6255 Clippinger Drive
Defendant's Street Address

Cincinnati Oh 45243
City State Zip Code

Cincinnati Oh 45243
City State Zip Code

***MUST BE COMPLETED OR A HEARING DATE WILL NOT BE SET**



Sender

GREGORY HARTMANN
CLERK OF COURTS
1000 MAIN STREET RM 115
CINCINNATI OH 45202-1288

PS Form 3806, 6/02

CERTIFIED MAIL

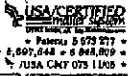


7174 5168 6310 0284 2459

RETURN RECEIPT REQUESTED

Date Addressed To


08/16/2006 MOTION
DR0500131 P1 WAIVER
ELLEN L TURNER
7719 SHAWNEE RUN ROAD
CINCINNATI OH 45243



Patents & 579 2717
© 2002 USPS • 5 945 875
3 5P Entry Point • USA CMT 075 1105

COMPLETE THIS SECTION ON DELIVERY

A Signature / **D** Address / **D** Agent

B Received by  **UNCLAIMED**

C Date of Delivery

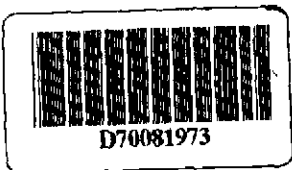
D Addressee's Address (if different from address listed on sender)

Secondary Address / Suite / Apt. / Floor (Please Print Clearly)

Delivery Address

City State Zip + 4 Code

UNCLAIMED



D70081973

Cert Mail Nbr 7194 5168 6310 0284 2459
DR0500131 P1
ELLEN L TURNER
7719 SHAWNEE RUN ROAD
CINCINNATI OH 45243

A INSUFFICIENT ADDRESS

C ATTEMPTED NOT KNOWN

S NO SUCH NUMBER / STREET

UNABLE TO FORWARD

OTHER

RTS
RETURN TO SENDER

VPC Hold
7/11 8-21



049J82031822
\$05.360
08/16/2006
Mailed From 45202
US POSTAGE

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

ELLEN L TURNER
Plaintiff / Petitioner

-vs/and-

JON H ENTINE
Defendant / Petitioner

Enter. [Signature]

Date: 9-5-2006

Case No. DR0500131

File No. E 233969

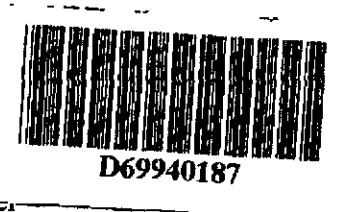
CSEA No. _____

Judge PANICO

ENTRY ON DEFENDANT'S
OBJECTIONS + PLAINTIFF'S
MOTION TO SET ASIDE

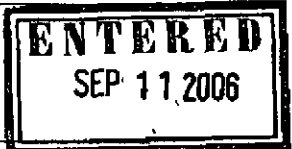
The objections filed by Defendant to the ^{Decision} ~~entry~~ ~~order~~ ~~to~~ ~~be~~ ~~heard~~. The objections all found to be well taken, ^{& all sustained} insofar as the Magistrate must make a decision following the Shulke analysis. The matter is remanded ~~to the Magistrate~~ ^{with} instructions. The Magistrate is instructed to decide the issue under the Shulke decision. by Remand dated August 21, 2006

The motion to set aside is overruled. The Magistrate shall apply Rule 26 to subpoenas issued under Rule 45 to 3rd parties.



Plaintiff / Petitioner

[Signature]
Magistrate JUDGE



Defendant / Petitioner

[Signature]
Attorney for Plaintiff
[Signature]

[Signature]
Attorney for Defendant
#0014333