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



D103868103

Ellen L Turner

Plaintiff

-vs-

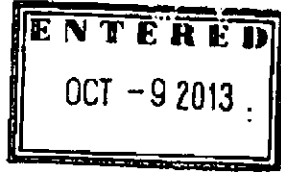
Jon H Entine

Defendant

Case No: DR0500131
File No: E233969
CSEA: 7053135062

MAGISTRATE'S ORDER

Judge: Sieve
Magistrate Theile



An Entry, captioned "General Order of Reference" which is a matter of record in this Court, provides ". . . That all matters be and are hereby referred to a Magistrate in accordance with Rule 53 of Ohio Rules of Civil Procedure".

On August 7, 2013, Defendant/Husband filed a Motion captioned *Motion To Modify/Set Child Support/Health Care Order*. On September 10, 2013, Plaintiff/Wife filed a motion captioned *Motion To Dismiss Father's Motion To Modify/Set Child Support/Health Care Order And For Attorneys' Fees And Expenses*.¹ This motion is being treated as a motion to dismiss pursuant to Civ. R. 12 (B) (6) or as a motion for summary judgment pursuant to Civ.R. 56. The hearing on this motion was conducted on October 8, 2013. Wife was present represented by Wijdan Jreisat, Esquire. Husband was present represented by Robert Meyers, Esquire. Oral arguments were presented, and this magistrate took the matter under submission on that date.

The parties filed a number of motions in 2012 and 2013. These motions were resolved by an agreed entry entered July 29, 2013. This agreed entry was captioned *Agreed Entry Resolving Outstanding Motions*. Husband argues that the issue of child support has not yet been addressed in accordance with the parties' shared parenting plan. Wife argues that part of the consideration for the concessions she made in the agreed entry was that of no child support order. She argues that the doctrine of res judicata requires Husband's motion to be dismissed. Each party submitted evidence establishing the attorney fees each party has incurred regarding these motions.

"(A)s a general rule, a motion to invoke the continuing jurisdiction of a domestic relations court regarding support matters is not barred by res judicata." Moreover, in *Kiehorth v. Kiehorth*, 169 Ohio App.3d 308, 2006 Ohio 5529, ¶ 15, 862 N.E.2d 863, the court found that res judicata should be applied

¹ Each party has filed an additional reply in support of his or her respective position and seeking attorney fees.

with the "strictest of caution in order to prevent a chilling effect on Ohio's legal mechanisms for periodic adjustments to child-support orders."²

"In order for a trial court to dismiss a (motion under Civ. R. 12 (B)(6)) ... it must appear beyond doubt that the (moving party) can prove no set of facts in support of the claim that would entitle the (moving party) to the relief sought. The allegations of the (motion) must be taken as true, and those allegations and any reasonable inferences drawn from them must be construed in the nonmoving party's favor."³

"The defense of res judicata is not properly raised in a motion to dismiss under Civ.R. 12(B)(6) because it requires the consideration of evidence outside the complaint."⁴

No affidavits in accordance with Civ. R 56 have been submitted.

Based upon the evidence presented at the hearing and upon due consideration of the applicable law, the Order of the magistrate is as follows:

Wife's motion to dismiss is denied. There is no award of attorney fees.

This matter has been scheduled for further hearing by separate entry.

Copies of this order have been mailed to the parties or their counsel. This Order is effective immediately. Either party may appeal this order by filing a Motion to Set the Order Aside within ten days of the date this order is entered. The pendency of a Motion to Set the Order Aside does not stay the effectiveness of this order unless the Magistrate or Judge grants a stay.


Magistrate Gregory R Theile 10/08/2013

Copies sent by Clerk of Courts to:

Wijdan Jreisat Esq, Attorney For Plaintiff
2400 Chemed Center
255 E 5th St
Cincinnati, OH. 45202

Robert J Meyers Esq, Attorney For Defendant
105 E 4th St Suite 300
Cincinnati, OH. 45202

² *McNabb v. McNabb*, 2013-Ohio-2158, P22 (Ohio Ct. App., Warren County May 28, 2013)

³ *Ohio Bureau of Workers' Comp. v. McKinley*, 130 Ohio St. 3d 156 (Ohio 2011)

⁴ *Barton v. Realty Corp. of Am.*, 2012-Ohio-1838, P13 (Ohio Ct. App., Cuyahoga County Apr. 26, 2012)

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



Ellen L Turner
Plaintiff

Date: 10/08/2013

Case No. DR0500131

File No. E233969

CSEA No. 7053135062

Judge Sieve

Magistrate Theile

-vs/and-



Jon H Entine
Defendant

MAGISTRATE'S C.I.P. SCHEDULING ORDER

Whereas, additional time for completion of the testimony in this case is required,

IT IS HEREBY ORDERED THAT this case is continued in progress to 11/19/13 at 9:30 AM/PM for 1 hr hour(s), in the Court of Common Pleas, Division of Domestic Relations, Courtroom 2-102, 800 Broadway, Cincinnati, OH 45202, before Magistrate Theile for child support. *or motion to compel*

Further Orders are as follows:

order on plaintiff's motion to be issued separately

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

[Signature]
Magistrate

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

Plaintiff _____ Defendant _____ Other (CSEA / GAL) _____
Attorney for Plaintiff *[Signature]* Attorney for Defendant *[Signature]* Other (CSEA / GAL) _____

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

me

ELLEN L. TURNER,	:	Case No. DR0500131
	:	File No. E233969
Plaintiff,	:	
	:	<u>REPLY IN SUPPORT OF MOTION</u>
v.	:	<u>TO DISMISS FATHER'S MOTION</u>
	:	<u>TO MODIFY/SET CHILD</u>
	:	<u>SUPPORT/HEALTH CARE</u>
	:	<u>ORDER</u>
JOHN H. ENTINE,	:	
	:	Judge Sieve
Defendant.	:	Magistrate Theile

Father's reply to Mother's Motion to Dismiss again attempts to argue that the issue of a separate exchange of payments from one parent to the other was intentionally omitted from the most recent agreement or held open for later decision by the parties. As the docket and this Court's experience demonstrates, no issue in this case has been ignored (no matter the amount at stake). Father claims that there has been no review of the issue of child support since September 2009. Since that time, Father alone has filed over ten different motions with this Court. These have addressed various provisions of the parenting plan and the payments due from Mother (including a motion as to the payment of spousal support filed in the last month in which it was due). Moreover, Father acknowledges that the parties reached an agreement to once again modify the Plan which was entered of record nine days before his most recent motion.

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 TRACY WINLER
 CLERK OF COURTS
 HAMILTON COUNTY, OH

Father hinges his claim on the language in the Separation Agreement that "the matter of child support will be reviewed by the Court or as agreed upon by the parties." He focuses his argument on the review by the Court, ignoring that the parties have

agreed and revisited their arrangements as to the financial support of the child as recently as nine days prior to his motion. The current version of the Plan, as agreed upon by the parties, provides, under the section for Child Support, that “each parent shall be responsible for Maddie’s needs and other expenses while in his/her care, and shall equally share other expenses as set forth elsewhere in this Plan.” Article VII, A. The Agreed Entry entered July 29, 2013 addressed all of these expenses. Although other provisions of the Plan were revised, that section – requiring each parent to be personally responsible for Maddie’s needs rather than requiring one parent to pay the other a sum of support – was not.

So, as of July 29, 2013 (nine days before his motion), Father and Mother had both agreed to the other terms of the Plan and ratified them with specific modifications. Just as the parties accepted the parenting plan schedule in the Plan but only modified a specific provision of it as to Flex Time, so did the parties accept the status quo to date in that Plan that they should each be responsible for Maddie’s needs, without one party paying support to the other, with some modification as to the expenses to be divided.

Father argues that the Agreed Entry only resolved motions pending before the Court. Because no motion for child support was pending, he argues the Agreed Entry could not have addressed it. Though an outgrowth of the pending motions, by its terms and by the parties’ and counsel’s representations to the Court at the time, the Agreed Entry intended to put in place a global revamping of the Plan. It addressed the pending motions and other issues which were not before the Court in an attempt, in the words of the GAL, “to bring peace to the valley.” So, the Agreed Entry amended Article VI(B) of the Plan which addressed health expenses, added a section as to the contributions to



529 plan, reworked the mediation provisions and added a procedure and arbitration requirements for the resolution of expense disputes, and waived and released any claims of contempt, violation, breach, or non-compliance by either party though these additional issues were not the subject of the motions pending. The Agreed Entry addressed almost all the expenses shared by the parties despite the fact that the only motion pending as to expenses was related to summer activities.

Father states he has "no interest in changing the provisions of the Agreed Entry" – provisions that were built on a foundation that "each parent shall be responsible for Maddie's needs and other expenses while in his/her care, and shall equally share other expenses as set forth elsewhere in this Plan" but proceeds to destroy that foundation by asking the Court to have Mother pay an additional \$33,000 in support to Father. That such a result was implicitly or explicitly provided for by the parties is disingenuous at best and claims that the Agreed Entry had no bearing on this question are clearly made in bad faith.

When the parties had not agreed upon their financial arrangements for support of the child, they specifically so stated. The original plan (executed in 2005) provided that: "child support and dependency exemptions have not been resolved by the parties at this time and remain subject to review by the Court." No such language has explicitly held that issue open since then. The language relied upon by Father in the Separation Agreement anticipates that the issue of support could be resolved "as agreed upon by the parties."

Father was well aware, months in advance of the Agreed Entry, of the "change in circumstances" on which he relies – Mother's income. He was certainly fully aware of

that information, relative to his own income, as he negotiated the financial terms related to the child which were incorporated in the Agreed Entry. If you accept Father's position, instead of raising the issue, Father purposefully remained silent while the parties continued to negotiate the financial terms with the understanding that there would be no other exchange of money. Mother certainly would not have consented to many of the terms in the Agreed Entry if Father had disclosed his apparent lack of agreement to the basic premise under which the parties had operated for the last four years. Under the circumstances, Father either did not agree to resolve this material issue of support in which case there was no meeting of the minds as to the Agreed Entry's financial terms or failed to preserve the right to address the issue again despite resolving all the financial issues related to the child.

The statutes governing jurisdiction of the Court as to child support intend to achieve a certain balance between allowing the Court to react to changed circumstances and preserving judicial economy and efficiency by precluding parties from constantly seeking another bite at the apple. The same interest is served by the doctrine of res judicata – be it by issue or claim preclusion. Res judicata is intended to prevent a party from pursuing a claim that was litigated or could have been litigated in order to "provid[e] parties with an incentive to resolve conclusively an entire controversy involving the same core of facts" and "promote the efficient use of limited judicial or quasi-judicial time and resources". *Grava v. Parkman Township*, 73 Ohio St.3d 379, 383-384 (1995).

Father should not be allowed to seek another bite at the apple based on the same circumstances that existed when the last agreement as to the financial

arrangements between the parties related to the child was reached. Father argues a "zero support" order can always be revisited – but doing so requires a change in circumstances (even if minimal) "since the existing order was entered..." *Bright v. Collins*, 2 Ohio App. 3d 421, 423, 442 N.E.2d 822 (10th Dist. 1982); *Vogel v. Vogel*, 1989 Ohio App. LEXIS 2416 at *4 (1st Dist. 1989); *Jennings v. Hollis*, 1993 Ohio App. LEXIS 5797 (5th Dist. 1993). That an order is "is a judgment entered by consent, although predicated upon an agreement between the parties, is an adjudication as effective as if the merits had been litigated and remains, therefore, just as enforceable as any other validly entered judgment." *In re Gilbraith v. Hixson*, 32 Ohio St.3d 127, 129 (1987); *Packer, Thomas & Co. v. Eyster*, 126 Ohio App.3d 109, 118 (7th Dist. 1998). Again, the measuring period for this Court's consideration should be the parties' most recent determination of their financial obligations, nine days before the motion, not four years ago.

What is clear is that the parties once again reviewed and revisited the Plan and, in so doing, removed or altered some provisions while retaining the rest. That the parties agreed upon a financial scheme as between the parents but reserved the right to layer another obligation on one parent without a single change in the circumstances and without any reservation of rights to do so, nine days later, is patently false. Father's attempt to claim otherwise should be rejected for the unwarranted and wasteful exercise it is. If, as he claims, he has no interest in revisiting the Agreed Entry, he should be bound by all its terms including the foundation on which it was built.

As such, Mother again asks the Court to dismiss his motion and grant her fees in defending against it.

Respectfully submitted,



Wijdan Jreisat (0063955)
Trial Attorney for Plaintiff
Katz, Teller, Brant & Hild
255 East Fifth Street, Suite 2400
Cincinnati, Ohio 45202-4787
(513) 721-4532
(513) 762-0021 (facsimile)
wjreisat@katzteller.com


CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing Motion has been served via US Mail this the 8th day of October, 2013 upon:

Robert J. Meyers, Esq.
Buechner Haffer Meyers & Koenig Co., LPA
105 E. Fourth Street, Suite 300
Cincinnati, OH 45202

and

Anne Barry Flottman, Esq.
Wood & Lamping, LLP
600 Vine Street, Suite 2500
Cincinnati, OH 45202



Wijdan Jreisat

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

ELLEN TURNER : CASE NO. DR0500131
Plaintiff : FILE NO. E233969
 : CSEA NO.
Vs. : JUDGE PANIOTO
 : MAGISTRATE THEILE
JON ENTINE :
Defendant : AFFIDAVIT OF ROBERT J. MEYERS
 : IN SUPPORT OF ATTORNEY'S FEES

STATE OF OHIO :
 :SS
COUNTY OF HAMILTON :

I, ROBERT J. MEYERS, duly sworn under oath, state that I am over eighteen (18) years of age, and have personal knowledge of the facts as set forth below:

1. I am trial attorney for Defendant, Jon Entine.
2. I am licensed to practice law in the State of Ohio. My Supreme Court Registration Number is 0014589.
3. I have been licensed in the State of Ohio since 1975. I have been continuously in good standing since then.
4. I have over 35 years of experience practicing as an attorney. I have extensive experience in Domestic Relations matters and have tried cases in Courts in Hamilton, Butler, Clermont, Warren, Montgomery, Clark, Adams and Lawrence Counties in Ohio.
5. I have maintained accurate billing records describing the services rendered, the time spent for services rendered and the legal fees and costs for services rendered in this proceeding. The attached Exhibit "A" is a summary of my time for services rendered on behalf of Defendant from September 10, 2013 through October 4, 2013. This exhibit is incorporated by reference and made a part of this Affidavit.

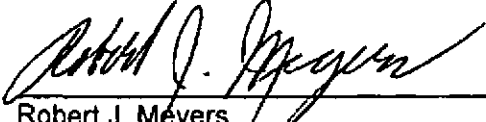
BUECHNER HAFFER
MEYERS & KOENIG
CO., L.P.A.
Suite 300
105 East Fourth Street
Cincinnati, Ohio 45202
(513) 579-1500




D103844739

6. My hourly rate for the representation of Defendant has been \$310.00 per hour.
7. I believe that this hourly rate is reasonable and customary in this locality for this type of legal service for an attorney of my experience.
8. In addition, I anticipate spending an additional 2.0 hours in legal services for preparation and attendance at the hearing taking place on October 8, 2013. These legal services total \$620.00.
9. The time that was spent was reasonable and necessary in order to adequately represent Defendant in this proceeding.
10. Defendant incurred necessary and reasonable attorney's fees and costs in the amount of \$1,252.00.
11. Defendant requests that the Court order Plaintiff, Ellen Turner, to reimburse him \$1,872.00 for these attorney's fees and costs.

FURTHER AFFIANT SAYETH NAUGHT.


Robert J. Meyers
Ohio Reg. No. 0014589

Subscribed and sworn before me this 7th day of October, 2013.

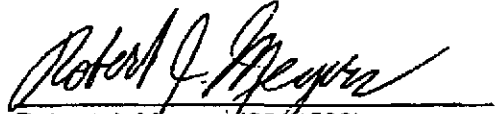

Cynthia G. Seward
Notary Public



CYNTHIA G. SEWARD
Notary Public, State of Ohio
My Commission Expires
February 15, 2015

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Affidavit of Robert J. Meyers in Support of Attorney's Fees was sent via U.S. Mail to Wijdan Jreisat, Attorney for Plaintiff, Katz, Teller, Brant & Hild, 255 East Fifth Street, Suite 2400, Cincinnati, Ohio 45202 on this 7th day of October, 2013.


Robert J. Meyers (0014589)
Attorney for Defendant

BUECHNER HAFFER
MEYERS & KOENIG
CO., L.P.A.
Suite 300
105 East Fourth Street
Cincinnati, Ohio 45202
(513) 579-1500

EXHIBIT A
LEGAL FEES

<u>DATE</u>	<u>DESCRIPTION OF SERVICE</u>	<u>TIME</u>	<u>AMOUNT</u>	<u>ATTORNEY</u>
9/10/13	Review Motion to Dismiss	.20	62.00	RJM
9/19/13	Review pleadings; preparation Reply to Motion to Dismiss.	.30	93.00	RJM
9/23/13	Prepare Reply to Motion to Dismiss.	.40	124.00	RJM
9/24/13	Revisions Reply of Father to Motion to Dismiss.	.30	93.00	RJM
9/24/13	Revisions to Draft Reply Memo.	.20	62.00	RJM
9/24/13	Revise Reply Memo.	.20	62.00	RJM
9/25/13	Revisions to Reply Memo.	.70	217.00	RJM
9/25/13	Revisions to Reply Memo; legal research regarding same; revisions to letter to client.	.40	124.00	RJM
9/27/13	Legal research regarding child support for RJM.	.30	45.00	ACL
9/29/13	Legal research regarding chase law requested by RJM; email to RJM and submitted draft for RJM's review.	.40	60.00	ACL
9/30/13	Review case law in modification of child support; revisions – finalize and file Reply Memo; prepare letter to counsel; copy client.	.70	217.00	RJM
10/4/13	Prepare Affidavit in Support of Attorney's Fees.	.30	<u>93.00</u>	RJM
	Total		1,252.00	

BUECHNER HAFFER
MEYERS & KOENIG
CO., L.P.A.

196167

Suite 300
105 East Fourth Street
Cincinnati, Ohio 45202
(513) 579-1500

() PRE-DECREE (X) POST-DECREE

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

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

ELLEN L. TURNER, : Case No. DR0500131
 : File No. E233969
 Plaintiff, :
 : MOTION TO DISMISS FATHER'S
 : MOTION TO MODIFY/SET CHILD
 v. : SUPPORT/HEALTH CARE
 : ORDER AND FOR ATTORNEYS'
 : FEES AND EXPENSES
 JOHN H. ENTINE, :
 : Judge Sieve
 Defendant. : Magistrate Theile

Nine days after this Court entered an order modifying the shared parenting plan in this case, Defendant John H. Entine ("Father") has moved to set a child support order alleging it was needed "due to a material change in circumstances and to modify as appropriate the health care order". Father's motion must be dismissed as unwarranted as there has been no change of circumstances since the most recent modification of the parenting plan and its financial aspects, and because the claimed change of circumstances alone does not warrant a modification. Moreover, Mother is entitled to her expenses and attorneys' fees in defending against this motion.

: This motion is made pursuant to the accompanying memorandum in support.

Respectfully submitted,

Wijdan Jreisat (0063955)
Trial Attorney for Plaintiff
Katz, Teller, Brant & Hild
255 East Fifth Street, Suite 2400
Cincinnati, Ohio 45202-4787
Telephone: (513) 721-4532
Facsimile: (513) 762-0021
wjreisat@katzteller.com

TRACY WICKLER
CLERK OF COURTS
HAMILTON COUNTY, OH

2013 SEP 10 A 10:44

FILED



D103494640

SECURITY FOR COSTS IN THE SUM OF \$ 125.00
03955

MEMORANDUM IN SUPPORT

Father has filed a motion asking the Court to modify or set a child support order. In his motion, Father implies that the Court and/or the parties had simply overlooked the issue of setting a support order and that one had not been established and/or should now be modified. In support, Father notes that "it was recently discovered that Mother is now employed on a full time basis . . . and is earning \$300,000 per year in base salary and she may earn bonuses of up to an additional \$100,000 per year." This was based on Mother's testimony in a hearing before this Court on April 24, 2013.

As this Court is well aware, this case has been active long after the initial decrees were issued terminating the marriage and implementing a shared parenting plan. The Final Decree of Shared Parenting was entered on November 13, 2006. Since then, the parties have been in court every single year on various motions. In fact, the parties had twelve separate motions relating to various aspects of and/or violations of the Shared Parenting Plan (the "SPP") pending this summer. Those motions were resolved, in part, by modification of the SPP. The parties submitted an Agreed Entry modifying the SPP which was entered by the Court on July 29, 2013.

That modification addressed not only issues which had been raised in the pending motions, but restructured the SPP to address both monetary and non-monetary aspects of it. Rather than limit the modification to the issues specifically raised in the motions pending before the Court, the parties addressed other provisions of the SPP in the hopes of lessening the areas of possible conflict and avoiding further resort to Court. In short, as the parties advised the Court at the time, the modification was intended to

bring "peace to the valley". Nine days later, however, Father brought the parties right back where they were – in litigation over issues regarding the SPP.

As set forth in Father's recitation of the facts in his motion, the original SPP reserved the issue of child support and dependent exemptions for resolution by the parties and review by the court. The Modified Shared Parenting Plan which was entered as of December 9, 2008 resolved those issues by an agreement of the parties which was approved by the Court. It specified that the parties would each be "responsible for Maddie's needs and other expenses while in his/her care" and further provided that they "equally share other expenses as set forth elsewhere in this Plan." Contrary to Father's disingenuous claims, the parents' financial responsibilities to support the child has not only addressed but has been revisited and reiterated in orders entered since the termination of the spousal support being paid from Mother to Father. Specifically, the same approach agreed upon in 2008 was agreed upon and entered as a court order twice after the spousal support ended in the two subsequent modifications entered by the parties on September 7, 2012 (effective June 28, 2012) and, again, on July 29, 2013.

The Ohio child support modification statute, R.C. 3119.79, requires a substantial change of circumstances. Putting aside the bad faith involved in proceeding to file a motion nine days later, Plaintiff asks the Court to resolve the issue on legal grounds without further consideration. No such change, substantial or otherwise, has occurred. "[A] court may not modify a previous modification when there is an identical state of facts before the court." *In re Clayton*, 1991 Ohio App. LEXIS 1904, 1991 WL 69347 (3rd Dist. 1991) (citing *Blank v. Blank*, 9 N.E. 2d 868 (6th Dist. 1937)).

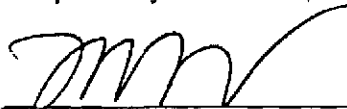
The parties in the present case agreed on the sharing of expenses, with an understanding that they were not exchanging additional support payments, and confirmed that in the most recent modification of the SPP evidenced by the entry issued July 29, 2013. The modification addressed all financial aspects of the SPP – medical, dental, hospital, prescription, optical, psychological, psychiatric and orthodontic expenses, expenses for the child’s activities, expenses for summer activities, even contributions to a 529 plan. It is clear that these modifications addressed the payments due from one parent to the other to support the child. Father’s motion seeks to modify that order nine days later without any change in circumstances in the intervening nine days. “It is only logical that modification of an existing order for child support be viewed in the context of whether or not circumstances have changed since the existing order was entered...” *Bright v. Collins*, 2 Ohio App. 3d 421, 423, 442 N.E.2d 822 (10th Dist. 1982); *Vogel v. Vogel*, 1989 Ohio App. LEXIS 2416 at *4 (1st Dist. 1989); *Jennings v. Hollis*, 1993 Ohio App. LEXIS 5797 (5th Dist. 1993).

At its core, there is no claim (in fact, none possible), that there was a substantial change of circumstances in the intervening nine days. Father relies on Mother’s new employment as his claimed change of circumstances. Yet, at the time of the most recent modification, Father was aware of Mother’s current job and income level and had been so aware for over three months. Thus, though Father alleges a change of circumstances occurred, this change was known to Father for months prior to the latest modification. As such, Father’s motion should be dismissed.

This motion is yet another effort by Father to harass Mother and to pursue needless litigation in an effort to continue to engage her attention. This will result in

Mother incurring needless expenses in time away from work and in fees and costs expended in responding to and defending against Father's actions. As such, Mother moves that Father's motion be dismissed and asks that that she be granted her fees, costs and expenses in defending this matter.

Respectfully submitted,



Wijdan Jreisat (0063955)
Trial Attorney for Plaintiff
Katz, Teller, Brant & Hild
255 East Fifth Street, Suite 2400
Cincinnati, Ohio 45202-4787
(513) 721-4532
(513) 762-0021 (facsimile)
wjreisat@katzteller.com

NOTICE OF HEARING

You are hereby advised that a hearing has been set on the above Motion beginning on October 8, 2013 at 1:30 p.m. for one hour before Magistrate Theile of the Domestic Relations Court, 800 Broadway, Cincinnati, Ohio 45202.



Wijdan Jreisat

CERTIFICATE OF SERVICE

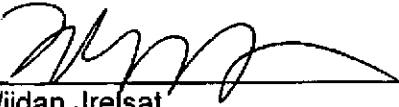
The undersigned hereby certifies that a true and accurate copy of the foregoing

Motion has been served via US Mail this the 9th day of September, 2013 upon:

Robert J. Meyers, Esq.
Buechner Haffer Meyers & Koenig Co., LPA
105 E. Fourth Street, Suite 300
Cincinnati, OH 45202

and

Anne Barry Flottman, Esq.
Wood & Lamping, LLP
600 Vine Street, Suite 2500
Cincinnati, OH 45202



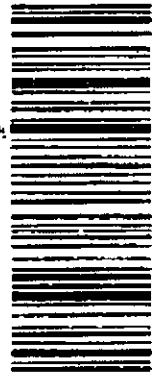
Wijdan Jreilat

KTBH: 4834-3976-1173, v. 1

TRACY WINKLER
300 MAIN STREET ROOM 315
CINCINNATI OH 45202
DOMESTIC RELATIONS

CERTIFIED MAIL

049J82053402
\$ 05.87
08/09/2013
Mailed From 45202
US POSTAGE



7194 5168 6310 0682 3796

4347
LN 8-10-13



D1033445364

08/09/2013 MOTION
DR0500131 P 1WAY
ELLEN L TURNER
6720 CAMARIDGE LN
CINCINNATI OH 45243

REGULAR MAIL SENT

AUG 29 2013

NIXIE 430 SE 1009 7008/22/13

RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD

BC: 45202128790 *0746-01297-22-36

452433810201287

**Hamilton County Court of Common Pleas
Division of Domestic Relations
Hamilton County, Ohio**

ELLEN L. TURNER

PLAINTIFF,

CASE NO. DR0500131

Vs.

JON H. ENTINE

DEFENDANT.

**WRITTEN REQUEST FOR SERVICE
(TYPE OF PAPERS BEING SERVED)**

Motion to Modify/Set Child Support/Health Care Order, Affidavit of Income, Expenses and Financial Disclosure, Group Health Insurance Affidavit, IVD Application, Support Account Data Form and Cash Medical Support Order

DEFENDANT REQUESTS:

CERTIFIED MAIL SERVICE

REGULAR MAIL SERVICE

PERSONAL SERVICE

RESIDENCE SERVICE

PROCESS SERVICE

FOREIGN SHERIFF

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

FILED
2013 AUG - 8 P 2:28
TRACY WINKLER
CLERK OF COURTS
HAMILTON, OH

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

Ellen L. Turner
6720 Camaridge Lane
Cincinnati, Ohio 45243



Robert J. Meyers, Esq.
ATTORNEY

(513) 579-1500
PHONE NUMBER

105 E. Fourth Street, Suite 300
Cincinnati, Ohio 45202
ADDRESS

0014589
ATTORNEY NUMBER

SECURITY FOR COSTS IN THE SUM OF \$ 125⁰⁰
DEPOSITED BY 14589

() PRE-DECREE () POST DECREE
() Chg. of Cust.
COURT OF COMMON PLEAS) Vis. Enforce/Mod.
DIVISION OF DOMESTIC RELATIONS) Sup. Enforce/Mod.
HAMILTON COUNTY, OHIO () Others

ELLEN L. TURNER

Plaintiff

vs.

JON H. ENTINE

Defendant

CASE NO. DR0500131
FILE NO. E233969

JUDGE SIEVE
MAGISTRATE THEILE

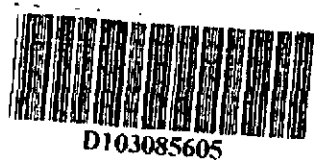
MOTION TO MODIFY/SET
CHILD SUPPORT/HEALTH
CARE ORDER

SERVE CSEA

FILED
2013 AUG -
CLERK OF COURT
HAMILTON COUNTY, OHIO

Now comes Defendant, Jon H. Entine ("Father") by and through counsel, and moves this Court for an order to set an appropriate child support order due to a material change in circumstances and to modify as appropriate the health care order. This motion is supported by the accompanying Memorandum of Law.

Robert J. Meyers (00/4589)
Attorney for Defendant
BUECHNER HAFER
MEYERS & KOENIG CO., L.P.A.
105 East Fourth Street, Suite 300
Cincinnati, Ohio 45202-4057
Telephone: (513) 579-1500
Facsimile: (513) 977-4361
rmeyers@bhmklaw.com



BUECHNER HAFER
MEYERS & KOENIG
CO., L.P.A.
Suite 300
105 East Fourth Street
Cincinnati, Ohio 45202
(513) 579-1500

MEMORANDUM

A Final Decree of Shared Parenting between Father and Plaintiff, Ellen Turner ("Mother") incorporating the parties Shared Parenting Plan, was entered of record on November 13, 2006. The Plan was executed by the parties on November 30, 2005. It provided as follows with regard to child support under Article V(A):

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

A Decree of Divorce was also entered of record on November 13, 2006. The parties' Separation Agreement, which was incorporated in the Decree of Divorce, provided as to child support as follows under Section 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."

The Separation Agreement further provided for Class I Spousal Support, under Section 4.2(A), to be paid by Mother to Father in the sum of \$3,000 per month commencing on October 1, 2006, for a period of 36 months, and terminating on September 30, 2009.

A Modified Shared Parenting Plan was entered of record on December 9, 2008. This Modified Shared Parenting Plan did not establish or change the child support order. There is a handwritten notation on Page 1 of the Modified Shared Parenting Plan which states "no change in support".

The Class 1 Spousal Support terminated on September 30, 2009. Since that time, the Court has not reviewed child support and a child support order has not been established by agreement of the parties.

Father requests that the Court now review the issue of child support and establish a child support order payable by Mother to Father.

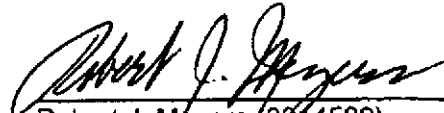
It was recently discovered that Mother is now employed on a full time basis by AC Neilson Company and is earning \$300,000 per year in base salary and she may earn bonuses of up to an additional \$100,000 per year. Father estimates that Mother's annual income is at least \$333,333.

Father provides the health insurance for the parties' minor child and the cost to provide health insurance for the parties' minor child is shared by the parents.

Father has attached hereto as Exhibit "A" a proposed Child Support Worksheet based on his current annual income of \$145,150 and Mother's estimated annual income of \$333,333.

WHEREFORE, Father respectfully requests that the Court grant his Motion due to the change in circumstances as set forth above and order that Mother be required to pay an appropriate amount of child support in accordance with the Child Support Worksheet attached hereto. Father also requests that the cost for health insurance be allocated as part of the child support worksheet and that uninsured medical expenses be appropriately allocated based on the percent of each parent's income to the total income.

Respectfully submitted,




Robert J. Meyers (0014589)
Attorney for Defendant
BUECHNER HAFFER
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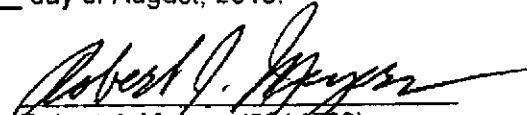
NOTICE OF HEARING

Please take notice that this Motion ^{in support} will be heard on the 8th day of Oct, 2013 at 1:30 A.M./P.M. for 1 hr (length), before Magistrate Thiele, of the Hamilton County Domestic Relations Court, 880 Broadway, Cincinnati, Ohio.


Robert J. Meyers (0014589)
Attorney for Defendant

CERTIFICATE OF SERVICE

Please cause a copy of the foregoing Motion to Establish a Child Support Order has been served upon Wijdan Jreisat, Esq., Attorney for Plaintiff, Katz, Teller, Brant & Hild, 255 E. Fifth Street, Suite 2400, Cincinnati, Ohio 45202, and Anne B. Flottman, Esq., Guardian Ad Litem, Wood & Lamping LLP, 600 Vine Street, Suite 2500, Cincinnati, Ohio 45202 by regular U.S. mail, postage prepaid, this 7th day of August, 2013.


Robert J. Meyers (0014589)
Attorney for Defendant

CHILD SUPPORT COMPUTATION WORKSHEET SOLE RESIDENTIAL PARENT OR SHARED PARENTING ORDER

Name of Parties: Jon H. Entine & Ellen L. Turner

Case No: DR0500131

Date:

Number of Minor Children: 1

The following parent was designated as residential parent and legal custodian:

- Mother - Father - Shared If Shared, Obligor is -Mother; -Father

	Column I FATHER	Column II MOTHER	Column III COMBINED
--	--------------------	---------------------	------------------------

INCOME

1a Annual gross income from employment or, when determined appropriate by the Court or Agency, average annual gross income from employment over a reasonable period of years. (exclude overtime and bonuses, self employment income, or commissions)

Income Estimator Information	
<input type="checkbox"/> Minimum wage	<input type="checkbox"/> Minimum wage
OR	
Estimated gross income using YTD:	
0.00	- Date
	- Amount:
0.00	- Frequency:
0.00	300,000.00

1b Amount of overtime, bonuses, and commissions

	Father	Mother
Year. 3 (3 years ago)	0.00	0.00
Year. 2 (2 years ago)	0.00	0.00
Year 1 (Last calendar year)	0.00	100,000.00
Average:	0.00	33,333.33

(Include in Column I and/or Column II the average of the three years or the Year 1 amount whichever is less, if there exists a reasonable expectation that the total earnings from overtime and/or bonuses during the current calendar year will meet or exceed the amount that is the lower of the average of the three years or the Year 1 amount. If, however, there exists a reasonable expectation that the total earnings from overtime/bonuses during the current calendar year will be less than the lower of the average of the three years or the Year 1 amount, include only the amount reasonably expected to be earned this year.)

	0.00	33,333.33
--	------	-----------

2 For self-employment income:

a Gross receipts from business	240,025.00	0.00
b Ordinary and necessary business expenses	90,008.00	0.00
c 5.6% of adjusted gross income or the actual marginal difference between the actual rate paid by the self-employed individual and the F.I.C.A. rate	8,400.95	0.00
d Adjusted gross income from self-employment (subtract the sum of 2b and 2c from 2a)	141,616.05	0.00

Father: Jon H. Entine
 Mother: Ellen L. Turner

Case No.: DR0500131
 Date: 8/6/2013

Sole Residential Parent or Shared Parenting Worksheet - Page 2

	Column I FATHER	Column II MOTHER	Column III COMBINED
3 Annual income from interest and dividends (whether or not taxable)	0.00	0.00	
4 Annual income from unemployment compensation	0.00	0.00	
5 Annual income from workers' compensation, disability insurance benefits, or social security disability/retirement benefits	0.00	0.00	
6 Other annual income (identify) GE Pension	3,534.00	0.00	
7a Total annual gross income (add lines 1a, 1b, 2d, and 3 - 6)	145,150.05	333,333.33	
7b Health insurance maximum (multiply line 7a by 5%) Annual Contributing Cost Differential (see Line 7b help topic for more information)	7,257.50	16,666.67	
	0.00	0.00	

ADJUSTMENTS TO INCOME

8 Adjustment for minor children born to or adopted by either parent and another parent who are living with this parent; adjustment does not apply to stepchildren (number of children times federal income tax exemption less child support received, not to exceed the federal tax exemption)	Number of other children: Federal tax exemption (see related help topic for more yearly values): 3,900.00 3,900.00 Support received: 0.00 0.00 0.00 0.00		
9 Annual court-ordered support paid for other children	0.00	0.00	
10 Annual court-ordered spousal support paid to any spouse or former spouse	0.00	0.00	
11 Amount of local income taxes actually paid or estimated to be paid.	Total wages subject to local income tax: 141,616.05 333,333.33 Percentage to apply: 2.00% 2.00% 2,832.32 6,666.67		
12 Mandatory work-related deductions such as union dues, uniform fees, etc. (not including taxes, social security, or retirement)	0.00	0.00	
13 Total gross income adjustments (add lines 8 through 12)	2,832.32	6,666.67	
14a Adjusted annual gross income (subtract line 13 from line 7a)	142,317.73	326,666.66	

Father: Jon H. Entine
 Mother: Ellen L. Turner

Case No.: DR0500131
 Date: 8/6/2013

Sole Residential Parent or Shared Parenting Worksheet - Page 4

	Column I FATHER	Column II MOTHER	Column III COMBINED
20a Marginal, out-of-pocket costs, necessary to provide for health insurance for the children who are the subject of this order (contributing cost of private family health insurance, minus the contributing cost of private single health insurance, divided by the total number of dependents covered by the plan, including the children subject of the support order, times the number of children subject of the support order)	1,668.00	0.00	
20b Cash medical support obligation (enter the amount on line 14b or the amount of annual health care expenditures estimated by the United States Department of Agriculture and described in section 3119.30 of the Revised Code, whichever amount is lower).			
			See the cash medical support help topic if you'd like additional information about line 20b
	0.00	1,332.00	
21 ADJUSTMENTS TO CHILD SUPPORT WHEN HEALTH INSURANCE IS PROVIDED:			
a Father (only if obligor or shared parenting) Additions: line 16a times sum of amounts shown on line 19, Column II and line 20a, Column II	0.00		
b Mother (only if obligor or shared parenting) Additions: line 16b times sum of amounts shown on line 19, Column I and line 20a, Column I		1,161.76	
c Father (only if obligor or shared parenting) Subtractions: line 16b times sum of amounts shown on line 19, Column I and line 20a, Column I	1,161.76		
d Mother (only if obligor or shared parenting) Subtractions: line 16a times sum of amounts shown on line 19, Column II and line 20a, Column II		0.00	
22 OBLIGATION AFTER ADJUSTMENTS TO CHILD SUPPORT WHEN HEALTH INSURANCE IS PROVIDED			
a Father Line 18a plus or minus the difference between line 21a minus line 21c	0.00		
b Mother Line 18b plus or minus the difference between line 21b minus line 21d		34,301.24	
23 ACTUAL ANNUAL OBLIGATION WHEN HEALTH INSURANCE IS PROVIDED			
a (Line 22a or line 22b, whichever line corresponds to the parent who is the obligor)	0.00	34,301.24	
b Any non-means-tested benefits, including social security and veterans' benefits, paid to and received by a child or a person on behalf of the child due to death, disability, or retirement of the parent.	0.00	0.00	

Father: Jon H. Entline
Mother: Ellen L. Turner

Case No.: DR0500131
Date: 8/6/2013

Sole Residential Parent or Shared Parenting Worksheet - Page 5

	Column I FATHER	Column II MOTHER	Column III COMBINED
c Actual annual obligation (subtract line 23b from line 23a)	0.00	34,301.24	
24 ADJUSTMENTS TO CHILD SUPPORT WHEN INSURANCE IS NOT PROVIDED:			
a Father (only if obligor or shared parenting) Additions: line 16a times the sum of the amounts shown on line 19, Column II and line 20b, Column II	0.00		
b Mother (only if obligor or shared parenting) Additions: line 16b times sum of amounts shown on line 19, Column I and line 20b, Column I		0.00	
c Father (only if obligor or shared parenting) Subtractions: line 16b times sum of amounts shown on line 19, Column I and line 20b, Column I	0.00		
d Mother (only if obligor or shared parenting) Subtractions: line 16a times sum of amounts shown on line 19, Column II and line 20b, Column II		404.26	
25 OBLIGATION AFTER ADJUSTMENTS TO CHILD SUPPORT WHEN HEALTH INSURANCE IS NOT PROVIDED			
a Father Line 18a plus or minus the difference between line 24a minus line 24c	0.00		
b Mother Line 18b plus or minus the difference between line 24b minus line 24d		32,735.22	
26 ACTUAL ANNUAL OBLIGATION WHEN HEALTH INSURANCE IS NOT PROVIDED			
a (Line 25a or line 25b, whichever line corresponds to the parent who is the obligor)	0.00	32,735.22	
b Any non-means-tested benefits, including social security and veterans' benefits, paid to and received by a child or a person on behalf of the child due to death, disability, or retirement of the parent.	0.00	0.00	
c Actual annual obligation (subtract line 26b from line 26a)	0.00	32,735.22	
27a Deviation from sole residential parent support amount shown on line 23c if amount would be unjust or inappropriate: (see section 3119.23 of the Revised Code.) (specific facts and monetary value must be stated.)	0.00	0.00	

Father: Jon H. Entine
Mother: Ellen L. Turner

Case No.: DR0500131
Date: 8/6/2013

Sole Residential Parent or Shared Parenting Worksheet - Page 6

Column I
FATHER

Column II
MOTHER

Column III
COMBINED

b Deviation from shared parenting order: (see sections 3119.23 and 3119.24 of the Revised Code.) (Specific facts including amount of time children spend with each parent, ability of each parent to maintain adequate housing for children, and each parent's expenses for children must be stated to justify deviation.)

Choose method for determining amount of deviation:

Manual - enter your own adjustment of child due to extraordinary circumstances.
0.00 0.00

Use one of the adjustment algorithms below. See *Specific Line 27 Instructions for more info*

Offset annual obligations against each other (*Weinberger, Fembeck, Luke*).
 Deviate by straight time of possession applied against combined annual obligation
Enter percentage: 0.00% 0.00%

Deviate by straight time of possession applied against obligor's annual obligation. (*Copas*) - Enter percentage: 0.00% 0.00%

Include "adjustments" in deviation.

Erase obligation.

Adjustment (+/-) of father
Adjustment (+/-) of mother

0.00 0.00

28 **FINAL CHILD SUPPORT FIGURE** (This amount reflects final annual child support obligation; in Col I, enter line 23c plus or minus any amounts indicated in line 27a or 27b; in Col II, enter line 26c plus or minus any amounts indicated in line 27a or 27b)

WHEN HEALTH INSURANCE IS PROVIDED: 34,301.24

WHEN HEALTH INSURANCE IS NOT PROVIDED: 32,735.22

Obligor:
 - Father
 - Mother

29 **FOR DECREE**
Child support per month (divide obligor's annual share, line 28, by 12)
... without processing charge
... processing charge
... including processing charge

Enter processing charge as a percent: 2.00%
or
Monthly flat fee: 0.00

2,858.44	2,727.93
57.17	54.56
2,915.61	2,782.49

30 **FINAL CASH MEDICAL SUPPORT FIGURE:** (this amount reflects the final, annual cash medical support to be paid by the obligor when neither parent provides health insurance coverage for the child; enter obligor's cash medical support amount from line 20b)

1,332.00

31 **FOR DECREE:** Cash medical support per month (divide line 30 by 12)

without processing charge	-	111.00
processing charge -	-	2.22
including processing charge -	-	113.22

Prepared by:


Counsel: _____
(For -mother, -father)

Pro Se: _____

CSEA: _____

Other: _____

Worksheet has been reviewed and agreed to:


Father Jon H. Entine

Date

Mother Ellen L. Turner

Date

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



D103085630

Ellen L. Turner
 Plaintiff

Date: _____

Address: 6720 Camaridge
Cincinnati Ohio 45222

Case No. DR0500131

File No. E233969

-vs/and-

CSEA No. _____

Jon H. Entine
 Defendant

Judge Sieve

Address: 6255 S. Clippinger Drive
Cincinnati, Ohio 45243

**AFFIDAVIT OF INCOME, EXPENSES
 AND FINANCIAL DISCLOSURE**

STATE OF OHIO, SS:

Now comes Jon H. Entine affiant herein, and having been duly cautioned and sworn, states that he/she has been advised that this affidavit may be used for any or all of the following purposes: (1) to make complete disclosure of affiant's income, liabilities and expenses; (2) to assist in determining orders of child support or spousal support when applicable or any changes thereto; and (3) to provide for the issuance of the appropriate deduction order for support.

Minor and/or Dependent Children of this Marriage:

Madeleine Rose Entine age 15 is residing with Father & Mother
 _____ age _____ is residing with _____
 _____ age _____ is residing with _____
GROSS YEARLY INCOME

SECTION I

Husband (1)

Yes Employed Wife (2) Yes

\$ 150,017.00 Actual Base Yearly Wages Estimate

\$ _____ Yearly Averages Overtime, Commission & Bonus Income

Self Employer Ac Nielson Company

6255 S Clippinger Dr Payroll Address

Cincinnati Oh 45243 City, State, Zip

..... Scheduled Paychecks Per Year

\$ 0.00 Unemployment Benefits \$ 0.00

\$ _____ Workers' Compensation \$ 0.00

..... Social Security or Other Disability Benefits \$ 0.00
 List Sources in Section D-2

\$ 0.00 Spousal Support Received \$ 0.00

..... Interest / Dividend Income \$ 0.00
 List Source in Section D-2

..... Public Assistance or (\$ 0.00)
 Income Supplement Security

..... Other Income Received \$ _____
 List Source in Section III-B

\$ 153,551.00 **TOTAL YEARLY INCOME** \$ 100,000.00

TRACY WINKLER
 CLERK OF COURTS
 HAMILTON COUNTY, OHIO
 2013 AUG - 7 A
 FILED

Husband (1)

Wife (2)

ANNUAL INCOME, OVERTIME AND BONUSES EARNED (Past Three Years)

Table with columns for Base Income and Overtime and/or Bonuses for years 2010, 2011, and 2012. Values include \$98,252, \$162,860.00, and \$154,100.00.

ADJUSTMENTS

Court Ordered Support Paid for other child(ren) \$0.00 per year

Court Ordered Spousal Support Paid to a Former Spouse \$0.00 per year

Number of Other Dependent

1 Children living with the Party (Excluding Unadopted Step Children)

Child Support Received for Other Dependent Children Indicated Immediately Above \$0.00 per year

Health Insurance Premium Paid by Party if Children Included \$825 per year

For Post Decree Modifications Only

Gross Income of Current Spouse or Other Contributor in Household \$ per year

SECTION II AFFIANT'S MONTHLY EXPENSES

List expenses below for your present household. There are 1 adults and 1 children in my household.

A. Housing:

- 1. Rent or Mortgage (including taxes and insurance) \$ 4,590.27
2. Utilities: a. Gas & Electric \$ 415.00, b. Water & Sewer \$ 195.00, c. Telephone (excluding long distance) \$ 161.83, d. Trash Collection \$, e. Cable Television and Internet \$ 185.00
3. Other Repairs and maintenance \$ 508.25
Snow Removal/Spring clean-up & fertilizing/limb trimming/internet \$ 245.00

TOTAL HOUSING \$ 6,380.02 (A)

B. Other

- 1. Car Repairs and License \$ 133.00
2. Insurance: \$ 73.11
3. Medical Expenses (not covered by insurance) \$ 950.00
4. Clothing \$ 625.00
5. Grocery Items (to include food, laundry and cleaning products/toiletries, etc.) \$ 220.00
6. Child Related Expenses \$
a. (employment related only) \$ 120.00
b. Other Supplies, activities, fees \$ 335.00
7. Gasoline & Oil \$ 92.50
8. Other: CPA-- \$90.75
legal--\$2650 \$ 2,740.75

MONTHLY TOTAL \$ 5,289.36 (B)

C. MONTHLY INSTALLMENT PAYMENTS

(Do not list expenses previously listed in Section B)

To Whom Paid	Purpose	Balance Due	Monthly Payment
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
MONTHLY TOTAL			\$ <u>0.00</u> (C)
GRAND TOTAL MONTHLY EXPENSE (Sum A,B,C, plus D (optional))			\$ <u>15,444.38</u>

SECTION III FINANCIAL DISCLOSURE

A. List all funds on deposit in any and all accounts, in any bank, savings & loan, credit union, regulated investment company, mutual fund or other financial institution. Account includes any of the following: checking, certificate of deposit ("CD"), investment, savings, individual retirement ("IRA"), stock option, etc. Attach additional pages if needed.

Name & Address of Financial Institution	Account No.	Name(s) on Account	Balance Date of this Affidavit
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

B. Other income source listed in Section I (i.e., retirement / pension benefits, disability income, interests dividend income, rentals, annuities, etc. not listed in Section III-A). Attach additional pages if needed. Need not complete pre-decree.

Name & Address of Source	Identifying Description (Account No., Claim No., etc.)	Income or Benefits
GE Pension		\$ <u>441.72</u> per month

SECTION IV OTHER ASSETS AND LUMP SUM INCOME

1. Describe assets of more than \$1,000 in value not otherwise listed in this affidavit (equity in real estate, stocks, bonds, other investments, etc.). Attach additional pages if needed.

(a)	Value \$ _____
(b)	\$ _____
(c)	\$ _____

2. List any lump sum income (bonus), gifts, inheritance, etc.) in excess of \$500, expected to be received within the next six months, not otherwise listed in this affidavit. Attach additional pages if needed.

Source	Value \$ <u>0.00</u>
Address	

Affiant state that the information contained herein is complete and accurate to the best of his/her information, knowledge or belief under penalty of law.

Attorney for _____

[Signature]
 Affiant Plaintiff / Petitioner (1)
 Defendant / Petitioner (2)

Sworn to and subscribed on my presence this 6th day of August, 2013.



CYNTHIA G. SEWARD
 Notary Public, State of Ohio
 My Commission Expires
 February 15, 2015

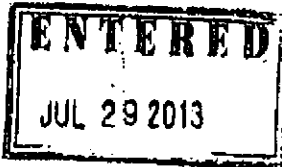
[Signature]
 Notary Public
 My commission expires Feb. 15, 2015

D. OPTIONAL

(Additional Monthly Expenses)

Complete if an award of spousal support is at issue or in the event that you are seeking a significant deviation from the child support schedule.

1. Special and Unusual Needs of the Children, Specify	\$ _____
2. Extraordinary Parenting Time -Related Travel Expenses	_____
3. Extraordinary Obligations to other children, minor and handicapped, not step-children	_____
4. Mandatory Deduction from Wages (Not taxes, Social Security)	_____
5. Hair Care, Dry Cleaning	<u>\$45.00</u>
6. Newspapers, Periodicals, and Books	<u>\$155.00</u>
7. Child Care (not employment related)	_____
8. Children's School Lunch Program	_____
9. Children's Allowances, Activities	<u>\$950.00</u>
10. Tuition (for Minor Children or Self)	_____
11. Entertainment	<u>\$120.00</u>
12. Contributions	<u>\$210.00</u>
13. Additional Taxes Paid (not from wages)	_____
14. Memberships (Associations, Clubs)	<u>\$375.00</u>
15. Travel, Vacations	<u>\$850.00</u>
16. Water Softener	_____
17. House Repairs	<u>\$350.00</u>
18. Housekeeping	<u>\$200.00</u>
19. Lawn Service	<u>\$90.00</u>
20. Other (Specify) Madrichim and Kulanu (high school) membership	<u>\$210.00</u>
window cleaning	<u>\$75.00</u>
Pet care	<u>\$145.00</u>
TOTAL OTHER EXPENSES (D)	<u>\$3,775.00</u>



D102965332

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

ELLEN L. TURNER

Plaintiff

vs.

JON H. ENTINE

Defendant

CASE NO. DR0500131

FILE NO. E233969

AGREED ENTRY RESOLVING
OUTSTANDING MOTIONS

JUDGE SIEVE

MAGISTRATE THEILE

The Plaintiff Ellen L. Turner ("Mother") and the Defendant Jon H. Entine ("Jon") hereby agree as follows:

RECITALS

A. On December 9, 2008, this Court entered a Modified Shared Parenting Plan ("Plan") which modified the original plan issued as part of the Decree of Shared Parenting entered November 13, 2006 for the minor child, Madeleine Entine ("Maddie").

B. On September 7, 2012 the Plan was modified by an Agreed Entry Modifying Modified Shared Parenting Plan effective June 28, 2012. The Plan, as modified by that entry, shall be referred to as the MSPP.

C. On January 9, 2013 Father filed a Motion to Modify Shared Parenting Plan.

D. On February 4, 2013 Mother filed Plaintiff's Motion for Psychological Examination and Evaluation; Plaintiff's Motion to Re-Allocate Fee of Guardian Ad Litem and Plaintiff's Motion for Sanctions and for Defendant to Show Cause Why He Should Not be Held in Contempt for Violating the Provisions of the Modified Shared Parenting

Plan which was amended by Plaintiff's Amended Motion for Sanctions, for Defendant to Show Cause Why He Should Not be Held in Contempt, or, in the Alternative, for Enforcement and/or Breach of In Court Settlement as to Modified Shared Parenting Plan and For Attorneys Fees filed July 12, 2013.

E. On March 12, 2013 Father filed a Request for Interview of a Minor Child.

F. On March 20, 2013 Mother filed Plaintiff's Motion to Further Modify the Provisions of the Modified Shared Parenting Plan.

G. On April 12, 2013 Father filed a Motion to Modify Shared Parenting Plan and Reply to Mother's Motion to Modify Plan.

H. On April 17, 2013 Father filed a Motion to Find Mother in Contempt of Agreed Entry and Modified Shared Parenting Plan.

I. On May 30, 2013 the Guardian Ad Litem filed a Motion to Quash Subpoena of Rita Robertson, M.S.W. and Motion for Protective Order.

J. On June 21, 2013 Father filed a Motion to Hold Mother in Contempt for Violations of the Modified Shared Parenting Plan.

K. On July 2, 2013, Father filed a Motion to Compel Rita Robertson, M.S.W. to Comply with Defendant's Subpoena Duces Tecum. On July 22, 2013, Mother filed Plaintiff's Memorandum in Opposition to Motion to Compel and Request to Quash and for Protective Order.

L. On July 15, 2013, Father filed a Motion to Modify the Modified Shared Parenting Plan As Modified by the Agreed Entry Entered on September 7, 2012.

M. On July 22, Mother filed a Motion to Dismiss Father's Motion for Contempt and For Expense of Defending.

N. The parties have agreed to resolve the issues raised in those motions currently scheduled for hearing on July 24, 2013 at 9:00 a.m. on the terms below.

AGREEMENT AND RESOLUTION OF MOTIONS

1. The MSPP shall be further modified, effective August 1, 2013, by adding the following subparagraphs to **Article I, Paragraph R**:

R. (4) Twice a month during unscheduled parenting time (i.e. that does not conflict with planned events, activities, lessons, etc.) Maddie may choose a period of approximately three hours during which she can arrange her parenting schedule to spend time with the other parent ("Flex Time"). If Maddie does not ask for Flex Time, there is no obligation to provide it.

R. (5) Flex Time can occur during the school week or weekends, but not during vacation time or holidays. In addition, Flex Time cannot conflict with planned events, activities, lessons, etc.

R. (6) Flex Time is not reimbursable, meaning the parent who might "lose" time with Maddie will not receive any future time as compensation.

R. (7) In advance of exercising this Flex Time, Maddie shall e-mail both parents to advise that she is exercising this time and to confirm the non-residential parent's availability.

R. (8) There is no obligation for the residential parent to provide transportation for Maddie to/from the other parent in order for Maddie to exercise this Flex Time.

R. (9) Neither parent will suggest an activity to Maddie for which she may want to exercise Flex Time without first speaking with and obtaining the approval of the other parent. As with other communications on modifications, if a parent suggests an activity and reviews the matter with the other parent and if the other parent denies the request, that will be the end of the discussion and no communication shall be made to Maddie as to the suggested activity or the declination of the other parent.

2. **Article III (B) of the Plan** includes the sentence that "The parents shall equally divide the costs pertaining to the activity or activities without set off against other monies claimed to be owed by one to the other." The parties agree that the division of these costs (including required transportation, fees and equipment) shall be subject to the limitation provided in Section 3 below such that the aggregate expense for summer

activities, tennis, rowing, and other activity costs, for each parent, shall not exceed \$5,000 annually without prior consent.

3. Article IV (A) and (B) of the Plan are replaced as follows:

A. Maddie has chosen to participate in tennis and rowing. During the remainder of her high school years, Maddie may elect to participate in those two activities or in other extra-curricular activities (defined to mean school-related activities such as clubs and sports only) if she so chooses. The parents should ensure Maddie follows through on these commitments. Both parents shall support her choices by transporting her (or arranging for transportation), encouraging her and attending during their respective parenting time. Substitute care arrangements shall be made by a parent who is unavailable to support an activity on a given parenting day so that Maddie may participate. The parties agree to each pay one half of the participation and registration fees related to tennis, rowing, or any other activity Maddie chooses under the terms of this paragraph, when due, and to continue doing so until such time as the expense cap, referenced below, has been reached. All other costs of such activities including equipment, lessons, fees, events, rental, cost for required transportation, and required clothing/shoes as well as other expenses reasonably incurred by Maddie for the activity, shall be shared equally by the parties without set off against other claims by a parent for monies owed by the other. Notwithstanding the foregoing, neither parent shall be required to pay any amount over \$5,000 annually in the aggregate for Maddie's activities including the summer activities expenses (as provided in Article III) without prior advance consent and approval. This annual cap shall apply from July 1-June 30 each year with such amount pro-rated for the year in which the child reaches age 18. Each parent shall have full access to all events, but neither parent shall be involved in instruction or lessons when it is not their parenting time, unless invited by Maddie.

B. The parents shall coordinate their schedules so as to cause the least disruption to Maddie's routine. Each parent acknowledges that circumstances may occasionally dictate a disproportionate division of responsibility between them in order to support a given activity. Appointments with Ms. Clawson (or any other therapist if Ms. Clawson is no longer her therapist) take precedence over practices, rehearsals or lessons.

4. Article VI(B) of the Plan shall be amended to state:

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 uninsured medical, dental, hospital, prescription, optical, psychological, psychiatric and orthodontic expenses, including co-

payments and deductibles without set off against other claims by a parent for monies owed by the other. All conflicts shall be resolved by the provisions of Article XX(A) below.

5. **Article XII of the Plan** shall have the following added to it:

The parties acknowledge that no 529 deductions or tax savings are available to Mother pursuant to the account transfer of the custodial account to the Ohio 529 Plan. As such, Mother has no obligation to make any further contributions to that Plan unless Mother makes further contributions to the 529 Plan which generate additional deductions and tax savings realized by Mother. If Mother makes further contributions to that 529 Plan that generate tax savings as a result of a deduction available to Mother, those tax savings will be contributed back into the 529 Plan. Mother shall notify Father if she makes any further contributions to the 529 Plan that would generate such a deduction. Otherwise, Mother shall have no obligation to provide any further information as to her taxes relating to the amounts previously transferred into the account. Father shall not make any direct contact with Mother's accountant or tax professionals.

6. **Article XVI (D)** of the MSPP shall be amended to state:

Maddie should remain in therapy with Chris Clawson or such other treating therapist as Ms. Clawson shall recommend if she is no longer willing to serve in that role, in a frequency the GAL determines in consultation with the therapist is optimal, until such time as the GAL determines it is no longer to her benefit or until such time as the parents so agree in writing. Any recommendations the GAL makes to the parents in consultation with any treating therapist for the child shall be followed. Costs for therapy services for the child shall be shared equally by the parties unless otherwise determined by the Court. If Maddie incurs a fee for a missed appointment, the parent during whose parenting time such an appointment was missed shall be responsible for 100% of such charge. Both parents must respect Maddie's right to a confidential, privileged relationship with her therapist. Neither should ever inquire about the content of conversations she has with her, nor review any emails or texts that are exchanged. Neither is to denigrate the therapy nor to question its need or efficacy in Maddie's presence. Both parents shall make payment of the amounts due to the therapist within 10 days of the insurance company determining the amount paid by the insurance company to the provider unless both mutually agree to dispute such expenses.

7. Despite **Article XVI** of the Plan, the parties have proceeded to file motions in court without first submitting matters to mediation. Subsequent to the entry of this

Agreed Entry, the parties shall again be required to comply with that Article in advance of proceeding to court. **Article XVI** of the Plan is revised to read:

Except as set forth otherwise in this Plan, all matters in dispute except matters of spousal or child support shall first be submitted to mediation with Cindy Shirooni. If needed, at least two mediation sessions shall promptly take place and the cost shall be divided equally unless otherwise determined by the mediator. Additional mediation sessions shall only occur upon agreement of both parties. A request for mediation must be made by email correspondence to the other party. If mediation is requested and the other parent does not cooperate in the scheduling within ten days of the request, the requesting party may schedule the issue(s) directly with the mediator. The mediation must take place within 60 days of the request unless the mediator's schedule does not permit. If Ms. Shirooni is not willing to serve as mediator and the parties cannot agree on a mediator, the selection of the mediator shall be made by the Guardian Ad Litem and Chris Clawson, or should only one remain, by the remaining professional. Should neither remain in place, the selection of the mediator shall be made by the Magistrate. Should the mediator determine that either or both parties have not mediated in good faith, or that a party is unreasonably necessitating additional time, the mediation fees shall be assessed against the offending party or divided disproportionately by the mediator. Neither party shall have the right to protest the allocation of mediation fees by the mediator. Both parties shall make payment of the amounts due to the mediator within 30 days of receipt of each invoice unless both mutually agree to dispute such expenses.

8. **Article XX** of the Plan shall be amended to state:

A. The parties have agreed to share equally certain expenses related to Maddie which are set forth in this Plan. In order to accomplish reimbursement, each party shall maintain such receipts, paid invoices, credit/debit card records, cancelled checks, electronic records, or other commercially accepted indicia of payment. As of July 10 of each year or upon any other date that is mutually agreed upon, the parties shall exchange, by mail, regular and/or electronic, or otherwise, an itemized summary of all expenses paid by that party, supported by copies of commercially acceptable proof of payment as defined above. There shall be one correspondence to do so and notice of mailing or other means of exchange shall be emailed immediately. The parties shall have until July 24th (unless another date is mutually agreed upon), to contest expenses claimed by the other. Again, this shall be one communication. If an expense is contested, there shall be no further requests or discussion on the expense (be it in person or in writing)

unless the party who seeks reimbursement counter-proposes. If that counteroffer is declined, there shall be no further requests or discussion (be it in person or in writing). Any reimbursement issue that remains unresolved by July 31, may be submitted for resolution to Michael Kaufman as arbitrator. A request for arbitration must be made by email correspondence to the other party and to the arbitrator within 14 days of July 31st and the arbitration shall take place within the next 60 days of the notice unless the arbitrator's schedule precludes it. If arbitration is requested and the other parent does not cooperate in the scheduling within ten days of the request, the requesting party may schedule the issue(s) directly with the arbitrator. If Mr. Kaufman is not willing to serve as arbitrator and the parties cannot agree on an arbitrator, the selection of the arbitrator shall be made by the Guardian Ad Litem and Maddie's therapist, or should only one remain, by the remaining professional. Should neither remain in place, the selection of the arbitrator shall be made by the Magistrate. Should the arbitrator determine that either or both parties have not contested expenses in good faith, the arbitration fees shall be assessed against the offending party or divided disproportionately by the arbitrator. Both parties shall make payment of the amounts due to the arbitrator within 30 days of receipt of each invoice unless both mutually agree to dispute such expenses. Neither party shall have any right to protest the determination by the arbitrator of expenses to be reconciled and/or the determination of fees to be assessed.

- B. Items of claimed reimbursement that are undisputed shall be added together and 50% of the difference between the two undisputed reimbursement columns shall be paid to the other parent no later than July 31st. Items decided pursuant to Article XX(A) by the arbitrator shall be paid immediately within ten days of the issuance of the arbitrator's determination.

9. Mother owes Father \$1,778.69 for medical expenses but the parties have not been able to conclude the reconciliation as to extra-curricular expenses required as of the last week of June, 2013. The parties shall proceed to do so pursuant to Article XX(A) above and neither party shall be required to pay the other for medical or extra-curricular expenses until that arbitration is concluded.

10. **Article XXII** of the MSPP is superseded and amended by the following:

- A. If Maddie so chooses, she may participate as a Madrichim—a student-teacher—at Wise Temple through her remaining high school years. If

either parent is unable to take her to the program during their scheduled parenting time, that parent is responsible to arrange transportation for her with the other parent (if that parent is available and willing), the parent of another attendee or a sitter. Maddie should only miss a session if she is on vacation, traveling to see extended family, her extended family is visiting Cincinnati, or if there is an important "life event" (wedding, funeral, or an event of similar magnitude) that she should attend instead. Any disputes about whether an event constitutes a mitigating "life event" would be informally determined by the Guardian Ad Litem with no right of appeal or protest by either parent. Both parents should encourage Maddie to follow through on commitments, such as this one, when she makes them. There is no agreement between the parties as to whether this constitutes an "activity" per the Plan.

- B. If Maddie so chooses, she may participate in Kulanu Jewish High School through her remaining high school years on Sunday evenings. Maddie shall do so on Sundays when she is with Father but shall only attend on evenings when she is with Mother if there is a mandatory program or a topic of special interest to Maddie as determined by Maddie. If either parent is unable to take Maddie to the program during his or her parenting time, they are responsible for arranging transportation for her with the other parent (if the other parent is willing and available), the parent of another child or a sitter. There is no agreement between the parties as to whether this constitutes an "activity" per the Plan.

11. Father shall pay Mother \$3,000.00 upon entry of this Agreed Entry.

12. Father shall pay Mother \$2,762.50 upon entry of this Agreed Entry for his share of the fees paid by her to David Kamp. If Father subsequently pays any additional fees to Mr. Kamp for the mediation services previously provided and billed in Statement No. 76295, Mother shall pay half of such fees.

13. Father's Motion to Modify Shared Parenting Plan filed January 9, 2012, Plaintiff's Motion to Further Modify the Provisions of the Modified Shared Parenting Plan filed March 20, 2013, Father's Motion to Modify Shared Parenting Plan and Reply to Mother's Motion to Modify Plan filed April 12, 2013, and Father's Motion to Modify the Modified Shared Parenting Plan As Modified by the Agreed Entry Entered on

September 7, 2012 filed July 15, 2013 are resolved on the basis of the above agreement.

14. Plaintiff's Motion for Sanctions and for Defendant to Show Cause Why He Should Not be Held in Contempt for Violating the Provisions of the Modified Shared Parenting Plan filed February 4, 2013 and amended by Plaintiff's Amended Motion for Sanctions, for Defendant to Show Cause Why He Should Not be Held in Contempt, or, in the Alternative, for Enforcement and/or Breach of In Court Settlement as to Modified Shared Parenting Plan and For Attorneys Fees filed July 12, 2013, Father's Motion to Find Mother in Contempt of Agreed Entry and Modified Shared Parenting Plan filed April 17, 2013, Mother's Motion to Dismiss Father's Motion for Contempt and For Expense of Defending filed July 22, 2013, and Father's Motion to Hold Mother in Contempt for Violations of the Modified Shared Parenting Plan filed June 21, 2013 are resolved on the basis of the above agreement. As of July 23, 2013, except for the terms agreed upon in this Agreed Entry, both parties acknowledge that they are waiving and releasing any and all claims of alleged contempt, violation, breach or non-compliance under the Plan and/or the MSPP, and/or any and all claims, demands, causes of action, proceedings, liabilities, and/or damages against Rita Robertson, M.S.W., Brett H. Clarke, M.S.W and/or Michael B. Lee, D.M.D. related to and/or arising from their treatment of Maddie.

15. Plaintiff's Motion to Re-Allocate Fee of Guardian Ad Litem is resolved on the basis of the above agreement for services rendered through May 31, 2013.

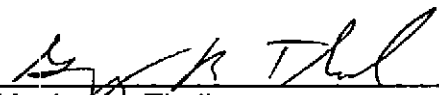
16. Plaintiff's Motion for Psychological Examination and Evaluation, Father's Request for Interview of a Minor Child, Father's subpoena to Rita Robertson, M.S.W.,


the Guardian Ad Litem's Motion to Quash Subpoena of Rita Robertson, M.S.W., and Motion for Protective Order, and Father's Motion to Compel Rita Robertson, M.S.W. to Comply with Defendant's Subpoena Duces Tecum, and Plaintiff's Memorandum in Opposition to Motion to Compel and Request to Quash and for Protective Order filed July 22, 2013 are withdrawn as moot.


17. The hearing previously scheduled for July 24, 2013 on the motions is hereby canceled.

18. By signature on this Agreed Entry both parties expressly, knowingly and voluntarily waive their right, if any, to the Court's issuance of separate findings of fact and conclusions of law pursuant to O.R.C. 3105.171, 3109.04, 3109.051, 3109.052, and 3113.215.

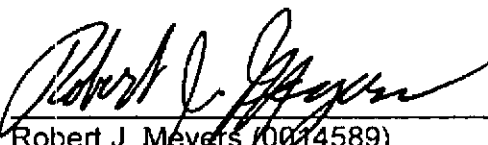
IT IS SO ORDERED.

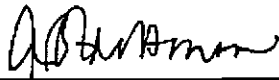

Magistrate Theile 7-24-13


Ellen L. Turner
Plaintiff/Mother


Jon H. Entine
Defendant/Father


Wijdan Jreisat (0063955)
Attorney for Plaintiff/Mother
Katz, Teller, Brant & Hild
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Anne B. Flottman (0074394)
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abflottman@woodlamping.com

KTBH: 4838-4892-4692, v. 9

COURT OF COMMON PLEAS
DOMESTIC RELATIONS DIVISION
HAMILTON COUNTY, OHIO



ELLEN L. TURNER,

Plaintiff,

vs.

JON H. ENTINE,

Defendant.

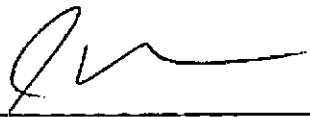
Case No. DR0500131

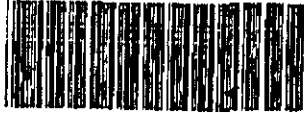
Judge: Sieve

PROOF OF SERVICE OF AN
AMENDED MOTION FOR SANCTIONS
ON JON H. ENTINE

This notice is given that the service of an Amended Motion for Sanctions on JON H. ENTINE was perfected by James H. Eckels, who is a person not less than eighteen years of age and is not a party in the above litigation, on July 13, 2013 by personally leaving a true copy with JON H. ENTINE at his place of residence, 6255 South Clippinger Drive, Cincinnati, Ohio 45243.

FILED
2013 JUL 22 A 9:52
TRACY WINKLER
CLERK OF COURTS
HAMILTON COUNTY, OH


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



D102882990

Wijdan Jreisat (0063955)
Trial Attorney for Plaintiff

NC

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

ELLEN L. TURNER,	:	Case No. DR0500131
Plaintiff,	:	<u>PLAINTIFF'S MEMORANDUM IN</u>
v.	:	<u>OPPOSITION TO MOTION TO COMPEL</u>
	:	<u>AND REQUEST TO QUASH</u>
	:	<u>AND FOR PROTECTIVE ORDER</u>
JON H. ENTINE,	:	Magistrate Theile
Defendant.	:	Judge Sieve

INTRODUCTION

Defendant/Father has filed a motion to compel Rita Robertson, a treating therapist of Plaintiff/ Mother Ellen L. Turner to comply with the subpoena issued to her. As a preliminary matter, Father falsely states that Mother does not object to this subpoena. In fact, in communications with counsel and this Court, Mother has made clear she takes issue with the subpoena and believes the Court should quash it. In fact, the motion to compel was prompted by Mother's counsel pointing out that, procedurally, it was Father's obligation to move to compel. Having done so, pursuant to O.R. C. 2317.02 (G) (1), by OAC 4757-5-02(D)(1) , Rule 26(B) and (C) and Rule 45(F), Mother asks this court to deny the motion and to issue a protective order preventing Rita Robertson from being compelled to produce records or testify.

FILED
2013 JUL 22 P 2:45
TRACY WINKLER
CLERK OF COURTS
HAMILTON COUNTY, OH

ARGUMENT

Contrary to the statement in his motion, Ms. Robertson, as a professional bound by legal and ethical responsibilities, is certainly in a position to make a determination as to what strictures are imposed on her compliance. The subpoena directs that Ms.

Robertson produce her records as to "any and all treatment records relating to Ellen L. Turner" and testify as a witness. Ohio Civil Rule 26(B)(1) provides:

Parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action . . .

(Emphasis added.) Although Courts generally afford discovery a broad scope, it is not limitless and a Court is granted the power to restrict such scope when it is being abused. See *Stegawski v. Cleveland Anesthesia Group Cuyahoga Cty.* (1987), 36 Ohio App. 3d 78, 85. Moreover, Rule 45 governing subpoenas specifically explains that "Nothing in this rule shall be construed to authorize a party to obtain information protected by any privilege recognized by law, or to authorize any person to disclose such information." Rule 45(F).

Ohio Revised Code 2317.02 (G) (1) provides that the following persons shall not testify in certain respects:

. . . , a person licensed under Chapter 4757. of the Revised Code as a professional clinical counselor, professional counselor, social worker, independent social worker, marriage and family therapist or independent marriage and family therapist, or registered under Chapter 4757. of the Revised Code as a social work assistant concerning a confidential communication received from a client in that relation or the person's advice to a client . . .

Ms. Robertson is a licensed social worker and, as such, subject to the requirements of that statute as to privilege. That requirement is likewise imposed by OAC 4757-5-02(D)(1) which provides:

Counselors, social workers, and marriage and family therapists shall have a primary obligation to protect the client's right to confidentiality as established by law and the professional standards of practice. Confidential information shall only be revealed to others when the clients or other persons legally authorized to give consent on behalf of the clients, have given their informed consent, except in those circumstances in which failure to do so would violate other laws or result in clear and present danger to the client or others. Unless specifically contraindicated by such

situations, clients shall be informed and written consent shall be obtained before the confidential information is revealed.

Mother has not waived this privilege and none of the other exceptions apply. Ms. Robertson has indicated that is the basis for her denial.

Father next argues that he is being denied access to his child's records. Yet, there is no evidence that such records exist. In fact, Ms. Robertson's response makes clear she does not have records for Maddie – only for her patient, Ellen Turner. As such, Father has no constitutional or other right to Ms. Turner's records.

Finally, Father claims the records are relevant to Mother's mental health. In fact, the subpoena was issued in conjunction with his motion for contempt claiming that Maddie's contact with Ms. Robertson was a violation of certain provisions in the SPP. Moreover, that does not ignore the strictures of privilege. Central to the concept of discoverable materials is the fact that the matter not be privileged. In that instance, the Court has discretion to restrict that discovery if doing so violates a privilege. If Father wishes to take issue with Mother's mental health, he is free to do so by seeking a psychological examination (which examination Father has resisted as to himself).

The undersigned has requested that counsel issuing the subpoena simply withdraw it but he has not been willing to do so. Mother has offered to stipulate that Ms. Robertson met with the minor child and to provide the dates she did so. Any other information breaches Mother's privilege as a patient. In fact, it represents a fishing expedition and unwarranted violation of Mother's privacy. As such, Mother requests that the motion to compel be denied and that the Court protect her from this violation of privilege. The fact that Ms. Robertson is required by the subpoena to breach her statutory duties for protection of patient information without the appropriate authorization

renders the subpoena per se unreasonable and oppressive. Therefore, based on the foregoing, Mother requests that this Court deny Father's Motion to Compel, quash the current subpoena and issue a protective order to protect her confidential information.

Respectfully submitted,



Wijdan Jreisat (0063955)
Trial Attorney for Plaintiff
Katz, Teller, Brant & Hild
255 East Fifth Street, Suite 2400
Cincinnati, Ohio 45202-4787
(513) 721-4532
(513) 762-0021 (facsimile)
wjreisat@katzteller.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing Motion has been served via hand delivery this the 22nd day of July, 2013 upon:

Robert J. Meyers, Esq.
Buechner Haffer Meyers & Koenig Co., LPA
105 E. Fourth Street, Suite 300
Cincinnati, OH 45202

and

Anne Barry Flottman, Esq.
Wood & Lamping, LLP
600 Vine Street, Suite 2500
Cincinnati, OH 45202



Wijdan Jreisat

() PRE-DECREE POST DECREE

() Chg. of Cust.

() Vis. Enforce/Mod.

() Sup. Enforce/Mod.

Others

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

ELLEN L. TURNER,

Plaintiff,

v.

JOHN H. ENTINE,

Defendant.

Case No. DR0500131
File No. E233969

MOTION TO DISMISS FATHER'S
MOTION FOR CONTEMPT AND
FOR EXPENSE OF DEFENDING

Judge Sieve
Magistrate Theile

FILED

22 P 2:43

TRACY WINKLER
CLERK OF COURTS
HAMILTON COUNTY, OH

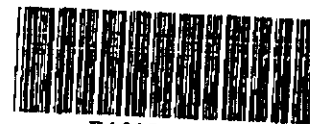
Defendant John H. Entine ("Father") has moved to hold Plaintiff Ellen L. Turner ("Mother") in contempt for contacting the phone number of a third party. Father's motion must be dismissed as there is no court order upon which contempt may be based and Mother is entitled to her expenses in defending against this unwarranted motion.

This motion is made pursuant to the accompanying memorandum in support.

Respectfully submitted,

Wijdan Jreisat (0063955)
Trial Attorney for Plaintiff
Katz, Teller, Brant & Hild
255 East Fifth Street, Suite 2400
Cincinnati, Ohio 45202-4787
Telephone: (513) 721-4532
Facsimile: (513) 762-0021
wjreisat@katzteller.com

SECURITY FOR COSTS IN THE SUM OF \$ 125⁰⁰
DEPOSITED BY 63955



D102883017

MEMORANDUM IN SUPPORT

The court may resolve the motion on legal grounds without further consideration.

The Ohio contempt statute, R.C. 2705.02, provides in part:

A person guilty of any of the following acts may be punished as for a contempt: "(A) Disobedience of, or resistance to, a lawful writ, process, order, rule, judgment, or command of a court or an officer[.]" In order to show contempt it is necessary to establish the following: (1) a valid court order existed; (2) there was knowledge of the order; (3) a violation of the order occurred.

Arthur Young & Co. v. Kelly, 68 Ohio App. 3d 287, 295 (10th Dist. 1990). The elements must be established by the complainant using the clear and convincing evidence standard. *Morford v. Morford*, 85 Ohio App. 3d 50, 54 (4th Dist. 1993).

In the case of Father's Motion here, it is not even necessary to address the second and third elements because Father's contempt allegation is not based on a valid court order. "In order for a contempt action to exist, the contempt action must be based upon a valid underlying order or judgment of a court." *Foley v. Foley*, 2006 Ohio 946, P34 (10th Dist. 2006); see also, *Temple v. Temple*, 2002 Ohio 5835, P13 (8th Dist. 2002) citing *Blakemore v. Blakemore*, 5 Ohio St.3d 217, 219, 5 Ohio B. 481, 450 N.E.2d 1140 (1983), ("A finding of contempt absent a valid underlying order is 'unreasonable, arbitrary or unconscionable,' and thus an abuse of discretion.").

Father relies on The Agreed Entry Modifying Modified Shared Parenting Plan entered September 7, 2012 which was effective as of June 28, 2012. That Agreed Entry provided:

Neither parent should look through Maddie's cell phone and emails, until given a reason to believe that Maddie is misbehaving in some way, or until he/she feels Maddie may be in danger. Either parent feeling a concern as

to Maddie being in danger should address it with the other parent and with the child's therapist or the GAL. The GAL shall monitor Maddie's cell phone, texting records and email communications on a monthly basis, effective immediately, to determine compliance with the terms of the Plan and any areas of concern.

Father's motion, on its face, acknowledges that the conduct complained of, is that Mother reviewed the bills for her cell phone plan. That is, having seen unusual calls to her 14 year old daughter from an unknown number, out of state, at odd hours of the night on her cell phone bill, Mother exercised her parental rights to determine whether this was of concern. She called the unknown number to inquire as to who the person was. Mother did not "look through Maddie's cell phone and emails" but, instead, looked at her own cell phone bill. As is clear on the face of the entry, there is no prohibition against Mother reviewing her cell phone bills or contacting third parties if concerned about such bills. As such, Mother moves that Father's motion be denied and, instead, that she be granted her fees in defending the matter.


Respectfully submitted,



Wijdan Jreisat (0063955)
Trial Attorney for Plaintiff
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Cincinnati, Ohio 45202-4787
(513) 721-4532
(513) 762-0021 (facsimile)
wjreisat@katzteller.com

NOTICE OF HEARING

You are hereby advised that a scheduling conference has been set on the above Motion beginning on July 24, 2013 at 9:00 a.m. before Magistrate Theile of the Domestic Relations Court, 800 Broadway, Cincinnati, Ohio 45202. *for 7 hrs.*



Wijdan Jreisat


CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing Motion has been served via hand delivery this the 22nd day of July, 2013 upon:

Robert J. Meyers, Esq.
Buechner Haffer Meyers & Koenig Co., LPA
105 E. Fourth Street, Suite 300
Cincinnati, OH 45202

and

Anne Barry Flottman, Esq.
Wood & Lamping, LLP
600 Vine Street, Suite 2500
Cincinnati, OH 45202



Wijdan Jreisat

KTBH: 4844-6614-2740, v. 1



Date Produced: 07/15/2013

HAMILTON COUNTY CLERK OF COURTS

The following is the delivery information for Certified Mail™ item number 7194 5168 6310 0678 2482. Our records indicate that this item was delivered on 07/09/2013 at 02:16 p.m. in CINCINNATI, OH, 45220. The scanned image of the recipient information is provided below.

Signature of Recipient:

Delivery Section	
Signature	<i>Rita Robertson</i>
Name	RITA ROBERTSON

Address of Recipient:

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

ELLEN L. TURNER

Plaintiff,

v.

JON H. ENTINE

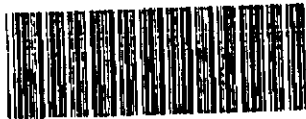
Defendant.

: CASE NO. DR0500131
: FILE NO. E233969

: Judge Sieve
: Magistrate Theile

: MOTION TO MODIFY THE MODIFIED
: SHARED PARENTING PLAN AS
: MODIFIED BY THE AGREED ENTRY
: ENTERED ON SEPTEMBER 7, 2012

Pursuant to R.C. § 3109.04, Defendant Jon H. Entine ("Father"), by and through counsel, moves the Court to modify the parties' Modified Shared Parenting Plan which was entered by this Court on December 9, 2008 and further modified by Agreed Entry entered on September 7, 2012, regarding the parties' minor child, namely: Madeline Entine ("Maddie"), born May 22, 1998. This Motion is supported by the following Memorandum.



D102793248

Robert J. Meyers (004589)
Attorney for Defendant, Jon H. Entine
BUECHNER HAFFER
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Cincinnati, Ohio 45202-4015
(513) 579-1500/FAX (513)977-4361
rmeyers@bhmklaw.com

FILED

2013 JUL 15 P 1:46

WINKLER
OF COURTS
COUNTY, OH
BUECHNER HAFFER
MEYERS & KOENIG
CO., L.P.A.
Suite 300
105 East Fourth Street
Cincinnati, Ohio 45202
(513) 579-1500

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MEMORANDUM

I. INTRODUCTION

The Final Decree of Shared Parenting was entered by the Court on November 13, 2006 and a Modified Shared Parenting Plan ("Plan") was entered on December 8, 2008. An Agreed Entry Modifying Modified Shared Parenting Plan ("Agreed Entry") was entered on September 7, 2012.

Under Sections 8(A) and 8(B) of the Agreed Entry, the Plan was amended to add Article XII regarding Maddie's participation as a Madrichim and in Jewish High School during Maddie's freshmen year of high school which took place in the 2012-2013 school year. Maddie now desires to have the discretion to choose to continue in these programs for the balance of her high school years.

Therefore, Father requests that the Article XVII of the Plan (Sections 8(A) and 8(B) of the Agreed Entry) be amended to add the following: "Maddie may choose to participate in both Madrichim and Kulanu (Reformed Jewish High School) for the balance of her high school years."

The Plan and Agreed Entry would otherwise remain unmodified.

II. LAW AND ARGUMENT

Modification of a prior shared parenting decree is controlled exclusively by R.C. § 3109.04. Specifically, R.C. § 3109.04(E)(2)(b) provides that the court may modify the terms of the of the plan for shared parenting upon the request of one or both of the parents under the decree if the court determines that the modification is necessary to serve the best interest of the child.

Here, a modification of the Plan is necessary based upon the best interest of the child. Specifically, Maddie, age 15, desires to have the discretion to choose to participate as a Madrichim and in Jewish High School.

It is Father's understanding that the Guardian Ad Litem supports this Motion.


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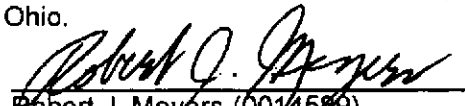
III. CONCLUSION

Based upon the foregoing, Father respectfully requests that the Court grant his Motion and order that the parties' Modified Shared Parenting Plan and Agreed Entry be modified as requested herein and in accordance with the best interests of the minor child.


Robert J. Meyers (0014589)
Attorney for Defendant, Jon Entine
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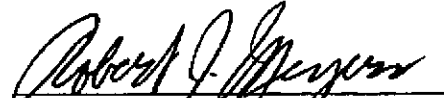
NOTICE OF HEARING

Please take notice that this Motion will be heard on the 24th day of July, 2013 at 9:00 A.M. for 7 hours (length), before Magistrate Thiele, of the Hamilton County Domestic Relations Court, 880 Broadway, Cincinnati, Ohio.


Robert J. Meyers (0014589)
Attorney for Defendant

CERTIFICATE OF SERVICE

Please cause a copy of the foregoing Motion to Modify the Modified Shared Parenting Plan as Modified by the Agreed Entry Entered on September 7, 2012 has been served upon Wijdan Jreisat, Esq., Attorney for Plaintiff, Katz, Teller, Brant & Hild, 255 E. Fifth Street, Suite 2400, Cincinnati, Ohio 45202, and Anne B. Flottman, Esq., Guardian Ad Litem, Wood & Lamping LLP, 600 Vine Street, Suite 2500, Cincinnati, Ohio 45202 by regular U.S. mail, postage prepaid, this 15th day of July, 2013.


Robert J. Meyers (0014589)
Attorney for Defendant

193553

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MEMORANDUM IN SUPPORT

Introduction

On December 9, 2008 this Court entered a Modified Shared Parenting Plan ("Plan") which modified the original plan issued as part of the Decree of Shared Parenting entered November 13, 2006 for the minor child, Madeleine Entine ("Maddie"). On November 2, 2011, Father filed a motion asking that Maddie, "ha[ve] the discretion to choose to modify her routine time with each parent as needed based upon activities, events, or generally so as to provide her flexibility with her schedule." As a result of the motion, the Court first ordered the parties to mediation and then appointed a Guardian Ad Litem. After months of time and effort, the GAL submitted a report. Mother then filed a motion to modify the plan to adopt the recommendations.

The parties settled the pending motions by agreeing to adopt the GAL's recommendations with a few revisions. The parties reached the agreement in court on June 28, 2012, read the terms into the record, and advised the Court they would submit an agreed entry to reflect the agreement as stated in Court. The parties made clear that the terms of that agreement would be effective immediately. Virtually from the day the parties left the courtroom after entering the agreement on the record, Father has violated the terms of the agreement. Though the final Agreed Entry modifying Modified Shared Parenting Plan was not entered until September 7, 2012, consistent with the terms read into the record on the day of the hearing, it was effective as of June 28, 2012. Father continues to engage in conduct that violates the agreement reached – picking and choosing the terms he wishes to enforce. He continues to do so despite the parties' great expenditure of time, effort and money to determine the rules of

engagement which are in Maddie's best interest. Moreover, he has taken actions which effectively made it impossible to proceed on the terms agreed upon.

Interference with Therapy

When the parties first came to Court regarding the Motion to Modify the Parenting Plan, Mother suggested that it was important for Maddie to be seen by a therapist. At that time, Father resisted and insisted on having a Guardian Ad Litem appointed. Subsequent developments made clear the need for Maddie to see a therapist. Mother agreed to the therapist suggested by Father, Brett Clarke, as a means of avoiding disputes with Father on the issue. Maddie began seeing Mr. Clarke during the pendency of the motion and the GAL's investigation.

Recognizing the need for Maddie to continue in therapy without interference from either parent, the GAL directed as much in her recommendations. At the hearing on June 28, 2012, the parties agreed, on the record, that they adopted the following recommendation.

Both parents must respect Maddie's right to a confidential, privileged relationship with her therapist and with her GAL. Neither should ever inquire about the content of conversations she has with either, nor review any emails or texts that are exchanged. Maddie should remain in therapy with Mr. Clarke, in a frequency he determines is optimal, until such time as he determines it is no longer to her benefit. Any recommendations he makes to the parents should be followed.

The entry reflecting that agreement changed the wording slightly but did not change the fact that Maddie was to continue in therapy with Mr. Clarke without interference from either parent. Paragraph 13 of The Agreed Entry provides that **Article XVI (D)** shall be amended to state:

Maddie should remain in therapy with Brett Clarke, in a frequency the GAL determines in consultation with the therapist is optimal, until such time as the GAL determines it is no longer to her benefit or until such time

as the parents so agree in writing. Any recommendations the GAL makes to the parents in consultation with any treating therapist for the child should be followed. Costs for therapy services for the child shall be shared equally by the parties unless otherwise determined by the Court. Both parents must respect Maddie's right to a confidential, privileged relationship with her therapist. Neither should ever inquire about the content of conversations she has with him, nor review any emails or texts that are exchanged.

Unbeknownst to Mother, however, Father had already cancelled Maddie's appointments for therapy when it was his parenting time. In fact, the morning of the hearing (with full knowledge of the recommendations), Father was resisting proceeding with this therapist and making unsupported and untrue claims that the parties had only agreed to a certain number of appointments. Upon information, in response to that email, the GAL asked Father's counsel to intercede and to direct Father not to interfere with the therapy. Yet despite this, Father proceeded to interfere again by seeking to interject himself into the process as of July 1, 2012. In fact, Father then refused to proceed with the entry as read into the record unless the provision on the therapist was revised.

Yet, his blatant disregard for the agreement reached continued on even after extended discussions resulted in amendments to the Agreed Entry as he insisted. Immediately upon entry of that Agreed Entry, Father again interfered with the therapist threatening him with legal action if he were to see Maddie. The undersigned immediately contacted Father's counsel to object to this blatant violation and Father's counsel advised he had directed Father to retract his threats. He subsequently sent a retraction of this threat but the damage was done. Upon information, his actions led the therapist to determine that it was not fruitful to continue seeing Maddie as Father clearly had "poisoned the well." Despite multiple requests by Mother that Maddie continue

therapy as agreed, as of February 4, 2013, the original filing date of this motion, Maddie had not had an appointment since July 10, 2012 and Father had refused to cooperate with other attempts to retain another therapist for Maddie. Mother delayed filing for court intervention in the hopes that Father's cooperation could be obtained but, when that proved fruitless, proceeded to file this motion. Upon doing so, Father agreed to the engagement of another therapist for Maddie, Chris Clawson, MSW, LISW. Maddie has resumed therapy with Ms. Clawson. However, Father nonetheless continues to interfere.

Inappropriate Communications

In her report, the GAL found that:

Father has a problematic level of texting and calling interaction with Maddie when she is in Mother's care, and occasionally when she is in school. This could be viewed as undermining Mother's ability to parent her child in her own home without interference. Father, on the other hand, has reasonable concern about her wellbeing and is reassured by the contacts. However, barring a message or call from Maddie that alarms Father about her safety, he should allow her to develop greater independence from him as she enters high school.

As a result of this finding, the GAL recommended restrictions on the Father's communications with Maddie in order to minimize Father's undermining of Mother's ability to parent. This recommendation was read into the record on June 28, 2012 and Paragraph 10 of The Agreed Entry provides that **Article I (N) of the Plan** is amended to add the following sections:

6. The parent not in residence with Maddie will limit initiating a call, text or email to the child to once a day. Either parent can respond to texts, calls or emails from Maddie. The responses should be brief and with an eye toward redirecting potential concerns to the parent in residence. If any communication causes the non-residential parent to be concerned about her safety, that parent shall immediately contact the parent in residence and/or the school authorities and/or the GAL, and seek assistance in ensuring her safety.

7. No parent shall text Maddie during school hours.

Despite this specific finding and the restrictions imposed to address it, Father continued to engage in an inordinate amount of texting with Maddie when she is with Mother and at odd times. In doing so, he not only interferes with Mother's time but fosters a relationship whereby Maddie runs to him to complain of any disagreement with Mother.

Mediation Costs

As this Court recalls, the parties were originally ordered to mediation to address the issues raised in Defendant's Motion to Modify Parenting Plan. Pursuant to the Modified Shared Parenting Plan which was incorporated as part of the Court's order, the mediation costs were to be divided equally. The parties proceeded to mediation, upon the Court's order, with David Kamp. Though Plaintiff has paid her share of the mediation costs as required, she has subsequently been advised that Defendant had yet to pay as required. By failing to make the payments required, Defendant is in violation of the terms of the Plan.

Conclusion

In taking these actions, Father has violated the specific terms of the parenting plan as revised by the Agreed Entry. These violations are particularly egregious given the changes were made as a result of his motion and to address the issues that were creating stress and division between the parents. After thousands of dollars were expended by both parties in fees and expenses to the various professionals to reach such agreement, Father has proceeded without regard to his obligations under the Agreed Entry.

WHEREFORE, Mother respectfully requests that this Court issue an order:

1. Finding Father in Contempt for failing to comply with the terms of the Shared Parenting Plan as most recently amended by the Agreed Entry; finding Father in Contempt for taking actions that made compliance with the Agreed Entry impossible; or, in the alternative, specifically enforcing the in-court agreement reached on June 28, 2012 and finding that Father breached it.
2. Ordering Father to stop denying and/or interfering with Maddie's therapy.
3. Ordering that Maddie should remain in therapy with Chris Clawson, in a frequency the GAL determines in consultation with the therapist is optimal, until such time as the GAL determines it is no longer to her benefit or until such time as the parents so agree in writing. Any recommendations the GAL makes to the parents in consultation with any treating therapist for the child should be followed.
4. Ordering Father to pay the full cost of therapy for Maddie or, in the alternative, that costs for therapy services for the child shall be shared equally by the parties unless otherwise determined by the Court. If Maddie incurs a fee for a missed appointment, the parent during whose parenting time such an appointment was missed shall be responsible for 100% of such charge. Both parents shall make payment of the amounts due to Ms. Clawson within 30 days of receipt of each invoice unless both mutually agree to dispute such expenses.
5. Ordering Father to respect Maddie's right to a confidential, privileged relationship with her therapist by having no communication with that therapist

except for the administrative task of setting appointments or responding to requests initiated by the therapist.

6. Ordering Father not to inquire about the content of conversations Maddie has with her therapist and not to review any emails or texts that are exchanged with her therapist.
7. Ordering Father not to have any discussions with Maddie regarding therapy. Rather, if Maddie initiates such conversations, Father should redirect her to the therapist for further discussion.
8. Ordering Father not to denigrate the therapy nor to question its need or efficacy in Maddie's presence.
9. Ordering Father to stop initiating text exchanges with Maddie while she is with Mother or during school hours and be limited to one reply text if Maddie initiates such texts.
10. Ordering Father to pay the following for his violations of the SPP as amended and/or, in the alternative, to enforce the agreement read into the record and hold Father responsible for the cost of his breaches:
 - a. Attorney's fees and costs in addressing his violations and/or breaches;
 - b. Guardian Ad Litem fees incurred by Mother in addressing his violations and/or breaches.
 - c. Additional expenses incurred for transition to a new therapist;
 - d. Such other expenses as may be more fully documented at the hearing in this matter.

11. Ordering Father to pay attorney's fees and costs incurred by Mother in filing this motion including filing fees, and expenses for Brett Clarke to testify in an amount to be more fully documented at the hearing in this matter.
12. Ordering Father to pay his share of the fees incurred in mediation.
13. Ordering such further relief as this Court deems appropriate.

Respectfully submitted,



Wijdan Jreisat (0063955)
Trial Attorney for Plaintiff
Katz, Teller, Brant & Hild
255 East Fifth Street, Suite 2400
Cincinnati, Ohio 45202-4787
(513) 721-4532
(513) 762-0021 (facsimile)
wjreisat@katzteller.com

NOTICE OF HEARING

You are hereby advised that a hearing has been set on the above Motion beginning on July 24 at 9:00 a.m. before Magistrate Theile in the Domestic Relations Court, 800 Broadway, Cincinnati, Ohio 45202.



Wijdan Jreisat

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing Plaintiff's Motion for Sanctions and for Defendant to Show Cause Why He Should Not be Held in Contempt for Violating the Provisions of the Modified Shared Parenting Plan has been served via hand delivery this 12th day of July 2013 upon:

Robert J. Meyers, Esq.
Buechner Haffer Meyers & Koenig Co., LPA
105 E. Fourth Street, Suite 300
Cincinnati, OH 45202

and

Anne Barry Flottman, Esq.
Wood & Lamping, LLP
600 Vine Street, Suite 2500
Cincinnati, OH 45202

and by process server upon:

Jon H. Entine
6255 S Clippinger Dr
Cincinnati, OH 45243-3253



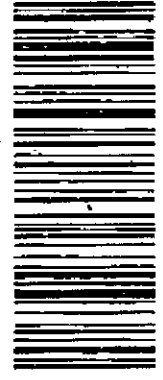
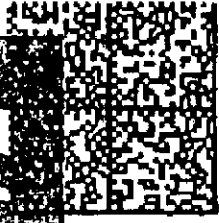
Wijdan Jreisat

KTBH: 4834-2994-8180, v. 1

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

ELLEN L. TURNER,

Plaintiff,

vs.

JON H. ENTINE,

Defendant.

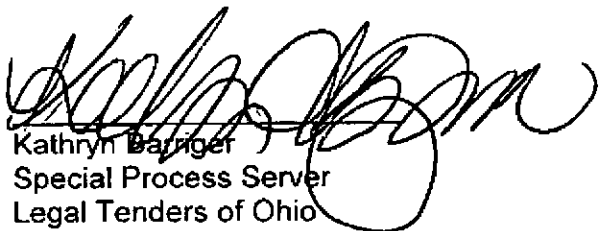
Case No. DR0500131

Judge: SIEVE

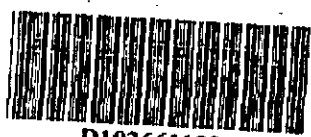
NOTICE OF SERVICE OF A
MOTION TO HOLD MOTHER IN
CONTEMPT FOR VIOLATIONS OF
THE MODIFIED SHARED PARENTING
PLAN

This notice is given that the service of a Motion to Hold Mother in Contempt on ELLEN L. TURNER was perfected by Kathryn Barriger, who is a person not less than eighteen years of age and is not a party in the above litigation, on July 1, 2013 by personally giving from hand to hand a true copy to Ellen L. Turner at her place residence 6720 Camaridge Ln Cincinnati OH 45222.

2013 JUL 1
FILED
PO 3:06
TRACY WINKLER
CLERK OF COURTS
HAMILTON COUNTY, OH



Kathryn Barriger
Special Process Server
Legal Tenders of Ohio
5 McCormick Trail
Cincinnati, Ohio 45150
(513) 624-0110



D102661102

