

PRE-DECREE ( ) POST-DECREE

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

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

ELLEN L. TURNER	:	CASE NO. DR0500131
	:	FILE NO. E233969
Plaintiff,	:	
v.	:	JUDGE PANIOTO
	:	MAGISTRATE THEILE
JON H. ENTINE	:	<u>DEFENDANT'S MEMORANDUM IN</u>
	:	<u>OPPOSITION TO PLAINTIFF'S</u>
Defendant.	:	<u>VERIFIED MOTION FOR CONTEMPT</u>
	:	<u>AND MOTION FOR ATTORNEY'S</u>
	:	<u>FEEES AND COSTS</u>

**I. INTRODUCTION**

Defendant Jon H. Entine ("Father"), by and through counsel, submits his Memorandum in Opposition to Plaintiff Ellen L. Turner's ("Mother") Verified Motion for Contempt for the reasons that follow, Mother's Motion for Contempt should be denied. Father requests that the Court award him his reasonable attorney's fees and costs for having to defend against Mother's frivolous motion.

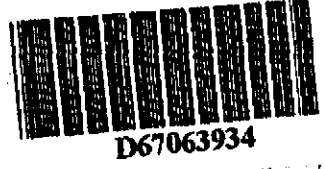
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REGISTRY CLERK OF COURTS  
HAMILTON COUNTY, OH

**II. RELEVANT FACTS**

Mother's Verified Motion for Contempt is vague, misleading and not brought in good faith. Mother has not presented specific, accurate facts to support her contempt motion, and she has not identified the particular provisions of the Shared Parenting Plan that Father has allegedly violated. Father will attempt to provide a correct picture of the circumstances underlying Mother's contempt motion and will demonstrate that he has not violated the Shared Parenting Plan.

The first issue raised in Mother's motion involves the trip that Father and the parties' minor child, Madeleine, took to California in December 2005. There is no controversy about the

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(513) 579-1500



trip itself. The trip was scheduled during Father's parenting time. Mother had advance notice of it. Mother's motion does not raise any complaints about the trip itself.

On December 16, 2005, the day of the departure from Cincinnati, Father picked up Madeleine after school and took her to the airport for their flight. Madeleine was not ill when Father picked her up, and she was not ill when they boarded the plane. During the flight, Madeleine developed a low-grade fever and became ill. Father decided to change their plans so that Madeleine would not have to fly while she was ill. The first leg of their trip required them to change planes in Atlanta. Father decided that he and Madeleine would stay overnight in Atlanta and resume their travel to California on Saturday, December 17, 2005.

When Father located and checked into a hotel in Atlanta, it was late at night. He contacted the hotel in California to cancel their reservations for December 16, 2005 and to check for phone messages left for Madeleine or him. There were no messages for Father or Madeleine at the hotel in California. Father had his cell phone with him during the trip. No one had called Father's cell phone. Father did not call Mother because it was late at night when he arrived at the hotel in Atlanta.

The next day Father and Madeleine completed their travel to California. When they arrived in California, they immediately (within 18 minutes) called Mother. At that time, Madeleine informed Mother that she had gotten ill on the plane and that she and Father stayed overnight in Atlanta.

Mother's motion suggests that she was somehow aware Madeleine's illness and was worried about Madeleine for approximately 16 hours while Father and Madeleine were in transit to California. The sincerity of Mother's claim is questionable. The facts do not add up to support Mother's position.

For example, Madeleine was not sick when Father picked her up from school. Madeleine did not get sick until after she boarded the airplane. Mother could not have known

that Madeleine was ill because Mother did not talk to Father or Madeleine during the flight. Father and Madeleine called Mother on Saturday, December 17, 2005, after they arrived in California and that is the first time Mother learned that Madeleine had been ill. Mother could not have worried about Madeleine's illness for approximately 16 hours.

Furthermore, it is not true that Mother "had no knowledge of Madeleine's whereabouts for approximately 16 hours." She was aware that Father and Madeleine were traveling to California. She was advised of the original travel plans. If Mother had any concerns, she could have reached Father during the approximately 16 hours that she claimed to have had no knowledge of Madeleine's whereabouts. Mother made no attempt to reach Father. Mother did not call the hotel in California, and she did not call Father's cell phone.

Father did the right thing by changing flight plans after Madeleine became ill. He was not obligated to contact Mother under the circumstances. Mother's claim for contempt on this issue is specious, and Father should be awarded his attorney's fees and costs for having to defend against it.

The second issue raised in Mother's motion involves payment of medical expenses. Mother contends that Father has not reimbursed her for certain medical bills she claims to have paid. It is unclear whether Mother is in fact entitled to reimbursement and, if so, the amount to which she is entitled. Again, Mother's contempt motion lacks factual support for her claims.

Following Mother's termination from her employment, Mother obtained COBRA coverage for the parties. Mother has been responsible for maintaining the medical insurance coverage for the parties. Father does not have complete access to the parties' COBRA information and is forced to rely upon Mother. It is unclear to Father the date on which COBRA coverage commenced, and he has been advised by Definity Health representatives (the COBRA carrier) that Mother is responsible for working out the commencement date with her former employer.

Mother has submitted bills from medical providers to Father demanding that Father compensate her but she has not provided any proof that she has paid any portion of these bills or indicated the source of payment. Mother has also failed to provide Father with any documentation from Definity Health demonstrating what is or is not covered and, more importantly, what has and has not been paid by Definity Health. Father has been advised that Mother has been reimbursed directly by Definity Health for a number of medical charges. It is likely that Mother has been reimbursed by Definity Health for some of the same bills that she has submitted to Father for full payment.

Moreover, Father is entitled to reimbursement from Mother for certain prescription drugs that he paid in full. He has recently learned that Definity Health is processing the claims for these medications and will forward the reimbursement check to Mother.

Mother also appears to claim that Father has not paid the first \$100.00 of uninsured and unreimbursed medical expenses as required by the 75N Order. This is not true. This matter was discussed by the parties and counsel and resolved more than 10 months ago in March 2005. Father has paid the first \$100.00 of uninsured and unreimbursed medical expenses. Father has fully complied with the 75N Order as to the payment of the first \$100.00 of uninsured and unreimbursed medical expenses.

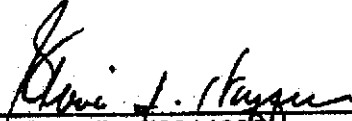
Mother has not shown that she is entitled to any of the amounts she has demanded from Father regarding medical expenses. Father has not violated the Shared Parenting Plan and is not in contempt. Mother's claim for contempt on this issue must fail.

### **III. CONCLUSION**

Based upon the foregoing, there is no good faith basis for Mother's contempt motion and it should be denied. Father respectfully requests that the Court deny Mother's Verified Motion

for Contempt and order Mother to pay Father his reasonable legal fees and expenses for having to defend against her frivolous contempt motion.

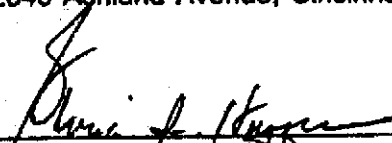
Respectfully submitted,



Gloria S. Haffer #00143330  
Robert J. Meyers #0014589  
Trial Attorneys for Defendant Jon H. Entire  
Buechner, Haffer, O'Connell,  
Meyers, Healey & Koenig Co., L.P.A.  
105 East Fourth Street, Suite 300  
Cincinnati, Ohio 45202  
Telephone: 513-579-1500  
Facsimile: 513-977-4361  
E-mail: ghaffer@bhomhk.com  
E-mail: rmeyers@bhomhk.com

**CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing Defendant's Memorandum in Opposition to Plaintiff's Verified Motion for Contempt has been served upon Sallee M. Fry, Esq., Law Office of Sallee M. Fry, 2345 Ashland Avenue, Cincinnati, Ohio 45206 and upon Randal S. Bloch, Esq., Wagner & Bloch, LLC, 2345 Ashland Avenue, Cincinnati, Ohio 45206, on this 3<sup>rd</sup> day of February, 2006.



Gloria S. Haffer #00143330  
Robert J. Meyers #0014589  
Attorneys for Defendant

101220

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



DG7004272

Randal S. Bloch, #0010124  
Attorney for Plaintiff

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

**ELLEN TURNER**

Plaintiff

-vs-

**JON ENTINE**

Defendant

**Case N. DR0500131**

Judge Panioto  
Magistrate Theile

**ENTERED  
JAN 31 2006**

**ENTRY GRANTING MOTION TO  
SHORTEN TIME**

For good cause shown, the Motion to Shorten Time as filed by Plaintiff is found to be well taken and this matter shall be heard on the 1<sup>st</sup> day of February, 2006 at 8:15 a.m. before Judge Panioto.

\_\_\_\_\_  
JUDGE RONALD A. PANIOTO

\_\_\_\_\_  
RANDAL S. BLOCH 0010124  
Attorney for Plaintiff  
2345 Ashland Avenue  
Cincinnati, Ohio 45206  
(513) 751-4420  
Fax: (513) 751-4555  
E-mail: [Wagbloch@yahoo.com](mailto:Wagbloch@yahoo.com)

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

Randal S. Bloch, #0010124  
Attorney for Plaintiff

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

ELLEN TURNER : Case N. DR0500131  
Plaintiff :  
-vs- : Judge Panioto  
JON ENTINE : Magistrate Theile  
Defendant : VERIFIED MOTION FOR CONTEMPT

Now comes Plaintiff, Ellen Turner, and respectfully requests that this court grant her time and access to the parties' daughter, Madeleine, inasmuch as Defendant, Jon Entine, has refused such access following their daughter's scheduled surgery for February 2, 2006. Madeleine has scheduled surgery on February 2, 2006 with Dr. Sally Schott for the purposes of a biopsy of a lymph node in her neck. In accordance with the Shared Parenting Plan, Thursday, February 2<sup>nd</sup> through Monday morning, February 6<sup>th</sup>, Madeleine is with Defendant. It is in the best interest of their daughter that Plaintiff see their daughter during her recovery from surgery. Madeleine will be limited in her activities during the recovery for a period of 24 - 48 hours because of stitches in her neck. Therefore, Plaintiff has suggested that she visit with Madeleine at Defendant's home where Madeleine will be. Defendant has rejected any suggestions of Plaintiff but has suggested that Madeleine be with her mother in a public setting. This is clearly not in the child's best interest.

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GREGORY HARTMANN  
CLERK OF COURTS  
HAMILTON COUNTY, OH



This is Madeleine's first hospital encounter for surgery. Madeleine needs both of her parents during the surgery and following thereafter. She will not be returning to school until Tuesday, February 7, 2006. During this period of time from February 2 until February 7, 2006, Madeleine should have access to both of her parents which will hopefully speed her recovery.

Plaintiff requests that she see Madeleine either at her home or at Defendant's home for a three hour period Thursday afternoon or evening on February 2<sup>nd</sup> following the surgery, Friday, February 3<sup>rd</sup> for 2 hours in the morning and 2 hours in the evening, Saturday, February 4<sup>th</sup> for 2 hours in the morning and 2 hours in the evening, and Sunday, February 5<sup>th</sup> for 2 hours in the morning and 2 hours in the evening, and that Defendant have similar time periods on Monday, February 6<sup>th</sup> when Madeleine will be at mother's home pursuant to the Shared Parenting Plan.

WHEREFORE, for the above-noted reasons, Plaintiff, Ellen Turner, respectfully requests that this Court grant her the relief requested, specifically for time periods for each of the parents to have parenting time with their daughter following her surgery, and for all such relief as determined by this court to be just and equitable, including but not limited to attorney fees and the costs of this Motion.

  
RANDAL S. BLOCH #0010124  
Attorney for Plaintiff  
WAGNER & BLOCH, LLC  
2345 Ashland Avenue  
Cincinnati, Ohio 45206  
(513) 751-4420  
Fax: (513) 751-4555  
[wagbloch@yahoo.com](mailto:wagbloch@yahoo.com)

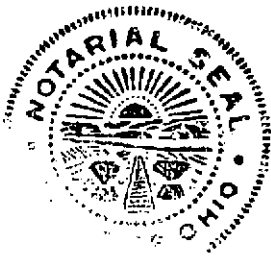


**STATE OF OHIO, COUNTY OF HAMILTON:**

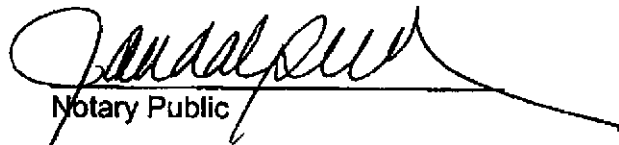
I, Ellen Turner, being first duly cautioned and sworn, state that the facts contained here are true and accurate to the best of my knowledge and belief.

  
ELLEN TURNER

Sworn to before me and subscribed in my presence this 31st day of January, 2006.



RANDAL S. BLOCH, Attorney  
Notary Public, State of Ohio  
My commission has no expiration  
Under O.R.C. Sec. 147.05


  
Notary Public

**NOTICE OF HEARING**

A hearing on the within Motion will be heard on the 1<sup>st</sup> day of February, 2006 at 8:15 a.m. before Judge Panioto, Room 02-25 of the Hamilton County Domestic Relations Court, 800 Broadway, Cincinnati, Ohio 45206.

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing has been served by facsimile this 31<sup>st</sup> day of January, 2006 to Gloria S. Haffer, Attorney for Defendant, 105 E. Fourth Street, Suite 300, Cincinnati, Ohio 45202, Facsimile number (513) 977-4361.

  
RANDAL S. BLOCH

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

Randal S. Bloch, #0010124  
Attorney for Plaintiff

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

**ELLEN TURNER** : **Case N. DR0500131**

Plaintiff :

-vs-

Judge Panioto  
Magistrate Theille

**JON ENTINE** :

Defendant :

**MOTION TO SHORTEN TIME**

Pursuant to Civil Rule 6, Plaintiff respectfully requests that this court shorten the time for the hearing on the attached motion. The motion attached needs to be heard on an emergency basis in order to protect the child of the parties herein.



**FILED**

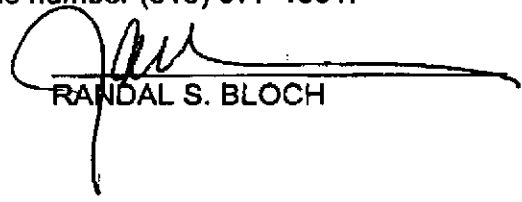
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**GREGORY HARTMAN  
CLERK OF COURTS  
HAMILTON COUNTY, OH**

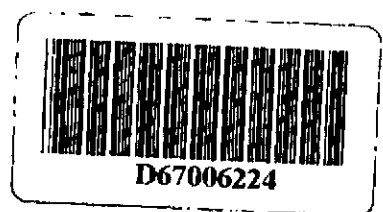
**RANDAL S. BLOCH #0010124**  
Attorney for Plaintiff  
**WAGNER & BLOCH, LLC**  
2345 Ashland Avenue  
Cincinnati, Ohio 45206  
(513) 751-4420  
Fax: (513) 751-4555  
[wagbloch@yahoo.com](mailto:wagbloch@yahoo.com)

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing has been served by facsimile this 31<sup>st</sup> day of January, 2006 to Gloria S. Haffer, Attorney for Defendant, 105 E. Fourth Street, Suite 300, Cincinnati, Ohio 45202, Facsimile number (513) 977-4361.



**RANDAL S. BLOCH**



GREGORY HARTMANN  
CLERK OF COURTS  
HAMILTON COUNTY, OH  
2006 JAN 25 A 10:18

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

**CERTIFIED MAIL**



RETURN RECEIPT REQUESTED

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature:  Addressee or  Agent  
*[Signature]*

B. Received By: (Please Print Clearly)  
*JON ENTINE*

C. Date of Delivery  
*1/20/06*

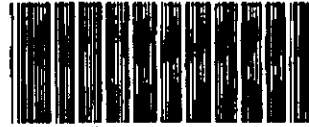
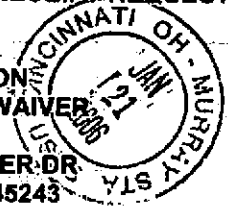
D. Addressee's Address (If Different From Address Used by Sender.)

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

Delivery Address

City State ZIP + 4 Code

Article Addressed To:  
01/20/2006 MOTION  
DR0500131 D1 WAIVER  
JON ENTINE  
6255 S CLIPPINGER DR  
CINCINNATI OH 45243



D66924254

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

Ellen Sumner

CASE NO. DE0500131

-VS-

Jon Loken

WRITTEN REQUEST FOR SERVICE  
(TYPE OF PAPERS BEING SERVED)

MOTION

PLAINTIFF / DEFENDANT REQUESTS:

CERTIFIED MAIL SERVICE X

PERSONAL SERVICE \_\_\_\_\_

PROCESS SERVICE \_\_\_\_\_

REGULAR MAIL SERVICE \_\_\_\_\_

RESIDENCE SERVICE \_\_\_\_\_

FOREIGN SHERIFF \_\_\_\_\_

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2006 JAN 19 A 10:05  
GREGORY HARTMANN  
CLERK OF COURTS  
HAMILTON COUNTY, OH



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

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

Jon Loken  
6255 S. Clippinger Dr  
Curti, OH 45243



D66844948

[Signature]

SIGNATURE

ADDRESS

2345 Ashtabula

757-4420

PHONE NUMBER

ATTORNEY NUMBER

0010124

PRE-DECREE ( ) POST-DECREE

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

Randal S. Bloch, #0010124  
Attorney for Plaintiff

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



**ELLEN TURNER** : **Case No. DR 0500131**  
Plaintiff : **File No. E233969**  
-vs- : **Judge Pantoto**  
 : **Magistrate Theile**  
**JON ENTINE** :  
Defendant : **VERIFIED**  
 : **MOTION FOR CONTEMPT**


Now comes Ellen Turner, Plaintiff herein, by and through her counsel, and moves this Court for an order for Defendant to appear and show cause why he should not be held in contempt of court for violation of the Shared Parenting Plan as entered into between the parties. Plaintiff states that Defendant went out of town with their daughter, Madeleine, on Friday, December 16, 2005. Plaintiff did not hear from Defendant or their daughter at the time that the travel arrangements were to have been completed. Inasmuch as Madeleine was ill when she left for her extended visit, Plaintiff was duly concerned. Apparently, Defendant changed the travel plans because of Madeleine's illness, thereby delaying their arrival for several hours. He, however, failed to notify Plaintiff of these changes. Plaintiff had no knowledge of the whereabouts of Madeleine for approximately 16 hours when she was ill. This is in direct violation of the Shared Parenting Plan.

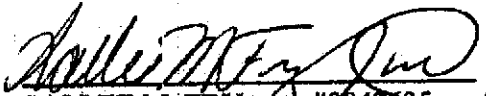
Defendant forwarded medical bills to Plaintiff for payment in spite of the fact that they were incurred during the duration of the 75N Order when he was responsible for the first

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GREGORY M. MATHIAS  
CLERK OF COURTS  
HAMILTON COUNTY, OH

\$100.00 per year per child of uninsured and unreimbursed expenses. Plaintiff has made payment on these bills and she is entitled to reimbursement from Defendant. In addition, COBRA costs are to be paid equally by both parties and Defendant has failed to make payment to Plaintiff. Plaintiff has made demand of Defendant for payment as indicated in Exhibit A attached hereto and made a part hereof and Defendant has failed to make payment to Plaintiff.

WHEREFORE, Plaintiff respectfully requests that Defendant be ordered to appear and show cause, if any, why he should not be punished according to law for failure to comply with previous court order, for costs of this action, for attorney fees, and for such other relief as may be equitable and proper.

  
RANDAL S. BLOCH #0010124  
Attorney for Plaintiff  
2345 Ashland Avenue  
Cincinnati, OH 45206  
(513) 751-4420  
Fax: (513) 751-4555  
[Wagbloch@yahoo.com](mailto:Wagbloch@yahoo.com)

  
SALLEE M. FRY #0042625  
Attorney for Plaintiff  
2345 Ashland Avenue  
Cincinnati, OH 45206  
(513) 421-6000  
Fax: (513) 763-3522  
[Postmasster@salleeatlaw.com](mailto:Postmasster@salleeatlaw.com)

**STATE OF OHIO, COUNTY OF HAMILTON) SS:**

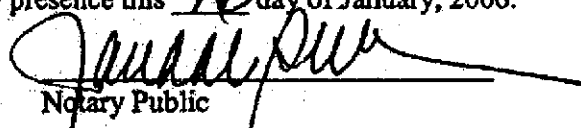
I, Ellen Turner, being first duly cautioned and sworn, state that the facts contained herein are true and accurate to the best of my knowledge and belief.

  
ELLEN TURNER

Sworn to before me and subscribed in my presence this 18 day of January, 2006.



RANDAL S. BLOCH, Attorney  
Notary Public, State of Ohio  
My commission has no expiration date  
Under O.R.C. Sec. 1503.01

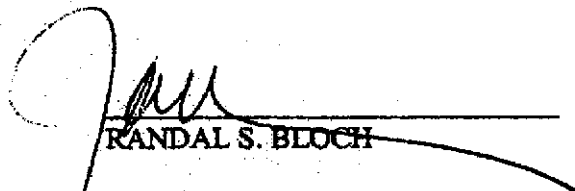
  
Notary Public

**NOTICE OF HEARING**

The within Motion will be heard on the 7 day of FEBRUARY, 2006, at 9:00 A m.  
before Magistrate Theile, in Room 02-102 of the Hamilton County Domestic Relations Court,  
800 Broadway, Cincinnati, Ohio 45202.

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing has been served by facsimile and ordinary mail the 19 day of January, 2006 to Gloria S. Haffer, Attorney for Defendant, 105 E. Fourth Street, Suite 300, Cincinnati, Ohio 45202.

  
RANDAL S. BLOCH

Mr. Jon Entine  
6255 S. Clippinger Drive  
Cincinnati, OH 45243

1/1/06

Dear Jon,

Attached is a recap of Medical and Healthcare bills that you are in arrears on paying.

Please provide prompt payment this week for your half of all of these bills as noted.



Ellen Turner  
7719 Shawnee Run Road  
Cincinnati, OH 45243

Via Registered Mail

✓ Cc - Randal Bloch

7005 1620 0000 1564 5750

<b>U.S. Postal Service</b>	
<b>CERTIFIED MAIL<sup>®</sup> RECEIPT</b>	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a> .	
<b>OFFICIAL USE</b>	
Postage	\$ 0.60
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
<b>Total Postage &amp; Fees</b>	<b>\$ 4.65</b>
0242 04 Postmark Here	
01/03/2006	
Sent To <b>JON ENTINE</b>	
Street, Apt. No., or PO Box No. <b>6255 S. Clippinger Dr.</b>	
City, State, ZIP+4 <sup>®</sup> <b>CINCINNATI, OH 45243</b>	
PS Form 3800 June 2002 See Reverse for Instructions	



**MEDICAL BILLING - 2005**

Service Provider	Date	Amount	Status	Jon's Payment?	Jon is In Arrears
Bethesda Hospital	27-Apr	\$492.00	ET Paid	no	250 days
Children's Hospital	15-Oct	\$259.99	ET Paid	no	75+ days
	24-Dec	\$15.10	ET Paid	no	7 days
	1-Sep	\$905.82	ET Paid	no	120 days
	1-Oct	\$905.82	ET Paid	no	90 days
	1-Nov	\$905.82	ET Paid	no	60 days
	1-Dec	\$905.82	ET Paid	no	30 days
	1-Jan	\$911.13	ET Paid	no	
2005 Sub-total		\$5,301.50			\$2550.75 owed to E. Turner

COBRA ✓  
 COBRA ✓  
 COBRA ✓  
 COBRA ✓  
 COBRA ✓

off

01000492004000000308000882170041



BETHESDA HOSPITAL, INC.  
619 Oak St.  
Cincinnati OH 45206-1690  
LOCAL: (513) 589-6117  
OUT OF AREA: (800) 234-5143  
email: pfs@trihealth.com

STATEMENT DATE 09/27/05	PAY THIS AMOUNT 492.00	ACCOUNT NO. E00088217004
IF PAYING BY CREDIT CARD, PLEASE FILL OUT BELOW		
<input type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> American Express		
CARD NUMBER	V-CODE	EXP DATE
SIGNATURE		AMOUNT PAID \$
MAKE CHECKS PAYABLE AND REMIT TO:		

ELLEN TURNER  
7719 SHAWNEE RUN RD  
CINCINNATI OH 45243-3119



BETHESDA HOSPITAL, INC.  
PO BOX 740328  
CINCINNATI, OH 45274-0328



STATEMENT PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

Service Date: 04/27/05

Patient Name: MADELINE ENTINE

DATE	DESCRIPTION	AMOUNT
08/30/05	Balance Forward	492.00
	Charges to date:	492.00
	Adjustments to date:	0.00



The balance shown below remains on your account. Please remit payment in full, or call 513-569-6117 to arrange a payment plan.

TOTAL: 492.00

TOTAL CREDITS: 0.00

TOTAL DUE: 492.00

This bill contains charges for hospital services only. Charges for physician's services related to your care will be billed separately.



TriHealth offers eBill Delivery and Online Payment. To receive your bills by email or to pay your bills online, please visit us at: [www.trihealth.com](http://www.trihealth.com)

Need Assistance Paying Your Hospital Bills?

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Cincinnati OH 45206-1690  
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OUT OF AREA: (800) 234-5143  
email: pfs@trihealth.com



Cincinnati Children's  
Location 0242  
Cincinnati, OH 45264-0242

*Hospital*

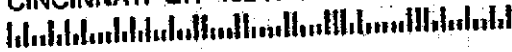
**Important Message**

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**Physician Billing Statement**

ELLEN TURNER  
7719 SHAWNEE RUN RD  
CINCINNATI OH 45243-3119

1V01865



**Account Summary**

Statement Date	10/15/05
Account Number	
Patient Name	MADELEINE ENTINE
Total Charges	\$ 333.00
Insurance Payments/Adjustments	\$ -73.01
Parent Payments	\$ 0.00
Total Account Balance	\$ 259.99
Pending With Insurance	\$ 0.00
Please Pay by 11/02/05	\$ 259.99

**Contact Us - Póngase En Contacto Con Nosotros**

Customer Service: (513) 636-4427 or (800) 344-2482  
Customer Service Reps available M-F 8:00 a.m. - 5:30 p.m.

- Billing questions or changes to your insurance
- Tenemos intérpretes que hablan español, disponibles para contestar las preguntas relacionadas a su cuenta. Por favor llame al (513) 636-4427.
- E-mail: [patientbilling@cchmc.org](mailto:patientbilling@cchmc.org)

*\*  
see - its a HOSPITAL*

Please see the reverse side to view your account details...

**Summary of Services and Charges**

PATIENT NAME: MADELEINE ENTINE		CASE NUMBER: 149624911		DOCTOR(S): GALL, J. OTT		
Date	CPT Code	Description	Charges	Payment/Adj	Pending Insurance	Parent Balance
08/12/05	99243	OP CONSULT DETAILED	\$ 247.00			\$ 247.00
09/13/05		465591/BEC/COMMERCIAL		\$ 0.00		
<b>TOTAL:</b>			<b>\$ 247.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 247.00</b>

PATIENT NAME: MADELEINE ENTINE		CASE NUMBER: 149624911		DOCTOR(S): GAULY, S. SHOT		
Date	CPT Code	Description	Charges	Payment/Adj	Pending Insurance	Parent Balance
09/09/05	99212	OV EST PT PROB FOCUSED	\$ 66.00			
09/23/05		472355/MGO/COMMERCIAL		\$ -51.98		
09/23/05		HMO/PPO OTHER ADJUST/DISCOUNT		\$ -21.03		\$ 12.99
<b>TOTAL:</b>			<b>\$ 66.00</b>	<b>\$ -73.01</b>	<b>\$ 0.00</b>	<b>\$ 12.99</b>

GRAND TOTAL:



Cincinnati Children's  
 Location 0242  
 Cincinnati, OH 45264-0242

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**Physician Billing Statement**

ELLEN TURNER 1V01587  
 7719 SHAWNEE RUN RD  
 CINCINNATI OH 45243-3119  
 [Barcode]

*Pd. 12/30/05  
 #1081*

**Account Summary**

Statement Date	12/24/05
Account Number	
Patient Name	MADELEINE ENTINE
Total Charges	\$ 86.00
Insurance Payments/Adjustments	\$ -70.80
Parent Payments	\$ 0.00
Total Account Balance	\$ 15.10
Pending With Insurance	\$ 0.00
<b>Please Pay by 01/11/06</b>	<b>\$ 15.10</b>

**Contact Us - Póngase En Contacto Con Nosotros**

- Customer Service: (513) 636-4427 or (800) 344-2462  
 Customer Service Reps available M-F 8:00 a.m. - 5:30 p.m.
- Billing questions or changes to your insurance
  - Tenemos intérpretes que hablan español, disponibles para contestar las preguntas relacionadas a su cuenta. Por favor llame al (513) 636-4427.
  - E-mail: patientbilling@cchmc.org

Please see the reverse side to view your account details... ➔

**Summary of Services and Charges**

PATIENT NAME: MADELEINE ENTINE		CASE NUMBER: 10165100		DOCTOR(S): SALLY CHOUT		
LOCATION: CINCINNATI CHILDREN'S EMERGENCY						
Date	CPT Code	Description	Charges	Payment/Adj	Pending Insurance	Parent Balance
11/29/05	99212	OV EST PT PROB FOCUSED	\$ 86.00			
12/15/05		527551/LEO/COMMERCIAL		\$ -60.41		
12/15/05		HMO/PPO OTHER ADJUST/DISCOUNT		\$ -10.49		\$ 15.10
<b>TOTAL:</b>			<b>\$ 86.00</b>	<b>\$ -70.80</b>	<b>\$ 0.00</b>	<b>\$ 15.10</b>
<b>GRAND TOTAL:</b>			<b>\$ 86.00</b>	<b>\$ -70.80</b>	<b>\$ 0.00</b>	<b>\$ 15.10</b>

**Ceridian COBRA Continuation Coverage Invoice**



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Customer Service Hotline  
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Group Benefits with: SLFRS EXECUTIVES  
Coverage: Medical:Indiv+2/Fam;Dental:Indiv+2/Fam

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|||||  
NCS-AB-0176-210  
Ellen L. Turner  
7719 Shawnee Run Road  
Cincinnati, OH 45243

Date: 09/20/05  
ID#

Period of Coverage	Premium	Amount Paid	Amount Due	Date Due	Grace Period Ends
09/01/05 to 09/30/05	905.82	0.00	905.82	09/01/05	10/01/05
10/01/05 to 10/31/05	905.82	0.00	905.82	10/01/05	10/31/05

\$ 1811.64

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Coverage will be cancelled if premium payment is not made on or before each grace period ending date shown above. If coverage is cancelled for non-payment of premium, reinstatement of coverage is not allowed. No partial payments will be accepted. Acceptance of payments by Ceridian, as collection agent for the employer, is without prejudice and with reservation of all rights. Please see reverse for important information regarding eligibility, premium billing and payment requirements.

**MAKE CHECKS PAYABLE TO:**

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CobraServ National Service Center: P.O. Box 534099 St. Petersburg, FL 33747

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**Ceridian COBRA Continuation Coverage Invoice**



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Customer Service Hotline  
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Group Benefits with: SLFRS EXECUTIVES  
Coverage: Medical:Indiv+2/Fam;Dental:Indiv+2/Fam

*Pd. 11/27/05  
Check # 1059*

██  
NCS-AB-0174-235  
Ellen L. Turner  
7719 Shawnee Run Road  
Cincinnati, OH 45243

Date: 11/21/05  
ID#:

00003510555401 0112105000

Period of Coverage	Premium	Amount Paid	Amount Due	Date Due	Grace Period Ends
12/01/05 to 12/31/05	905.82	0.00	905.82	12/01/05	12/31/05
			----- \$ 905.82		

**CALL 800-877-7994 ANYTIME FOR UPDATED PAYMENT AND BILLING INFORMATION. SERVICE REPS ARE AVAILABLE 8:00AM - 8:00PM ET.**

**Coverage will be cancelled if premium payment is not made on or before each grace period ending date shown above. If coverage is cancelled for non-payment of premium, reinstatement of coverage is not allowed. No partial payments will be accepted. Acceptance of payments by Ceridian, as collection agent for the employer, is without prejudice and with reservation of all rights. Please see reverse for important information regarding eligibility, premium billing and payment requirements.**

**MAKE CHECKS PAYABLE TO:**

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CobraServ National Service Center: P.O. Box 534099 St. Petersburg, FL 33747**

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Attorney for Mother, Fry 0042625

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

*Panioto J*

ELLEN TURNER

Plaintiff

Vs.

JON ENTINE

Defendant

CASE NO. DRO500131  
FILE NO. E233969  
CSEA NO.

JUDGE PANIOTO  
MAGISTRATE THEILE

AGREED SHARED  
PARENTING PLAN

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

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

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

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

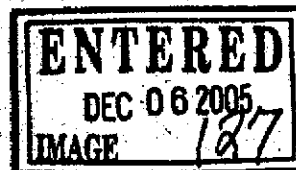
Both parents love Madeleine ("Maddie") and want to support each other in parenting her. Maddie should have access to both of her parents and should be comfortable with each of them. With the implementation of this Shared Parenting Plan, Maddie will know that both of her parents are going to work together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

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

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parents shall abide by the spirit of this Shared Parenting Plan as well as its written provisions insofar as the welfare of the minor child is concerned.

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

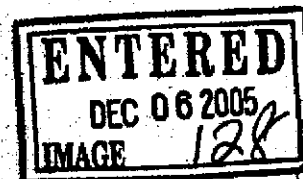
Now, therefore, looking to the best interests of the child, acknowledging that each parent has the ability to provide guidance, concern and a proper home life for the minor child, the parties hereby agree to allocate the parental rights and responsibilities as specifically set forth in the following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

**ARTICLE I. PHYSICAL LIVING ARRANGEMENTS**

A. Each parent shall be designated the residential parent and legal custodian of the parties' minor child, MADELEINE ENTINE, born May 22, 1998, regardless of where the child is physically located or with whom the child is residing at a particular time, as specified in this Order. For purposes of this Plan, Mother's residence shall be 7719 Shawnee Run Road, Cincinnati, Ohio 45243 and Father's residence shall be 6255 S. Clippinger Drive, Cincinnati, Ohio 45243.

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

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



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

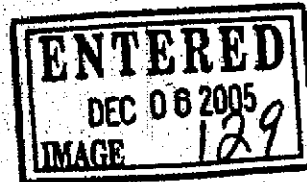
Maddie shall reside with Father from Wednesday commencing at the conclusion of the school day, day care or camp, or at ~~8:30 a.m.~~ <sup>8:30 a.m. SEPT. QJE MH</sup> if it is a non-school/camp day and continuing to Friday at the commencement of the school day, day care or camp, or at 8:30 a.m. if it is a non-school/camp day.

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

C. Unless otherwise noted herein, the parent with whom Maddie is residing shall provide transportation at the commencement of parenting time and the other parent, who then becomes the parent with whom Maddie is residing, shall provide transportation at the conclusion of that period, unless otherwise agreed upon by the parties. Most transitions will occur at school, day care or camp. If none of those apply during the designated transition times, then transitions will occur at home. Each parent shall be responsible to transport Maddie to her scheduled activities during his or her parenting time. The parties will not utilize a third party with whom their child is not familiar to provide transportation unless otherwise agreed upon.

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

E. Exclusive of school hours, in the event either party is going to be away from Maddie during his or her scheduled parenting time for an overnight, the away parent must offer the other parent the right of first refusal to spend this time with Maddie. If the other parent is not able to spend this time with Maddie, the parent in residence (but away overnight) shall provide alternate childcare. The childcare provider overseeing Maddie overnight shall be responsible and at least 21



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years of age. As soon as the parent in residence is aware of the need to be away overnight from Maddie, the parent shall immediately notify the other parent.

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

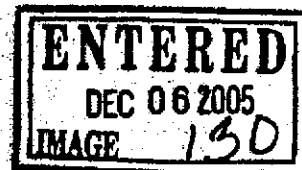
If alternative child-care is needed for Maddie due to an emergency, illness, snow-day, teacher in service day, or the like, during any of the above times, the parent with whom Maddie is residing in the morning shall be responsible for providing the same until the end of that day at the normal transition time. During days on which alternative child care is necessary, the parent with whom Maddie is residing will first offer the other parent the opportunity to provide child-care responsibilities for that day. If alternative child care is necessary, the parent with whom Maddie is residing will immediately by phone inform the other parent who will be providing that care and all relevant contact information.

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

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

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

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



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

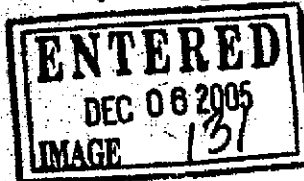
I. Each party shall keep the other party informed of all names, addresses, and telephone numbers of all professionals, schools, religious, or other institutions with which the child is associated or by whom being treated, and each party shall always provide the other's name, address, and telephone number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

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

**ARTICLE II: EXTENDED PARENTING TIME; HOLIDAYS; ACTIVITIES**

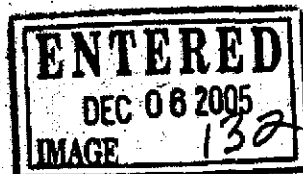
A. Each parent shall be entitled to up to two (2) full weeks of extended parenting time during the summer break, which may be taken consecutively. Full weeks commence on Friday after school or day care, or at 8:30 a.m. if it is non-school day and continue to Monday at the commencement of the school day,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

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



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



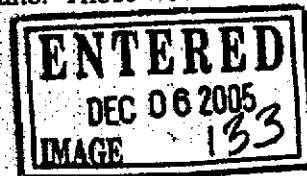
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the second half. Maddie would thus be with Father from December 21<sup>st</sup> until December 24<sup>th</sup> and again from December 30<sup>th</sup> until the return to school. Mother would have Maddie from December 24<sup>th</sup> until December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

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

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

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



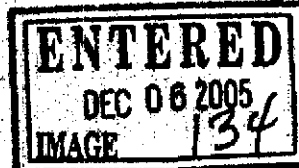
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consecutively to accommodate an extended camp experience or, if two one week activities are chosen, the weeks can be scheduled during the summer at the discretion of that parent, taking into consideration the scheduled summer vacations. If the July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

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

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

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



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

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

Christmas: Article II B. applies.

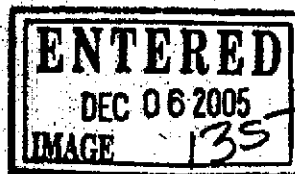
New Year's: Article II B. applies, following the Winter Break schedule

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

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

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

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



EA  
JHE



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

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

2013: Passover begins Friday, April 3 at 3:00 p.m. (or the conclusion of school if a school day) and ends the following day at 5:00 p.m.

2<sup>nd</sup> night of Passover: no special provision made; follow regular schedule.

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

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

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

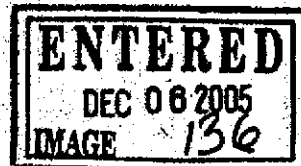
1<sup>st</sup> – Holidays, except for July 4<sup>th</sup> if it is taken as part of extended time

2<sup>nd</sup> – Extended periods

3<sup>rd</sup> – Weekly regular parenting time

### ARTICLE III. SCHOOL PLACEMENT AND RELIGIOUS TRAINING

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



EA  
DHE

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

B. Both parents may expose Maddie to his or her faith during their parenting time. Neither parent shall engage in any type of behavior that will discourage Maddie from attending the other parent's church or synagogue, or dissuade her from engaging in any activity sponsored by the other parent's church or synagogue during that parent's parenting time.

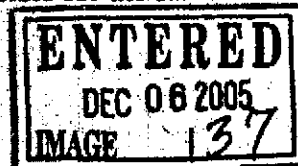
#### ARTICLE IV. HEALTH CARE/CHILD SUPPORT, ETC.

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

B. The parties shall exchange all information regarding said medical care coverage, including but not limited to cards, brochures, pamphlets, or other written and oral information available to them. The parties shall equally share all uncovered medical, dental and mental health costs. The parties shall exchange/reconcile the out of pocket health care costs and other medical receipts, once a year, on or about January 31 each year. Reimbursement shall occur within 30 days of the exchange.

C. Mother and Father shall consult and provide for the access for medical care providers consistent with maximum insurance coverage.

D. Each parent shall have access to all health records of the child. All major decisions regarding the child's medical, dental, orthodontic, optical, psychological, psychiatric, pharmaceutical drugs and hospital, or physical care, attention or treatment shall be mutually discussed and agreed upon provided there is no emergency. For routine appointments, the parties shall alternate taking responsibility for Maddie's care. Mother shall be responsible for routine dental care (i.e., teeth cleanings) in odd-numbered years and Father shall be responsible for the same in even-numbered



EP  
JHE

years. Father shall be responsible for routine medical care (i.e., physicals and well-visits) in even-numbered years and Mother shall be responsible for the same in odd-numbered years. The parent in charge of the routine dental and medical care shall notify the other parent of all scheduled appointments within four (4) hours of scheduling them. The other parent is free to attend all scheduled appointments. Maddie's current medical care provider, Dr. Bernardon, shall remain the same, unless otherwise agreed by the parties or if a change is necessary due to insurance coverage. Maddie's dentist shall be Dr. Jackson, unless otherwise agreed by the parties. Neither parent may change these providers, unless both parties agree otherwise. Dr. Fliman shall continue to oversee Maddie's mental health, unless both parties agree otherwise. Mother shall oversee Maddie's gynecological care, and will advise Father of the results of each exam.

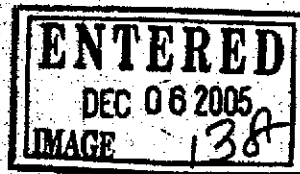
E. If Maddie becomes ill or injured during the time that she is with either party, that parent shall immediately notify the other and give the other party the details of such illness or injury. Elective surgery shall only be performed if both parties agree. In the event of an illness or emergency, the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

F. In the event a child's illness requires medical attention by a physician, the parent with whom the child is then residing shall promptly notify the other parent. Elective surgery shall only be performed after consultation with the other parent.

#### ARTICLE V. DEPENDENCY EXEMPTIONS; CHILD SUPPORT

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

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



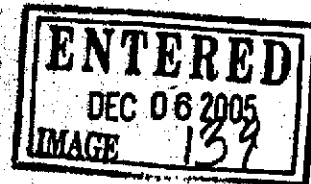
EA  
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C. All payments shall be made through the Division of Child Support in the Ohio Department of Jobs and Families, plus requisite processing charge. All payments in satisfaction of said obligation which are not made through the Division of Child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

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

All child support ordered by this order shall be withheld or deducted from the income or assets of the obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with chapters 3119, 3121, 3123, and 3125 of the Revised Code or a withdrawal directive issued pursuant to sections 3123.24 to 3123.38 of the Revised Code and shall be forwarded to the obligee in accordance with chapters 3119, 3121, 3123 and 3125 of the Ohio Revised Code. A person and/or entity required to comply with withholding or deduction notices described in Section 3121.03 of the revised Code shall determine the manner of withholding or deducting from the specific requirement included in the notices without the need for any amendment to the support order, and a person required to comply with an order described in sections 3121.03, 3121.04 to 3121.06 and 3121.12 of the Revised Code shall comply without the need for any amendment to the support order. The withholding or deduction notices and other orders issued under sections 3121.03, 3121.04 to 3121.06 and 3121.12 of the Revised Code, and the notices that require the obligor to notify the child support enforcement agency administering the support order of any change in the obligor's employment status or of any other change in the status of the obligor's assets, are final and enforceable by the court.

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



*Handwritten initials/signature*

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

ARTICLE VI. DISCIPLINE OF CHILD

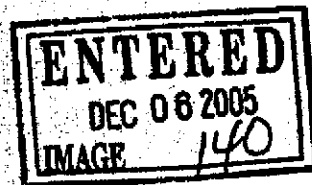
The parties shall consult on all major discipline matters, recognizing that it would be in the best interest of the child to maintain uniform standards of discipline regardless of which parent is in residence with child. Therefore, the parties agree to consult with each other with respect to the disciplining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

ARTICLE VII. DECISION MAKING

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

ARTICLE VIII. PASSPORT

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



EA  
JHE

in odd-numbered years. Both parties shall cooperate in exchanging the passport as needed for travel, including, but not limited to, signing any necessary forms or affidavits to allow for out-of-country travel.

#### ARTICLE IX. CUSTODIAL ACCOUNT

Maddie's current custodial account at Wachovia Securities shall be placed into trust with both parties as co-trustees. The funds may only be used for college expenses for Maddie (tuition, room, board, books and fees). If the funds have not been exhausted for college expenses as defined herein for Maddie, or there is more money in the account than necessary to fund college, the funds will be retained in the trust fund to which Maddie will have access when she turns 25. Each co-trustee will receive statements as to the trust fund and the parties shall enter into a Trust Agreement to effectuate this provision.

#### ARTICLE X. COLLEGE

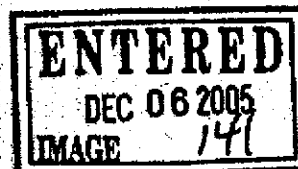
The parties recognize the value and desirability of making available to Maddie a post-high school education. To the extent Maddie desires to obtain such education, the parties agree to first utilize funds from her custodial account identified above to pay cost of tuition, room and board, books and fees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

#### ARTICLE XI. CHANGE OF RESIDENCE

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

#### ARTICLE XII. NO CONVICTION

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



EA  
DAS

party has been convicted of domestic violence or other assault against a family or a household member.

ARTICLE XIII. MEDIATION

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

ARTICLE XIV. MODIFICATION

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

ARTICLE XV. AGREEMENT TO COOPERATE; FOSTER LOVING RELATIONSHIP

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

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

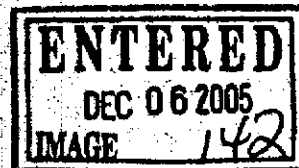
In the event of Father's premature death, Mother agrees to foster a loving relationship between Maddie and her paternal family members.

ARTICLE XVI. SUBMISSION OF PLAN

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

STATE OF OHIO, COUNTY OF HAMILTON, SS:

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



*EA*  
*JHE*

Robert J. Meyers  
Witness

J. Entine  
Father

Thomas J. Hayes  
Witness

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

Robert J. Meyers  
Notary Public

STATE OF OHIO, COUNTY OF HAMILTON, SS:

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

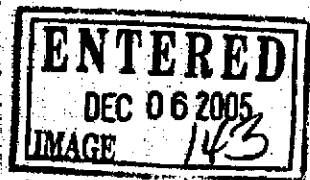
Ellen M. Turner  
Witness

Ellen L. Turner  
Mother

[Signature]  
Witness

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

[Signature]  
Notary Public





**Basic Principles: Twelve and Teenage Years**

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

The non-residential parent shall have parenting time as follows:

**E. 12 to 18 years:**

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

A rotating four week schedule as follows:

- Week 1-Friday 6:00 pm until Saturday at 6:00 pm
- Week 2-Saturday 6:00 pm until Sunday at 6:00 pm
- Week 3-Friday 6:00 pm until Sunday at 6:00 pm
- Week 4-Residential Parent's weekend

12-TEENAGERS - PARENTING SCHEDULE							
	MON	TUE	WED	THU	FRI	SAT	SUN
WK1		5		5	O		
WK2		5		5		O	
WK3		5		5	O	O	
WK4		5		5			

X = Evenings  
O = Overnight

**3. HOLIDAY SCHEDULE/EXTENDED PERIODS**

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

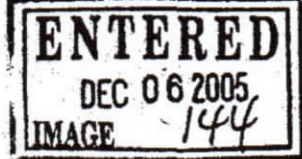
HOLIDAYS	EVEN # YEARS	ODD # YEARS	AS AGREED, OR
New Year's Holiday *	Mother	Father	12/31, 6:00 pm - 1/1, 7:00 pm
Martin Luther King Day	Father	Mother	Sun., 6:00pm - Mon., 7:00 pm
President's Day	Mother	Father	Sun., 6:00 pm - Mon., 7:00pm
Easter	Father	Mother	Sat., noon - Sun., 7:00 pm
Memorial Day	Mother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

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

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

C. The residential parent shall be entitled to two weeks of consecutive time each year.  
D. Extended periods of time are to be arranged within seven days from the time the parents' vacation schedules are posted by their employers. Each parent shall notify the other parent in writing of the times desired for these extended periods no later than 30 days prior to the exercise of extended period. Where there is a conflict between parents as to vacation schedules, the schedule of the parent who first gives written notice to the other parent shall prevail.

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



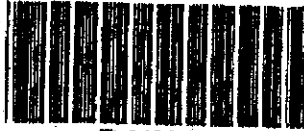


COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
HAMILTON COUNTY, OHIO

Ellen Turner  
Plaintiff / Petitioner

-vs/and-

Jon Entine  
Defendant / Petitioner



D66323217

Enter: Panioto

Date: 11/30/05

Case No. DR0500131

File No. E233969

CSEA No. \_\_\_\_\_

Judge Panioto

**ENTRY**

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

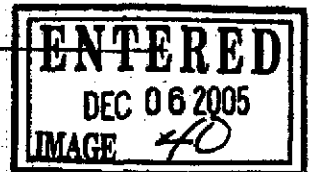
Ellen Turner  
Plaintiff / Petitioner

[Signature]  
Attorney for Plaintiff  
DR 3.0 (April, 2000) 0042625

Magistrate JUDGE

[Signature]  
Defendant / Petitioner

[Signature]  
Attorney for Defendant  
11-30-05



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

Ellen L Turner  
Plaintiff / Petitioner

SS# \_\_\_\_\_ DOB \_\_\_\_\_

-vs/and-

Jon H Entwine  
Defendant / Petitioner

SS# \_\_\_\_\_ DOB \_\_\_\_\_

Enter: [Signature]

Date: 11-10-2005

Case No. DR0500131

File No. E 233969

CSEA No. \_\_\_\_\_

JUDGE Panico

ENTRY GRANTING CONTINUANCE

The Court, for good cause shown, grants a continuance in the above case to:

11-30-2005

(Date and time)

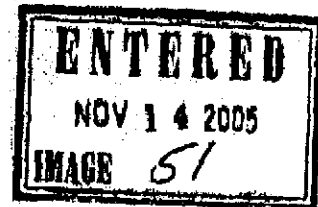
AT 9:00 AM

CUSTODY CONF.

[Signature]  
0042675

[Signature]

[Signature]  
0014333



D66045950

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

Ellen Turner  
Plaintiff / Petitioner

Date: 11-3-05

-vs/and-

Case No. DR0500131

File No. E233969

Jon Entine  
Defendant / Petitioner

CSEA No. \_\_\_\_\_

Judge Panisto  
Judge / Magistrate's

**ORDER FOR CONTINUANCE**

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

- |   |  |
|---|--|
| <input type="checkbox"/> conflict of trial assignment               | <input type="checkbox"/> continued in progress |
| <input type="checkbox"/> for the presence of a necessary witness    | <input type="checkbox"/> failure of service    |
| <input type="checkbox"/> for the presence of a party                | <input type="checkbox"/> other _____           |
| <input type="checkbox"/> to obtain additional information/discovery | _____  |

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

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

**THEREFORE, IT IS HEREBY ORDERED:**

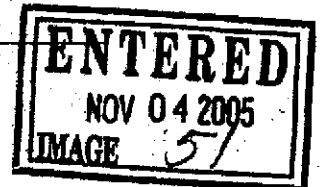
This case is hereby continued to Feb 7, Feb 8 + Feb 10 2006  
2/7/8 + 7/10 at 9-12 am/pm for 3 hour(s), Court of Common Pleas,  
Division of Domestic Relations, 800 Broadway in Courtroom 2-102 before Judge/Magistrate Thiele

For (type of hearing) \_\_\_\_\_

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

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

[Signature]  
Judge / Magistrate



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

[Signature]  
Plaintiff # 0042625  
Attorney for Plaintiff

[Signature]  
Defendant # 0014333  
Attorney for Defendant

Other (CSEA / GAL) \_\_\_\_\_

Other (CS) \_\_\_\_\_



DG5945287

| | COURT | | FILE | | CSEA | | PARTY |

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

Ellen L. Turner  
Plaintiff / Petitioner

-vs/and-

Jon H. Payne  
Defendant / Petitioner

Enter: Law

Date: 9/26/05

Case No. DP0500131

File No. E 233969

CSEA No. \_\_\_\_\_

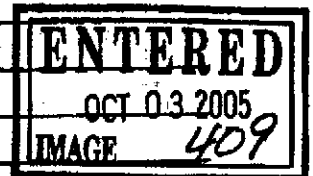
Judge Paunto

**ENTRY**

Child support & spousal support are stayed  
until 12/31/05 or further order of the court.  
COBRA costs shall be divided equally between  
Plaintiff & Defendant after the initial payments  
where the 5/3 bank checks are added. Reimbursement  
to Plaintiff will be made by Plaintiff for 1/2  
of COBRA payments from 5/3 checking account.



D65507231



[Signature]  
Magistrate

Ellen L. Turner  
Plaintiff / Petitioner

Jon H. Payne  
Defendant / Petitioner

[Signature]  
Attorney for Plaintiff

[Signature]  
Attorney for Defendant

DP 0014333

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

*[Signature]*  
Judge Panioto

ELLEN L. TURNER

CASE NO. DR0500131

E233969

Plaintiff,

9-26-05

v.



Judge Panioto  
Magistrate Theile

INTERIM  
AGREED ENTRY

JON H. ENTINE

Defendant.

BY EXPRESS AGREEMENT of the parties and upon approval of the Court, the parties hereby agree to the following:

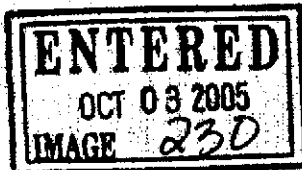
1. Plaintiff, Ellen Turner, shall have parenting time with the minor child, Maddie Entine, from Thursday, October 20, 2005 at the conclusion of school until Friday, October 21, 2005 at 3:00 p.m. which is the commencement of Plaintiff's regularly scheduled parenting time with Maddie. Plaintiff shall also have parenting time with Maddie on Sunday, October 2, 2005 commencing at noon and continuing until October 3, 2005, when Plaintiff returns Maddie to school in the morning.
2. Defendant, Jon Entine, shall have parenting time with Maddie on Monday, October 3, 2005 commencing at the conclusion of school until Tuesday, October 4, 2005 when the regular parenting schedule resumes.
3. Plaintiff has one remaining week of extended parenting time for the calendar year 2005. Defendant has exercised all of his extended parenting time for the calendar year 2005.
4. The parties are in the process of negotiating the final terms of a shared parenting agreement. In the interim, they shall adopt a new parenting schedule whereby Maddie resides with her parents on a two-week rotating schedule. During Week One, Maddie shall reside with Father from Monday commencing at the conclusion of the school day until the following Monday at the commencement of the school day. During Week One, Maddie shall reside with Mother on Wednesday at the conclusion of the school day until Thursday morning at the commencement of the school day. During Week Two, Maddie shall reside with Mother on Monday at the conclusion of the school day until the following Monday at the commencement of the school day. During Week Two, Maddie shall reside with Father on Wednesday at the conclusion of the school day until Thursday morning at the commencement of the school day. Week One is effective

~~Oct. 3, 2005~~  
Sept 26, 2005

*[Signature]*

IT IS SO AGREED AND ORDERED this 26<sup>th</sup> day of September, 2005.

*[Handwritten initials]*



Page 1 of 3

*[Handwritten initials]*



Turner v. Entine  
Case No. DR0500131

5. The Following Changes to the week-to-week regular schedule, in addition to Paragraphs 1 + 2 herein, are as follows:

a. Maddie shall be with Mother after school Tues., Nov. 22, 2005 until Wed, Nov. 23, 2005 at ~~6:00~~ NOON. SF

b. Maddie's 2005 winter break is with Father after school 12/16/05 to 12/23/05 at noon. She shall then be with Mother from 12/23/05 at noon until 12/31/05 at ~~9 AM~~ 9 AM SF and with Father from 12/31/05 to the return to school on 1/2/06. EX.

c. On Mondays for the transitions from homes, when there is no school, the exchange time shall be 5:30 p.m.

7. Maddie shall be with Mother the weekends of 12/9/05 at 3pm through school 12/12/05.



DRB  
JHE

Page 2 of 3.

SF EX

*[Handwritten Signature]*

Magistrate/Judge

*Ellen Turner*  
ELLEN L. TURNER/Plaintiff

*Jon Entine*  
JON ENTINE/Defendant

*[Handwritten Signature]*

RANDAL S. BLOCH/0010124  
Counsel for Plaintiff  
2345 Ashland Avenue  
Cincinnati, Ohio 45206  
513-751-4420  
513-751-4555 facsimile  
wagbloch@yahoo.com

*Gloria S. Haffer* 9/26/05

Gloria S. Haffer #0014333

*Robert J. Meyers* 9/26/05

Robert J. Meyers #0014589  
Attorneys for Defendant  
BUECHNER, HAFFER, O'CONNELL,  
MEYERS & HEALEY CO., L.P.A.  
105 East Fourth Street  
300 Fourth & Walnut Centre  
Cincinnati, Ohio 45202  
Telephone No.: 513-579-1500  
Fax No.: 513-977-4361

*Sallee M. Fry*

SALLEE M. FRY/0042625  
Co-Counsel for Plaintiff  
2345 Ashland Avenue  
Cincinnati, Ohio 45206  
513-421-6000  
513-763-3522 facsimile  
postmaster@salleecatlaw.com

ENTERED  
OCT 03 2005  
IMAGE 232



1. The parties shall divide equally the  
Washco account.

2. The parties shall divide equally the  
checking account at First Sun Bank.

after payment of COBRA's London Hall \$160 ET.

IAS \$330 JHE



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

Ellen Turner  
Plaintiff / Petitioner

Date: 9.26.05

-vs/and-

Case No. DR0500131

File No. E233969

Tom Entoni  
Defendant / Petitioner

CSEA No. \_\_\_\_\_

Judge Panisto  
Judge / Magistrate's

**ORDER FOR CONTINUANCE**

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

- |   |  |
|---|--|
| <input type="checkbox"/> conflict of trial assignment               | <input type="checkbox"/> continued in progress |
| <input type="checkbox"/> for the presence of a necessary witness    | <input type="checkbox"/> failure of service    |
| <input type="checkbox"/> for the presence of a party                | <input type="checkbox"/> other _____           |
| <input type="checkbox"/> to obtain additional information/discovery | _____  |

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

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

**THEREFORE, IT IS HEREBY ORDERED:**

This case is hereby continued to 11:30 at 8:15 am/pm for 4 hour(s), Court of Common Pleas, Division of Domestic Relations, 800 Broadway in Courtroom 2.02 before Judge/Magistrate T. Panisto  
For (type of hearing) \_\_\_\_\_

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

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

[Signature]  
Judge / Magistrate

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



Plaintiff  
[Signature]  
Attorney for Plaintiff

Defendant  
[Signature]  
Attorney for Defendant  
# 0014333

Other (CSEA / GAL)  
Other \_\_\_\_\_



D65430570

| | COURT | | FILE | | CSEA | | PARTY |

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.

JON H. ENTINE  
Defendant

CASE NO. DR0500131

Judge Panioto  
Magistrate Theile

Motion to Enforce Extended  
Parenting and Holiday Order

Now comes Plaintiff, Ellen Turner, by and through counsel, and hereby moves this Court for an Order to enforce the Court's Extended Parenting Order and the Holiday Schedule set forth in the Court's 75(N) Parenting Order. Pursuant to said 75(N) Order, Plaintiff is entitled to four (4) weeks of extended parenting time with the minor child, Madeleine. Defendant is entitled to two (2) weeks of extended parenting time. In addition, the parties are to follow the Standard Holiday Schedule.

Defendant has already exercised three weeks of extended parenting time with Madeleine this year. Thus, he is not entitled to any additional extended parenting time this year. Despite this, he has given Plaintiff notice of his intent to exercise parenting time with Madeleine commencing December 16 and continuing until December 23, 2005. Plaintiff seeks an Order enforcing the Court's Order to prevent Defendant from taking this additional time.

Plaintiff has exercised three weeks of her allotted four weeks of extended parenting time this year. Thus, she is entitled to one more week. Plaintiff has given Defendant notice of her intent to exercise one day of extended parenting time commencing after school on October 20, 2005 and continuing until October 21, 2005 at 3:00 p.m. when she would resume her regular weekend time with Madeleine. This time will not interfere with school, as October 21<sup>st</sup> is a non-school day.

Defendant is of the opinion that he need not grant Plaintiff this request, unless she agrees to give him extra time with Madeleine. Plaintiff seeks a Court order specifying that Plaintiff is entitled to her remaining extended parenting time, without interference from Defendant and without having to "make-up" the time to Defendant.

GREGORY HARTMAN  
CLERK OF COURTS  
HAMILTON COUNTY, OHIO  
1000 E. 9th St.  
SPRINGFIELD, OHIO 45502

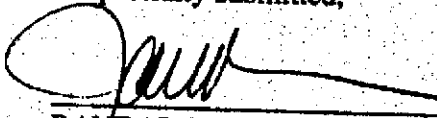


D65326443

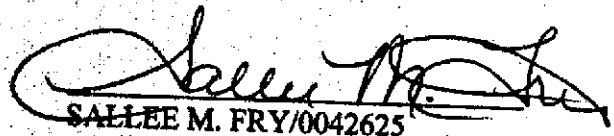
Finally, Plaintiff seeks a clarification of the Holiday Schedule. Plaintiff is Christian and Defendant is Jewish. Defendant intends to exercise both the Jewish Holidays and the Christian Holidays allotted to the residential parent. Since Madeleine's birth, she has spent every Christmas with Plaintiff's family. Plaintiff requests for her final week of extended parenting time with Madeleine that she be allowed parenting time from December 23 until December 31<sup>st</sup>, 2005. Plaintiff also requests an Order that she is entitled to all Christian holidays and Defendant is entitled to the Jewish holidays set forth in the Court's Standard Holiday Schedule.

Wherefore, Plaintiff respectfully moves this Court for an Order denying Defendant additional extended parenting time this year, an Order allowing her to have parenting time on October 20-21<sup>st</sup> and December 23-31<sup>st</sup>, a clarification of the holiday schedule, and for all other relief just and equitable, including but not limited to, her fees and cost in the pursuit of this motion.

Respectfully submitted,



RANDAL S. BLOCH/0010124  
Counsel for Plaintiff  
2345 Ashland Avenue  
Cincinnati, Ohio 45206  
513-751-4420  
513-751-4555 facsimile  
wagbloch@yahoo.com



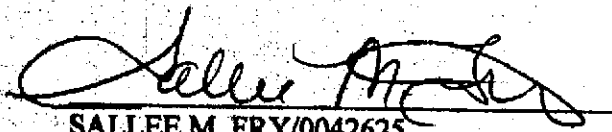
SALLEE M. FRY/0042625  
Co-Counsel for Plaintiff  
2345 Ashland Avenue  
Cincinnati, Ohio 45206  
513-421-6000  
513-763-3522 facsimile  
postmaster@salleecatlaw.com

#### NOTICE OF HEARING

Please take notice that the foregoing Motion will be heard on the 26th day of September, 2005, commencing at 9:00 a.m. before the Honorable Magistrate Theile of the Hamilton County Domestic Relations Court, located on the second floor, 800 Broadway, Cincinnati, Ohio 45202.

#### CERTIFICATE OF SERVICE

I certify that a copy of the foregoing motion has been served via ordinary mail on this 19 day of Sept, 2005 on Gloria Haffer, Esq. and Robert Meyer, Esq., counsel for Defendant at 105 East Fourth Street, Suite 300, Cincinnati, Ohio 45202-4057.  
*Via Email 9-16-05.*

A handwritten signature in black ink, appearing to read "Sallee M. Fry", written over a horizontal line.

**SALLEE M. FRY/0042625**

**Attorney for Plaintiff**

3

*[Handwritten signature]*  
AUG 31 2005

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

ELLEN L. TURNER

Plaintiff,

v.

JON H. ENTINE

Defendant.

CASE NO. DR0500131

E 233969

JUDGE PANIOTO

MAGISTRATE THEILE

AGREED ENTRY

On May 18, 2005 the Plaintiff, Ellen L. Turner, filed a Motion to Continue Private School Placement for the School Year 2005-2006. In addition, Plaintiff filed a Motion to Modify 75(N) Temporary Order Due to a Change in Circumstance. The Motion to Continue Private School Placement is currently scheduled for hearing before Judge Panioto on August 19, 2005 at 9:00 AM. The 75(N) Order is scheduled for Oral Hearing before Magistrate Theile on September 26, 2005 beginning at 9:00 AM.

The parties, by and with the advice and consent of counsel, have reached agreement with regard to the first issue, and have reached a partial agreement as to the second issue. The parties hereby submit this Agreed Entry to reflect these agreements. Wherefore, upon the consent of the Court, it is hereby ordered as follows:

1. The minor child of the parties, Madeleine Entine, born May 22, 1998, shall remain enrolled at Cincinnati Country Day School for the academic year 2005-2006. Thereafter, she shall be enrolled in the Indian Hill public schools. The balance of her tuition for 2005-2006 of approximately \$13,100.00 shall be paid from the funds held in Madeleine's Wachovia custodial account.
2. Effective August 1, 2005, the 75 (N) Temporary Order entered on March 9, 2005 shall be stayed as to both spousal and child support only until October 1, 2005



D65135390

ENTERED  
SEP 02 2005  
IMAGE 117



subject to further Order of the Court.

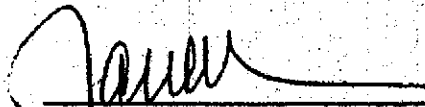
3. The parties shall cause the sum of \$200,000.00 to be withdrawn first from the parties' Dreyfus and Fifth Third accounts, and the remainder from the parties' joint Wachovia account, so that each party shall receive the total sum of \$100,000.00. This money will be paid on or before August 29, 2005. This amount shall be retained by each party as their sole and exclusive separate property.
4. The parties and their counsel will have a settlement conference on or before September 20, 2005.
5. The hearing scheduled before Judge Panioto on August 19, 2005 is hereby vacated. An Oral Hearing regarding the 75(N) Order is scheduled before Magistrate Thelle on September 26, 2005.

ALL UNTIL FURTHER ORDER OF THE COURT.

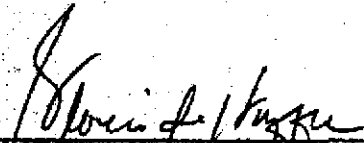
\_\_\_\_\_  
JUDGE

\_\_\_\_\_  
Ellen L. Turner, Plaintiff

\_\_\_\_\_  
Jon H. Entine, Defendant

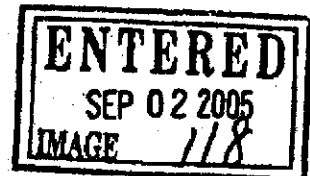


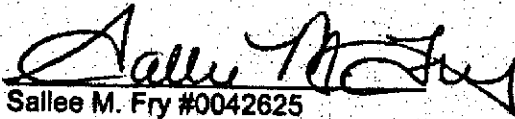
Randal S. Bloch #0010124  
Attorney for Plaintiff, Ellen L. Turner  
2345 Ashland Avenue  
Cincinnati, Ohio 45206  
Telephone: (513) 751-4420  
Facsimile: (513) 751-4555  
[wagbloch@yahoo.com](mailto:wagbloch@yahoo.com)



Gloria S. Haffer #0014335  
Attorney for Defendant, Jon H. Entine  
BUECHNER, HAFFER, O'CONNELL,  
MEYERS & HEALEY CO., L.P.A.  
105 East Fourth Street, Suite 300  
Cincinnati, Ohio 45202  
Telephone: (513) 579-1500  
Facsimile: (513) 977-4361  
[ghaffer@bhomh.com](mailto:ghaffer@bhomh.com)

*Magistrate Thelle*  
*8-22-05*



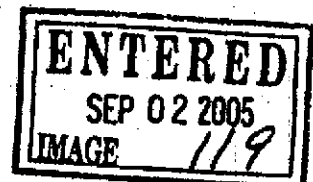


Sallee M. Fry #0042625  
Attorney for Plaintiff, Ellen L. Turner  
2345 Ashland Avenue  
Cincinnati, Ohio 45206  
Telephone: (513) 421-6000  
Facsimile: (513) 763-3522  
[postmaster@salleeatlaw.com](mailto:postmaster@salleeatlaw.com)



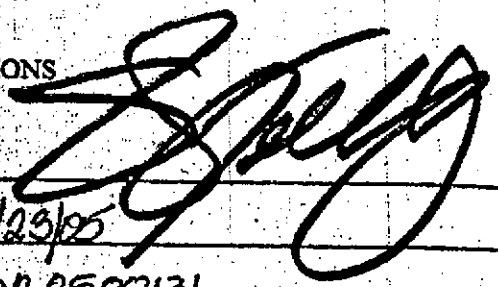
Robert J. Meyers #0044589  
Attorney for Defendant, Jon H. Entine  
BUECHNER, HAFFER, O'CONNELL,  
MEYERS & HEALEY CO., L.P.A.  
105 East Fourth Street, Suite 300  
Cincinnati, Ohio 45202  
Telephone: (513) 579-1500  
Facsimile: (513) 977-4361  
[rmeyers@bhornh.com](mailto:rmeyers@bhornh.com)

95331





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



Ellen L Turner  
 SS# \_\_\_\_\_  
 DOB: 10-2-60  
 Plaintiff

Enter: \_\_\_\_\_  
 Date: 8/23/05  
 Case No. DL0500131

-vs-  
Jon H Entine  
 SS# \_\_\_\_\_  
 DOB: 4-30-52  
 Defendant

File No. \_\_\_\_\_  
 CSEA No. \_\_\_\_\_  
**ORDER TERMINATING WITHHOLDING ORDER**  
 Judge Powell  
 Magistrate Theik

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

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

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

<input checked="" type="checkbox"/> Deducting Organization	<input checked="" type="checkbox"/> Obligor	<input checked="" type="checkbox"/> Obligee
<u>Jill Lee</u> Name	<u>Ellen Turner</u> Name	<u>Jon Entine</u> Name
<u>10151 Carver Rd</u> Street Address	<u>779 Shuman Run Rd</u> Street Address	<u>6255 S Olppinger Dr</u> Street Address
<u>Ohio 045242</u> City/State/Zip	<u>Madira OH 45243</u> City/State/Zip	<u>Madira, OH 45243</u> City/State/Zip



**ENTERED**  
 SEP 02 2005  
 IMAGE 15

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

ELLEN L. TURNER	:	CASE NO. DR0500131
Plaintiff,	:	
vs.	:	JUDGE PANIOTO
	:	MAGISTRATE THEILE
JON H. ENTINE	:	<u>ENTRY</u>
Defendant.	:	

The hearing scheduled for July 12, 2005 at 11:00 a.m. before Judge Panioto is hereby continued until the 19<sup>th</sup> day of August, 2005 at 9:00 a.m. p.m.

IT IS SO ORDERED.

\_\_\_\_\_  
Judge

File-stamped copies were sent to the following this date of filing:

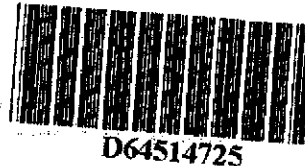
Gloria S. Haffer #0014333  
Robert J. Meyers #0014589  
Buechner, Haffer, O'Connell,  
Meyers & Healey Co., L.P.A.  
300 Fourth & Walnut Centre  
105 East Fourth Street  
Cincinnati, Ohio 45202

and

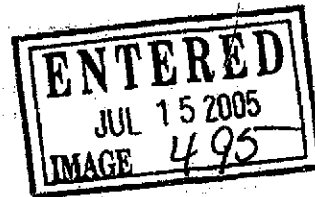
Sallee M. Fry, Esq.  
The Law Office of Sallee M. Fry  
2345 Ashland Avenue  
Cincinnati, Ohio 45206

and

Randal S. Bloch, Esq.  
WAGNER & BLOCH, LLC  
2345 Ashland Avenue  
Cincinnati, Ohio 45206



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



*Handwritten signature*

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

ELLEN L. TURNER	:	CASE NO. DR0500131
Plaintiff,	:	
v.	:	JUDGE PANIOTO
	:	MAGISTRATE THEILE
JON H. ENTINE	:	<u>DEFENDANT'S MEMORANDUM IN</u>
Defendant.	:	<u>OPPOSITION TO PLAINTIFF'S</u>
	:	<u>MOTION TO MODIFY 75(N)</u>
	:	<u>TEMPORARY ORDER DUE TO</u>
	:	<u>CHANGE OF CIRCUMSTANCES</u>

Defendant Jon H. Entine ("Husband"), by and through counsel, submits his Memorandum in Opposition to Plaintiff Ellen L. Turner's ("Wife") Motion to Modify 75(N) Temporary Order Due to Change of Circumstances.

The 75(N) temporary support order should not be modified. Wife has adequate funds available to satisfy her temporary support obligations. Wife's gross income for 2004 was \$878,239.89. Her salary for the first half of 2005 before her employment at Sara Lee was terminated is consistent with her 2004 salary. In addition to her salary, Wife participated in the Sara Lee Executive Deferred Compensation Plan and received a distribution of Sara Lee stock with a fair market value of \$624,173.00 as of June 9, 2005. She also has long-term restricted stock units of Sara Lee valued at \$432,096.00. Wife sold Sara Lee stock on March 31, 2005, despite the restraining order preventing such a transaction, and received proceeds from the sale in the amount of \$57,357.37. Wife is also negotiating with Sara Lee regarding her severance and will likely obtain a favorable package.

The Court should not disturb the 75(N) temporary order concerning the allocation of parental rights and responsibilities. Husband should remain as the temporary residential parent and legal custodian of the parties' minor child, Madeline Entine ("Maddie"). Husband

GREGORY HARTMANN  
CLERK OF COURTS  
HAMILTON COUNTY, OH

2005 JUN 14 AM 9:11

FILED

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



D64449243

can provide a more stable environment for Maddie. Now that Wife is unemployed, she will likely spend a good deal of time and effort pursuing new job opportunities. Wife has a history of frequent job changes and long-distance relocation for her employment. It would not be in Maddie's best interest to change the designation of temporary residential parent and legal custodian only to have it changed back again if and when Wife secures new employment.

Wife's vague, baseless assertions concerning alleged "manipulation and harmful behavior" by Husband do not provide justification for a change in the temporary custody arrangement. Wife has failed to articulate any specific concrete facts to support her vague claims. The only specific claim that Wife has made about Husband relates to removing Maddie from private school and enrolling her in the Indian Hill public school district for second grade. Husband's desire for Maddie to attend a highly-rated public school is a reasonable, responsible decision in light of Wife's recent job loss and her attendant claim that she cannot afford her temporary support obligations (and presumably the private school tuition).

As for Wife's claims of lack of access to Maddie, these claims have no merit. Husband has fully cooperated with Wife's parenting time with and access to Maddie. The only reason Wife has presented in favor of the change of temporary residential parent and legal custodian is Wife's unemployment. Wife's employment status may be short-lived and is insufficient to undue the current temporary custody arrangement.

Based upon the foregoing, Husband respectfully requests that the Court deny Wife's Motion to Modify 75(N) Temporary Order due to Change in Circumstances and to continue to enforce the current 75(N) order.

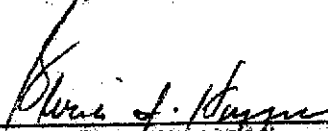
BUECHNER, HAFFER,  
O'CONNELL, MEYERS &  
HEALEY CO., L.P.A.

Suite 300

105 East Fourth Street  
Cincinnati, Ohio 45202

(513) 579-1500

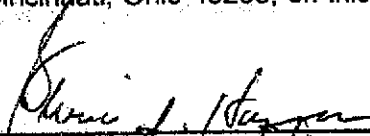
Respectfully submitted,



Gloria S. Haffer #0014338  
Robert J. Meyers #0014589  
Trial Attorneys for Defendant Jon H. Entine  
Buechner, Haffer, O'Connell,  
Meyers & Healey Co., L.P.A.  
105 East Fourth Street  
Suite 300  
Cincinnati, Ohio 45202  
Telephone: 513-579-1500  
Facsimile: 513-977-4361  
E-mail: ghaffer@bhomh.com  
E-mail: rmeyers@bhomh.com

**CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing Defendant's Memorandum in Opposition to Plaintiff's Motion to Modify 75(N) Temporary Order due to Change in Circumstances has been served upon Sallee M. Fry, Esq., Law Office of Sallee M. Fry, 2345 Ashland Avenue, Cincinnati, Ohio 45206 and upon Randal S. Bloch, Esq., Wagner & Bloch, LLC, 2345 Ashland Avenue, Cincinnati, Ohio 45206, on this 12<sup>th</sup> day of July, 2005.



Gloria S. Haffer #0014338  
Robert J. Meyers #0014589  
Attorneys for Defendant

93857.1

BUECHNER, HAFFER,  
O'CONNELL, MEYERS &  
HEALEY CO., L.P.A.

Suite 300

105 East Fourth Street  
Cincinnati, Ohio 45202

(513) 579-1500

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

ELLEN L. TURNER

: CASE NO. DR0500131

Plaintiff,

:

JUDGE PANIOTO

v.

:

MAGISTRATE THEILE

JON H. ENTINE

:

DEFENDANT'S MEMORANDUM IN  
OPPOSITION TO PLAINTIFF'S MOTION  
TO CONTINUE PRIVATE SCHOOL

Defendant.

:

Defendant Jon H. Entine ("Husband"), by and through counsel, submits his Memorandum In Opposition to Plaintiff Ellen L. Turner's ("Wife") Motion to Continue Private School Placement for the School Year 2005-2006.

Husband resides with the parties' minor child, Madeline Entine ("Maddie"), in their marital residence in Indian Hill, which is located within the Indian Hill Exempted Village School District. The Indian Hill Exempted Village School District is an excellent, top-rated public school district. It recently made Newsweek's Top 1,000 List for public schools in the United States. It was one of three Ohio public school districts to be rated in the Top 100 of Newsweek's list.

Maddie attended Cincinnati Country Day School for kindergarten and first grade. Husband is considering enrolling Maddie in the Indian Hill Primary School for the second grade. Husband cannot afford to pay the tuition at Cincinnati Country Day School. Husband believes that it would be in Maddie's best interest to change schools in the second grade rather than to wait until she is older and more established in the Cincinnati Country Day School community.

Wife seeks to continue Maddie at Cincinnati Country Day School for the 2005-2006 school year but she does not offer to contribute to the payment of private school tuition. Contemporaneously with her Motion to Continue Private School Placement, Wife also filed a Motion to Modify 75(N) Temporary Order due to Change of Circumstances claiming that

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D64448640

because her employment was terminated, she should no longer have to pay temporary spousal support. She also seeks a reduction of her child support obligation.

Under the circumstances, Wife's demand to continue Maddie at Cincinnati Country Day School is unreasonable. If Wife is unable to pay the ordered temporary support as she claims, then Husband will have to take on a greater burden of the marital expenses, including the mortgage payments, utilities, and overall maintenance of the marital residence and the child-related expenses. Husband is not financially able to manage this extra burden and pay the private school tuition.

It would be prudent for the parties to reduce their expenses where possible because of Wife's job loss. Under the circumstances, private school is not a financially-responsible choice. The Indian Hill schools are excellent, and there is no logical reason not to enroll Maddie in the Indian Hill Primary School for the coming school year.

Apparently, the parties previously signed an agreement with Cincinnati Country Day School for the 2005-2006 school year. In the event that the parties are bound by this agreement, Husband requests that the Court order that the private school tuition be paid from the funds in Maddie's custodial account, which currently has a balance of approximately \$85,000.00. Husband prefers not to utilize the custodial funds because they are intended to pay for Maddie's college education.

Based upon the foregoing, Husband respectfully requests that the Court deny Wife's Motion to Continue Private School Placement for the School Year 2005-2006, and allow Husband as the custodial parent to enroll Maddie in the Indian Hill school. Alternatively, if Maddie is to remain in private school, then Husband requests that the Court issue an order directing the parties to pay the private school tuition from the funds in Maddie's custodial account.

BUECHNER, HAFFER,  
O'CONNELL, MEYERS &  
HEALEY CO., L.P.A.

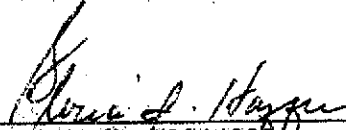
Suite 300

105 East Fourth Street

Cincinnati, Ohio 45202

(513) 579-1500

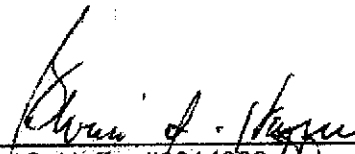
Respectfully submitted,



Gloria S. Haffer #0014333  
Robert J. Meyers #0014589  
Trial Attorneys for Defendant Jon H. Entine  
Buechner, Haffer, O'Connell,  
Meyers & Healey Co., L.P.A.  
105 East Fourth Street  
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Telephone: 513-579-1500  
Facsimile: 513-977-4361  
E-mail: ghaffer@bhomh.com  
E-mail: rmeyers@bhomh.com

**CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing Defendant's Memorandum in Opposition to Plaintiff's Motion to Continue Private School Placement for the School Year 2005-2006 has been served upon Sallee M. Fry, Esq., Law Office of Sallee M. Fry, 2345 Ashland Avenue, Cincinnati, Ohio 45206 and upon Randal S. Bloch, Esq., Wagner & Bloch, LLC, 2345 Ashland Avenue, Cincinnati, Ohio 45206, on this 11<sup>th</sup> day of July, 2005.



Gloria S. Haffer #0014333  
Robert J. Meyers #0014589  
Attorneys for Defendant

93841.1

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Cincinnati, Ohio 45202  
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PRE-DECREE ( ) POST-DECREE

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

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

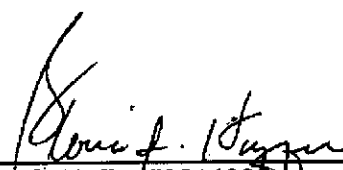
<p><b>ELLEN L. TURNER</b></p> <p>Plaintiff,</p> <p>v.</p> <p><b>JON H. ENTINE</b></p> <p>Defendant.</p>	<p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p>	<p>CASE NO. DR0500131</p> <p>JUDGE PANIOTO MAGISTRATE THEILE</p> <p><u>DEFENDANT'S MOTION FOR CONTINUANCE</u></p>
---	--	---

Defendant Jon H. Entine ("Husband"), by and through counsel, respectfully moves this Court for a continuance of the hearing scheduled by Plaintiff Ellen L. Turner ("Wife") for Tuesday, July 12, 2005 at 11:00 a.m. before Judge Panioto. This hearing was scheduled by Wife's counsel without confirming the availability of Husband's counsel, and Husband's counsel has a conflict with the hearing. Furthermore, Wife's counsel only gave Husband's counsel three business days' notice of the hearing. This Motion is supported by the following Memorandum. A proposed Entry is submitted herewith.

GREGORY HARTMANN  
 CLERK OF COURTS  
 HAMILTON COUNTY, OH

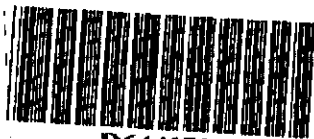
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FILED



Gloria S. Haffer #0014338  
 Robert J. Meyers #0014589  
 Trial Attorneys for Defendant Jon H. Entine  
 Buechner, Haffer, O'Connell,  
 Meyers & Healey Co., L.P.A.  
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 Cincinnati, Ohio 45202  
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 Facsimile: 513-977-4361  
 E-mail: [ghaffer@bhomh.com](mailto:ghaffer@bhomh.com)  
 E-mail: [rmeyers@bhomh.com](mailto:rmeyers@bhomh.com)

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



D64417824

## MEMORANDUM

On May 18, 2005, Wife filed her Motion to Continue Private School Placement for School Year 2005–2006 and her Motion to Modify 75(N) Temporary Order Due to Change of Circumstances. The parties and their counsel met on May 23, 2005 and June 14, 2005 in an effort to resolve the issues without judicial intervention. Husband's counsel believed that the meetings were productive and that the parties were on the road to resolving the issues. Husband's counsel understood that Wife's counsel would provide them with Wife's proposal, and they were waiting to receive the proposal.

As for Wife's Motion to Modify the 75(N) Temporary Order, a hearing was originally scheduled for June 16, 2005. As a result of the parties' meetings on May 23, 2005 and June 14, 2005, the parties' counsel jointly reported to Magistrate Theile on June 16, 2005 that the parties' issues were close to resolution. Consequently, the magistrate continued the hearing on the 75(N) motion until September 26, 2005 at 9:00 a.m. Now, Wife has unilaterally caused this hearing to be rescheduled (moved up two months) and the matter to be heard by Judge Panioto. Pursuant to the Local Rules, it is not appropriate for Judge Panioto to hear 75(N) issues. This is a matter for Magistrate Theile.

Late in the afternoon on July 7, 2005, Wife's counsel surprised Husband's counsel by faxing to Husband's counsel a Notice of Hearing that stated that both motions had been set for a hearing before Judge Panioto on Tuesday, July 12, 2005 at 11:00 a.m. This fax was the first notice that Husband's counsel received concerning the July 12, 2005 hearing.

Husband requests that the Court continue the hearing for several reasons. First, Wife's counsel scheduled the July 12, 2005 hearing without first contacting Husband's counsel to determine whether Husband's counsel would be available on July 12, 2005. This type of communication is a professional courtesy. Had this simple communication occurred, Wife's counsel would have learned that Husband's counsel is unavailable on July 12, 2005. Husband's

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O'CONNELL, MEYERS &  
HEALEY CO., L.P.A.

Suite 300

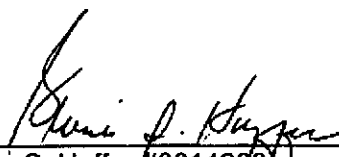
105 East Fourth Street  
Cincinnati, Ohio 45202

(513) 579-1500

counsel has a previously-scheduled deposition set for 10:00 a.m. on July 12, 2005 in another case.

Second, Wife's counsel did not provide adequate notice of the hearing. This Court requires at least 7 days notice of a hearing date. Here, Wife's counsel gave Husband's counsel only three business days notice. The Notice of Hearing was faxed to Husband's counsel's office in the late afternoon on Thursday, July 7, 2005. This notice is inadequate. Wife has not indicated anywhere in her Notice of Hearing that either motion constitutes an emergency and requires an emergency hearing.

Based upon the foregoing, Husband respectfully requests a continuance of the hearing scheduled for July 12, 2005.

  
Gloria S. Haffer #0014333  
Robert J. Meyers #0014589  
Trial Attorneys for Defendant Jon H. Entine  
Buechner, Haffer, O'Connell,  
Meyers & Healey Co., L.P.A.  
105 East Fourth Street  
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Cincinnati, Ohio 45202  
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E-mail: [ghaffer@bhomh.com](mailto:ghaffer@bhomh.com)  
E-mail: [rmeyers@bhomh.com](mailto:rmeyers@bhomh.com)

**NOTICE OF HEARING**

Please take notice that this Motion will be heard on the 12 day of JULY  
2005 at 11:00 A.M., before Judge/ Magistrate PAIOTO of the Hamilton County Ohio, Court of  
Common Pleas, Domestic Relations Division, Cincinnati, Ohio.

  
Gloria S. Haffer #0014333

BUECHNER, HAFFER,  
O'CONNELL, MEYERS &  
HEALEY CO., L.P.A.

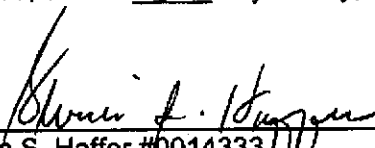
Suite 300

105 East Fourth Street  
Cincinnati, Ohio 45202

(513) 579-1500

**CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing Defendant's Motion for Continuance has been served upon Sallee M. Fry, Esq., Law Office of Sallee M. Fry, 2345 Ashland Avenue, Cincinnati, Ohio 45206 and upon Randal S. Bloch, Esq., Wagner & Bloch, LLC, 2345 Ashland Avenue, Cincinnati, Ohio 45206, on this 8<sup>th</sup> day of July, 2005.

  
\_\_\_\_\_  
Gloria S. Haffer #0014333  
Robert J. Meyers #0014589  
Attorneys for Defendant

93823.1

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O'CONNELL, MEYERS &  
HEALEY CO., L.P.A.

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

*Handwritten marks*

Randal S. Bloch, #0010124  
Attorney for Plaintiff

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

<b>ELLEN TURNER</b>	:	<b>Case N. DR05000131</b>
Plaintiff	:	<b>File No.</b>
-vs-	:	Judge Panioto Magistrate Theile
<b>John Entine</b>	:	<b><u>NOTICE OF HEARING</u></b>
Defendant	:	

Please take notice that the Motion to Continue Private School Placement for the School Year 2005 to 2006, filed May 18, 2005, and Motion to Modify 75N Temporary Order Due to Change in Circumstances, filed May 18, 2005, will be heard on Tuesday, July 12, 2005 at 11:00 A.M. before Judge Panioto, Room 02-25 of the Hamilton County Domestic Relations Court, 800 Broadway, Cincinnati, Ohio 45202

*[Signature]*  
 RANDAL S. BLOCH #0010124  
 Attorney for Plaintiff  
 2345 Ashland Avenue  
 Cincinnati, Ohio 45206  
 (513) 751-4420  
 Fax: (513) 751-4555  
[wagbloch@yahoo.com](mailto:wagbloch@yahoo.com)

GREGORY HARTMAN  
CLERK OF COURTS  
HAMILTON COUNTY, OH  
2005 JUL -8 A 8:43

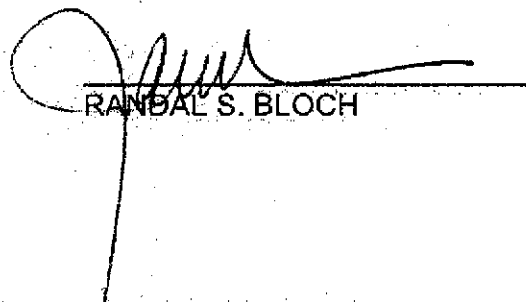
**FILED**

*[Signature]*  
 SALLEE M. FRY #0042625  
 Attorney for Plaintiff  
 2345 Ashland Avenue  
 Cincinnati, Ohio 45206  
 (513) 421-6000  
 Fax: (513)  
[Sallee@salleeatlaw.com](mailto:Sallee@salleeatlaw.com)



**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Notice of Hearing was served upon Gloria S. Haffer, Attorney for Defendant, and Robert J. Meyers, Attorney for Defendant, of Fourth & Walnut Center, 105E. Fourth Street, Suite 300, Cincinnati, Ohio 45202, by way of fax at (513) 977-4361 and ordinary mail, this 7<sup>th</sup> day of July, 2005.

  
RANDAL S. BLOCH

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

Ellen Turner  
Plaintiff / Petitioner

Date: June 16, 2005

-vs/and-

Case No. DR0500131

File No. E 233969

Jon Entine  
Defendant / Petitioner

CSEA No. 205313 5012

Judge Panioto / Theile  
Judge / Magistrate's

**ORDER FOR CONTINUANCE**

Whereas, Plaintiff / Defendant / Other Both, has(have) requested a continuance of the hearing set for June 16, 20 05 for the following reason(s):

- conflict of trial assignment
- for the presence of a necessary witness
- for the presence of a party
- to obtain additional information/discovery

- continued in progress
- failure of service
- other

Close to Resolving issues;  
time to prepare Agreed  
Entries + Shared Parenting  
Plan.

Whereas, the complaint / petition / motion was filed on - 0 - previous continuances;

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

THEREFORE, IT IS HEREBY ORDERED 9-26-05 8-24-05

This case is hereby continued to 8:45 a.m. and pm for 1/4 hour(s), Court of Common Pleas, Division of Domestic Relations, 800 Broadway in Courtroom 2102 before Judge/Magistrate Theile

Report / 3 hr. oral hrs.

For (type of hearing) \_\_\_\_\_

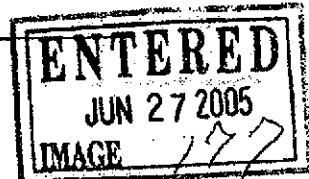
The motion for a continuance is denied.

Further Orders are as follows: writing time OK  
Real estate to be appraised

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

[Signature]  
Judge / Magistrate

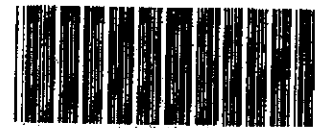
By signature below, both parties / counsel acknowledge receipt of this Order.



Plaintiff  
[Signature]  
Attorney for Plaintiff

Defendant  
[Signature]  
Attorney for Defendant  
show auth.

Other (CSEA / GAL)  
Oth



D64263394

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

SECURITY FOR COSTS IN THE SUM OF \$ 300.00  
DEPOSITED BY 10/12/05 9/27/05

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

Ellen L. Turner  
Plaintiff

SS# \_\_\_\_\_ DOB \_\_\_\_\_

-vs-

Jon H. Entine  
Defendant

SS# \_\_\_\_\_ DOB \_\_\_\_\_

Enter \_\_\_\_\_

Date 5-31-05

Case No. A/DR 0500131

File No. E- 233918

CSEA AA# \_\_\_\_\_

Judge Paniato

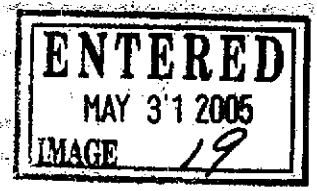
Magistrate  
ENTRY ORDERING INVESTIGATION

It appearing to the Court that the parents in the above captioned case are unable to agree upon the allocation of parental rights and responsibilities for their child(ren), and the Court requiring an investigation pursuant to O.R.C.3109.04(C) to determine the circumstances in the case, does order an investigation upon payment of the appropriate costs and presentation of this entry Ellen L. Turner Husband or Wife or Both (1/2 each) shall advance the sum of  \$300.00 for a full;  \$50.00 for a modified;  \$250.00 for a continuation of an existing investigation and present a stamped (copy of the) entry and a request for services to initiate the parenting investigation. Investigation shall be initiated no later than 6-30-05 Date

This matter is  pre-decree;  post-decree;  Other \_\_\_\_\_

[Signature]  
Attorney for Plaintiff/Petitioner

[Signature]  
~~Justice~~ Magistrate



Attorney for Defendant/Petitioner

INSTRUCTIONS: Deposit the requisite fee with the Clerk of Court's and have the original entry or a copy of the entry stamped "costs paid". Present the entry and a completed request for services form in Room 405 to initiate the parenting investigation.

