

[Handwritten Signature]
MAY 20 2005 Judge Panioto

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

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

1. Plaintiff, Ellen Turner may remove the minor child, Maddie Entine from school on June 3, 2005 for her parenting time beginning at 10:00 a.m. and return her to school on Monday, June 6, 2005 at the start of school.
2. Defendant, Jon Entine may attend the birthday party for Maddie at Build A Bear for 45 minutes.
3. Defendant, Jon Entine will pack Plaintiff, Ellen Turner's clothing neatly in boxes and the parties will coordinate a time, via email, within the next 7 days for Ellen to retrieve her clothing.
4. Motion to allow Minor Child's Early Release from School is hereby dismissed.

IT IS SO AGREED AND ORDERED this 18th day of May, 2005.

[Handwritten Signature]
Magistrate/Judge 5-2005

[Handwritten Signature]
ELLEN L. TURNER/Plaintiff

JON ENTINE/Defendant



Rand

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

SALLEE M. FRY/0042625

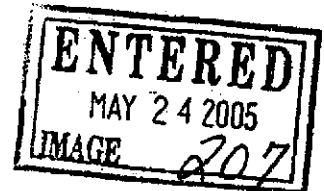
Co-Counsel for Plaintiff

2345 Ashland Avenue
Cincinnati, Ohio 45206
513-421-6000
513-763-3522 facsimile
postmaster@salleecatlaw.com

Gloria S. Haffer

Gloria S. Haffer #0014333

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



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 : CASE NO. DR0500131

Plaintiff,

Judge Panioto

v.

Magistrate Theile

JON H. ENTINE :

**Motion To Continue Private School
Placement For The School Year
2005-2006**

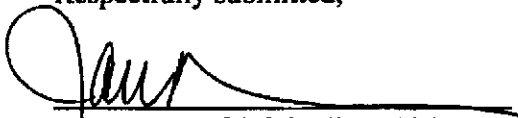
Defendant.

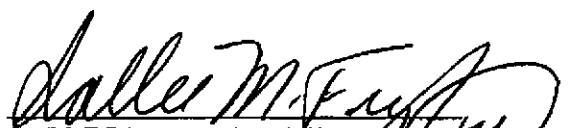
Now comes Plaintiff, Ellen Turner, by and through counsel, and hereby moves this Court for an Order that the minor child, Madeline Entine ("Maddie") continue to attend Cincinnati Country Day School (CCDS) for the upcoming school year 2005-2006 only. Plaintiff states there are sufficient marital funds from which to pay the tuition.

Maddie has been a student at CCDS since August, 2002 (pre-Kindergarten). She is finishing 1st grade this year and is registered for the 2nd grade. However, Defendant has indicated he "may" change her school placement to public school this upcoming school year. Plaintiff does not believe this change is necessary and believes that the change is not in Maddie's best interests. Maddie is experiencing enough changes in her life and should not have to endure another change by transferring from CCDS. At the end of 2nd grade Maddie could change schools as the Indian Hill school district has elementary school which begins at grade 3 and this would be the natural transition to public school. This will happen with the 2006-2007 school year.

Wherefore, Plaintiff respectfully moves this Court for an Order for private school placement for the 2005-2006 school year with tuition being paid from marital funds, any and all other relief as may be just and proper, including but not limited to her fees and cost in the pursuit of this motion.

Respectfully submitted,


RANDAL S. BLOCH/0010124
Counsel for Plaintiff


SALLEE M. FRY/0042625
Co-Counsel for Plaintiff



GREGORY H. BIRMAN
 CLERK OF COURTS
 HAMILTON COUNTY, OH
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wagbloch@yahoo.com

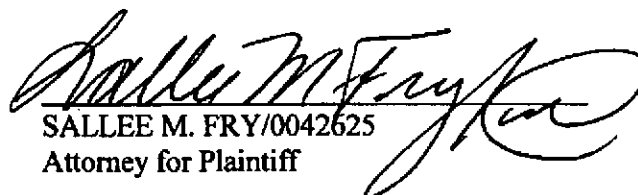
2345 Ashland Avenue
Cincinnati, Ohio 45206
513-421-6000
513-763-3522 facsimile
postmaster@salleeatlaw.com

NOTICE OF HEARING

Please take notice that the foregoing Motion will be heard on the _____ day of _____, 2005, commencing at _____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 18 day of May, 2005 on Gloria Haffer, Esq. and Robert Meyer, Esq., counsel for Defendant at 105 East Fourth Street, Suite 300, Cincinnati, Ohio 45202-4057.


SALLEE M. FRY/0042625
Attorney for Plaintiff

PRE-DECREE () POST-DECREE

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



D63764245

**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 : Motion to Modify 75(N) Temporary
 Defendant. : Order Due To Change In
 : Circumstances

Now comes Plaintiff, Ellen Turner, by and through counsel, and hereby moves the Court for an Order to Modify the 75(N) Order based upon a substantial change of circumstances since the Order was issued. It should be noted that Plaintiff's Request for Oral Hearing is pending, but that additional changed circumstances warrant further modification.

To wit, effective in the immediate future, Plaintiff will no longer be employed with Lee Corporation. While settlement negotiations for her severance package are underway, Plaintiff's prior source of income will cease to exist. Effective July 1, 2005, Plaintiff's salary will terminate. Thus, the temporary spousal support ordered in this matter should terminate effective on the same date and a modification of child support should be implemented. In addition, Defendant should be required to secure medical benefits through his place of employment.

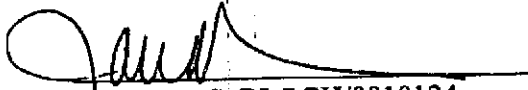
More importantly, Plaintiff is now available to parent the parties' minor child, Madeline, on a full-time basis. Her employment responsibilities terminated effective 4/15/05. Plaintiff has objected to the Court designating Defendant the temporary residential parent and legal custodian. Her fears and concerns were expressed in her original affidavit in support of her 75(N) Motion. Unfortunately, her concerns have exacerbated since the Order was issued and it is clear that it is not in the child's best interests for Defendant to be the temporary residential parent. He has engaged in a pattern of manipulative and harmful behavior to deny Plaintiff meaningful access to important decisions pertaining to Madeline, as well as daily contact with Madeline. Defendant is contemplating changing Madeline's school during these proceedings and believes he has sole discretion to make such important decisions without her agreement. This is not in Madeline's

GREGORY HARTMAN
 CLERK OF COURTS
 HAMILTON COUNTY, OHIO
 2005 MAY 18 A 10:30
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best interests and she is suffering physically and emotionally. The parenting schedule in place does not provide sufficient consistency and access between Madeline and Plaintiff.

Wherefore, Plaintiff respectfully moves this Court for an Order Modifying the 75(N) Order and any and all other relief as may be just and proper.

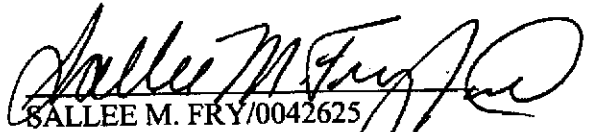
Respectfully submitted,



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

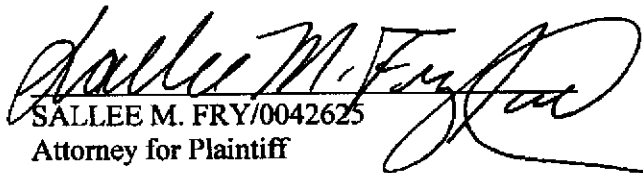
2345 Ashland Avenue
Cincinnati, Ohio 45206
513-421-6000
513-763-3522 facsimile
postmaster@salleeatlaw.com

NOTICE OF HEARING

Please take notice that the foregoing Motion will be heard on the 16th day of June, 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 18 day of May, 2005 on Gloria Haffer, Esq. and Robert Meyer, Esq., counsel for Defendant at 105 East Fourth Street, Suite 300, Cincinnati, Ohio 45202-4057.



SALLEE M. FRY/0042625

Attorney for Plaintiff

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

Notice of Termination of
Employment

Now comes Plaintiff, Ellen Turner, by and through counsel, and hereby gives to the Court and CSEA that her employment with Sara Lee Corporation has ended. Her last day of work was April 15, 2005. Payment for employment will terminate June 30, 2005.

FILED
2005 MAY 18
A.M. 3:34
GREGORY BARTMANN
CLERK OF COURTS
HAMILTON COUNTY, OH

Respectfully submitted,

[Signature]

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

[Signature]

SALLEE M. FRY/0042625
Co-Counsel for Plaintiff
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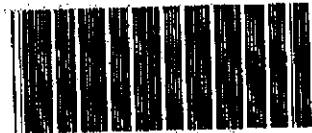
CERTIFICATE OF SERVICE

I certify that a copy of the foregoing motion has been served via ordinary mail on this 18 day of May, 2005 on Gloria Haffer, Esq. and Robert Meyer, Esq., counsel for Defendant at 405 East Fourth Street, Suite 300, Cincinnati, Ohio 45202-4057 and CSEA.

[Signature]
SALLEE M. FRY/0042625
Attorney for Plaintiff



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



Ellen L Turner

Case No: DR0500131
File No: E233969
CSEA No:

D63134632

Plaintiff
- vs -

Jon H Entine

MAGISTRATE'S ORDER
Scheduling Conference
Judge Panioto
Magistrate Theile

Defendant

- I. A. Counsel and Parties agree to this order which the Court approves.
- B. A (1) scheduling conference, (2) property pre-trial was held in accordance with Civil Rules 53 and 16.
- C. Present were (1) Plaintiff, (2) Plaintiff's Counsel, (3) Defendant, (4) Defendant's Counsel, (5) Other
- II. Based upon the conference and the filings in this matter, the Magistrate finds and orders as follows:
 - A. All discovery (1) is; (2) is not completed.
 - B. Issues remaining unresolved include: (1) all; (2) real property; (3) personal property; (4) vehicles; (5) funds; (6) stocks & bonds; (7) retirement/pension; (8) tax refunds; (9) life insurance; (10) debts; (11) spousal support.
 - C. Child Support issues are as follows:
 - D. (1) Settlement is likely; (2) The parties are in mediation; (3) There's a possibility of reconciliation.
 - E. Other
- III. A. The matter is set for (1) formal pre-trial; (2) report; (3) scheduling conference on Tues., Aug. 23, 2005 at 8:45 am for 1 1/2 hrs. Parties (1) do; (2) do not need to be present.
- B. The matter is set for trial on _____ at _____ for _____ hrs/days.
- C. All general discovery shall be completed within (1) 45; (2) 60; 90 days; other 120 days except as otherwise provided by further Court order.
- D. If either party will be claiming that certain items are separate property, that party shall submit to the Court and to the other party a typed list of those items which are claimed to be separate and a short explanation as to why the items are claimed to be separate.
- E. Written stipulations shall be submitted by (1) date of trial; (2) date of pre-trial; (3) other
- F. Witness lists to be exchanged (1) 1 wk; (2) 2 wks before trial; (3) Other
- G. (1) Husband's (2) Wife's property statement to be filed within 2 weeks/30 days; Other
- H. Real estate appraisal(s) shall be obtained (1) individually; (2) jointly by [a] court appraiser; [b] non-court appraiser with costs to be paid by [c] Husband; [d] Wife; [e] both parties equally.
- I. Parenting is not an issue. (1) Husband (2) Wife shall be the residential parent and legal custodian.
- J. (1) Husband; (2) Wife shall initiate a parenting investigation within (1) 30; (2) 45; (3) 60 days or shall forego the right to be a residential parent and legal custodian unless there is a change of circumstances which change is of substance and not slight or inconsequential. The costs shall be paid by (1) Husband; (2) Wife; (3) both parties equally.
- K. Counsel/Parties shall meet for a settlement conference on Apr 5/25/05 at _____ in the office of (1) Plaintiff's; (2) Defendant's counsel.
- L. The parties agree that "during the marriage" is defined as _____ to _____
- M. In the event that neither party appears at the property hearing, the above cause of action may be dismissed.
- N. Counsel shall notify his/her client and the witness(es) (s)he subpoenaed of continuances so that the witness(es) does not appear.
- O. Father (1) has (2) has not complied with this Court's order regarding Parent Education class.
- P. Mother (1) has (2) has not complied with this Court's order regarding Parent Education class.

Failure to comply with orders contained herein may result in sanctions.

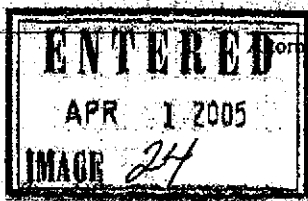
NO CONTINUANCE SHALL BE GRANTED FOR ANY HEARING OR PRE-TRIAL IN EXCESS OF ONE HOUR EXCEPT BY PERSONAL APPEARANCE OF COUNSEL 7 DAYS PRIOR TO THE HEARING DATE (EXCEPT EMERGENCIES).
Copies of this order have been personally given to/mailed to the parties or their counsel. This Order is effective immediately. Either party may appeal this order by filing a Motion to Set the Order Aside within ten days of the date this order is filed. The pendency of a Motion to Set the Order Aside does not stay the effectiveness of this order unless the Magistrate or Judge grants a stay.

Gregory K. Theile
Magistrate Gregory K. Theile 03/31/2005

By signature below, the party and counsel acknowledge receipt of this Order and waive the requirement that the Clerk serve him/her.

Plaintiff
Ellen L Turner
Attorney for Plaintiff

Defendant
Jon H Entine
Attorney for Defendant # 001433



DOCKET OFFICE
MAR 31 2005

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

Ellen L Turner

Case No: DR0500131
File No: E233969

Plaintiff

-vs-

MAGISTRATE'S ORDER

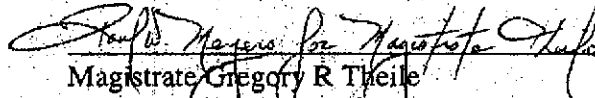
Judge: Panioto
Magistrate Theile

Jon H Entine

Defendant

Whereas parenting issues remain unresolved in the above captioned case, IT IS HEREBY ORDERED: Both parents shall attend mediation with the **Early Intervention Mediation Project**. There is no charge for this mediation. Mediation appointments shall be scheduled by appropriate court personnel and the parties shall be notified of the dates of the appointments in a timely fashion. Failure by either or both parents to attend the scheduled mediation appointments may result in a finding of contempt of court and appropriate sanctions.

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

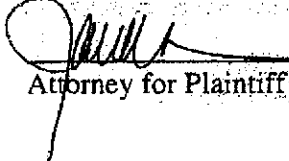

Magistrate Gregory R. Theile

03/31/05

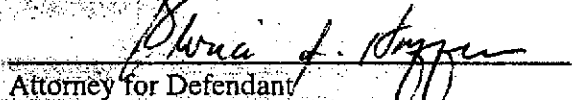
Copies sent by Clerk of Courts as indicated below if receipt is not otherwise acknowledged:
Randal S Bloch Esq, Attorney For Plaintiff
Gloria S Haffer Esq, Attorney For Defendant
Toni Sizemore, Scheduler

By signature below, the party/counsel acknowledges receipt of this Order and waive the requirement that the Clerk serve him/her.

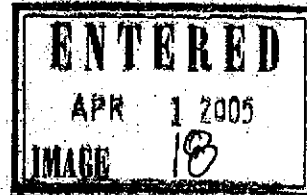
Plaintiff


Attorney for Plaintiff

Defendant


Attorney for Defendant

0044333



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

ENTER
JUDGE

Name Ellen L Turner
SS#
DOB

Plaintiff / Petitioner
Obligor

Issue Date 03/23/2005

Case No. DR0500131

File No. E233969

CSEA No. 7053135062

JUDGE Ronald A. Panloto

MAGISTRATE Gregory R Theile

Name Jon H Entine
SS#
DOB

Defendant / Petitioner

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

HEALTH INSURANCE PLAN: UNITED HEALTH CARE MEDICAL ONLY

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

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



D63014493

ALTERNATE RECIPIENT(S): Name(s) and DOB: Madeleine R Entine - 05/22/1998
(Child/ren) Address: Madeleine R Entine - 6255 S Clippinger Dr -- Madeira OH, 45243-0000

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

IT IS HEREBY ORDERED THAT:

1. The following group health insurance and health care policies, contracts and plans are available at a reasonable cost to the Participant (Include name of insurer that issues each policy, contract or plan):

UNITED HEALTH CARE

2. Participant shall provide the insurer within thirty (30) days from the date of this order with a copy of this Order and promptly shall complete the necessary enrollment forms or other documents necessary to designate the Alternate Recipient(s) listed above as dependents eligible for coverage by the Health Insurance Plan identified above in the form and to the same extent coverage is available to the Participant and other dependents of the Participant in the Health Insurance Plan. Participant shall also within thirty (30) days of the issuance of this order, furnish written proof to the Child Support Enforcement Agency, 222 E. Central Pkwy, Cincinnati OH that the coverage has been obtained, that the insurer has been provided with a copy of this order, and that the other party has been provided with all documents/information as set forth in paragraph 3 below.

3. Participant shall supply the other party with (a) insurance forms necessary to receive payment. Reimbursement or other benefits; (b) necessary insurance cards; and (c) information regarding the benefits, limitations and exclusions of the coverage of the Health Insurance Plan or any successor plan.

4. Obligor shall be responsible for the first \$100.00 per calendar year, per child for all uninsured medical, dental, hospital, prescription, optical, psychological, psychiatric and orthodontic expenses, including co-payments and deductibles (designated "ordinary"). The remaining uninsured expenses (designated "extraordinary"), including additional co-payments and/or deductibles under the Health Insurance Plan for the Alternate Recipient(s), shall be shared by the parties as follows: Obligor - 50% and Obligor - 50% or other agreement or order:

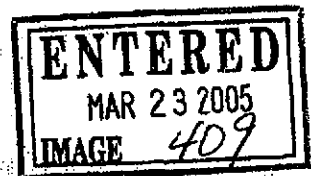
5. Any reimbursements for out-of-pocket medical, optical, hospital, dental, prescription or other reimbursable expenses covered under the Health Insurance Plan or any successor plan and paid for on behalf of the Alternate Recipient(s) insured child(ren) shall be made directly to:

Name: Jon H Entine

Address: 6255 S Clippinger Dr

COPIES TO:

Clerk of Courts File CSEA Employer-Participant Participant

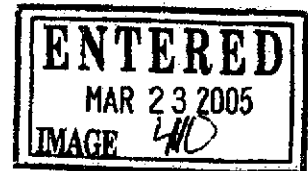


The Insurer may continue to make payments for medical, optical, hospital, dental or prescription services directly to any health care provider in accordance with the Health Insurance Plan.

- 6. Participant shall be responsible for any premiums charged by the insurer for coverage of the Alternate Recipient(s) under the Health Insurance Plan.
- 7. Participant shall be entitled to secure a second opinion at his/her own expense for psychological, psychiatric and orthodontic treatment of a non-emergency nature.
- 8. Pursuant to O.R.C. 3113.217(E), this order is binding upon the Obligor and Obligee, their employers, and any insurer that provides health insurance for them or their child(ren).
- 9. If Participant fails to provide health insurance coverage for the child(ren) within thirty (30) days as ordered or otherwise to comply within thirty (30) days with any other provision of this Order, the CSEA shall notify the Court in writing of the failure to comply and the Court shall issue an order to the employer to take whatever action is necessary to make application to enroll Participant in any available group health insurance policy or health care policy with coverage for the child(ren) who are subject of the child support order, to submit a copy of this Order for health insurance coverage to the insurer at the time that the employer makes application to enroll the child(ren) in the health insurance or health care policy contract or plan, and if the application is accepted, to deduct any additional amount from earnings necessary to pay the additional cost for that health insurance coverage.
- 10. Any insurer who receives a copy of an order issued under O.R.C 3113.217 shall comply with that section, and any order issued under that section, regardless of the residence of the child(ren).
- 11. During the time that this Order is in effect, the employer who is the subject of the Order upon written request shall release to the other party and the CSEA all information about the health insurance coverage of the Participant, including, but not limited to, the name and address of the insurer and any policy, plan, or contract number.
- 12. During the time that this Order is in effect, the employer shall notify the CSEA of any change in and/or the termination of the coverage under the Health INSURANCE Plan.
- 13. The parties shall notify the Plan Administrator of any change of address of the Participant, Alternate Recipient(s), or the person designated to receive reimbursements as well as any change in status of any Alternate Recipient that would cause him or her no longer to.
- 14. It is the intention of the parties that this Order continue to qualify as a Qualified Medical Child Support Order under ERISA Section 609, as it may be amended from time to time, and that the Plan Administrator shall reserve the right to reconfirm the qualified status of the Order as benefits become payable hereunder.
- 15. This Order shall not be construed so as to require the Health Insurance Plan to provide any type or form of benefit, or any option, which otherwise would not be provided to a dependent under the Plan.
- 16. This Order shall remain in effect until the earliest of: (a) the date that Participant loses his/her employer-sponsored health coverage as a result of his/her termination of employment, retirement, or death/ or (b) the date that the Alternate Recipient is no longer legally ordered to receive child support on his or her behalf; or (c) the date that the employer no longer offers dependent health care coverage to any of its employees under the Health Insurance Plan or any successor plan.

COPIES TO:

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



HAVE SEEN AND APPROVED:

Plaintiff/Petitioner/Obligor/Obligee

Defendant/Petitioner/Obligor/Obligee

Attorney for Plaintiff/Petitioner

Attorney for Defendant/Petitioner

Accepted by Plan Committee or Administrator

Date

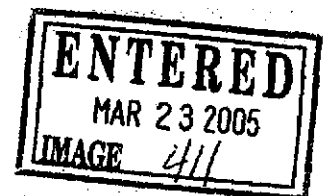
INSTRUCTIONS TO THE CLERK: You are directed to mail a copy of this Order to the employer and to the Obligor and Obligee by Ordinary Mail, with proof of mailing, unless they have acknowledged receipt by signature above.

ATTENTION - COPY INSTRUCTIONS:

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

COPIES TO:

Clerk of Courts File CSEA Employer-Participant Participant



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

~~() Chg. of Cust.
() Vis. Enforcement/MoC
() Sup. Enforcement~~

Ellen L. Turner
Plaintiff / Petitioner

Date: _____

Case No. DR0500131

-vs/and-

File No. _____

Jon H Entine
Defendant / Petitioner

CSEA No. _____

Judge _____

REQUEST FOR ORAL HEARING

Pursuant to Ohio Civil Rule 75(N), Plaintiff hereby requests an oral hearing as to the following orders (please check) issued by the Court on 3-9-05 (Date)

- parenting allocation, parenting time, child support, spousal support
- household expenses, health care provisions, other

Sallee M Fry
Attorney for Ellen L Turner

FILED
 2005 MAR 15 P 12:15
 GREGORY HARTMAN
 CLERK OF COURTS
 HAMILTON COUNTY, OH

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing has been served upon Gloria Haffer at 105 E. Fourth Street, Ste 300 by Ordinary mail on this date March 15, 2005.

Sallee M Fry
Attorney for Ellen L. Turner

NOTICE OF HEARING

The above request will be heard on _____, at _____ A.M., before Magistrate _____ in Room _____ of the Court of Common Pleas, Division of Domestic Relations, 800 Broadway, Cincinnati, OH 45202.



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

Ellen Turner
SS#:
DOB:

Plaintiff
- vs. -

Jon Entine

Defendant

Case No: DR0500131
File No: E233969
CSEA No:

MAGISTRATE'S 75N ORDER

Judge Panioto

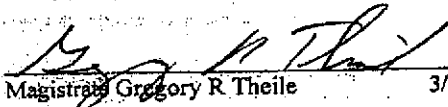
For good cause shown, as prescribed by Civil Rule 75(N), the Court orders:

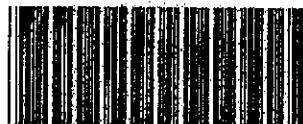
1. **Husband** is designated the residential parent and legal custodian of the minor child(ren), Madeleine, subject to parenting time in accordance with the attached schedule. Neither party shall remove the children from the jurisdiction without the express written consent of the other, or court order. The above award is temporary only and creates no presumption in law or in fact as to the final parenting orders which may be entered in this matter.
2. Wife shall pay to Husband as child support the sum of \$819.28 per month per child, total \$819.28 per month. Wife shall pay to Husband as spousal support the sum of ~~\$8,000.00~~ per month. All payments must include a 2% processing charge and must be paid through the Ohio Child Support Payment Central located at P. O. Box 182394, Columbus OH 43218. Direct payments will be considered gifts. The Deduction Order shall be for \$8,995.67 per month which includes the 2% processing charge. The obligor must make payments directly to the CSEA, until the deduction order becomes effective.
3. Household expenses, personal expenses and debts shall be paid as follows: Each party shall pay the expenses for his or her household.
4. Wife shall maintain health insurance coverage for the parties' minor children. Husband is designated to receive insurance reimbursement. The party carrying health care coverage for the benefit of the other party shall continue such coverage until further order. If health care coverage was in effect at the time the complaint herein was filed and has been terminated by one party without the consent of the other, such insurance shall be restated immediately.
5. The basis of this order is Affidavits Worksheet Other:
6. Additional documents/orders as necessary are attached hereto and incorporated herein for all purposes including Support Worksheet; Standard Parenting Order; 3119 Order; Health Care Order; Mediation Entry; Investigation Entry Other, namely:
7. Additional orders: None.

Upon written request within 28 days of journalization of this order, the Court shall grant the requesting party an oral hearing on this order. A Request for Oral Hearing shall not suspend or delay the commencement of any provision of this order.

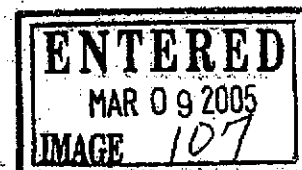
All support under this order shall be withheld or deducted from the income or assets of the obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with Chapters 3119, 3121, 3123, and 3125 of the Revised Code or a withdrawal directive issued pursuant to sections 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 Revised Code. The specific withholding or deduction requirements, or other appropriate requirements to be used to collect the support, shall be set forth in and determined by reference to the notices that are mailed by the Court or The Division Of Child Support Of The Department Of Human Services Agency in accordance with Divisions (A)(2) and (D) of Section 3113.21 of the Revised Code, or Court orders that are issued and sent out in accordance with Division (D)(6), (D)(7), or (H) of Section 3113.21 of the Revised Code, and shall be determined without the need for any amendment to the support order. Those notices and court orders plus the notices provided by the court or agency that require the obligor to notify The Division Of Child Support Of The Department Of Human Services Agency of any change in their employment status or of any other change in the status of their assets, are final and are enforceable by the Court.

This order is effective 3/8/05.


Magistrate Gregory R. Theile 3/8/05



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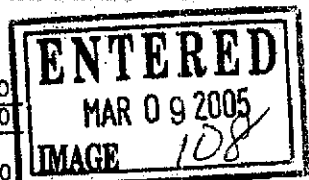


Child Support Computation Worksheet (S.B.180)
Hamilton County Domestic Relations Court
Sole Residential Parent or Shared Parenting Order

Name of Parties: Turner
Case No. A /DR DR0500131
File No. E- E233969
Number of minor children 1

The Following Parent was Designated as Residential Parent and Legal Custodian: Father

INCOME	COLUMN I	COLUMN II	COLUMN III
	FATHER	MOTHER	COMBINED
1.a Annual gross income from employment or, when determined appropriate by the court or agency, average annual gross income from employment over a reasonable period of years (exclude overtime, bonuses, self-employment income, or commissions).....	\$87,000	\$430,000	
1.b Amount of overtime, bonuses and commissions (year 1 representing the most recent year)			
YR 3 Three Years Ago	\$0	\$0	
YR 2 Two Years Ago	\$0	\$0	
YR 1 Last Calendar Year	\$0	\$0	
AVERAGE	\$0	\$0	
(Include in Column I and/or Column II the average of the three years or the year 1 amount, whichever is less, if there exists a reasonable expectation that the total earnings from overtime and/or bonuses during the current calendar year will meet or exceed the amount that is the lower of the average of the three years or the year 1 amount. If, however, there exists a reasonable expectation that the total earnings from overtime/bonuses during the current calendar year will be less than the lower of the average of the 3 years or the year 1 amount, include only the amount reasonably expected to be earned this year.).....	\$0	\$0	
2 For self-employment income:			
a. Gross receipts from business.....	\$0	\$0	
b. Ordinary and necessary business expenses.....	\$0	\$0	
c. 5.6% of adjusted gross income or the actual marginal difference between the actual rate paid by the self-employed individual and the F.I.C.A. rate.....	\$0	\$0	
d. Adjusted gross income from self-employment (subtract the sum of 2b and 2c from 2a).....	\$0	\$0	
3 Annual income from interest and dividends (whether or not taxable).....	\$0	\$0	
4 Annual employment from unemployment compensation.....	\$0	\$0	
5 Annual income from workers' compensation, disability insurance benefits, or social security disability/retirement benefits.....	\$0	\$0	
6 Other annual income (identify).....	\$96,000	\$0	
7 Total annual gross income (add lines 1a, 1b, 2d, and 3-6).....	\$183,000	\$430,000	
ADJUSTMENTS TO INCOME			
8 Adjustment for minor children born to or adopted by either parent and another parent who are living with this parent; adjustment does not apply to stepchildren (number of children times federal income tax exemption less child support received, not to exceed the federal tax exemption).....	\$0	\$0	
9 Annual court-ordered support paid for other children.....	\$0	\$0	
10 Annual court-ordered spousal support paid to any spouse or former spouse.....	\$0	\$96,000	
11 Amount of local income taxes actually paid or estimated to be paid.....	\$0	\$0	
12 Mandatory work-related deductions such as union dues, uniform fees, etc. (not including taxes, social security, or retirement).....	\$0	\$0	
13 Total gross income adjustments (add lines 8 through 12).....	\$0	\$96,000	
14 Adjusted annual gross income (subtract line 13 from line 7).....	\$183,000	\$334,000	
15 Combined annual income that is basis for child support order (add line 14, Col. I and Col. II).....			\$517,000
16 Percentage of parent's income to total income:			
a. Father (divide line 14, Col. I by line 15, Col. III).....	35.40%		
b. Mother (divide line 14, Col. II by line 15, Col. III).....		64.60%	
17 Basic combined child support obligation (Refer to schedule, first column, locate the amount nearest to the amount on line 15, col. III, then			



refer to column that corresponds to the number of children in this family. If the income of the parents is more than one sum but less than another, you may calculate the difference.)

18 Annual support obligation per parent \$15,218

a. Father (multiply line 17, col. III, by line 18a) \$5,387

b. Mother (multiply line 17, col. III, by line 18b) \$9,831

19 Annual child care expenses for children who are the subject of this order that are work-, employment training-, or education-related, as approved by the court or agency (deduct tax credit from annual cost, whether or not claimed)

\$0 before tax credit
\$0 after tax credit

20 Marginal, out-of-pocket costs, necessary to provide for health insurance for the children who are the subject of this order

\$0 \$0

ADJUSTMENTS TO CHILD SUPPORT

21 Father (only if obligor or shared parenting)

a. additions: Line 16a times sum of amounts shown on line 19, Col. II and line 20, Col. II \$0

Mother (only if obligor or shared parenting)

b. additions: Line 16b times sum of amounts shown on line 19, Col. I and line 20, Col. I \$0

c. subtractions: Line 16b times sum of amounts shown on line 19, Col. I and line 20, Col. I \$0

d. subtractions: Line 16a times sum of amounts shown on line 19, Col. II and line 20, Col. II \$0

OBLIGATION AFTER ADJUSTMENTS TO CHILD SUPPORT

22 a. Father: Line 18a plus or minus the difference between line 21a minus line 21c. \$5,387

b. Mother: Line 18b plus or minus the difference between line 21b minus line 21d. \$9,831

ACTUAL ANNUAL OBLIGATION

23 a. (Line 22a or, whichever line corresponds to the parent who is obligor) \$9,831

b. Any non-means-tested benefits, including social security and veterans' benefits paid to and received by a child or a person on behalf of the child due to death, disability, or retirement of the parent. \$0

c. Actual Annual obligation (subtract line 23b from line 23a) \$9,831

24 a. Deviation from sole residential parent support amount shown on line 23c if amount would be unjust or inappropriate: (see section 3119.23 of the Revised Code.) (Specific facts and monetary value must be stated.) \$0

b. Deviation from shared parenting order: (see sections 3119.23 and 3119.24 of the Revised Code.) (specific facts including the amount of time children spend with each parent, ability of each parent to maintain adequate housing for children, and each parent's expenses for children must be stated to justify deviation.) \$0

25 Final figure (this amount reflects final annual child support obligation; line 23c plus or minus any amounts indicated in line 24a or 24b) \$9,831.36

26 For Decree: child support per month (divide obligor's annual share, line 25, by 12) plus any processing charge \$835.67

Mother is Obligor

Prepared by: _____ Pro se _____

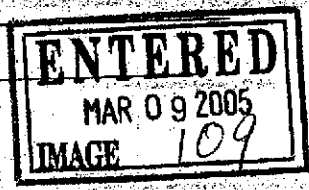
Counsel _____ (For mother/father) _____

CSEA _____ Other _____

Worksheet Has Been Reviewed and Agreed To:

Mother _____ Date _____

Father _____ Date _____



I. 2 WEEK SCHEDULE:

	MON	TUE	WED	THU	FRI/SAT/SUN
WK1	FO	MO	MO	FO	FO
WK2	MO	FO	FO	FO	MO

F=FATHER (residential parent)
M=MOTHER (non-residential parent)
O=OVERNIGHT

II. WEEKENDS:

Pursuant to parent's prior agreement:

Weekend of February 11 – 13: Mother will have parenting time from Friday, February 11th after school, until she drops daughter off at school Monday morning, February 14th.

President's Weekend/February 18 – 20: Father will have parenting time from Thursday, February 17th after school until Monday, February 21st at approximately 8:00 PM, until he drops daughter off at Mother's.

Weekend of February 25 – February 27: Mother will have parenting time from Friday, February 25th, until he drops daughter off at school Monday morning, February 26th.

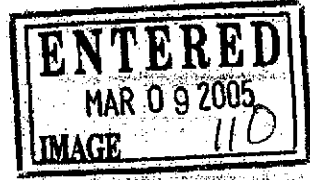
Thereafter, the parties will have parenting time on alternating weekends (with Father having the first weekend in March, 5-6,) from Friday after school until the weekend parent drops daughter off at school the following Monday morning.

III. SCHOOL BREAKS

Spring Break: As previously agreed to by both parties, father will have parenting time from Saturday March 12th at 6:00 PM through March 20th at approximately 12:00 PM (exact transfer time and place, within 100 miles of Orlando, Florida, to be worked out between Mother and Father). Mother will have parenting time from March 20th at approximately 12:00 PM to Monday morning March 28th.

IV. HOLIDAY TIME

With regard to holiday parenting time, the parties shall follow the Standard Parenting Order, a copy of which is attached hereto.



ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES PARENTING SCHEDULE FOR
HAMILTON COUNTY COURT OF DOMESTIC RELATIONS

ELLEN L TURNER
PLAINTIFF / PETITIONER

-AND-

JON H ENTINE
DEFENDANT / PETITIONER

ENTER: _____
JUDGE/MAGISTRATE

DATE: MARCH 08, 2005

CASE NO. DR0500131

FILE NO. E233969

CSEA No. _____

JUDGE PANIOTO

STANDARD PARENTING ORDER

During and after a divorce, there is often a crisis period (from several months to years) during which families are under great stress because of loss, conflict and change. Most studies show, and psychologists uniformly agree, that the children who "do best" following divorce are from families which maintain a low level of conflict. The absence of conflict is even more critical than the amount of time either parent spends with the child.

However, children clearly profit by continued meaningful exposure to both parents. Children need the continuing and regular involvement of both parents to feel loved. No specific schedule will satisfy the change in needs of both children and parents over the years. Critical to the success of any schedule is that each parent be flexible based upon the changing needs of a child as the child grows older.

This court order takes into account the changing developmental needs of children. It is recognized that each situation and each child is different, and it is preferred that parents tailor the parenting schedule to meet the specific needs of their children.

A good parenting plan developed for a family should be based upon the following considerations:

1. The developmental needs and age of each child
2. The psychological attachments of each child
3. The way the child-rearing tasks were shared during the marriage
4. The preservation or development of a close relationship with each parent
5. A consistent and predictable schedule that minimizes the transition between the households
6. Each child's temperament and ability to handle change
7. Parents' career demands and work schedules
8. The need for periodic review of the plan, noting trouble signs and revising as each child's needs and circumstances change

If parents have not filed with the Court their own agreed written plan, for good cause shown, the following schedule of parenting time (court order in boldface print) is hereby ordered:

1. TERMINOLOGY:

For purposes of this order, **Father** is designated the residential parent and **Mother** is designated the non-residential parent.

For purposes of a Shared Parenting Plan, wherever "residential parent" appears, the name of _____ shall be substituted as if rewritten, and wherever "non-residential parent" appears, the name of _____ shall be substituted as if rewritten. For purposes of the following parenting schedule, "week 1" is considered to be the first full week of each calendar year with Monday regarded as the first day of the week.

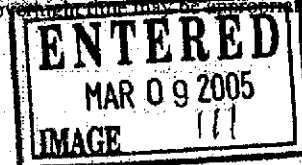
PARENTS WITH CHILDREN IN MORE THAN ONE AGE GROUP:

The policy of the following time allocation is to provide a schedule which is best suited for the particular age of that child(ren). When a family has children in more than one age group, the parents should either adapt the schedule to fit the needs of each child or follow Schedule C.

2. WEEKLY SCHEDULE

Basic Principles: Birth to Five Years

- i. Particularly with very young children, the more frequently the non-residential parent sees the child(ren), the more appropriate it is to have longer periods of time with the non-residential parent.
- ii. If the non-residential parent has not had regular contact with the child, short periods of parenting time must precede extended periods.
- iii. With children over the age of 3 months, and particularly with children in the preschool years, more overnight time may be appropriate, subject to the temperament of the child and the circumstances of each family.



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

A. **Birth to 3 months:** frequent short visits in the baby's home, unless otherwise specified. If the residential parent is not working outside the home, daily from 6:00 pm until 8:00 pm. If the residential parent is working outside the home, every other day from 6:00 pm until 8:00 pm. The non-residential parent may take the child out for walks or drives if sleeping and feeding are provided for.

B. **3 months to 3 years:**
 Frequent short visits per agreement or, Tuesday and Thursday evenings from 5:30 pm until 8:30 pm
 One day every weekend, alternating Saturday/Sunday from 10:00 am until 6:00 pm

	MON	TUE	WED	THU	FRI	SAT	SUN
WK1		X		X			D
WK2		X		X		D*	
WK3		X		X			D
WK4		X		X		D*	

X = Evenings
 D = 10:00 AM TO 6:00 PM

* Beginning at 12 months, the Saturday parenting time shall begin on Friday at 6:00 pm until Saturday at 6:00 pm

C. **3 to 5 years:**
 Tuesday and Thursday evenings from 5:30 pm until 8:30 pm
 A rotating four week schedule as follows:
 Week 1-Friday 6:00 pm until Saturday at 6:00 pm
 Week 2-Saturday 6:00 pm until Sunday at 6:00 pm
 Week 3-Friday 6:00 pm until Sunday at 6:00 pm
 Week 4-Residential Parent's weekend.

	MON	TUE	WED	THU	FRI	SAT	SUN
WK1		X		X	O		
WK2		X		X		O	
WK3		X		X	O	O	
WK4		X		X			

X = Evenings
 O = Overnight

Basic Principles - Six to Eleven Years

- i. Elementary school age children can adapt to longer periods of separation from their principal caretakers than younger children can.
- ii. The needs of the 6-11 year old child with regard to school schedules, homework, and extra-curricular activities must be respected.
- iii. Adjusting to and moving back and forth between two households increases the complexity of life for a child in a divorce situation. It may, therefore, be necessary to simplify other aspects of a child's life, e.g. by reducing the number of outside activities.

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

D. **6 to 11 years:**
 Alternate weekends from Friday evening at 6:00 pm To Monday morning before school, or summer care.
 Overnight on the Thursday evening following that weekend from 6:00 pm to before school or summer care on Friday morning, and from 6:00 pm to 8:00 pm on the following Tuesday evening.

	MON	TUE	WED	THU	FRI	SAT	SUN
WK1		X			O	O	O
WK2				O			
WK3		X			O	O	O
WK4				O			

X = Evenings
 O = Overnight

Basic Principles: Twelve and Teenage Years

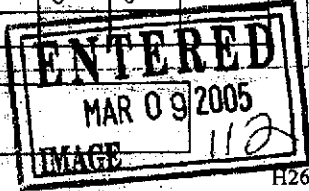
- i. Parents should respect a teenager's need to spend time with peers and in organized activities, and less time with each parent, especially during weekends and summer holidays.
- ii. Quality of time is more important than a rigid schedule. Flexibility in scheduling is necessary. When possible, it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

	MON	TUE	WED	THU	FRI	SAT	SUN
WK1		X		X	O		
WK2		X		X		O	
WK3		X		X	O	O	
WK4		X		X			

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.

4. MISCELLANEOUS

A. The child(ren) and/or residential parent have no duty to wait for the non-residential parent to arrive for more than 30 minutes. The non-residential parent who is more than 30 minutes late for a particular period of time shall forfeit that period of time. Exception shall be made if, and only if, the tardiness of the non-residential parent is for just cause and the residential parent receives both prompt notification and a reasonable estimated arrival time.

B. The non-residential parent who is more than 30 minutes late in returning the child(ren) without calling to make arrangements and without just cause shall be subject to contempt.

C. When the residential parent will be gone overnight regardless of the age of the child(ren), the non-residential parent shall be afforded the opportunity to exercise overnight parenting time.

D. Make-up days shall be given if, due to an emergency, the child(ren) or non-residential parent is not available at the scheduled time or if the residential parent denies access to the child(ren) without just cause. All make-up dates shall be rescheduled and exercised within 30 days.

E. The parents shall make every effort to consider the child(ren)'s school schedule or reasonable extracurricular activities to serve the best interest of the child(ren).

F. In the event that the parents are unable to reach an agreement regarding transportation, the residential parent shall provide transportation at commencement of the period and the non-residential parent shall provide transportation at termination of the period.

G. The non-residential parent shall have frequent and ongoing telephone contact with the child(ren). The non-residential parent shall utilize this time in a reasonable fashion.

5. RECORDS/DAYCARE/STUDENT ACTIVITIES/MEDICAL ACCESS

A. The non-residential parent shall be entitled to access to any and all records related to the child(ren) to the same extent as is legally provided to the residential parent and under the same terms and conditions by which access is provided to the residential parent. The residential parent shall supply the keeper of any medical/school records of the child(ren) with a copy of his/her order. The residential parent shall supply any other keeper of any records of the child(ren) with a copy of this order upon request of either the non-residential parent or the keeper of the record.

- B. In the event a child's illness requires medical attention by a physician, the residential parent shall promptly notify the non-residential parent. Elective surgery shall only be performed after consultation with the non-residential parent.
- C. The non-residential parent shall be entitled to access to student activities relating to the child(ren) to the same extent as is legally provided to the residential parent and under the same terms and conditions by which access is provided to the residential parent. The residential parent shall provide the school(s) with a copy of this order.
- D. The non-residential parent shall be entitled to access to any daycare center that is, or that in the future may be attended by the child(ren), to the same extent as is legally provided to the residential parent and under the same terms and conditions by which access is provided to the residential parent. The non-residential parent shall not remove the child(ren) from the daycare premises except during periods of time to which the non-residential parent is otherwise entitled pursuant to this order or except by written agreement of the parents. The residential parent shall provide a copy of this order to the daycare center.

6. RELOCATION/REMOVAL

- A. In accordance with Rule 2.7 of the Court's Local Rules, the residential parent shall notify the Court and the other parent of any intent to relocate by completing Court Form 2.8 ("Notice of Intent to Relocate") and submitting it to the Court's Docket Office. If a Shared Parenting Plan is in effect, each parent must notify the Court and the other parent of any intent to relocate by complying with the provisions of Local Rule 2.7 and submitting Form 2.8. Form 2.8 is available in the Docket Office.
- B. Neither parent may remove the child(ren) from Hamilton County or its contiguous Ohio counties (i.e. Butler, Warren, Clermont counties) and establish residence for them in another county without first obtaining a court order or an agreed entry permitting such removal. (Note: To have legal effect, an agreed entry must be signed by both parents, their attorneys (if any), and the Court, and thereafter be filed with the Hamilton County Clerk of Courts")

7. MODIFICATION/RESTRICTIONS AS FOLLOWS:

ANY KEEPER OF ANY RECORD WHO KNOWINGLY FAILS TO COMPLY WITH THIS ORDER, OR DIVISION (H) OF SECTION 3109.051 OF THE OHIO REVISED CODE, AND ANY SCHOOL OFFICIAL OR EMPLOYEE WHO KNOWINGLY FAILS TO COMPLY WITH THIS ORDER OR DIVISION (J) OF SECTION 3109.051 OF THE OHIO REVISED CODE IS IN CONTEMPT OF COURT.

WILLFUL NON-COMPLIANCE BY A PARENT WITH THIS ORDER MAY RESULT IN A FINDING OF CONTEMPT RESULTING IN THIRTY (30) DAYS TO NINETY (90) DAYS INCARCERATION, A \$250.00 TO \$1,000.00 FINE, AND AN AWARD OF THE MOVING PARENT'S ATTORNEY FEES AND COSTS.

BY SIGNATURE ON THIS AGREED ORDER, BOTH PARENTS EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVE ANY REQUIREMENT THAT THE COURT ISSUE SEPARATE FINDINGS OF FACT/CONCLUSIONS OF LAW PURSUANT TO O.R.C. 3109.04, 3109.051 AND 3109.052.

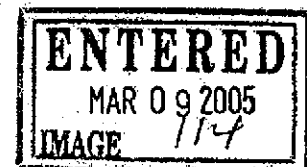

 Magistrate Gregory R Theile March 08, 2005

 Plaintiff/Petitioner

 Defendant/Petitioner

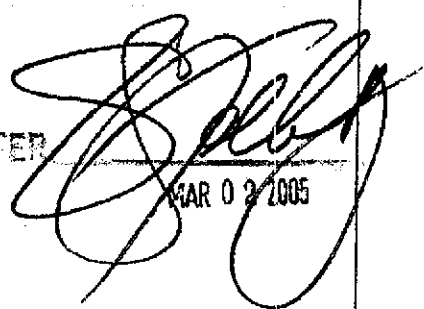
 Attorney for Plaintiff/Petitioner

 Attorney for Defendant/Petitioner



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

ENTER

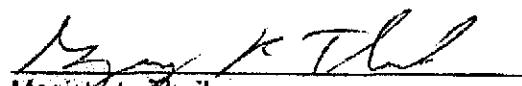


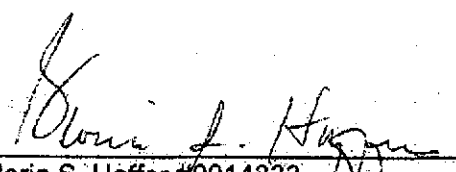
MAR 0 2 2005

ELLEN L. TURNER : CASE NO.: DR0500131
 : E233969
 Plaintiff, : JUDGE PANIOTO
 : MAGISTRATE THEILE
 v. :
 : ENTRY OF WITHDRAWAL
 JON H. ENTINE :
 :
 Defendant. :

Now comes Defendant, by and through counsel, and hereby notifies the Court that he is withdrawing his Motion to Partially Dissolve Temporary Restraining Order of January 21, 2005. Defendant's motion was scheduled for hearing on March 1, 2005. Said hearing shall be vacated.

All until further order of the Court.


Magistrate Theile
3-1-05


Gloria S. Haffer #0014333
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.
(513) 579-1500/FAX (513) 977-4361

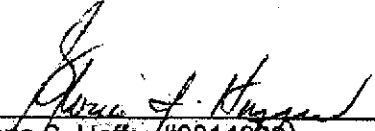

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BUECHNER, HAFFER,
O'CONNELL, MEYERS &
HEALEY CO., L.P.A.
Suite 300
105 East Fourth Street
Cincinnati, Ohio 45202
(513) 579-1500

ENTERED
MAR 0 3 2005
IMAGE 143

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Entry of Withdrawal was sent to Randal S. Bloch, Attorney for Plaintiff, Wagner & Bloch, LLC, 2345 Ashland Avenue, Cincinnati, Ohio 45206 and upon Sallee M. Fry, Attorney for Plaintiff, The Law Office of Sallee M. Fry, 2345 Ashland Avenue, Cincinnati, Ohio 45206 by ordinary U. S. Mail this 28th day of February, 2005.



Gloria S. Haffer #0014333
Attorney for Defendant

89104

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

Suite 300

105 East Fourth Street

Cincinnati, Ohio 45202

(513) 579-1500



DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

ELLEN L. TURNER,

: CASE NO. DR0500131

PLAINTIFF,

: JUDGE PANIOTO
: MAGISTRATE THEILE

V.

JON H. ENTINE,

: AFFIDAVIT OF JON H. ENTINE IN SUPPORT
: OF MOTION TO PARTIALLY DISSOLVE
: TEMPORARY RESTRAINING ORDER OF
: JANUARY 21, 2005

DEFENDANT.

STATE OF OHIO

COUNTY OF HAMILTON

} SS:

I, **JON H. ENTINE**, duly sworn on oath, state that I am over eighteen (18) years of age, and have personal knowledge of the facts as set forth below:

1. I am the Defendant in the above matter.
2. On January 21, 2005, Plaintiff obtained an ex parte Restraining Order against me that, among other things, restrains me from using my own credit cards.
3. I respectfully request that the Court dissolve, in part, the January 21, 2005 ex parte Restraining Order to the extent that it restrains me from using my own credit cards because it is necessary that I obtain credit and/or funds from these accounts to pay outstanding marital obligations and my and our daughter's basic daily living expenses.
4. The dissolution of the restraining order will not defeat Plaintiff's right to spousal support from me as she is not entitled to spousal support from me.
5. Plaintiff is a successful businesswoman in the Cincinnati area earning approximately \$525,000.00 annually.
6. While I work part-time at Miami University and part-time as an adjunct fellow at

FILED
2005 FEB 3 10 33 AM
CLERK OF COURTS
HAMILTON COUNTY, OH
GREGORY HARTMANN

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

Suite 300

105 East Fourth Street
Cincinnati, Ohio 45202

(513) 579-1500



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the American Enterprise Institute, I am the primary caregiver for our six year-old daughter. My annual income is substantially less than Plaintiff's income.

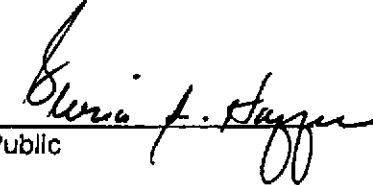
7. The dissolution of the restraining order upon my credit cards will not adversely affect Plaintiff's right to a fair and equitable property division.

FURTHER AFFIANT SAYETH NOT.



JON H. ENTINE

Sworn to before me and subscribed in my presence, this 1st day of ~~January~~ ^{FEBRUARY}, 2005.

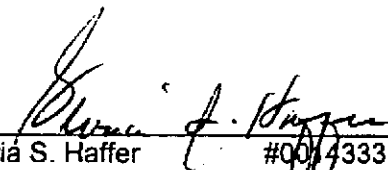


Notary Public

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 Affidavit of Jon H. Entine in Support of Ex Parte Motion to Partially Dissolve the Temporary Restraining Order of January 21, 2005 was served via ordinary mail, postage prepaid, upon Randal S. Bloch, Esq., Attorney for Plaintiff, at 2345 Ashland Avenue, Cincinnati, Ohio 45206, on this 30th day of February, 2005.



Gloria S. Haffer #0014333
Attorney for Defendant

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

87900.1

PRE-DECREE () POST-DECREE

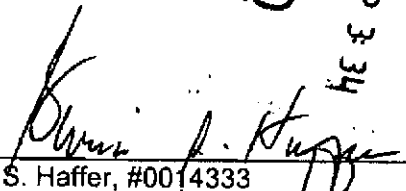
() Chg. of Cust.
() Vis. Enforce/Mod.
() Sup. Enforce/Mod.
() Others

DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

ELLEN L. TURNER,	:	CASE NO. DR0500131
	:	
PLAINTIFF,	:	JUDGE PANIOTO
	:	MAGISTRATE THEILE
v.	:	
	:	<u>DEFENDANT'S MOTION TO PARTIALLY</u>
JON H. ENTINE,	:	<u>DISSOLVE TEMPORARY RESTRAINING</u>
	:	<u>ORDER OF JANUARY 21, 2005</u>
DEFENDANT.	:	

Pursuant to Local Rule 19.2, Defendant Jon H. Entine ("Husband"), by and through counsel, moves the Court for an Order dissolving, in part, the Temporary Restraining Order against him entered herein on January 21, 2005 to the extent that it restrains him from charging purchases or taking cash advances on his own credit cards. The partial dissolution of the Temporary Restraining Order is necessary to permit Husband to have credit and/or funds available to pay outstanding marital obligations and his and the parties' minor child's basic daily living expenses. This Motion is supported by the following Memorandum and Affidavit of Entine. A proposed Order is attached.

FILED
 2005 FEB -3 P 3:34
 GREGORY HARTMANN
 CLERK OF COURTS
 HAMILTON COUNTY, OH



Gloria S. Haffer, #0014333
 Attorney for Defendant Jon H. Entine
 Buechner, Haffer, O'Connell
 Meyers & Healey Co., LPA
 105 E. 4th Street, Suite 300
 Cincinnati, Ohio 45202
 (513) 579-1500/FAX (513) 977-4361



D62398193

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

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

MEMORANDUM

Local Rule 19.2 permits a party against whom an ex parte restraining order has been granted to file a motion, supported by an affidavit, requesting the dissolution of that order. Husband now seeks an ex parte order for the partial dissolution of the January 21, 2005 restraining order on Husband's use of his own credit cards so that he can satisfy outstanding marital obligations, and pay for his and the minor child's basic daily living expenses.

Husband is entitled to an ex parte dissolution order for the following reasons: First, Plaintiff Ellen L. Turner ("Wife") was not entitled to obtain an ex parte temporary restraining order against Husband as to his own credit cards. Rule 75(l) states, in pertinent part, that an ex parte restraining order may be issued when it is made to appear that a party is about to dispose of or encumber property so as to defeat the other party in obtaining spousal or other support. It would be impossible in this case for Husband to dispose of or encumber property so as to defeat Wife in obtaining spousal or other support by the use of his own credit card. In fact, Wife did not even articulate any operative facts supporting her claim that Husband should be restrained from charging purchases or taking cash advances on his own credit cards. The January 21, 2005 Restraining Order is improper and should not have been granted, as to Husband's own credit cards.

Second, the dissolution of the restraining order against Husband will not defeat Wife's right to spousal support because Wife is not entitled to receive spousal support from Husband. Wife is a successful businesswoman in the Cincinnati area earning approximately \$525,000.00 annually. While Husband is the scholar-in-residence at Miami University, an adjunct fellow at the American Enterprise Institute, a writer, and the primary caregiver for the parties' minor child, his annual income of approximately \$87,500.00 is substantially less than Wife's income.

Third, the dissolution of the temporary restraining order will not adversely affect Wife's right to a fair and equitable property division. If Wife believes that Husband has used funds for

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

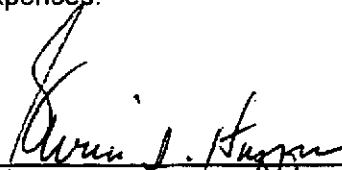
Suite 300

105 East Fourth Street
Cincinnati, Ohio 45202

(513) 579-1500

an improper purpose, she can certainly raise this issue during the property trial phase of this case.

Based upon the foregoing and the Affidavit of Jon H. Entine, Husband is entitled to an ex parte order granting the partial dissolution of the ex parte January 21, 2005 Restraining Order as to Husband's own credit cards. Husband respectfully requests that the Court grant this Motion and permit Husband to charge purchases or take cash advances from his own credit cards to pay marital obligations and basic living expenses.

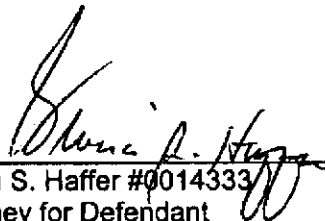


Gloria S. Haffer #0014333
Attorney for Defendant Jon H. Entine
Buechner, Haffer, O'Connell,
Meyers & Healey, Co., L.P.A.
300 Fourth & Walnut Centre
105 East Fourth Street
Cincinnati, Ohio 45202-4015
Telephone (513) 579-1500
Facsimile (513) 977-4361

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

NOTICE OF HEARING

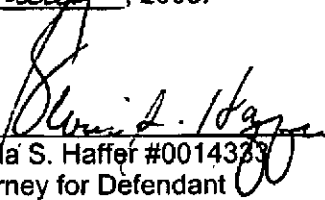
Please take notice that the Defendant's Motion to Partially Dissolve Temporary Restraining Order of January 21, 2005 will come for hearing before Judge ~~Perioto~~ ^{MAGISTRATE TAZILE}, Division of Domestic Relations, 800 Broadway Street, Cincinnati, Hamilton County, Ohio 45202 on MARCH 1, 2005 at 8:30 .m.



Gloria S. Haffer #0014333
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Motion to Partially Dissolve Temporary Restraining Order of January 21, 2005 was served upon Randal S. Bloch, Esq., Attorney for Plaintiff, at 2345 Ashland Avenue, Cincinnati, Ohio 45206, by regular U.S. mail, postage prepaid, this Three day of February, 2005.



Gloria S. Haffer #0014333
Attorney for Defendant

87803.1

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

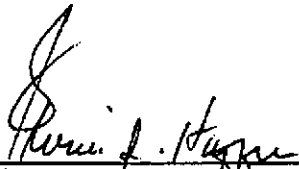
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

ELLEN L. TURNER, : CASE NO. DR0500131
 :
 PLAINTIFF, :
 : JUDGE PANIOTO
 V. : MAGISTRATE THEILE
 :
 JON H. ENTINE, : ORDER DISSOLVING, PART, JANUARY 21,
 : 2005 TEMPORARY RESTRAINING ORDER
 :
 DEFENDANT. :

This cause is before the Court upon the ex parte Motion and Affidavit of Defendant Jon H. Entine ("Husband") to partially dissolve, the ex parte restraining order entered herein on January 21, 2005 against Husband as to Husband's own credit cards. Upon due consideration thereof, and for good cause shown, the Court finds Husband's motion well-taken and hereby grants the same.

WHEREFORE, IT IS HEREBY ORDERED that the restraining order entered herein on January 21, 2005 against Husband is dissolved, in part, as to Husband's own credit cards and that Husband may charge purchases and take cash advances using his own credit cards.

Judge



Gloria S. Haffer, #0014333
Attorney for Defendant Jon H. Entine
Buechner, Haffer, O'Connell, Meyers & Healey
300 Fourth & Walnut Centre
105 East Fourth Street
Cincinnati, Ohio 45202
Telephone: (513) 579-1500
Facsimile: (513) 977-4361

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

Suite 300

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

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

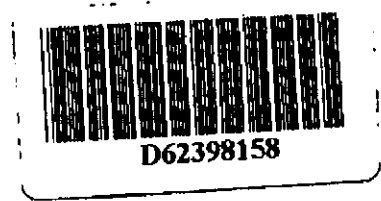
ELLEN L. TURNER, : **CASE NO. DR0500131**
 :
PLAINTIFF, : **JUDGE PANIOTO**
 : **MAGISTRATE THEILE**
v. :
 : **AFFIDAVIT OF PRATHA ATLURI**
JON H. ENTINE, :
 :
DEFENDANT. :

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

I, **PRATHA ATLURI**, being first cautioned and sworn, state that I am over eighteen years of age, and have personal knowledge of the facts as set forth below:

1. I am a physician licensed to practice medicine in the State of Ohio and I live in Loveland.
2. I have known Jon and Maddie Entine since 2002.
3. My twins, Teja and Trisha, are in the first grade at Cincinnati Country Day School and are classmates of Maddie Entine. My children have been friends with Maddie since PK-2.
4. Jon Entine is a devoted and loving father.
5. Jon has always been closely involved in his daughter's class and school activities. He has always been there for his daughter.
6. In my observations, he has been the sole care giver to Maddie with regard to being there for her and all parent involvement at school and related activities.
7. I know for a fact, because I have twins in the same grade, that Jon has attended almost all of his daughter's important school events.

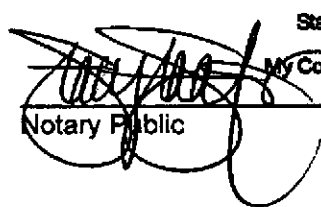
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HAMILTON COUNTY, OH



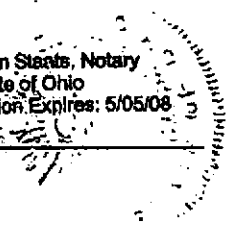
8. Jon is there to drop Maddie and pick her up from school on most days.
9. Jon is responsible for the introduction of Girl Scouts (Brownies) to his daughter's class and the lower school girls of Country Day.
10. After school, I have noticed Maddie run to her father with excitement and joy that could come only when a child truly and genuinely loves her father.
11. Jon Entine is always planning fun activities and play dates over the weekends for his daughter and her classmates, and many times with my children. All these involve a great deal of effort, as any parent would know, and it reflects a good and caring father.


DR. PRATHA ATLURI

Sworn to before me and subscribed in my presence this 31st day of January, 2005.

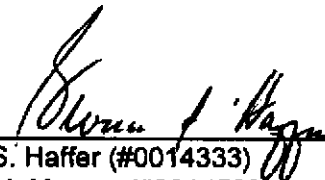

Notary Public

Stacy Lynn Stants, Notary
State of Ohio
My Commission Expires: 5/05/08



CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Affidavit of Pratha Atluri has been served by regular U.S. Mail, postage prepaid, upon Randal S. Bloch, Esq., Attorney for Plaintiff, at 2345 Ashland Avenue, Cincinnati, Ohio 45206, on this 3rd day of February, 2005.



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

87927

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

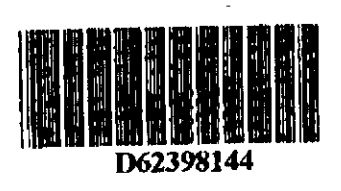
ELLEN L. TURNER, : **CASE NO. DR0500131**
 :
 PLAINTIFF, : **JUDGE PANIOTO**
 : **MAGISTRATE THEILE**
 v. :
 : **AFFIDAVIT OF M. J. MCCLURE**
 JON H. ENTINE, :
 :
 DEFENDANT. :

STATE OF OHIO :
 : SS
COUNTY OF HAMILTON :

I, **M. J. MCCLURE**, being first cautioned and sworn, state that I am over eighteen years of age, and have personal knowledge of the facts as set forth below.

1. I reside at 6305 South Clippinger Drive, Cincinnati, Ohio and have lived next door to Jon Entine, Ellen Turner and Maddie Entine for almost two years.
2. I have two sons who are eight and ten years old. Maddie frequently plays with my children.
3. I see Jon and Maddie almost every day, and on some days, I see them a few times throughout the day.
4. It is clear to me that Jon is Maddie's primary care giver.
5. I have observed Jon drive Maddie to and from school just about every school day.
6. Jon arranges and orchestrates Maddie's after school and social activities, such as dance class, soccer team, music lessons, Brownies, and play dates.
7. Jon is the parent who is available and responsible during emergencies, such as when Maddie cut her gum and had to go to the dentist.

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2005 FEB 3 P 3:55
GREGORY A. HERTMANN
CLERK OF COURTS
HAMILTON COUNTY, OH



8. It is my observation that Maddie does not spend much time with Ellen during the week.
9. I have observed that on most days Ellen leaves for work just before or after 7:00 a.m. and does not return home until just before or after 7:00 p.m.
10. On weekends, I have often seen Ellen leave the house to go to work, and Jon ends up overseeing Maddie's activities with her friends.
11. I have also observed that Jon takes care of their home by coordinating all of the various repairmen, lawn workers, etc., which seems to come naturally to him.
12. It is obvious to me, as well as most everyone else in our neighborhood and in Maddie's school community, that Jon is the day in/day out primary caregiver for Maddie.
13. I am impressed not only with Jon's ability to raise and care for his daughter, but also with how much he understands the child's needs and welfare.
14. I have never witnessed Jon angry with Maddie or treat her inappropriately. I have, however, seen Jon discipline Maddie with firm yet encouraging words.
15. I trust Jon with my two sons, who have often played at his house.
16. My husband, ^{John (s)} Jon McClure and I were outraged to witness that Maddie was allowed to be present as movers and numerous others, including two policemen, traipsed in and out of Maddie's home on Thursday, January 20th and Friday, January 21st, carting away Maddie's belongings and other household furnishings.
17. I am saddened that Maddie's parents are divorcing because she must now endure the unfortunate separation of Jon and Ellen.
18. I cannot even begin to fathom the idea that Maddie would spend any less time with Jon.

19. It is clear to me that Jon is her constant. Jon is "Mr. Mom."

M. J. McClure
M. J. MCCLURE

Sworn to before me and subscribed in my presence this 31 day of January, 2005.

John D. McClure
Notary Public
JOHN D. MCCLURE, Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My Commission has no expiration
Date, Section 147.03 R. C.

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Affidavit of M.J. McClure has been served by regular U.S. Mail, postage prepaid, upon Randal S. Bloch, Esq., Attorney for Plaintiff, at 2345 Ashland Avenue, Cincinnati, Ohio 45206, on this 31st day of February, 2005.

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

87886.1

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



D62398126

ELLEN L. TURNER, : CASE NO. DR0500131
 :
 PLAINTIFF, : JUDGE PANIOTO
 : MAGISTRATE THEILE
 v. :
 : AFFIDAVIT OF HOWARD AND
 JON H. ENTINE, : KATHY JINKINSON
 :
 DEFENDANT. :

STATE OF OHIO :
 : SS
 COUNTY OF HAMILTON :

We, **HOWARD AND KATHY JINKINSON**, being first cautioned and sworn, state that we are over eighteen years of age, and have personal knowledge of the facts as set forth below:

1. We live approximately one-half mile from Jon and Maddie Entine and Ellen Turner and are familiar with their current situation.
2. We have a 10 year-old daughter who knows Maddie.
3. We have always been impressed with Jon's exceptional level of involvement in his daughter's life.
4. We see that he does more with his daughter than most stay-at-home moms.
5. We understand how hard it is to make quality time with a child as we both work away from our home, and we are envious of Jon's flexible schedule that allows him to take Maddie to school and to her extracurricular and after-school activities.
6. We regularly see Jon take an active roll in every facet of Maddie's life.
7. Jon embodies all the loving and caring attributes of a deeply committed father.
8. Every interaction that we have witnessed between Jon and Maddie has shown us his willingness to do whatever it takes to be the best father for Maddie.

FILED
FEB - 2 2014
GREGORY HARTMAN
CLERK OF COURTS
HAMILTON COUNTY, OH

9. Jon always puts Maddie first above himself despite what it costs him emotionally and professionally.

10. We think that Maddie is one lucky girl to have a father like Jon.

Howard Jinkinson
HOWARD JINKINSON

Sworn to before me and subscribed in my presence this 1st day of February, 2005.

Kathryn S Bernard
Notary Public
KATHRYN STEVENS BERNARD, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
Ohio, Section 147.02, O.R.C.

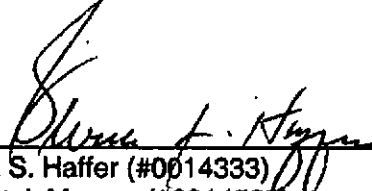
Kathy Jinkinson
KATHY JINKINSON

Sworn to before me and subscribed in my presence this 1st day of February, 2005.

Bridget K. Lawlevin
Notary Public
BRIDGET K. LAWLEVIN
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 12/22/2009

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Affidavit of Howard and Kathy Jinkinson has been served by regular U.S. Mail, postage prepaid, upon Randal S. Bloch, Esq., Attorney for Plaintiff, at 2345 Ashland Avenue, Cincinnati, Ohio 45206, on this 3rd day of February, 2005.



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

87882.1

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

() PRE-DECREE () POST-DECREE

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

Ellen L. Turner
Plaintiff / Petitioner

Date: January 25, 2005

-vs/and-

Case No. DR0500131

File No. _____

Jon H. Entine
Defendant / Petitioner

CSEA No. _____

Defendant

Property Statement

**NOTICE OF SCHEDULING CONFERENCE
A HEARING WILL BE HELD ON**

The _____ day of _____, 20____, at _____ M. before
Magistrate _____, Room _____, Domestic Relations Court, 800 Broadway,
Cincinnati, Ohio 45202-1332.

**MOTION FOR FINAL DETERMINATION OF ISSUES
(Check and Sign if Applicable)**

Plaintiff represents to the Court that the issues to be decided are limited. In the event that Defendant fails to answer or appear for the scheduling conference, Plaintiff requests that the Court make all such final orders including all parenting orders, child support, spousal support, attorney fees and costs, and a division of property as are necessary and appropriate to the resolution of this matter on or before the above date and time. Plaintiff further represents that all requisite discovery will be completed prior to the hearing date.

Plaintiff/Attorney for Plaintiff

INSTRUCTIONS

Pursuant to O.R.C. §3105.171 (B) every asset and liability, both marital and separate property, is subject to the jurisdiction of the Court. Therefore, every asset and liability of either party must be listed.

Pursuant to O.R.C. §3105.171 (A) (2) "during the marriage" for purposes of identifying marital property is defined as from the date of marriage to the date of final hearing "unless it would be inequitable to use such dates."

For purpose of this property statement "during the marriage" is defined as the following dates: _____

(date of marriage), May 15, 1994

(other) to _____ (date of separation), _____ (date of filing complaint) _____ (date of final hearing) (other specify) _____

Date of Valuation used for purpose of this statement _____

1: REAL ESTATE Address/Title	Appraisal/ Market Value	Marital/Separate Mixed	Source of Valuation	Equity
6255 So. Clippinger Dr., Cin.,	\$1,250,000	Mixed	Estimate	\$700,000 (Est.)

Comment: _____

2: **HOUSEHOLD GOODS** (Please attach inventory of property claimed to be separate as well as marital property for which you request an individual award. If all household goods are to be divided equally, please so indicate.)

Comment: To be divided. Plaintiff removed majority without consent



D62398115

3: AUTOMOBILES

Description/Title	Year & Make	Appraisal or Current Market Price	Marital/Separate Mixed	Source of Valuation	Equity
GMC Yukon	2001	\$15,000.00	Marital	Estimate	
Lexus ES300	2003	\$32,000.00	Marital	Opinion	

Comment: _____

4: FUNDS ON DEPOSIT

Description/Title	Type of Account	Number	Marital/Separate Mixed
See Attached			

Comment: _____

5: STOCKS AND BONDS

Location/Title	Description/ Number	Appraisal or Current Market Price	Source of Valuation	Marital/Separate Mixed
See Attached				

Comment: _____

6: RETIREMENT SAVINGS PLANS/PENSIONS/PROFIT SHARING

Name of Plan/Employer	Year of Employment	Years in Plan	Vested?	Amount	Marital/Separate Mixed
H: See Attached					
W:					

Comment: _____

7: TAX REFUNDS

Year	Source	Present Value	Date of Receipt	Marital/Separate Mixed
H:				
W:				
J:				

How many tax exemptions are you presently claiming, including yourself? 3

8: LIFE INSURANCE

Name of Company	Policy No.	Insured	Owner	Beneficiary	Face Amount	Cash Value	Marital/Separate Mixed
Great American	01SM21522 86	Jon H. Entine	Jon H. Entine	Ellen L. Turner	\$750,000.00	\$0.00	
Clark Consulting Corp.		Ellen L. Tuner	Ellen L. Turner	Madeleine Entine	3X salary	\$0.00	

Comment: _____

9: EXPECTANCIES AND INHERITANCES OF THE PARTIES

Location/Titled	Value of Fund	Date of Valuation	Source of Valuation	Marital/Separate Mixed
Jon H. Entine	\$579,000.00 (Est.)		His Father	

Comment: Wife's attached

10: **OTHER ASSETS** List location, title, value of item including date and source of valuation, including whether this property is claimed to be marital, separate, or mixed.

Wife Has Ring Intended For Daughter	\$25,000.00	
Husband's Father's Estate	\$579,000.00 (Est.)	
	\$	
	\$	

LIABILITIES

Name of Creditor	Encumbrance	Who is Liable: Husband, Wife	Bal. Due	As of	Marital/Sep/ Mixed
1: N/A					
2:					
3:					
4:					
5:					
6:					
7:					
8:					

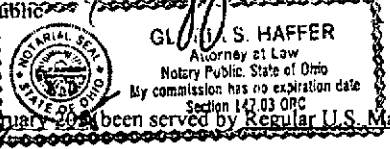
Comment: _____

Total Asset Value minus Total Liabilities equals Total Equity _____

STATE OF OHIO }
 } S.S.
COUNTY OF HAMILTON }

Jon H. Entine, being first duly cautioned and sworn, deposes and states that the facts set forth in the foregoing Property Statement are true as he / she verily believes.

Sworn to and subscribed in my presence this 3rd day of FEBRUARY 2005
Jon H. Entine
Jon H. Entine

Glenn F. Haffer # 0014333
Notary Public


PROOF OF SERVICE

I hereby certify that a copy of the foregoing property statement has this 2nd day of February 2005 been served by Regular U.S. Mail upon Randal S. Bloch, 2345 Ashland Ave. Cincinnati, Oh. Service has been requested through the Clerk of Courts.

Glenn F. Haffer
Attorney for Defendant # 0014333

FINANCIAL DISCLOSURE

- **BANKS**

Joint: Ellen Turner and Jon Entine

5/3 checking account # 0033460839 \$00.64 (dissolved 11/22/05)

Jon Entine

1st Internet Bank of Indiana checking account # 121650 \$4,500 (estimate)

Ellen Turner

5/3 checking account# 519960000
5/3 checking account# 702691551 \$10,000.00
5/3 savings account# 002208806714 \$161,000.00

- **MONEY MARKET ACCOUNT**

Ellen Turner

Dreyfus Basic account# 123-079107 \$30,000.00

- **RETIREMENT ACCOUNTS**

Jon Entine Retirement account

State Teachers Retirement System of Ohio \$13,156.87

Ellen Turner Retirement account

Sara Lee unknown value

- **STOCK**

Joint: Ellen Turner and Jon Entine

Wachovia account# 30162667 \$541,700.00

Jon Entine

Wachovia account# 30162604 (IRA) \$161,200.00
Wachovia account# 30162625 (401k) \$28,200.00
Wachovia account# 30162645 (SEP) \$11,900.00

Ellen Turner

Wachovia account# 84372066	(SEP)	\$11,800.00
Wachovia account# 84372042	(IRA rollover)	\$186,300.00
Wachovia account# 30162746	(Madeleine's)	\$87,900.00
Sara Lee stock option		unknown value
Deferred Compensation		unknown value

85875.1

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

Ellen L. Turner
Plaintiff / Petitioner

Date: _____

Case No. DR0500131

-vs/and-

File No. _____

Jon H. Entine
Defendant / Petitioner

CSEA No. _____

Judge Ronald A. Panloto

**AFFIDAVIT IN COMPLIANCE WITH
§3109.27 OF THE OHIO REVISED CODE**

STATE OF OHIO)
) : SS
COUNTY OF HAMILTON)

Upon being duly sworn, Jon H. Entine does hereby state the following:
(Name)

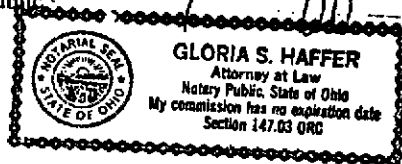
1. The child involved is Madeleine Rose Entine
2. The child present address is: 6255 S. Clippinger Drive, Cincinnati, Ohio 45243
3. The places where the child has lived the last five years are 6255 S. Clippinger Dr., Cincinnati, OH 45243, Piquette
Cincinnati, OH, Grey Rock, Agoura Hills, CA
4. The names and present addresses of the persons with whom the child has lived during that period is Jon Entine and Ellen
Turner, addresses same as above
5. I have not participated as a party, witness, or in any other capacity or any other litigation concerning the allocation of parental rights and responsibilities of the same child or that otherwise concerned the custody in this or any other state.
6. I have no information of any parenting proceeding concerning the child pending in a Court of this or any other state.
7. I know of no person not a party to the proceeding who has physical custody of the child or claims to be a parent of the child who is designated the residential parent and legal custodian of the child or to have parenting time rights with respect to the child or any person other than a parent of the child who has custody or visitation rights with respect to the child.
8. I HAVE NOT been convicted of or pleaded guilty to any criminal offense involving any act that resulted in a child being an abused or neglected child nor have I been the perpetrator of the abusive or neglectful act that was the basis of an adjudication that a child is an abused or neglected child.

If you or your spouse have ever been a party to any civil or criminal case or investigation concerning child abuse, child neglect or domestic violence, state the case name(s), case number(s), date(s) and nature of the case(s) _____.

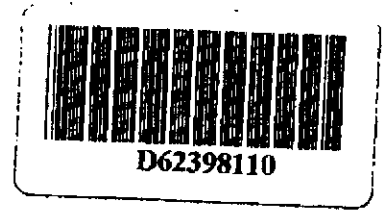
Jon H. Entine
Party Jon H. Entine

Sworn to before me and subscribed in my presence this 13th day of FEBRUARY, 2005.

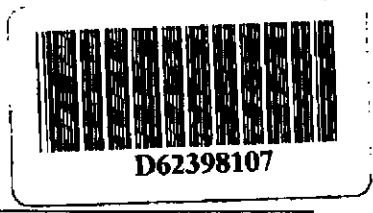
Notary Public



FILED
2005 FEB -3 PM 3:36
GREGORY HARTMANN
CLERK OF COURTS
HAMILTON COUNTY OH



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



Ellen L. Turner
Plaintiff

Address: 7719 Shawnee Run Road
Cincinnati Ohio 45243

-vs/and-

Jon H. Entine
Defendant

Address: 6255 S. Clippinger Drive
Cincinnati, Ohio 45243

Date: _____

Case No. DR0500131

File No. _____

CSEA No. _____

Judge Panioto

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

STATE OF OHIO, SS:

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

Minor and/or Dependent Children of this Marriage:

Madeleine Rose Entine age 6 is residing with Father
 _____ age _____ is residing with _____
 _____ age _____ is residing with _____

FILED
 FEB - 3 P 3:36
 CLERK OF COURTS
 HAMILTON COUNTY, OH
 GREGORY HARTMANN

SECTION I

<u>Husband</u> (1)	<u>Yes</u> Employed Wife (2) <u>Yes</u>	<u>Wife</u>
\$ <u>37,000.00</u>	..... <u>Actual</u> Base Yearly Wages <u>Actual</u>	\$ <u>325,000.00</u>
\$ _____	..... Yearly Averages Overtime, Commission & Bonus Income	\$ <u>225,000.00*</u>
<u>Miami University</u>	..... Employer <u>Sara Lee Foods</u>	
_____	..... Payroll Address <u>10151 Carver Road</u>	
<u>Oxford Ohio 45056</u>	..... City, State, Zip <u>Cincinnati Ohio 45242</u>	
<u>24</u>	..... Scheduled Paychecks Per Year	<u>24</u>
\$ <u>0.00</u>	..... Unemployment Benefits	\$ <u>0.00</u>
\$ _____	..... Workers' Compensation	\$ <u>0.00</u>
\$ <u>0.00</u>	Social Security or Other Disability Benefits	
\$ <u>0.00</u>	..... List Sources in Section D-2	\$ <u>0.00</u>
\$ <u>0.00</u>	..... Spousal Support Received	\$ <u>0.00</u>
\$ <u>0.00</u>	Interest / Dividend Income	
\$ <u>0.00</u>	..... List Source in Section D-2	\$ <u>0.00</u>
(\$ <u>0.00</u>)	Public Assistance or	
	Income Supplement Security	(\$ <u>0.00</u>)
\$ <u>50,000.00</u>	Other Income Received	
\$ <u>87,000.00</u>	..... List Source in Section III-B	\$ _____
	TOTAL YEARLY INCOME	\$ <u>550,000.00*</u>

* It is anticipated that the 2005 Bonus will be in excess of \$300,000.00

Husband(1)

Wife (2)

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

Table with columns for Base Income and Overtime and/or Bonuses for Husband (1) and Wife (2) for years 1, 2, and 3. Includes a 'MOST RECENT YEAR' label.

ADJUSTMENTS

Table of adjustments including Court Ordered Support Paid, Court Ordered Spousal Support, Number of Other Dependent Children, Child Support Received, Health Insurance Premium Paid, and Gross Income of Current Spouse or Other Contributor in Household.

SECTION II AFFIANT'S MONTHLY EXPENSES

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

A. Housing:

Table of housing expenses including Rent or Mortgage, Utilities (Gas & Electric, Water & Sewer, Telephone, Trash Collection, Cable Television), and Other (Internet connection and cable hook-up, Snow Removal/Spring clean-up & fertilizing/limb trimming). Total Housing is \$4,314.34 (A).

B. Other

Table of other monthly expenses including Car Repairs and License, Insurance, Medical Expenses, Clothing, Grocery Items, Child Related Expenses, Gasoline & Oil, and Other (CPA, taxes). Monthly Total is \$3,570.00 (B).

C. MONTHLY INSTALLMENT PAYMENTS
 (Do not list expenses previously listed in Section B)

To Whom Paid	Purpose	Balance Due	Monthly Payment
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
MONTHLY TOTAL			\$ <u>0.00</u> (C)

GRAND TOTAL MONTHLY EXPENSE (Sum A,B,C, plus D (optional)) \$ 11,684.34

SECTION III FINANCIAL DISCLOSURE

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

Name & Address of Financial Institution	Account No.	Name(s) on Account	Balance Date of this Affidavit
<u>SEE ATTACHED</u>	_____	_____	\$ _____
_____	_____	_____	\$ _____

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

Name & Address of Source	Identifying Description (Account No., Claim No., etc.)	Income or Benefits
American Enterprise Institute		\$ <u>50,000.00</u> per year
Miscellaneous Publishing Income		

SECTION IV OTHER ASSETS AND LUMP SUM INCOME

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

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

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

Source Ellen's Sara Lee Foods bonus	Value \$ <u>300,000.00</u>
Address	

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

Attorney for Gloria S. Haffer # 0014333
DEFENDANT

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

Sworn to and subscribed on my presence this 3rd day of FEBRUARY, 2005.

Notary Public [Signature]

My commission expires _____
GLORIA S. HAFFER
 Attorney at Law
 Notary Public, State of Ohio
 My commission has no expiration date
 Section 147.03 ORC

D. OPTIONAL

(Additional Monthly Expenses)

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

1. Special and Unusual Needs of the Children, Specify	\$ _____
2. Extraordinary Parenting Time -Related Travel Expenses	_____
3. Extraordinary Obligations to other children, minor and handicapped, not step-children	_____
4. Mandatory Deduction from Wages (Not taxes, Social Security)	_____
5. Hair Care, Dry Cleaning	<u>\$250.00</u>
6. Newspapers, Periodicals. and Books	<u>\$125.00</u>
7. Child Care (not employment related)	_____
8. Children's School Lunch Program	_____
9. Children's Allowances, Activities	<u>\$400.00</u>
10. Tuition (for Minor Children or Self)	_____
11. Entertainment	<u>\$600.00</u>
12. Contributions	<u>\$200.00</u>
13. Additional Taxes Paid (not from wages)	_____
14. Memberships (Associations, Clubs)	<u>\$150.00</u>
15. Travel, Vacations.	<u>\$800.00</u>
16. Water Softener.	_____
17. House Repairs.	<u>\$350.00</u>
18. Housekeeping.	<u>\$400.00</u>
19. Lawn Service.	<u>\$125.00</u>
20. Other (Specify) Synagogue Membership.	<u>\$100.00</u>
window cleaning.	<u>\$50.00</u>
Pet care.	<u>\$250.00</u>
TOTAL OTHER EXPENSES (D)	<u>\$3,800.00</u>

FINANCIAL DISCLOSURE

- **BANKS**

Joint: Ellen Turner and Jon Entine

5/3 checking account # \$00.64 (dissolved 11/22/05)

Jon Entine

1st Internet Bank of Indiana checking account # \$4,500 (estimate)

Ellen Turner

5/3 checking account#
5/3 checking account# \$10,000.00
5/3 savings account# \$161,000.00

- **MONEY MARKET ACCOUNT**

Ellen Turner

Dreyfus Basic account# \$30,000.00

- **RETIREMENT ACCOUNTS**

Jon Entine Retirement account

State Teachers Retirement System of Ohio \$13,156.87

Ellen Turner Retirement account

Sara Lee unknown value

- **STOCK**

Joint: Ellen Turner and Jon Entine

Wachovia account# \$541,700.00

Jon Entine

Wachovia account# (IRA) \$161,200.00
Wachovia account# (401k) \$28,200.00
Wachovia account# (SEP) \$11,900.00

Ellen Turner

Wachovia account#	(SEP)	\$11,800.00
Wachovia account#	(IRA rollover)	\$186,300.00
Wachovia account#	(Madeleine's)	\$87,900.00
Sara Lee stock option		unknown value
Deferred Compensation		unknown value

85875.1

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, : SUPPLEMENTAL AFFIDAVIT OF JON
DEFENDANT. : H. ENTINE IN SUPPORT OF
: DEFENDANT'S 75(N) MOTION TO
: GRANT DEFENDANT TEMPORARY
: CUSTODY AND SUPPORT

STATE OF OHIO :
COUNTY OF HAMILTON : SS

I, JON H. ENTINE, being first cautioned and sworn, state that I am over eighteen years of age, and have personal knowledge of the facts as set forth below.

1. I am the Defendant in the above-captioned case.
2. This Affidavit supports my 75(N) Motion requesting temporary custody, support and also responds to Plaintiff's Supplemental Affidavit, which is misleading on a number of issues.
3. This Affidavit will attempt to explain and clarify statements and misrepresentations contained in Plaintiff's Supplemental Affidavit.
4. Plaintiff and I were married in Tarrytown, New York, on May 15, 1994.
5. Plaintiff and I have one child, namely Madeleine ("Maddie") Rose Entine, born May 22, 1998.
6. Maddie is 6 years old and a first grade student at Cincinnati Country Day School.
7. I am currently, and have been for several years, the primary caregiver for Maddie.

FILED

2005 FEB - 3 PM 3:30

GREGORY HARTMAN
CLERK OF COURTS
HAMILTON COUNTY, OH

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

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



D62398094

8. By means of background, prior to our marriage. I was a news producer for ABC News in New York City and Plaintiff was an executive at Cadbury Schweppes in Connecticut.
9. When we decided to get married, Plaintiff and I agreed that Plaintiff would continue to pursue her career as a business executive and I would pursue an unpredictable career as a writer, which meant that I would sacrifice my career in network TV news so that Plaintiff could achieve her professional goals.
10. We moved numerous times to enhance Plaintiff's career.
11. In 1993, after we had decided to get married but nine months before we married, we mutually decided that I would not pursue a contract extension with ABC News, but would instead move to Orange County, California to join Plaintiff who had just been hired by Taco Bell Corporation as Senior Director of Marketing. The Plaintiff arranged for Taco Bell to move my household goods, and in December 2004, when the home purchase was formalized, I relocated to Orange County.
12. After less than two years, in 1995, Plaintiff left her employment at Taco Bell to join The Weather Channel in Atlanta, Georgia, as a Senior Vice President, and we moved to Atlanta.
13. After about a year in Atlanta, Plaintiff left The Weather Channel.
14. In the summer of 1996, Plaintiff was hired as a Vice President of Limited Brands, Inc. in Columbus, Ohio, and we moved to Columbus.
15. Approximately a year and half later, in 1998, Plaintiff left the Limited for a position as Chief Marketing Officer and Senior Vice President of Sales at Kinko's Inc., and we returned to California.
16. Plaintiff's position at Kinko's ended in 2000 after Plaintiff was stripped of her

position as Senior Vice President of Sales, and Nike, Inc. subsequently hired Plaintiff in 2000 as the Chief Marketing Officer.

17. After four months at Nike, after Plaintiff and I had purchased a house in Portland, but had not yet moved, Plaintiff was abruptly fired. This was Plaintiff's sixth job in six different cities in seven years.
18. After her termination at Nike, Plaintiff was unemployed for two years and two months until Sara Lee Corporation hired her in the summer of 2002, and we left California for Cincinnati. This was Plaintiff's seventh job in seven different cities since 1993.
19. Even before she accepted the position at Sara Lee, Plaintiff informed me that our stay in Cincinnati would be short. From day one, Plaintiff did not like Cincinnati or her job, and after four months at Sara Lee, she started putting out feelers with executive headhunters about other job opportunities.
20. Because of the many setbacks Plaintiff suffered in her professional life in her climb up the executive ladder, she became progressively unhappy, angry, and depressed, which took a significant toll on our marriage.
21. In October 2004, Plaintiff announced for the first time that she wanted a divorce.
22. Although I did not want to end our marriage, Plaintiff was adamant. This created a great deal of tension in our home.
23. From October 2004 through January 19, 2005, we resided together as a family in the marital residence while we tried to determine an appropriate way to prepare Maddie for the possible end of the marriage. We also discussed a mutually agreeable parenting arrangement for Maddie.
24. One of these arrangements concerned Thanksgiving 2004. Plaintiff's insinuation in her Supplemental Affidavit that I kidnapped Maddie for thirty hours is ludicrous.

25. In fact, Plaintiff and I previously agreed, in a written agreement prepared by our counsels, that I would have exclusive parenting time with Maddie on Thanksgiving Day and Friday and that Plaintiff would have exclusive time with Maddie on Saturday and Sunday.
26. Maddie and I were invited to spend Thanksgiving dinner and to stay overnight with the family of one of Maddie's school friends, and I gave Plaintiff notice of our plans.
27. Plaintiff breached our agreement when she inappropriately accepted an invitation from that same friend to spend Thanksgiving dinner with all of us, thereby infringing on the agreement regarding our exclusive time with Maddie.
28. I requested that Plaintiff decline the invitation, and she refused. Therefore, I made other arrangements for my parenting time with Maddie.
29. Plaintiff took out her new digital flash camera, with video and audio capabilities, and began taking snapshots and video clips of Maddie's tearful reaction to the situation. Plaintiff managed to provoke additional weeping for the camera by cruelly asking Maddie if she was sad because Daddy would not let her be with Mommy and her friend on Thanksgiving.
30. I arranged for Maddie and me to spend Thanksgiving with another one of Maddie's friends, and we stayed overnight until Friday. At 8:00 a.m. on Friday, I brought Maddie home. Plaintiff was not at home when we arrived. At approximately noon, and with Plaintiff having still not returned, I emailed Plaintiff, which was our standard form of communication, to inform her that Maddie had a safe and happy Thanksgiving and that we would continue with our plans for Friday, which included a visit to the Festival of Lights at the Cincinnati Zoo.
31. Maddie and I then spent the rest of Friday together as planned pursuant to the

agreement with Plaintiff.

32. Plaintiff did not call me on my cell phone at all on Thursday and not until approximately 6:00 p.m. on Friday, when Plaintiff left a message on my cell phone as I was skating with Maddie and a friend at the skating park at the Cincinnati Zoo. When I arrived home with Maddie shortly after 8:00 p.m., Plaintiff was at home and began accusing me of kidnapping Maddie in Maddie's presence, which provoked Maddie to tears. She even went so far as to call the police, who arrived and then left finding no real purpose for the call, as documented in the police report. During this encounter, the Plaintiff acknowledged to the police she had not accessed her emails or called me until 6:00 p.m.
33. Plaintiff recorded the scene on her digital voice recorder. I believe that Plaintiff improperly staged the drama to create some sort of evidence for her claims against me.
34. Despite these events, Plaintiff and I continued to live together in the marital residence and continued to discuss how to resolve our issues.
35. Unfortunately, Plaintiff's sudden unilateral decision to vacate the marital residence and relocate to a new home, taking Maddie with her against my wishes, ended our efforts to resolve our issues.
36. On the evening of Thursday, January 20, 2005, while I was in New York at a previously scheduled speaking engagement, and without my knowledge, Plaintiff brought numerous people (including Maddie) to the marital residence in the middle of a snow storm to pack up nearly all of the household goods, furnishings, furniture (including all of Maddie's furniture), appliances, electronic equipment, food, clothing (including Maddie's clothing), and personal belongings (including

nearly all of Maddie's personal belongings) with the intention of removing these items to a new residence.

37. I learned about this event from my next-door neighbors, M.J. and John McClure, who witnessed the packing and called me on my cell phone on Thursday night to alert me.
38. I immediately flew back to Cincinnati, arriving at the house at 8:45 a.m. Friday morning.
39. Plaintiff, who had spent the night with Maddie at the partially empty house, was joined on Friday morning, January 21, 2005 by an entourage of people, including eight movers, one supervisor, and two police officers, to continue removing items, and I was fortunate to make it back into town in time to rescue a few items from the movers.
40. Our daughter was present for the entire ordeal on January 20 and 21, 2005.
41. I observed Maddie tearfully watching as Plaintiff gleefully instructed strangers to dismantle our home and to strip it bare of much of its contents, including Maddie's furniture, toys, clothes, and other belongings.
42. I tried to console Maddie but Plaintiff's mother blocked my attempts to hold Maddie.
43. I next saw Maddie after school on Friday, January 21, 2005. When she saw me she ran into my arms and told me about how scary it was for her to watch a parade of people empty the contents of each room of her house. She cried inconsolably in my arms for half an hour while we sat on the floor of Lower School auditorium, with teachers and students watching. Apparently, she also had earlier told her teachers and her classmates about the traumatic ordeal.
44. I believe that Plaintiff, guided by her own self-centered agenda, used poor

judgment in connection with the move and, as a result, traumatized Maddie by the event.

45. I believe that Plaintiff's contention in her 75(N) Motion that she "obtained professional advice from our daughter's psychologist to prepare her emotionally for this move" in the fashion that she executed her move is a lie.
46. Plaintiff has also informed Maddie that after a few weeks, Maddie will be living most of the time with Plaintiff. I believe that Plaintiff has used poor judgment in making such a statement to Maddie.
47. As for the specific items removed from the marital residence, Plaintiff has attached to her Property Statement a detailed inventory of our household goods, furnishings, furniture, appliances, electronic equipment, food, clothing and personal belongings. Plaintiff improperly removed from the marital residence almost all of the items in the "Marital" column as well as almost all of the items in the "Ellen's" column of the list.
48. Many of the pieces of furniture that Plaintiff claims as her own separate property have been expertly refinished and recovered at great cost during the marriage using marital funds; and, therefore, I disagree with Plaintiff that these items are her separate property.
49. Many other items that appear in the "Ellen's" column were purchased or received as gifts during the marriage and are not Plaintiff's separate property.
50. Plaintiff also claims that the marital residence was purchased with her funds. This is not true. We used marital funds and my separate funds to finance the purchase of our current house and our previous homes in California, Columbus, and Atlanta.

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

Suite 300

105 East Fourth Street

Cincinnati, Ohio 45202

(513) 579-1500

51. Moreover, Plaintiff significantly underestimated the amount of my separate property that I invested in the marital residence from my inheritance from my father.
52. In her 75(N) Motion, Plaintiff requests that the Court designate her as the temporary residential parent and legal custodian of Maddie and supports her request with numerous misrepresentations.
53. For example, Plaintiff contends that my work schedule is not predictable and that I travel at least once a month. This is not true. Last year, I spent a total of four overnights in Washington D.C. and one of the overnights was with Plaintiff to attend a social function. I have not traveled to Washington D.C. at all this year and do not plan to do so until March 2005.
54. I have arranged my work schedule around Maddie's school and activities schedules so that I am available for her.
55. Plaintiff is correct that I teach classes at Miami University. However, my teaching schedule does not affect my ability to be available for Maddie, including taking her to and from school and activities, as I have had, and will continue to have the flexibility of scheduling my classes during Maddie's school hours.
56. Plaintiff, on the other hand, has a vigorous work schedule that keeps her away from our family for long hours on a routine basis. According to the family calendar, during the first nine months of 2004, before the divorce announcement, Plaintiff spent approximately 25% of the nights either out-of-town or at business functions and missed seeing Maddie before Maddie went to bed at night. And Plaintiff missed 60% of our family dinners during the week.

57. Prior to her divorce announcement in October 2004, Plaintiff exhibited little interest in the details of Maddie's daily schedule and was rarely at home to participate in Maddie's routine.
58. It has been Plaintiff's practice for many years to leave the house on weekdays at 6:30 to 7:00 a.m. (before Maddie awakes) and to return home around 6:30 to 7:00 p.m. She also works several hours at the office, and additionally at her home office, almost every weekend. Plaintiff's work schedule is so demanding that except for a rare week of vacation with our daughter, we have had almost no vacations in recent years except for those tied to her work.
59. With very few exceptions, I transport Maddie to school each morning, and I pick her up after school.
60. I arrange Maddie's play dates; I have been her soccer coach over two seasons; I helped found the Brownies' program at her school in Cincinnati and had run her "tribe" in Indian Princess at our previous home in California; I located her music teacher and scheduled her lessons; and supervised music practice at home; I arranged for and took Maddie to her gymnastics and dance classes, and occasional horseback riding lessons; and I help Maddie with her homework on a regular basis. I have planned all of Maddie's summer activities. I transported her to and from almost all of her activities.
61. I do most of the food shopping and the meal preparation.
62. Everyone who knows and interacts with Maddie recognizes that I am her primary caregiver. This includes our next-door neighbor, M.J. McClure (see the attached affidavit marked Exhibit A), Howard and Kathy Jinkinson (see the attached affidavit marked Exhibit B), and Pratha Atluri (see the attached affidavit marked Exhibit C).

63. Additionally, I have been responsible for managing the routine maintenance and repairs of the marital residence and for taking care of our dogs.
64. Plaintiff's statement that she will provide continuity for Maddie by continuing to send her to the same school implies that she has been overseeing Maddie's school activities. As I stated above, this is incorrect as I have been responsible for transportation to and from school and the scheduling and oversight of Maddie's extracurricular activities. I attend almost every school and parental function and regularly interact with Maddie's teachers and principal. Plaintiff's purported keen interest in the details of Maddie's routine is relatively new (since October 2004 when she announced that she intended to get a divorce) and, I predict, short-lived.
65. Plaintiff's contention that she has established a routine for Maddie is unfounded. Again, I established Maddie's daily-routine while Plaintiff has been focused on her career and climbing the executive ladder.
66. Plaintiff's idea of a routine for Maddie is to hire a full-time nanny to provide in-home care for Maddie while Plaintiff attends to her career. I do not agree with Plaintiff's proposal to leave Maddie with a nanny as a caregiver when I am available. I also do not believe that we need to hire a full-time caregiver for Maddie. I am available to continue as Maddie's primary caregiver.
67. Plaintiff's 75(N) Motion requesting custody of Maddie is really a motion to grant Plaintiff the ability to place Maddie under the care of an unidentified nanny.
68. We have not previously hired a nanny. We hired Toni Lauer to assist us as a housekeeper/cook/babysitter/taxi service. Because Maddie has after school activities and playdates and as my work schedule allows me to be available for Maddie when she is not in school, Ms. Lauer worked only limited hours (two half-

days a week) at our home.

69. Contrary to Plaintiff's claims, the reason Ms. Lauer quit our employ was in part due to her limited hours and in part because she felt uncomfortable around Plaintiff. Ms. Lauer regularly left the house before Plaintiff arrived home in the evenings to avoid contact with Plaintiff. Ms. Lauer also had expressed a desire to consolidate her employment with one family which she did after quitting our employ and that of another local family where she also had worked part-time.
70. Plaintiff implies that Ms. Lauer may work for her in her home. I do not believe this is accurate. Ms. Lauer has a full-time job, in which she is supplied a "company car." As recently as January 28th, she told me, for the second time in a week, that she would not work for Plaintiff and has also rebuffed Plaintiff's invitation to have dinner at her house.
71. Plaintiff claims that I have made disparaging remarks to Plaintiff's executive business partners, recruiters or fellow workers. This is not true.
72. Plaintiff, on the other hand, has frequently made unkind remarks, verbally and via e-mail, about me to others and in the presence of Maddie.
73. In her Affidavit, Plaintiff implies that I am inappropriately pursuing romantic relationships from the home. This is not true. After signing up for an Internet service, I went on one date while Plaintiff and Maddie were in Virginia during the Christmas holiday. I have since cancelled my membership. Maddie did not witness anything and has no knowledge of my date.
74. Plaintiff's Affidavit dishonestly states that she was under surveillance at the marital residence.
75. The truth is that the bickering in the marital residence was so frequent and disturbing that our counsel (Plaintiff's prior counsel and my current counsel)

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

Suite 300

105 East Fourth Street
Cincinnati, Ohio 45202

(513) 579-1500

suggested during a settlement conference that both parties use a tape recorder if an argument arose as a means of discouraging it. This well-intentioned suggestion, as executed by Plaintiff, has actually backfired.

76. Plaintiff purchased a digital voice recorder that she frequently used to record Maddie and me when Plaintiff was at the marital residence, occasionally brandishing it, with its glowing record light, in Maddie's presence. Plaintiff went a step further and began provoking fights in an attempt to generate "evidence" to support her claims. On some of these occasions, she would also take digital snapshots as I was attempting to put Maddie to bed.
77. I purchased a tape recorder (after recommendations by both counsel), which I returned to the store unopened and unused shortly after I purchased it.
78. To my knowledge, Plaintiff has retained and continues to use recording devices.
79. Plaintiff states in her 75(N) Motion that I sold her computer and fax machine without her knowledge or consent. This is a false statement. The computer and fax machine that I sold were mine. Plaintiff used this computer to store her iTunes. The fax machine sat in my home office. She has her own computers and fax machine that she alone uses.
80. Plaintiff has not accurately stated her 2004 annual income by omitting her \$225,000.00 annual bonus. Thus, in 2004, her income was approximately \$550,000.00, and it is expected to increase in 2005.
81. Plaintiff has also misstated the values of some of our retirement accounts and omitted other accounts entirely.
82. In her Affidavit, Plaintiff claims that it would be in Maddie's best interest to grant her temporary custody.
83. During our marriage, I focused on Maddie's well being, giving up my career in

television news for a more precarious career as a writer and to be a house-husband while Plaintiff has always focused on her career putting her professional life ahead of her family.

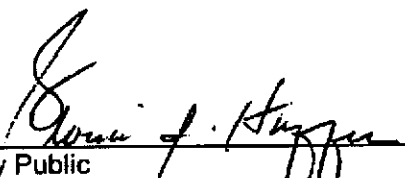
84. The sacrifice of my lucrative career in television enabled Plaintiff to move to enhance her job opportunities and her income, which she now claims as her own.
85. Given Plaintiff's history of climbing up and down the corporate ladder with frequent employment-related relocations, and given her current demanding work schedule, I do not believe that it would be in Maddie's best interest to designate Plaintiff as Maddie's residential and legal custodian.
86. I have been the full-time primary caregiver for our daughter for several years, and I am prepared to continue in that role. I believe that it is in Maddie's best interest that I be designated as her residential and legal custodian.
87. Therefore, I respectfully request that the Court grant my motion and designate me as the primary residential parent of Maddie.

FURTHER AFFIANT SAYETH NAUGHT.

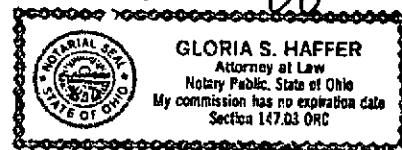


JON H. ENTINE

Sworn to before me and subscribed in my presence this 3 day of February, 2005.



Notary Public



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

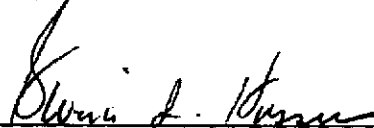
Suite 300

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 Supplemental Affidavit of Jon H. Entine in Support of 75(N) Motion has been served by regular U.S. Mail, postage prepaid, upon Randal S. Bloch, Esq., Attorney for Plaintiff, at 2345 Ashland Avenue, Cincinnati, Ohio 45206, on this 3rd day of February, 2005.



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

87746.2

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

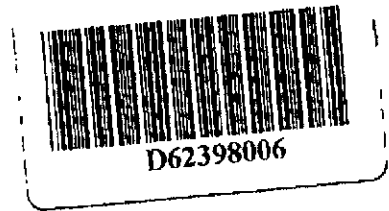
Suite 300

105 East Fourth Street

Cincinnati, Ohio 45202

(513) 579-1500

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



Ellen L. Turner

Plaintiff

Date: _____

Case No. DR0500131

-vs-

File No. _____

Jon H. Entine

Defendant / Petitioner

CSEA No. _____

Judge Ronald A. Panioto

**MOTION AND AFFIDAVIT FOR TEMPORARY
PARENTING ORDERS, SUPPORT, PARENTING TIME
SPOUSAL SUPPORT WITHOUT ORAL HEARING**

Jon H. Entine moves the Court for a temporary order granting him residential parenting rights; support; parenting time; spousal support, household expenses upon his affidavit and without oral hearing, pursuant to Rule 75(N) of the Ohio Rules of Civil Procedure. The opposing party has 14 days from the date of service to file a counter motion and/or affidavits. **THE COURT WILL NOT AWARD SHARED PARENTING ON A TEMPORARY BASIS IN A 75(N) ORDER.**

For cause and upon being duly sworn, Jon H. Entine states as follows:

1. If Defendant has an out of state address and the parties were not married in the State of Ohio, please complete. The basis of personal jurisdiction is: _____.
2. Plaintiff and Defendant are residing separate and apart.
 Parties are residing together and request an order for allocation of household expenses only.
3. There are no minor children (Skip to No. 12)
4. I have filed a 3109.27 Affidavit and have specifically addressed therein the child abuse/neglect, domestic violence, physical harm provisions of O.R.C.3109.04, 3109.051 and 3109.052 as those statutes pertain to both parents and _____.
5. (a) I request to be the residential parent and legal custodian on a temporary basis.
(b) I have no objection to my spouse being the residential parent and legal custodian on a temporary basis.
6. The minor child has resided solely with **Both (Defendant)** since _____.
7. The minor child attend(s) school at **Cincinnati Country Day**, which is the school district of **Jon H. Entine (Defendant)** or other basis _____. Child has been so enrolled since **August 20, 2002**.
8. **Jon H. Entine (Defendant)** has been the primary caretaker of the child.
9. The special (i.e. physical, mental, educational disability) needs of the child are _____ and **Defendant** is best able to meet those needs.
10. I request the following parenting time order (No supervised parenting time order will be granted unless the reasons therefore are stated with specificity).
(a) Court Standard Parenting Order.
(b) Specific parenting time as follows: **SEE ATTACHED**
11. Recognizing that the 75(N) Order is temporary only, my position on further parenting allocation is as follows: (Please Check box): I have not requested shared parenting; I object to shared parenting; I have not filed a shared parenting plan; I will not unless ordered file a shared parenting plan. Estimated date of filing _____. I request a mediation order at the present time. (If requested, complete mediation assessment form.); I request a mediation assessment at the present time; I am willing to attend mediation; I request family counseling. If requested, state subject area and reason: _____; I request parenting time counseling with a parenting specialist; I request an immediate referral to a parenting specialist for a full; modified investigation. The reasons why an immediate referral is necessary are: Attach affidavit (required). State reasons with specificity.
12. I have no other income except as set forth in my Affidavit of Income, Expenses and Financial Disclosure. (Attach at least two most recent pay stubs and W-2 for previous year.
13. (a) There is no reason known to me why I cannot continue my employment.
(b) The reason I cannot work or continue to work is: _____.

FILED
2005 FEB 23 P 3:30
GREGORY HERTMANN
CLERK OF COURTS
HAMILTON COUNTY, OH

14. I believe my spouse's income to be approximately \$10,096.00 gross per week based upon _____ (Attach verification of spouse's income)
15. There was no previous filing in this Court which left an arrearage on records of the CSEA.
16. (a) This affidavit is being filed only on conjunction with a complaint.
- (b) This counter affidavit is being filed in response to an affidavit filed by Ellen L. Turner
Plaintiff
17. I request the Court to make the following order:
Support: \$4,553.29 per month, per child and/or spousal support \$ 5,000.00 per month. If there is a deviation between the requested amount and the worksheet amount state the reason why on a separate sheet of paper.
18. OTHER: (attach additional pages as necessary): _____

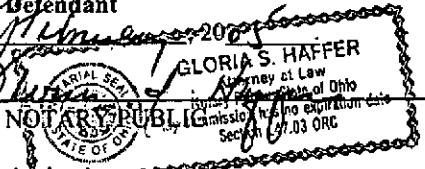
STATE OF OHIO)
COUNTY OF HAMILTON) SS:

Jon H. Entine herein, being first duly sworn, says that the facts stated herein are true as he verily believes.
Defendant

Sworn to before me and subscribed in my presence this 3rd day of March 2008

Jon H. Entine
Defendant

Gloria S. Haffer
Attorney/Party



Respectfully submitted,
Gloria S. Haffer # 0014333
Attorney/Party
Suite 300 - 105 E. 4th St. Cincinnati, OH 45202
Address
513-579-1500
Phone Number

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Motion has this 3rd day of Feb has been served by _____ upon RANDAL BLOCH

Gloria S. Haffer
Gloria S. Haffer
Attorney/Party

**Child Support Computation Sole Residential
Parent or Shared Parenting Order**

Name of Parties: Jon Entine and Ellen Turner
Case No. A /DR DR0500131

Number of minor children : 1

The Following Parent was Designated as Residential Parent and Legal Custodian: **Father**

INCOME		COLUMN I	COLUMN II	COLUMN III
		FATHER	MOTHER	COMBINED
1.a	Annual gross income from employment or, when determined appropriate by the court or agency, average annual gross income from employment over a reasonable period of years. (exclude overtime, bonuses, self-employment income, or commissions).....	\$87,000	\$550,000	
1.b	Amount of overtime, bonuses and commissions:(year 1 representing the most recent year)			
	YR 3 Three Years Ago YR 3 Three Years Ago	\$0	\$0	
	YR 2 Two Years Ago YR 2 Two Years Ago	\$0	\$0	
	YR 1 Last Calendar Year YR 1 Last Calendar Year	\$0	\$0	
	AVERAGE	\$0	\$0	
	(Include in Column I and/or Column II the average of the three years or the year 1 amount, whichever is less, if there exists a reasonable expectation that the total earnings from overtime and/or bonuses during the current calendar year will meet or exceed the amount that is the lower of the average of the three years or the year 1 amount. If, however, there exists a reasonable expectation that the total earnings from overtime/bonuses during the current calendar year will be less than the lower of the average of the 3 years or the year 1 amount, include only the amount reasonably expected to be earned this year.).....	\$0	\$0	
2	For self-employment income:			
a.	Gross receipts from business.....	\$0	\$0	
b.	Ordinary and necessary business expenses.....	\$0	\$0	
c.	5.6% of adjusted gross income or the actual marginal difference between the actual rate paid by the self-employed individual and the F.I.C.A. rate.....	\$0	\$0	
d.	Adjusted gross income from self-employment (subtract the sum of 2b and 2c from 2a.....)	\$0	\$0	
3	Annual income from interest and dividends (whether or not taxable)	\$0	\$0	
4	Annual employment from unemployment compensation.....	\$0	\$0	
5	Annual income from workers' compensation, disability insurance benefits, or social security disability/retirement benefits.....	\$0	\$0	
6	Other annual income (identify).....	\$0	\$0	
7	Total annual gross income (add lines 1a,1b,2d, and 3-6).....	\$87,000	\$550,000	
ADJUSTMENTS TO INCOME				
8	Adjustment for minor children born to or adopted by either parent and another parent who are living with this parent; adjustment does not apply to stepchildren (number of children times federal income tax exemption less child support received, not to exceed the federal tax exemption).....	\$0	\$0	
9	Annual court-ordered support paid for other children.....	\$0	\$0	
10	Annual court-ordered spousal support paid to any spouse or former spouse.....	\$0	\$0	
11	Amount of local income taxes actually paid or estimated to be paid	\$1,740	\$11,000	
12	Mandatory work-related deductions such as union dues, uniform fees, etc. (not including taxes, social security, or retirement).....	\$0	\$0	
13	Total gross income adjustments (add lines 8 through 12).....	\$1,740	\$11,000	
14	Adjusted annual gross income (subtract line 13 from line 7).....	\$85,260	\$539,000	
15	Combined annual income that is basis for child support order (add line 14, Col. I and Col. II).....			\$624,260
16	Percentage of parent's income to total income:			
a.	Father (divide line 14, Col. I by line 15, Col. III).....	13.66%		
b.	Mother (divide line 14, Col. II by line 15, Col. III).....		86.34%	
17	Basic combined child support obligation (Refer to schedule, first column, locate the amount nearest to the amount on line 15, col. III, then refer to column that corresponds to the number of children in this family. If the income of the parents is more than one sum but less than another, you may calculate the difference.).....			\$15,218

18 Annual support obligation per parent		
a. Father (multiply line 17, col. III, by line 16a).....	<u>\$2,078</u>	
b. Mother (multiply line 17, col. III, by line 16b).....		<u>\$13,140</u>
19 Annual child care expenses for children who are the subject of this order that are work-, employment training-, or education-related, as approved by the court or agency (deduct tax credit from annual cost, whether or not claimed).....	<u>\$0</u>	<u>\$0</u> before tax credit
	<u>\$0</u>	<u>\$0</u> after tax credit
20 Marginal, out-of-pocket costs, necessary to provide for health insurance for the children who are the subject of this order.....	<u>\$0</u>	<u>\$0</u>

ADJUSTMENTS TO CHILD SUPPORT

21 Father (only if obligor or shared parenting)		
a. additions: Line 16a times sum of amounts shown on line 19, Col. II and line 20, Col. II.....	<u>\$0</u>	
Mother (only if obligor or shared parenting)		
b. additions: Line 16b times sum of amounts shown on line 19, Col. I and line 20, Col. I.....		<u>\$0</u>
c. subtractions: Line 16b times sum of amounts shown on line 19, Col. I and line 20, Col. I.....	<u>\$0</u>	
d. subtractions: Line 16a times sum of amounts shown on line 19, Col. II and line 20, Col. II.....		<u>\$0</u>

OBLIGATION AFTER ADJUSTMENTS TO CHILD SUPPORT

22 a. Father: Line 18a plus or minus the difference between line 21a minus line 21c.....	<u>\$2,078</u>	
b. Mother: Line 18b plus or minus the difference between line 21b minus line 21d.....		<u>\$13,140</u>

ACTUAL ANNUAL OBLIGATION

23 a. (Line 22a or 22b, whichever line corresponds to the parent who is obligor).....		<u>\$13,140</u>
b. Any non-means-tested benefits, including social security and veterans' benefits paid to and received by a child or a person on behalf of the child due to death, disability, or retirement of the parent.....		<u>\$0</u>
c. Actual Annual obligation (subtract line 23b from line 23a).....		<u>\$13,140</u>
24 a. Deviation from sole residential parent support amount shown on line 23c if amount would be unjust or inappropriate: (see section 3119.23 of the Revised Code.) (Specific facts and monetary value must be stated.)		
Deviation appropriate due to the disparity of parties incomes & is in the best interest of the	<u>\$41,500</u>	
b. Deviation from shared parenting order: (see sections 3119.23 and 3119.24 of the Revised Code.) minor child. (specific facts including the amount of time children spend with each parent, ability of each parent to maintain adequate housing for children, and each parent's expenses for children must be stated to justify deviation.)		
25 Final figure (this amount reflects final annual child support obligation; line 23c plus or minus any amounts indicated in line 24a or 24b).....		<u>\$54,639.56</u>
26 For Decree: child support per month (divide obligor's annual share, line 25, by 12) plus any processing charge.....		<u>\$4,644.36</u>

Mother is Obligor

Prepared by:

Counsel

Devin A. Steyer #0014393
(For mother/father)

Pro se

CSEA

Worksheet Has Been Reviewed and Agreed To:

Other

Mother

Father

Jan A. Entine

Date

Date

2/2/05

PROPOSED PARENTING SCHEDULE

I. 2 WEEK SCHEDULE, Beginning February 14, 2005

	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI/SAT/SUN</u>
WK1	FO	MO	MO	FO	FO
WK2	MO	FO	FO	FO	MO

F=FATHER (residential parent)
M=MOTHER (non-residential parent)
O=OVERNIGHT

II. WEEKENDS:

Pursuant to parent's prior agreement:

Weekend of February 11 – 13: Mother will have parenting time from Friday, February 11th after school, until she drops daughter off at school Monday morning, February 14th.

President's Weekend/February 18 – 20: Father will have parenting time from Thursday, February 17th after school until Monday, February 21st at approximately 8:00 PM, until he drops daughter off at Mother's.

Weekend of February 25 – February 27: Mother will have parenting time from Friday, February 25th, until he drops daughter off at school Monday morning, February 26th.

Thereafter, the parties will have parenting time on alternating weekends (with Father having the first weekend in March, 5-6,) from Friday after school until the weekend parent drops daughter off at school the following Monday morning.

III. SCHOOL BREAKS

Spring Break: As previously agreed to by both parties, father will have parenting time from Saturday March 12th at 6:00 PM through March 20th at approximately 12:00 PM (exact transfer time and place, within 100 miles of Orlando, Florida, to be worked out between Mother and Father). Mother will have parenting time from March 20th at approximately 12:00 PM to Monday morning March 28th.

IV. HOLIDAY TIME

With regard to holiday parenting time, the parties shall follow the Standard Parenting Order, a copy of which is attached hereto.

ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES PARENTING SCHEDULE FOR
HAMILTON COUNTY COURT OF DOMESTIC RELATIONS

ELLEN L. TURNER
PLAINTIFF / PETITIONER

-AND-

JON H. ENTINE
DEFENDANT / PETITIONER

ENTER: _____
JUDGE/MAGISTRATE
DATE: _____
CASE NO. DR0500131
FILE NO. _____
CSEA No. _____
JUDGE Ronald A. Panioto

STANDARD PARENTING ORDER

During and after a divorce, there is often a crisis period (from several months to years) during which families are under great stress because of loss, conflict and change. Most studies show, and psychologists uniformly agree, that the children who "do best" following divorce are from families which maintain a low level of conflict. The absence of conflict is even more critical than the amount of time either parent spends with the child.

However, children clearly profit by continued meaningful exposure to both parents. Children need the continuing and regular involvement of both parents to feel loved. No specific schedule will satisfy the change in needs of both children and parents over the years. Critical to the success of any schedule is that each parent be flexible based upon the changing needs of a child as the child grows older.

This court order takes into account the changing developmental needs of children. It is recognized that each situation and each child is different, and it is preferred that parents tailor the parenting schedule to meet the specific needs of their children.

A good parenting plan developed for a family should be based upon the following considerations:

1. The developmental needs and age of each child
2. The psychological attachments of each child
3. The way the child-rearing tasks were shared during the marriage
4. The preservation or development of a close relationship with each parent
5. A consistent and predictable schedule that minimizes the transition between the households
6. Each child's temperament and ability to handle change
7. Parents' career demands and work schedules
8. The need for periodic review of the plan, noting trouble signs and revising as each child's needs and circumstances change

If parents have not filed with the Court their own agreed written plan, for good cause shown, the following schedule of parenting time (court order in boldface print) is hereby ordered:

1. TERMINOLOGY:

For purposes of this order, **Father** is designated the residential parent and **Mother** is designated the non-residential parent.

For purposes of a Shared Parenting Plan, wherever "residential parent" appears, the name of **Father** shall be substituted as if rewritten, and wherever "non-residential parent" appears, the name of **Mother** shall be substituted as if rewritten. For purposes of the following parenting schedule, "week 1" is considered to be the first full week of each calendar year with Monday regarded as the first day of the week.

PARENTS WITH CHILDREN IN MORE THAN ONE AGE GROUP:

The policy of the following time allocation is to provide a schedule which is best suited for the particular age of that child(ren). When a family has children in more than one age group, the parents should either adapt the schedule to fit the needs of each child or follow Schedule C.

2. WEEKLY SCHEDULE

Basic Principles: Birth to Five Years

- i. Particularly with very young children, the more frequently the non-residential parent sees the child(ren), the more appropriate it is to have longer periods of time with the non-residential parent.
- ii. If the non-residential parent has not had regular contact with the child, short periods of parenting time must precede extended periods.
- iii. With children over the age of 3 months, and particularly with children in the preschool years, more overnight time may be appropriate, subject to the temperament of the child and the circumstances of each family.

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

A. **Birth to 3 months:** frequent short visits in the baby's home, unless otherwise specified. If the residential parent is not working outside the home, daily from 6:00 pm until 8:00 pm. If the residential parent is working outside the home, every other day from 6:00 pm until 8:00 pm. The non-residential parent may take the child out for walks or drives if sleeping and feeding are provided for.

B. **3 months to 3 years:**

Frequent short visits per agreement or, Tuesday and Thursday evenings from 5:30 pm until 8:30 pm

One day every weekend, alternating Saturday/Sunday from 10:00 am until 6:00 pm

Beginning at 12 months, the Saturday parenting time shall begin on Friday at 6:00 pm until Saturday at 6:00 pm

	MON	TUE	WED	THU	FRI	SAT	SUN
Wk1		S		S			D
Wk2		S		S		D*	
Wk3		S		S			D
Wk4		S		S		D*	

X = Evenings
D = 10:00 AM TO 6:00 PM

C. **3 to 5 years:**

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

A rotating four week schedule as follows:

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

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

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

Week 4-Residential Parent's weekend.

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

X = Evenings
O = Overnight

Basic Principles - Six to Eleven Years

Elementary school age children can adapt to longer periods of separation from their principal caretakers than younger children can.

The needs of the 6-11 year old child with regard to school schedules, homework, and extra-curricular activities must be respected.

Adjusting to and moving back and forth between two households increases the complexity of life for a child in a divorce situation. It may, therefore, be necessary to simplify other aspects of a child's life, e.g. by reducing the number of outside activities.

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

6 to 11 years:

Alternate weekends from Friday evening at 6:00 pm to Monday morning before school, or summer care.

Overnight on the Thursday evening following that weekend from 6:00 pm to before school or summer care on Friday morning, and from 6:00 pm to 8:00 pm on the following Tuesday evening.

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

X = Evenings
O = Overnight

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		S		S	O		
Wk2		S		S		O	
Wk3		S		S	O		
Wk4		S		S			

X = Evenings
O = Overnight

HOLIDAY SCHEDULE/EXTENDED PERIODS

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, 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 (Beggars 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.

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.

MISCELLANEOUS

- A. The child(ren) and/or residential parent have no duty to wait for the non-residential parent to arrive for more than 30 minutes. The non-residential parent who is more than 30 minutes late for a particular period of time shall forfeit that period of time. Exception shall be made if, and only if, the tardiness of the non-residential parent is for just cause and the residential parent receives both prompt notification and a reasonable estimated arrival time.
- B. The non-residential parent who is more than 30 minutes late in returning the child(ren) without calling to make arrangements and without just cause shall be subject to contempt.
- C. When the residential parent will be gone overnight regardless of the age of the child(ren), the non-residential parent shall be afforded the opportunity to exercise overnight parenting time.
- D. Make-up days shall be given if, due to an emergency, the child(ren) or non-residential parent is not available at the scheduled time or if the residential parent denies access to the child(ren) without just cause. All make-up dates shall be rescheduled and exercised within 30 days.
- E. The parents shall make every effort to consider the child(ren)'s school schedule or reasonable extracurricular activities to serve the best interest of the child(ren).
- F. In the event that the parents are unable to reach an agreement regarding transportation, _____ shall provide transportation at commencement of the period and _____ shall provide transportation at termination of the period.
- G. The non-residential parent shall have frequent and ongoing telephone contact with the child(ren). The non-residential parent shall utilize this time in a reasonable fashion.

5. RECORDS/DAYCARE/STUDENT ACTIVITIES/MEDICAL ACCESS

- A. The non-residential parent shall be entitled to access to any and all records related to the child(ren) to the same extent as is legally provided to the residential parent and under the same terms and conditions by which access is provided to the residential parent. The residential parent shall supply the keeper of any medical/school records of the child(ren) with a copy of his/her order. The residential parent shall supply any other keeper of any records of the child(ren) with a copy of this order upon request of either the non-residential parent or the keeper of the record.
- B. In the event a child's illness requires medical attention by a physician, the residential parent shall promptly notify the non-residential parent. Elective surgery shall only be performed after consultation with the non-residential parent.
- C. The non-residential parent shall be entitled to access to student activities relating to the child(ren) to the same extent as is legally provided to the residential parent and under the same terms and conditions by which access is provided to the residential parent. The residential parent shall provide the school(s) with a copy of this order.
- D. The non-residential parent shall be entitled to access to any daycare center that is, or that in the future may be attended by the child(ren), to the same extent as is legally provided to the residential parent and under the same terms and conditions by which access is provided to the residential parent. The non-residential parent shall not remove the child(ren) from the daycare premises except during periods of time to which the non-residential parent is otherwise entitled pursuant to this order or except by written agreement of the parents. The residential parent shall provide a copy of this order to the daycare center.

6. RELOCATION/REMOVAL

- A. In accordance with Rule 2.7 of the Court's Local Rules, the residential parent shall notify the Court and the other parent of any intent to relocate by completing Court Form 2.8 ("Notice of Intent to Relocate") and submitting it to the Court's Docket Office. If a Shared Parenting Plan is in effect, each parent must notify the Court and the other parent of any intent to relocate by complying with the provisions of Local Rule 2.7 and submitting Form 2.8. Form 2.8 is available in the Docket Office.
- B. Neither parent may remove the child(ren) from Hamilton County or its contiguous Ohio counties (i.e. Butler, Warren, Clermont counties) and establish residence for them in another county without first obtaining a court order or an agreed entry permitting such removal. (Note: To have legal effect, an agreed entry must be signed by both parents, their attorneys (if any), and the Court, and thereafter be filed with the Hamilton County Clerk of Courts.)

7. MODIFICATION/RESTRICTIONS AS FOLLOWS:

ANY KEEPER OF ANY RECORD WHO KNOWINGLY FAILS TO COMPLY WITH THIS ORDER, OR DIVISION (H) OF SECTION 3109.051 OF THE OHIO REVISED CODE, AND ANY SCHOOL OFFICIAL OR EMPLOYEE WHO KNOWINGLY FAILS TO COMPLY WITH THIS ORDER OR DIVISION (J) OF SECTION 3109.051 OF THE OHIO REVISED CODE IS IN CONTEMPT OF COURT.

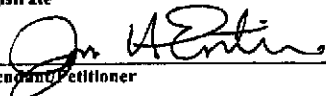
WILLFUL NON-COMPLIANCE BY A PARENT WITH THIS ORDER MAY RESULT IN A FINDING OF CONTEMPT RESULTING IN THIRTY (30) DAYS TO NINETY (90) DAYS INCARCERATION, A \$250.00 TO \$1,000.00 FINE, AND AN AWARD OF THE MOVING PARENT'S ATTORNEY FEES AND COSTS.

BY SIGNATURE ON THIS AGREED ORDER, BOTH PARENTS EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVE ANY REQUIREMENT THAT THE COURT ISSUE SEPARATE FINDINGS OF FACT/CONCLUSIONS OF LAW PURSUANT TO O.R.C. 3109.04, 3109.051 AND 3109.052.

Plaintiff/Petitioner

Attorney for Plaintiff/Petitioner

Magistrate


Defendant/Petitioner

Attorney for Defendant/Petitioner

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