

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

Ellen Turner

CASE NO. DR 05 00 131

-VS-

Jon Entine

WRITTEN REQUEST FOR SERVICE
(TYPE OF PAPERS BEING SERVED)

Subpoena

PLAINTIFF / DEFENDANT REQUESTS:

CERTIFIED MAIL SERVICE

REGULAR MAIL SERVICE _____

PERSONAL SERVICE _____

RESIDENCE SERVICE _____

PROCESS SERVICE _____

FOREIGN SHERIFF _____



FILED

2012 JUN -7 A 9:38

TRACY WINKLER
CLERK OF COURTS
HAMILTON COUNTY, OH



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

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

Medical records custodian for Sally Shoff MD
Childrens Hospital Medical Center, Suite A
9560 Children Dr.
MASON OH 45040

Robert Meyers (KOB/UT)
SIGNATURE

579.1500
PHONE NUMBER

105 E 4th St. # 300
ADDRESS
Cin OH 45202

14589
ATTORNEY NUMBER



D97921428



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



ELLEN L. TURNER

Plaintiff

-vs-

JON H. ENTINE

Defendant

: CASE NO. DR0500131
: FILE NO. E233969
:
: JUDGE SIEVE
: MAGISTRATE THEILE
:
: ORDER FOR PAYMENT
: OF GUARDIAN AD LITEM FEES

The Court finds that Anne B. Flottman was appointed Guardian Ad Litem in the above-captioned matter, that she has applied for fees and services rendered from March 15, 2012 through April 30, 2012, and that the work performed was reasonable,

IT IS HEREBY ORDERED:

On May 16, 2012, a statement of services (attached hereto) rendered by Guardian Ad Litem was served upon the parties and counsel by U.S. Mail. A Motion in Opposition was not filed by either party.

The Clerk of Courts shall release funds on deposit to said Guardian Ad Litem in the sum of \$1,750.00.

IT IS SO ORDERED.

Judge Sieve

ANNE B. FLOTTMAN (0074394)
Guardian Ad Litem
Wood & Lamping LLP
600 Vine Street, Suite 2500
Cincinnati, Ohio 45202
(513) 852-6094
Fax: (513) 419-6494
abflottman@woodlamping.com

JUN 07 2012

Judge Jon H. Sieve

Wood & Lamping LLP

Madeleine Entine (a minor)
 Re: Guardian ad Litem
 I.D. 8227-00001 - ABF

May 16, 2012
 Invoice 440978
 Page 2

Fees					
Date	Atty	Description	Hours	Rate	Amount
03/15/12	ABF	Turner - Entwine - call from Dave Kamp regarding GAL appointment	0.30	300.00	90.00
04/03/12	ABF	Call from Bob Meyers regarding concerns about Maddie; review emails from him	0.40	300.00	120.00
04/04/12	LKP	Conversations with Court; Prepare Agreed Entry Appointing Guardian Ad Litem; Conversation with W. Jreisat	0.90	120.00	108.00
04/04/12	ABF	ENTINE TURNER. Review emails forwarded by Mr. Meyer. Call to Mr. Entine to arrange visit. Brief discussion of his concerns about child's note and what may have prompted it, his wish to be sure Ms. Turner give her views to me on same. Arrange visit for 4/5 at his home. Call from Mr. Kamp regarding note and when I can follow up on it. Leave detailed-voicemail for Ms. Jrisat with information to pass along to Ms. Turner along with assurances that the first visit's being at Father's home is simply a function of schedule. Review voicemails from Ms. Jrisat.	0.80	300.00	240.00
04/05/12	LKP	Conversation with W. Jreisat; Email to W. Jreisat and R. Meyers regarding Areed Entry Appointing Guardian ad Litem for review.	0.50	120.00	60.00
04/05/12	ABF	ENTINE TURNER. Call to Wjidan Jreisat, confer with Mr. Kamp, confer with paralegal regarding conversations with Ms. Jreisat	0.30	300.00	90.00
04/09/12	ABF	Review email from John Entine regarding 529 contributions. Review Ms. Jresiat's minor edits to the Agreed Entry.	0.20	300.00	60.00
04/11/12	LKP	Conversation with W. Jreisat; Conversation with R. Meyers' office; Prepare conflict check	0.40	120.00	48.00
04/11/12	ABF	Call from Ms. Jresiat regarding parameters of GAL appointment and language for Agreed Entry of Appointment; her client's concerns about process	0.30	300.00	90.00
04/12/12	RUN	File agreed entry appointing guardian ad litem (LKL)	0.20	25.00	5.00
04/13/12	LKP	Check status of Agreed Entry with Court; Establish client file	0.40	120.00	48.00
04/16/12	LKP	Conversation with Court; Email to W. Jreisat and R. Meyers regarding Agreed Entry Appointing GAL entered 4/16/12	0.30	120.00	36.00
04/17/12	ABF	Read several emails between parents about proposed trip to ride. Review email from Father. Email to all regarding setting up visits to meet the child and the need for me to communicate with her directly.	0.60	300.00	180.00
04/18/12	ABF	Schedule appointments with both parents. Review email from Father regarding child's text messages.	0.20	300.00	60.00
04/19/12	LKP	Fax Agreed Entry Appointing Guardian ad Litem to K. Yeager/Indian Hill Middle School	0.20	120.00	24.00
04/21/12	ABF	Meet with child and father at father's home.	2.70	300.00	810.00
04/24/12	ABF	Review series of emails regarding oboe and ENT issues. Confer with Ms. Yeager, guidance counselor, regarding her perspective	0.80	300.00	240.00

Wood & Lamping, L.L.P.

Madeleine Entine (a minor)
 I.D. 8227-00001 - ABF
 Re: Guardian ad Litem

May 16, 2012
 Invoice 440978
 Page 3

Date	Atty	Description	Hours	Rate	Amount
		on child's needs.			
04/24/12	ABF	Travel to Mother's home. Meet individually with Maddie. Meet individually with Mother.	2.80	300.00	840.00
04/25/12	ABF	Review additional email response from Mother, skim through Father's 529 Motion and determine that it is not necessary for me to review further; review email exchange about oboe lessons. Review all emails provided by Mother regarding various proposed changes in schedule and exchanged times. Research online for any articles addressing impact of including child in highly contentious discussions between parents on scheduling issues.	1.50	300.00	450.00
04/25/12	LKP	Review of Court's case history; Conversations with W. Jreisat and R.Meyers regarding requests for client's court filings ; Receipt of documents from R. Meyers	0.60	120.00	72.00
04/26/12	ABF	Meet with Mr. Kamp, Ms. Jreisat, Mr. Meyers; discuss focus of my role, parents' concerns; process to use going forward.	2.10	300.00	630.00
04/27/12	ABF	Review 7 emails from Father, 1 from Mother, 1 from Ms. Jreisat. Reply to one of Father's emails. Call to Mr. Meyers to ask for his assessment of how or whether I should proceed in light of Father's stated timeline for resolution. Discuss options with Dave Kamp. Email both parents regarding next visits.	0.80	300.00	240.00
04/28/12	ABF	Review numerous emails from Father	0.40	300.00	120.00
04/28/12	ABF	Review and reply to lengthy email from Father regarding Dr. Pestian; advise him to have Dr. Pestian contact current therapist; review and reply to brief email from Mother regarding scheduling time to take Maddie to dinner.	0.50	300.00	150.00
04/29/12	ABF	Review 7 emails from Father, 2 from Mother. review and reply to several from Father. Call from Mother and discuss her day with Maddie. Additional email exchange with Father.	1.00	300.00	300.00
04/29/12	ABF	Exchange text messages with Maddie regarding how she is doing and her concerns.	0.60	300.00	180.00
04/30/12	ABF	Review email from Father about call from Maddie on Sunday night, and his plan to see her after school Monday. Reply to his request that I call Dr. Pestian - I need the forwarded statement he says he has from Maddie. Email both attorneys about contact information for therapists. exchange emails with Mr. Meyers regarding inclusion of child in emails.	0.40	300.00	120.00

Total Fees 20.20 5,411.00

Disbursements		
Date	Description	Amount
	Postage	2.50
	Fax Charges	6.00
Total Disbursements		8.50

Wood & Lamping LLP

Madeleine Entine (a minor)
Re: Guardian ad Litem
I.D. 8227-00001 - ABF

May 16, 2012
Invoice 440978
Page 4

Total Fees and Disbursements 5,419.50

Total Current Charges 5,419.50

Case Number: DR0500131

THE STATE OF OHIO }
Hamilton County } SS.
}

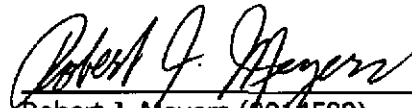
COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
SUBPOENA FOR WITNESS
DUCES TECUM

TO: Medical Records Custodian for
Sally R. Shott, M.D.
Children's Hospital Medical Center, Suite A
9560 Children Drive
Mason, Ohio 45040

You are required to bring with you any medical records relating to Madeleine Entine,
Date of Birth May 22, 1998, for the period of January 1, 2006 to the present

You are required to attend on the 28th day of June A.D. 2012 at 10:00 o'clock A.M. at
Hamilton County Domestic Relations Court, 800 Broadway in Cincinnati, Ohio. In said County,
before Magistrate Theile, of said Court, in Room No. 2-102 to testify as witness on behalf of
Jon H. Entine in the case of Ellen L. Turner v. Jon H. Entine and not depart the Court without
leave.

Fail not under penalty of the law.



Robert J. Meyers (0014589)
Attorney for Defendant
Buechner Haffer Meyers
& Koenig Co., L.P.A.
105 E. Fourth Street, Suite 300
Cincinnati, Ohio 45202-4057
Telephone: (513) 579-1500
Facsimile: (513) 977-4361
Email: rmeyers@bhmklaw.com

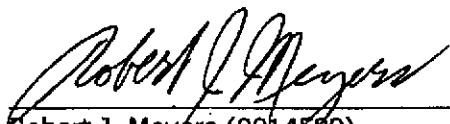
BUECHNER HAFFER
MEYERS & KOENIG
CO., L.P.A.
Suite 300
105 East Fourth Street
Cincinnati, Ohio 45202
(513) 579-1500



D97938208

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Subpoena For Witness Duces Tecum directed to Medical Records Custodian for Sally R. Shott, M.D. has been served upon Wijdan Jreisat, Esq., Attorney for Plaintiff, 255 E. Fifth Street, Suite 2400, Cincinnati, Ohio 45202, by regular U.S. mail, postage prepaid, this 6th day of June, 2012.



Robert J. Meyers (0014589)
Attorney for Defendant

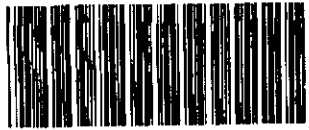
181743

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

5.3.12
ENTERED
APR 16 2012



JUDGE SIEVE



D97218840

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

ELLEN L. TURNER

Plaintiff

vs.

JON H. ENTINE

Defendant

: CASE NO. DR0500131

: FILE NO. E233969

: JUDGE SIEVE

: MAGISTRATE THEILE

: AGREED ENTRY APPOINTING
: GUARDIAN AD LITEM

By agreement of the parties, and their respective counsel, the appointment of a Guardian ad Litem for the minor child Madeleine Entine, whose date of birth is May 22, 1998, is approved and ordered pursuant to ORC 3109.04(B). The Court hereby appoints Anne B. Flottman, Esq., as the Guardian ad Litem (GAL) for the minor child. By the terms of this entry, Anne B. Flottman, Esq., accepts the appointment in this matter. Whenever reasonable, this same GAL shall be reappointed for this child in any subsequent case in any court relating to the best interest of the child.

Within seven (7) days of the filing of this Agreed Entry with the Court, Plaintiff/Mother shall deposit \$875.00 and Defendant/Father shall deposit \$875.00 with the Clerk of Courts, for a total of \$1,750.00 to be advanced against costs. Thereafter, the GAL's fees shall be divided equally between the parties unless otherwise ordered by this Court. The GAL's time shall be billed at \$300.00 per hour, and the GAL shall submit detailed monthly billing to the parties. No sooner than fifteen (15) days from the date of service of the monthly billing, the GAL shall submit an entry (DR 10.7) for the release of funds for payment for the bill sent by the GAL unless there is a motion in opposition filed by either party. The entry submitted by the GAL shall state the date on which the bill was served and the entry shall be signed by the GAL accordingly.

Failure to pay the GAL's fees as ordered herein may result in a finding of contempt of court, the limitation of evidence, the dismissal of claims for relief or other sanctions allowed by law.

In order to provide the Court with relevant information and an informed recommendation as to the child's best interest, the GAL's responsibilities pursuant to Sup R48(D) shall include:

1. Review criminal, civil, educational and administrative records pertaining to the child, and, if appropriate, to the child's family or to other parties in the case;
2. Interview school personnel, medical and mental health providers, child protective services workers, and relevant court personnel and obtain copies of relevant records;
3. Review pleadings and other relevant court documents in the case in which the GAL is appointed;
4. Perform any other investigation necessary to make an informed recommendation regarding the best interest of the child.

The GAL shall be given notice of all hearings and proceedings and shall be provided a copy of all pleadings, motions, notices and other documents filed in the case.

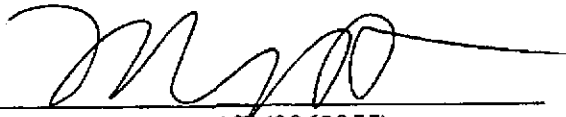
This appointment shall remain in effect until discharged by order of the court, by the court filing a final order in the case or by court rule.

SO ORDERED.

MAGISTRATE THEILE


ELLEN L. TURNER
Plaintiff/Mother

JON H. ENTINE
Defendant/Father

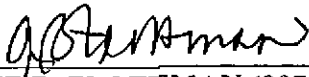


WIJDAN JREISAT (0063955)

Attorney for Plaintiff/Mother
Katz, Teller, Brant & Hild
255 East Fifth Street, Suite 2400
Cincinnati, OH 45202
(513) 721-4532
Fax: (513) 762-0021
wjreisat@katzteller.com

ROBERT J. MEYERS (0014589)

Attorney for Defendant/Father
Buechner, Haffer, Meyers & Koenig Co., LPA
105 East Fourth Street, Suite 300
Cincinnati, OH 45202
(513) 579-1500
Fax: (513) 977-4361
rmeyers@bhmklaw.com



ANNE B. FLOTTMAN (0074394)

Guardian Ad Litem
Wood & Lamping, LLP
600 Vine Street, Suite 2500
Cincinnati, Ohio 45202
(513) 852-6094
Fax: (513) 419-6494
abflottman@woodlamping.com

Failure to pay the GAL's fees as ordered herein may result in a finding of contempt of court, the limitation of evidence, the dismissal of claims for relief or other sanctions allowed by law.


In order to provide the Court with relevant information and an informed recommendation as to the child's best interest, the GAL's responsibilities pursuant to Sup R48(D) shall include:

1. Review criminal, civil, educational and administrative records pertaining to the child, and, if appropriate, to the child's family or to other parties in the case;
2. Interview school personnel, medical and mental health providers, child protective services workers, and relevant court personnel and obtain copies of relevant records;
3. Review pleadings and other relevant court documents in the case in which the GAL is appointed;
4. Perform any other investigation necessary to make an informed recommendation regarding the best interest of the child.

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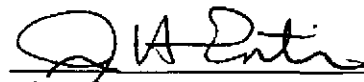
This appointment shall remain in effect until discharged by order of the court, by the court filing a final order in the case or by court rule.

SO ORDERED.



MAGISTRATE THEILE
4-13-12

ELLEN L. TURNER
Plaintiff/Mother



JON H. ENTINE
Defendant/Father

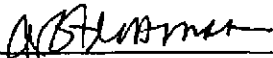
WIJDAN JREISAT (0063955)

Attorney for Plaintiff/Mother
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(513) 721-4532
Fax: (513) 762-0021
wjreisat@katzteller.com



ROBERT J. MEYERS (0014589)

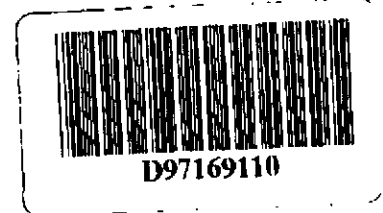
Attorney for Defendant/Father
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Cincinnati, OH 45202
(513) 579-1500
Fax: (513) 977-4361
Meyers@bhmklaw.com



ANNE/B. FLOTTMAN (0074394)

Guardian Ad Litem
Wood & Lamping, LLP
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Cincinnati, Ohio 45202
(513) 852-6094
Fax: (513) 419-6494
abflottman@woodlamping.com

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



ELLEN L. TURNER
Plaintiff / Petitioner

Case No. DR 0500131

ENTERED
APR 12 2012

File No. E233969

-vs-and-

CSEA No.

JON H. ENTINE
Defendant / Petitioner

Judge Jon H. Sieve

MAGISTRATE'S ORDER FOR CONTINUANCE

Whereas, Plaintiff/Defendant/Other both parties, has(have) requested a continuance of the hearing set for April 10, 20 12 for the following reason(s):

- conflict of trial assignment
- for the presence of a necessary witness
- failure of service
- to obtain additional information/discovery
- for the presence of a party
- other Parties are working through issues in Mediation.

Whereas, the complaint/petition/motion was filed on 11-09-2011,
and this is the first joint continuance of this matter;
Whereas, no other party/counsel objects to this continuance OR _____ objects to the continuance.

THEREFORE, IT IS HEREBY ORDERED:

This case is hereby continued to 5/15/12 at 1:30 pm for 1/2 hour(s), Court of Common Pleas, Division of Domestic Relations, 800 Broadway in Courtroom 2102 before Judge/Magistrate Theile
For (type of hearing) _____

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

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

[Signature]
Magistrate

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

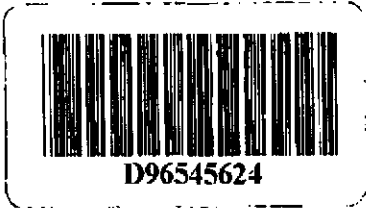
Plaintiff Ellen Turner
[Signature]
Attorney for Plaintiff
Wijdan Ireisat (0063955)

Defendant Jon H. Entine
[Signature]
Attorney for Defendant
Robert J. Meyers (0014589)

Other (CSEA / GAL)

Other (CSEA / GAL)

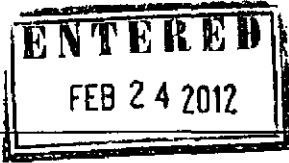
COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO



Ellen L Turner
Plaintiff / Petitioner

Case No: DR0500131

-vs/and-



File No: E233969

CSEA No: 7053135062

Jon H Entine
Defendant / Petitioner

Judge Sieve
Magistrate Theile

MAGISTRATE'S ORDER FOR CONTINUANCE

Whereas, Plaintiff/Defendant/Other has requested a continuance of the hearing set for ²⁻²³⁻¹² for the following reason(s):

- conflict of trial assignment
- failure of service
- for the presence of a necessary witness
- for the presence of a party
- to obtain additional information/discovery
- other *mediation - parenting*

Whereas, the complaint/petition/motion was filed on ¹¹⁻⁹⁻¹¹, and this is the *2nd* continuance of this matter;
Whereas, no other party/counsel objects to this continuance OR objects to the continuance.

THEREFORE, IT IS HEREBY ORDERED:

This case is hereby continued to ^{4/10/12} at ^{9:30} ^{am} pm for ^{1/2 h}, Court of Common Pleas, Division of Domestic Relations, 800 Broadway in Courtroom 2-102 before Magistrate Gregory R Theile.

For *report after mediation*

The motion for a continuance is denied.

Further Orders are as follows: *if parties cannot agree on mediation, set back a docket ASAP.*

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

Gregory R Theile
Magistrate Gregory R Theile 02/23/2012

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

Plaintiff
[Signature]
Attorney for Plaintiff

Defendant
[Signature]
Attorney for Defendant

Other (CSEA / GAL)
Other (CSEA / GAL)

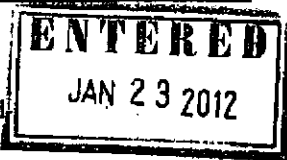
COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO



ELLEN L. TURNER

Plaintiff / Petitioner

Case No. DR0500131



File No. E233969

-vs/and-

CSEA No.

JOHN H. ENTINE

Defendant / Petitioner

Judge Sieve

MAGISTRATE'S ORDER FOR CONTINUANCE

Whereas, Plaintiff/Defendant/Other Ellen Turner has(have) requested a continuance of the hearing set for February 1, 20 12 for the following reason(s):

- conflict of trial assignment
- for the presence of a necessary witness
- to obtain additional information/discovery
- other Conflict of schedule
- failure of service
- for the presence of a party

Whereas, the complaint/petition/ motions were filed on 11/9/11 and this is the first continuance of this matter;

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

THEREFORE, IT IS HEREBY ORDERED:

This case is hereby continued to 2-23-12 at 3:00 am/pm for 1 hour(s), Court of Common Pleas, Division of Domestic Relations, 800 Broadway in Courtroom 2-102 before Judge/Magistrate Gregory R. Theile

For (type of hearing) Motion to Modify Parenting Plan & Request for Interview/Motion for Appointment of Guardian

The motion for a continuance is denied.

Further Orders are as follows: _____

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

Gregory R. Theile
Magistrate 1/18/12

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

Plaintiff
[Signature]
Attorney for Plaintiff

Defendant
[Signature]
Attorney for Defendant
authgib
1/12/12

Other (CSEA / GAL)

Other (CSEA / GAL)

40

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

ELLEN L. TURNER,

Plaintiff,

v.

JOHN H. ENTINE,

Defendant.

Case No. DR0500131

File No. E233969

PLAINTIFF'S MEMORANDUM IN
OPPOSITION TO REQUEST FOR
INTERVIEW/MOTION FOR THE
APPOINTMENT OF A GUARDIAN
AD LITEM

Judge Sieve

Magistrate Theile

TRACY WINKLER
CLERK OF COURTS
HAMILTON COUNTY, OH
2011 DEC 31
A 11:11
FILED

As set forth in her memorandum in opposition to the motion to modify the Shared Parenting Plan, that motion is not well taken and is premature. As such, these motions made ancillary to that review by the Court, should likewise be dismissed. Requiring the parties to follow their Plan's requirement to mediate these issues avoids embroiling the child and other personnel (such as a guardian ad litem) in resolving the dispute unless such involvement is necessary.

As the Court is aware, ORC 3109.04 (B) sets forth the opportunity to interview the child for purposes of determining the proper allocation of time or rights under the plan. As set forth in response to the motion to modify, neither is at issue here. Moreover, in accordance with the statute, certain issues are to be determined by the Court in any interview of a child. Those preliminary determinations include "whether, because of special circumstances, it would not be in the best interest of the child to determine the child's wishes and concerns with respect to the allocation" or if "it would be in the best interests of the child to determine the child's wishes and concerns with respect to the allocation". Plaintiff submits that placing the child in the midst in this



fashion is not in the best interest of the child.

Plaintiff reserves her right to otherwise respond to these motions pending the determination of the Court as to whether to proceed to consider the underlying motion to modify the Plan.

Respectfully submitted,



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

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served via regular United States mail this 30th day of December, 2011 upon Robert J. Meyers, Buechner, Haffer, Meyers & Koenig Co., LPA, 105 E. Fourth Street, Suite 300, Cincinnati, Ohio 45202-4015.



Wijdan Jreisat

KTBH: 4811-5557-0190, v. 1

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



D95881497

ELLEN L. TURNER, : Case No. DR0500131
Plaintiff, : File No. E233969
v. : MEMORANDUM IN OPPOSITION
: TO MOTION TO MODIFY
: SHARED PARENTING PLAN
:
: MOTION TO REFER TO
: MEDIATION
:
: Judge Sieve
: Magistrate Theile

Defendant has filed a motion purporting to seek modification of the Shared Parenting Plan. The motion does not seek to change the parenting time of the terms of the plan. Instead, Defendant is seeking to vest the decision making authority as to the allocation of parenting time to the couple's 13 year old daughter. O.R.C. 3109.04(E)(2)(b) provides that "The court may modify the terms of the plan for shared parenting . . . upon the request of one or both of the parents under the decree. . . . The court shall not make any modification to the plan under this division, unless the modification is in the best interest of the children." Aside from the fact that this is neither an appropriate request of the Court nor a request that is in the best interest of the child, it is procedurally inappropriate.

As Defendant acknowledges by his reference that the parties have attempted to mediate the issue, the dispute he is seeking to bring to the Court's attention requires mediation prior to the filing of a motion. The Plan specifically requires that "all matters in dispute except matters of spousal or child support shall first be submitted to mediation". Despite Defendant's claim, the parties have not addressed this issue in

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MAY 30 11:12
TRACY WINKLER
CLERK OF COURTS
HAMILTON COUNTY, OH

mediation. Rather, in sessions conducted this summer, the parties reviewed and addressed various issues as to their daughter's college fund, health and dental insurance and issues as to the reconciliation of expenses.

The issue raised by Defendant in his motion was not raised or addressed in that mediation. As such, Plaintiff requests that the motion be dismissed and moves that Defendant be directed to follow the requirements of the Plan to bring the matter to mediation before involving the parties in litigation.

Respectfully submitted,



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

NOTICE OF HEARING

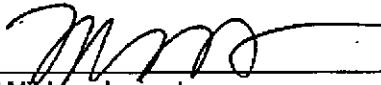
You are hereby advised that a hearing has been set on the above Motion for the 1st day of February, 2012 at 9:00 a.m. before Magistrate Theile in the Domestic Relations Court, 800 Broadway, Cincinnati, Ohio 45202.



Wijdan Jreisat

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served via regular United States mail this 30th day of December, 2011 upon Robert J. Meyers, Buechner, Haffer, Meyers & Koenig Co., LPA, 105 E. Fourth Street, Suite 300, Cincinnati, Ohio 45202-4015.



Wijdan Jreisat

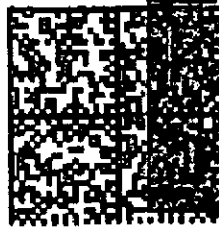
KTBH: 4839-0657-4862, v. 1

TRACY WINKLER
1000 MAIN STREET ROOM 315
CINCINNATI OH 45202
DOMESTIC RELATIONS

CERTIFIED MAIL



7194 5168 6310 0593 2154



usps

049J82053377

\$04.440

11/22/2011

Mailed From 45202

US POSTAGE

11/22/2011 ORDER
DR0500131 P 1 WAV
ELLEN L TURNER
655 EDEN PARK DR
CINCINNATI OH 45202

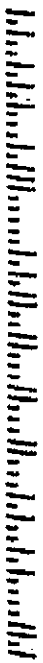


**INSUFFICIENT
ADDRESS**



D95477498

4520236000 0032



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



ELLEN L. TURNER

Plaintiff

ENTERED
NOV 28 2011

CASE NO. DR0500131
FILE NO. E233969

Judge Sieve
Magistrate Theile

v.

JON H. ENTINE

Defendant.

MAGISTRATE'S ORDER FOR CONTINUANCE

WHEREAS, the Defendant's counsel has requested a continuance of the hearing set for December 21, 2011 because Defendant is unable to be available for the Court appearance due to a previously scheduled vacation.

WHEREAS, there is no objection by any party or counsel to the continuance.

THEREFORE, IT IS HEREBY ORDERED:

✓ This case is hereby continued to 2/1/12 at 9:00 am/pm for 1/2 hour(s), Court of Common Pleas, Division of Domestic Relations, 800 Broadway in Courtroom 2-102 before Magistrate Theile for the hearing on Plaintiff's Motion to Modify Shared Parenting.

_____ The motion for a continuance is denied.

Further Orders are as follows:

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

Magistrate 11-18-11

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

Plaintiff

Defendant

Attorney for Plaintiff
175716

Robert J. Meyers (0014589)
Attorney for Defendant

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

Ellen L Turner

Case No. DR0500131

-vs/and-

File No. E233969

Jon H Entine

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

THE COURT REQUESTS:

CERTIFIED MAIL SERVICE

REGULAR MAIL SERVICE

PERSONAL SERVICE

RESIDENCE SERVICE

PROCESS SERVICE

FOREIGN SHERIFF

2011 NOV 28 P 12: 57
FILED XX

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

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

Ellen L Turner 6720 CAMARIDGE LN CINCINNATI OH 45243-0000



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

Ellen L. Turner

CASE NO. DR0500131

-vs-

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

Jon H. Entine

Magistrate's Order for Continuance

PLAINTIFF / DEFENDANT REQUESTS:

CERTIFIED MAIL SERVICE

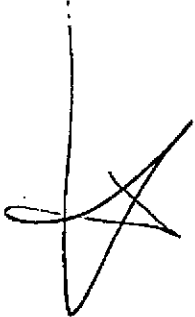
PERSONAL SERVICE

PROCESS SERVICE

REGULAR MAIL SERVICE

RESIDENCE SERVICE

FOREIGN SHERIFF



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

FILED
2011 NOV 21 AM 10:15

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

Ellen L. Turner

655 Eden Park Drive

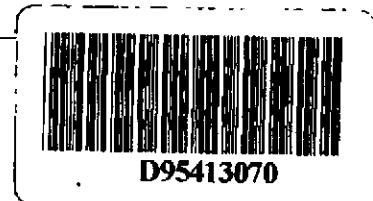
Cincinnati OH 45202

Robert J. Meyers
ATTORNEY

105 E. 4th St., #300 Cinti OH
ADDRESS

(513) 579-1500
PHONE NUMBER

0014589
ATTORNEY NUMBER

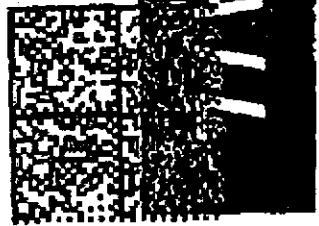


TRACY WINKLER
1000 MAIN STREET ROOM 315
CINCINNATI OH 45202
DOMESTIC RELATIONS

CERTIFIED MAIL



7194 5168 6310 0591 6239



Neopost

049J82053402

\$04.590

11/10/2011

Mailed From 45202
US POSTAGE

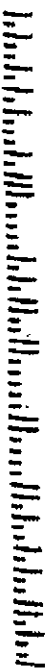
RECEIVED
11/10/2011 MOTION
DR0500131 P 1 WAV
EMEN L TURNER
GREEN PARK DR
CINCINNATI OH 45202

Long & R
Here



D95376014

4520286091 0042



PRE-DECREE POST-DECREE

Cng. of Cust.
 Vis. Enforce/Mgd.
 Sup. Enforce/Mgd.

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

ELLEN L. TURNER

Plaintiff,

v.

JON H. ENTINE

Defendant.

CASE NO. DR0500131

FILE NO. E233969

JUDGE SIEVE
MAGISTRATE THEILE

REQUEST FOR INTERVIEW/MOTION
FOR THE APPOINTMENT OF A
GUARDIAN AD LITEM

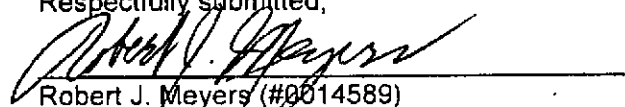
FILED
2011 NOV - 9 AM 11:28

Comes now, Defendant, Jon H. Entine, by and through counsel, and represents to the Court that issues are pending regarding the modification of the parties' Final Decree of Shared Parenting concerning the parenting time allocation concerning the parties' minor child, Madeline Entine.

Pursuant to O.R.C. §3109.04 (B)(1), request is made that the Court interview the parties' minor child, Madeline Entine, in chambers regarding her wishes and concerns with respect to the parenting time allocation.

Pursuant to O.R.C. §3109.04(B)(2)(a), request is made for the appointment of a guardian ad litem for the minor child, Madeline Entine.

Respectfully submitted,



Robert J. Meyers (#0014589)
Trial Attorney for Defendant
BUECHNER HAFFER MEYERS
& KOENIG CO., L.P.A.
105 E. Fourth Street, Suite 300
Cincinnati, Ohio 45202
Telephone: (513) 579-1500
Facsimile: (513) 977-4361
rmeyers@bhmklaw.com

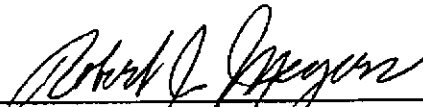
BUECHNER HAFFER
MEYERS & KOENIG
CO., L.P.A.
Suite 300
105 East Fourth Street
Cincinnati, Ohio 45202
(513) 579-1500



D95290650

NOTICE OF HEARING

Please take notice that the foregoing Request for Interview/Motion for the Appointment of a Guardian Ad Litem will be heard on the 21st day of December, 2011, at 10:00 a.m./p.m. before Mary Theile, Hamilton County Domestic Relations Court, 800 Broadway, Room _____, Cincinnati, Ohio 45202.

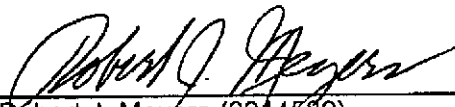


Robert J. Meyers (0014589)
Attorney for Defendant

REQUEST FOR SERVICE

TO THE CLERK:

Please cause a copy of the foregoing Request for Interview/Motion for the Appointment of a Guardian Ad Litem to be served upon Ellen L. Turner, 644 Eden Park Drive, Cincinnati, Ohio 45202 by CERTIFIED MAIL, RETURN RECEIPT REQUESTED.



Robert J. Meyers (0014589)
Attorney for Defendant

175383

SECURITY FOR COSTS IN THE SUM OF \$ 75⁰⁰
DEPOSITED BY 14589

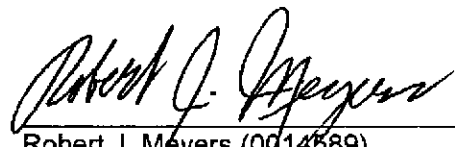
() PRE-DECREE () FINAL DECREE

() Chg. of Child
() Vis. Enforce/Mod.
() Sup. Enforce/Mod.
() Other

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

ELLEN L. TURNER : CASE NO. DR0500131
Plaintiff, : FILE NO. E233969
v. : Judge Sieve
JON H. ENTINE : MOTION TO MODIFY SHARED
Defendant. : PARENTING PLAN

Pursuant to R.C. § 3109.04, Defendant Jon H. Entine ("Father"), by and through counsel, moves the Court to modify the parties' Final Decree of Shared Parenting which was entered by this Court on November 13, 2006, regarding the parenting time allocation for the parties' minor child, namely: Madeline Entine ("Maddie"), born May 22, 1998. This Motion is supported by the following Memorandum.



Robert J. Meyers (0014589)
Attorney for Defendant, Jon H. Entine
BUECHNER HAFFER
MEYERS & KOENIG CO., L.P.A.
105 E. Fourth Street, Suite 300
Cincinnati, Ohio 45202-4015
(513) 579-1500/FAX (513)977-4361
rmeyers@bhmklaw.com

FILED
2011 NOV -9 A 11:20

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



MEMORANDUM

I. INTRODUCTION

The Final Decree of Shared Parenting was entered by the Court on November 13, 2006 ("Plan"). It sets forth, among other things, the physical living arrangements for the parties' minor child, Maddie. Since the approval of the Plan, the parties' have adhered to the schedule of parenting time that is outlined in Article I (B) of the Plan.

Maddie turned 13 years of age on May 22nd and has expressed a desire to have the flexibility and discretion to modify her routine parenting time with each parent based upon activities or events that she may wish to participate in at each parent's residence or based on simply having the flexibility to modify it because it works better for her. Father agrees with Maddie's desire to allow Maddie the discretion to modify the time with each parent. Maddie is old enough to make decisions to adjust her schedule. Under the current arrangement, Maddie has no flexibility in her scheduled routine time with each parent to participate in activities or events that she desires, or to switch overnight time or to simply visit the other parent's house for a few hours at her discretion. Father's intent is that the current schedule of parenting time outlined in the Plan remain essentially unchanged but be modified to allow Maddie the discretion to choose to modify her routine time with each parent as desired. However, if a parent loses routine overnight parenting time due to Maddie's adjustment of her schedule, that overnight time will be made up by switching routine overnight parenting time with the other parent, with Maddie deciding how and when to do so.

Therefore, Father requests that the Plan be modified to provide that for routine parenting time Maddie shall have the discretion to modify her routine time with each parent as needed based upon her own discretion as to when to do so. Father further requests that the Plan be modified so that in the event that Maddie modifies the routine overnight parenting schedule, Maddie will make up the routine overnight parenting time with the

parent who loses routine overnight parenting time by scheduling time with that parent when it best works for Maddie.

The holiday and extended time provisions of the Plan should remain unchanged. The Shared Parenting Plan would otherwise remain unmodified. The parties have attempted to resolve this matter through mediation but have been unsuccessful.


II. LAW AND ARGUMENT

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

Here, a modification of the Plan is necessary based upon the best interest of the child. Specifically, Maddie, at 13 years of age, desires to have the discretion to choose to modify her routine time with each parent as needed based upon activities, events, or generally so as to provide her flexibility with her schedule. Other than the modifications as to routine parenting time as stated above, Father requests that the Plan remain the same.

III. CONCLUSION


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


Robert J. Meyers/(00/4589)
Attorney for Defendant, Jon Entine
BUECHNER HAFFER
MEYERS & KOENIG CO., L.P.A.
105 E. Fourth Street, Suite 300
Cincinnati, Ohio 45202-4015
(513) 579-1500/FAX (513)977-4361
rmeyers@bhmklaw.com

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

NOTICE OF HEARING


Please take notice that this Motion will be heard on the ____ day of _____, 2011 at _____ A.M./P.M., before Magistrate Thiele, of the Hamilton County Domestic Relations Court, 880 Broadway, Cincinnati, Ohio.


Robert J. Meyers (0014589)
Attorney for Defendant

REQUEST FOR SERVICE

TO THE CLERK:

Please cause a copy of the foregoing Motion to Modify Shared Parenting Plan to be served upon Ellen L. Turner, 644 Eden Park Drive, Cincinnati, Ohio 45202 by CERTIFIED MAIL, RETURN RECEIPT REQUESTED.


Robert J. Meyers (0014589)
Attorney for Defendant

175315

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

Ellen L. Turner

CASE NO. DR0500131

-vs-

WRITTEN REQUEST FOR SERVICE
(TYPE OF PAPERS BEING SERVED)

Jon H. Entine

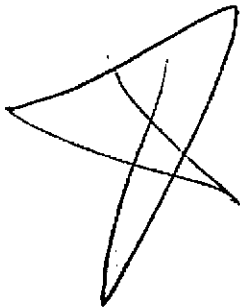
Motion to Modify

PLAINTIFF / DEFENDANT REQUESTS:

CERTIFIED MAIL SERVICE

PERSONAL SERVICE _____

PROCESS SERVICE _____



REGULAR MAIL SERVICE _____

RESIDENCE SERVICE _____

FOREIGN SHERIFF _____

FILED
2011 NOV -9 A 11:20

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

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

Ellen L. Turner

644 Eden Park Drive

Cincinnati OH 45202

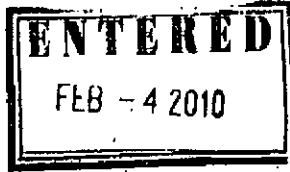


Robert J. Meyers
ATTORNEY

105 E. 4th St., #300 Cinti OH
ADDRESS

(513) 579-1500
PHONE NUMBER

0014589
ATTORNEY NUMBER



Panioto

Judge Panioto

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

: AGREED ENTRY

Defendant.

:



D86912396

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

Plaintiff, Ellen L. Turner (hereinafter "Mother"), shall travel with the minor child, Madeleine Entine (hereinafter "Maddie"), d.o.b. May 22, 1998, from March 22-March 26, 2010 to the Atlantis Resort in the Bahamas free from any interference by Defendant, Jon H. Entine (hereinafter "Father"). Father shall cooperate in signing any and all forms required to indicate his consent to said international travel. Mother currently has Maddie's passport for this scheduled trip.

Father shall travel with the minor child, Maddie from June 16-July 4, 2010 to Israel and Jordan free from any interference by Mother. Mother shall cooperate in signing any and all forms required to indicate her consent to said international travel. Mother shall give Maddie's passport to Father by April 15, 2010.

If either parent fails to adhere to the terms of this Agreed Entry, the dispute will be submitted to the Magistrate for determination, including whether or not the Court will hear any disputes related to this Agreed Entry on an emergency basis.

All other Motions currently pending in this Court are hereby dismissed with prejudice.

IT IS SO AGREED AND ORDERED THIS 29 day of JANUARY, 2010.

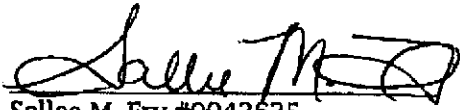
Ellen Turner

Ellen L. Turner, Plaintiff

J. H. Entine

Jon Entine, Defendant

*with full
authorization*



Sallee M. Fry #0042625
Attorney for Plaintiff
2345 Ashland Avenue
Cincinnati, Ohio 45206
Telephone No.: 513-421-6000
Fax No.: 513-763-3522
postmaster@salleeatlaw.com



Robert J. Meyers #0014589
Attorney for Defendant
BUECHNER HAFFER MEYERS
& KOENIG CO., LPA
105 E. Fourth Street, Suite 300
Cincinnati, Ohio 45202
Telephone No.: 513-579-1500
Fax No.: 513-977-4361
rmeyers@bhmklaw.com

Gregory R. Thiel
Magistrate 2-3-10

County Writ
Hamilton County Sheriff's Department



Tuesday, January 26, 2010

Case No.	Date Received	Type of Paper	Return Date
DR0500131	1/21/2010	MOTION	01/25/2010

Service On
ELLEN TURNER

Address
644 EDEN PARK DR

County State
Hamilton Ohio

Case Caption
ENTINE VS TURNER



Date Served	Time	Deputy	Type of Service	Person Served
1/25/2010	16:00	Frey	X-Service Unabled	

Sheriff Fees	Mileage	Date Paid	Check No.	TOTAL
\$6.00	\$9.00			\$15.00

OFFICER'S

LEFT NOTICE 1/25/10
TRIED TO SERVE ELLEN TURNER @ 644 EDEN PARK DR THE RECEPTIONIST ADVISED MS. TURNER BY PHONE THAT I WAS THERE TO SEE HER SHE STATED SHE WAS IN A MEETING. I ADVISED THE RECEPTIONIST THAT I NEEDED TO SEE MS TURNER PERSONALLY THE RECEPTIONIST WALKED AWAY THEN CAME BACK IN A FEW MINUTES AND STATED MS. TURNER WOULD BE RIGHT OUT AFTER WAITING 10 TO 15 MINUTES MS. TURNER NEVER APPEARED
A NOTICE WAS LEFT FOR MS TURNER

PATRICIA L. CLANCY
CLERK OF COURTS
HAMILTON COUNTY, OH

2010 JAN 26 P 11:58

FILED

SIMON L. LEIS, JR.
SHERIFF, HAMILTON COUNTY OHIO
By *Lisa A. Pangallo*
Lisa A. Pangallo Deputy

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

JON ENTINE

Plaintiff / Petitioner

Date: 1/26/10

-vs/and-

Case No. DRO500131

File No. E-233969

ELLEN TURNER

Defendant / Petitioner

SERVICE AND NOTICE OF HEARING

CERTIFICATE OF SERVICE

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

Name SALLEE FRY
Address 2345 ASHLAND AVE.
City CINCINNATI, State OH, Zip Code 45206
On this date: 1/20/10

FILED
2010 JAN 26 10:11

PATRICIA M. CLANCY
CLERK OF COURTS
HAMILTON COUNTY, OH

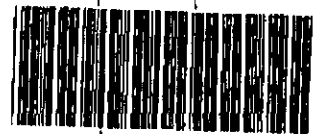
NOTICE OF HEARING

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

_____ at (time) _____ before

Judge / Magistrate _____ in

Room _____. Said hearing will take place at 800 Broadway, Cincinnati, Ohio.



D86768357

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

Jon ENTINE

CASE NO. DR 0500131

-vs-

ELLEN TURNER

WRITTEN REQUEST FOR SERVICE
(TYPE OF PAPERS BEING SERVED)

Supplemental Motion

PLAINTIFF / DEFENDANT REQUESTS:

CERTIFIED MAIL SERVICE _____

PERSONAL SERVICE X _____

PROCESS SERVICE _____

REGULAR MAIL SERVICE _____

RESIDENCE SERVICE _____

FOREIGN SHERIFF _____



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

FILED

2006 JUN 20 P 2:26

PATRICIA M. CLANCY
CLERK OF COURTS
HAMILTON COUNTY, OH

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

ELLEN TURNER

BRANDIMAGE-DESIGNS

644 EDEN PARK DR.

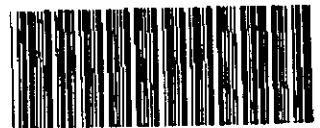
CINCINNATI, OH 45202

[Signature]
SIGNATURE

PHONE NUMBER

ADDRESS

ATTORNEY NUMBER



24
COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO



D86690688

JON ENTINE

CASE NO. DR0500131

Plaintiff,

Judge Panioto
Magistrate Thiele

v.

ELLEN TURNER

**SUPPLEMENTAL MOTION
TO PRIOR MOTION:
MEMORANDUM IN
OPPOSITION FOR
ATTORNEYS FEES**

Defendant.

FILED
2009 11 26 P 2 23

PATRICIA M. CLANCY
CLERK OF COURTS
HAMILTON COUNTY, OH

Now come Father and herby submit the within Supplemental Motion to Prior Motion filed September 11, 2009.

SUPPLEMENTAL MOTION TO PRIOR MOTION

What was not made clear in the prior motions for contempt or in the previous hearing is how the Plaintiff (Father) has worked diligently to resolve these issues only to be rebuffed or provided with misleading information by the Defendant (Mother). Mother, through her counsel, has acknowledged circumventing the Shared Parenting Plan by seeking "extra judicial relief." If the court allows this pattern of circumvention to continue, and permits either parent to act as judge and jury on his/her own case, like pulling on a thread in a tightly woven fabric, the entire SPP is in danger of unraveling. It's a slippery slope, and it invites further recklessness by the Defendant.

Supplemental information on Motion 1 and 2

Counsel for Mother confesses that Mother sought "extra judicial relief," but justifies this as done so as not to waste the court's time. It's a noble sentiment but irrelevant; Mother's actions violated both the SPP and the spousal payment clause of the Separation Agreement.

The Court is hearing this case because there is no other forum for resolution laid out in the SPP after Mediation fails. Mother through Counsel claims that the amounts are “nominal” as if to suggest that there are disputes with a modest dollar value should not be resolved but should be abandoned so as “not to waste the Court’s valuable time.”

Whether \$300-\$500 is “nominal” is debatable but it is legally irrelevant. If the Mother really believes the issues are “nominal,” at any point Mother could have accepted any one of Father’s 17 different entreaties since June 2009—including after the filings and a week before the first court date—to avoid court by discussing, negotiating, meeting in person, or submitting the issues at hand to an arbitrator. Mother refused each and every entreaty. Instead, Mother hired a lawyer to contest this “nominal” dispute at a cost of thousands of dollars—and is now trying to abuse the Court’s credulity by asking it to award her costs for own audacity and confessed “mistakes.” The legal and financial burden of adjudicating this case falls totally and squarely on the shoulders of the Mother, who has already confessed to violating the SPP.

Supplemental information on Motion 3: Maddie’s medical insurance reimbursements

The central facts are uncontested:

- Maddie saw Dr. Fliman 12 times between August 2008 and June 30, 2009.
- Father and Mother each take Maddie separately, and Dr. Fliman bills each parent separately and submits each bill to Maddie’s insurance carrier,
- The parent overseeing Maddie’s insurance (Father from 2006-2008 and Mother since August 2008) is responsible for arranging that Dr. Fliman gets reimbursed for covered visits so the parents bills are not inflated.
- Mother never made that arrangement with Anthem, so Dr. Fliman sent out bills that did not reflect a reimbursement, as those reimbursement checks were sent directly to Mother.
- Mother did not disclose this arrangement to Dr. Fliman or Father, but just pocketed the reimbursement checks, including the 6 visits that Father oversaw.
- Father discovered this in August 2009 and alerted Mother to the discrepancy.
- She claimed it was a “mistake” and adjusted her summary statement but only for 4 of the 6 reimbursements that she pocketed.

Here's the background:

Mother began coverage under Anthem in August 2008 and assumed from Father (who had fronted Maddie's medical and insurance costs for the previous two years) the responsibility to oversee Maddie's insurance coverage including her psychological care. From September 2008 through June 30, 2009, Mother received 12 reimbursements by Mother's insurance carrier for Maddie's sessions, collecting a partial reimbursement of for each visit of \$61.69 for 9 visits and \$61,69 for 3 visits. (exhibit B1).

During that period, Mother received reimbursements for 6 from visits overseen by Maddie's Father: 2 during 2008 totaling \$123.38 and four more in 2009 totaling \$246.76. By prior agreement with Dr. Fliman, each of those 6 reimbursement checks should have gone to Dr. Fliman, who would have reduced the bills sent to Father, or they should have gone directly to Father. Dr. Fliman maintains she never received any insurance reimbursements (exhibit B2) from Anthem during the period in question—every reimbursement went directly to Mother, circumventing Dr. Fliman and Father.

According to Anthem, Mother received regular statements from Anthem further documenting these reimbursements but did Mother still did not disclose the reimbursements to Father or to Dr. Fliman. On privacy grounds, Anthem has turned down various requests from Father to be supplied (a) summary statement of Maddie's medical statements; and (b) individual statements since Fall 2008 showing reimbursements for Maddie's counseling. These statements are sent regularly to Mother. Invoking SPP Article IV,D, "Each parent shall have access to all health records of the child."; and Article VI,B: "The parties shall exchange all information regarding said medical coverage," Father requested numerous times in June and July that Mother secure these forms numerous times so as to quickly resolve outstanding issues; on July 26, he wrote: ""If I have it wrong, please send along more complete documents." (exhibit B3)

As background, in mid-January, 2009, Mother and Father met to reconcile expenses for 2008. By that time, Mother had received from Anthem two statements and reimbursements for two visits in which Father had overseen Maddie's counseling. Based on Mother's email on January 16, 2009, confirming what expenses were paid by each

side, Mother concealed from Father that she had been paid and pocketed \$123.38 that should have gone to Father. (exhibit B4)

On August 20, at 11:05 AM, in yet another attempt to resolve all outstanding issue, Father begged Mother via email to meet “to resolve all remaining expense issues, medical and activity related, that remain unresolved” (exhibit B5a). The same day, at 11:23, Mother responded in her typical hostile manner, rejecting a meter. She also wrote: “I am not required by the SPP to get annual medical details and printouts from the insurance company – I already gave your proof of Maddie’s expenses” (exhibit B5b). Mother’s assertion is clearly wrong, because Articles IV,D and IV,B put Mother on notice that Father has the legal right to access all and every Maddie-related medical document. When Father had oversight, he took the initiative and supplied Mother with a full print out. Mother has consistently violated those two provisions, and continues to do so today.

Mother grudgingly turned over the yearlong printout later that day on August 20 but she refused to supply the monthly statements as requested or the statements showing the reimbursements. Father continued to request those documents, as recently as January 19, 2009, but has not received them (exhibit B6). Upon reviewing those documents startled to find what he had long suspected (which he was he had pressed for these documents, long denied): Mother had been pocketing partial reimbursements for Maddie’s counseling sessions and had not disclosed it! She had these sheets in hand, and still did not disclose it!

So, within minutes of being given this document, Father alerted Mother of her “mistake” and submitted to her a complete revised summary of “Ellen-Jon Half-Year Expense through June 30, 2009.” It explicitly pointed out the 6 pocketed reimbursements, nothing: “You were partially reimbursed for 6 of Maddie’s visits (paid by me in full) with to Dr Fliman. I was never informed about this...I paid \$140 for each visit. That total comes to \$370,14” (exhibit B7)

By August 20, 2009, there was no way to know whether Mother had been merely negligent since July 2008 when she misrepresented to Father and Dr. Fliman that Maddie was not covered for psychological care under Anthem’s policy or whether she knew Maddie was covered and fraudulently did not disclose this fact. Nonetheless, she knew by

no later than August 20: she had the printout from Anthem that Father had been requesting for months. Yet, Mother did not respond to Father's emails pointing out that Mother had pocketed more than \$360 of Father's money. Receiving no response, on August 25, Father sent Mother another email seeking to "forthrightly resolve the outstanding medical expenses, as those appear more straightforward than the activities issues. (exhibit B8)

Three days later, on August 28, 2009, Mother issued a revised summary of expenses (her 3rd) in which she adjusted for not paying Father the 4 payments during 2009 (Mother's exhibit 1) but she continued to stiff Father for the two 2008 reimbursements that she previously had pocketed. On September 1st, when Mother unilaterally subtracted money from Father's spousal payments, Mother did not credit Father for the two payments Mother pocketed in 2008. (Mother's exhibit 1)

Considering this one issue alone, with Mother clearly owing \$123.38, Father had no choice but to file his motions for contempt on September 11, 2009.

Mother, through her lawyer, now tries to defend Mother's year long stiffing of Father by writing: "As soon as Plaintiff discovered her mistake, she rectified it and created a new reconciliation." That's false, clearly. Whether the original action was a "mistake" or worse remains unclear. We know as a fact that Mother did not begin to even partially address this "mistake" until August 28, 2009, when Mother finally amended her reconciliation. But she only partially addressed the "mistake. As it turns out, that reconciliation was itself wrong and deceptive. Mother did not reimburse Father for the two payments from 2008 totaling \$123.38. Then Mother took "extra judicial" action and unilaterally reduced Father's spousal support—incorrectly the facts show. That's deceitful. It's misrepresentation. More to the point, it's a clear violation of the SPP.

Supplemental information on Motion 3: Non-payment of \$15

There is no dispute of the central facts—they are uncontested by Mother or her counsel.

- On July 1st, Father submitted bills and a summary statement documenting that he had paid \$30 for Maddie's medical bills, with the Mother's share coming to \$15.
- Mother did not act on that information.
- Father subsequently sent five separate notes and/or summaries to Mother, which included details about this shortfall.

- With no response, Father filed his contempt motion on September 11 again referencing this non-payment.
- Mother did not attempt to correct the record, but instead took “extra judicial” steps, acting as magistrate, ignoring the evidence of the owed \$15, and subtracted an inflated total from Father’s scheduled spousal support.
- It took a contempt filing and 140 days before Mother acknowledged her “mistake” and finally sent a check for \$15 to Father on November 20 (exhibit B9), almost five months after Father submitted the correct reconciliation—along with the receipts—to Mother—a full 70 days after the contempt motion was filed.

As Mother’s lawyer now acknowledges, Mother’s exhibit 1, dated August 28th, was erroneous. If it was an innocent “mistake” as her lawyer says in trying to explain this clear violation of the SPP, it should have been addressed as soon as it was identified. Waiting 140 days is an act of negligence and fraud.

Now Mother through her lawyer files for court costs? On this one issue alone, Defendant’s motion for court costs should be set aside. The size of the “mistake”—which Mother did not correct even after having it pointed out seven separate times, and after bills/documents were supplied to her, and after contempt charges were filed—is irrelevant in the eyes of the law. You can’t be one tenth or one half or three quarters pregnant. You either violated the SPP or not; Mother did. Mistakes are violations. The Court faces a slide down a slippery slope if it grants exemption to breaking the SPP based on boo-hoo claims of mistakes are pleas that the dollar figures are nominal.

Supplemental information on Motion 3: Blood Test

The central fact is uncontested:

- Mother did not submit (or provides no evidence that she submitted, and it doesn’t show up on the Anthem printout), daughter’s allergy blood test.

Counsel for Mother offers an excuse for the Mother not fulfilling the most basic request: that medical costs are to be submitted to insurance for maximum coverage to hold down joint costs. Instead, Counsel writes, bizarrely: “There is no provision in the Plan requiring Plaintiff to jump through these hoops and provide such evidence.”

Mother's lawyer is wrong by common sense as well as by law. Article VI,B. states: "The parties shall exchange all information regarding said medical coverage." And additionally, "The parties shall equally share all uncovered medical, dental and medical health costs..." And additionally in Article IV.D., "Each parent shall have access to all health records of the child."

Mother violated all three clauses in the SPP. Maddie needed a blood test for her allergies. It was never clear whether the doctor who gave the test or the procedure itself is reimbursed or at what level. On August 20, Father sent Mother an email asking yet again that Mother submit the bill, writing: "It appears that you never submitted the bill for the 6/1 blood test ordered by Dr. Schainhost. Although it may not have been covered by insurance, it should have been submitted, and recorded on her records, as it counts against the out-of-pocket limit. So when you get that document submitted and processed, we could adjust the total as needed." (exhibit 10)

That is an utterly sensible and reasonable request. Mother refused and refuses to submit it to insurance because, as her Counsel asserts, submitting claims to insurance is like "jumping through hoops." Because of Mother's negligence or laziness or stubbornness, it is now impossible for Father to "equally share all uncovered" medical expenses because Mother refuses to submit the bill so it's not clear if this expense was covered or not. Father asked for a copy of the records to find out if Mother submitted this bill and has summarily stonewalled, denying him "access to all health records." It's clear that Mother did not "exchange all information regarding said medical coverage."

Consider what could happen if the Court does not find Mother in contempt and Mother gets away with her handling of this. The door would be opened for whichever party was holding insurance for Maddie to withhold bills and justify not submitting those bills. If that standard prevails, neither parent would ever be required to submit anything to insurance. We would have chaos. Furthermore, nothing would stop that person from then subsequently (after expenses for the prior year were resolved) from submitting those bills to insurance and collecting a partial reimbursement.

The wording of the SPP, the intentions of the SPP, basic fairness, and common sense make a mockery of Mother's assertion that the parent holding insurance is under no obligation to submit claims to the insurance company and to provide the other parent with

all documents related to Maddie's medical record, including her claims history. There are violations of multiple clauses of the SPP deserving of a contempt ruling.

Supplemental information on Motion 4: Article XX

In trying to defend Mother against contempt charges for breaking Article XX by including expenses after the June 30th in her "extra-judicial" attempt settle outstanding expenses, Mother's lawyer writes: "Defendant also complains that Plaintiff should not be permitted to include expenses incurred after June 30, 2009 and she has to wait a year for reimbursement/reconciliation. The Plan does not explicitly state this..."

Counsel and Mother are wrong. The SPP is explicit: "Within the last week of June of each year or upon any other date that is mutually agreed upon...." is the operative phrase. It goes on to say: "The parties shall have until the July 10th (unless other date is mutually agreed upon) to contest expenses."

There is no wiggle room here. Any and all expenses that either party has incurred after June 30 of each year fall under the following year's reconciliation schedule. Unless the Court wants the SPP in general and the expense reconciliation agreement in particular to unravel in total chaos, this clear and unequivocal schedule must be upheld and the Mother found in contempt.

Mother also tries to pull a "woe is me" argument, saying that "Defendant's interpretation would be "patently unfair." She trots out the possibility of Mother paying for \$2500 for dental care in advance. This argument is a dodge. You don't base decisions on what may or may not happen in the future; the wording of the SPP is not up for modification. As Mother knows, when the shoe was on the other foot—during 2006, 2007 and as recently as summer 2008, Father paid for all medical expenses up front and paid Maddie's medical insurance—Mother stuck slavishly to the once-a-year schedule and paid nothing. Father implored her to share in the expenses, arguing as Mother does now, that the situation was "patently unfair." Mother didn't even respond and would not pay a penny of her share until the last day possible. In 2007, when the end of that year came—then she violated the SPP and refused to pay owed bills, claiming prior grievances, which is not allowed under the SPP. Father had to seek judicial relief, and on February 28, the Magistrate ruled that Mother owed Father a year of back expenses and insurance premiums (the court reduced Mother's payment by what Father had previously

owed to Mother on other issues...Father had refused to pay some money owed because Mother had been seeking interest charges, which the Court denied her).

Mother's claims are particularly disingenuous considering the history of this clause. Father has always thought the once-a-year payment schedule was unfair, partly because the burden had traditionally fallen on him. When the initial SPP was drawn up, he suggested settling on a case-by-case basis. Mother refused. He then suggested a quarterly basis. Mother refused. He then suggested a semi-annual basis; Mother refused. Considering how onerous this had been for the Father, and how unfair it could be to both parties, Father insisted that the SPP that was drafted during 2008 incorporate more frequent reconciliations. Father proposed a quarterly reconciliation. Mother refused. The first five drafts of David Pecks' SPP included a semi-annual clause. At Mother's insistence—Mother at that point was still unemployed going on three years so Father was covering insurance—it was removed and replaced at Mother's insistence with the one year schedule.

So, here we are. Considering the Mother's role in writing and maintaining the one year clause, to now have the Mother claim that it is "patently unfair" to have to follow it is contemptuous of the court and deserves a finding of contempt.

Supplemental information on Motion 4: New Glasses

The Shared Parenting Plan, Article VI.D., states that "all major decisions regarding the child's medical, dental, orthodontic, optical...or physical care, attention or treatment shall be mutually discussed and agreed upon." Mother writes in her October 22 filing that "Father never received any indication AHEAD OF TIME that Mother objected to the purchase of new glasses with the new prescription. Mother objected to the inclusion of new frames. Mother objected to the inclusion of new frames AFTER they were ordered." [capitalization in original]. Mother's representations are false. Father had objected to the purchase before hand and Mother had agreed to not proceed without Father's consent, and the proceeded anyway.

For context, Madeleine had lost her new glasses—then three months old—on Halloween, 2008. Although both parents are responsible for buying Maddie's glasses, because daughter was with the Father when she lost them paid for new glasses in total. They arrived in mid-November. Seven months later, after Mother and Maddie had

spotted in the optical store during July, Mother announced she wanted to buy Madeleine new glasses designed by Vera Bradley, who is Madeleine's favorite designer—she has pocketbooks and other designed fashion products at both houses.

Father thought Mother was being wasteful and indulgent—children do not need new frames every 7 months to fit the fashion of the moment. On July 26, Father sent Mother an email (exhibit B11) stating that he would not pay for new glass frames: “I don't support her getting new frames, just new lenses (if she needs them) on the current frames. If you want to buy her new frames, your on your own.”

On July 31, Mother wrote an email to Father (exhibit B12,p2) agreeing with the Father's position: “She needs an eye exam and check-up—and may need new lenses as a result. i. New lenses might fit into the old frames (but that was still an expense that you owe half of); 88, OR we get new frames with the new lenses; iii. We will look at the options and see.”

On August 18, in defiance of Father's position and her own commitment to work together on an agreement, Mother bought both new designer frames and new lenses without an agreement, without consultation, and over Father's written objections—and announced that to Father in an email on August 19. That alone is a clear violation of the SPP. Mother could have ordered new lenses for the new frames as Mother said she would do in her July 26th email, but did not consult with Father, as she committed to.

Additionally, as copies of the eyewear orders for the new Vera Bradley frames and the still good Liz Claiborne frames indicate (exhibit B13a,b), even if Mother had cooperated with Father as required by the SPP, he would not have authorized new frames because the old frames still fit. The new frames had the exact DPD (the distance from the center of the pupil to the center of the frame) as the abandoned frames and were 2 millimeters larger (47mm from 45 mm—a change smaller than the width of two pennies). Additionally, there was no need for new lenses either, as her vision had changed imperceptibly, as the attached form showed. The whole purchase was a vanity purchase by the Mother.

Mother herself tacitly acknowledges that the new frames and lenses were unnecessary. In an August 19 email, she writes (exhibit B14): “She should keep using

current until new come in (about a week from now) – and then we have a ‘backup pair’ if she loses these.”

Mother also bungled the insurance coverage on this. In her August 19th note, she states, “the cost was \$284.” Mother has insisted that none of it was covered under insurance, and her note reflects that. Father had to go the eye doctor and review the insurance coverage with them. They said Mother did not have her insurance facts straight and submitted it under her medical insurance instead of her eye insurance. At my request, they submitted it properly, reducing the bill to \$192.28.

Under the circumstances, Father believes Mother’s actions were outrageous and extravagant. Based on the facts, Father believed Mother’s actions violated the SPP and he should be reimbursed the half subtracted by Mother: \$96.28.

Supplemental information on Motion 5: Magic lessons

In justifying not paying and not cooperating (two distinct violations of the SPP) in the scheduling and oversight of Maddie’s chosen and ONLY spring activity, magic lessons, Mother argues that magic lessons “was not within the category of a shared expense.” That is not accurate. Article IV explicitly excludes only one kind of extra-activity: “horse rentals.” That’s it. It has no other limiting clause as to the categories of activities. As the SPP states, “the cost of such activity including equipment, lessons, fess, events, rental (except horse) and clothing/shoes, shall be shared equally by the parties without set off against other claims by a parent for monies owed by the other.” The SPP specifically refers to “instruction or lessons” as covered. Under Article IV.A., magic lessons are covered, as are the cost of magic tricks (which Father did not seek reimbursement for but which cost more than \$50).

Mother also refused to cooperate with Father after Maddie’s surgery in early March. Article IV.A. states: “both parents shall coordinate scheduling with the each and support fully all lessons and events that occur during their respective parenting times.” Father sent Mother 3 separate emails in March trying to get Mother to cooperate, each time delaying magic lessons, which Maddie wanted. Mother refused to respond at all. Finally on April 1, still with no response, Father wrote at 10:19pm: “As no okay is needed on the magic lesson, which I’ve written about now 3 times, and because it’s

Maddie's total choice per the SP agreement, and we are both required to split it 50/50, I'll set it up and inform you of the scheduled dates." (exhibit B14)

Mother's only response (exhibit B15) came the following day, April 2: "NO I will not now split Magic lesson expenses."

More email entreaties to cooperate led to no responses from Mother. Finally on April 25—now having wasted nearly two months trying to get Mother's cooperation, Father unilaterally scheduled lessons per the SPP, and sent the pdf schedule to Mother via email (exhibit B16). Mother again refused to cooperate. If the Court finds Mother in contempt for non-payment, then Mother is in contempt for non-cooperation.

Supplemental information on Motion 6: Football Camp

Maddie chose football as one of her summer activities; the only issue is whether football was the second activity chosen (so it would be shared) or the third (Father who paid for it would have to absorb the cost). This issue should be resolved based on the evidence and not on verbal claims by either parent. What does the record show?

Maddie had attended football camp the previous summer and loved it, and expressed interest in participating again the following summer. Both families received a copy of the summer brochure (exhibit B17, pp.1-3) in January, before Maddie had chosen any summer activities. At Maddie's urging on March 4, Father signed Maddie up (exhibit 14,p.4) and passed the confirmation of payment along to mother via email. On April 2, Mother wrote an email (exhibit B17,p.5) saying: "NO, I will not pay for half of anything beyond her chosen 2 activities of Camp Ernst and KCC swim team.)."

Maddie was caught in the Middle. She wanted to go to football. Mother, who likes to say to people that she was a "competitive swimmer" (she swam for her school), wanted Maddie to be a swimmer—something her Father supported as well, if Maddie wanted to do it. But Maddie was clearly not committed to swimming for the spring or summer. She dropped out of swimming in February and declined to swim during the spring. She signed up for football and Camp Ernst. In May, her mother signed her up for swimming at mother's club, Kenwood Country Club. If sequence suggests choice, it was: football; Camp Ernst; Country Club swimming (no cost); magic lessons. Mother claims Maddie "chose" swimming as one of two favorites but that's not how Maddie or any 10 year old thinks. She didn't even begin thinking about swimming until spring, after all the

other sign-ups. Mother's refusal to share in summer football was an attempt to save her the "nominal" shared payment of \$62.50—nothing more, nothing less.

Defendant's Motion also mischaracterized \$25 of the expenses as the cost of a "competitive team uniform." Defendant apparently did not provide her lawyer with a copy of the CCDS Summer Brochure that was sent to Plaintiff, as it clearly states under General Information (exhibit B17,p.2))that each participant must pay "a \$25 non-refundable registration fee." There were no uniform charges. The \$125 paid for by Father on March 4 is a shared expense to be split evenly, \$62.50 each.

Absent any documentation preceding Father's March 4th sign up, Mother should be held in contempt and ordered her to pay her share of Maddie's swimming. \$62.50.

Supplemental information on Motion 7

Plaintiff's lawyer claims that Father's filing asking that Mother be held in contempt for "committing fraud" is "outright malicious." The Court can judge for itself whether Father providing evidence that Mother is currently acting deceitful is malicious.

In mid-January, 2009, Mother and Father met to reconcile expenses for 2008. By that time, Mother had received from Anthem two statements and payments including reimbursements for two visits. Mother did not disclose that fact to Father or inform Dr. Fliman. Mother pocketed \$123.38 that she did not deserve. That money remains in Mother's pocket.

Merriam-Webster's online dictionary provides numerous definitions of the word "fraud" (exhibit B18), with the top two being: "a: deceit, trickery; *specifically* : intentional perversion of truth in order to induce another to part with something of value or to surrender a legal right b: an act of deceiving or misrepresenting."

As of the filing of this supplemental statement of facts, Mother refuses to acknowledge her deception and refuses to reimburse Father for money that she received from Anthem in 2008 and improperly kept. That's an "intentional perversion of truth in order to induce another to part with something of value"—Father is out \$123.38. That's deceitful. It's misrepresentation. That's fraud. Whether it's "legal fraud" is not an issue.

Motion in Opposition to Defendant's Motion for Attorneys Fees

This motion documents a broad pattern of mistakes, negligence and other actions that individually and collectively justify bringing this action, among them:

- Mother's counsel confessed that Mother consciously broke the SPP by seeking "extra judicial relief"
- Mother withheld \$15 owed to Father for 140 days after she was told of her "mistake"; it was not addressed until 72 days after Father's filing and not until a month AFTER Mother's lawyer had written her brief promising Mother would address this "mistake"
- Mother has yet to fully reimburse Father for pocketing insurance reimbursement funds for Maddie's counseling
- Mother did not get mutual agreement on new glasses or lenses, as required by SPP, and then tried to mis-bill Father because of her "mistake" in not understanding Maddie's eye insurance coverage
- The question of who should pay for Maddie's football is a legitimate issue, with Mother's undocumented claim that she thinks Maddie "chose" swimming set against Father's documentation that proves otherwise.

In her Memorandum of Opposition, Counsel grumps that this issue is even before the court. After the failure of mediation—which Mother resisted and demanded that it be limited to one session—Father had no alternative if he wanted to address these grievances other than to seek relief in the Court (unless he too would have ignored the dictates of the SPP and circumvent the resolution dispute clause of the legally binding Shared Parenting Plan by seeking "extra judicial relief").

As the court might recall, Mother previously appealed the Magistrate's order to appoint a Parental Coordinator, which Father wanted so as not to waste the Court's valuable time. Mother through her current Counsel argued that the Magistrate was the proper place to adjudicate all disputes. Father has followed Mother's preferred course. Now Mother's counsel complains about being forced to defend its admission of guilt, claiming it wastes the Court's valuable time—and seeks reimbursement? That's brazen.

Anthem Member Claim Summary

Subscriber ID: 971M60832

Member Suffix: 01

*Madeleine ExHnc
9/08 - 6/09*

M

Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	CoPay	Disallowed	Total Paid	Provider Name	Network	Paid Date
08295F084200	10/6/2008	\$140.00	\$81.69	\$0.00	\$16.34	\$0.00	\$58.31	65.35	Finnan, Vikran P.	O	10/24/2008
08295F084200	Sum	\$140.00	\$81.69	\$0.00	\$16.34	\$0.00	\$58.31	65.35			

M

Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	CoPay	Disallowed	Total Paid	Provider Name	Network	Paid Date
08295F084600	9/25/2008	\$140.00	\$81.69	\$0.00	\$16.34	\$0.00	\$58.31	65.35	Finnan, Vikran P.	O	10/24/2008
08295F084600	Sum	\$140.00	\$81.69	\$0.00	\$16.34	\$0.00	\$58.31	65.35			

M

Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	CoPay	Disallowed	Total Paid	Provider Name	Network	Paid Date
08295F084900	8/8/2008	\$140.00	\$81.69	\$0.00	\$16.34	\$0.00	\$58.31	65.35	Finnan, Vikran P.	O	10/24/2008
08295F084900	Sum	\$140.00	\$81.69	\$0.00	\$16.34	\$0.00	\$58.31	65.35			

M

Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	CoPay	Disallowed	Total Paid	Provider Name	Network	Paid Date
08315ED08900	11/2/2008	\$140.00	\$81.69	\$0.00	\$0.00	\$20.00	\$58.31	61.69	Finnan, Vikran P.	O	11/13/2008
08315ED08900	Sum	\$140.00	\$81.69	\$0.00	\$0.00	\$20.00	\$58.31	61.69			

M

Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	CoPay	Disallowed	Total Paid	Provider Name	Network	Paid Date
08315ED08900	10/23/2008	\$140.00	\$81.69	\$0.00	\$0.00	\$20.00	\$58.31	61.69	Finnan, Vikran P.	O	11/14/2008
08315ED08900	Sum	\$140.00	\$81.69	\$0.00	\$0.00	\$20.00	\$58.31	61.69			

M

Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	CoPay	Disallowed	Total Paid	Provider Name	Network	Paid Date
083225E04300	11/17/2008	\$80.00	\$71.64	\$0.00	\$0.00	\$20.00	\$8.36	51.64	Messer, Jennifer A.	I	11/18/2008
083225E04300	Sum	\$80.00	\$71.64	\$0.00	\$0.00	\$20.00	\$8.36	51.64			

M

Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	CoPay	Disallowed	Total Paid	Provider Name	Network	Paid Date
083405E057900	11/20/2008	\$140.00	\$81.69	\$0.00	\$0.00	\$20.00	\$58.31	61.69	Finnan, Vikran P.	O	12/10/2008
083405E057900	Sum	\$140.00	\$81.69	\$0.00	\$0.00	\$20.00	\$58.31	61.69			

M

Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	CoPay	Disallowed	Total Paid	Provider Name	Network	Paid Date
08335E082400	12/15/2008	\$54.00	\$47.72	\$0.00	\$0.00	\$20.00	\$3.28	27.72	Messer, Jennifer A.	I	12/19/2008
08335E082400	Sum	\$54.00	\$47.72	\$0.00	\$0.00	\$20.00	\$3.28	27.72			

M

Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	CoPay	Disallowed	Total Paid	Provider Name	Network	Paid Date
08021F091800	1/8/2009	\$140.00	\$81.69	\$0.00	\$0.00	\$20.00	\$58.31	61.69	Finnan, Vikran P.	O	1/24/2009
08021F091800	Sum	\$140.00	\$81.69	\$0.00	\$0.00	\$20.00	\$58.31	61.69			

M

Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	CoPay	Disallowed	Total Paid	Provider Name	Network	Paid Date
08037F130B00	2/27/2009	\$140.00	\$81.69	\$0.00	\$0.00	\$20.00	\$58.31	61.69	Finnan, Vikran P.	O	2/14/2009
08037F130B00	Sum	\$140.00	\$81.69	\$0.00	\$0.00	\$20.00	\$58.31	61.69			

M

Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	CoPay	Disallowed	Total Paid	Provider Name	Network	Paid Date
08043FAC0700	2/6/2009	\$138.00	\$138.21	\$0.00	\$0.00	\$0.00	\$1.79	138.21	Greenwald, John H.	I	2/13/2009
08043FAC0700	Sum	\$138.00	\$138.21	\$0.00	\$0.00	\$0.00	\$1.79	138.21			

*EX 111011
BHP*

EXHIBIT
B1, P. 2.

2004
F

Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	Copay	Disallowed	Total Paid	Provider Name	Network	Paid Date
0905010C900	2/6/2009	\$183.59	\$183.91	\$0.00	\$36.78	\$0.00	\$9.60	147.13	Childrens Hospital Medical Ctr	1	2/20/2009
0905010C900	2/6/2009	\$198.84	\$187.00	\$0.00	\$37.40	\$0.00	\$9.84	148.60	Childrens Hospital Medical Ctr	1	2/20/2009
0905010C900	Sum:	\$390.43	\$370.91	\$0.00	\$74.18	\$0.00	\$19.44	296.73			
Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	Copay	Disallowed	Total Paid	Provider Name	Network	Paid Date
09081F072400	2/26/2009	\$140.00	\$61.69	\$0.00	\$0.00	\$20.00	\$58.31	61.69	Farmen, Vivian P.	0	3/5/2009
09081F072400	Sum:	\$140.00	\$61.69	\$0.00	\$0.00	\$20.00	\$58.31	61.69			
Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	Copay	Disallowed	Total Paid	Provider Name	Network	Paid Date
09082EAC1600	2/27/2009	\$125.00	\$122.66	\$0.00	\$0.00	\$20.00	\$2.34	102.66	Messer, Jennifer A.	1	3/4/2009
09082EAC1600	Sum:	\$125.00	\$122.66	\$0.00	\$0.00	\$20.00	\$2.34	102.66			
Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	Copay	Disallowed	Total Paid	Provider Name	Network	Paid Date
09089E325A00	3/27/2009	\$642.00	\$698.77	\$0.00	\$139.75	\$0.00	\$143.23	559.02	Shott, Sally R.	1	3/17/2009
09089E325A00	Sum:	\$642.00	\$698.77	\$0.00	\$139.75	\$0.00	\$143.23	559.02			
Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	Copay	Disallowed	Total Paid	Provider Name	Network	Paid Date
09099F150100	3/27/2009	\$80.00	\$71.54	\$0.00	\$0.00	\$20.00	\$8.46	51.54	Messner, Jennifer A.	1	3/17/2009
09099F150100	Sum:	\$80.00	\$71.54	\$0.00	\$0.00	\$20.00	\$8.46	51.54			
Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	Copay	Disallowed	Total Paid	Provider Name	Network	Paid Date
09071ECAA000	3/27/2009	\$451.00	\$498.03	\$0.00	\$98.61	\$0.00	\$152.97	398.42	Mahmoud, Mohamed A.	1	3/19/2009
09071ECAA000	Sum:	\$451.00	\$498.03	\$0.00	\$98.61	\$0.00	\$152.97	398.42			
Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	Copay	Disallowed	Total Paid	Provider Name	Network	Paid Date
090711D700	3/22/2009	\$206.96	\$272.52	\$0.00	\$64.50	\$0.00	\$14.34	218.02	Childrens Hospital Medical Ctr	1	3/19/2009
090711D700	3/22/2009	\$276.36	\$218.84	\$0.00	\$43.77	\$0.00	\$11.52	175.07	Childrens Hospital Medical Ctr	1	3/19/2009
090711D700	3/22/2009	\$336.00	\$319.20	\$0.00	\$63.84	\$0.00	\$16.80	255.36	Childrens Hospital Medical Ctr	1	3/19/2009
090711D700	3/22/2009	\$1,538.71	\$1,461.77	\$0.00	\$292.35	\$0.00	\$76.94	1,169.42	Childrens Hospital Medical Ctr	1	3/19/2009
090711D700	3/22/2009	\$168.00	\$159.60	\$0.00	\$31.92	\$0.00	\$8.40	127.68	Childrens Hospital Medical Ctr	1	3/19/2009
090711D700	3/22/2009	\$432.00	\$410.40	\$0.00	\$82.08	\$0.00	\$21.60	326.32	Childrens Hospital Medical Ctr	1	3/19/2009
090711D700	Sum:	\$2,991.93	\$2,842.23	\$0.00	\$598.46	\$0.00	\$148.60	2,273.07			
Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	Copay	Disallowed	Total Paid	Provider Name	Network	Paid Date
09106EE31600	4/13/2009	\$80.00	\$60.80	\$0.00	\$0.00	\$20.00	\$19.20	40.80	Schwackman, Robin R.	1	4/17/2009
09106EE31600	Sum:	\$80.00	\$60.80	\$0.00	\$0.00	\$20.00	\$19.20	40.80			
Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	Copay	Disallowed	Total Paid	Provider Name	Network	Paid Date
091114S1100	4/15/2009	\$104.30	\$51.42	\$0.00	\$0.00	\$31.42	\$52.88	0.00	Jewish Hospital of Cincinnati Inc	1	4/22/2009
091114S1100	4/15/2009	\$74.00	\$36.48	\$0.00	\$0.00	\$38.52	\$37.52	0.00	Jewish Hospital of Cincinnati Inc	1	4/22/2009
091114S1100	4/16/2009	\$307.00	\$151.35	\$0.00	\$17.85	\$62.10	\$155.65	71.40	Jewish Hospital of Cincinnati Inc	1	4/22/2009
091114S1100	Sum:	\$485.30	\$239.25	\$0.00	\$17.85	\$160.00	\$246.05	71.40			

EXHIBIT
B1/A3

2009
M

2009
M

Claim Number	Date of Service	Charge	Allowed	Deductible	Coinsurance	CoPay	Disallowed	Total Paid	Provider Name	Network	Paid Date
09124240000	4/16/2009	\$7.20	\$6.84	\$0.00	\$0.00	\$6.84	\$0.36	0.00	Childrens Hospital Medical Cr	I	4/25/2009
	4/16/2009	\$10.00	\$9.50	\$0.00	\$0.00	\$9.50	\$0.50	0.00	Childrens Hospital Medical Cr	I	4/25/2009
	4/16/2009	\$47.00	\$44.65	\$0.00	\$0.00	\$44.65	\$2.35	0.00	Childrens Hospital Medical Cr	I	4/25/2009
	4/16/2009	\$803.00	\$672.85	\$0.00	\$0.00	\$672.85	\$130.15	387.07	Childrens Hospital Medical Cr	I	4/25/2009
	4/16/2009	\$151.64	\$144.05	\$0.00	\$0.00	\$144.05	\$7.59	115.24	Childrens Hospital Medical Cr	I	4/25/2009
	Sum:	\$1188.84	\$1037.90	\$0.00	\$125.69	\$150.00	\$40.84	\$923.31			
09119898F000	4/24/2009	\$80.00	\$71.54	\$0.00	\$0.00	\$71.54	\$8.46	51.54	Messer, Jennifer A.	I	4/30/2009
	Sum:	\$80.00	\$71.54	\$0.00	\$0.00	\$71.54	\$8.46	51.54			
09124F559200	4/20/2009	\$140.00	\$81.69	\$0.00	\$0.00	\$81.69	\$58.31	61.69	Filman, Vivian P.	O	5/7/2009
	Sum:	\$140.00	\$81.69	\$0.00	\$0.00	\$81.69	\$58.31	61.69			
09124F559200	4/22/2009	\$140.00	\$81.69	\$0.00	\$0.00	\$81.69	\$58.31	61.69	Filman, Vivian P.	O	5/7/2009
	Sum:	\$140.00	\$81.69	\$0.00	\$0.00	\$81.69	\$58.31	61.69			
09124F559200	4/19/2009	\$270.00	\$168.21	\$0.00	\$33.84	\$0.00	\$100.79	135.37	Moskman, Joseph J.	I	5/8/2009
	Sum:	\$270.00	\$168.21	\$0.00	\$33.84	\$0.00	\$100.79	135.37			
09140E13B200	5/11/2009	\$125.00	\$87.69	\$0.00	\$0.00	\$87.69	\$37.41	67.59	Beiter, Patrick A.	I	5/21/2009
	Sum:	\$125.00	\$87.69	\$0.00	\$0.00	\$87.69	\$37.41	67.59			
09152FA79B00	5/14/2009	\$140.00	\$81.69	\$0.00	\$0.00	\$81.69	\$58.31	61.69	Filman, Vivian P.	O	6/4/2009
	Sum:	\$140.00	\$81.69	\$0.00	\$0.00	\$81.69	\$58.31	61.69			
09153F7CB00	5/26/2009	\$100.00	\$10.83	\$0.00	\$0.00	\$10.83	\$89.17	10.83	LABCORP	I	6/2/2009
	Sum:	\$100.00	\$10.83	\$0.00	\$0.00	\$10.83	\$89.17	10.83			
09154F5B1900	5/26/2009	\$17.63	\$8.67	\$0.00	\$0.00	\$8.67	\$8.96	8.67	Childrens Hospital Medical	I	6/4/2009
	Sum:	\$17.63	\$8.67	\$0.00	\$0.00	\$8.67	\$8.96	8.67			
09161E3BFC00	5/21/2009	\$175.00	\$128.89	\$0.00	\$0.00	\$128.89	\$46.11	108.69	Schmoeckel, Diane M.	I	6/1/2009
	Sum:	\$175.00	\$128.89	\$0.00	\$0.00	\$128.89	\$46.11	108.69			
09174F6B7100	6/22/2009	\$100.00	\$69.79	\$0.00	\$0.00	\$69.79	\$30.21	49.79	Schmoeckel, Diane M.	I	8/24/2009
	Sum:	\$100.00	\$69.79	\$0.00	\$0.00	\$69.79	\$30.21	49.79			

VIVIAN P. FLIMAN, Ph.D.
Clinical Psychologist

EXHIBIT
B2

438 Ray Norrish Drive
Cincinnati, Ohio 45246
(513) 671-7400

September 15, 2009

Jon Entine
6255 S. Clippinger Dr.
Cincinnati, OH 45243

Ellen Turner
6720 Camaridge Ln.
Cincinnati, OH 45243

Dear Mr. Entine and Ms. Turner:

I have received no payments from Anthem Blue Cross/Blue Shield Insurance since 8/1/2008 on Maddie's account. All payments received have been personal payments.

Vivian Fliman, Ph.D. (signed by Rhonda)
Vivian Fliman, Ph.D.

Subject: Maddie related issues
Date: Sunday, July 26, 2009 11:34 PM
From: Jon Entine <jon@jonentine.com>
To: Ellen Turner Ellen.turner@gmail.com
Conversation: Maddie related issues

EXHIBIT
B3

Hi Ellen,

A few things we can (hopefully) resolve in the coming week or two:

--general expenses and medical expenses: Please settle the money owed for Maddie's general expenses, as outlined in the half year summary. Also, I'd like to settle what I owe you for the medical expenses...please send over the documentation that was missing as per her itemized expenditures. She appears to have incurred more than \$1500 in out of pocket expenses, which should mean that after a certain point this spring when she hit that level, everything was covered 100 percent...at least that's the way the limited information of your insurance that you supplied to me reads. ~~If I have it wrong, please send along more complete documents. The insurance company's website should generate a summary, or you can ask for one. I have no problem if you redact your medical outlays from the summary, as long as Maddie's expenses are clear to understand.~~

--copies of the 529 history

I still have received no complete documentation, and that's not what was intended by the SPP. I got a copy of the letter you sent...but according to the state, the office responsible for sending out these forms contends it has received no authorization from you and has no calls on record of you attempting to authorize that I be sent copies. What ever happened to your letter, I don't know, but I'm still not receiving the unexpurgated quarterly report. I was told by the state, that you were sent out her most recent 3 month statement weeks ago. This should be easy. You can save both of us a lot of hassle going forward if you just send along an unredacted copy of her statement, and future ones as soon as you get them. Please get it to me by the end of the week.

--Maddie's school bag

Unless you've picked up a new school bag for Maddie, I'll buy it for her this year, as you bought it the last two year's, which is not fair to you.

--Maddie's glasses

As I just purchased Maddie's glasses late last fall, I don't support her getting new frames, just new lenses (if she needs them) on the current frames. If you want to buy her new frames, you're own your own after whatever insurance covers, just as I was last fall.

--Magic

Maddie wants to do magic again this fall, so that's her chosen fall activity. I've gotten Cindy Wolfe to throw in an extra lesson--7--for \$500. The first lesson for the fall is in early September.

Jon

EXHIBIT
B4

Subject: Re: Confirming 2008 payments!
Date: Friday, January 16, 2009 6:57 PM
From: runjonrun@earthlink.net
Reply-To: runjonrun@earthlink.net
To: Ellen Turner Ellen.turner@Gmail.com
Cc: Jon Entine runjonrun@earthlink.net
Conversation: Confirming 2008 payments
Category: Family

Ellen, Confirming I also paid for Maddie's phone expenses for ALL of 2009 - \$500- and her music expenses through the end of this semester, in full. I do not owe any money for Maddie's mandatory CCDS school computer and I do not have any obligation to buy or contribute to any future computer purchase. Jon

Sent via BlackBerry by AT

From: "Ellen Turner"
Date: Fri, 16 Jan 2009 18:25:02 -0500
To: Jon Entine <runjonrun@earthlink.net>
Subject: Confirming 2008 payments
Jon,

This recaps for our records what we calculated and paid each other as of today for Maddie's expenses.

To sum up- you paid me \$1592.12 as a net amount of half of the incurred expenses listed below and the first part of 2008 medical that you had paid.

After school charges of 40 (all Jon's)
Glasses = 307.18
Medical pmts = 410.45
School Field trips = 559
Music instrument rental and lessons for school year = 1128.31
CAC swim team for winter = 1165
Phone for 2009 = 500

The one item you chose not to pay anything for is the tablet computer lease of 1400 (10 months, 140 per month) and 95 for tech/software = \$1500 for her school computer in this 2008-09 school year -- it has been paid for solely by me (your half was/is 750). I obviously have an issue with this since it is not tuition (which I pay) and she uses the computer daily for homework and study - comparable to supplies and books. As such, for Maddie's next year (6th grade+) computer, I will let you solely own the payment.

Ellen

EXHIBIT
B5

From: Ellen Turner <ellen.turner@gmail.com>
Subject: Re: Maddie's fall activity
Date: August 20, 2009 11:23:36 AM EDT
To: Jon Entine <jon@jonentine.com>

Jon -

Tennis is her non-school activity and we will split the cost of Camargo membership and 2 days/wk lessons through December and see how she fares.

French Horn is her SCHOOL activity and is part of band - you owe me for half of the monthly Buddy Rogers rental of the French Horn -- it is \$63.90 per month.

I am not required by the SPP to get annual medical details and printouts from the insurance company - I already gave you the proof of Maddie's expenses as I do each year and ~~you fight having to reimburse me for your half of our daughter's expenses every single time. But I did get the full printout this one time and am bringing to Camargo at noon.~~ You still owe me for half of the Medical premiums that I pay every 2 weeks AND for the medical out-of pockets...these are over \$2500 since January and you owe me for half. I can re-send it if you have misplaced it.

Nowhere in the SPP are you given the right or the power to choose what you pay for on any of Maddie's medical/optical/dental. As such, you do not get to choose how much you pay for her glasses. You owe me for half of the exam/lenses/glasses that she needed and got.

I do NOT owe you for any activities -- we had mediation months ago, that is all done.

I cannot meet next Monday after taking time out for her Orthodontist appt - I have a job.

ET

On Thu, Aug 20, 2009 at 11:05 AM, Jon Entine <jon@jonentine.com> wrote:

Ellen,

I would like to be clear about our agreement as per the SPP for Maddie's fall activity. I wish this wasn't necessary to get this in writing, but as I am still owed quite a few hundred dollars in activities expenses for last spring and for the summer, it's necessary that we be crystal clear going forward.

Maddie has selected tennis to be her activity. This confirms that French Horn is not her selected activity (and was never her selected activity last year...if it was last year then I would still need to be reimbursed for covering your chosen extra activity for her, swimming).

We are jointly paying for membership and team lessons at Camargo on the 2-days a week schedule. Any individual lessons at Camargo or group or individual lessons at Kenwood are not covered...they are to be paid individually by that parent. I'd be willing to revisit this if we can resolve the outstanding debts, but as of now, I don't want to be in a position of carrying expenses that might have to be contested. So we'll limit it to just the Camargo lessons for now.

I've attached an update of the outstanding expenses for the first half of the year. I am still awaiting the print out of Maddie's medical expenses, which your insurance says can be downloaded from the Internet. I wish you would make this easy, so we could resolve these issues promptly.

Again, for the 3rd time, I'd like to propose meeting to resolve all remaining expense issues, medical and activity related, that remain unresolved.

Can you meet next week? Perhaps before or after Maddie's orthodontia

B5-b

B5-a

EXHIBIT
B6

From: Jon Entine <jon@jonentine.com>
Subject: Article IV.D., "Each parent shall have access to all health records of the child."; Article VI,B. states: "The parties shall exchange all information regarding said medical coverage."
Date: January 19, 2010 7:53:56 PM EST
To: Ellen Turner <Ellen.turner@Gmail.com>
Cc: "Sallee M. Fry" <sallee@salleeatlaw.com>
Bcc: Jon Entine <jon@jonentine.com>

Invoking Article IV.D., "Each parent shall have access to all health records of the child."; Article VI,B: "The parties shall exchange all information regarding said medical coverage."

Hi Ellen,

Your insurance company represented to me that a statement was sent to you after each of Maddie's appointments with Dr. Filman, as well as after every other procedure or appointment.

I'm preparing Bob Meyers for our February court date. After talking with him, we need those documents. I need copies of all the statements sent to you or in anyway prepared by the insurance company even if not sent to you as per Maddie's medical visits and insurance reimbursements by Maddie's insurance company from the time you signed up for the plan in July 2008 until June 30th 2009--every document.

I have asked for these documents previously and nothing was provided. I have a clear and absolute right to these documents according to the SPP. They were requested previously and not supplied. I need them immediately, but as may be traveling, by no later than one week before the hearing. I talked with your insurance company. They are willing to send them to you immediately. They need to hear from you to get that done.

There is no wiggle room here. If I don't get the documents, that's denying me access to them..as you are the only one who can get me access..you're the gatekeeper.

Thanks!

Thanks!

Jon

Ellen-Jon Half Year Expense through June 30, 2009

EXHIBIT
B7/A1

Updated August 20, 2009

(1) Medical bills paid by Jon

General:

3/5	medicine	\$10
4/13	medicine	\$25
4/15	ER visit	\$167.85
4/15	medicine	\$10
4/15	medicine	\$10
4/25	Medicine	\$25
5/13	medicine	\$10
5/21	ER visit	\$33.84

Total medical: $\$291.69/2 = +\145.85 (owed to Jon by Ellen)

Dr. Fliman: You were partially reimbursed for 6 of Maddie's visits (paid by me in full) with to Dr. Fliman. I was never informed about this...I paid \$140 for each visit. The total comes to \$370.14.

10/23/08	\$61.69
11/20/08	\$61.69
1/8/09	\$61.69
2/26/09	\$61.69
4/2/09	\$61.69
5/14/09	\$61.69

Total: \$370.14

TOTAL Medical owed to Jon: \$515.99

(2) Indian Hill school expenses

Maddie's school supplies packet for IH billed by the school: $\$47/2 = +\23.50 (owed to Jon by Ellen) (dropped if set against Ellen's gym clothes purchase in August)

(3) School Year Extra-curricular activities

Spring activity/March-June (Maddie had no other competing activities): Maddie's magic lessons: $\$500/2 = \250 (owed by Ellen to Jon)

EXHIBIT
B 7 p. 2

(4) Summer activities

According to Article IIIB, Maddie had the choice of selecting two summer activities. She selected, in order of when she selected these (as acknowledged at mediation):

- Summer overnight camp: $\$545/2 = +\272.50
- Magic: $\$500/2 = +\250 (plus \$75 in tricks/equipment costs)
- Football Camp: $\$125/2 = +\62.50
- Kenwood swimming: \$0 (plus bathing suit)

I paid for the first three. The fourth, of course, cost nothing. We both agree that summer camp should be shared as the first activity. She signed up for summer magic well before either football camp (which she signed up for next in order, after overnight camp and magic) or Kenwood swimming. (which she initially did not want to do, hardly participated in, and she has since dropped swimming altogether).

Ellen owes for summer activities: \$522.50

.....
TOTAL OWED BY ELLEN:

Activities: \$772.50
Medical: \$515.99

TOTAL: \$1288.49

From: Jon Entine <jon@jonentine.com>
Subject: Resolving Maddie's medical claims
Date: August 25, 2009 10:57:32 AM EDT
To: Ellen Turner <Ellen.turner@Gmail.com>

EXHIBIT
B8

Ellen,

I'd like to move forthrightly to resolve the outstanding medical claims expenses, as those issues appear more straightforward than the activities issues.

If you could please submit a new summary. These are the updates/changes needed:

--documentation of biweekly payments for medical/dental/eye. The documents that you sent to me last summer indicated \$83.59/month w/eye coverage. Apparently you did not get eye coverage, which would have lowered it to \$76.59 month (based upon the information that you supplied to me last summer). Your statement in January claimed \$80.09, but you provided no documentation. To go forward, I need documentation of what was paid for, what was covered (apparently just medical and dental, but please send clear documentation, as we may need to add my VSP eye coverage for Maddie going forward). Note that as per established practice, I will pay the insurance add-on costs for Maddie, not just half the total costs for two, so please have Anthem supply the documented breakdown.

--documentation of the processed insurance claim from Anthem for the allergy blood tests; I understand that will cover part of it.

--readjustment for the money paid directly to you for Maddie's visits under my supervision to Dr. Filman since last summer, when you started with Anthem. I have a letter from Dr. Filman's office indicating that none of the money went to their office, which means you were reimbursed directly, and have been, since Anthem became the carrier last year. You did not disclose that to me, but pocketed the money. Therefore the medical bill needs to be adjusted downward by \$370.14.

If you can send me a new summary with the appropriate documents, I can pay promptly, adjusted for the Dr. Filman bills and the medical bills which you owe me (documents submitted to you, which you do not dispute); your half comes to: \$145.85.

Let's at least get this settled.

Jon

EXHIBIT
B-9

Ellen Turner
6720 Camaridge Lane
Cincinnati, OH 45243

November 20, 2009

Dear Jon,

Attached you will find the correction to my math error in the prior reconciliation of Maddie's Medical Expenses.

The error came from my typing in \$261 instead of \$291 - it is highlighted in the attached Exhibit 1 along with my check for the \$15 that is owed.


Thank you,



Ellen Turner

Attachments -

- Check #2258 for \$15
- Exhibit 1

ELLEN TURNER 6720 CAMARIDGE LANE CINCINNATI, OH 45243	2258 12/410 104387900
11/20 2009	
Pay to the Order of <u>Jon Entine</u>	\$ 15.00
<u>fifteen and 00/100</u>	Dollars
NATIONAL CITY BANK 7136 Miami Ave. Cincinnati, OH 45243	
For <u>MIS calculated -</u>	<u>Ellen Turner</u>
2258	

Subject: Discrepancies in the medical bills
 Date: Thursday, August 20, 2009 1:48 PM
 From: Jon Entine <jon@jonentine.com>
 To: Ellen Turner Ellen.turner@gmail.com
 Conversation: Discrepancies in the medical bills

EXHIBIT
10

Hi Ellen,

It actually looks like on a net/net, toting up activities and medical costs, you actually owe me money through 6/30. The total that you owe me comes to \$1288.49.

I'd be happy to meet with you (5th request) at your convenience to review this.

I reviewed the print out of Maddie's medical expenses and there are a few discrepancies that contradict the information you presented in January, and therefore change the overall figures.

(1) You were partially reimbursed for 6 of Maddie's visits (paid by me in full) with to Dr. Fliman. I was never informed about this...I paid \$140 for each visit. The total comes to \$370.14.

Vivian Fliman visits:

10/23/08	\$61.69
11/20/08	\$61.69
1/8/09	\$61.69
2/26/09	\$61.69
4/2/09	\$61.69
5/14/09	\$61.69

Total: \$370.14

(2) Also, it appears that you never submitted the bill for the 6/1 blood test ordered by Dr. Schainhost. Although it may not have been covered by insurance, it should have been submitted, and recorded on her records, as it counts against the out-of-pocket limit. So when you get that document submitted and processed, we could adjust the total as needed.

Attached is the updated summary of all expenses I believe you owe me, through 6/30/2009, which includes the adjustments from the new information on Maddie's medical printout.

Please send along your updated medical expense summary, with the adjustment for the blood test when you get the report from the insurance company.

Jon

Subject: Maddie related issues
Date: Sunday, July 26, 2009 11:34 PM
From: Jon Entine <jon@jonentine.com>
To: Ellen Turner Ellen.turner@Gmail.com
Conversation: Maddie related issues

EXHIBIT
BN

Hi Ellen,

A few things we can (hopefully) resolve in the coming week or two:

--general expenses and medical expenses: Please settle the money owed for Maddie's general expenses, as outlined in the half year summary. Also, I'd like to settle what I owe you for the medical expenses...please send over the documentation that was missing as per her itemized expenditures. She appears to have incurred more than \$1500 in out of pocket expenses, which should mean that after a certain point this spring when she hit that level, everything was covered 100 percent...at least that's the way the limited information of your insurance that you supplied to me reads. If I have it wrong, please send along more complete documents. The insurance company's website should generate a summary, or you can ask for one. I have no problem if you redact your medical outlays from the summary, as long as Maddie's expenses are clear to understand.

--copies of the 529 history

I still have received no complete documentation, and that's not what was intended by the SPP. I got a copy of the letter you sent...but according to the state, the office responsible for sending out these forms contends it has received no authorization from you and has no calls on record of you attempting to authorize that I be sent copies. What ever happened to your letter, I don't know, but I'm still not receiving the unexpurgated quarterly report. I was told by the state, that you were sent out her most recent 3 month statement weeks ago. This should be easy. You can save both of us a lot of hassle going forward if you just send along an unredacted copy of her statement, and future ones as soon as you get them. Please get it to me by the end of the week.

--Maddie's school bag

Unless you've picked up a new school bag for Maddie, I'll buy it for her this year, as you bought it the last two year's, which is not fair to you.

--Maddie's glasses

~~As I just purchased Maddie's glasses late last fall, I don't support her getting new frames, just new lenses (if she needs them on the current frames. If you want to buy her new frames, you're own your own after whatever insurance covers, just as I was last fall.~~

--Magic

Maddie wants to do magic again this fall, so that's her chosen fall activity. I've gotten Cindy Wolfe to throw in an extra lesson--7--for \$500. The first lesson for the fall is in early September.

Jon

Subject: Re: Maddie related issues
Date: Fri, July 31, 2009 4:31 PM
From: Ellen Turner <ellen.turner@gmail.com>
To: Jon Entine jon@jonentine.com
Conversation: Maddie related issues

EXHIBIT

B72 p. 1

Jon,

July 31, 2009

As follow-up and in response to your 7/26 and earlier note regarding various Maddie-related topics:

1- Monday 8/3 Doctor Appt

- a. This new immunology appt for 3p at Children's is scheduled on my day with Maddie while I am working so it will need to be started with you - I have informed Sally to expect you to pick up Maddie at 2:30p.
- b. There is a new medical card as of August 1 - Maddie will have that with her along with the papers they sent in mail (which is directions and info - nothing we haven't seen before)
- c. I will be there by 4p or shortly thereafter.

2- Expenses/Medical and Other

a. Medical:

- i. The SPP clearly states that we "shall equally share all uncovered medical/dental costs"
- ii. Maddie's expenses are very clear in the form - attached again - that I sent along with copies of the receipts etc. The premiums of \$1201.35 and the oop medical of \$1496.12 = \$1348.74 in payment from you to me (50%)
 - 1. \$80.09/paycheck from 1/1-8/1 = 33 weeks or 15 paychecks = \$1201.35
 - 2. The change in per paycheck amount starts next week.
 - 3. The \$1500 max takes effect AFTER the above...that is why you owe me for half of the \$1496 - each year you will owe/pay up to that amount for Maddie. As such, I am NOT going to go chase down medical documents and history from Anthem - pay me what I am clearly owed, what is promised per the SPP.
- iii. It is calculated through 1/31 as that is when the plan changes costs etc and it is much easier to keep clean with all our records adjusting along with the plan. The SPP does not state a date for "half-year accounting", just to do it semi-annually. So I recommend we stay aligned to the medical plan year for ease of record-keeping and accurate medical plan costs.

I owe you \$145.85 for medicine and co-pays - netting out that you owe me

Medical check for \$1202.89

b. Other/Activities:

- i. Maddie's Summer Activity choices (per SPP "Maddie shall have sole discretion to select up to 2 activities") were the following:
 - 1. Camp Ernst (Jon paid \$545)
 - 2. Swim Team (Ellen paid \$50 for team suit)

EXHIBIT
B12/P2

Other:

- Football (Jon paid \$125)
- Tennis camp (Ellen paid \$290)
- Magic (Jon paid \$500)

ii. I owe you \$250 for Camp Ernst

iii. Note that Buddy Rogers *monthly rental for the French horn has continued at \$63.90* - I will add the June-Dec costs to our next expense recap...if she is enjoying band (and/or gets asked to move up to playing with high school and at football games - which they do for the less-popular instruments) we will need to consider buying her a horn. It would be cheaper to do so come Dec/Jan....

3- 529 College/Custodial Account

a. The most recent statement has been placed in the mail/envelope with the August Alimony check. I am not required to, nor will I, do anything more.

4- Fall Activity

- a. No, Maddie did not pick "Magic as her chosen Fall activity". The SPP states for non-school activity that "Maddie shall self-determine" (and not that the Father gets to pick).
- b. She has not decided, she has explicitly told both me and Sally so, and she may want to focus on a **more social** option (which she needs) or keep her focus on music and school work.

5- Glasses for school year

a. Your purchase last fall was because you lost her glasses on Halloween.

b. She needs an eye exam and check-up - and may need new lenses as a result.

i. New lenses might fit into the old frames (but there is still an expense that you owe half of)

ii. OR we get new frames with the new lenses

iii. We will look at the cost/options and see

On Sun, Jul 26, 2009 at 11:34 PM, Jon Entine <jon@jonentine.com> wrote:

Hi Ellen,

A few things we can (hopefully) resolve in the coming week or two:

--general expenses and medical expenses: Please settle the money owed for Maddie's general expenses, as outlined in the half year summary. Also, I'd like to settle what I owe you for the medical expenses...please send over the documentation that was missing as per her itemized expenditures. She appears to have incurred more than \$1500 in out of pocket expenses, which

Eyewear Order

FROM: Dr. Malinda Pence & Associates
 7111 Miami Ave.
 Madeira OH 45243-2616
 513-561-7076
 513-561-2066

VERA BRADLEY FRAMES

Acct #
 Entry Date: 08/26/2009
 Patient: Madeleine Entine
 Home Phone: (513) 561-2857

RX Order #: 1555
 Tray Number:
 Print Date: 01/09/2010

NO CHANGE
 IDENTICAL

NO CHANGE

OD: DPO 51.00, SPH +0.50, CYL -1.00, ADD 086, SEG HT, Underlying Condition
 OS: BC 51.00, SPH +0.25, CYL -0.75, ADD 083, CT, OC
 OD: HPPrism, BSH, VPPrism, BSN, CT, OC
 OS:

NO SIGNIFICANT CHANGES

Category	Material	Name
OD	Single Vision	V2103
OS	Single Vision	V2103
OD	Uncut Size	Color Density Shading
OS	No	
OS	No	

Add-Ons

(TRIVEX) TRIVEX

Special Instructions

2 MM / SIZE OF
 TWO PENCILS -
 INSIGNIFICANT

Frame Information

Manufacturer	Name	Color
McGee Group	VB Framme	CBL

Eye	Dst	A	B	ED	Temple
47.00	17.00	0.00	0.00	0.00	

Frame Material

Plastic

Frame Status

Enclosed

EXHIBIT
 B13a

EXHIBIT
B13b

Eyewear Order

IDENTICAL

FROM: Dr. Malinda Pence & Associates
7111 Miami Ave.
Madeira OH 45243-2616
513-561-7076
513-561-2066

LIZ CLAIBORNE
FRAMES

Acct #
Entry Date: 11/01/2008
Patient: Madeleine Entine
Home Phone: (513) 561-2857

RX Order #: 688
Tray Number:
Print Date: 01/09/2010

OD 51.00 NPD SPH +0.50 CYL -0.75 AX 088 SEG RT ADD Underlying Condition
OS 51.00 BC RPrism BSH VPPrism BSV CT OC
OD BC RPrism BSH VPPrism BSV CT OC
OS

Category	Material	Name
OD Single Vision		V2103
OS Single Vision		V2103
Uncut Size	Color	Density Shading
OD No		
OS No		

Add-Ons


(TRIVEX) TRIVEX

Special Instructions

Frame Information

Manufacturer	Name	Color
Safilo	Liz Claiborne 410	68W
Eye DBL	A B ED	Temple
45.00	17.00 0.00 0.00	0.00
Metal	Frame Material	
To Come	Frame Status	

From: Ellen Turner <ellen.turner@gmail.com>
Subject: Misc things for Maddle/school/tennis/teeth
Date: August 19, 2009 5:22:19 PM EDT
To: Jon Entine <jon@jonentline.com>

EXHIBIT 
B14

Jon -

Misc things happened/happening over next few days:

Children's just called about the results from Blood tests -- all food and environs were negative (including 'mouse' - she said they don't have a 'rat' test). So the reco is to continue Albutirol esp. before exercise (as is current and per the note with school nurse) and come back in 3 months. Were you able to get the forms completed and back to the school nurse?

Also, we had our Eye exams end of day yesterday -- maddle's right eye is the one that has worsened creating her 'strain'...so new lenses needed, and got new frames. She should keep using current until new come in (about a week from now) - and then we have a 'backup pair' if she ever loses these. The cost was \$284. I have the receipt.

Confirming I will meet you at Camargo Racquet Club Thursday at noon to sign her up for Mon/Thurs tennis from 4-6p and she will start next Monday. We need to get her a good tennis bag since she will be carting the gear back-n-forth -- if there is time tonight or thursday after school perhaps you can take her shopping? If no luck, we can go this weekend. She'll need it for Monday.

Her locker is all organized and she has a color-coded classroom map for thursday -- she has extras so you can keep a copy at home. Not sure how it works when we pick her up mid-day for doctor-type appts - we'll find out Monday and let you know - having a map can't hurt...that said, her orthodontist appt is Monday in Hyde Park/Erie Ave office of Ed Berre. It would be good to have you there as this is the 'evaluation' and 'planning' session. Please bring your calendar -- we may need to make decisions and appts while there.

ET

Subject: Re: More Maddie stuff
Date: Thursday, April 2, 2009 8:19 AM
From: Jon Entine <jon@jonentine.com>
To: Ellen Turner ellen.turner@gmail.com
Conversation: More Maddie stuff

EXHIBIT
B74



Hi Ellen,

Glad you returned safely from your out of town trip.

When is Maddie's next appointment with Dr. Schott? If I don't hear back, I'll set one up today, as we both are responsible for non-routine care.

I just confirmed the first of my two week summer holiday. As per our agreement, I will have Maddie the July 4th holiday and the following week, returning on the evening of the 5th, instead of the morning of the sixth.

Also, confirmed the first two magic lessons:

May 9th--1pm
May 16th--11am

The first is my Saturday, the second is yours.

Get some rest. Overnight travel is a bitch.

Jon

On 4/1/09 10:19 PM, "Jon Entine" <jon@jonentine.com> wrote:

> Hi Ellen,
 >
 > Thanks for the docs, but you did not respond to other questions, including one
 > with a deadline of tomorrow--plane tickets.
 >
 > I need answers on ALL the other things right away...my reservation expires. It
 > should take all of 30 seconds to respond.
 >
 > If I don't hear from you, I will assume that we are agreeing to the weekend
 > and Monday swaps and will proceed.
 >
 > As no okay is needed on the magic lessons, which I've written about now 1
 > times, and because it's Maddie's total choice per the SP agreement, and we are
 > both required to split it 50/50, I'll set it up and inform you of the
 > scheduled dates.

> On 4/1/09 9:59 PM, "ellen.turner@gmail.com" <ellen.turner@gmail.com> wrote:

>> I am out of town and working. Will forward docs this weekend.

>> Sent via BlackBerry by AT&T

>> -----Original Message-----

>> From: Jon Entine <jon@jonentine.com>

>> Date: Wed, 01 Apr 2009 18:58:32

>> To: Ellen Turner<Ellen.turner@gmail.com>

>> Subject: More Maddie stuff

>> Ellen,

>> I went to IH Middle School today to give the secretaries copies of Maddie's
 >> birth certificate and proof of residence to get the process rolling for the
 >> move. They will be getting back to us about a meeting in May with her
 >> guidance counselor to help place her. I'll drop off a copy of the forms I'm
 >> filling out. She doesn't need a physical...we just need to get Madeira to
 >> confirm she's not contagious!

>> I'm still trying to finalize Maddie's summer vacation. I'm planning to take
 >> her to Paris and London for five days each. To make the PF stuff work,
 >> however, I would need to return on a Monday. What I would like to do if it's
 >> okay with you is to confirm the switch you had proposed to accommodate your
 >> vacation plans for the July weekend, so I would get July 11-12, and also
 >> keep her on the 13th, so we can return on Monday. Then you could have her

EXHIBIT
B-15

Subject: Re: More Maddie stuff
Date: Thursday, April 2, 2009 8:54 AM
From: ellen.turner@gmail.com
Reply-To: ellen.turner@gmail.com
To: Jon Entine jon@jonentine.com
Conversation: More Maddie stuff

Jon-
Regarding vacation, this confirms that you and Maddie are traveling from 7/1 (your wed) and will return Maddie to me on Monday 7/13 by 9a. This includes the switched weekend of 7/11-12 and the switched 7/4 holiday.

As for activities, NO I will not now split Magic lesson expenses. Per the SPP non-school activities like Magic are at each parents sole expense (during school year). Her spring activity was swim team until her sinus/adenoid surgery in March.

As for Summer activity, again, NO I will not pay for half of anything beyond her chosen 2 activities of Camp Ernst and KCC swim team (p.9, SPP, Art IIIB). Its great that she wants to also do football - I will ensure she attends on my afternoons - but Magic needs to be scheduled during your time with her. May 16th is my saturday with Maddie, and the day she is having her Bday party w/ friends - please change that lesson to your time.

She does not have a scheduled follow-up on adenoid surgery - feel free to schedule and advise of date.

Ellen

Sent via BlackBerry by AT&T

-----Original Message-----

From: Jon Entine <jon@jonentine.com>

Date: Wed, 01 Apr 2009 22:19:11

To: Ellen Turner<ellen.turner@gmail.com>

Subject: Re: More Maddie stuff

Hi Ellen,

Thanks for the docs, but you did not respond to other questions, including one with a deadline of tomorrow--plane tickets.

I need answers on ALL the other things right away...my reservation expires. It should take all of 30 seconds to respond.

If I don't hear from you, I will assume that we are agreeing to the weekend and Monday swaps and will proceed.

As no okay is needed on the magic lessons, which I've written about now 3 times, and because it's Maddie's total choice per the SP agreement, and we are both required to split it 50/50, I'll set it up and inform you of the scheduled dates.

On 4/1/09 9:59 PM, "ellen.turner@gmail.com" <ellen.turner@gmail.com> wrote:

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> I'm still trying to finalize Maddie's summer vacation. I'm planning to take her to Paris and London for five days each. To make the FF stuff work,

EXHIBIT
B16

~~RECEIVED~~

THE AMAZING CINDINI

4969 Old Irwin Simpson Road Mason, Ohio 45040 / 513-450-7000/www.amazingcindini.com

Maddie Entine
Jon Entine
Ellen Turner
Cincinnati, OH 45243

Private magic lessons - Maddie Entine

(14) - 1 hour magic sessions

Dates scheduled: (other dates not yet scheduled)

April 25th, 2009
May 9th, 2009
May 21st, 2009

Location:

4969 Old Irwin Simpson Road
Mason, Ohio 45040

Time:

11:00 a.m. - 12:00 a.m.

Total cost for 14-magic lessons: \$1,000.00

The Amazing Cindini is Cincinnati's all occasion, magical performer, trainer, motivator and emcee. She has been baffling audiences of all ages since 1995 with her interactive magic shows filled with laughter, color & mystery. Cindini has the experience and the magic touch to make your event run smoothly, ensuring it is a success.

EXHIBIT

B17/P1

~~01/02~~



CCD Summer 2009

CINCINNATI
COUNTRY DAY
SCHOOL

EXHIBIT
B 17/P 2

~~Page 2~~

GENERAL INFORMATION

Summer camps and programs are located on Cincinnati Country Day School's beautiful 62-acre campus. The campus features expansive athletic fields, woods, two gymnasiums, 25-meter 6-lane swimming pool, performing arts theater, all-weather track, tennis courts, 3 multi-age playgrounds, climbing wall, and dining facility. For a campus map, visit www.countryday.net/go/directions.

- Class sizes are limited.
- A \$25 non-refundable registration fee is required of all participants.
- All camp and program fees are due in full at registration.
- Checks should be made payable to CCDS.
- MasterCard and Visa are accepted.
- Registration confirmations will be emailed or mailed prior to the beginning of the camp or program for which your child is registered.
- Payment will be returned only if the camp/program has the maximum number of students already registered or if the program is cancelled by CCDS.
- Refunds will only be granted if the request is made in writing to the CCDS Business Office prior to June 1, 2009. Requests made after that date will not be granted - no exceptions.
- Non-CCDS students must complete a Summer Camp Information/Release Form and students participating in the day camp or any athletic program must also have a Student Medical Authorization Form on file prior to the start of the camp. Forms are available on-line at www.countryday.net/go/summer.
- Tours and admission information for the 2009-2010 school year can be obtained by calling (513) 979-0720.
- The Lower School building and a designated area in the Dining Terrace are zoned "nut free" to accommodate those with severe nut allergies.
- Cincinnati Country Day School admits students of any sex, race, color, national and ethnic origin to all rights and privileges, programs and activities generally accorded to or made available to students at CCDS. It does not discriminate on the basis of sex, race, national and ethnic origin in administration of education policies, admission policies, athletic and other school administered programs, nor in the hiring of teachers and employees. All students and parents are to adhere to the policies, rules, and regulations of CCDS.
- For questions regarding registration for any CCDS Summer Programs, contact Sarah Walker, Director of Summer Programs at (513) 979-0365 or walkers@countryday.net

EXHIBIT
B17/P3

~~P. 13~~

FOOTBALL SKILLS CAMP - FSC

3rd - 6th Grade

Date: 6/15 - 6/19

Time: 3:30 - 5:00 p.m.

Instructor: Greg Ross & Steve Conner, CCDS Faculty & Coaching Staff

Location: CCDS Football Field

Course Fee: \$100.00

Description: Concentrate and improve technique in this fun and instructive football camp. While fostering teamwork and confidence on the field, this camp will focus on the offensive skills of passing, catching, and running with the ball. Players will learn running and passing routes and how to recognize different defenses. Defensive skills include man-to-man, zone-pass coverage, defensive stance, alignment, and technique. We will practice skills through the drills while performing daily 7 vs. 7 flag football games. Please wear gym shoes and bring a water bottle.

FOOTBALL, FUTBOL, FOOTBALL! - FFF

5th - 8th Grade

Date: 6/22 - 6/26

Time: 9:00 a.m. - Noon

Instructor: Casey Schnieber, CCDS Faculty & Coaching Staff

Location: CCDS Front Fields

Course Fee: \$125.00

Description: Campers will learn to pass and kick the balls of American football, soccer, and rugby. Basic techniques for place kicking and punting will be shown, as well as the proper passing and receiving in all three disciplines. Passing and kicking drills, touch football, touch rugby, and soccer games will improve their control over all types of footballs as well as improve their fitness and athletic confidence.

GYMNASTIC CLINIC - GC1/GC2/GC3

1st - 6th Grade

Session 1: (GC1)

Date: 6/22 - 6/26

Time: 3:30 - 5:30 p.m.

Session 2: (GC2)

Date: 6/29 - 7/2

Time: 3:30 - 6:00 p.m.

Session 3: (GC3)

Date: 7/6 - 7/10

Time: 3:30 - 5:30 p.m.

Instructor: Steve Conner, CCDS Faculty & Coach

Location: CCDS North Gymnasium - Upper Level

Course Fee: \$200.00/per session

Description: Campers will learn basic to intermediate gymnastics skills and connections on the floor, beam, bars, and vault. This camp works on flexibility and gymnastics skills that will be the building blocks for young gymnasts.

Subject: Summer Program Registration(Receipt: 1728)
Date: Wednesday, March 4, 2009 1:04 PM
From: Sarah E. Walker <walkers@countryday.net>
Reply-To: walkers@countryday.net
To: Jon Entine jon@jonentine.com
Conversation: Summer Program Registration(Receipt: 1728)

EXHIBIT
B17/P4



Thank you for your CCDSummer program registration for your child Maddie Entine, entering grade 6.

You registered for 1 programs with the following codes: FSC.

The total of \$ 125.00 will be charged to your credit card 3xxxxxxxxx4000.

Please email me with any questions or call (513) 979-0365.

Thank you again for your participation in CCDSummer 2008.

Sincerely,
Sarah E. Walker
Summer Program Director

Subject: Re: More Maddie stuff
Date: Thursday, April 2, 2009 9:29 AM
From: Jon Entine <jon@jonentine.com>
To: Ellen Turner ellen.turner@gmail.com
Conversation: More Maddie stuff

EXHIBIT
B17/P5

~~REPLY~~

Ellen,

I don't understand this new turn in your attitude. Please don't derail months of cooperation. It will hit Maddie directly.

Let's make this easy:

Confirming I will be returning Maddie sometime Monday evening 7/13. It should not effect you as she would just be with a babysitter. I will switch Wednesday with you so you have no loss in time. That's now locked in and the reservation confirmed. I'll provide the exact times. If we can't confirm this overall agreement, we will have to go back to square and just hold to the original schedules.

As for summer activity, she has chosen Camp Ernst and football. Maddie, not you, made the choice. As you wrote to me previously, you have not made plans for summer yet. You don't even have a summer schedule for swimming. She ALREADY chose football. Case closed. I'll just subtract from the money owed for health bills.

You are wrong about the SPP re: activities. Article IV A says explicitly: "During the school year Maddie shall self-determine one activity each semester as her primary non-school activity. As to this activity, both parents shall coordinate scheduling with each and support fully all lessons and events that occur during their respective parenting time. ... The cost of such activity including equipment, lessons, fees, events, rental (except horse) and clothing/shoes, shall be shared equally by the parties without set off against any other claims." So the magic schedule holds. I'll just subtract it from the medical and other bills. I will be scheduling it on your days as Maddie requested this. The SPP asks that you "coordinate scheduling". If you have any problems with the day I scheduled, get back to me with other suggestions. Otherwise

Maddie has two requests:

She wants to attend and participate in a Sunday school event on April 19th. She's really been looking forward to it, and she plays a key role in it. She'll have missed 4 of the previous 5 weeks, so it's important that she show up. I'm sure, as per the SPP, that you'll support her in this. You'd also get a chance to see her in school.

Maddie said that you want to leave for Easter Saturday 3 hours early. Please communicate these requests directly with me in the future...we can't put Maddie in the middle. I'd be glad to swap those Saturday hours with the Sunday, April 19th, even up.

Jon Entine

On 4/2/09 8:54 AM, "ellen.turner@gmail.com" <ellen.turner@gmail.com> wrote:

> Jon-
> Regarding vacation, this confirms that you and Maddie are traveling from 7/1 (your wed) and will return Maddie to me on Monday 7/13 by 9a. This includes the switched weekend of 7/11-12 and the switched 7/4 holiday.

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> She does not have a scheduled follow-up on adenoid surgery - feel free to schedule and advise of date.

> Ellen

>

EXHIBIT
R10



Merriam-Webster
Online Search

Dictionary Thesaurus Spanish/English Medical

Search

fraud



2 entries found.

fraud (noun)
wire fraud (noun)

Main Entry: fraud

Pronunciation: \frɒd\

Function: noun

Etymology: Middle English *fraude*, from Anglo-French, from Latin *fraud-*, *fraus*

Date: 14th century

1 a : **DECEIT, TRICKERY**; *specifically* : intentional perversion of truth in order to induce another to part with something of value or to surrender a legal right b : an act of deceiving or misrepresenting : **TRICK**

2 a : a person who is not what he or she pretends to be : **IMPOSTOR**; *also* : one who defrauds b : **CHEAT** c : one that is not what it seems or is represented to be

synonyms see **DECEPTION, IMPOSTURE**

Pronunciation Symbols

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fraud

Cite this page:

MLA Style

"fraud." Merriam-Webster Online Dictionary. 2010.
Merriam-Webster Online. 20 January 2010
<http://www.merriam-webster.com/dictionary/fraud>

APA Style

fraud. (2010). In Merriam-Webster Online Dictionary.
Retrieved January 20, 2010, from http://www.merriam-webster.com/dictionary/fraud

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NEW GAMES

WORLD'S LARGEST
VOCABULARY

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