

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



D86310506

Ellen L Turner
Plaintiff

Date: 12/16/2009

Case No. DR0500131

File No. E233969

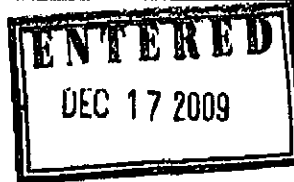
CSEA No. 7053135062

Judge Panioto

Magistrate Theile

-vs/and-

Jon H Entine
Defendant



MAGISTRATE'S C.I.P. SCHEDULING ORDER

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

IT IS HEREBY ORDERED THAT this case is continued in progress to ²⁻³⁻¹⁰ at ^{9:30} AM/PM for 2 hour(s), in the Court of Common Pleas, Division of Domestic Relations, Courtroom 2-102, 800 Broadway, Cincinnati, OH 45202, before Magistrate Theile for (type of hearing) *contingent*

Further Orders are as follows:

no further continuance

In the 20 min - rest of time to W

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

[Signature]
Magistrate

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

[Signature]
Plaintiff

[Signature]
Defendant

Other (CSEA / GAL)

[Signature]
Attorney for Plaintiff

[Signature]
Attorney for Defendant

Other (CSEA / GAL)

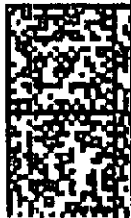
PATRICIA M. CLANCY
1000 MAIN STREET ROOM 315
CINCINNATI OH 45202
DOMESTIC RELATIONS

CERTIFIED MAIL

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\$03.410
10/23/2009
Mailed From 45202
US POSTAGE



7194 5168 6310 0474 9951



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10/23/2009 MOTION
DR0500131 D 1 WAIVER
JON ENTINE
6255 S CLIPPING DR
CINCINNATI OH 45243

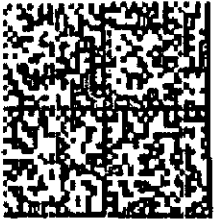
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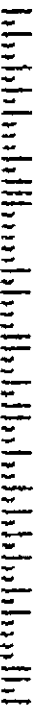
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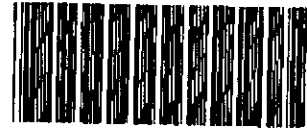
RETURN TO SENDER
UNDEFINED
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BC: 4520212855 #2215-00855-03-27

4520201285



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



D85585006

ELLEN TURNER
Plaintiff / Petitioner

Date: 10/20/2009

-vs-and-

ENTERED
OCT 23 2009

Case No. DR0500131

File No. E233969

JON H. ENTINE
Defendant / Petitioner

CSEA No.

Judge PANIOTO/THEILE

MAGISTRATE'S ORDER FOR CONTINUANCE

Whereas, Plaintiff/Defendant/Other PLAINTIFF'S COUNSEL, has(have) requested a continuance of the hearing set for 10/29/2009, 20 for the following reason(s):

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

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

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

THEREFORE, IT IS HEREBY ORDERED:

This case is hereby continued to 10-27-09 at 8:45 am/pm for 1/4 hour(s), Court of Common Pleas, Division of Domestic Relations, 800 Broadway in Courtroom 2-102 before Judge/Magistrate _____

For (type of hearing) _____

The motion for a continuance is denied.

Further Orders are as follows: set for continuance & be OK - within 4 days

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

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

Plaintiff _____
Attorney for Plaintiff Valerie M. Fryer
Defendant CAUSED - TALKED TO JIM ENOELL
Attorney for Defendant _____

Other (CSEA / GAL) _____

Other (CSEA / GAL) _____

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



ELLEN TURNER
Plaintiff / Petitioner

Date: 10/20/2009

-vs-and-



Case No. DR0500131

File No. E233969

JON H. ENTINE
Defendant / Petitioner

CSEA No.

Judge PANIOTO/THEILE

MAGISTRATE'S ORDER FOR CONTINUANCE

Whereas, Plaintiff/Defendant/Other PLAINTIFF'S COUNSEL, has(have) requested a continuance of the hearing set for 10/29/2009, 20 for the following reason(s):

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

Whereas, the complaint/petition/motion was filed on 1-11-09 and there have been _____ previous continuances;

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

THEREFORE, IT IS HEREBY ORDERED:

This case is hereby continued to 12/16/09 at 1:30 am/pm for 1 hour(s), Court of Common Pleas, Division of Domestic Relations, 800 Broadway in Courtroom 2702 before Judge/Magistrate Theile

For (type of hearing) contempt

The motion for a continuance is denied.

Further Orders are as follows: set within 45 days

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
[Signature]
Attorney for Plaintiff

Defendant
[Signature] premail
Attorney for Defendant
Other (CSEA / GAL)
Other (CSEA / GAL)

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

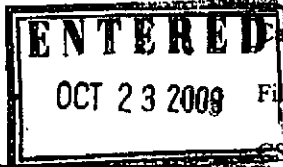


D85584997

ELLEN TURNER
Plaintiff / Petitioner

Date: 10/20/2009

-vs/and-



Case No. DR0500131

File No. E233969

JON H. ENTINE
Defendant / Petitioner

CSEA No.

Judge PANIOTO/THEILE

MAGISTRATE'S ORDER FOR CONTINUANCE

Whereas, Plaintiff/Defendant/Other PLAINTIFF'S COUNSEL, has(have) requested a continuance of the hearing set for 10/29/2009, 20 _____, for the following reason(s):

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

Whereas, the complaint/petition/motion was filed on 1-11-09 and there have been _____ previous continuances; Whereas, no other party/counsel objects to this continuance OR _____ objects to the continuance.

THEREFORE, IT IS HEREBY ORDERED:

- This case is hereby continued to 12/16/09 at 1:30 am/pm for 1 hour(s), Court of Common Pleas, Division of Domestic Relations, 800 Broadway in Courtroom 2102 before Judge/Magistrate Theile. For (type of hearing) contempt
- The motion for a continuance is denied.
- Further Orders are as follows: set within 45 days

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

SECURITY FOR COSTS IN THE SUM OF \$ 75.00
DEPOSITED BY 42625

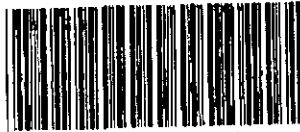
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() Chg. of Cust.
() Vis. Enforce/Mod.
(X) Sup. Enforce/Mod.
() Others

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

ELLEN L. TURNER

CASE NO. DR0500131

Plaintiff,



Judge Panioto
Magistrate Theile

v.

JON H. ENTINE

MEMORANDUM IN
OPPOSITION; MOTION TO
DISMISS; MOTION FOR
ATTORNEYS FEES

Defendant.

2009 OCT 23 9:14
FILED
PATRICIA M. CLANCY
CLERK OF COURTS
HAMILTON COUNTY, OH

Now comes Plaintiff, by and through counsel, and hereby submits the within Memorandum in Opposition to Defendant's Motion for Contempt filed September 11, 2009. Further Plaintiff moves this Court for an Order Dismissing Defendant's Motion for Contempt and an award of attorneys fees and costs involved in this matter.

MEMORANDUM IN OPPOSITION

Defendant's Motion for Contempt alleges 7 violations and/or disputes related to the parties' Shared Parenting Plan. Plaintiff's response follows the format contained in Defendant's Motion as follows:

- (1) Plaintiff's final spousal support payment to Defendant of \$3,000 was due in September, 2009. When it became clear to Plaintiff that Defendant had no intention of reimbursing her for expenses she had paid for their child, Maddie (even those he did not dispute), Plaintiff did seek extra-judicial relief. The parties have been down this path before over disputed expenses. In the interests of avoiding protracted litigation and wasting the Court's valuable time over nominal amounts of money, Plaintiff reconciled both parties' expenses submitted (and sent the detail with explanations and backup paperwork to Defendant) and paid the net amount to Defendant. This is actually to Defendant's benefit, as his taxable spousal support income for the month of September has been reduced:

It appears from Defendant's Motion that he contests expenses submitted by Plaintiff to him totaling approximately \$370.00. The possible total amount in controversy is a little over \$1,100. Having litigated this case over the course of the past 4+ years, it would not be unrealistic for this case to consume a full day on the Court's docket. It

would not be unrealistic for Plaintiff to incur in excess of \$3,500 for representation. Plaintiff is gainfully employed and would lose time away from work in litigation. It simply did not make sense for Plaintiff to file a motion over \$1,113.56 and incur legal fees of \$3,500, time away from work at an estimated \$1,000 when she could simply reconcile the expenses from the final spousal support payment.

In addition, Plaintiff did attempt to resolve this matter through the mediation process to no avail. As evidenced from Defendant's Motion, Defendant remains very accusatory, hostile and angry toward Plaintiff. He falsely accuses Plaintiff of committing "fraud" (which he ridiculously thinks this Court can address) and having "pocketed/stole" money. His correspondence of late with Plaintiff concludes with comments such as "Shame on you" and "You are not a nice person". Plaintiff's self-help measures to reconcile expenses is certainly understandable in light of Defendant's hostile threats. The fact that the Decree does not expressly allow deduction of other expenses from a spousal support payment does not make this "illegal activity" or give rise to a contempt finding in light of the circumstances.

- (2) See same as above. Defendant does not raise a new issue in this charge.
- (3) As soon as Plaintiff discovered her mistake, she rectified it and created a new reconciliation with the insurance reimbursements credited to her. (See Plaintiff's Exhibit #1). This document was given to Defendant PRIOR to his filing of the Motion for Contempt. It is clear from this that Plaintiff rectified the mistake and credited herself with receipt of the insurance reimbursements. In spite of this, Defendant alleges she is in contempt of court and has "committed fraud" and should be punished accordingly. There is no wrong-doing and no violation of any provisions set forth in the Shared Parenting Plan.

Defendant also complains in this section of his Motion for Contempt that Plaintiff disputed a \$30 charge submitted by Defendant. He seeks reimbursement of \$15.00. He then claims that Plaintiff did not submit evidence that a blood test charge was submitted to insurance. There is no provision in the Plan requiring Plaintiff to jump through these hoops and provide such evidence. This is another of Defendant's attempts to create rules that don't exist in an effort to avoid his financial obligations. Plaintiff acknowledges that she made a mathematical mistake regarding the \$30 charge and will reimburse Defendant \$15.00.

- (4) It appears from this section that Defendant acknowledges Maddie had a change in vision requiring new lenses. Plaintiff never received any indication AHEAD OF TIME that Defendant objected to the purchase of new glasses with the new prescription. Defendant objected to the inclusion of new frames AFTER they were ordered. Maddie is a growing girl. Glasses that fit her face/frame 9 months ago were

too small for her. Furthermore, there is very little cost differential between new lenses versus new lenses and frames. The eye exam and glasses cost \$198.28 total. This is not an outrageous, extravagant expense. New frames were a total of \$77.00 and Defendant's share is \$38.00).

Defendant next argues that Plaintiff did not submit receipts for the French Horn lessons and states that she, again, committed fraud. However, Plaintiff did submit credit card statements showing the monthly charge to Buddy Rogers for the French Horn was \$63.90 per month. (See Plaintiff's Exhibit #2).

Defendant also complains that Plaintiff should not be permitted to include expenses in the reconciliation incurred after June 30, 2009 and she has to wait a year for reimbursement/reconciliation. The Plan does not explicitly state this and Defendant's interpretation would be patently unfair. What if Maddie were to require braces and the initial down payment is \$2,500? Just because the expense falls in September, for example, shouldn't preclude the parent advancing the cost to seek reimbursement upon proof of payment.

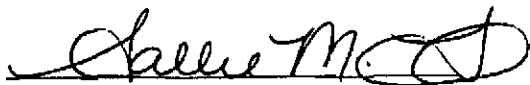
- (5) Defendant alleges that Plaintiff has not contributed to Maddie's magic lessons. She did not do so, as this was not within the category of a shared expense.
- (6) Defendant alleges that Plaintiff should contribute to football camp (\$62.50) and he should not have to pay \$25 for a competitive team uniform. The Plan addresses both of these expenses.
- (7) Defendant seeks a finding of contempt for, among other things, "committing fraud". This is outright malicious.

MOTION TO DISMISS; MOTION FOR ATTORNEYS FEES AND EXPENSES

Finally, Plaintiff moves this Court for an Order Dismissing Defendant's Motion and an award of attorneys fees and expenses incurred in defending this action. It is anticipated that Plaintiff will incur fees and expenses (time away from work) in excess of \$5,000 defending this action. Counsel for Plaintiff's hourly rate for in-court time is the same as her hourly rate for out-of-court time at \$295.00 per hour. The case is complicated by Defendant's accusations that Plaintiff has committed a "fraud" and somehow engages in illegal activity. Plaintiff's counsel has been in practice for 20 years and has extensive experience in domestic relations cases. Evidence regarding the parties' respective income and expenses will be further adduced at a full hearing on this Motion.

WHEREFORE, it is respectfully requested that this Court issue an Order Dismissing Defendant's Motion for Contempt and an Award of Attorneys Fees and Expenses and any and all other relief as may be just and proper.

Respectfully submitted,



SALLEE M. FRY/0042625
Attorney for Plaintiff
2345 Ashland Avenue
Cincinnati, Ohio 45206
Telephone No. 513-421-6000
Fax No.. 513-9763-3522
postmaster@salleeatlaw.com

NOTICE OF HEARING

Please take notice that the foregoing Motion will be heard on the 10-27-09 commencing at 8:45 AM before the Honorable Magistrate Theile of the Hamilton County Domestic Relations Court, located on the second floor, 800 Broadway, Cincinnati, Ohio 45202.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing motion has been served via certified mail through the court on this 22 day of OCT, 2009 on Defendant, Jon Entine, 6255 S. Clippinger Dr, Cincinnati, Ohio 45243.



1a

Maddie's Medical Expenses 1/1/09 - 7/1/09 as of 8/28/09

Insurance Paid by Ellen:

1/1/09 - 7/1/09 = 13 paychecks x \$80.09/paychceck = \$1041.17

Out-of-Pocket Paid by Ellen:

2/6	co-pay @ Children's	\$20	
4/11	co-pay @ Dr Messer	\$20	
4/17	Nasal Meds/CVS	\$20	
5/9	co-pay @ Dr Messer	\$40	
5/21	co-pay @ Dr Schainost	\$20	
5/23	Nasal Meds/CVS	\$69.53	
6/1	Surgery	\$1157.59	
6/1	Blood Test/mastercard	\$129	
6/22	co-pay @ Dr Schainost	\$20	
Total O-O-P Paid by Ellen			\$1496.12

Anthem Reimbursements - 2009

1/8	\$61.69		
2/26	\$61.69		
4/2	\$61.69		
5/14	\$61.69		
Total Paid to Ellen/reduces Medical Expenses			<246.76>

SUBTOTAL PAID BY ELLEN 1 - 7/1/09 \$2290.53

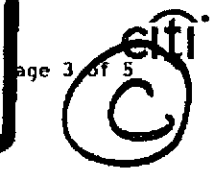
Eye Exam + New Glasses for Maddie/Ellen paid (8/09) \$198.28

TOTAL MEDICAL PAID BY ELLEN \$2488.81

MEDICAL SUMMARY - 1/1/09 - 7/1/09

Ellen Paid:	\$2488.81	
Jon Paid:	\$ 261.69	* from his 8/20 email to me
Net Difference	\$2227.12	Paid by Ellen
<u>Jon Owes Ellen</u>	<u>\$1113.56</u>	(50% of above)

ELLEN L TURNER
 TURNER & ASSOCIATES
 Business Account [REDACTED]
 November 26 - December 26, 2008



NNNN - NNNN - NNNN - YNNY
 147023610012220002

BUSINESS ACCOUNT SUMMARY

Business Payments, Credits and Adjustments

TURNER & ASSOCIATES

Trans	Post	Description	Amount
	12/16	PAYMENT THANK YOU	[REDACTED]
Total Business Payments, Credits and Adjustments			

Business Activity

Purchases

Standard Purch	Trans	Post	Description	Amount
		12/26	FOREIGN TRANSACTION FEE*FINANCE CHARGE	\$0.76
Total Standard Purch				\$0.76

Finance Charge Summary

	Nominal APR	Periodic FINANCE CHARGE	Transaction Fee/FINANCE CHARGE
PURCHASES			
Standard Purch	13.240%	\$0.00	\$0.76
CASH ADVANCES			
Standard Adv	19.990%	\$0.00	\$0.00
Total FINANCE CHARGE			\$0.76

CARDHOLDER SUMMARY

Cardholder Activity

Cardholder	Account Number	Amount
ELLEN L TURNER	[REDACTED]	[REDACTED]

Transaction Activity

ELLEN L TURNER	Account Number	5588 3285 0040 9778
Employee Credit Line		\$40,400
Employee Cash Advance Limit		\$33,700

Credits, Fees and Adjustments

Trans	Post	Description	Amount
12/19	12/19	KOHL'S #0216 CINCINNATI OH	\$37.26
Total Credits, Fees and Adjustments			\$37.26

Purchases

Standard Purch	Trans	Post	Description	Amount
	11/25	11/27	CVS PHARMACY #6094 Q03 MONTGOMERY OH	\$16.81
	11/26	11/27	AMZ*Amazon Payments AMZN.COM/BILL WA	\$18.99
	11/26	11/27	KROGER #440 CINCINNATI OH	\$37.22
	11/27	11/27	APL*ITUNES 866-712-7753 CA	\$0.99
	11/28	11/28	KROGER #402 MADEIRA OH	\$8.20
	11/30	11/30	KROGER #402 MADEIRA OH	\$56.53
	11/30	11/30	ALLYBEADS MILFORD OH	\$78.54
	12/03	12/03	TIMOTHY'S A SPA CINCINNATI OH	\$55.00
	12/03	12/03	FRESH MKT-075 SYCA CINCINNATI OH	\$90.07
	12/03	12/03	NATIONAL CITY MORTGAGE MIAMISBURG OH	\$325.00
	12/05	12/05	Amazon.com AMZN.COM/BILL WA	\$41.36
	12/05	12/05	TOYS R US #8930 KENWOOD OH	\$24.46
	12/06	12/06	KROGER #402 MADEIRA OH	\$35.12
	12/06	12/06	DELUXE NAILS ON CAMARG CINCINNATI OH	\$70.00
	12/09	12/09	CVS PHARMACY #6103 Q03 CINCINNATI OH	\$15.45
	12/09	12/09	BUDDY ROGERS' MUSIC CINCINNATI OH	\$63.90
	12/11	12/11	CVS PHARMACY #6103 Q03 CINCINNATI OH	\$16.18
	12/11	12/11	KITZMILLER SKIN CARE CINCINNATI OH	\$20.00
	12/13	12/13	SPINTOP GAMES VANCOUVER CAN	\$19.99
	12/13	12/13	SWIMVILLE USA LOUISVILLE KY	\$43.88
	12/14	12/14	APL*ITUNES 866-712-7753 CA	\$0.99
	12/14	12/14	CLAIRE'S BOUTIQUES 569 CINCINNATI OH	\$28.22
	12/14	12/14	C O BIGELOW #2064 CINCINNATI OH	\$63.90
	12/15	12/15	TPP MADEIRA FAM PRC CINCINNATI OH	\$20.00
	12/16	12/16	BODEN *LLC 866-206-9508 DE	\$74.00
	12/18	12/18	FRAME HOUSE GALLERY CINCINNATI OH	\$241.49
	12/19	12/19	KOHL'S #0216 CINCINNATI OH	\$16.19
	12/19	12/19	PINK BOX INC I CINCINNATI OH	\$277.97
	12/20	12/20	DSW SHOE WAREH00291773 CINCINNATI OH	\$24.44
	12/20	12/20	STRIDE RITE #1255 CINCINNATI OH	\$37.22

Fr. Horn

ELLEN L TURNER
 TURNER & ASSOCIATES
 Business Account [REDACTED]
 October 28 - November 26, 2008

NNNN-NNNN-NNNN-NNNN
 147023310013250002

BUSINESS ACCOUNT SUMMARY

Business Payments, Credits and Adjustments

TURNER & ASSOCIATES

Trans	Post	Description	Amount
	11/13	PAYMENT THANK YOU	[REDACTED]
Total Business Payments, Credits and Adjustments			

Business Activity

Purchases

Standard Purch		Description	Amount
Trans	Post		
	11/26	FOREIGN TRANSACTION FEE*FINANCE CHARGE	\$0.17
Total Standard Purch			\$0.17

Business Fees

Purchases

Standard Purch		Description	Amount
Trans	Post		
	11/26	MEMBERSHIP FEE NOV 08-OCT 09 SEE REVERSE FOR MORE RENEWAL INFORMATION	\$50.00
Total Standard Purch			\$50.00

Finance Charge Summary

	Nominal APR	Periodic FINANCE CHARGE	Transaction Fee/FINANCE CHARGE
PURCHASES			
Standard Purch	13.990%	\$0.00	\$0.17
CASH ADVANCES			
Standard Adv	19.990%	\$0.00	\$0.00
Total FINANCE CHARGE			\$0.17

CARDHOLDER SUMMARY

Cardholder Activity

Cardholder	Account Number	Amount
ELLEN L TURNER	[REDACTED]	[REDACTED]

Transaction Activity

ELLEN L TURNER	Account Number 5588 3295 0040 9778
Employee Credit Line	\$40,400
Employee Cash Advance Limit	\$33,700

Purchases

Standard Purch		Description	Amount
Trans	Post		
10/28	10/29	KROGER #402 MADEIRA OH	\$20.01
10/28	10/29	TRADER JOE'S #669 CINCINNATI OH	\$70.88
11/01	11/01	KROGER #402 MADEIRA OH	\$10.89
11/01	11/01	DELUXE NAILS ON CAMARG CINCINNATI OH	\$69.77
11/02	11/02	KROGER #402 MADEIRA OH	\$36.63
11/03	11/03	CVS PHARMACY #6103 Q03 CINCINNATI OH	\$8.50
11/03	11/03	ANTHROPOLOGIE #0424 CINCINNATI OH	\$93.72
11/06	11/06	TIMOTHY'S A SPA CINCINNATI OH	\$38.00
11/08	11/08	KROGER #402 MADEIRA OH	\$45.48
11/08	11/08	ALLYBEADS MILFORD OH	\$115.98
11/09	11/09	TOYS R US #8930 KENWOOD OH	\$19.16
11/09	11/09	CVS PHARMACY #6103 Q03 CINCINNATI OH	\$20.29
11/09	11/09	BARNES & NOBLE #261090 CINCINNATI OH	\$73.02
11/09	11/09	GRAETERS80 CINCINNATI OH	\$80.00
11/09	11/09	GRAETERS80 CINCINNATI OH	\$80.00
11/10	11/10	BUDDY ROGERS MUSIC CINCINNATI OH	\$63.90
11/11	11/11	THE GEORGE MEYER CO. CINCINNATI OH	\$36.87
11/11	11/11	THE GEORGE MEYER CO. CINCINNATI OH	\$59.04
11/12	11/12	MICHAELS #9853 CINCINNATI OH	\$20.71
11/12	11/12	CVS PHARMACY #6103 Q03 CINCINNATI OH	\$18.50
11/15	11/15	#20 BRIO NEWPORT NEWPORT KY	\$48.35
11/16	11/16	KROGER #402 MADEIRA OH	\$57.57
11/16	11/16	ED HILL DIAMONDS & GLD LANCASTER OH	\$300.86
11/17	11/17	ZAP*ZAPPOS.COM 888-492-7767 NV	\$206.00
11/18	11/18	ALLYBEADS MILFORD OH	\$50.85
11/19	11/19	KROGER #402 MADEIRA OH	\$114.60

PATRICIA M. CLANCY
1000 MAIN STREET ROOM 315
CINCINNATI OH 45202
DOMESTIC RELATIONS

CERTIFIED MAIL

Return to Sender 



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09/14/2009
US POSTAGE



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SEP 28 2009

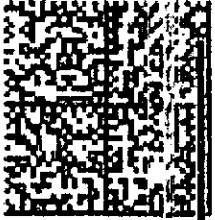
Return refused

09/14/2009 MOTION
DR0500131 P1 WAIVER
ELLEN TURNER
6720 CAMARIDGE LN
CINCINNATI OH 45243

REFUSED
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SECURITY FOR COSTS IN THE SUM OF \$ 75.00
DEPOSITED BY J. Entine

September 11, 2009

Case No. DR0500131

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

Vs.

Ellen Turner
6720 Camaridge Lane
Cincinnati, OH 45243

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

(1) Motion to find Turner in contempt for violation of the Final Separation Agreement, Article IV-4.1-A, payment of spousal support

All issues in this filing arose out of dispute over medical expenses, school expenses, and activity expenses submitted in early July 2009. As per Article XVI-A, when the dispute first arose, Entine requested mediation; Turner agreed. No settlement was reached. According to FSA on Spousal Support, "Wife shall pay directly to Husband, as and for Class I Spousal Support, the sum of \$3,000 per month..." ending with the September 2009 payment. Instead on 9/1/09, Turner paid \$1886.44, subtracting \$1,113.56, what she believed she was owed in outstanding expenses covered under the SPP. There is no provision in the FSA or the SPP authorizing Turner to subtract any money for any reason from the scheduled support payment. Moreover, the money subtracted was and is in dispute and is itself the subject of contempt motions of the Shared Parenting Plan.

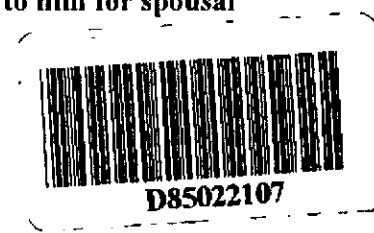
Entine asks the Court to order Turner to pay the \$1,13.56 owed to him for spousal support for the month of September.

(2) Motion to find Turner in contempt for violation of the Shared Parenting Plan's Alternative Dispute Resolution, Article XVI-A and Article XVI-B.

After mediation failed, Turner ignored repeated requests by Entine to negotiate a settlement by email, phone or in person. Instead, on August 29th, Turner unilaterally subtracted from the September spousal support payment (in violation of the Final Separation Agreement (FSA)--see Motion 1) the money that she believed she was owed in outstanding expenses. There is no provision in either the FSA or the SPP for such a resolution of a dispute. In fact, Turner was required by Article VI-B and Article XX-A to resolve the issue of outstanding expenses through Alternative Dispute Resolution. The next step was to take the dispute to the Magistrate, not to resolve it unilaterally.

Entine asks the Court to order Turner to pay the \$1,13.56 owed to him for spousal support for the month of September.

2009 SEP 11 A 10:25
PATRICIA H. CLAWNSKY
CLERK OF COURTS
HAMILTON COUNTY, OH



(3) Motion to find Turner in contempt for violation of Article VI-B, Article VI-C, and Article XX of the SPP as regards to payment for Maddie's medical expenses and psychological counseling, and for committing fraud.

Madeleine was (and is) receiving psychological counseling under Turner's insurance coverage that commenced on August 1, 2008. Since that time, Turner received insurance reimbursement of \$61.69 for each visit to Maddie's psychologist—money intended for the psychologist. Turner pocketed/stole the money by not disclosing those reimbursements to Entine (who paid psychologist in full), which violated Article VI-C and Article XX. Turner also twice presented Entine fraudulent summaries of medical expenses—in January 2009 and again in July 2009—that did not disclose that the insurance company had paid her the reimbursements.

As required under the SPP, Entine submitted to Turner on July 1, 2009 documentation for medical bills totaling \$291.69, with Turner owing 50%, \$145.85. Turner unilaterally reduced what the total figure by \$30 and what she owed by \$15.

In Turner's early July submission to Entine to settle medical costs, Turner claimed deductions for a 6/1/2009 bill labeled "Blood test/mastercard"; Turner supplied no evidence that this expense was submitted to insurance for reimbursement, and charged the entire bill to medical expenses, when it fact insurance would have covered a partial reimbursement.

Entine asks the Court to order Turner to repay him for all outstanding reimbursements for psychological counseling that were reimbursed to her by insurance for sessions Entine supervised with daughter Madeleine, but which Turner pocketed.

Entine asks the Court to order Turner to pay Entine in full for his share of medical expenses—she owes an additional \$15.

Entine asks the Court to reimburse Entine for his portion of the blood test charge (50% of \$129=\$64.50) and that Turner be ordered to submit bill to insurance for reimbursement, after which Entine will pay his share.

(4) Motion to find Turner in contempt for violation of Article XX, Reimbursement of Shared Expenses, for charging for shared expenses that occurred after June 30, 2009, which is not within the annual time frame set out in the SPP agreement.

According to Article XX, parties shall resolve outstanding shared expenses once per year on a July 1-June 30 annual basis—a schedule specifically requested by Turner during the drawing up of the SPP. In early July 2009, Turner submitted her outstanding expenses--which are in dispute and are the subject of numerous motions in this filing. Unilaterally

deciding to resolve this dispute, on August 29, 2009 Turner submitted an amended claim that added expenses that she claimed occurred after June 30, 2009. That is explicitly not allowed under Article XX, as the new payment year begins each July 1.

The two things Turner subtracted in her unilateral handling of the dispute—totaling \$258.89—are also in dispute, although they should be addressed in 2010 as per the SPP. Turner billed Entine for Vera Bradley designer eyeglasses bought for Maddie that Maddie did not need; Entine had informed Turner in an email that he would not pay for new eyeglasses, as Maddie's eyeglasses were only 9 months old and she only needed new lenses, which Entine indicated he would share in the cost of; Turner purchased new glasses instead of just getting new lenses, and then charged Entine.

Turner also charged Entine for the rental of a French Horn, which Entine had previously paid for in January 2009, when Entine and Turner settled outstanding expenses for 2008 and for some issues through June 2009. Turner also did not submit a receipt for the alleged French Horn rental. Turner acknowledged over the phone that she had mis-billed Entine, and that he had previously paid for the bulk of the French Horn lessons, but she has not repaid him for that fraudulent deduction.

Entine asks the Court to order Turner to repay Entine \$258.89 (part of disputed \$1,113.56 established in Motion 1) for the disputed cost of Entine's share of the eyeglasses and French Horn lessons.

Entine asks Court to order Turner to submit shared expenses incurred after June 30, 2009 under the provisions laid out in the SPP, in July 2010.

(5) Motion to find Turner in contempt for violations of Article IV-A: non-payment of extra-curricular activities; unwillingness to coordinate scheduling

Madeleine participated in swimming during fall and early winter 2008, until February 8, 2009, after which she did not participate in any practices or meets. She subsequently scheduled magic as her next activity. She had no other spring activities. She took six magic lessons into June, costing Entine \$500. Under Article IV-A, "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 other claims by a parent for monies owed by the others." Turner violated that clause. Article IV-A also states, "both parents shall coordinate scheduling with each other and support fully all lessons and events that occur during their respective parenting times, including transportation. Turner refused to coordinate scheduling and in fact refused to take Maddie to any magic lessons.

Entine asks the Court to order Turner repay Entine one half of the \$500 cost of the magic lessons, \$250, as it was Maddie's only spring activity.

(6) Motion to find Turner in contempt for violation of Article III-B and Article XX-B: non-payment of extra-curricular activities; unwillingness to coordinate scheduling

Madeleine has the sole discretion to select up to two activities during the summer. Both parents agree that her first choice for her summer activity was overnight camp. A dispute arose over her second summer activity. In order, by when Madeleine signed up to participate in each activity, Maddie first chose overnight camp in February and then, in late March, touch football camp (for the 2nd year in a row) at a cost of \$125. In mid-May, Turner signed her up for the swim team, which cost nothing, at the country club Turner belongs to, Turner refused to pay her share of football camp as required by Article III-B. Moreover, Turner charged Entine \$50 for the cost of a bathing suit for swimming and subtracted it in her unilateral settlement of activity costs. Turner deserves no reimbursement for this bathing suit or any activities that she scheduled for Maddie for the summer (Entine paid for magic lessons for the summer and Turner, during her vacation with Maddie, paid for tennis lessons, reimbursement of which fall outside the provisions of Article III-B).

Entine asks the court to order Turner to pay her share of football camp (50% of \$125= \$62.50).

Entine asks that the Court order Turner to reimburse Entine for the cost of the bathing suit (50% of \$50=\$25) that Turner charged him in her unilateral settlement of activity expenses.

(7) Motion to find Turner in contempt for systematically violating both Final Separation Agreement and numerous articles in the Shared Parenting Plan, including Article XX, and for committing fraud.

Entine asks the Court under Article XXI-C to consider a finding of contempt against Turner consisting of "incarceration, a \$250 to \$1000 fine, and an award of the moving party's attorney fees and costs."

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

Plaintiff / Petitioner

Date: _____

-vs/and-

Case No. _____

File No. _____

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 ELLEN TURNER

Address 6720 CAMBRIDGE LANE

City CIN, State OH, Zip Code 45243

On this date: 9/11/09

NOTICE OF HEARING

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

10/29/09 at (time) 10⁰⁰ AM before

Judge/Magistrate Heile in

Room 2-102. Said hearing will take place at 800 Broadway, Cincinnati, Ohio.

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

ION ENTINE

CASE NO. DR0500131

-vs-

WRITTEN REQUEST FOR SERVICE
(TYPE OF PAPERS BEING SERVED)

ELLEN TURNER

MOTION

PLAINTIFF / DEFENDANT REQUESTS:

CERTIFIED MAIL SERVICE

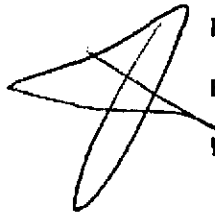
PERSONAL SERVICE

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FOREIGN SHERIFF



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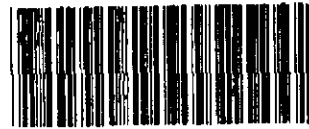
LIST NAME AND ADDRESS OF PERSON(S) TO BE SERVED

ELLEN TURNER
6720 CAMARIDGE LANE
CIN OH 45243

FILED

2009 SEP 11 AM 10:27

PATRICIA M. CLANCEY
CLERK OF COURTS
HAMILTON COUNTY, OH



D85029751

[Signature]
SIGNATURE

PHONE NUMBER

ADDRESS

ATTORNEY NUMBER

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

7/29/08

OK -
no change in support
CT

ELLEN TURNER

Plaintiff

CASE NO. DRO500131

FILE NO. E233969

CSEA NO.

COSTS PAID
GREGORY HARTMANN
CLERK OF THE COURT OF COMMON PLEAS

Vs.

JON ENTINE

Defendant

JUDGE PANIOTO

MAGISTRATE THEILE

MODIFIED SHARED

PARENTING PLAN

DEC 08, 2008
Gregory Hartmann
DEPUTY CLERK
CINCINNATI, OHIO

11-14-08
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The parties hereto, ELLEN TURNER, Plaintiff, hereinafter referred to as "Mother" and JON ENTINE, Defendant, hereinafter referred to as "Father", are the parents of MADELEINE ENTINE, born May 22, 1998.

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

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

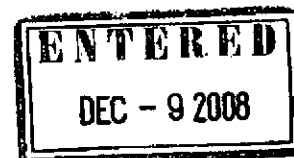
Both parents have given considerable thought to the question of parental rights and responsibilities, and the manner in which the best interests of the minor child may be served. In furtherance of these interests, they have concluded that the parents should share the legal responsibility of the care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

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

In the exercise of their shared rights and responsibilities, the parents shall discuss and cooperate on matters pertaining to health, education, and general welfare, acknowledging that the general well-being of the minor child is of paramount importance to them. And, therefore, both parents shall abide by the spirit of this Plan as well as its written provisions insofar as the welfare of the minor child is concerned.



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

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

ARTICLE I. PHYSICAL LIVING ARRANGEMENTS

A. Each parent shall be designated the residential parent and legal custodian of the parties' minor child, MADELEINE ENTINE, born May 22, 1998, regardless of where the child is physically located or with whom the child is residing at a particular time, as specified in this Order. For purposes of this Plan, Mother's residence shall be 6720 Camaridge Ln., Cincinnati, Ohio 45243 and Father's residence shall be 6255 S. Clippinger Drive, Cincinnati, Ohio 45243.

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

(1) Mother shall begin her parenting time on Monday at the conclusion of the school day or, during the summer, at 9:00 AM Monday morning. Mother's time allocation shall continue until Wednesday at the beginning of the school day or, during the summer, at 9:00 AM Wednesday morning.

(2) Father shall begin his parenting time on Wednesday at the conclusion of the school day or, during the summer, at 9:00 AM Wednesday morning. Father's time allocation shall continue until Friday at the beginning of the school day or, during the summer, at 9:00 AM Friday morning.

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(3) The parents will alternate weekends with Maddie, beginning on Friday at the conclusion of the school day, day care or camp, or at 4:00 PM if it is a non-school/camp day and continuing to Monday at the commencement of the school day, day care or camp, or to 4:00 PM if Monday is a no-school/camp day.

C. Neither parent shall be more than 10 minutes late in for the beginning of their time allocation. Repeated tardiness may be the subject of sanctions, as determined pursuant to the provisions of Article XVI of this Plan.

D. The parents anticipate that they will occasionally require temporary modifications of the above parenting schedule. In the event a temporary modification occurs by agreement of the parents, the parents understand and acknowledge that there is no requirement that "make up" dates or "swapping" for the missed parenting time must occur.

E. Unless otherwise agreed upon by the parties, each parent will drop off Maddie at the beginning of their respective parenting times. Most transitions will occur at school, day care or camp. If none of those apply during the designated transition times, then transitions will occur at home. Each parent shall be responsible to transport Maddie to her scheduled, non-religious activities during his or her parenting time. The parties will not utilize a third party with whom their child is not familiar to provide transportation unless otherwise agreed upon.

F. In the event either party is going to be away from Maddie during his or her scheduled parenting time for an overnight, the away parent must offer the other parent the option to spend this time with Maddie. Subject to the provisions of Sections III. B. and IV. A., below, the parent accepting responsibility for substitute child care shall have full parenting discretion. If the other parent declines to accept responsibility for Maddie, the parent in residence (but away overnight) is responsible for childcare. The childcare provider overseeing Maddie overnight shall be a responsible adult over 21 years of age. As soon as the parent in residence is aware of the need to be away from Maddie overnight, that parent shall notify the other parent within 24 hours by both email and cell phone. A parent who cannot pick up Maddie from the other parent before 9:00 PM shall forfeit the opportunity for overnight parenting.

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

H. If a parent requires substitute child care for Maddie due to an emergency, Maddie's illness, or during a school closed day or teacher in service day, the other parent must be given first option to provide substitute care. If the other parent declines to provide substitute care, the parent with whom Maddie is residing will promptly by phone inform the other parent of the name and contact number of the person who will be providing the substitute care.

I. Each parent shall adhere to the policies, rules, and procedures of any school, day care center, or camp attended by Maddie. Either parent may provide a copy of this Plan or modification thereof to the school, day care center, or camp. This provision does not apply to private, in-home childcare.

J. Mother has purchased Maddie's cell phone and added it to Mother's AT&T plan. The parties shall pay for the cost of Maddie's share of Mother's plan in alternating years, Father in odd years and Mother in even. In odd years, Father shall reimburse Mother within 15 days of his being provided with a copy or copies of Maddie's monthly billing statement(s). In the alternative, and provided that he receives a copy or copies of Maddie's monthly billing statement(s), Father may opt to prepay all or part of the annual costs by advance payment to Mother. For 2008, the estimated monthly charges will be approximately \$25 per month.

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

L. Maddie shall have sole discretion to determine what, if anything, of her clothes, shoes, games, toys, electronic equipment, and other items of personal property are to go back and forth between her two homes, without interference or coercion from either parent. If both parents are away from Maddie overnight during regular parenting time, the parent regularly having responsibility for Maddie on that night shall be responsible for providing Maddie with

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appropriate clothing, pajamas, and toiletries for all overnights for which that parent would otherwise be responsible.

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

N. Cell Phone

1. Each parent shall allow Maddie the use of her cell phone, wherever she may be. Calls to Maddie shall be returned or not at her own discretion except in the event of a true emergency or immediately impending change of schedule, in which case Maddie shall return the call as soon as she is able to reasonably do so. Neither parent shall restrict Maddie in her normal use of the cell phone (including texting and other features) provided that such use does not unreasonably interfere with her scholastics or scheduled activities.

2. Should Mother decide to change to a plan that is more expensive she shall give Father reasonable notice of not less than 10 days. If the parents cannot reach a mutual decision the matter shall be referred to the parties shall submit to Alternative Dispute Resolution pursuant to Article before Maddie's plan is changed.

3. There shall be no set off of Father's payment obligations in odd years against monies allegedly owed by Mother to Father for other obligations, whether or not those "other obligations" are set forth in this Plan.

4. The parents shall refrain from calling the other on their cell phones during work hours unless it is a true emergency or immediate transportation issue.

5. To the extent permitted by law Maddie's telephone expenses may be used by either parent to defray income tax obligations.

O. Each parent shall always provide the other's name, address, and cell phone number as the child's parent to all professionals, schools, religious, and other institutions so that any written record of the child shall contain each party's name, address, and telephone number as parent, and no other in such capacity. Instructions shall be given that both parents receive all notices and have access to all records.

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P. Each parent is individually responsible for establishing a direct relationship with the school staff, teachers, coaches, instructors, wellness caregivers, tutors, families of friends, and other individuals directly involved in the lives of the children, in order that each parent may stay fully informed about their health, assignments, projects, activities, special events, other occasions, and their general welfare, without relying upon the other parent to provide such information.

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

ARTICLE II: WINTER BREAK, SPRING BREAK, AND HOLIDAYS

A. WINTER BREAK

1. Maddie's Winter Break (Break period) from school is defined as from the first overnight on the day school ends until the morning Maddie returns to school. The Break period shall be divided between the parents on the basis of overnights so that the time spent by Maddie with each parent is approximately equal. With the exceptions set forth below, Mother shall generally have the first half of the Break period and Father shall have the second half.

2. Maddie shall always spend Christmas Eve and Christmas Day with Mother as part of her Break period. In years 2010 and 2015, when Christmas Day is the last day of the first half of the Break period, then it shall also include the overnight on December 25th and Mother shall drop off Maddie no later than 9:00 AM on December 26th.

3. The exceptions to the first half/second half schedule shall be as follows:

- a. In 2008 Maddie will be with Father from Sunday, December 21 (first night of Hanukkah) at 3:30 PM until the following morning at 9:00 AM.
- b. In 2009 Maddie will be with Father from after school on Friday, December 18 until the following morning at 9:00 AM. Mother shall thereafter have parenting time until December 26 at 9:00 AM.
- c. In 2010 Maddie will be with Father from Friday, December 17 until the following morning

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at 9:00 AM. Mother shall thereafter have parenting time until December 26 at 9:00 AM.

d. In 2011 Maddie will be with Father from Friday, December 16 until December 24 at 1:00 PM. Mother shall thereafter have parenting time until Maddie returns to school. If Winter Break begins later than December 16th then the parents shall coordinate the Break period in accordance with the spirit of this Section II.A.

3. With the exception of those years specifically noted above, if there are is an odd number of overnights during the Break period, then Maddie shall determine the parent with whom the extra overnight shall be spent.. In any event the Break period continues until redelivery to school at the end of the Break period.

4. No special provisions will be made for Hanukkah if it falls during Mother's Break period. If either or both of the first or last night of Hanukkah falls outside of the Winter Break schedule set forth above, then Father shall be entitled to parenting time, at his option, on either or both of those nights with Maddie every year. Both the first and last nights of Hanukkah shall commence at the conclusion of school (or 3:00 PM if a no-school day) and continue until the return to school the next day or until 9:00 AM. if it is a no-school day. When Maddie reaches the age of 15 years the option to participate in either or both of these religious holidays shall rest solely with her.

B. SPRING BREAK, EASTER, and PASSOVER

1. Maddie's Spring Break (Break period) from school is defined as from the first overnight on the day school ends until the morning Maddie returns to school.

2. So long as Maddie's Break period is two weeks in length, it shall be divided between the parents on the basis of overnights. In even numbered years Mother shall have the first eight overnights of the Break period and Father shall have the remainder. In odd years Father shall have the first eight overnights. Transfer between homes shall take place no later than 9:00 PM following the 8th overnight.

3. If Maddie's Spring Break is other than 2 weeks, then the entire Break period shall be alternated each year between the parents, with Mother having even years and Father odd.

4. Easter and Passover are both family holidays of significant importance to Maddie and her extended families. If Easter falls during Father's time, including during Father's Spring Break, Mother shall have parenting time from 3:00 PM on the day before Easter until 7:00 PM on Easter Sunday. If Passover falls during Mother's time, including during Mother's Spring Break, Father shall have parenting time from 3:00 PM on the first night of Passover until 7:00 PM the following day.

5. The requirement for Maddie to spend time with her respective parents during these holidays

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shall pertain until such time until she is 15 years of age. At that time the option to participate in either or both of these religious holidays shall rest solely with Maddie.

C. THANKSGIVING BREAK

Thanksgiving Break (Break period) from school is defined as from the first overnight on the day school ends until the morning Maddie returns to school. Mother shall have parenting time with Maddie during the Break period in even years and Father in odd years.

D. ROSH HASHANAH and YOM KIPPUR

Father shall have parenting time with Maddie on Rosh Hashanah from 3:00 PM until no later than 7:00 PM the following day, and Yom Kippur from 3:00 PM until no later than 7:30 PM the following day, until she reaches the age of 15 years. At that time the option to participate in either or both of these religious holidays shall rest solely with Maddie.

E. OTHER HOLIDAYS

Unless otherwise agreed, parenting on all other holidays shall be allocated according to the Allocation of Parental Rights and Responsibilities Schedule for the Hamilton County Court of Domestic Relations, except for the 4th of July holiday which a parent may elect to include as part of a vacation period if permitted by the provisions of Article III of this Plan.

F. MADDIE'S BIRTHDAY

In odd numbered years Mother shall be responsible for arranging Maddie's primary birthday party. Father has the responsibility in even numbered years. "Primary Birthday Party" is defined as an event that includes Maddie's principal friends, so that those friends (and their parents) are not co-opted twice. The Primary Birthday Party must take place during the parenting time of the responsible parent. The non-primary parent that year is not precluded from celebrating Maddie's birthday in a way that does not conflict with the above purpose. Neither parent shall withhold Maddie from the opportunity to celebrate her birthday with the parent having primary responsibility.

ARTICLE III: VACATIONS

A. Beginning in 2009, each parent shall be entitled to spend uninterrupted vacation time with Maddie during her summer break from school. Two weekly vacations may be taken by each parent, which shall be taken in increments of at least seven overnights. As defined below, weekly

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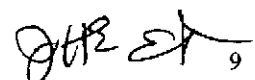
vacations may also be taken consecutively. A vacation period does not require that a parent be away from Cincinnati all or any part of the vacation time.

B. Before scheduling vacations, on or before April 1 of each year Maddie, after consulting with her parents and other trusted persons, shall have the sole discretion to select up to two summer activities lasting a minimum of five consecutive weekdays or overnights but, unless otherwise agreed by the parents, not to exceed a total of thirty weekdays or overnights in the aggregate. At Maddie's option, the selection of an activity or activities shall be in addition to the activity selected by Maddie pursuant to Section IV.A. of this Plan. The parents shall equally divide the costs pertaining to the activity or activities without set off against other monies claimed to be owed by one to the other. "Activities" shall not include periodic lessons or instruction unless they are at least five consecutive weekdays in duration. Neither parent is precluded from traveling with Maddie on that parent's regular weekend, provided: however that a parent's weekend travel or scheduled vacation shall not interfere with Maddie's two selected summer activities or her Section IV. A. events (see below). An "event" is defined as a Public Event as defined in Section IV. D. of this Plan. Notwithstanding the above language, however, Maddie may miss not more than 20% of her selected summer activities that fall within a given parent's scheduled time provided, however; that missing the activity is occasioned at Maddie's request, her illness, or for special and unusual reasons. As soon as a parent learns of the fact that Maddie will miss her activity, notice shall be posted immediately on OFW. A parent who believes that the other parent is abusing the 20% privilege may resolve the matter pursuant to Article XVI.

C. Should Maddie select as one or more of her summer activities an overnight camp that involves (including reasonable travel time) all or a part of a weekend, a parent who loses regularly scheduled weekend time shall not be entitled to compensatory time.

D. If weekly vacations are not taken consecutively, and as long as the additional days do not conflict with the scheduled summer activity or activities referenced either in III.B. or the activity referenced in IV.A., the vacationing parent may begin his or her vacation during that parent's regular time (starting on Mondays for Mother and on Wednesdays for Father) and end with resumption of the regular schedule the following week. For example, if Father begins his weekly vacation on Wednesday morning he will have 9 consecutive overnights, with return to Mother on the following week on or before 4:00 PM on Friday, which is the start of Mother's regular weekend. No weekly vacation may include the other parent's regular weekend unless otherwise agreed.

E. Consecutive weekly vacations begin no earlier than noon on Sunday of the other parent's regular weekend and end no later than noon on the Saturday two weeks hence (13 consecutive uninterrupted overnights).



F. During vacation periods, neither parent shall restrict Maddie from engaging in telephone or electronic contact with the other parent. Subject to Section I.N of this Plan, either parent may likewise contact Maddie during a vacation period. Neither parent is restricted from contacting the other regarding matters of urgency.

G. In even numbered years Father shall select his vacation time by notice to Mother no later than April 15 of that year. Mother shall do likewise by May 1. In odd numbered years the selection preference shall be reversed, with Mother selecting first using the same format.

H. As soon as any reservation is made involving an overnight trip with Maddie, that information shall be posted on the message board on OFW. No less than 48 hours before departure on a vacation or other overnight trip away from home, the parent vacationing with Maddie shall furnish the other with a specific trip itinerary, complete with flight information and the name, address, and telephone numbers of all lodging places. Maddie's passport shall travel with the vacationing parent when requested.

I. Vacation dates and activity changes may be made up to 30 days prior to the start of same so long as they do not conflict with already calendared vacations, Section IV. A. events (see below), or Maddie's selected summer activity or activities.

ARTICLE IV: EXTRA-CURRICULAR ACTIVITIES

A. 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 other and support fully all lessons and events that occur during their respective parenting times, including transportation, except that appointments with Dr. Vivian Fliman School shall take precedence. Without his consent, Father's regular time allocation during the school year may not be compromised by Maddie's selected activity until she is 15 years of age, at which time the choice on Wednesdays shall be hers. Substitute care arrangements shall be made by a parent who is unavailable to support the activity on a given parenting day so that Maddie may participate. 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 other claims by a parent for monies owed by the other. Each parent shall have full access to all events, but neither parent shall be involved in instruction or lessons when it is not their parenting time unless invited by Maddie.

B. During the school year, after consultation with her parents and other trusted persons, Maddie shall self determine the school or school-supported activities in which she would like to participate and each parent shall provide support for said activities during their parenting time, including transportation. The parents shall coordinate their schedules so as to cause the least disruption

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to Maddie's routine. Each parent acknowledges that circumstances may occasionally dictate a disproportionate division of responsibility between them in order to support a given activity. Appointments with Dr. Fliman take precedence over practices, rehearsals, or lessons. Costs for fees, equipment, lessons, or instruments, as well as other expenses reasonably incurred by Maddie for the activity shall be shared equally by the parents without set off against other claims by a parent for monies owed by the other.

C. In addition to Maddie's selection pursuant to Section IV. A., Maddie may also choose to participate in non-school activities with the support of one but not the other parent. Absent a mutual agreement, either parent at their sole expense may enroll a child in a non-school or non-religious activity that does not impact the other parent's time.

D. Each parent may attend a public event in which Maddie is involved. A "Public Event" at the present time is defined as games/events (but not practices unless they occur during allocated parenting time) related to a sport or activity in which Maddie is participating. Examples are soccer, basketball, softball, horseback riding, lacrosse, music/dance recitals, school plays and other events normally attended by parents, and camp parent's day. When either parent becomes aware that Maddie will be participating in a Public Event, that fact shall be promptly posted on the message board on OFW. The parent in residence that day will have responsibility for Maddie on that day. The other parent may also attend but shall respect the fact that the time belongs to the parent in residence by limiting contact with Maddie to brief hello's and goodbye's. The parent not in residence that day shall maintain a respectful and courteous distance from both Maddie and the other parent during the event and otherwise will not interfere with the parenting time of the residential parent. For single Public Events that are scheduled only by the parent in residence there shall be no requirement that the other parent be notified unless Maddie so directs. Should the other parent attend the above limitations and courtesies set forth above shall be exercised by the non-residential parent.

E. Both parents acknowledge that, irrespective of the activities in which Maddie may be involved, the completion of homework, projects, and special assignments are also daily activities which will require appropriate time and effort by Maddie as well as appropriate support from each parent during their respective parenting times.

ARTICLE V. SCHOOL PLACEMENT AND RELIGIOUS TRAINING

A. For the 2008-2009 school year it is agreed that Maddie shall attend Cincinnati Country Day School. So long as Dr. Fliman remains as Maddie's therapist, she is not precluded in subsequent years from making recommendations regarding Maddie's school placement should either parent make such a request. Should Maddie continue to attend CCDS through fifth grade, her

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tuition shall be paid by Mother.

B. By sixth grade or earlier, it is the parent's intent that Maddie attend public school. When Maddie attends public school, Maddie will attend public school in the school district of the parent whose high school has the highest rate of college placement, unless the parents agree otherwise. In reviewing high school college placement, the comparison shall be made only as to the actual school Maddie would be attending (e.g., compare only Walnut Hills if that is the school Maddie would attend within the Cincinnati School District). Maddie's school is a parental decision, and as such, both parties agree to refrain from lobbying on this issue with their minor child. Both parties agree to fully support whatever final decision is made.

C. Father is Jewish and Mother is Protestant. Each parent has exposed Maddie to their respective faiths and may continue to do so as they see fit, including instruction in their respective faiths by others. Until Maddie reaches the age of 15 years, neither parent shall cause or permit Maddie to undergo or experience a sacrament or confirming event of their respective faiths. Neither parent shall engage in any type of behavior that will discourage Maddie from attending the other parent's church or synagogue, or dissuade her from engaging in any activity sponsored by the other parent's church or synagogue during that parent's parenting time. Neither Hebrew school nor Sunday school is considered an "activity", and neither parent shall commit Maddie, without her consent, to any church or synagogue activity or event that impacts upon or interferes with the other parent's allocated parenting time.

ARTICLE VI. HEALTH CARE/CHILD SUPPORT, ETC.

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

B. The parties shall exchange all information regarding said medical care coverage, including but not limited to cards, brochures, pamphlets, or other written and oral information available to them. The parties shall equally share all uncovered medical, dental and mental health costs without set off against other claims by a parent for monies owed by the other... All conflicts shall be resolved by the provisions of Article XVI of this Plan.

C. Unless otherwise agreed, as in the case of Dr. Fliman, Mother and Father shall utilize in-network medical providers consistent with maximum insurance coverage. With respect to Dr.

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Fliman's costs, fees for Maddie's regular appointments shall be paid by the parent who attends with Maddie. All other costs billed by Dr. Fliman shall be shared equally, without set off against other claims by a parent for monies owed by the other.

D. Each parent shall have access to all health records of the child. All major decisions regarding the child's medical, dental, orthodontic, optical, psychological, psychiatric, pharmaceutical drugs and hospital, or physical care, attention or treatment shall be mutually discussed and agreed upon provided there is no emergency.

E. The parties shall alternate from year to year the responsibility for the scheduling of Maddie's routine wellness visits with her pediatrician and dentist. In odd numbered years it shall be Mother's responsibility and in even numbered years it shall be Father's responsibility.

F. The parent in charge of the routine dental and medical care shall post all scheduled or canceled appointments on the message board on Our Family Wizard (OFW) within four (4) hours of scheduling them. No appointments shall be scheduled during the other parent's parenting time without consent from that parent. Unless the parents otherwise agree or if a change is necessary due to insurance coverage, Maddie's current pediatrician shall be Dr. Bernardon and her dentist shall be Dr. Jackson. Dr. Fliman shall continue to oversee Maddie's mental health, unless both parties agree otherwise. Mother shall oversee Maddie's gynecological care, and Father is authorized to obtain the results of each exam.

G. The other parent is free to attend all scheduled appointments. If the non-scheduling parent does not attend, the scheduling parent shall post any non-routine issues on the message board of OFW by that same evening. Each parent shall have the right to attend any non-routine appointments with or treatments/surgeries by medical/dental specialists both parents, unless an emergency situation dictates otherwise. Non-routine appointments with or treatments/surgeries/medications recommended or prescribed by medical/dental specialists shall not take place without notice to the other parent by posting on the message board OFW and email no later than the end of the day on which the appointment or recommendation is made. Both parents must give consent to non-routine surgery, medications, or treatments. If either of the parents fails to give consent Dr. Fliman shall recommend a board-certified specialist whose opinion will determine whether the non-routine surgery, treatments, or medication is in Maddie's best interest. Costs for the tie-breaking specialist shall be the responsibility of the parent whose objection fails. Appointments for Maddie's non-routine medical/dental issues shall be worked out between both parents in a manner that best serves Maddie's health issues.

H. Emergency procedure forms shall include the names and phone numbers (cell and

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land) of each parent as emergency contacts, with the parent who initiates the activity, procedure, etc. named as first contact and the other parent as second contact. Upon completion of such a form, the initiating parent will promptly send a copy to the other parent.

I. If Maddie becomes ill or injured and requires medical attention by a physician during the time that she is with either party or in school, that parent shall immediately and reasonably notify the other (i.e., within one hour of the medical attention) and give the other party the details of such medical attention. In the event of an emergency, the parent who at the time of the emergency has the physical care or physical contact with the child requiring immediate care, attention or treatment shall, where necessary, provide for same, and then shall immediately and reasonably notify the other parent of the cause of such emergency (i.e., within one hour of the emergency).

J. Elective surgery shall only be performed if both parents agree provided, however; that if Maddie's illness or injuries are deemed to be imminently life threatening the opinions of a physician who is board certified in the medical discipline that specifically relates to Maddie's condition shall break the tie.

ARTICLE VII. DEPENDENCY EXEMPTIONS; CHILD SUPPORT

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

B. Any court-ordered child support payments shall be made through the Division of Child Support of the Ohio Department of Jobs and Families, plus requisite processing charge. All payments in satisfaction of said obligation which are not made through the Division of Child Support in the Ohio Department of Jobs and Families shall be deemed gifts.

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

D. All child support ordered by this order shall be withheld or deducted from the income or assets of the obligor pursuant to a withholding or deduction notice or appropriate

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

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

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

F. The right to claim Maddie as a tax exemption shall alternate, with Mother claiming the exemption in all odd numbered tax years and Father in even numbered tax years so long as she is eligible to be claimed as a dependent. In any year in which the government legislates a special tax

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benefit for the tax exemption related to Maddie, including 2007, such special benefit shall be paid into that parent's educational account for Maddie.

ARTICLE VIII: COMMUNICATIONS

The parents will utilize the message board on Our Family Wizard (OFW) to (1) schedule and advise the other parent of changes or requests regarding parenting time (2) advise of the scheduling or cancellation of wellness visits (3) notify the other parent of matters regarding Maddie that the notifying parent would deem pertinent to Maddie's welfare if the roles were reversed (i.e. the "golden rule"), and (3) to carry out the other notice provisions set forth in this Plan. For purpose of contested issues in the future, posting on OFW shall be proof of notice as to any issue raised. Telephone notice is required in emergencies, where medical attention to Maddie has been given, immediate transportation or immediate scheduling issues have arisen, school projects need to be discussed and responsibility agreed upon, or the like. Follow up posting on OFW is encouraged.

ARTICLE IX. DISCIPLINE OF CHILD

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

ARTICLE X. DECISION MAKING

Each party shall be responsible for the day-to-day decisions concerning the minor child during the period of time that the minor child is in residence with that parent. Major decisions shall only be made according to the provisions of this Plan.

ARTICLE XI. PASSPORT and BIRTH CERTIFICATE

No less than 30 days prior to departure or upon request if within 30 days, Maddie's passport shall be transferred to a parent who will be traveling away from Cincinnati overnight with Maddie or is needed as proof of Maddie's identity and citizenship for an institution, agency, or other legal entity. Both parents shall cooperate in signing any necessary forms or affidavits to allow for out-of-country travel, which shall not be unreasonably prohibited.

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ARTICLE XII. CUSTODIAL ACCOUNT

Maddie's current custodial account in Mother's name as guardian at Wachovia Securities shall be liquidated and then transferred within 60 days of the journalization of this Modified Plan to an Ohio 529 Plan so as to take maximum advantage of the state deduction. The account will remain in Mother's name to the extent required by state law, and any tax savings realized by Mother as a result of the account transfer or Mother's further contributions to the Plan will be contributed back into the 529 Plan or, in the event Maddie is no longer pursuing her graduate or post-graduate education, to Maddie herself. In any year in which a tax savings to Mother occurs due to the existence of the 529 Plan, Mother shall require her CPA or tax preparer to furnish Father with verification of the tax savings realized. The funds may only be used for college expenses for Maddie (tuition, room, board, books and fees). If the funds have not been exhausted for college expenses as defined herein for Maddie, or there is more money in the account than necessary to fund college, the funds will be distributed to Maddie at such time as she has completed her formal education. Mother shall authorize the 529 Plan trustees to furnish Father with copies of any statements sent to Mother. In the event this process is prohibited by law, Mother shall furnish copies to Father within 7 days of her receipt of same. Maddie's choice of college or university shall be respected by each parent and the 529 Plan funds shall be applied accordingly, subject to the limitations set forth in article XIII below.

ARTICLE XIII. COLLEGE

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

ARTICLE XIV. CHANGE OF RESIDENCE

Neither parent may permanently remove the child from Hamilton County, Ohio and

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establish residence for her in another jurisdiction without a Court order or an agreement signed by both parties and approved by the Court. Both parents shall notify the Court of any intent to relocate and shall provide the Court with a new residence address promptly. Notice of relocation forms are available in the Court of Domestic Relations Docket Clerk's Office.

ARTICLE XV. NO CONVICTION

The parties hereby state that neither party has been convicted of an offense or adjudicated to be a perpetrator of an offense that resulted in a child being an abused or neglected child and neither party has been convicted of domestic violence or other assault against a family or a household member.

ARTICLE XVI. ALTERNATIVE DISPUTE RESOLUTION

A. Except as set forth otherwise in this Plan, all matters in dispute except matters of spousal or child support shall first be submitted to mediation. At least two mediation sessions shall promptly take place and the costs shall be divided equally. A request for mediation must be first be posted on the message board of OFW and email. If mediation is requested and the other parent does not cooperate in the scheduling within 10 days of the request, the requesting party may schedule the issue(s) directly with the mediator. If the parties cannot agree on a mediator, the selection of a mediator shall be made by Dr. Vivian Fliman and David Wade Peck, Esq., or, should only one remain, by the remaining professional. Should neither remain in place the selection of a mediator shall be made by the Magistrate. Should the mediator determine that either or both parties have not mediated in good faith, the mediation fees may assessed against the offending party or divided disproportionately by the mediator.

B. If an issue is not mediated successfully it may be submitted to the Magistrate for resolution. Depending upon which party prevails, the Magistrate is required to assess fees and expenses upon and for each separate issue raised in a party's motion. The determination of which issues are "separate" and the basis upon which to award fees and expenses shall be entirely within the discretion of the Magistrate. The methodology for arriving at a just award of fees and expenses may vary depending upon the circumstances of a given motion or any issue within that motion.

C. David Wade Peck shall remain as Guardian ad Litem until further order of the court. Costs for his services shall continue to be shared equally by the parties and will be billed directly.

D. Dr. Vivian Fliman shall remain in place as Maddie's therapist until either Dr. Fliman,

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Maddie, or both parents jointly agree that her services are no longer needed.

ARTICLE XVII. MODIFICATION

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

ARTICLE XIX. AGREEMENT TO COOPERATE: FOSTER LOVING RELATIONSHIP

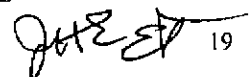
The parties shall cooperate to the fullest extent possible in the upbringing of their child so that she shall not be the subject of friction and that the relationship with both parties shall be harmonious and respectful.

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

ARTICLE XX. REIMBURSEMENT OF SHARED EXPENSES

A. The parties have agreed to share equally certain expenses related to Maddie which are set forth in this Plan. In order to accomplish reimbursement, each party shall maintain such receipts, paid invoices, credit/debit card records, cancelled checks, electronic records, or other commercially accepted indicia of payment. Within the last week of June of each year or upon any other date that is mutually agreed upon, the parties shall exchange, by mail, regular and/or electronic, or otherwise, an itemized summary of all expenses paid by that party, supported by copies of commercially acceptable proof of payment as defined above. Notice of mailing or other means of exchange shall be posted immediately on OFW. The parties shall have until the July 10th (unless another date is mutually agreed upon) to contest expenses claimed by the other, and an effort shall be made to work through the issue(s). Any reimbursement issue that remains unresolved by the July 17th may be submitted for resolution pursuant to Article XVI, above.

B. Items of claimed reimbursement that are undisputed shall be added together and 50% of the difference between the two undisputed reimbursement columns shall be paid to the other no later than July 30th. Items decided pursuant to Article XVI shall be paid immediately upon the conclusion of the mediation or, if necessary, the court's ruling.

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ARTICLE XXI. OTHER PROVISIONS

A. Finding the Fact and Conclusions of Law pursuant to Ohio Revised Code Section 3109.04, 3109.051 and 3109.052 are hereby waived, are not required, or have been addressed elsewhere by the court.

B. Any keeper of any record who knowingly fails to comply with this plan, or division (H) of section 3109.051 of the Ohio Revised Code, and any school official or employee who knowingly fails to comply with this order or division (J) of section 3109.051 of the Ohio Revised Code is in contempt of Court.

C. Willful non-compliance by a parent/party with this plan may result in a finding of contempt resulting in thirty (30) days incarceration, a \$250 to \$1,000 fine, and an award of the moving party's attorney fees and costs.

D. This Shared Parenting Plan contains the entire Shared Parenting Plan and orders of this Court, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth.



ELLEN TURNER, MOTHER

Date: 9/18/08

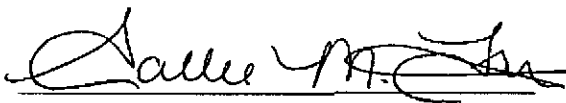


JON ENTINE, FATHER

Date: 11/5/08



Hon. Ronald J. Panioto



SALLEE M. FRY, Esq., Attorney for Mother



ROBERT MEYERS, Esq., Attorney for Father

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

ELLEN L. TURNER.
Plaintiff / Petitioner

-vs/and-

JOHN H. ENTINE
Defendant / Petitioner

Enter: *Panico*

Date: NOVEMBER 13, 2008

Case No. DR-0500131

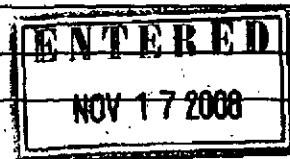
File No. E-233969

CSEA No. _____

Judge PANICO

ENTRY

THE DEFENDANT HEREBY WITHDRAWS HIS
MOTION SET TO BE HEARD: 11-25-08 @ 10:30 AM
AND BE REMOVED FROM THE CALENDAR FOR
THAT DATE,



Panico
Magistrate-Judge

J. Entine
Defendant / Petitioner

Plaintiff / Petitioner

Attorney for Plaintiff

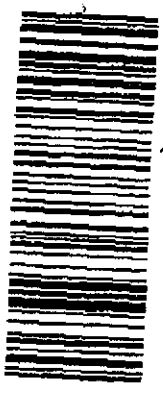
Attorney for Defendant

GREGORY HARTMANN
1000 MAIN STREET ROOM 305
CINCINNATI OH 45202
DOMESTIC RELATIONS

CERTIFIED MAIL



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\$03.530
09/29/2008
Mailed From 45202
US POSTAGE



7194 5368 6310 0409 3412

*RETURNED TO SENDER
IN 9-30-08*

09/29/2008 MOTION
DR0500131 P 1 WAIVER
ELLEN TURNER
6720 CAMARIDGE LN
CINCINNATI OH 45243



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OCT 16 2008

A INSUFFICIENT ADDRESS
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 S NO SUCH NUMBER/ STREET
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SECURITY FOR COSTS IN THE SUM OF \$ 50⁰⁰
DEPOSITED BY Jon Entine

September 26, 2008

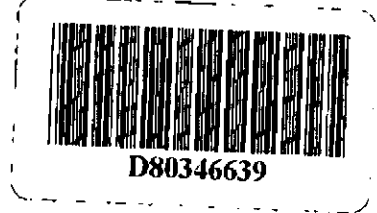
Case No. DR0500131

Jon Entine
6255 So. Clippinger Dr.
Cincinnati, OH 55243

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

Vs.

Ellen Turner
6720 Camaridge Lane
Cincinnati, OH 45243



Motion to clarify the "Custodial Account" clause in the Shared Parenting Plan and finalize the wording of the Shared Parenting Plan:

On June 20th, Judge Panioto held a hearing to address the unresolved issues in the Shared Parenting Plan for Madeleine Entine. All outstanding issues were ruled upon, subsequently agreed upon by both parties, and incorporated into a revised draft of the SPP drawn up by the Guardian ad Litem except for the wording of the revised custodial account clause, which remains in dispute.

The custodial clause in the original SPP, jointly negotiated and signed by both parties, and journalized with the courts, held that the parties would have joint custodial oversight and investment control of the account and all decisions related to the account. Subsequent to that agreement, however, the account was never put in joint custody as agreed to because it was determined that having more than one custodian as the agreement called for was illegal, hence leading to the dispute that went before the Judge. In his ruling, the Judge made three substantive modifications to the original negotiated SPP custodial clause: (1) "we're going to have [the custodial account] transferred to a 529; (2) "it will be in her [Mother's] name"; and (3) "whatever tax advantage...whatever that is, the order of the Court is that be put into Maddie's fund." He then asked the Guardian ad Litem to draw up new wording that incorporated these modifications.

The Guardian ad Litem has been unable to come up with wording acceptable to both parties that incorporates the judge's rulings but otherwise does not contravene the other

GREGORY HARTMANN
CLERK OF COURTS
HAMILTON COUNTY, OH
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aspects of the custodial account agreement that was negotiated and signed by both parties. Considering this impasse, the GAL sent an email to the plaintiff recommending that the issues in dispute be submitted to the judge for final resolution, writing: "You have convinced me that the issue [how to handle the tax benefits for Maddie; investment style; custodial control if Mother should be unable to serve as custodian; wording to ensure that funds would not be used to influence Maddie's college decision] is separate ... and should be addressed by the court if there is no agreement." There has been no agreement despite numerous attempts by the Plaintiff to resolve this issue directly with the Defendant, who has refused to negotiate on appropriate wording.

Following the recommendation of the GAL, the Plaintiff now asks that the Judge definitively resolve the remaining ambiguities over Maddie's custodial account. The GAL also has advised both parties in writing that he believes that the custodial clause is not germane to the day-to-day parenting of Madeline, that this ongoing dispute threatens the orderly oversight of Maddie, and that therefore the clause should be separated from the SPP so the SPP can be put into effect and not held up by possible future legal wrangling or appeals. In accord with the GAL's recommendations, the Plaintiff also requests that the custodial clause be separated from the otherwise agreed upon Shared Parenting Plan, as subsequent delays in its journalization because of a potential protracted legal dispute over the custodial clause are not in the best interests of Madeleine.

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

Plaintiff / Petitioner

Date: _____

-vs/and-

Case No. _____

File No. _____

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 ELLEN TURNER

Address 6720 CAMBRIDGE LANE

City CINCINNATI, State OHIO, Zip Code 45243

On this date: _____

NOTICE OF HEARING

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

11/25/08

at (time) 10:30 AM before

Judge / Magistrate Faniolo in

Room 2-25. Said hearing will take place at 800 Broadway, Cincinnati, Ohio.

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

Jon ENGINE

CASE NO. DR 0500181

-vs-

WRITTEN REQUEST FOR SERVICE
(TYPE OF PAPERS BEING SERVED)

ELLEN TURNER

MOTION

PLAINTIFF / DEFENDANT REQUESTS:

CERTIFIED MAIL SERVICE

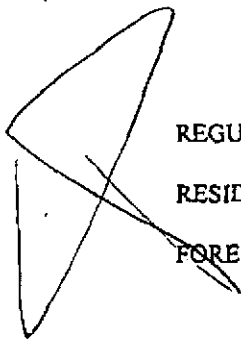
REGULAR MAIL SERVICE

PERSONAL SERVICE

RESIDENCE SERVICE

PROCESS SERVICE

FOREIGN SHERIFF



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

FILED

2008 SEP 26 P 2:47

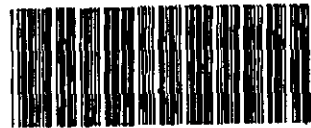
GREGORY HARTMANN
CLERK OF COURTS
HAMILTON COUNTY, OH

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

ELLEN TURNER

6720 CAMARIDGE LANE

CINCINNATI, OH. 45243



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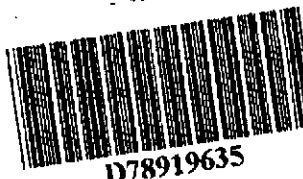
Jon Engine
SIGNATURE

PHONE NUMBER

ADDRESS

ATTORNEY NUMBER

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



ELLEN L. TURNER

Plaintiff,

v.

JON H. ENTINE

Defendant

CASE NO. DR0500131

Judge Panioto
Magistrate Theile

**MEMORANDUM IN PARTIAL
OPPOSITION TO GUARDIAN AD
LITEM'S MOTION FOR AN
ORDER ADOPTING MODIFIED
SHARED PARENTING PLAN**

FILED
2008 JUN 20 AM
GREGORY HARTMAN
CLERK OF COURTS
HAMILTON COUNTY, OH

The parties in this matter were divorced on November 7, 2006. They entered into a Shared Parenting Plan (hereinafter the "Original Plan"). Post-decree issues arose shortly thereafter and the parties agreed to engage David Peck as the Guardian ad Litem (GAL) for their minor child, Maddie. This matter came on for hearing on June 4, 2008 on Motion of the GAL for an Order Adopting Modified Shared Parenting Plan (hereinafter "Modified Plan") filed April 15, 2008. At the hearing on June 4, 2008, the GAL read into the record the provisions in the Modified Plan which are in dispute. The provisions in dispute by Plaintiff are set forth herein below as follows:

1. Plaintiff objects to the inclusion of Article I, Paragraph F in the Modified Plan (Page 3). This provision was not adopted by the parties in the Original Plan. In this provision a "Special Life Event" includes the death or immediately pending death of "a person of significance in the lives of the child". The issue Plaintiff raises is understanding who qualifies as "a person of significance". As the GAL commented in his Motion filed April 15, 2008, the Original Plan became a "living roadmap for conflict". Plaintiff submits that inclusion of a provision in the Modified Plan which

includes reference to “a person of significance” will likely produce more conflict. For example, Defendant has maintained a friendship with Maddie’s nanny of six years past when the parties resided in California. Does she qualify as “a person of significance” in Maddie’s life? Plaintiff’s interpretation would be “no”. Defendant’s interpretation would be “yes”. Further, who determines whether death is “immediately impending”? Mother requests the exclusion of this provision from the Modified Plan.

2. Plaintiff objects to the changes made by the GAL in the Modified Plan pertaining to Winter Break (Article II A, Pages 6-7). As a result of the GAL’s proposed changes, Mother’s time with Maddie over Winter Break is reduced and Christmas is always absorbed in Mother’s half of Winter Break, while Father receives “extra” time with Maddie over the Jewish holidays throughout the Modified Plan. Mother submits that this creates a bias against her religious practices with Maddie (Christianity) and favors Father’s newly adopted Jewish religious practices. Until the parties were divorced, Father had never been a member of a temple or synagogue. He held himself out to be an “atheist cultural Jew” throughout the parties’ marriage. Mother, however, has always participated with Maddie in Christian worship. Although Father occasionally attends a Christian church (Crossroads on Madison Road), he has now joined Wise Temple on Ridge Road and insists that Maddie attend Hebrew School on Wednesday nights and Sunday School on the weekends Maddie is with him. Mother requests that the Winter Break provisions in the Original Plan be incorporated into the Modified Plan.

3. Plaintiff objects to the changes proposed by the GAL regarding Easter and Passover (Article II B, Pages 7-8). The GAL's Modified Plan proposes to reduce Mother's time with Maddie on Easter Weekend while increasing Father's time with Maddie the first night of Passover. In the Original Plan, Mother has Maddie every Easter Weekend beginning on Friday after school (or 3 p.m. if it is a non-school day) and continuing until Monday morning before school. In the Modified Plan, Mother's time is reduced to Saturday commencing at 3 p.m. and ending on Easter Sunday at 7:00 p.m. This schedule of time is less than the Standard Parenting Order (noon on Saturday until 7 p.m. Sunday). This effectively restricts Mother's ability to travel with Maddie to be with family over Easter Weekend which she has historically done with Maddie since birth. Mother does not have any family in Cincinnati. She and Maddie often travel to Pittsburg to celebrate Christian holidays with family. The Modified Easter schedule precludes this option. On the other hand, the GAL's Modified Plan increases Father's time with Maddie on the first night of Passover by two hours. In the Original Plan, Mother agreed to deviate from the Standard Parenting Order as to Passover. Under the Standard Order, Father would have Maddie from 5 p.m. to 9:30 p.m. (4.5 hours). Mother agreed in the Original Plan for Father to have Maddie from 3:00 p.m. the first night of Passover until 5:00 p.m. the next day (26 hours). Mother objects to affording Father an additional two hours while her time with Maddie over Easter is reduced by thirty-eight hours. Again, Plaintiff requests that the Original Plan as to Easter and Passover be adopted by the Court.

4. Plaintiff also objects to the increase in time over Rosh Hashanah and Yom Kippur in the Modified Plan. In the Original Plan, Father would have Maddie from 3:00 p.m. until 7 p.m. the following day. Mother agreed again to deviate from the Standard Parenting Order which would not include an overnight in the Original Plan but objects to a further increase in time (the holiday would end at 7:30 p.m., not 7:00 p.m. in the Modified Plan).
5. Although not stated on the record, of concern is the scheduling of summer vacations. Under either the Original Plan or the Modified Plan, Father's recent notice to Mother of his intended travel plans with Maddie violate both Plans. The Original Plan states that vacation date changes may be made up to 30 days prior to taking the extended period so long as they do not conflict with already schedule activities. Under the Modified Plan, no weekly vacation may include the other parent's regular weekend. Father's notice violates both of these Plan. Last year, Mother agreed (at quite an expense) to postpone her vacation time with Maddie, as the start of Mother's vacation conflicted with a summer camp activity. Father should be held to the same standards under either Plan (noting that Mother does not object to the GAL's proposed summer vacation schedule, just requests that Father have to comply).
6. Article IV: Extra-curricular Activities, Paragraphs A and B (Pages 10-11). Mother does not object to the concept of Maddie self-determining one activity each semester as her primary non-school activity. She does not object to both parents being required to support and transport Maddie to such an activity. Her objection is to the statement that Wednesday Hebrew School shall take precedence over the activity Maddie has selected. Maddie is not Jewish. Until the divorce, Father did not affiliate

with a temple or synagogue. Maddie has been attending church with her Mother all her life. It is Mother's position that Wednesday Hebrew School should not even be included or referenced in the Modified Plan. Mother agreed to allow Father to have parenting time with Maddie every Wednesday and Thursday. What Father chooses to do with Maddie on Wednesday evenings is his prerogative. However, she will not endorse a legal document that requires her to afford special weight and priority to Wednesday Hebrew School over any other activity. This violates the core principles established by the Ohio Supreme Court in Pater v. Pater (1992) 63 Ohio St.3d 393, 588 N.E.2d 794. In the Pater decision the Court specifically ruled that "the United States Constitution flatly prohibits a trial court from ever evaluating the merits of religious doctrine or defining the contents of that doctrine." (Id. at 396). The Court affirmed the well established rule that "the courts should maintain an attitude of strict impartiality between religions". (Id. at 401). Affording special weight to Hebrew School conflicts with these principles and should be excluded from the Modified Plan. If this provision is included, then Mother would request inclusion of a provision that allows her parenting time with Maddie every Sunday to take her to church to maintain religious impartiality.

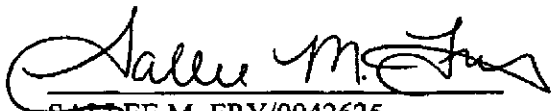
7. Article V C (Page 12). The concept of this provision is not objectionable. The concern is affording Dr. Vivian Fliman the responsibility of determining when Maddie is mature enough to make an intelligent and informed decision to undergo or experience a sacrament or confirming event. Plaintiff submits that the Original Plan sufficiently addressed this issue and did not restrict either parent in this regard.

8. Article XII Custodial Account and XIII College (Page 17). Plaintiff submits simply that Maddie's Custodial Account should be maintained in its current state, with both parties receiving statements and the funds used for Maddie's college expenses. Plaintiff requests that the Modified Plan include a statement that allows Maddie's choice of college selection to be honored by the parents.
9. Article XVI. Alternative Dispute Resolution (Page 18 and reference throughout Modified Plan). Plaintiff is opposed to the recommended appointment of a panel of Parenting Coordinators (PCs) should the parties fail to mediate successfully all matters in dispute except for matters of child or spousal support. Under the Modified Plan, the PCs would have authority to take evidence, make binding and enforceable decisions and impose sanctions with regard to all matters brought before them. While the PCs' decisions are subject to review by the court, the PCs may only be discharged by order of the court. Plaintiff submits that this requirement is overly burdensome, both in time and expense. The parties have had very little, if any, success mediating or negotiating parenting issues. They were unsuccessful with Mediator Bea Larsen after spending thousands of dollars with her. When they did agree to a Parenting Coordinator (Sherri Goren Slovin) they were not able to resolve their issues. They paid her over \$5,000 and still had to take matters to Court. The GAL recommends a panel of two PCs (creating even more expense). The parties have incurred over \$20,000 in GAL fees. Plaintiff opines that mandatory appointment of Parenting Coordinators should be a matter for the Ohio Legislature to address. Although eventually the parties would be afforded an opportunity for judicial review under the Modified Plan, the hoops that they have to jump through prior to arriving there

violate the principles set forth by the Ohio Supreme Court in Kelm v. Kelm (2001), 92 Ohio St.3d 223. In the Motion filed by the GAL on April 15, 2008, he states his objective in recommending the appointment of the panel of PCs as being two-fold. One, he hopes to provide a methodology for conflict resolution that create disincentives for the parents to litigate frivolously and, two, lessen the burden on this court. As the court stated in Kelm, a two-stage procedure consisting of an arbitrator's decision (i.e., PCs), followed by a judicial review is sure to be wasteful of time and expense and result in a duplication of efforts. The court's concluding comments are noteworthy: "The authority to resolve disputes over custody and visitation rests exclusively with the courts. Any agreement to the contrary is void and unenforceable." Id. at 228.

10. Plaintiff is opposed to continuing to share the cost of the GAL fees, as the Defendant is responsible for the lion's share of the GAL's time and charges. In reviewing the GAL's billing statement, Plaintiff notes that charges for Jon alone total 14.6 hours. During the same period of time, charges for Ellen alone total 5.4 hours.
11. Finally, Plaintiff is requesting that the Court following the Original Plan as to exchanging receipts for uncovered medical expenses on an annual basis (as opposed to the GAL's Modified Plan requiring a quarterly exchange).

Respectfully submitted,



SALDEE M. FRY/0042625

Counsel for Plaintiff

2345 Ashland Avenue

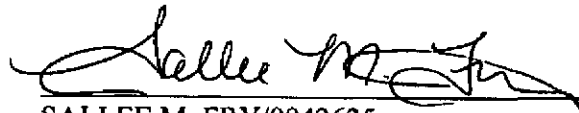
Cincinnati, Ohio 45206

513-421-6000

513-763-3522 facsimile
postmaster@salleeatlaw.com

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Memorandum has been served via facsimile this 19th day of June, 2008 on Robert Meyer, Esq., counsel for Defendant at 105 East Fourth Street, Suite 300, Cincinnati, Ohio 45202-4057 and David Peck, Guardian ad Litem.

A handwritten signature in black ink, appearing to read "Sallee M. Fry". The signature is written in a cursive style with a horizontal line underneath it.

SALLEE M. FRY/0042625
Attorney for Plaintiff

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

ELLEN L TURNER
Plaintiff / Petitioner

Enter: Panico

Date: 6-5-2008

SS# _____ DOB _____

Case No. DR 0500131

-vs/and-

File No. F 233969

JON H ENTINE
Defendant / Petitioner

CSEA No. _____

JUDGE PANICO

SS# _____ DOB _____

ENTRY GRANTING CONTINUANCE

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

6-20-2008 AT 1:30 pm 1 hr
(Date and time)

Ellen Turner
Ellen Turner

Robert J. Meyer

J. H. Entine

J. Panico

COAL



D78736443



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

Ellen L Turner

Plaintiff

- vs -

Jon H Entine

Defendant

Case No: DR0500131 POST
File No: E233969
CSEA: 7053135062

MAGISTRATE'S DECISION

Judge Panioto
Magistrate Theile



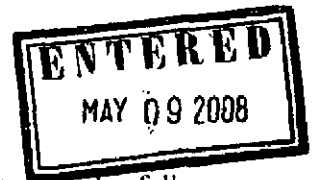
An Entry, captioned "General Order of Reference" which is a matter of record in this Court, provides "... that all matters be and are hereby referred to a Magistrate in accordance with Rule 53 of Ohio Rules of Civil Procedure".

This cause came on for hearing on May 2, 2005 on 1.) Plaintiff/Wife's Motion for Contempt and for Psychological Evaluation filed February 19, 2008 2.) Defendant/Husband's Motion for contempt and order to pay out of pocket medical expenses for 2005 and 2006 and cobra payments for 2008 and order to modify the SPP to require payment of monthly medical premiums within seven (7) days of submission of proof of payment filed March 10, 2008 3.) Husband's Motion to modify divorce decree filed March 10, 2008 4.) Wife's Motion for Contempt filed March 12, 2008 and 5.) Husband's Motion for Sanctions filed April 9, 2008 and his Memorandum in opposition to Wife's Motion for Contempt and Psychological Evaluation.

Wife was present and represented by Sallee Fry, Esquire. Husband was present and represented by Robert J. Meyers, Esquire. The pending motions will be addressed in the chronological order in which they were filed.

Wife's Motion for Contempt and for Psychological Evaluation

Wife seeks a finding of contempt against Husband alleging that he is "guilty of unlawfully entering and trespassing onto Plaintiff's residence on Saturday February 9, 2008". Husband concedes that he opened the door of Wife's residence to deliver a packet of unreimbursed medical expenses he was claiming were due from Wife. He testified he has had difficulty in getting Wife to accept these documents in the past. Although Husband's action may possibly be criminal or



tortious, Wife fails to establish an existing court order which Husband has violated; therefore there can be no finding of contempt.

Wife seeks a psychological evaluation of Husband under Ohio Civil Rule 35 alleging his "inability to obey court orders and respect normal societal boundaries".

Ohio Civil Rule 35 "contemplates that an order for examination be made only on motion for good cause shown". *Williamson v. Williamson* 1997 Ohio App. Lexis 5392. Wife's Motion for Psychological Evaluation is denied.

Husband's Motion to Modify Divorce Decree

Husband seeks to modify the existing decree with respect to the date that Wife is to prove her income. Currently, she must for the purposes of the calculation of support, "provide evidence of her gross income and business expenses to Husband no later than February 5th". The parties' separation agreement also provides, "Any dispute between the parties as to Plaintiff's gross income, and/or as to the documents that must be produced by Plaintiff, will be settled by arbitration in accordance with the rules of the American Arbitration Association with Alan Bieber, C.P.A., serving as the arbitrator of disputes." The separation agreement provides further, "The spousal support provisions are not subject to the Court's continuing jurisdiction and therefore, are not modifiable or reviewable by the Court". Based upon the above provisions of the parties' separation agreement and the lack of jurisdiction over the spousal support issue, Husband's Motion to modify the divorce decree is denied.

Husband's Motion for Contempt and Order to Pay Out of Pocket Medical Expenses

Husband seeks a payment from Wife of \$208.27 for her share of unreimbursed medical expenses for the calendar years 2005 and 2006. The parties' separation agreement provides "all pending and covered medical expenses shall be paid pursuant to the terms of the Shared Parenting Plan, which provides "The parties shall equally share all uncovered medical, dental and mental health costs. The parties shall exchange/reconcile the out of pocket health care costs and other medical receipts, once a year, on or about January 31st each year. Reimbursement shall occur within thirty (30) days of the exchange".

The parties have recently litigated the issue of unreimbursed medical expenses and this Magistrate has ruled on this issue. Husband contends that he withdrew his 2005 and 2006 claims in the prior proceeding thinking that he could address them in the future. The doctrine of *res judicata*

prohibits this second attempt to address this issue and therefore his motion is denied. Furthermore, as the decree specifies that the reconciliation and payment for medical expenses would take place on an annual basis, his request for reimbursement for his Cobra payments in 2008 is premature. Furthermore, Husband's evidence included claims subsequent to the filing of his motion which cannot be considered. Husband's motion is denied

Wife's Motion for Contempt

Wife's Motion for Contempt alleges that Husband has violated the Shared Parenting Plan in that he refused to exchange physical custody of the parties' minor child until at 3:30 P.M. on February 22, 2008. The parties' dispute is the interpretation of the Shared Parenting Plan language of a "non school day". On February 22, 2008 the parties' minor child's school was closed due to snow. The Shared Parenting Plan does not address snow days. Based upon this good faith difference in interpretation of this language, that is whether a snow day is a school day or non school day, Wife has not shown by clear and convincing evidence that the Husband is in contempt. Her motion is denied.

Husband's Motion for Sanctions

Husband alleges that Wife's pleadings were frivolous. Although these motions were denied, they are not frivolous. Husband's motion is denied.

The request for attorney fees is denied.

Copies of this Decision have been mailed to the parties or their counsel. To obtain written findings of fact and conclusions of law before filing Objections, you must request them in writing within seven (7) days of the date the Magistrate's Decision was issued. Objections to this Magistrate's Decision must be filed within fourteen (14) days of the filing date of either the Magistrate's Decision or the Magistrate's Amended Decision, whichever is later. A copy must be served on the opposing side.


Magistrate Gregory R Theile 05/07/2008

Copies sent by Clerk of Courts to:

Sallee M Fry Esq., Attorney For Plaintiff

Robert J. Meyers, Esq., Attorney for Defendant

Entry Adopting Magistrate's Decision

Pursuant of Ohio Civil Rule 53, the Court hereby adopts the Magistrate's Decision. However, pursuant to that rule, the timely filing and serving of objections to the Magistrate's Decision, or the timely filing and serving of any civil post-judgment motions pursuant to Appellate Rule 4, shall operate as an automatic stay of execution of the judgment until the Court disposes of such objections or motions by vacating, modifying, or affirming same. **A PARTY SHALL NOT ASSIGN AS ERROR ON APPEAL THE COURT'S ADOPTION OF ANY FINDING OF FACT OR CONCLUSION OF LAW UNLESS THE PARTY TIMELY AND SPECIFICALLY OBJECTS TO THAT FINDING OR CONCLUSION AS REQUIRED BY OHIO CIVIL RULE 53(D)(3)(b).**



Judge, Court of Common Pleas
Division of Domestic Relations

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

ELEN L. TURNER
Plaintiff / Petitioner

Enter: [Signature]

Date: MAY 01, 2008

-vs/and-

Case No. DR0500131

File No. E 233969

JOH H. ENTIRE
Defendant / Petitioner

CSEA No. 7044948755

Judge PANIOTO

ENTRY

This matter came on for hearing on Plaintiff's Objections to Magistrate's Decision filed March 12, 2008. It is hereby ordered as follows:

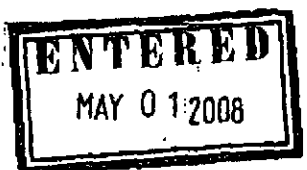
1. Defendant is in contempt of Court for failing to allow Plaintiff parenting time on Maddie's birthday from 5:30-8:30 in 2007. In order to purge the finding of contempt, Defendant shall allow Plaintiff parenting time with Maddie on her birthday (May 22, 2008) from 5:30 pm - 8:30 pm. 2009 is also Mother's odd numbered year birthday holiday time.
2. The Defendant is not in contempt on any other issue resulting in the Magistrate's Decision.
3. The provision for Reappointment of a parenting coordinator is

stricken in its entirety. Magistrate Judge's Defendant's Motion for Reappointment is denied.

[Signature]
Plaintiff / Petitioner

[Signature]
Defendant / Petitioner

[Signature]
Attorney for Plaintiff
0042625



*post due.
185 pages*

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

ELLEN TURNER, :
Plaintiff :
vs. : Case No. DR0500131
JON ENTINE, : TRANSCRIPT OF PROCEEDINGS
Defendant :

Appearances:

On Behalf of Plaintiff: Pro Se
On Behalf of Defendant: Pro Se

FILED
2008 APR 28 P 2:33
GREGORY THEILE
CLERK OF COURTS
HAMILTON COUNTY, OHIO

BE IT REMEMBERED that the above-entitled cause came on for hearing on the 30th day of November, 2007, before the Honorable Gregory Theile, in the Court of Common Pleas, Division of Domestic Relations, Hamilton County, Ohio, was digitally recorded, and was thereafter transcribed by Dianna Robin Grippa, RMR, Official Court Reporter in and for the County of Hamilton, State of Ohio.

o o o



HAMILTON COUNTY
CLERK OF COURTS
BOUND DOCUMENT
CANNOT BE SCANNED

D. Robin Grippa, Registered Merit Reporter
(513)946-9025

SECURITY FOR COSTS IN THE SUM OF \$ 50.00
DEPOSITED BY DAVID W. PECK

PRE-DECREE POST-DECREE

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

COURT OF COMMON PLEAS

DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

ELLEN TURNER
Plaintiff

CASE NO. DRO500131
FILE NO. E233969
CSEA NO.

vs.

JON ENTINE:
Defendant



JUDGE PANIOTO
MAGISTRATE THEILE

FILED
2008 APR 5 59
A
GREGORY H. HARTMAN
CLERK OF COURT
HAMILTON COUNTY, OHIO

MOTION FOR AN ORDER ADOPTING MODIFIED SHARED PARENTING PLAN

Now comes the Guardian ad Litem, David Wade Peck, Esq., and for the reasons set forth in the following Memorandum respectfully moves this court for an Order adopting the attached Modified Shared Parenting Plan.

MEMORANDUM

The undersigned was appointed as Guardian ad Litem (GAL) on 4/13/07 to investigate and report to the court regarding matters pertaining to the prospective parenting of Maddie Entine, now nearly 10 years old and a fourth grade student at Cincinnati Country Day School. The parties were divorced in December 2005, a Parenting Coordinator was appointed in April 2006, and the Magistrate has been deluged with a plethora of motions throughout, most of them filed and argued pro se.

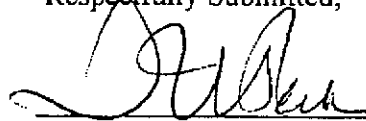
In the course of investigation it became quickly obvious that the majority of parenting issues involved divergent interpretations of the language of the original Shared Parenting Plan (SPP). Each parent is extremely intelligent and articulate and, with a commensurate dash of dislike and mistrust of one another, the SPP became a living roadmap for conflict. The PC (Sherri Slovin) was unable to resolve all of the parties' issues. Bea Larsen acted as mediator for a short time, with similar results.

For the past several months, with the involvement of Maddie, both parents, and Vivian Fliman (Maddie's therapist), the GAL has been negotiating modifications to the original SPP. Attached hereto is the 9th reiteration of the Modified Plan. It has been approved by Magistrate Theile. In the opinion of the GAL, the adoption of the Modified Plan is essential to the emotional health and well being of Maddie in that it will (1) greatly reduce the areas of conflict between the parents (2) give Maddie areas of self determination that both the

GAL and Dr. Fliman believe are in Maddie's best interests (3) provide a methodology for conflict resolution that create disincentives for the parents to litigate frivolously and (4) lessen the burden on this court.

For all of the above reasons and in the best interests of a very perceptive, sensitive, and loving young lady who wants very much to have the craziness end, the GAL respectfully request that the attached Modified SPP be accepted and implemented as an Order of the court.

Respectfully Submitted,

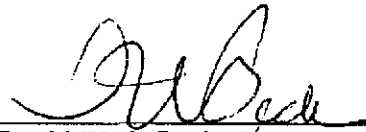


David Wade Peck, Esq. (0018257)
Guardian ad Litem
3074 Madison Rd.
Cincinnati, OH 45209
513-533-2002
dwp@bpbslaw.com

PLEASE TAKE NOTICE THAT THE ABOVE MOTION WILL COME ON FOR HEARING BEFORE THE HO. JUDGE RONALD PANIOTO ON THIS ____ DAY OF MAY, 2008, AT _____.

NOTICE OF SERVICE

A COPY OF THIS MOTION, ATTACHMENT, AND NOTICE OF HEARING HAS BEEN SERVED BY REGULAR MAIL ON THIS ____ DAY OF APRIL, 2008, ON EACH PARENT AS WELL AS THEIR COUNSEL OF RECORD, TO WIT: SALLEE M FRY Esq., 2345 Ashland Ave, Cincinnati 45206 (for Mother), and ROBERT J. MEYERS Esq., 105 E. Fourth St. Suite 300, Cincinnati, 45202 (for Father).



David Wade Peck, Esq. (0018257)
Guardian ad Litem
3074 Madison Rd.
Cincinnati, OH 45209
513-533-2002
dwp@bpbslaw.com

Barron Peck Bennie & Schlemmer

A LEGAL PROFESSIONAL ASSOCIATION

Norman I. Barron

David Wade Peck*

Daniel M. Benne**

Arthur H. Schlemmer

Richard D. Lameier

Kyle C. Brooks, LL.M.[§]

Michael S. Barron***

Steven C. Davis*

Jimmy J. Lefton

Peter A. Burr

Joseph B. Jaap

Charles L. Hinegardner[§]

Ryan D. Kirzner

Kurt M. Irey

Of Counsel:

Jerome L. Skinner

* ALSO ADMITTED TO FLORIDA BAR
** ALSO ADMITTED TO GEORGIA BAR
*** ALSO ADMITTED TO CALIFORNIA BAR
§ ALSO ADMITTED TO ALABAMA BAR
§ ALSO ADMITTED TO KENTUCKY BAR

James M. DeCamp
(1899 - 1967)

Leo J. Brumfiave, Jr.
(1866 - 1965)

Kyle F. Brooks
(1908 - 1970)

Thomas A. Zins
(1916 - 1980)

David B. Wood
(1909 - 1984)

William Gody Kelly
(1922 - 1997)

Wilson L. Branlieve
(1915 - 2000)

Barron Peck Bennie
& Schlemmer Co. LPA
3074 Madison Road
Cincinnati, Ohio 45209

On Oakley Square

Telephone: (513) 721-1350
Fax: (513) 721-2301

www.bpbslaw.com

April 7, 2008

Gregory Theile, Magistrate
800 Broadway
Cincinnati, OH 45202

Re: Entine/Turner

Dear Greg:

As you know, I am the GAL for Maddie Entine. It didn't take long for me to realize that the bulk of the problems the parents were having were being caused by the original Shared Parenting Plan that gave them too much room to "interpret" and file contempt motions when their interpretations failed to jive with one another. You have seen the results personally, *ad nauseum*.

I have spent the last several months painstakingly negotiating and working through revisions to the original SPP in an effort to plug as many loopholes and points of contention as possible, keeping Maddie's interests at the forefront. During this process I have had meetings and numerous other communications with the parents, Maddie, and Vivian Fliman, Maddie's therapist. The SPP attached is the 9th and final version, and I submit it to you for review. Once you find the document acceptable I will submit it directly to Judge Panioto for approval.

As an aside, although their objections were very few and never about the same issue, each parent has issues with different sections of the revised SPP.

Since I'm in Oakley, Greg, it would be helpful if you would call and let me know if I need to make changes in the SPP in order for it to be approved. I can wordsmith it quickly and bring it back down, saving some gas money in the process! Thanks.

Sincerely,



David Wade Peck, Esq.

Advanced Practitioner Member

Association for Conflict Resolution

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April 7, 2008

Gregory Theile, Magistrate
800 Broadway
Cincinnati, OH 45202

Re: Entine/Turner

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