

COURT OF COMMON PLEAS

4/1/08

DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

ELLEN TURNER : CASE NO. DRO500131
Plaintiff : FILE NO. E233969
 : CSEA NO.
Vs. : JUDGE PANIOTO
 : MAGISTRATE THEILE
JON ENTINE :
Defendant : MODIFIED SHARED
 : PARENTING PLAN

OK
ct
4-10-08

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.

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) Maddie shall reside with Mother from Monday commencing at the conclusion of the school day, day care or camp, or at 9:00 AM if Maddie spends the contiguous weekend with Father and it is a non-school/camp day, and continuing to Wednesday at the commencement of the school day, day care or camp, or at 9:00 AM if it is a non-school/camp day.

(2) Maddie shall reside with Father from Wednesday commencing at the conclusion of the school day, day care or camp, or at 9:00 AM. if it is a no-school/camp day and continuing to Friday at the commencement of the school day, day care or camp, or at 9:00 AM if it is a no-

school/camp day.

(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. The parents agree that when a transition between homes occurs it will be at the end of the school day or, in the summer, at the end of the activity or day camp. 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. A Special Life Event shall override and supersede the time allocations set forth in this Plan. "Special Life Event" is defined as the marriage of either parent, the death or immediately impending death of a person of significance in the lives of the child. Regardless of the time allocations set forth in the Plan, a Special Life Event shall override the time allocation in this Plan for up to 72 hours of time normally allocated to the other parent.

G. 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.

H. 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).

I. 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.

J. 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.

K. 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.

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

M. 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 having responsibility for Maddie on the prior night shall be responsible for providing Maddie with appropriate clothing, pajamas, and toiletries for the overnight(s) that immediately follow.

N. 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.

O. 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. Maddie's telephone expenses shall not be used by either parent to defray income tax obligations.

P. 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.

Q. 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.

R. 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 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., with submission directly to the Parenting Coordinators if no agreement is reached.

3. With the exception of those years specifically noted above, if there are is an odd number of overnights during the Break period, then the extra overnight attaches to the second half of the Break period. 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 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.

F. ROSH HASHANAH and YOM KIPPUR

Father shall have parenting time with Maddie on Rosh Hashanah 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.

G. 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.

H. 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, for any reason except Special Life Events (section I. D., above), withhold Maddie from the opportunity to celebrate her birthday with the parent having primary responsibility. The actual date of Maddie's birthday shall fall to the parent who

has parenting responsibility on that day.

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 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 travelling 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 and Hebrew School shall take precedence unless Maddie, with the support of Dr. Fliman, elects otherwise. 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 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. Flimman and attendance at Hebrew School 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 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 expresses a desire to do so and her therapist, Dr. Vivian Fliman, concurs that she is mature enough to make an intelligent and informed decision, 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".

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. 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.

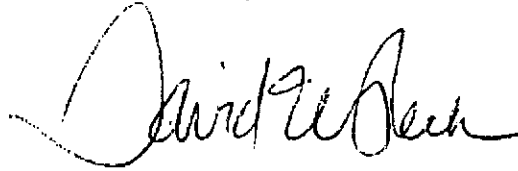
E. The parties shall alternate from year to year the responsibility for the scheduling of Maddie's routine wellness visits with her pediatrician and dentist. In odd numbered years it shall be Mother's responsibility and in even numbered years it shall be Father's responsibility.

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

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 the 30th day following the end of the quarter. Items decided pursuant to Article XVI shall be paid immediately upon the conclusion of the mediation or pc decision.

Submitted this day of April, 2008, by David Wade Peck, Esq., Guardian ad Litem.

A handwritten signature in black ink, appearing to read "David Wade Peck". The signature is fluid and cursive, with a large initial "D" and "P".


() 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 : CASE NO.: DR0500131
Plaintiff, : FILE NO.
v. : JUDGE PANIOTO
JON H. ENTINE : MAGISTRATE THEILE
Defendant. : DEFENDANT'S MOTION FOR
: SANCTIONS

Pursuant to R.C. §2323.51, Defendant Jon H. Entine ("Father"), by and through counsel, moves this Court for an award of attorney fees, court costs, and reasonable expenses for having to defend against Plaintiff Ellen Turner's ("Mother") frivolous Motion for Contempt and for Psychological Evaluation filed on February 19, 2008. This Motion is supported by the following Memorandum.

FILED
2008 APR -9 P 2:11
CLERK OF COURTS
HAMILTON COUNTY, OH

Respectfully submitted,



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MEMORANDUM OF LAW

R.C. § 2323.51 provides that a party adversely affected by frivolous conduct may file a motion for an award of court costs, reasonable attorney fees, and other reasonable expenses incurred in connection with the civil action. R.C. 2323.51(A)(2) defines frivolous conduct as any of the following:

(i) It obviously serves merely to harass or maliciously injure another party to the civil action or appeal or is for another improper purpose, including, but not limited to, causing unnecessary delay or a needless increase in the cost of litigation.

(ii) It is not warranted under existing law, cannot be supported by a good faith argument for an extension, modification, or reversal of existing law, or cannot be supported by a good faith argument for the establishment of new law.

(iii) The conduct consists of allegations or other factual contentions that have no evidentiary support or, if specifically so identified, are not likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

(iv) The conduct consists of denials or factual contentions that are not warranted by the evidence or, if specifically so identified, are not reasonably based on a lack of information or belief."

Here, Father seeks an award of attorney fees, court costs, and reasonable expenses for having to defend against Mother's February 19, 2008 Motion for Contempt and for Psychological Evaluation. Father incorporates by reference herein verbatim Father's Memorandum in Opposition to Plaintiff's Motion for Contempt and for Psychological Evaluation filed with the Court.

Mother's Motion seeks a finding of contempt against Father for placing inside Mother's house door copies of medical bills and receipts showing Father's payment of medical expenses incurred by Father on behalf of the parties' minor child, Maddie. Father is required

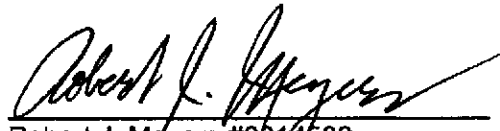
to provide the documents to Mother. There is no valid court order prohibiting Father from placing the documents inside the house door of Mother's residence. Mother has not asserted good grounds to support her claim of contempt against Father.

Mother's Motion also seeks an order requiring Father to submit to a mental examination under Civ.R. 35. Father's mental health is not in controversy. Mother has not demonstrated good cause to order Father to submit to a mental examination under Civ.R. 35. Civ.R. 35 has no application to Mother's post-decree motion for contempt. Mother has not asserted good grounds to support her request for a medical evaluation of Father.

Mother's Motion is frivolous as defined by R.C. 2323.51. It is not warranted under existing law, cannot be supported by a good faith argument for an extension, modification, or reversal of existing law, and cannot be supported by a good faith argument for the establishment of new law. Mother filed her contempt motion for the improper purposes of harassing, annoying and/or maliciously injuring Father and to needlessly increase Father's legal costs. Mother's Motion is legally and factually groundless.

Accordingly, Father is entitled to an award of attorney fees, court costs, and reasonable expenses for having to defend against Mother's frivolous Motion for Contempt and for Psychological Evaluation under R.C. § 2323.51.

Respectfully submitted:



Robert J. Meyers #0014589
Trial Attorney for Defendant, Jon H. Entine
BUECHNER HAFFER MEYERS
& KOENIG CO., L.P.A.
105 East Fourth Street
300 Fourth & Walnut Centre
Cincinnati, Ohio 45202
Telephone No.: 513-579-1500
Fax No.: 513-977-4361
Email: rmeyers@bhmklaw.com

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

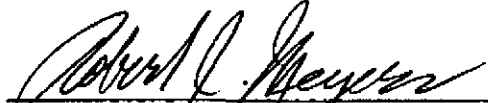
Suite 300

105 East Fourth Street
Cincinnati, Ohio 45202

(513) 579-1500

NOTICE OF HEARING

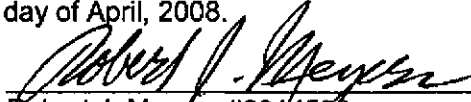
Please take notice that a hearing on the foregoing has been scheduled for the 2nd day of May, 2008 at 9:00 AM before Magistrate Theile, Room 2-102 at the Hamilton County Court of Common Pleas, Division of Domestic Relations, 800 Broadway, Cincinnati, Ohio 45202.



Robert J. Meyers #0014589
Trial Attorney for Defendant, Jon H. Entine

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Motion for Sanctions has been served upon Sallee Fry, Attorney for Plaintiff, Law Office of Sallee M. Fry, 2345 Ashland Avenue, Cincinnati, Ohio 45206 on this 9th day of April, 2008.



Robert J. Meyers #0014589
Attorney for Defendant

132732

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

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



D77845053

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

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

I. INTRODUCTION

Defendant Jon H. Entine ("Father"), by and through counsel, submits his Memorandum in Opposition to Plaintiff Ellen Turner's ("Mother") Motion for Contempt and for Psychological Evaluation. Mother's Motion lacks merit and must be denied. Father requests that the Court grant him attorney's fees for having to defend against Mother's frivolous motion.

FILED
2006 APR 9 2:11
CLERK OF COURTS
HAMILTON COUNTY, OH

II. STATEMENT OF THE RELEVANT FACTS

On November 30, 2005, the parties executed an Agreed Shared Parenting Plan concerning Maddie. On November 13, 2006, the Court approved the parties' Agreed Shared Parenting Plan and granted the parties a Final Decree of Shared Parenting.

Paragraph B of Article IV, of the Final Decree of Shared Parenting states that the parties will exchange all information regarding medical care coverage for the parties' minor child, Maddie, and that the parties will equally share all uncovered medical, dental and mental health care costs for Maddie.

Over the past several years, Father has incurred unreimbursed medical, dental, and mental health care costs on behalf of Maddie. In accordance with the Final Decree of Shared Parenting, Father has attempted to provide Mother with copies of the written documents (including copies of medical bills and receipts showing Father's payment)

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

verifying the unreimbursed health care costs incurred by Father for Maddie so that Mother can pay her share. Father has mailed the documents using certified mail service but Mother refuses to accept or claim the mail. Father has hired process servers to serve Mother with the documents at significant cost to Father. Mother refuses to answer the door when the process servers attempted to serve her.

As a last resort, Father has attempted to personally deliver the documents to Mother at her residence. On February 10, 2008, Father appeared at Mother's residence and knocked on the door. He received no answer although he knew she was at home. He tried the door knob and the door opened so Father placed the documents inside the door. Father did not physically enter the home.

Thereafter, on February 10 and 12, 2008, Father emailed Mother to advise her that he had left the documents inside her door as the house door was unlocked. Both emails are attached to Mother's Motion for Contempt and for Psychological Evaluation.

III. LAW AND ARGUMENT

Mother claims that Father should be held in contempt for delivering the documents verifying Father's unreimbursed health care costs that he incurred on behalf of Maddie. Mother has not cited any valid court order that prevents Father from delivering the documents to Mother at her residence. In fact, Paragraph B of Article IV, of the Final Decree of Shared Parenting requires Father to provide Mother with all information regarding medical care coverage for Maddie. Father has fully complied with the Final Decree of Shared Parenting. Mother's claim is unreasonable and unfounded.

First, there is no valid court order prohibiting Father from personally delivering the documents to Mother that he is required to provide her. Father did not physically enter the residence. If Mother was truly fearful of Father's behavior in opening her house door and placing the documents inside, then she could have contacted the police. Father is not aware of Mother contacting the police about the document delivery. Father is not aware of any

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

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

criminal charges asserted against him in connection with placing the documents inside Mother's house door.

Second, Mother created the situation about which she now complains. Mother has taken action to prevent Father from complying with Paragraph B of Article IV by deliberately evading the certified mail sent by Father and avoiding the process servers hired by Father. Had Mother accepted the certified mail, Father would not have had to go to Mother's house at all.

Mother also requests that the Court order a Civ.R. 35 psychological evaluation for Father because Father placed the health care bills and receipts inside her house door. Mother's request is ludicrous.

Civ.R. 35(A) provides:

When the mental or physical condition * * * of a party, or of a person in the custody or under the legal control of a party, is in controversy, the court in which the action is pending may order the party to submit himself to a physical or mental examination or to produce for such examination the person in the party's custody or legal control. The order may be made only on motion for good cause shown and upon notice to the person to be examined and to all parties and shall specify the time, place, manner, conditions, and scope of the examination and the person or persons by whom it is to be made.

The key factors in a request for a mental examination under Civ.R. 35 are that the mental condition of a party be "in controversy" and that the movant establish "good cause."¹ The "in controversy" and "good cause" requirements of Civ. R. 35 are not automatically established by mere conclusory allegations of the pleadings nor by mere relevance to the case.² The movant must affirmatively show that each condition as to which the examination is sought is "really and genuinely in controversy" and that good cause exists for ordering the examination.³

¹ *In re Guardianship of Johnson* (1987), 35 Ohio App.3d 41, 44, 519 N.E.2d 655.

² *Id.* (citing *Schlagenhauf v. Holder* (1964), 379 U.S. 104).

³ *Id.*

Here, Mother has not affirmatively demonstrated that Father's mental health is really and genuinely in controversy. Nor has she shown that good cause exists for ordering the examination. Mother's motion is about the method used by Father to deliver documents to Mother. Civ.R. 35 has no application to this case. Father's mental condition is not in controversy, and Mother cannot make it an issue on a whim.

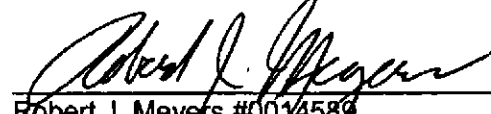
Mother's Motion is frivolous. There are no good grounds to support her claims. Mother filed her motion for the improper purposes of harassing or maliciously injuring Father and to needlessly increase the cost of litigation.

R.C. § 2323.51 provides that a party adversely affected by frivolous conduct may file a motion for an award of court costs, reasonable attorney fees, and other reasonable expenses incurred in connection with the civil action. Father has separately filed a motion under R.C. § 2323.51 seeking an award of court costs and reasonable attorney fees for having to defend against Mother's frivolous motion.

IV. CONCLUSION

Based upon the foregoing, there is no good faith basis for Mother's Motion, and it should be denied. Father respectfully requests that the Court order Mother to pay Father his reasonable legal fees, and court costs and expenses for having to defend against her frivolous Motion for Contempt and for Psychological Evaluation.

Respectfully submitted,



Robert J. Meyers #0014589
Trial Attorney for Defendant Jon H. Entine
BUECHNER HAFFER MEYERS
& KOENIG CO., L.P.A.
105 East Fourth Street
300 Fourth & Walnut Centre
Cincinnati, Ohio 45202
Telephone No.: 513-579-1500
Fax No.: 513-977-4361
Email: rmeyers@bhmklaw.com

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Memorandum in Opposition to Plaintiff's Motion for Contempt and for Psychological Evaluation has been served upon Sallee Fry, Attorney for Plaintiff, Law Office of Sallee M. Fry, 2345 Ashland Avenue, Cincinnati, Ohio 45206, on this 9th day of April, 2008.



Robert J. Meyers #0014589
Attorney for Defendant

132604

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

GREGORY HARTMANN
1000 MAIN STREET ROOM 315
CINCINNATI OH 45202
DOMESTIC RELATIONS

CERTIFIED MAIL



7194 5168 6310 0375 8411

PRESORT
FIRST CLASS



neopost

049J82043357

\$03.06

03/13/2008

Mailed From 45202
US POSTAGE

UNCLAIMED

03/13/2008 MOTION
DR0500131 D1 WAIVER
JON ENTINE
6255 S CLIPPINGER DR
CINCINNATI OH 45243

*and F/H
4340
3/17/08*



D77704685

REGULAR MAIL SENT

APR 01 2008

☐ A
☐ C
☐ S

- ☐ INSUFFICIENT ADDRESS
- ☐ ATTEMPTED NOT KNOWN
- ☐ NO SUCH NUMBER/ STREET
- ☐ NOT DELIVERABLE AS ADDRESSED
- ☐ UNABLE TO FORWARD

OTHER

RTS
RETURN TO SENDER

4524333253 0040

NOTIFICATION FORM

DOMESTIC RELATIONS COURT
HAMILTON COUNTY, OHIO

GREGORY HARTMANN
Clerk of Courts

CASE INFORMATION

Date: 3-11-08 ☒ Post Decree ☐ Pre Decree

Case No.: DR 05 00131

Caption: Ellen Turner vs Jon Entine

ATTORNEY INFORMATION

Attorney Name: Sallee Fry

Attorney Address: Law Office of Sallee M. Fry
Firm
2345 Ashland Ave
Street no.
Cincinnati OH 45206
City, State, Zip

Attorney Supreme Court No 0042625

☐ Address change only

COURT PARTY INFORMATION

Name of Client: Ellen Turner ☒ Plaintiff ☐ Defendant ☐ Other

Substituted for

GREGORY HARTMANN
CLERK OF COURTS
HAMILTON COUNTY, OH

2008 MAR 17 A 11:32

FILED

NA
(if applicable)



D77510088



Date Produced: 03/17/2008

HAMILTON COUNTY CLERK OF COURTS

The following is the delivery information for Certified item number 7194 5168 6310 0375 4154. Our records indicate that this item was delivered on 03/13/2008 at 01:32 p.m. in CINCINNATI, OH, 45209. The scanned image of the recipient information is provided below.

Signature of Recipient:

Signature of Recipient: *Sheila Hedrick*
Printed Name: Sheila Hedrick

Address of Recipient:

Address of Recipient: 3074 Madison

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 6283685SEQ1

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

John Kuntze
Plaintiff / Petitioner.

Date: 3-11-08

Case No. DA0500131

-vs/and-

File No. 6233969

Ellen Turner
Defendant / Petitioner

CSEA No. _____

Judge Parante
Judge / Magistrate's

ORDER FOR CONTINUANCE

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

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

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

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

THEREFORE, IT IS HEREBY ORDERED:

☒ This case is hereby continued to 5-2-08 at 9:00 am/pm for 2 hour(s), Court of Common Pleas, Division of Domestic Relations, 800 Broadway in Courtroom 2102 before Judge/Magistrate Thiele

For (type of hearing) _____

☐ The motion for a continuance is denied.

☐ Further Orders are as follows: _____



D77475221

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

[Signature]
Judge / Magistrate

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

[Signature]
Plaintiff

[Signature]
Defendant

[Signature]
Attorney for Plaintiff

Attorney for Defendant

Other (CSEA / GAL) _____



I | COURT | | FILE | | CSEA | | PARTY 1 | | PARTY 2

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

:

WRITTEN REQUEST FOR SERVICE
(TYPE OF PAPERS BEING SERVED)

MOTION FOR CONTEMPT AND
OBJECTIONS TO MAGISTRATE'S
DECISION

(X) PLEASE CHECK IF THIS IS A DOMESTIC CASE

PLAINTIFF ~~DEFENDANT~~ REQUEST:


CERTIFIED MAIL SERVICE X
PERSONAL SERVICE _____
PROCESS SERVER _____

REGULAR MAIL SERVICE _____
RESIDENCE SERVICE _____
FOREIGN SERVICE _____

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

ON
JON ENTINE AT
6255 S. CLIPPINGER DRIVE
CINCINNATI, OHIO 45243

Respectfully Submitted,


SALLEE M. FRY, 0042625
Counsel for Plaintiff

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

FILED

2008 MAR 12 A 11:09

GREGORY HARTMAN
CLERK OF COURTS
HAMILTON COUNTY, OH



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



D77451141

ELLEN L. TURNER

CASE NO. DR0500131

Plaintiff ☒ **OBJECTIONS TO MAG DECISION**

() MOTION TO SET ASIDE

Judge Panioto

Magistrate Theile

v.

() REQUEST FOR FINDINGS OF FACTS

JON H. ENTINE

Defendant

3/12/08
DATE

**OBJECTIONS TO
MAGISTRATE'S DECISION**

Now comes Plaintiff, Ellen Turner, by and through counsel, and hereby enters her Objections to the Magistrate's Decision with Findings of Fact and Conclusions of Law as set forth herein. The Magistrate's Decision was entered on February 28, 2008 and the following Objections are timely raised by Plaintiff:

1. Plaintiff objects to the dismissal of her Motion for Contempt for "(f)ailing to observe daughter's Birthday (Tues, 5/22 in odd years and letting her spend it with Mother" and for "(f)ailing to notify Mother of out-of-town travel". Plaintiff believes that the Transcript of Proceedings will support a finding of contempt against Defendant on both of these counts. The within Objections will be supplemented prior to the Objections Hearing as soon as the Transcripts are available and filed with the Court. Plaintiff believes the testimony will establish by clear and convincing evidence that Defendant is in contempt of Court in that he failed to comply with a valid court order.

2. Plaintiff objects to the granting of Defendant's motion for reappointment of a parenting coordinator and resulting Decision providing that "if an issue is not mediated successfully it shall be submitted to a panel of two Parenting Coordinators (PC's), one being a domestic relations attorney and one a mental health professional. The PC's shall be responsible for interpreting and, where necessary, enforcing the provisions of this Plan." Plaintiff objects to this provision as it circumvents the jurisdiction of the Domestic Relations Court to interpret and enforce the parties' Shared Parenting Plan. While the Magistrate's intentions are well-taken, it is nonetheless an abuse of discretion

GREGORY HARTMAN
CLERK OF COURTS
HAMILTON COUNTY, OH

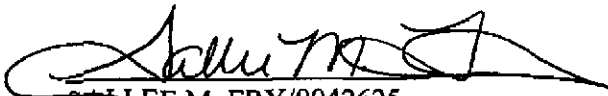
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FILED

to prevent a litigant from having this Court interpret and enforce its own Orders. This is the Court's duty if mediation is not successful.

WHEREFORE, Plaintiff respectfully requests that this Court overrule the Magistrate's Decision denying her Motion for Contempt, issue a finding of Contempt and award of expenses, and dismiss Defendant's Motion for Reappointment of a Parenting Coordinator and any and all other relief as may be just and proper.

Respectfully submitted,



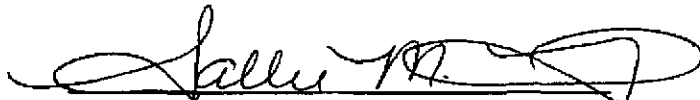
SALLEE M. FRY/0042625
Counsel for Plaintiff
2345 Ashland Avenue
Cincinnati, Ohio 45206
513-421-6000
513-763-3522 facsimile
postmaster@salleeatlaw.com

NOTICE OF HEARING

Please take notice that the foregoing Motion will be heard on the 15th day of May, 2008, commencing at 11:00 a.m. before the Honorable Judge Panioto of the Hamilton County Domestic Relations Court, located on the second floor, 800 Broadway, Cincinnati, Ohio 45202.

CERTIFICATE OF SERVICE

Service is requested by the Court.



SALLEE M. FRY/0042625
Attorney for Plaintiff

SECURITY FOR COSTS IN THE SUM OF \$ 500
DEPOSITED BY 42675

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

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

ELLEN L. TURNER

Plaintiff,

v.

JON H. ENTINE
Defendant

CASE NO. DR0500131

Judge Panioto
Magistrate Theile

MOTION FOR CONTEMPT

Now comes Plaintiff, Ellen Turner, by and through counsel, and hereby moves this Court for an Order finding Defendant in Contempt of Court for failing to comply with a Court Order. On February 22, 2008, Defendant knowingly violated the Shared Parenting Provision by refusing to relinquish custody of the parties' minor child ("Maddie") to Plaintiff at 8:30 a.m. On Friday, February 22, 2008, Maddie's school was closed due to inclement weather. Maddie was at Defendant's home. Plaintiff sent an email stating she is "fine with Maddie sleeping in and coming over by 9:30 a.m." Under the Shared Parenting Plan, page 3, Maddie shall reside with Father from Wednesday morning...and "continuing to Friday AT THE COMMENCEMENT OF SCHOOL...OR at 8:30 A.M. IF IT IS A NON-SCHOOL DAY..." (Emphasis added). Defendant responded that "Today is a school day" and refused to turn Maddie over to her Mother until 3:30 p.m. which is the CONCLUSION of school. The terms are not vague or unclear whatsoever. Either he relinquishes at the commencement of school if it is a school day or at 8:30 a.m. if it is a non-school day. Clearly, this was a "non-school" day and the time is specified. Even if it could be interpreted that this was still a "school-day", then Defendant's time ended when school started (even though it never started).

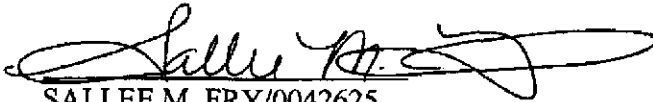
Plaintiff sought the assistance of the Indian Hill Rangers in having Maddie returned to her at 9:30 a.m. However, Defendant told Lt. White that since it is a school day, he does not need to give up custody of Maddie until 3:30 p.m. He further stated to Lt. White that "she can file another contempt on him since he has won all 9 that she has filed so far." He refused to turn over custody of Maddie.



D77451135

WHEREFORE, Plaintiff respectfully requests that this Court find Defendant in Contempt of Court for violating the terms of the Shared Parenting Plan, page 3, an award of attorneys fees and expenses and any and all other relief as may be just and proper.

Respectfully submitted,



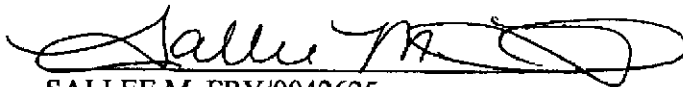
SALLEE M. FRY/0042625
Counsel for Plaintiff
2345 Ashland Avenue
Cincinnati, Ohio 45206
513-421-6000
513-763-3522 facsimile
postmaster@salleeatlaw.com

NOTICE OF HEARING

Please take notice that the foregoing Motion will be heard on the 2ND day of May 2008, commencing at 9 a. .m. before the Honorable Magistrate Theile of the Hamilton County Domestic Relations Court, located on the second floor, 800 Broadway, Cincinnati, Ohio 45202.

CERTIFICATE OF SERVICE

Service is requested by the Court.



SALLEE M. FRY/0042625
Attorney for Plaintiff

County Writ
Hamilton County Sheriff's Department



Tuesday, March 11, 2008

Case No.	Date Received	Type of Paper	Return Date
DR0500131	3/11/2008	Motion For Contempt, Decree of Divorce, Motion to Modify	

Service On
ELLEN TURNER

Address
800 BROADWAY

County	State	Case Caption
Hamilton	Ohio	ENTINE VS TURNER

Date Served	Time	Deputy	Type of Service	Person Served
3/11/2008	8:30	LOWENSTEIN	PERSONAL	

Sheriff Fees	Mileage	Date Paid	Check No.	TOTAL
\$13.00	\$3.50			\$16.50

OFFICER'S

FILED

2008 MAR 11 P 2:56

GREGORY HARTMAN
CLERK OF COURTS
HAMILTON COUNTY, OH



D77435761

Tuesday, March 11, 2008

Page 1 of 2

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

ENTIRE

CASE NO. DR 0500131

-VS-

WRITTEN REQUEST FOR SERVICE
(TYPE OF PAPERS BEING SERVED)

TURNER

subpoena

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

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

DAVID PECK

3074 MADISON RD.

CINCINNATI, OH 45209

SIGNATURE

PHONE NUMBER

ADDRESS

ATTORNEY NUMBER

C:\MSOFFICE\WINWORD\WRITEREQ.DOC



D77415211

GREGORY HARTMAN
CLERK OF COURTS
HAMILTON COUNTY
2008 MAR 10 P

SECURITY FOR COSTS IN THE SUM OF \$ 50.00
DEPOSITED BY JON ENTINE

March 10, 2008

Case No. DR0500131

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

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

() POST DECREE

Vs.

Ellen Turner
6720 Camaridge Lane
Cincinnati, OH 45243

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 7 (seven) days of submission of proof of payment

(1) Out-of-pocket medical expenses for 2005 and 2006 totaling \$151.51

Article IVB of the Shared Parenting Plan requires that "The parties shall exchange /reconcile the out of pocket health care costs and other medical receipts once a year, on or about January 31 each year. Reimbursement shall occur within 30 days of the exchange." (Exhibit 31).

Mr. Entine had previously submitted documentation for out-of-pocket medical expenses for 2005 in late January 2006 and for 2006 by February 1, 2007, including copies of all checks and credit card receipts. Copies of all documentation for 2005 and 2006, including all documents, were submitted a second time, during 2007. Ms. Turner refused to pay those expenses or challenge any single expense.

Mr. Entine filed a motion for contempt and a demand for payment with the court and testimony was heard before the magistrate on November 30, 2007. In an attempt to reach a negotiated settlement with the Ms. Turner so as not to waste the court's time, Mr. Entine withdrew this motion on January 31, 2008. During that same hearing, Ms. Turner demanded payment of her out-of-pocket medical expenses that she had incurred during 2005 and 2006. The Mr. Entine readily concurred with her demand and voluntarily agreed to pay those expenses. On February 9, Mr. Entine again submitted directly to Mr. Entine by dropping documents off at her house the summary and additional records establishing his out-of-pocket expenses for 2005, 2006, and 2007 (Exhibit 32). Ms. Turner sent a note back to Mr. Entine on February 16 (Exhibit 33), paying \$56.76 for 2007 but refusing to pay all that she legally owed, claiming, "2005-2006 are not owed per divorce decree."



D77419954

2008 MAR 10 P 3:38

GREGORY H. TURNER
CLERK OF COURTS
HAMILTON COUNTY, OH

Ms. Turner is wrong and frivolous in her refusal to pay because:

- **It directly contradicts her own testimony and demands made before the magistrate in November 2007 and January 2008.**
- **It directly contradicts the final Decree of Divorce, filed with the court on November 7, 2006, in clause 7.3, which states: "All pending uncovered medical expenses shall be paid pursuant to terms of the Shared Parenting Plan" (Exhibit 34)**
- **Mr. Entine has followed to the letter the requirements of the SPP, Article IVB. (Exhibit 31)**

Considering the above, Mr. Entine asks the court to order Ms. Turner to pay these thrice submitted requests for out of pocket medical expenses for 2005 and 2006 and to hold Ms. Turner in contempt for her frivolous refusal to meet her parental obligations for their daughter's health cost needs as detailed in the divorce decree and the SPP, which Ms. Turner agrees are the ruling documents in this matter.

(2) COBRA payment for March 2008 totaling \$60.05

In court on January 31, Mr. Entine introduced the document "COBRA PAYMENTS FOR MADELEINE OWED BY ELLEN TURNER" (Exhibit 35), which was accepted without challenging testimony by Ms. Turner and subsequently relied upon by the magistrate to make his February 14th ruling.

On February 9, Mr. Entine presented Ms. Turner with documents showing that he had paid COBRA for the month of March on behalf of their daughter and asked for timely payment of Ms. Turner's share. (Note that according to the blueprint for the final decree of divorce titled \ "Turner v. Entine Outline of Final Agreement," and signed by both parties and their lawyers on September 14, 2006, COBRA payments owed by one parent to the other must be paid by no later than the tenth day of each month (Exhibit 36). As of the filing of this motion, Ms. Turner has not paid her share of their daughter's COBRA expense for the month of March 2008.

In his February 14 ruling, the magistrate ruled that "Wife owes husband \$1980.52," relying on As noted in the magistrate's ruling, by complying with the ruling, by writing a check for \$240.63 (Exhibit 33), COBRA/monthly medical premiums were paid through February 2008.

Ms. Turner unequivocally owes her share of their daughter's COBRA for the month of March. The only question that remains is: How much does Ms. Turner owe for the month of March?

In the document COBRA PAYMENTS FOR MADELEINE OWED BY ELLEN TURNER (Exhibit 35) submitted on January 31 to the court and relied upon by the magistrate for his February 14 decision, Mr. Entine had mistakenly listed the amount owed by Ms. Turner for her share as \$114.82—a figure provided to Mr. Entine orally by

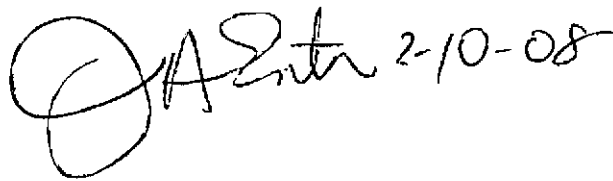
Blue Cross/Blue Shield, which was a new carrier, but had not as of January 31 provided documentation of the new medical costs. Mr. Entine subsequently learned on March 3 that the correct figure owed by Ms. Turner is \$96.565 per month or half of the \$193.13 COBRA payment owed in total for daughter's insurance (Exhibit 37).

According to these new figures, the magistrate had ordered the Ms. Turner to overpay by \$18.26 for January COBRA and \$18.26 for February COBRA for a total overpayment of \$36.52. Therefore, for the month of March, Ms. Turner owed the newly established monthly rate of \$96.57 minus the overpayment of \$36.52 for a new total \$60.05.

Mr. Entine outlined this to Ms. Turner in an email and posting on Our Family Wizard February 21 (Exhibit 38) and a subsequent posting and email on March 3 (Exhibit 39) and in a duplicate of that note in a letter placed in Ms. Turner's mailbox accompanied by supporting documents. Ms. Turner has so far refused to respond or even acknowledge receipt of those materials as of this filing and has so far refused to pay her legal obligations for her daughter's COBRA.

Ms. Turner's intransigence is wrong and frivolous. Mr. Entine asks the court to hold the Ms. Turner in contempt and order Ms. Turner to pay her daughter's medical premium for March. To ensure there will be no future frivolous violations by Ms. Turner, Mr. Entine asks and to order that the parent responsible for paying their daughter's medical premiums be reimbursed for half of the payment within 7 (seven) days of presenting the documentation of said payment to the other parent.

Further, because of the frivolous handling of these unambiguous obligations by the Ms. Turner to pay the medical costs of their daughter, according to the clear requirements of the shared parenting plan, the divorce decree, and related documents, Mr. Entine asks that Ms. Turner be ordered to pay all costs associated with this filing, including cost of legal representation, a summary of which will be presented by Mr. Entine at the hearing.

 J. A. Entine 2-10-08

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

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

ARTICLE IV. HEALTH CARE/CHILD SUPPORT, ETC.

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

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

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

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

Ellen Turner's Owed Out-of-Pocket Medical Bills through 12/31/2007

I've supplied receipts and summaries for 2005 and 2006 on five occasions, including by certified mail. I include, again, a summary and the "patient financial history" for Maddie from Madeira Family Practice, whose bills I paid throughout 2005, 2006, 2007.

2005

8/5/05	Madeira Family Practice Jon paid: \$11.54	Ellen owes: \$5.77
8/5/05	MFP—Ellen filed custody challenge: court ordered MFP to prepare records Jon paid: \$20	Ellen owes: \$10
11/9/05	Madeira Family Practice Jon paid: \$9.58	Ellen owes: \$4.79
12/12/05	Madeira Family Practice Jon paid: \$27.19	Ellen owes: \$13.59
2005	pharmacy bills for Maddie Jon paid: \$105.67	Ellen owes: \$52.83

2006

1/27/06	Madeira Family Practice	
1/30/06	Madeira Family Practice Jon paid: \$46.86	Ellen owes: \$23.43
5/4/06	Madeira Optical Eye Exam Jon paid: \$69	Ellen owes: \$34.50
11/19/06	Madeira Family Practice Jon paid: \$6.81	Ellen owes: \$3.40
12/12/06	Madeira Family Practice Jon paid: \$12.78	Ellen owes: \$6.39

2007

7/24/07	Madeira Family Practice Jon paid: \$6.39	Ellen owes: \$3.19
9/12/2007	Madeira Family Optical Jon paid: \$100.53	Ellen owes: \$50.26
11/7/07	Madeira Family Practice Jon paid: \$662	Ellen owes: \$3.31

Total owed by Ellen

\$208.27

EXHIBIT 33

To: Jon Entine

From: Ellen Turner


Date: February 16, 2008


Re: Medical Bills/Payment for 2007

Please find the following checks for Medical:

- 1- \$240.63 for 2007 COBRA for Maddie
- 2- \$56.76 for the 2007 out-of-pocket (2005-06 are not owed per the divorce decree)

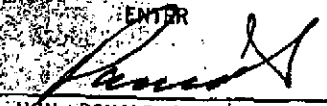
Ellen Turner

ELLEN TURNER 6720 CAMARIDGE LANE CINCINNATI, OH 45243		1674 12/410 104587980
PAY TO THE ORDER OF <u>Jon Entine</u>		DATE <u>2/16/08</u>
<u>two hundred forty & 63/100</u>		\$ <u>240.63</u>
National City 7136 Miami Ave. Cincinnati, OH 45243		DOLLARS 
FOR <u>2007 COBRA</u>	<u>Ellen Turner</u>	MP

ELLEN TURNER 6720 CAMARIDGE LANE CINCINNATI, OH 45243		1675 12/410 104587980
PAY TO THE ORDER OF <u>JON ENTINE</u>		DATE <u>2/16/08</u>
<u>fifty-six & 76/100</u>		\$ <u>56.76</u>
National City 7136 Miami Ave. Cincinnati, OH 45243		DOLLARS 
FOR <u>2007 out of pocket MED.</u>	<u>Ellen Turner</u>	MP

OCC

EXHIBIT 34A

COURT OF COMMON PLEAS
ENTER

HON. RONALD A. PANIOTO
THE CLERK SHALL SERVE NOTICE
TO PARTIES PURSUANT TO C.R.
RULE 58 WHICH SHALL BE TAXED
AS COSTS HEREIN.

Judge Ronald A. Panioto

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

ELLEN L. TURNER

DATE: _____

COSTS PAID
GREGORY HARTMANN
CLERK OF COURT OF COMMON PLEAS

CASE NO. DR 0500131

FILE NO. E

VS.

NOV 8 7 2006

JON H. ENTINE

DEPUTY CLERK
HAMILTON CO. OHIO

DECREE OF DIVORCE

Judge Panioto

Magistrate Theile

Defendant

This cause came on for a hearing on the 7th day of November, 2006 on the Complaint of Plaintiff, Defendant having withdrawn his Counterclaim, both parties being present and both represented by counsel, and the Court finds from the evidence that Plaintiff is and was for at least six months immediately preceding the filing of the Complaint a resident of the State of Ohio; that Plaintiff and Defendant have been living separate and apart without cohabitation for more than one year, as amended in accordance with Rule 15 per counsel's oral motion, and that by reason thereof, Plaintiff is entitled to a divorce; that Defendant has been duly served with summons and a copy of the Complaint as required by law, which service is hereby approved, and that the Court has jurisdiction of the cause of this action and the parties hereto, and that the parties were married on the 15th day of May, 1994 at Tarrytown, New York and that one child was born the issue of the parties, namely, Madeleine Entine, born May 22, 1998, and that Plaintiff is not now pregnant.

1. IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff be and is hereby granted a divorce from Defendant; that the marriage is hereby dissolved and that

Rules of the American Arbitration Association with Alan Bieber, CPA serving as the arbitrator of disputes. The cost of arbitration will be paid as the decision finder may direct.

4.4 All spousal support payments from Wife to Husband shall terminate sooner than as set forth above upon the first of the following to occur: (1) the death of either party or; (2) Husband's remarriage or cohabitation by Husband with another woman tantamount to marriage.

4.5 Husband and Wife each understand and agree that all of the installments of spousal support provided for in this Agreement are intended to be deductible to Wife and taxable alimony to Husband for federal and state income tax purposes.

4.6 The parties understand the spousal support provisions are not subject to the Court's continuing jurisdiction and therefore, are not modifiable or reviewable by the Court. The Court will not retain jurisdiction over spousal support except to enforce the specific provisions as set forth in Paragraphs 4.1 through 4.5 of this Separation Agreement.

V. CHILD SUPPORT

5.1 Neither party shall pay child support until the Class I Spousal Support terminates. At that time, the matter of child support will be reviewed by the Court or as agreed upon by the parties.

VI. COUNSEL FEES AND COURT COSTS

6.1 Each party shall be responsible for the payment of his or her attorney fees incurred in this action.

6.2 The parties shall share equally the Court costs incurred in this action.

VII. MISCELLANEOUS

7.1 Husband has reimbursed Wife for COBRA costs through November 30, 2006. Husband shall be responsible for his own COBRA costs effective December 1, 2006.

7.2 Wife has reimbursed Husband for piano expenses.

7.3 All pending uncovered medical expenses shall be paid pursuant to the terms of

the Shared Parenting Plan.

7.4 In accordance with the parties' agreement, Husband has dismissed Wife and Turner & Humbert, LLC as defendants from the defamation action known as *Jon H. Entine v. Bruce Humbert, et al.*, Court of Common Pleas, Hamilton County, Ohio, Case No. A0603809.

VIII. CONTINUING JURISDICTION

8.1 The Domestic Relations Court of Hamilton County, Ohio, shall retain jurisdiction to effectuate any and all provisions of this Agreement which relate to the division of property.

IX. COMPLETE AGREEMENT

9.1 Subject only to the obligations of either party to the other as set forth herein, this Agreement shall be a full and complete division of all marital property rights between the parties, each of whom does by the provisions hereof release, satisfy and discharge all claims and demands against the other, pertaining to all rights of dower, inheritance, descent and distribution, allowance for support, right to remain in the mansion house, right to administer the estate of the other, all rights of surviving spouse, heir, legatee, devisee, and next of kin in the estate of the other, and all other rights in all marital property which each now owns.

9.2 Except as specifically restricted by this Agreement, each party may freely sell, transfer, or otherwise dispose of his or her own property and assets by gift, deed, or last will and testament. Upon the death of either party, all of his or her property, both real and personal, which shall not have been disposed of during life or by last will and testament, shall descend to, vest in, and distribute to such person or persons as would be entitled to the same under the statutes of descent and distribution in the State of Ohio then in effect had the surviving party died during the life of the other party. Each party forever releases the other party from all claims and causes of action with respect to a division of marital property except for the obligations and claims set forth in this Agreement.

X. INCORPORATION INTO DECREE

COBRA PAYMENTS FOR MADELEINE OWED BY ELLEN TURNER**Summary through January 31, 2008:**

Refund of money Ellen collected in December 2006:	\$160.28
January COBRA	\$145.30
February COBRA	short-changed by .30
March COBRA	\$145.30
April COBRA	\$145.30
May COBRA	\$145.30
June COBRA	\$145.30
July COBRA	\$145.30
August COBRA	\$145.30
September COBRA	\$145.30
October COBRA	\$145.30
November COBRA	\$145.30
December COBRA	\$145.30
January 2008 COBRA	\$114.82
February 2008 COBRA	\$114.82
Total COBRA not paid by Ellen to Jon as of 1/31/08	\$1988.52

Turner v. Entine Outline of Final Agreement

1. The residence on S. Clippinger may be offered or listed for sale by Jon and he will be responsible for all decisions of sale including, but not limited to, selection of a realtor, listing price, etc. Ellen will sign a Quit Claim Deed to Jon. Jon will sign a non-interest bearing promissory note and mortgage to Ellen for \$190,000.00 subject to terms of Decree. No other debt will be incurred against the property before July 1, 2007 except to pay Ellen her interest in the property.

Assuming the house is sold by April 30, 2007, proceeds will be divided as follows:

Jon to receive the first \$450,000.00 and credit for principal paydown from October 1, 2006 to date of sale. The remainder of the net proceeds shall be divided 50/50.

Ellen will have the right of first refusal on sale. Jon will immediately provide Ellen verification of an offer made which he is willing to accept and Ellen will decide whether to exercise her right of first refusal within 2 business days of the verification and will close within 45 days thereafter. Ellen will be excluded in the listing contract with the realtor from commission.

As of 10/1/06, each party will pay their own household expenses, including COBRA, mortgages and real estate taxes. Jon will hold Ellen absolutely harmless on the mortgage and indemnify her from any liability thereon. Ellen will be entitled to receive monthly notice from Washington Mutual that Jon is current on the mortgage payments. In the event of a default of payment, the Court shall retain jurisdiction to award attorneys fees and costs to Ellen. Jon will remove Ellen from the note secured by the mortgage by applying to refinance the mortgage by May 1, 2007 and every 6 months thereafter with an absolute release date concluded by July 1, 2008 or by other consent of the lending institute to remove Ellen from the liability.

If the S. Clippinger home is not sold by April 30, 2007, then Jon must buy out Ellen's interest at a fixed sum of \$190,000.00 paid by June 30, 2007.

2. Ellen will retain all Sara Lee benefits going forward and currently held by her or on her behalf.
3. The assets already divided are to remain as divided, except household goods.

4. Each party will retain their own retirement/other investment assets currently in his or her name.
5. Effective October 1, 2006 and for 36 months, Class 1 support is \$3,000.00 per month (all spousal, no child).
Class 1 spousal support is to be by direct payment to Jon by the 5th of each month.

Class 2 is to be 25% of earned income (excludes Sara Lee) in excess of \$200,000.00 gross income (net of reasonable and necessary business expenses) earned by Ellen's labor in calendar years 2007, 2008 and 2009.

In the event of any dispute as to earned income, an ADR clause will apply with Alan Beiber as the arbitrator of disputes, including, but not limited to, making any decisions as to the documents which must be produced by Ellen.

Spousal support terminates earlier in the event of death of either party, remarriage or cohabitation by Jon. Beyond this, the Court will not retain jurisdiction to modify, terminate, extend or otherwise alter spousal support for any reason.

Ellen is to provide evidence of her gross income and business expenses by 2/5/08, 2/5/09 and 2/5/10.

25% payments scheduled to be paid directly by Ellen to Jon as follows:

Feb 15, 2008
Feb 15, 2009
Feb 15, 2010

6. Assuming the Entine family ring can be located by either party, it is to be retained by Jon. Both parties shall allow access by Larry Glassman to search the areas of their homes where the ring may be located upon signing this Agreement to attempt to locate the ring. If the ring cannot be located after due diligent search set forth herein, then Ellen agrees to designate Maddie as the beneficiary of certain pieces of jewelry she owns as follows at her death: platinum diamond ring designed in 1988, the pink sapphire necklace and earrings and the opal necklace.

7. All other claims are released, except household goods and personal property and 2005 tax returns. These issues are to be mediated or determined by binding arbitration with Larry Glassman by 10/10/06.

8. Jon dismisses Ellen and Turner + Humbert from defamation suit by 3 p.m. Monday, 9/18/06 or this agreement is null and void.
9. Jon retains Yukon with title transferred by final hearing date in this matter.
10. Ellen retains her leased car.
11. Child support set at zero until Class 1 spousal support terminates and then to be reviewed by the Court or as the parties may agree.
12. Jon shall reimburse Ellen for COBRA by the earlier of the final hearing date or 10/10/06 and every month thereafter as soon as the payment is due until final hearing date. Jon to be responsible for his own COBRA costs effective 10/01/06. Ellen shall reimburse Jon for piano expenses by the earlier of the final hearing date or 10/10/06. All pending uncovered medical expenses shall be paid per the shared parenting plan.
13. The parties shall alternate claiming Maddie as an exemption with Jon claiming in even years and Ellen in odd years. If the exemption is phased out by the party entitled to claim her in their respective year, then notice shall be given to the other parent by 3/15 to allow the other parent to claim her.
14. All pending motions are hereby dismissed without prejudice, all trial dates vacated and this matter shall be set for final merits hearing.

Ellen Turner 9/14/06
Ellen Turner

Jon Entine 9-14-06
Jon Entine

And all Counsel of Record:

Judy 9/14/06

Valerie M. Fry 9/14/06

Robert J. Myers 9/14/06

Christa J. Hays 9/14/06

CAP 101131
3/3/08

SARA LEE CORPORATION Open Enrollment
Account #: 3620890494
2008 Monthly COBRA Rate Sheet
Division: SX Unit: MP

MEDICAL

Plan Name	Carrier Code	Option Code	Family Status			
			Individual (1)	Indiv + Spo (9)	Ind+Children (15)	Family (3)
BLUE CROSS BLUE SHIELD IL MED/RX	380P	D	398.15	772.86	659.93	1034.65
BLUE CROSS BLUE SHIELD IL MED/RX	380P	E	312.08	595.62	511.25	796.88
BLUE CROSS BLUE SHIELD IL MED/RX	380P	F	299.59	571.79	492.72	765.00

* Any Premium indicated with * reflects the current rate and is subject to change.
 Note: Rates include a 2% administration fee.

DENTAL

Plan Name	Carrier Code	Option Code	Family Status			
			Individual (1)	Indiv + Spo (9)	Ind+Children (15)	Family (3)
DELTA DENTAL OF ILLINOIS	D120	A	30.94	63.41	52.59	85.07

* Any Premium indicated with * reflects the current rate and is subject to change.
 Note: Rates include a 2% administration fee.

VISION

Plan Name	Carrier Code	Option Code	Family Status			
			Individual (1)	Indiv + Spo (9)	Ind+Children (15)	Family (3)
VSP - FULL SERVICE PLAN	V102	A	7.13	11.40	11.64	18.77

* Any Premium indicated with * reflects the current rate and is subject to change.
 Note: Rates include a 2% administration fee.

MARADIE'S COST

\$193.13

÷
2

\$ 96.57
EACH

Subject: Unpaid out of pocket medical expenses for 2005/2006

Date: Thursday, February 21, 2008 5:11 PM

From: Jon Entine <runjonrun@earthlink.net>

To: ellen.turner@gmail.com

Conversation: Unpaid out of pocket medical expenses for 2005/2006

Hi Ellen,

I was shocked that you are refusing to pay owed medical expenses for 2005 and 2006, claiming, as you did in your letter to me, that you will not pay them "per the divorce decree."

This is not constructive. The divorce decree is absolutely 100 percent clear that you owe this. Moreover, you argued this yourself in court when you sued me for not payment of your medical expenses!

Just to summarize what our divorce decree says:

--7.3 if the divorce decree says, "All pending uncovered medical expenses shall be paid pursuant to the terms of the Shared Parenting Plan."

As you know, and as we have both have records of this, including filed with the court, I have followed the provision of the SPP to the word, provision IVB, as far as reimbursement of medical expenses. I submitted all documents to you, and got a return receipt, for medical years 2005 and 2006.

Ellen, please consult with your lawyer about this. The magistrate will not be happy that you are turning this into a game. You lost all six cases before you in the last go round. Please, take your finger off the trigger. Please pay this within the week or it will be litigated in court, and you will have to pay expenses in this regard.

We have a chance to work cooperatively even when we disagree. Let's grab this opportunity.

Regards,

Jon Entine

Subject: Attached is the court document of what you owed on COBRA payments through January 31, 2008

Date: Monday, March 3, 2008 10:47 AM

From: Jon Entine <runjonrun@earthlink.net>

To: ellen.turner@gmail.com

Conversation: Attached is the court document of what you owed on COBRA payments through January 31, 2008

Hi Ellen,

Thanks for your letter, received today.

Attached is the document, introduced into evidence and accepted by you, and used by the magistrate to make his ruling as to COBRA payments, and now legally owed by you. It includes all money owed by you to me for COBRA payments through February 2008. As I had no bill for March in January, and did not include it in my summary, accepted by the court and by you in your testimony, it clearly did not include the March payment.

So you do owe me the March COBRA payment, and it is due tomorrow.

There is a minor mistake on the monthly COBRA payments for this year, I found out today. The \$114.82 monthly figure of the break-out on Maddie's share of the medical costs that began in January 2008 was the figure I called to me by phone by COBRA last December and through January (they didn't have a hard copy to send me, as Blue Cross was taking over the old Definity Health program). I asked them for a hard copy today and the figures are slightly different, I'm told. I've asked them for a hard copy to be sent to me via PDF, and will have it to you later this afternoon. I will put a copy in your mailbox in an envelope.

They did go over the actual figures with me today, and here is what it comes to:

I pay \$492.72 a month for individual and one child BC/BS Option F. If I was paying for me alone, it would come to \$299.59. That means Maddie's share is not \$114.82 as they had originally told me in December, but \$193.13. That means we each owe \$96.57. That means that the court ordered you to pay an extra \$18.26 more than you actually owed for the months of January and February 9 (e.g.: you should have owed \$96.57 but paid, through the court order, \$114.82 for each month).

You still have not paid me for March COBRA. I paid the entire bill more than a week ago and sent you a photocopy of the check as proof of payment, which you acknowledge getting. Your share for March is NOT \$114.82, as I had thought it was, but \$96.57.

That means you overpaid for January and February by $2 \times \$18.26$ for a total of \$36.52.

So you actually owe me, for the month of March, due tomorrow, $\$96.57 - \36.52 (overpayment for Jan/Feb) = \$60.05

NOTE: You also only paid me \$55.76 of the \$208.27 owed to me for out of pocket medical expenses for 2005 and 2006, which is a shortfall of \$151.51. See attachment. There is NO QUESTION the court will order you to pay this, as it is required by the SPP, which does not forgive

medical debts owed. PLEASE get it over with and pay what you owe.

OWED to me by tomorrow: \$2,156.

If it is not paid by the end of this week, I will have to add this to the April docket. I hope we don't have to go there.

Regards,

Jon

SECURITY FOR COSTS IN THE SUM OF \$ 50.00
DEPOSITED BY JDN ENTINE

March 10, 2008

Case No. DR0500131

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

Vs.

Ellen Turner
6720 Camaridge Lane
Cincinnati, OH 45243

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



D77419975

Motion to modify divorce decree

To fulfill her obligation to provide complete and accurate expense and income verification so she can comply with Class II Spousal Support as agreed Under Article IV,4.2,B of the divorce decree (Exhibit 11), which was, originally filed with the court on November 7, 2006, Ms. Turner must "provide evidence of her gross income and business expenses to Husband no later than February 5" in 2008, 2009, and 2010, and make payments due by February 15, 2008, 2009, and 2010. Mr. Entine believes that the fifth day of February is too early in the calendar year to ensure that Ms. Turner has fulfilled/will fulfill her obligation. Mr. Entine asks the court to permanently modify the divorce decree so that Ms. Turner must take three extra months, until May 5 in 2008, 2009, and 2010 to comply with this Article, and that she be ordered to wait until May 15 in 2008, 2009, and 2010 to make payments as might be due.

Background:

Ms. Turner sent Mr. Entine an envelope, received February 3, 2008, that included copies of two 1099s, a "draft" Schedule C, and a letter, dated February 1, 2008, from Brian C. Stautberg of the firm Cassady, Schiller & Associates to Ms. Turner stating that the "draft copy includes all of your earned income for 2007." The envelope contained no documentation of the expenses claimed on the draft Schedule C (Exhibit 12).

Mr. Entine maintains that under the current tax regulations and by common practice, Ms. Turner was not in a position by the date of Mr. Stautberg's letter to Ms. Turner to provide a convincingly complete and accurate accountability of her income and expenses and will not be in a position in future years to provide complete and accurate expense and income verification by the fifth day of February.

Current regulations set January 31 as the postmark date for 1099 forms that document non-payroll income. However, in practice that rule is widely ignored. (See Exhibit 13: copy of envelope, which contained a 1099 sent to Mr. Entine in 2008, two weeks past the supposed deadline) Households often do not receive their 1099s until mid-February and sometimes later. Even if all organizations that had retained Ms. Turner during 2007 had

followed the regulation to the letter, and postmarked their 1099s to Ms. Turner on or near January 31st, it could well have been physically impossible for her to have received those 1099s by January 31. It therefore could have been impossible for Ms. Turner to have received them, taken those documents and all additional income and expense documents to Mr. Stautberg to analyze, and then had Mr. Stautberg analyze those documents and prepare a draft of her Schedule C, review it with Ms. Turner, then send a note to Ms. Turner—all by February 1, the date of Mr. Stautberg's note. Mr. Stautberg's note could in fact be accurate only if every one of Ms. Turner's employers had sent her, well before the January 31 deadline, all owed 1099s. In other words, Mr. Stautberg's note to Ms. Turner may have been accurate as of February 1st, but subsequently inaccurate as more evidence of Ms. Turner's income came over the transom.

After receiving Mr. Stautberg's note from Ms. Turner, and recognizing the Catch-22, Mr. Entine respectfully asked that Ms. Turner declare in writing that she neither received nor anticipated receiving any more 1099s for tax year 2007, nor had any more income that was not represented on the "draft". Mr. Entine was rightfully concerned about the accuracy of this year's returns and that a precedent would be established for future years, when Ms. Turner's income could be expected to soar (Note that Ms. Turner represented to the magistrate during testimony in January 2006 that she expected her income that year to be approximately \$250,000 and that she expected it to rise considerably in subsequent years). To resolve this concern, and forestall this court action, all Ms. Turner had to do was write "yes" or "no." Ms. Turner rejected that simple request, instead writing to Mr. Entine on February 15 that she had "abid[ed] by the terms of the divorce decree" (See Exhibit 14). Ms. Turner also did not respond to Mr. Entine's offer that he would pay for Mr. Stautberg to write a definitive note and submit documents, after the filing of Ms. Turner's taxes.

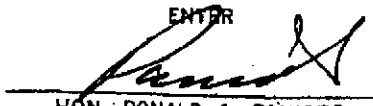
Ms. Turner's unwillingness to cooperate needs to be seen in context. In January 2005, in her initial filing for divorce, Ms. Turner illegally under reported her estimated income by more than \$300,000, with the low figure used by the magistrate to set her spousal payments well below what she would have been required to pay if she had been honest. Considering that history, and under the current wording of the divorce decree, Mr. Entine is not reasonably assured that she is now providing all the documents necessary to verify her complete and accurate expenses and income. This issue will arise again in 2009 and 2010 as long as Ms. Turner can, as she wrote on February 15, point to the vague documentation requirements of the current divorce decree.

Mr. Entine has a reasonable right to expect that the documentation that will determine his limited spousal support is accurate, as his and his daughter's welfare depend upon it. Moreover, it is the order of the court. Mr. Entine therefore asks the court to modify the wording of the divorce decree so that Ms. Turner must take until May 5 in 2008, 2009, and 2010 to comply, with May 15 in 2008, 2009, and 2010 set as the new date for Ms. Turner to make payments as might be due.

 3-10-08

ACC

EXHIBIT 11

COURT OF COMMON PLEAS
ENTER

HON. RONALD A. PANIOTO
THE CLERK SHALL SERVE NOTICE
TO PARTIES PURSUANT TO CIVIL
RULE 58 WHICH SHALL BE TAXED
AS COSTS HEREIN.

Judge Ronald A. Panioto

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

ELLEN L. TURNER

DATE: _____

COSTS PAID
GREGORY HARTMANN :
CLERK OF COURT OF COMMON PLEAS

CASE NO. DR 0500131

VS.

NOV 8 7 2006

FILE NO. E

JON H. ENTINE

DEPUTY CLERK
CINCINNATI, OHIO

DECREE OF DIVORCE

Defendant

Judge Panioto
Magistrate Theile

This cause came on for a hearing on the 7th day of November, 2006 on the Complaint of Plaintiff, Defendant having withdrawn his Counterclaim, both parties being present and both represented by counsel, and the Court finds from the evidence that Plaintiff is and was for at least six months immediately preceding the filing of the Complaint a resident of the State of Ohio; that Plaintiff and Defendant have been living separate and apart without cohabitation for more than one year, as amended in accordance with Rule 15 per counsel's oral motion, and that by reason thereof, Plaintiff is entitled to a divorce; that Defendant has been duly served with summons and a copy of the Complaint as required by law, which service is hereby approved, and that the Court has jurisdiction of the cause of this action and the parties hereto, and that the parties were married on the 15th day of May, 1994 at Tarrytown, New York and that one child was born the issue of the parties, namely, Madeleine Entine, born May 22, 1998, and that Plaintiff is not now pregnant.

1. IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff be and is hereby granted a divorce from Defendant; that the marriage is hereby dissolved and that

both of the parties hereto are released from their obligations.

2. IT IS FURTHER ORDERED that Plaintiff and Defendant shall have shared parenting of the minor child, Madeleine. All terms and conditions as they relate to Madeleine, are set forth in the Shared Parenting Plan as executed between the parties on November 30, 2005 and approved by this Court.

3. IT IS FURTHER ORDERED that neither party shall pay child support until the Class I Spousal Support terminates. At that time, the matter of child support will be reviewed by the Court or as agreed upon by the parties.

4. IT IS FURTHER ORDERED that spousal support shall be paid by Plaintiff to Defendant as follows:

A. Class I Spousal Support.

1) Plaintiff shall pay directly to Defendant, as and for Class I Spousal Support, the sum of \$3,000.00 per month commencing on October 1, 2006 with an identical payment to be made on the fifth day of each subsequent month for a period of 36 consecutive months (3 years) through an inclusive of the month of September 2009.

B. Class II Spousal Support.

1) Plaintiff shall pay directly to Defendant, as and for Class II Spousal Support, an amount to be calculated as 25% of Plaintiff's earned income, excluding Sara Lee payments, in excess of \$200,000.00 of Plaintiff's gross income, which is net of reasonable and necessary business expenses, earned by Plaintiff's labor in the calendar years 2007, 2008 and 2009.

2) The first Class II Spousal Support payment will be paid on February

15, 2008; the second Class II Spousal Support payment will be paid on February 15, 2009; and the third and final Class II Spousal Support payment will be paid on February 15, 2010. Plaintiff shall provide evidence of her gross income and business expenses to Defendant no later than February 5, 2008, February 5, 2009 and February 5, 2010.

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, CPA serving as the arbitrator of disputes. The cost of arbitration will be paid as the decision finder may direct.

All spousal support payments from Plaintiff to Defendant shall terminate sooner than as set forth above upon the first of the following to occur: (1) the death of either party or (2) Defendant's remarriage or cohabitation by Defendant with another woman tantamount to marriage.

Plaintiff and Defendant each understand and agree that all of the installments of spousal support provided for in this Agreement are intended to be deductible to Plaintiff and taxable alimony to Defendant for federal and state income tax purposes.

The parties understand the spousal support provisions are not subject to the Court's continuing jurisdiction and therefore, are not modifiable or reviewable by the Court. The Court will not retain jurisdiction over spousal support except the specific provisions as set forth in the preceding paragraphs in this section of this Separation Agreement.

5. IT IS FURTHER ORDERED that the Division of Child Support in the Ohio Department of Jobs and Families records shall reflect a zero arrearage or overage in child support or spousal support as of November 1, 2006.

February 1, 2008

CSA

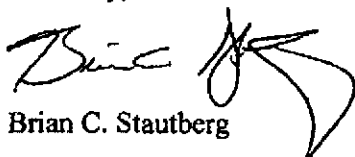
Ms. Ellen Turner
6720 Camaridge Lane
Cincinnati, Ohio 45243

Dear Ellen:

Enclosed please find a draft copy of your 2007 Schedule C. Please be advised that the draft copy includes all of your earned income for 2007, and that additional expenses will likely be taken on your return before it is finalized.

If you have any questions regarding this information, please feel free to give me a call at 483-6644.

Sincerely,


Brian C. Stautberg

BCS/tlc

To Jon Entine
Certified Mail
2/2/08

CERTIFIED PUBLIC ACCOUNTANTS

4705 Lake Forest Drive
Cincinnati, Ohio 45242

513/483.6699 Fax: 513/483.6690
800/378.6696



12B

**SCHEDULE C
(Form 1040)**Department of the Treasury
Internal Revenue Service (99)**Profit or Loss From Business**

(Sole Proprietorship)

Partnerships, joint ventures, etc., must file Form 1065 or 1065-B.
Attach to Form 1040, 1040NR, or 1041.

See instructions for Schedule C (Form 1040).

OMB No. 1545-0074

2007Attachment
Sequence No. 09

Name of proprietor

Social security number (SSN)

ELLEN L. TURNER**227-06-2472****A** Principal business or profession, including product or service (see page C-2)**B** Enter code from pages C-8, 9, & 10**CONSULTING****541990****C** Business name. If no separate business name, leave blank.**D** Employer ID number (EIN), if any**ELLEN TURNER****E** Business address (including suite or room no.)

City, town or post office, state, and ZIP code

F Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify)**G** Did you "materially participate" in the operation of this business during 2007? If "No," see page C-3 for limit on losses☒ Yes ☐ No**H** If you started or acquired this business during 2007, check here**Part I Income**

1	Gross receipts or sales. Caution. If this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked, see page C-3 and check here	1	126,788.
2	Returns and allowances	2	
3	Subtract line 2 from line 1	3	126,788.
4	Cost of goods sold (from line 42 on page 2)	4	
5	Gross profit. Subtract line 4 from line 3	5	126,788.
6	Other income, including federal and state gasoline or fuel tax credit or refund (see page C-3)	6	
7	Gross income. Add lines 5 and 6	7	126,788.

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	8		18	Office expense	18	
9	Car and truck expenses (see page C-4)	9	262.	19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see page C-5):	20a	
11	Contract labor (see page C-4)	11		a	Vehicles, machinery, and equipment	20b	
12	Depreciation	12		b	Other business property	21	
13	Depreciation and section 179 expense deduction (not included in Part III) (see page C-4)	13	5,776.	21	Repairs and maintenance	22	3,014.
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	23	
15	Insurance (other than health)	15		23	Taxes and licenses	24	
16	Interest:	16a		24	Travel, meals, and entertainment:	24a	9,455.
a	Mortgage (paid to banks, etc.)	16b		a	Travel	24b	3,809.
b	Other	17		b	Deductible meals and entertainment (see page C-6)	25	
17	Legal and professional services	17		25	Utilities	26	
26	Total expenses before expenses for business use of home. Add lines 8 through 27 in columns	26		26	Wages (less employment credits)	27	5,693.
29	Tentative profit (loss). Subtract line 28 from line 7	29		27	Other expenses (from line 48 on page 2)	28	28,009.
30	Expenses for business use of your home. Attach Form 8829	30		28		29	98,779.
31	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12, and Schedule SE, line 2 or on Form 1040NR, line 13 (statutory employees, see page C-7). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31	98,779.	29		30	

32 If you have a loss, check the box that describes your investment in this activity (see page C-7).

- If you checked 32a, enter the loss on both Form 1040, line 12, and Schedule SE, line 2 or on Form 1040NR, line 13 (statutory employees, see page C-7). Estates and trusts, enter on Form 1041, line 3.
- If you checked 32b, you must attach Form 6198. Your loss may be limited.



32a ☐ All investment
is at risk.**32b** ☐ Some investment
is not at risk.

LHA For Paperwork Reduction Act Notice, see page C-8 of the instructions.

Schedule C (Form 1040) 2007

☐ CORRECTED (if checked)

12c



PAYER'S name, street address, city, state, ZIP code, and telephone no. The Partnering Group, Inc. 8170 Corporate Park Drive Suite 310 Cincinnati, OH 45242 (513) 469-6843		1 Rents \$	OMB No. 1545-0115 2007 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$	Copy B For Recipient	
		PAYER'S federal identification number 20-2089475			
RECIPIENT'S name Ellen Turner Street address (including apt. no.) 6720 Camaridge Lane City, state, and ZIP code Cincinnati OH 45243		5 Fishing boat proceeds \$	6 Medical and health care payments \$		This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
Account number (see instructions)		7 Nonemployee compensation \$ 101788.28	8 Substitute payments in lieu of dividends or interest \$		
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
		11 	12 		
		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no. \$	18 State income \$	

Form 1099-MISC

(keep for your records)

Department of the Treasury - Internal Revenue Service

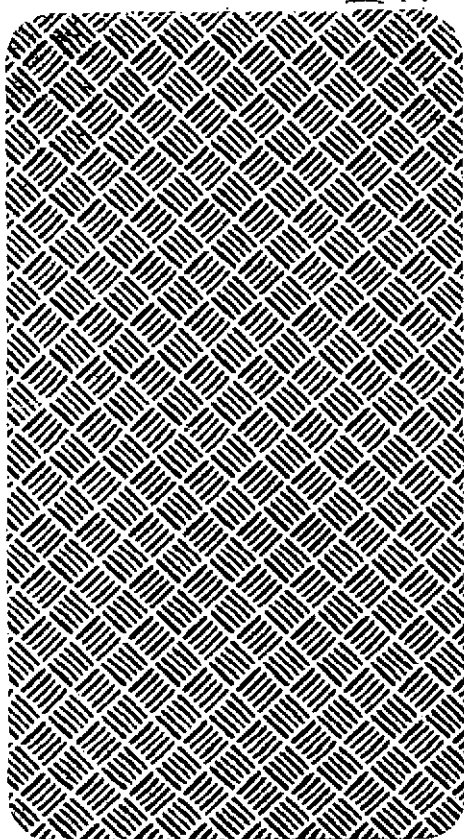
☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. Callison LLC 1420 5th Avenue, #2400 Seattle, WA 98101-2343		1 Rents \$	OMB No. 1545-0115 2007 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$	Copy C For Payer or State Copy	
		PAYER'S federal identification number 20-5085885			
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code Ellen Turner 6720 Camaridge Ln Cincinnati, OH 45243		5 Fishing boat proceeds \$	6 Medical and health care payments \$		For Privacy Act and Paperwork Reduction Act Notice, see the 2007 General Instructions for Forms 1099, 1098, 5498, and W-2G.
Account number (see instructions) 450267		7 Nonemployee compensation \$ 25000.00	8 Substitute payments in lieu of dividends or interest \$		
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
		11 	12 		
		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no. \$	18 State income \$	

Form 1099-MISC

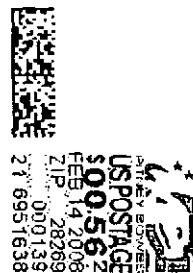
Department of the Treasury - Internal Revenue Service

EXHIBIT 13



IMPORTANT TAX RETURN DOCUMENT ENCLOSED

PRESORTED
FIRST CLASS



RE: your income for 2007 spousal support

From: Ellen Turner

To: Jon Entine

Sent: 02/15/08 04:25PM

Message: I have been cooperative and timely in abiding by the terms of the divorce decree. There is no need to change it.

Ellen

At 11:55AM on 02/15/08, Jon Entine wrote:

Hi Ellen,

I don't want to have a disagreement over this and I don't think really disagree.

The central issue is that by Feb. 1, which is when in this case your accountant wrote his letter based on the data you had by then supplied to him, few sole proprietors had yet received all the documentation of his/her income for the prior year. (I myself received four 1099s from from January 31-February 15.) So his letter to me, while no doubt accurate to that date, might (or might not) be outdated and might even significantly outdated today. I don't think either of us want to have to take this issue to any other forum. I just want an assurance from him that reflects the overall situation for the prior year, and not just a snapshot based on documents that may have been received, but excluding others that came in the days or weeks after.

There is a very easy solution:

(1) Could you please have him write an updated note or even just send me a quick email that your income for 2007 has not changed since the Feb. 1 letter; if it has changed, he would need to update it. Again, a one sentence email, in this case, would satisfy the decree and resolve the legitimate doubts that remain, because of the forced timing of his note.

(2) I would like to propose, going forward, that we adjust the 'reporting date' to give you much more time to calculate your income. You may in fact earn more money in prior years, and it would be to your benefit to more fully analyze your possible deductions that could reduce your income subject to this decree. To make this accurate, could we agree to postpone your 'reporting date' until April 15--an extra 75 days. Then if you have any financial obligations to address, we could set

that date at May 1. This only works to your benefit, and precludes any reason for us to have to "resolve" any questions in any other forum.

I hope we can work cooperatively on this. There certainly is no need to opt for a third party to resolve this current hazy situation, which could be addressed by a one line email.

Thanks,

Jon

At 03:02PM on 02/14/08, Ellen Turner wrote:

Jon,
What I have provided you regarding my income is what is required and all that you are entitled to. If you have an issue then please see the Divorce Decree for resolution.

Ellen

At 12:40PM on 02/04/08, Jon Entine wrote:

Hi Ellen,
The deadline for supplying documentation of your income for 2007 is upon us. I believe its unrealistic and unfair to you, and maybe even impossible, for you to supply the necessary documentation at this time, as you may not even have all your tax information.

I'd like to propose to just wait until you have done your taxes for 2007, so we can work off of that as a central document. That document would be the only legal one on which our outside accountant could reasonably determine the credibility of your representations. We would also need copies of your work and freelance contracts, etc. so it's clear that all the income is properly accounted for. There is no question that a court would grant access to all this, so hopefully let's just agree, for once, to work outside the court system.

So...I'm content if we just wait until after you file. How about we agree on an April 22 date for me to be supplied with all the documents and copies of contracts, etc.

Regards,

Jon

DR05 00131

THE STATE OF OHIO,
Hamilton County,

} ss.

Court of Common Pleas
SUBPOENA FOR WITNESS

To

DAVID PECK

3074 MADISON RD

CINCINNATI OH 45209

You are required to attend on the 3 day of APRIL 10 A.D. 2008
 at 9:30 o'clock A M., at 800 Broadway in Cincinnati, in said County,
 before the Hon. THIEL MAG. Judge of said Court, in Room
 No. _____ to testify as witness on behalf of JON ENTINE (MADDIE ENTINE)
 in the case of ENTINE
 versus TURNER

and not depart the Court without leave. Fail not under penalty of the law.

WITNESS my hand and the seal of the said Court at Cincinnati,
 this 10 day of MAR A.D. 2008

GREGORY HARTMANN

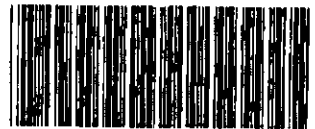
Clerk of the Court of Common Pleas of Hamilton County, Ohio

By [Signature]

PRESS FIRMLY

JON ENTINE

-Attorney-



D77419981

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

Ellen L. Turner

Plaintiff

- vs -

Jon H. Entine

Defendant



D77275692

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

**MAGISTRATE'S DECISION
WITH FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

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 November 30, 2007 and January 31, 2008 on Plaintiff/Wife's Motion for Contempt filed September 13, 2007, and Defendant/Husband's Motions filed September 19, 2007, October 18, 2007, November 19, 2007, and January 11, 2008. Husband withdrew all of his motions except for the portions of his October 18, 2007 motion dealing with payment of unreimbursed medical expenses and COBRA payments, and his request in his November 19, 2007, and January 11, 2008 motions for a modification of the existing shared parenting plan and re-appointment of a parenting coordinator.

The hearing proceeded on Wife's Motion for Contempt and those parts of Husband's Motion that he had not withdrawn. Each party was present; *pro se*.

A Magistrate's decision entered February 14, 2008 ruled on the pending motions. On February 20, 2008, Wife requested Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

Despite this Magistrate's repeated admonition, the parties *pro se* elicitation of testimony was more in the nature of dialog than of question and answer. Evid. R. 611. Much of this dialog had little evidentiary value. Despite reference to a number of documents during this proceeding, most were not identified in accordance with the rules of evidence. Evid. R. 901. Notwithstanding this Magistrate's instruction that documents could be moved into evidence (tp.76. 11/30/07), each party rested on his/her motion(s) without the admission of any exhibits.



On the financial/contempt issues, testimony established Husband owes Wife \$1,739.89 for the parties' minor child's unreimbursed medical expenses, and Wife owes Husband \$1,980.52 for cobra reimbursement. Wife therefore owes Husband \$240.63 which shall be paid forthwith. There is no finding of contempt as the sum due after offsetting each party's claim is minimal.

Wife requests a finding of contempt against Husband for "(f)ailing to notify Mother (Ellen Turner) of car accident involving her daughter." Article IV (E) of the parties shared parenting plan provides, "If Maddy becomes ill or injured during the time that she is with either party, that party shall immediately notify the other and give the other party the details of such illness or injury." Testimony did not establish by clear and convincing evidence that the minor child had been injured in an accident.

Wife requests a finding of contempt against Husband for "(f)ailing to observe daughter's Birthday (Tues, 5/22) in odd years and letting her spend it with Mother." and for "(f)ailing to notify Mother of out-of-town travel." The testimony did not establish by clear and convincing evidence that Husband is in contempt on these prongs of Wife's motion

The parties attended mediation. This mediation was discontinued. Each party accuses the other one of not being cooperative in rescheduling this mediation. The evidence demonstrates that the parties could not cooperate on rescheduling this mediation. Neither party can be held in contempt under these facts.

CONCLUSIONS OF LAW

The law applicable to the issue of contempt is found in O.R.C. 2705.02, which reads, in part, as follows:

A person guilty of any of the following acts may be punished as for a contempt: (A) Disobedience of, or resistance to, a lawful writ, process, order, rule, judgment, or command of a court or an officer...

The moving party must show only a failure of compliance with a valid court order. Proof of willful noncompliance or intent to violate a court order is not a prerequisite to finding of contempt. The burden of proving the defense of inability to comply is on the person asserting it. See Pugh v. Pugh, 15 OS (3d) 136, 15 OBR 285, 472 N.E. (2d) 1085 (1984).

The burden of proof in a civil contempt action is clear and convincing, i.e., evidence which will produce in the mind of the trier of fact a firm belief or conviction as to the fact sought to be established. In re Ayer, (1997) 119 Ohio App. 3d 571 (First District)

This Court has continuing jurisdiction over the parties' minor child's parenting issues. Civ. R. 75 (J).

R.C. §3109.04 (E)(2)(b) provides:

The court may modify the terms of the plan for shared parenting approved by the court and incorporated by it into the shared parenting decree upon its own motion at any time if the court determines that the modifications are in the best interest of the children or upon the request of one or both of the parents under the decree. Modifications under this division may be made at any time. The court shall not make any modification to the plan under this division, unless the modification is in the best interest of the children.

DECISION

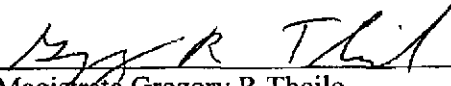
Neither party's motion for contempt is well taken.

Although the existing shared parenting plan has been problematic for the parties, this Magistrate cannot find that any specific change would be in the best interest of the minor child at this time¹, except as set forth below. However, based in large part on David Peck, Esq. Guardian ad Litem's, testimony, Husband's motion for reappointment of a parenting coordinator is well taken and the following is ordered:

Matters in dispute except matters of spousal or child support shall first be submitted to mediation. At least two mediation sessions shall take place and then costs shall be divided equally. If the parties cannot agree on a mediator, the decision shall be made by Dr. Vivian Fliman and David Wade Peck, Esq. 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.

If an issue is not mediated successfully it shall be submitted to a panel of two Parenting Coordinators (PC's), one being a domestic relations attorney and one a mental health professional. The PC's shall be responsible for interpreting and, where necessary, enforcing the provisions of this Plan.

Copies of this Decision have been mailed to the parties or their counsel. Objections to this Magistrate's Decision must be filed within fourteen (14) days of the filing date of the Magistrate's Decision with a copy served on the opposing side.


Magistrate Gregory R. Theile 02/25/2008

¹ Wife received the guardian ad litem's proposed shared parenting plan a few days before the January 31st hearing and did not have an opportunity to review it prior to the hearing.


Copies sent by Clerk of Courts to:

Ellen L. Turner, Plaintiff
6720 Camaridge Lane
Cincinnati, Ohio 45243

Jon H. Entine, Defendant
6255 S. Clippinger Drive
Cincinnati, Ohio 45243

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