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24 On behalf of Candidate Stephanie Mingo.

## 25 Also present:

Suzanne Brown, Executive Assistant to the  
Board, Director, and Deputy Director  
Stephanie Mingo Miles

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1 Thursday Afternoon Session  
2 May 2, 2019  
3 3:08 p.m.

4 - - -

5 DEPUTY DIRECTOR PAYNE: I will take  
6 roll.

7 Kim Marinello.

8 MEMBER MARINELLO: Here.

9 DEPUTY DIRECTOR PAYNE: Michael  
10 Sexton.

11 MEMBER SEXTON: Here.

12 DEPUTY DIRECTOR PAYNE: Doug  
13 Preisse.

14 CHAIRMAN PREISSE: Here.

15 DEPUTY DIRECTOR PAYNE: And Brad  
16 Sinnott.

17 MEMBER SINNOTT: Here.

18 DEPUTY DIRECTOR PAYNE: We do have a  
19 quorum.

20 The first item on the agenda is the  
21 approval of the April 1st, 2019, minutes. I  
22 believe you were all sent electronic copies of the  
23 minutes.

24 If there aren't any additions,  
25 deletions, or corrections, I'd take a motion to  
approve those minutes.

1                   MEMBER MARINELLO: Mr. Chairman, I  
2 move the Board approve the minutes of the  
3 April 1st, 2019, meeting of the Franklin County  
4 Board of Elections.

5                   DEPUTY DIRECTOR PAYNE: Is there a  
6 second?

7                   MEMBER SINNOTT: There is.

8                   DEPUTY DIRECTOR PAYNE: All those in  
9 favor of the motion signify by saying aye.

10                   (Vote taken.)

11                   DEPUTY DIRECTOR PAYNE: All opposed,  
12 same sign.

13                   (No response.)

14                   DEPUTY DIRECTOR PAYNE: Motion  
15 carries.

16                   The next item on the agenda is the  
17 protest of candidacy of Stephanie Mingo Miles.

18                   CHAIRMAN PREISSE: And I have -- I'm  
19 going to suggest that we turn to our colleague on  
20 my right, who has some small professional  
21 experience in conducting and participating in  
22 hearings and has sort of naturally had this kind of  
23 formal process in the past. So without protest and  
24 your agreement ...

25                   MEMBER SINNOTT: If that's agreeable

1 to my colleagues on the Board. All right. Very  
2 good.

3 MEMBER SINNOTT: Who is going to be  
4 presenting today on behalf of the protestor?

5 MR. COLOMBO: Right here. Corey  
6 Colombo from McTigue & Colombo.

7 MEMBER SINNOTT: All right.

8 And who will be presenting on behalf  
9 of the respondent, Judge Mingo?

10 MR. BREY: Donald Brey or Don Brey  
11 for Stephanie Mingo.

12 MEMBER SINNOTT: All right. I  
13 understand that we have an informal agreement that  
14 each side will be afforded approximately 35 minutes  
15 for presentation. And with that understanding, if  
16 the protestor would proceed.

17 MR. COLOMBO: Where would you like  
18 us to sit logistically?

19 MEMBER SINNOTT: Well, why don't you  
20 bring a couple of chairs near the lectern. And  
21 then if there is going to be any testimony today,  
22 let's move a chair for the witness to sit in that  
23 would be on the other side of the table. Yes. And  
24 I realize that for counsel that there's a bit of  
25 geographic awkwardness to that arrangement, but I'm

1 sure you'll be able to adjust.

2 MR. COLOMBO: That works.

3 Just a point to clarify, too.

4 Customarily, in these hearings we're given a brief  
5 five, ten minutes to make an opening statement. Is  
6 that --

7 MR. SINNOTT: Mr. Colombo, I think  
8 the division I would have for this is that if you  
9 would like to make an opening statement and then  
10 present your case and then a closing, and that  
11 would all be within the confines of that 35  
12 minutes.

13 MR. COLOMBO: Okay.

14 MEMBER SINNOTT: Essentially, you're  
15 being given the floor for approximately 35 minutes.

16 MR. COLOMBO: Okay. Just give me a  
17 minute before I get started. I'm going to set my  
18 clock so I can try to abide by that.

19 MEMBER SINNOTT: And understand,  
20 this will not be like the Court of Appeals or the  
21 Supreme Court. If you're in mid-sentence, you can  
22 finish.

23 MR. COLOMBO: Okay. Great.

24 Well, it's also my understanding  
25 that the parties are in agreement that the Judge,

1 whether you call her Stephanie Mingo or Stephanie  
2 Mingo Miles, whichever variation, that she'll be  
3 available to testify to both parties.

4 Is that correct?

5 MR. BREY: Your Honor, we have no  
6 objection to that. Although, she has a right not  
7 to, she's going to submit to cross-examination.

8 MEMBER SINNOTT: I think what that  
9 means, Mr. Colombo, is that if you want to ask  
10 questions of Judge Mingo during the course of your  
11 presentation that will be fine.

12 MR. COLOMBO: Thank you. Okay.  
13 I'll get started.

14 MEMBER SINNOTT: Please.

15 MR. COLOMBO: I'd like to make a  
16 five-minute opening statement and then would like  
17 to ask some questions of the Judge.

18 Again, I'm Corey Colombo here today  
19 with Derek Clinger. We represent Phyllis Elmo.  
20 She is a registered Franklin County voter eligible  
21 to vote in the 2019 general election. We have an  
22 affidavit here today in Exhibit 51 to reference  
23 that fact.

24 After the presentation of the law  
25 and evidence, we would request that this Board

1 grant the protest. Judge Mingo Miles' petition  
2 should be deemed invalid and her name should not  
3 appear on the 2019 general election ballot for  
4 Franklin County Municipal Court Judge.

5 I have the highest respect for my  
6 opposing counsel, although I disagree with the  
7 quotes attributed to him in The Dispatch that  
8 suggests this is -- the nature of this protest is  
9 that we are demanding a woman should run with her  
10 husband's new name. This is not the law, this is  
11 not the Revised Code section cited, the case law  
12 cited, or the Secretary of State directive that  
13 incorporates those two cases.

14 Certainly women and men may use  
15 their maiden name, but it has to be done so  
16 properly. It has to be a name that they've used  
17 regularly, customarily, and one that they have not  
18 abandoned the sole use of.

19 The two cases we cite that are most  
20 applicable of all that I could find are included in  
21 your binder in 49 and 50 as the exhibits. And  
22 these of all the cases we could find are the most  
23 analogous of a married candidate who resorts to her  
24 maiden name after the abandonment of the sole use  
25 of that maiden name.

1           And what the court held in these  
2 cases is that the abandonment of the sole use of a  
3 maiden name and then essentially returning to that  
4 sole use of the maiden name for a political  
5 advantage would hold the ballot -- or would hold  
6 the petition to be invalid.

7           Additionally, if a person has -- a  
8 candidate has a change of name and within the prior  
9 five years, pursuant to 3513.271, then both their  
10 present name and their former name must appear on  
11 their petition.

12           Now, in this case, the Judge -- I'll  
13 respectfully call her the Judge -- she changed --  
14 she did a name change at the Franklin County Board  
15 of Elections; and therefore, she was obligated to  
16 list both her former and present name on the  
17 petition, and failure to do so leads to the  
18 invalidation of the petition.

19           I will ask her some questions. But  
20 my understanding is she got married in 2007,  
21 12 years ago, and she made -- since that time she  
22 has always included in all the records we can find  
23 Miles as part of her last name and we could find no  
24 instance of the name Mingo by itself in the public  
25 records. Then, in January of 2019, she made the

1 name change to just using the maiden name by  
2 itself, no reference to the name she had used the  
3 12 prior years which incorporated her new last  
4 name.

5           So I think both sides would  
6 acknowledge and you'll see in our records there are  
7 variations of the names used but never Mingo by  
8 itself, always with Miles. And this was her choice  
9 how to present herself to the world, how to present  
10 herself to the Ohio Supreme Court, her fellow  
11 attorneys, the Columbus Bar, the Board of  
12 Elections, the Ethics Commission, the Notary  
13 Commission, her employers, banks, and lending  
14 institutions. You know, so if her inner circle  
15 thought of her as a Mingo, people she grew up with,  
16 that's understandable. I mean, that would be true  
17 of anyone who gets married. But how she presented  
18 herself to the world was always with the name Miles  
19 since 2007 until January of 2019.

20           An additional issue is in Exhibit 4,  
21 if you look at that. And we have in our binder  
22 done our best to both number and have page numbers  
23 at the bottom. But if you look at Exhibit 4, too,  
24 another difference in this case compared to some of  
25 the case law is she made Mingo her middle name.



1 Mingo is her middle name as of 2008, which is a  
2 significant difference because now you also have  
3 the factor that her petition as it stands now has  
4 her first and middle name, what she considered her  
5 middle name to be. It no longer has any last name  
6 on the petition. So that's just a separate issue.

7           So these records we're going to  
8 present to you today, the Judge signed her name  
9 Stephanie Miles even as late as December 26, 2018,  
10 on all her legal pleadings with no reference to  
11 Mingo. So any attorneys who worked with her knew  
12 her as Stephanie Miles. That was her email  
13 address, that was her name, that was her service  
14 name, that was how she presented herself to the  
15 legal community. And so that was even on  
16 December 26th, the day she got the appointment.  
17 And also, she voted in November of 2018 in Delaware  
18 County under the name Stephanie Mingo Miles. So on  
19 the day of her employment, she's now Stephanie  
20 Mingo. Not even at that point she was appointed  
21 with the name Miles. Originally changed her name  
22 at the Franklin County Board with the name Mingo  
23 Miles and then loses Miles completely not till a  
24 few days before she circulates her petition.

25           So why does it make a difference

1 here? Because the cases we've cited deal with a  
2 political advantage. And clearly here -- I  
3 actually happen to see the former auditor in the  
4 room. Always great to work with and it's great  
5 he's showing support for his sister. But the name  
6 Mingo in this town is a pretty prestigious name.  
7 He held office for eight years. He was on the  
8 ballot three times. If you get a notice like I did  
9 a couple of months ago to renew my dog tags, I see  
10 your picture, I see your name, I see return it to  
11 this name. When I pump gas, there's the name Mingo  
12 wherever you go in this county. When you go to  
13 look up a property, if you're being a nosey  
14 neighbor, you see Mingo's picture on the top with  
15 his name. So clearly, this is for a political  
16 advantage here.

17           If you were to take the time to read  
18 those two cases we cited, really the only  
19 difference is swapping out the names in those cases  
20 with the name Stephanie Mingo Miles to Stephanie  
21 Mingo. Both cases are identical in the formatting.  
22 And I will say, you know, you might be presented  
23 with contrary case law, but from what I've seen in  
24 opposing counsel's binder those situations are  
25 distinguishable and inapplicable. The situation

1 where you change or you want a different -- after  
2 you've filed a petition want a different derivative  
3 of your name, that's not the law we're talking  
4 about here. We're talking about -- I'm sorry.  
5 We're talking about the two Revised Code sections  
6 we've cited in our protest, which are 3513.271 and  
7 3513.261.

8 So we request for this protest to be  
9 granted, and I would like the opportunity to ask  
10 the Judge some questions.

11 MEMBER SINNOTT: Does that conclude  
12 your opening?

13 MR. COLOMBO: Yes, it does.

14 MEMBER SINNOTT: Now might be an  
15 opportune time for the Board to ask Mr. Colombo any  
16 questions that it has before he begins the  
17 presentation of his evidence.

18 Any questions from Board members at  
19 this juncture?

20 MEMBER SEXTON: I don't have  
21 questions, just kind of a comment. It's my  
22 understanding that Clarence Mingo was on the ballot  
23 four times over a ten-year period, including 2008  
24 when he ran for Clerk of Courts; 2010, 2014, and  
25 2018 for Auditor. That's just a clarification.

1 MR. COLOMBO: And I'm sorry to  
2 forget that one. But it does seem like his name is  
3 on the ballot every -- for all the big elections,  
4 which is pretty much the point of our case here.  
5 But thank you for that clarification.

6 MEMBER SINNOTT: Mr. Colombo, --

7 MR. COLOMBO: Yeah.

8 MEMBER SINNOTT: -- I'm reading from  
9 the February 22 protest. There is this statement,  
10 the first page, under heading A, Ohio law requires  
11 candidates to use their legal name on their  
12 nominating petitions and statements of candidacy.  
13 Then you cite as to Revised Code 3513.261.

14 MR. COLOMBO: Correct.

15 MEMBER SINNOTT: Would you direct me  
16 to the language in 3513.261 that contains the legal  
17 name requirements that you ascribe to it?

18 MR. COLOMBO: If you could just give  
19 me a second. This isn't the best podium to spread  
20 out things. I have to find the protest here.

21 I think 261 has the space for  
22 putting in your name of candidate. And it would be  
23 the directives. For example, Exhibit 1 where you  
24 talk about candidate petitions at the bottom. It  
25 deals with change of names and former names. So

1 it's the directives and the case law. The 261  
2 itself just has a blank for your name.

3 MEMBER SINNOTT: So would we agree  
4 that there is no requirement in 3513.261 that a  
5 candidate use his or her legal name on the  
6 nominating petition and statement of candidacy?

7 MR. COLOMBO: In this Revised Code  
8 section?

9 MEMBER SINNOTT: Yes. In 3513.261  
10 there is no such requirement?

11 MR. COLOMBO: Well, I think it's  
12 implied when it says name of candidate. I mean, if  
13 I put my name as Bill Smith --

14 MEMBER SINNOTT: So you derive from  
15 that phrase that it is the legal name?

16 MR. COLOMBO: Correct.

17 MEMBER SINNOTT: Okay.

18 MR. COLOMBO: I would think the  
19 directives bear that out in the case law where  
20 someone's trying to use a name that wasn't their  
21 legal name.

22 MEMBER SINNOTT: I notice that you  
23 point to two decisions from the Eighth District,  
24 mandamus decisions, --

25 MR. COLOMBO: Correct.

1                   MEMBER SINNOTT:  -- as the case  
2 authority for your protest as well as the Miller  
3 decision from the Ohio Supreme Court.

4                   Is it your understanding that the  
5 facts of this matter are such that it will be  
6 demonstrated that Judge Mingo has been known  
7 exclusively as Stephanie Mingo Miles or Stephanie  
8 Miles since the time of her marriage, that those  
9 would have been the facts of the McLaughlin and  
10 Martinez?

11                   MR. COLOMBO:  Yes.  I think if you  
12 read those cases they don't use the word exclusive.  
13 And in fact, in those cases, very similar to the  
14 Judge's claims, there were examples in those cases  
15 where there were some stray uses including both  
16 maiden name and married name together as well as  
17 they I think in each case had examples where they  
18 used the name solely; but the overwhelming evidence  
19 in those cases were that they abandoned the sole  
20 use of their legal name.

21                   MEMBER SINNOTT:  Abandoned the sole  
22 use of their --

23                   MR. COLOMBO:  I'm sorry.  Abandoned  
24 the sole use of their maiden name was the holding  
25 in both those cases.

1                   MEMBER SINNOTT: And it is your  
2 contention that the facts of this matter are that  
3 upon marriage Judge Mingo was never again known as  
4 Stephanie Mingo, abandoning the use of her  
5 unmarried name?

6                   MR. COLOMBO: Well, I would  
7 interpret and I'd encourage you if you haven't  
8 already to look at those two cases to see that  
9 there -- I mean, certainly there's going to be some  
10 childhood friends that will still know her by that  
11 name. But what the courts honed in on that case --  
12 those cases are what's the body of evidence here,  
13 what is in the public record. And in actually both  
14 of them they evaluated the same records we're going  
15 to present to you today.

16                   MEMBER SINNOTT: Now, you mentioned  
17 Judge Mingo's brother has been an elected official  
18 in the past in Franklin County, and I believe you  
19 made a reference -- I'm certain you did -- in the  
20 written protest to political advantage. In the  
21 event of someone who is known by more than one  
22 name, let's say, for example, a woman who is  
23 married and is known in some circles by an  
24 unmarried name and in other circles by a married  
25 name, is it your position that in order to qualify

1 for the ballot she must in her subjective judgment  
2 choose the worst of the two ballot names?

3 MR. COLOMBO: No, I don't think  
4 that's what I'm arguing at all.

5 MEMBER SINNOTT: Okay.

6 MR. COLOMBO: I mean, the -- the  
7 long and short of it is you've got to use the  
8 name -- your name you're commonly known by on the  
9 ballot or else these courts are saying it's  
10 deceptive to do otherwise.

11 Again, in both these cases there was  
12 some stray references to variations of names, as is  
13 not too uncommon. But I guess the question that  
14 I -- when I get to ask questions of the Judge is  
15 why -- you know, we scoured 12 years of all the  
16 public records available to us and we honestly  
17 cannot find one instance of Stephanie Mingo by  
18 itself or any variation of her name that also did  
19 not include Miles.

20 MEMBER SINNOTT: Thank you,  
21 Mr. Colombo. That's helpful in understanding in  
22 your position.

23 MR. COLOMBO: No. I appreciate the  
24 questions.

25 So if I could ask, would I have



1 30 minutes from this point? Because normally the  
2 questions come at the end, so --

3 MEMBER SEXTON: Well, I mean, after  
4 he finished his opening statement, I have him at  
5 3:21 and it's now 3:28.

6 MEMBER SINNOTT: Let's see where  
7 this takes us and --

8 MR. COLOMBO: Okay. I just want to  
9 make sure I have the chance to develop my record  
10 and present the evidence to you to consider.

11 MEMBER SINNOTT: It would not be our  
12 intention to stop you mid-sentence. As is always  
13 true --

14 MR. COLOMBO: No. I know you well  
15 enough and I know that to be the case.

16 MEMBER SINNOTT: As is always true,  
17 the more efficient the presentation by counsel, the  
18 better it will be.

19 MR. COLOMBO: I appreciate that.  
20 So is it okay if the Judge sits at  
21 the table in front of you?

22 MEMBER SINNOTT: Yes. That's what  
23 we had in mind.

24 (Witness sworn by the reporter.)

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STEPHANIE MINGO,

being first duly sworn, testifies as follows:

EXAMINATION

BY MR. COLOMBO:

Q. Judge, when you were -- am I correct in my statement that you were married in 2007?

A. That's correct.

Q. And your husband's name is James. Is that correct, also?

A. No, it's not correct.

Q. Oh, it's not? I'm sorry.

What's your husband's name?

A. Jason.

Q. Jason. I'm sorry. That was my bad. I apologize.

And have you used the name Miles predominantly ever since?

A. Depending on which circle or which environment I'm in.

Q. Okay. How about as an attorney?

A. I have not used the name Miles as an attorney solely or mostly. It's usually Stephanie Mingo Miles. Again, depending on what environment I'm in. I'm always an attorney. So it depends on the environment I'm in.

1 Q. Well, how about in 2018, how would  
2 you have signed your pleadings?

3 A. I had paralegals that worked for me,  
4 so it depends on if I typed the pleadings.  
5 Typically, I did not. My paralegals typically  
6 typed my pleadings Stephanie M. Miles and signed as  
7 the paralegals typed it, Stephanie M. Miles.

8 Q. But as an attorney, under Rule 11  
9 you have to review documents you sign. Right?

10 A. That is correct.

11 Q. So you would have seen how they had  
12 it set up in your signature block?

13 A. Yes, I would.

14 Q. Okay. Since 2007 have you been  
15 divorced?

16 A. No, I have not.

17 Q. Okay. Have you had any dissolution  
18 of your marriage?

19 A. No, I have not.

20 Q. So I assume you haven't been  
21 remarried either?

22 A. Since 2007?

23 Q. Since 2007.

24 A. No, I have not.

25 Q. And that's one of those silly

1 questions that when it comes out on a transcript --  
2 but it's part of the questions I have to ask.

3 And any annulments of your marriage  
4 to Jason Miles?

5 A. No.

6 Q. Did you bring your driver's license  
7 today?

8 A. I did.

9 Q. What is your name on your driver's  
10 license?

11 A. Stephanie Mingo Miles.

12 Q. Okay. And when did you get that  
13 reviewed?

14 A. December, early December.

15 Q. And when you said December, do you  
16 mean December of 2018?

17 A. December of 2018, yes.

18 Q. So that's what you considered your  
19 legal name to be in December 2018?

20 A. Yes.

21 Q. I mean, that's what you're providing  
22 to the Department -- the DMV, right, is this is my  
23 legal name?

24 A. That is my legal name.

25 Q. Okay. Have you changed your name to

1 Mingo by itself with the Probate Court?

2 A. No.

3 Q. Now, I'm going to ask you to look at  
4 some records here, but I can tell you we've scoured  
5 pretty much everything there is in the public  
6 domain for the last 12 years. We've not seen any  
7 instance of your name of Stephanie Mingo by itself.  
8 Can you explain why that might be?

9 A. Because I signed the document  
10 Stephanie Mingo or Stephanie Mingo Miles or  
11 Stephanie M. Miles.

12 Q. But have you ever -- I mean, do you  
13 recall a public document you signed just Stephanie  
14 Mingo by itself from the time you got married to  
15 the end of 2018 when you got your appointment?

16 A. Sitting here today, I don't recall.

17 Q. That's fair.

18 Do you recall at any time between  
19 the time you got married and up till the time of  
20 your appointment to the judge position where you  
21 did not use the name Miles on any public records?

22 A. Repeat your question.

23 Q. Can you think of any time from the  
24 time you got married to the time of your judicial  
25 appointment where you did not use Miles as part of

1 your last name?

2 A. Perhaps you can use a time frame.  
3 I'm still not following what you're asking.

4 Q. So I'm basically looking for -- And  
5 that's fair. I want to make sure you understand.

6 So you got married in 2007. You got  
7 appointed December 26, 2018. Can you think of a  
8 time where you did not include Miles as part of  
9 your last name on a public record or public  
10 document?

11 A. Sitting here today, without having  
12 all public documents in front of me, I do not  
13 recall.

14 Q. Okay. If I could have you look at  
15 the exhibits here. If you -- The binder in front  
16 of you is the same as the Board members have.

17 MEMBER SINNOTT: Mr. Colombo, if I  
18 may. The binder that we were given when we arrived  
19 today by you and your team, is that identical to  
20 the protest and its exhibits?

21 MR. COLOMBO: There's a quite a bit  
22 of overlap; however, there's some new exhibits here  
23 today.

24 MEMBER SINNOTT: Okay. And you'll  
25 be referring exclusively to the binder of exhibits

1 presented on May 2nd, today's date?

2 MR. COLOMBO: That's correct. Yeah.  
3 And I appreciate you clarifying that.

4 So if we could, I guess these would  
5 be Protestor's Exhibits 1 through 51. Now,  
6 certainly with the time limitations I'm not going  
7 to be going through all of them.

8 MR. SINNOTT: Thank you.

9 MR. COLOMBO: You're welcome.

10 BY MR. COLOMBO:

11 Q. Judge, if you could turn to page 11,  
12 which is Exhibit 4. Do you recognize your  
13 signature on this card?

14 A. I do.

15 Q. Do you have any reason to doubt this  
16 is a Board record that you signed?

17 A. I do not.

18 Q. So this is from 2008. Would you  
19 agree that you officially changed your name with  
20 the Board to Miles at that point, with the Franklin  
21 County Board, that you went from Mingo to Mingo  
22 Miles?

23 A. I went from -- No, I would not agree  
24 that that is accurate.

25 Q. How would you describe this

1 document?

2 A. I went from Stephanie L. Mingo to  
3 Stephanie Mingo Miles.

4 Q. If I said that incorrectly, I  
5 apologize.

6 Would you agree that you indicated  
7 to the Board that your middle name is Mingo?

8 A. Yes.

9 Q. And not part of your last name as  
10 Mingo Miles?

11 A. Correct.

12 Q. So as of 2008 you're beginning to  
13 use the name Miles for your voting. Is that  
14 correct?

15 A. Correct.

16 Q. Okay. So if you go to Exhibit 5 on  
17 page 12, these are starting now a series of Board  
18 records, which I will not go over all of them. Is  
19 that your signature on this document?

20 A. It is.

21 Q. Okay. Do you agree at that point in  
22 time on a document like this you aren't even using  
23 the name Mingo here, it's just Miles on this  
24 document?

25 A. Mingo is not written on this



1 document.

2 Q. Okay.

3 MR. BREY: I would object. Her name  
4 was printed on the document, but her signature  
5 is Miles.

6 MR. COLOMBO: And I would agree with  
7 you, Counsel; but her signature is Miles, that's  
8 how she signed her name.

9 MEMBER SINNOTT: Is there a question  
10 to the Judge?

11 MR. COLOMBO: No. I'm sorry. I'm  
12 agreeing with the counsel and the point he made  
13 there.

14 BY MR. COLOMBO:

15 Q. Now, as you just flip through  
16 Exhibits 6, 7, 8, 9, 10, and 11, these are all  
17 Board of Elections records. Could you look at your  
18 signature on these, on 5 through 11?

19 Judge, on these, do you agree those  
20 are your signatures on each document?

21 A. Yes.

22 Q. And these go through the years. So  
23 if you take Exhibit 11, for example, you're signing  
24 your name Miles. Correct?

25 A. Correct.

1 Q. And I would agree with Mr. Brey that  
2 the Board at that point in time has Stephanie as  
3 your first name and Mingo as the middle name and  
4 Miles as the last name. Correct?

5 A. Correct.

6 Q. Now, if you could go to Exhibit 12,  
7 this is a certified record from Delaware County  
8 Board of Elections. Do you agree this is your name  
9 here, your signature here?

10 A. That is not my -- Yes.

11 Q. It's a busy document here.

12 So you voted -- according to this,  
13 even when you went to Delaware you still were going  
14 with the last name Miles, that was still part of  
15 your last name?

16 A. Yes.

17 Q. Okay. And in fact, you voted in  
18 Delaware in November of 2018. Correct?

19 A. Yes.

20 Q. So you considered your residence to  
21 be Delaware at that point?

22 A. Correct.

23 Q. Okay. Now, if you flip to  
24 Exhibit 13, which is page 20, it appears you  
25 registered in Franklin County the same day you got

1 the appointment from the Governor. Is that  
2 correct? This is your Franklin County -- your  
3 voting abstract. If you look to --

4 First of all, is that your  
5 signature?

6 A. That looks like my signature.

7 Q. And you're still using the name  
8 Miles to the Board?

9 A. I'm just trying to figure out what  
10 document this is.

11 Q. Yeah. I know this is another busy  
12 document, but let's start first with your  
13 signature. Is that -- You're still using Miles?

14 A. I have confirmed that is my  
15 signature, yes.

16 Q. Not on this page, though, I don't  
17 believe.

18 A. On Exhibit 13?

19 Q. Yeah.

20 A. That is my signature on Exhibit 13.

21 Q. Thank you.

22 And so you're registering now in  
23 Franklin County as of December 26, 2018. Correct?  
24 If you look at address history, start date  
25 12-26-2018 under address history.

1           A.       I don't recall registering as  
2 Stephanie Mingo Miles in Franklin County in  
3 December of 2018.

4           Q.       So at that point you still would  
5 have been a Delaware County voter?

6           A.       It depends on at what point in  
7 December 2018. I moved to Franklin County at the  
8 end of December 2018.

9           Q.       Okay. Well, according to this  
10 record you registered on December 26 at Franklin  
11 County.

12          A.       Okay.

13          Q.       Do you have any reason to dispute  
14 that?

15          A.       I don't see the date on this  
16 document.

17          Q.       If you look under address history,  
18 there's a start date, 12-26-2018. But you're  
19 saying you don't remember registering in Franklin  
20 County in December?

21          A.       That is not what I'm saying. I'm  
22 saying I don't recall registering as Stephanie  
23 Mingo Miles in Franklin County in December 2018.

24                   MR. BREY: Just a point of  
25 clarification. Judge Mingo has been prescribed

1 bifocals but has not yet purchased them. And the  
2 fine print that I have a hard time reading, I  
3 strongly suspect she has a hard time reading too.

4 MR. COLOMBO: That's a fair point.  
5 But she's saying -- her testimony is she does not  
6 remember registering in Franklin County in  
7 December.

8 A. That is not my testimony. I do not  
9 recall registering as Stephanie Mingo Miles in  
10 Franklin County in December of 2018.

11 Q. Would you have reason to dispute you  
12 did that?

13 A. I would not have reason to dispute  
14 it if I have a record in front of me stating that I  
15 registered as Stephanie Mingo Miles and it has my  
16 signature.

17 Q. Okay. Well, if you go to Exhibit 14  
18 now, now we have a more clear picture. And this is  
19 a change of name update to the Board of Elections.  
20 Is that correct?

21 A. I read this document as an update  
22 name to the Board of Elections.

23 Q. And now in January of 2019 you're  
24 using Stephanie Mingo by itself?

25 A. I have updated my name as Stephanie

1 Mingo.

2 Q. Any reason you would have updated it  
3 a second time in Franklin County? The purpose at  
4 that point was just to change your name. Correct?

5 A. I did not change my name. The  
6 purpose was not to change the name. The purpose  
7 was to update my voter registration in Franklin  
8 County, and in the process I updated my name.

9 Q. But it appears you did it just a  
10 couple of weeks earlier, in December.

11 MEMBER SINNOTT: Is that a question?

12 MR. COLOMBO: It is. I mean, she's  
13 saying she updated it at the end of December of  
14 2018, and here we are less than two weeks later  
15 updating it again.

16 MEMBER SINNOTT: Mr. Colombo, my  
17 only concern was that it sounded as though there  
18 was an argument breaking out, and I wanted to make  
19 sure that --

20 MR. COLOMBO: Okay. And please  
21 caution me if you see me doing that. I don't  
22 intend to do that.

23 BY MR. COLOMBO:

24 Q. It looks to me -- and correct me if  
25 I'm wrong -- that you registered twice in Franklin

1 County, once at the end of December and once in  
2 January. Is that correct?

3 MR. BREY: Objection. Asked and  
4 answered.

5 MR. COLOMBO: Well, she didn't  
6 answer that question.

7 MR. BREY: Well, you're asking two  
8 different questions.

9 MEMBER SINNOTT: Well, Counsel, I  
10 think it would be sufficient if Judge Mingo would  
11 hear the question again as Mr. Colombo posed it,  
12 and whether she's already responded or not let's  
13 have a response.

14 MR. COLOMBO: I'll try to streamline  
15 it.

16 BY MR. COLOMBO:

17 Q. Why did you register twice in  
18 Franklin County within a two-week period?

19 A. I updated my name.

20 Q. Thank you. That's all I was -- And  
21 I -- my questions aren't as articulate as your  
22 counsel's would be, trust me.

23 Now, if you go to Exhibit 15, we're  
24 starting to see announcements by the Governor's  
25 office of your appointment. And due to time, I'm

1 going to skip Exhibit 15. I'm going to ask you  
2 about Exhibit 16. The Governor's office refers to  
3 you as Miles. After first appointing you as  
4 Stephanie Mingo Miles, he considers your name to be  
5 Judge Miles. Is that correct?

6 MR. BREY: Objection. She can  
7 testify to what the judge -- what the Governor  
8 said. She can't testify to what the Governor  
9 considers her.

10 BY MR. COLOMBO:

11 Q. What did the Governor call you,  
12 Judge what?

13 A. I have not spoken to Governor  
14 Kasich, so he didn't refer to me as Judge Mingo or  
15 Judge Stephanie Mingo Miles.

16 Q. But would you have had  
17 communications with his office?

18 A. I would have.

19 Q. Okay. And they -- in their mind  
20 they identified you as Judge Miles, is that  
21 correct, or that's what's on the documents?

22 MEMBER SINNOTT: Those are two  
23 different questions. You want to ask what's on the  
24 document or what was in the mind of --

25 MR. COLOMBO: Yeah.



1 BY MR. COLOMBO:

2 Q. What -- It's certainly not what's in  
3 the mind. I'm asking what's on the document,  
4 page -- Exhibit 16.

5 MR. BREY: I would object. The  
6 document speaks for itself.

7 Q. Okay. Would you agree it says Judge  
8 Miles?

9 A. Exhibit 15 refers to the appointment  
10 of Stephanie Mingo Miles.

11 Q. But then, subsequent to that, just  
12 Judge Miles. Is that correct? Is that what the  
13 document states? If you look at the start of  
14 paragraph two, for example.

15 A. The document does state Miles.

16 MR. BREY: The document says what it  
17 says and it contains the verbiage that it contains.

18 MEMBER SINNOTT: We're nearing --  
19 we're beyond a half hour now, and I think I see  
20 where you're going with this line of questioning.  
21 I wonder if perhaps things could be expedited  
22 through a stipulation, because we're less than a  
23 third of the way through this --

24 MR. COLOMBO: Oh, no. I'm not going  
25 to -- I'm only going to do a fraction.

1                   MEMBER SINNOTT: But I wonder -- and  
2 which the answer to this could be yes or no on the  
3 part of the two sides -- I wonder if as to the  
4 documents that are in the folder there would be a  
5 stipulation of their authenticity; that is, they  
6 are what they purport to be.

7                   MR. COLOMBO: Counsel?

8                   MR. BREY: If he's willing to  
9 stipulate my documents are what they purport to be,  
10 I will stipulate that his documents are what they  
11 purport to be.

12                  MR. COLOMBO: I haven't even seen  
13 all his documents yet.

14                  MR. BREY: Well, I haven't seen his,  
15 either.

16                  MR. COLOMBO: But I think  
17 Mr. Sinnott was asking about that series of  
18 documents.

19                  MR. BREY: I just got them this  
20 morning, just like you got mine this morning.

21                  MR. COLOMBO: Okay. If we could  
22 just move on. I mean, I'm trying to keep this  
23 moving.

24 BY MR. COLOMBO:

25                  Q. If you could turn to Exhibit 17.

1 Now, this is actually how you chose to be sworn in  
2 and raised your hand. In your swearing in, you  
3 indicated your name was Stephanie Mingo Miles.

4 Correct?

5 A. Correct.

6 Q. Okay. And your brother swore you  
7 in, the County Auditor?

8 A. He did.

9 Q. And he refers to you as Stephanie  
10 Mingo Miles. Is that correct?

11 A. In this document.

12 Q. Okay. If you could turn to  
13 Exhibit 18. This is your Designation of Treasurer  
14 form on file currently. If you look at full name  
15 of candidate, what name did you choose to go by?  
16 What do you say your full name is?

17 A. It is typed Stephanie Mingo, hyphen,  
18 Miles; however, my signature is Stephanie Mingo.

19 Q. Correct.

20 And this was January 4th, correct,  
21 of 2019?

22 A. Correct.

23 Q. Just a few days before your  
24 petition?

25 A. I don't know of the petition date.

1 Q. Well, if you could turn to  
2 Exhibit 19, this is an example of your petition.  
3 Would you acknowledge that your signature is on  
4 January 16th, 2019?

5 A. Yes.

6 Q. Do you acknowledge that you did not  
7 put an alternative version of your name in the name  
8 of the candidate line?

9 A. In the name of the candidate line  
10 it's Stephanie Mingo.

11 Q. Correct.

12 If you could flip to page 27 of this  
13 petition. I wanted to ask you why you chose to  
14 cross out your name Miles in both the circulator  
15 statement and the signature of circulator. It was  
16 signed Stephanie Mingo Miles.

17 A. In some circles I sign as Stephanie  
18 Mingo Miles and some I sign as Stephanie Mingo.

19 Q. So why did you feel it was important  
20 to cross that out?

21 A. I am Judge Mingo.

22 Q. But you -- isn't the way a person  
23 signs their best indication of what -- how they  
24 perceive their name?

25 A. I signed as Judge Mingo. That is my

1 name.

2 Q. But you signed it Stephanie Mingo  
3 Miles.

4 A. I signed it Stephanie Mingo Miles  
5 initially and updated it to Stephanie Mingo.

6 Q. So part of the January update is to  
7 just go exclusively by Mingo, then. Correct?

8 A. I don't know what you mean by  
9 January updates.

10 Q. Okay. Where Mingo's -- the first  
11 time we started seeing the name Mingo by itself in  
12 these records.

13 A. In the records in your binder?

14 Q. In the records we can discover,  
15 unless you brought others.

16 A. I don't know all that you  
17 discovered; but from what you put in this binder,  
18 from what you've gone through, it looks like you've  
19 pulled documents with Stephanie Mingo Miles.

20 Q. Okay. And I'm just going to keep  
21 going. I don't want an argument or to be  
22 argumentative.

23 MEMBER SINNOTT: Mr. Colombo, if it  
24 is helpful, I can assure you that all the documents  
25 in your exhibit binder will be received and have

1 been received by the Board and are a part of the  
2 record.

3 MR. COLOMBO: I appreciate that.  
4 Thank you.

5 I'm trying to stick to my time. I  
6 think with the questions that I was asked, could I  
7 have still five or ten minutes based on that and  
8 then I'll wrap up wherever I leave off?

9 MEMBER SINNOTT: A few more minutes  
10 of this and then an opportunity for closing strikes  
11 me as being sensible.

12 MR. COLOMBO: Okay. Thank you.

13 BY MR. COLOMBO:

14 Q. Judge, if you could turn to  
15 Exhibit 20. It's on page 28. Do you recognize  
16 this statement as your financial disclosure  
17 statement to the ethics commission?

18 A. I do.

19 Q. And you represented to the State of  
20 Ohio on January 21st, 2019, that your last name was  
21 Miles. Is that correct?

22 A. Yes.

23 Q. Okay. No reference to Mingo at that  
24 point?

25 A. I don't see anything on this page.

1 Q. So to the ethics commission your  
2 name was Stephanie Miles?

3 A. I indicated my last name was Miles  
4 on this exhibit.

5 Q. And I'm sorry. That would have been  
6 to the Board of Professional Conduct, correct,  
7 since you're a judge?

8 A. Board of Professional Conduct of the  
9 Supreme Court of Ohio is on the top of the page.

10 Q. If you turn to Exhibit 21, your name  
11 on file with the Ohio Supreme Court is Stephanie  
12 Mingo Miles. Is that correct?

13 A. That is correct.

14 Q. Okay. Now, if you could go to  
15 Exhibit 22. Now, here's where I'm going to start  
16 skipping a lot. The next six or seven exhibits are  
17 court filings, including the day you were  
18 appointed. If you could turn to page 36, how do  
19 you title your name?

20 A. Stephanie M. Miles is my signature.

21 Q. That's how you used your name as an  
22 attorney. Correct?

23 A. Not always.

24 Q. Okay. In this case your email  
25 address you gave your employer is "s miles."

1 Correct? That was with the Franklin County  
2 Prosecutor's Office?

3 A. That was the email address assigned  
4 to me by the Franklin County Prosecutor.

5 Q. Okay. Did you ask them to correct  
6 that to have the name Mingo in there?

7 A. No. Again, that was what was  
8 assigned to me.

9 Q. Okay. If you could quickly flip --  
10 I'm going to flip -- And I trust Mr. Sinnott's  
11 comments that he's going to take these into the  
12 record. So the next several pages are just the  
13 various court pleadings over a wide period of time  
14 when you were filing things where you used  
15 Stephanie M. Miles in your legal capacity.

16 If you could go to Exhibit 30. I  
17 think I'm down to like three exhibits left, three  
18 or four.

19 MR. COLOMBO: Again, with the idea I  
20 hope the Board will look at all of these exhibits.

21 Q. Exhibit 30, on page 56, this is a  
22 campaign finance report for Citizens for Mingo. If  
23 you turn to page 57, even your brother's committee  
24 identifies you as Stephanie Miles, would you agree?

25 A. I am ident- -- There's the name



1 Stephanie Miles. I am identified as Stephanie  
2 Miles on page 57.

3 Q. Okay. If you go to Exhibit 35,  
4 which starts on page 66, at the Ohio Notary  
5 Commission you're known as Stephanie M. Miles.  
6 Correct?

7 A. On this page I -- there's the name  
8 Stephanie Miles. I am identified as Stephanie  
9 Miles and Stephanie M. Miles.

10 Q. Right. I appreciate that.  
11 And if you could go to Exhibit 36 on  
12 page 67, you incorporated the name Miles in your  
13 legal business, correct, at that point in time?

14 A. I'm sorry. Would you repeat your  
15 question?

16 Q. Yeah.  
17 So this is a Secretary of State  
18 document. You're identifying your law office as  
19 Stephanie Mingo Miles. So Miles is included in  
20 there. Correct?

21 A. Correct.

22 Q. And as the statutory agent you're  
23 just going by Stephanie M. Miles. Correct?

24 A. I don't know that that is correct.

25 Q. Do you dispute the Secretary of

1 State record?

2 A. I see that The Law Office of  
3 Stephanie Mingo Miles is listed.

4 Q. Okay. And --

5 MR. BREY: I would object to  
6 disputing the Secretary of State's record because  
7 the Secretary of State's record does not list her  
8 on page 69 as Stephanie M. Miles but as Stephanie  
9 Mingo Miles.

10 MR. COLOMBO: No. I acknowledged  
11 that. That's the name of her law office.

12 MR. BREY: I would also note -- it's  
13 up to the Board, obviously -- that you have spoken  
14 including your presentation for 35 minutes now.

15 MR. COLOMBO: Right. I think they  
16 were going to give me five or ten minutes due to  
17 their questions and the technical --

18 MR. BREY: That includes their  
19 questions, I think.

20 MEMBER SINNOTT: Counsel,  
21 Mr. Colombo, how much more time do you think you  
22 need?

23 MR. COLOMBO: I just need five  
24 minutes. I mean, customarily we get 90 minutes.  
25 So I pretty much am cutting my presentation in

1 half.

2 MEMBER SINNOTT: The last time we  
3 had a protest here I think we allotted 35 to the  
4 side.

5 But Mr. Colombo, if you can finish  
6 in five minutes, then please do so, sir.

7 MR. COLOMBO: That is fair.

8 BY MR. COLOMBO:

9 Q. If you could go to Exhibit 38 on  
10 page 72. This is the start of a series of  
11 documents. This particular document is a mortgage.  
12 Do you acknowledge your legal name in this is  
13 Stephanie M. Miles?

14 A. It is typed Stephanie M. Miles on  
15 Exhibit 38.

16 Q. Okay.

17 MR. COLOMBO: And again, I'd ask the  
18 Board to look at the rest of the exhibits. I want  
19 to respect the time limits you've provided.

20 Q. Judge, when you were deciding how  
21 your name should appear on the ballot, did you have  
22 any discussions with anyone?

23 A. I did.

24 Q. Did anyone suggest to you the name  
25 Mingo would play well in this county?

1 MR. BREY: I would object. We're  
2 getting here into political communications, which  
3 are totally inappropriate and totally irrelevant to  
4 these proceedings.

5 MR. COLOMBO: I didn't limit it to  
6 political communications.

7 MEMBER SINNOTT: I will sustain that  
8 objection. The issues raised by the protest are  
9 whether there was an obligation for Judge Mingo to  
10 use her legal name on her candidacy documents and  
11 whether she completely abandoned the use of the  
12 name Stephanie Mingo upon marriage. There is a  
13 danger for this Board if we allow a protest to  
14 become a device by which discovery is being had of  
15 the inner workings of a candidate's campaign. It's  
16 a danger that's presented to both sides.

17 MR. COLOMBO: I agree.

18 MEMBER SINNOTT: So for that reason,  
19 I sustain that objection.

20 The next question.

21 MR. COLOMBO: Okay. Can I ask on  
22 the non-political front did she speak with friends,  
23 people at the courthouse?

24 MR. BREY: Your Honor, I -- same  
25 objection. You can't characterize it as

1 non-political just because they're not party  
2 officials.

3 MEMBER SINNOTT: Mr. Colombo, I  
4 would sustain that objection. I think it presents  
5 the same problem because of the identification of  
6 who is political and who is not.

7 MR. COLOMBO: Okay.

8 BY MR. COLOMBO:

9 Q. Well, I will move on from that  
10 question and ask you personally, do you see the  
11 benefit to using the name Mingo on a ballot in  
12 Franklin County?

13 A. Mingo is a very well-known,  
14 respected name. It's my family name.

15 Q. Yeah.

16 And that was part of the decision to  
17 include it on the ballot, on the petition?

18 A. Part of the decision -- Yes. It is  
19 a well-known name.

20 Q. Okay. And just for the record,  
21 would you acknowledge that two of the committee --  
22 of your petition committee members are Doug Prieis  
23 and Brad Sinnott?

24 MR. BREY: I would object. Again, I  
25 think that's irrelevant to the proceedings we have.

1 I see no reason to go down this line of  
2 questioning.

3 MEMBER SINNOTT: I'll overrule that  
4 objection. That's a question that can be answered  
5 in and of itself.

6 MR. COLOMBO: Okay. So you're  
7 saying she doesn't have to --

8 MEMBER SINNOTT: No. I'm saying  
9 that -- Your question was to the effect of would  
10 you acknowledge that Doug Preisse and Brad Sinnott  
11 are members of your nominating committee. That is  
12 your question, Mr. Colombo?

13 MR. COLOMBO: It is.

14 MEMBER SINNOTT: Judge Mingo, I  
15 think you can answer that.

16 A. Yes.

17 Q. And just, again, for the record, do  
18 you acknowledge that Mr. Preisse is hosting a  
19 fundraiser for you in the upcoming weeks?

20 A. Yes.

21 Q. Okay.

22 MR. COLOMBO: Just for the record,  
23 for the transcript, I just want to get that in  
24 there.

25 I appreciate your -- you know, I

1     tried to stick to the time and that's why I'm  
2     cutting out about half the exhibits.

3                   MEMBER SINNOTT:   And I apprehended  
4     that you were trying to stay on track.

5                   MR. COLOMBO:    Yes.

6                   MR. SINNOTT:    You have a couple of  
7     minutes of closing observations.

8                   MR. COLOMBO:    I appreciate that.  
9     Thank you both.

10                  MEMBER SINNOTT:   Board, we have  
11     heard from the protestor and we have accepted  
12     without objection the collection of exhibits  
13     proffered today by protestor.

14                  By the way, how long did that take?

15                  DEPUTY DIRECTOR PAYNE:   46 minutes  
16     and 15 seconds total.

17                  MEMBER SINNOTT:   Mr. Brey, you may.

18                  And Judge Mingo, if you would like  
19     to return to the gallery, you may, or if Mr. Brey  
20     would like to have you stay there --

21                  MR. BREY:    You can probably stay  
22     there.  I might have a few questions for you.

23                  MEMBER SINNOTT:   Mr. Brey, something  
24     along the line in terms of length of what we just  
25     heard from Mr. Colombo.

1                   MR. BREY: That sounds fine,  
2 although I doubt I will need as much time as he  
3 took.

4                   Briefly, let me open by suggesting  
5 that there's nothing in 3517.261 -- or excuse me --  
6 3513.261 that states or implies or suggests that  
7 you must use your legal name in nominating  
8 petitions and declarations of candidacy. So the  
9 words legal name are not in there anywhere. You  
10 can talk about implying or, you know, reading  
11 between the lines and saying it must mean that; but  
12 this Board has never interpreted it as meaning  
13 that. And we know that it's never been interpreted  
14 as meaning that because even as recently as last  
15 November's election, as Exhibit 4 of our submission  
16 indicates, there were a number of candidates who  
17 were allowed to file and run as Mike, Rick, Jim,  
18 Danny, Joe, and were not required to file and run  
19 in their legal names of Michael, Richard, Daniel,  
20 James, and Joseph.

21                   You know, this is just a made-up  
22 rule that does not exist and it is improper to  
23 mislead this Board into believing that you have to  
24 use your legal name because that's never been the  
25 rule and this Board has never followed that or



1 enforced that as a rule. As long as it's a name  
2 that you are commonly known as, even if it's not  
3 the only name that you're known as, you're allowed  
4 to use it.

5 And there's not one rule for men who  
6 normally don't take their spouse's name on marriage  
7 and a different rule for women who opt to take  
8 their spouse's name as their legal names upon  
9 marriage. And this Board has always understood  
10 that, as well.

11 Because as we've attached in  
12 Exhibit 5 -- and this is just from the records of  
13 this Franklin County Board of Elections -- there  
14 have been numerous instances in which the Franklin  
15 County Board of Elections has long allowed women to  
16 appear on the ballot in various versions of their  
17 married and birth names. And all we're suggesting  
18 is that Judge Stephanie Mingo who, yes, under other  
19 circumstances uses the name Stephanie Mingo Miles,  
20 but she does use the name and has used the name  
21 Stephanie Mingo, has the same right as the other  
22 women, either Democrat or Republican, who have been  
23 afforded the right to use various versions of their  
24 birth and married names.

25 You know, the two cases that are

1 cited primarily by opposing counsel are attached as  
2 Exhibits 6 and 7 to our submission -- or excuse  
3 me -- are attached to their brief, not to ours.  
4 And they do not, in fact, state that women who  
5 marry are required to always use their husband's  
6 name or to never use their husband's name. There  
7 is simply nothing in those cases or in the law that  
8 says that.

9           By the way, I was a little bit  
10 surprised to hear the argument of opposing counsel  
11 saying, well, in the McLaughlin case, which is the  
12 reported one, -- there's an unreported one, too --  
13 you know, there were various versions of the name  
14 that she used and testimony to that effect.

15           As a matter of fact, if you take a  
16 look at paragraph two of the McLaughlin v. Cuyahoga  
17 County case, which I believe is included in their  
18 submission, you will note that the evidence was  
19 that the candidate, quote, could not think of any  
20 circles in which she uses McLaughlin, her maiden  
21 name, exclusively, end quote. Those were the facts  
22 of those cases. Not that she sometimes used one  
23 and sometimes used the other, but that she never  
24 used the one. And that is why in the McLaughlin  
25 case the Cuyahoga County Court of Appeals when it

1 was asked to say that the Board of Elections had  
2 abused its discretion and could not possibly have  
3 kept McLaughlin off the ballot --

4 Because that was the standard. It's  
5 not the standard is it right or wrong, but are they  
6 clearly wrong in what they do in a mandamus case.

7 -- it was found that there wasn't  
8 any evidence and it was clear that she had  
9 abandoned the use of just her maiden name. You  
10 know, and abandoning means you don't continue to  
11 use it, not that you use it sometimes and don't use  
12 it other times without your married name. It's  
13 that you abandon using your unmarried name, using  
14 your birth name, using your maiden name, whatever  
15 you want to call it, and you don't do that anymore.

16 That is not what the facts are here.  
17 We've already had that in the form of an affidavit  
18 from Stephanie Mingo which is attached as Exhibit 1  
19 to the submission. And you don't have to take her  
20 word for it. We have 58 other affidavits from  
21 people who know her in the community and know her  
22 as Stephanie Mingo and not as Stephanie Mingo  
23 Miles, and we've attached those, all 58 of them, in  
24 a packet as Exhibit 2 to our attachments.

25 You know, we do not dispute that in

1 various formal legal documents she uses her formal  
2 legal name and she's used that when she was  
3 employed by the state auditor, when she was  
4 employed by the Franklin County Prosecutor's  
5 Office, when she filed a deed. You know, there are  
6 formal occasions when I refer to myself as Donald  
7 Carl Brey, other occasions when I'm Donald Brey or  
8 other cases when I'm Don Brey. Now, I can do that  
9 as a man. Women have the same rights as I do, as  
10 anybody else does, to choose which of two names in  
11 which they are commonly known should be used when  
12 they file as a candidate. And that's all that  
13 we're talking about here.

14 Now, opposing counsel spent a  
15 considerable amount of time proving something we  
16 never disputed, that Judge Stephanie Mingo has also  
17 used on various occasions in formal documents, in  
18 legal documents, in filings with courts, in deeds  
19 the name Stephanie Mingo Miles or Stephanie M.  
20 Miles. And, okay, we agree with that. She could  
21 have run under the name Stephanie Mingo Miles,  
22 which, by the way, still would have had that  
23 wonderful name of Stephanie Mingo; but she didn't  
24 have to. And the reason she didn't have to is  
25 because she is known in the community, in her

1 religious community, in church circles, in  
2 political circles, in cultural circles by Stephanie  
3 Mingo.

4 And at this point I would like to  
5 ask Judge Stephanie Mingo a few questions.

6 EXAMINATION

7 BY MR. BREY:

8 Q. Would you take a look at Exhibit 1,  
9 which is your affidavit. I'm just going to ask you  
10 a couple of questions about that.

11 After your 2007 marriage to Jason  
12 Miles, did you continue to use and be known by the  
13 name Stephanie Mingo without Miles in your church  
14 communities?

15 A. Yes.

16 Q. And after 2007 and until today did  
17 you continue to use and be known by the name  
18 Stephanie Mingo without your husband's name of  
19 Miles in various political circles?

20 A. Yes.

21 Q. As a matter of fact, didn't you have  
22 a name tag that said -- occasionally that said  
23 Stephanie Mingo and not Stephanie Mingo Miles?

24 A. Yes.

25 Q. And did people come up to you and

1 say, Hi, Stephanie Mingo?

2 A. Yes.

3 Q. And from 2007 and until today have  
4 you been involved and attended various cultural and  
5 community events throughout Franklin County?

6 A. Yes, I have.

7 Q. And in those cultural and community  
8 events have you identified yourself as Stephanie  
9 Mingo and not as Stephanie Mingo Miles?

10 A. Yes, I have.

11 Q. And have you worn a name tag that  
12 says Stephanie Mingo and not Stephanie Mingo Miles?

13 A. Yes, I have.

14 Q. And have people come up to you and  
15 said, Hi, Stephanie Mingo?

16 A. Yes, they have.

17 Q. Do you conclude from --

18 By the way, I understand that  
19 there's been some testimony that, well, you  
20 registered with the bar association as Stephanie  
21 Mingo Miles.

22 I assume that when people run for  
23 office in Franklin County they want votes from  
24 people other than people that are lawyers. Right?

25 A. Yes.

1 Q. And they're not -- and I assume that  
2 looking up information on the Supreme Court's  
3 website or tracking down deeds is not the most  
4 common way people have to figure out who is running  
5 for office, is it?

6 A. It is not.

7 Q. Do you think that there would be --  
8 We talked about the fact that Mingo is a good name.  
9 It's the name you were born with, wasn't it?

10 A. Yes, it is.

11 Q. Have you ever abandoned the use of  
12 that name?

13 A. I have never abandoned the use of  
14 the name Mingo.

15 Q. Have you ever abandoned using the  
16 name Mingo without using the name Miles after your  
17 marriage?

18 A. I'm sorry. Would you repeat the  
19 question?

20 Q. Have you stopped ever using the name  
21 Mingo without Miles after your marriage?

22 A. I have not.

23 Q. Is there a political advantage in  
24 running in a name in which you are commonly known  
25 in church circles, in political circles, and in

1 cultural and community circles in Franklin County  
2 rather than run in a name that you're not as  
3 well-known in those circles?

4 A. Yes.

5 Q. Is that one of the reasons why you  
6 decided to run as Stephanie Mingo rather than  
7 Stephanie Mingo Miles?

8 A. It is.

9 Q. I also understand that you have a  
10 sister who married a man also named Miles?

11 A. I do.

12 Q. And do people ever confuse the two  
13 of you?

14 A. Frequently.

15 Q. And why is that?

16 A. Her name is Robin Mingo Miles.  
17 She's not related to -- Her husband is not related  
18 to my husband. But her name is Robin Mingo Miles  
19 and we look alike and frequently people confuse the  
20 two of us. I've received her work emails. She's  
21 received information that was intended for me.  
22 She's been to the courthouse where guards have  
23 addressed her as "Your Honor." We look alike, we  
24 have similar -- the same legal last name. It's  
25 confusing.



1           Q.       Were you at all concerned that if  
2 you used in your campaign filings the name Mingo  
3 Miles rather than the name Stephanie Mingo people  
4 would become confused with your sister?

5           A.       Absolutely. I love my sister, but I  
6 do not want people to call her "Your Honor." That  
7 is my title.

8                   MR. BREY: You know, I promised I  
9 would be shorter. I think I've covered my  
10 examination of her, and I'd just like to say a few  
11 words in closing.

12                   MEMBER SINNOTT: Before your  
13 closing, Counsel, let me just stop at this point  
14 and see if the Board members have any questions for  
15 Judge Mingo's counsel.

16                   MEMBER SEXTON: I just have a  
17 couple.

18                   Going back to Exhibit 12 from  
19 Mr. Colombo --

20                   MEMBER SINNOTT: Mike, is this going  
21 to be a question for Mr. Brey or Judge Mingo?

22                   MEMBER SEXTON: For Judge Mingo.

23                   It has here that you -- on 11-2 of  
24 2015 you registered to vote here in Franklin  
25 County -- or in Delaware County as Stephanie Mingo

1 Miles, 7194 Hilmar Drive, City of Westerville,  
2 43082. Is that correct?

3 MS. MINGO: That's correct.

4 MEMBER SEXTON: And then you moved  
5 to Franklin County in December 16th --  
6 December 26th, I believe, in 2018?

7 MS. MINGO: That is the correct  
8 date.

9 MEMBER SEXTON: Is that correct,  
10 when you became registered here in New Albany?

11 MS. MINGO: I believe that is the  
12 correct date.

13 MEMBER SEXTON: Okay. And then  
14 December 26th was also the date that you were  
15 nominated by Governor Kasich as taking the bench, I  
16 believe, on January the 10th as Stephanie Mingo  
17 Miles?

18 MS. MINGO: I believe I received a  
19 call from the Governor's office on December 24th,  
20 2018.

21 MEMBER SEXTON: Okay. I'm referring  
22 to Exhibit 15. Today Governor John Kasich  
23 announced the appointment of Stephanie Mingo Miles  
24 of New Albany, Franklin County, to serve as a judge  
25 on the Franklin County Municipal Court,

1 Environmental Division. Miles will assume the  
2 office on January 10th of 2019.

3 MS. MINGO: That is the date that --

4 MEMBER SEXTON: Is that your correct  
5 reading of the Governor's press announcement?

6 MS. MINGO: I read that on  
7 December 26th Governor John Kasich announced the  
8 appointment of Stephanie Mingo Miles.

9 MEMBER SEXTON: Okay. And then you  
10 were sworn in, I believe, on January 6th, I  
11 believe, as Stephanie Mingo Miles, took the oath of  
12 office. Is that correct?

13 MS. MINGO: The judicial oath of  
14 office is dated January 6th, 2019.

15 MEMBER SEXTON: And then you  
16 moved to -- or then you reregistered on January  
17 the 10th as Stephanie Mingo. Is that correct?

18 MS. MINGO: I don't know what  
19 exhibit you're looking at so that I can take a look  
20 at it.

21 MEMBER SEXTON: I believe that's a  
22 change of registration. This would be Exhibit 14.  
23 And here you state -- at the top of the page you  
24 have marked "updating my name." Last name Mingo,  
25 first name Stephanie, 4202 Stoneworks Place, New

1 Albany, 43054. You signed it as Stephanie Mingo,  
2 1-10-19. Is that correct?

3 MS. MINGO: I do see that I updated  
4 my name on 1-10-19 as Stephanie Mingo.

5 MEMBER SEXTON: And that was the  
6 same day that you took the bench here in Franklin  
7 County as a Municipal Court judge, I believe?

8 MS. MINGO: Yes, January 10th, 2019.

9 MEMBER SEXTON: Okay. Thank you.

10 MEMBER SINNOTT: Mr. Brey, I have a  
11 few questions for you to help me understand your  
12 position.

13 So I believe that Judge Mingo  
14 acknowledges that she has sometimes been known as  
15 Stephanie Mingo Miles and other times as Stephanie  
16 Mingo since the time of her marriage?

17 MR. BREY: Correct.

18 MEMBER SINNOTT: And that her --  
19 does Judge Mingo also say that her legal name has  
20 been Stephanie Mingo Miles?

21 MR. BREY: Yes. Since her marriage  
22 in 2007 her legal name has been Stephanie Mingo  
23 Miles.

24 MR. SINNOTT: But it is your  
25 position that the statute in question does not

1 require that a candidate be known by his or her  
2 legal name?

3 MR. BREY: The statute does not  
4 require that the declarations of candidacy and  
5 petitions use the legal name; and this Board has  
6 never required that, at least that I know of.

7 MEMBER SINNOTT: In your memorandum  
8 you refer to two Ohio Supreme Court decisions, one  
9 being Morrison and the other being Pierce. Would  
10 you acquaint us briefly with those two cases?

11 MR. BREY: Yes.

12 As a matter of fact, these cases  
13 were cited by the Cuyahoga County cases. And  
14 unlike the Cuyahoga County cases, which might be  
15 persuasive or not in Franklin County, the Ohio  
16 Supreme Court cases are actually binding upon  
17 Franklin County.

18 In Morrison, the rule was stated  
19 where a person signed a declaration of candidacy  
20 using a name which he had adopted and by which he  
21 had been generally known in the community for  
22 years, the fact that during the same time he had  
23 used another name on certain occasions did not make  
24 such signing a change of name and invalidate his  
25 petition pursuant to the various statutes cited by

1 opposing counsel. In other words, you can have two  
2 names. It doesn't have -- You don't have to always  
3 use your legal name if you are known by another  
4 name. And the undisputed testimony is that in  
5 religious, political, and cultural circles she is  
6 known as Stephanie Mingo.

7                   And similarly, in *Pierce v.*  
8 *Brushart*, which is attached as Exhibit 9 to our  
9 attachment, -- the *Morrison* case is attached as  
10 Exhibit 8 -- it states that, Where a person is as  
11 well known by one name as another, the use of  
12 either name is sufficient. Under such a factual  
13 situation, neither the letter nor the spirit of the  
14 statute has been violated by the candidate. And  
15 thus, the Ohio Supreme Court found the Board of  
16 Elections was justified in approving as valid his  
17 declaration of candidacy and petition for  
18 nomination even though it didn't use the legal  
19 name. It used a different name under -- which this  
20 person had. Now, in the *Pierce* case, it was using  
21 the old general code that was cited to the  
22 predecessor of the 3513 statutes that are cited in  
23 this case by opposing counsel.

24                   So both these cases are construing  
25 varied statutes that opposing counsel is talking

1 about. If you haven't abandoned the use of the  
2 name without your husband's name, you can use it,  
3 even if, as we agree, she has used her husband's  
4 name or legal name on various legal documents in  
5 terms of her legal filings of liens or her legal  
6 filings of complaints or filings with the Ohio  
7 Supreme Court. You know, that's probably when I  
8 call myself Donald Carl Brey. You've never heard  
9 me call myself Donald Carl Brey in normal speech.  
10 And I'm not lying if I pull out a petition saying  
11 Don Brey. Neither is she when she pulls out a  
12 petition saying Stephanie Mingo. And she's not  
13 deceiving anybody.

14 Because the fact of the matter is  
15 this is not a "let's find documents." This is a  
16 "is she known as Stephanie Mingo." If she uses the  
17 name Stephanie Mingo, is she misleading anybody  
18 into thinking, what, that she's Clarence Mingo's  
19 brother -- or he's her brother? He is her brother.  
20 She's his sister. You know, and that's going to be  
21 true and known whether she is Stephanie Mingo or  
22 Stephanie Mingo Miles, but Stephanie Mingo is the  
23 name under which she is commonly known. And using  
24 that rather than Mingo Miles will, in fact, prevent  
25 confusion with her sister that a lot of people have

1     apparently.

2                   MEMBER SINNOTT:   There are times in  
3     the statute, Mr. Brey, where the General Assembly  
4     has told us that a rule regarding name change is  
5     inapplicable when the name change is occasioned by  
6     marriage.  Are those statutes of any application to  
7     the present controversy?

8                   MR. BREY:   Well, the two statutes,  
9     3513.06 and 3513.271, one, do not apply to changes  
10    in name due to marriage; but, two, they don't apply  
11    to changes of name made over five years ago.  Since  
12    she was married in 2007, which is over five years  
13    ago, any change of name due to marriage and any  
14    change of name that happened in 2007 is not  
15    affected by those two statutes.

16                   You know, now, the argument that I  
17    believe the opposing counsel is making, well, she's  
18    changed her name somehow the last five years by  
19    beginning to use a name she has not used before,  
20    and that's just not true.  She's continuously used  
21    since 2007 the name Stephanie Mingo.  She's got a  
22    right to do that and she's got a right to run under  
23    that name.

24                   MEMBER SINNOTT:   If you wanted to  
25    take a couple of minutes to close, Mr. Brey, it



1 would be proper at this point.

2 MR. BREY: The case is  
3 straightforward. Stephanie Mingo, Judge Stephanie  
4 Mingo has of course used on various highly legal  
5 and her employment documents the name Stephanie  
6 Mingo Miles. That's her formal legal name. But  
7 Ohio statutes do not require people to use their  
8 formal legal name. And this Board has consistently  
9 allowed men to use nicknames which are not their  
10 formal legal names because the statute doesn't  
11 require that you use your formal legal name.

12 You know, the purpose of the two  
13 statutes, the 3513.06 and the 3513.271 statutes, is  
14 to prevent the public from being misled or  
15 defrauded in some way or in some unfair way; you  
16 know, by changing your name so people don't realize  
17 you are the same Don Brey that got picked up for  
18 drunk driving last week so I'm going to call myself  
19 Don Brown. That's not going to work.

20 But she has always used the name  
21 Mingo, sometimes in connection with Miles,  
22 sometimes not; but she's used it without Miles  
23 consistently in a number of the sorts of  
24 communities which are the communities she's going  
25 to be asking to vote for her this fall, the

1 political communities are a big support in Franklin  
2 County, the church-related communities that support  
3 her in Franklin County, the cultural and community  
4 events and people she meets throughout Franklin  
5 County. She's testified to that. There's an  
6 affidavit to that effect.

7 I do not understand how on earth  
8 Phyllis Elmo could say she primarily uses the name  
9 when Phyllis isn't at her church or the church that  
10 she goes to. Phyllis Elmo is -- doesn't show up at  
11 the political events she's at. She has never seen  
12 Phyllis Elmo at any of these cultural or events.  
13 The statement that she primarily uses the other  
14 name is simply a guess. And with the testimony we  
15 have, we know that that guess was inaccurate. And  
16 even if it were, it's not a standard of primarily  
17 using one or primarily using another.

18 The standard is did she abandon, did  
19 she stop using at all the name Stephanie Mingo  
20 without Miles. And she didn't. She's done it  
21 before and after 2007 and to this day and it's a  
22 name that she, like all married women who use their  
23 husband's name on some instances and don't use it  
24 on other instances, has the right as a married  
25 woman to make that choice in terms of how she's

1 going to present herself to the public. And it  
2 should not be one rule for men who -- you know,  
3 Jimmy Carter, Al Gore, Bob Dole. I mean, you know,  
4 they were allowed to run under those names because  
5 they were known under those names. And she is  
6 known as Stephanie Mingo and should be allowed to  
7 run under her name, as well.

8 Thank you.

9 MEMBER SINNOTT: Oh, Mr. Colombo,  
10 you rose as though you were planning on saying  
11 something.

12 MR. COLOMBO: Oh, yeah. I thought  
13 you said I would have a few minutes for a closing.

14 MEMBER SINNOTT: I thought you  
15 declined that opportunity when you went back to  
16 your seat.

17 MR. COLOMBO: Well, I was trying to  
18 get out of the way of --

19 MEMBER SINNOTT: I can understand  
20 the misunderstanding. Mr. Colombo, if you have a  
21 couple of minutes of argument --

22 MR. COLOMBO: Yeah.

23 MEMBER SINNOTT: -- to proffer to us  
24 before the matter is submitted for a Board  
25 decision, then --

1 MR. COLOMBO: I appreciate that just  
2 because I haven't had an opportunity to address  
3 anything after Mr. Brey spoke.

4 MR. BREY: And if I may, I don't  
5 think I exhausted my 35 minutes.

6 MEMBER SINNOTT: You did not. So as  
7 we endeavor to wrap up here, perhaps a minute or  
8 two from both of the lawyers and then it will be a  
9 Board matter.

10 MR. COLOMBO: Thank you. I  
11 appreciate that.

12 Just a couple of quick points. I'm  
13 very bothered that this has been portrayed as a  
14 man-woman type case because men are getting married  
15 now legally just as well as women. These laws  
16 apply to everyone.

17 And Mr. Brey referred to the  
18 derivative cases, which I feared he would at the  
19 start. They're not applicable here because the  
20 cases he's referring to are where someone files a  
21 petition -- and I know the Board deals with these  
22 every election cycle -- where then someone comes to  
23 use a derivative of their name on the ballot.  
24 Those aren't the Revised Code sections at issue  
25 here. Those sets of cases are different. When --

1 And those apply to women, too. The Board has heard  
2 these cases before where Virginia wants to be known  
3 as Ginny. She had it on the petition as Virginia,  
4 but would like to be known as Ginny on the ballot.

5 The affidavits that were filed were  
6 not too helpful in her support. First of all, we  
7 don't know if they're over the age of 18 and  
8 qualified to testify, as is generally included in  
9 affidavits. Additionally, we have no idea how  
10 these people know her, if they know her from  
11 college, if they live out of state, if they're  
12 sorority friends. We have no idea who these people  
13 are. I believe her church may be in Delaware,  
14 although I -- So if Delaware people know her as a  
15 different name, that's not too helpful in Franklin  
16 County.

17 And point three on these affidavits  
18 says she has not abandoned the use of the name  
19 Stephanie Mingo. The two case law cites we gave  
20 you are they have not abandoned the sole use of  
21 Stephanie Mingo.

22 And despite opposing counsel's  
23 position, both the McLaughlin and Martinez cases do  
24 an inventory of the records that were available to  
25 them. I believe it's around page -- paragraph

1 seven, page 129 in our exhibits.

2 So it's abandonment of the sole use.  
3 I mean, if there's a couple of instances where her  
4 maiden name is used by itself, that doesn't,  
5 according to these cases, overcome the presumption  
6 of the evidence presented.

7 Some of these older case cites he  
8 gave you most likely were decided before some of  
9 the relevant Revised Code sections were in place  
10 here. So the laws have changed. And 3513.271 was  
11 hardly addressed at all in opposing counsel's  
12 presentation. You know, the facts of the case are  
13 clear. The Judge changed her name with the Board  
14 of Elections January 10th, 2019. That was a name  
15 change. That was abandoning now her married name.  
16 So the law is clear that it has to have a former  
17 name in parenthesis if there's been a name change  
18 five years prior. Clearly, in this case, this is  
19 in the election context. Her name changed at the  
20 Board of Elections.

21 You know, lastly, I would say we in  
22 good faith found what records are out there, and  
23 the table of contents has approximately 45 plus or  
24 minus examples over a 12-year period. I mean, the  
25 weight of the evidence is strong that she abandoned

1 the sole use of her maiden name; not just abandoned  
2 the use, because she still uses Mingo. She  
3 abandoned the sole use of Mingo by itself and  
4 always had Miles attached to her name over the last  
5 12 years.

6 I appreciate your allowing me to  
7 give a brief closing, and I'll just incorporate  
8 what I said in my opening statement. Thank you.

9 MEMBER SINNOTT: Thank you,  
10 Mr. Colombo.

11 Mr. Brey.

12 MR. BREY: Thank you.

13 I won't repeat what I've said, but I  
14 want to respond to a couple of things that  
15 Mr. Colombo just said.

16 First of all, he's quoting the two  
17 Cuyahoga County cases as saying abandoned the sole  
18 use of and he says Stephanie Mingo. And he's  
19 asking you to interpret that to mean that if you  
20 use the name Stephanie Mingo Miles ever you have  
21 abandoned the sole use of the name Stephanie Mingo.  
22 That's what he's trying to ask you to believe  
23 that's what those cases say. Those cases do not  
24 say that. That is a misrepresentation of those  
25 cases whether they're good law in Franklin County

1 or not. Those cases -- and I've quoted -- He  
2 didn't talk about it, but I've quoted from the  
3 McLaughlin case where the evidence was she couldn't  
4 remember any context in which she had used her  
5 maiden name without her husband's name. That is  
6 not the evidence you heard here today.

7           Secondly, he says we should ignore  
8 what the Ohio Supreme Court said in 1980 and in  
9 1950 because the laws have probably changed and  
10 they weren't construing the same thing. Actually,  
11 the laws in 1980 were exactly the same as the laws  
12 are today. The same statute you indicate cites the  
13 same code section. The code section in the 1950  
14 case, the Pierce case, is a general code section;  
15 but if you look it up -- and I did -- it is a  
16 predecessor that is, you know, a little bit  
17 different but fundamentally the same. I think it  
18 had a ten-year lookback rather than a five year  
19 lookback but fundamentally is the same as the  
20 current versions of 3513.06 and 3513.271, which, by  
21 the way, we did talk about.

22           He states that she changed her name  
23 at the Board of Elections. She said I updated my  
24 name at the Board of Elections from one name by  
25 which she was known to another name by which she is



1 known. That's not a name change for purposes of  
2 3513.06 or 3513.271.

3           Lastly, Mr. Corey Colombo has stood  
4 up here several times and said these are all the  
5 records there are, we looked at all of them and  
6 there's nothing else out there. I don't recall him  
7 testifying. I don't recall him bringing his client  
8 up here to testify. I don't recall anybody  
9 testifying that this is all there is and this is  
10 all despite good argument from counsel. And I  
11 believe Corey Colombo is an honest guy. I don't  
12 think that he's intentionally making a false  
13 statement, but that is not -- argument from  
14 counsel, as we all know, is not evidence. And  
15 there is no evidence in the record that says this  
16 is all there is. It's true that this is all that's  
17 submitted in the record, but we didn't need to do a  
18 lot of document research since we knew who these  
19 folks were. Is it true that Stephanie Mingo has  
20 testified? Yes, she has. And there is many  
21 affidavits. Maybe the affidavits should have said,  
22 well, I know where these people are from. Well,  
23 you know, the fact of the matter is her testimony  
24 that people know her as Stephanie Mingo and not  
25 Stephanie Mingo Miles is accurate according to at

1 least these 58 people -- and obviously, we don't  
2 claim it's only 58 people -- that view her that way  
3 and therefore she's got a right to use that name.

4           The derivative cases, are they  
5 relevant? I don't think so. Because the purpose  
6 of the derivative cases of Mickey versus Mike was  
7 that if you use a name that is not your legal name.  
8 Remember, their argument was you had to use your  
9 legal name but don't look at those derivative  
10 cases. The derivative cases prove that you don't  
11 have to use your legal name. And what is the  
12 standard? Why are you allowed to use the  
13 derivative? Because people know you that way;  
14 maybe not everybody, but some people, even if in  
15 your registration with the Supreme Court you use a  
16 formal name, Michael rather than Mike or Mickey,  
17 even if when you have a title to a property you use  
18 your formal name, Michael rather than Mickey or  
19 Matthew rather than Matt. You know, those do not  
20 mean you can't be known throughout the community,  
21 as Stephanie Mingo is, by a different version of  
22 your name. And the same rule -- I know Mr. Corey  
23 Colombo doesn't like it, but the fact of the matter  
24 is it is unlawful to say that men who normally  
25 don't take their spouse's name can change what they

1 can change, their first name, their middle name or  
2 whatever, but that women can't choose whether to  
3 run in their birth name, the name she was born  
4 with, as opposed to her husband's name.

5 And therefore, I would ask that you  
6 find that there is no merit to the protest and the  
7 protest should be denied.

8 MEMBER SINNOTT: Very good.  
9 Mr. Colombo, Mr. Brey, thank you for the excellent  
10 presentations. I believe we understand your  
11 clients' positions fully at this juncture.

12 The matter now comes before the  
13 Board for decision. Let me suggest this. Let us  
14 have a motion and then there can be deliberation  
15 once there is a motion on the table.

16 In order to get that process  
17 started, I move that we deny the protest.

18 Is there a second?

19 CHAIRMAN PREISSE: Second.

20 MEMBER SINNOTT: All right. There  
21 is a motion on the floor to deny the protest. Is  
22 there any Board member who wishes to speak?

23 CHAIRMAN PREISSE: I'm going to  
24 quote Mr. Colombo, -- I think I have this  
25 accurate -- You've got to run by the name you are

1 known by, end quote. We can go back and look at  
2 the record to see if I got it right. I might have  
3 one word wrong, but that's essentially what you  
4 said.

5 I made that note when you said that,  
6 Corey, because I think that's a relevant statement  
7 here. And I think I'm not persuaded that Stephanie  
8 Mingo Miles is known primarily or only by Stephanie  
9 Mingo Miles. I was going to make the same point  
10 that Mr. Brey already did, which is some formal  
11 filing in the Ohio Supreme Court and many of these  
12 other examples are so invisible to the public and  
13 so esoteric and specific in their nature that that  
14 isn't how people -- I have a feeling that Dana  
15 Gillman Rinehart signed Dana Gillman Rinehart and  
16 there's probably not a lot of people who even know  
17 who the heck that was at the time or today. That  
18 was, of course, Buck Rinehart. Anyway ...

19 MEMBER SINNOTT: Okay.

20 MEMBER SEXTON: I would oppose the  
21 motion and just for several reasons. There are  
22 several arguments. You know, her petition is  
23 invalid because we've heard overwhelming evidence  
24 that Stephanie Mingo Miles abandoned the sole use  
25 of her maiden name upon marriage in 2007 and now

1 has reverted to the sole use of her maiden name for  
2 the purpose of her nominating petition without  
3 including her commonly-known married name of Miles,  
4 which evidence shows she has included as part of  
5 her last name since 2007.

6 Alternatively, her nominating  
7 petition is invalid because it failed to include  
8 her former name of Stephanie Mingo Miles as  
9 required by Revised Code Section 3513.271.

10 The law is candidates must provide  
11 their name on their petition. If a married  
12 candidate has abandoned the sole use of their  
13 pre-marriage last name since their marriage, then  
14 the married candidate cannot claim that their  
15 exclusive last name is their pre-marriage last name  
16 and must provide both their pre-marriage last name  
17 and their married last name on their petition.

18 McLaughlin versus Cuyahoga County  
19 Board of Elections (2004) and Martinez versus  
20 Cuyahoga County Board of Elections (2006), both are  
21 cited by the Secretary of State in the Election  
22 Official Manual, page 11, I believe, dash, 4. The  
23 Ohio Supreme Court made it clear that candidates  
24 cannot change their name for political advantage.  
25 State ex rel. Miller versus Cuyahoga County Board

1 of Elections (2004): Candidates are prohibited  
2 from changing their names to another to avoid an  
3 unfavorable result in the use of the abandoned name  
4 or to secure advantage by the use of such other  
5 name.

6 To prevent candidates from changing  
7 their names purely for political advantage, Ohio  
8 law requires a candidate who changes their name  
9 within five years of being a candidate to provide  
10 their former name on their petition in addition to  
11 their present name. Revised Code 3513.271 states:  
12 If any person desiring to become a candidate for  
13 public office has had a change of name within five  
14 years immediately preceding the filing of his  
15 statement of candidacy, both his statement of  
16 candidacy and nominating petition must contain,  
17 immediately following the person's present name,  
18 the person's former name.

19 There is an inapplicable exception  
20 to this rule if the name change occurs by the  
21 result of marriage. Two courts of appeals cases  
22 have held that changing a name from a married to a  
23 maiden name is not a change of name by result of  
24 marriage unless there was a divorce.

25 Again, McLaughlin versus Cuyahoga

1 County Board of Elections (2004), Martinez versus  
2 Cuyahoga County Board of Elections (2006), both are  
3 cited approvingly by the Secretary of State in the  
4 Election Official Manual.

5 If a candidate changes their name  
6 and fails to provide their former name on their  
7 petition, they are unqualified to hold the office,  
8 Revised Code 3513.271.

9 So for those reasons I would oppose  
10 the motion.

11 MEMBER SINNOTT: Very good.

12 Kim, do you wish to be heard?

13 MEMBER MARINELLO: I would move that  
14 the protest filed by Phyllis Elmo against the  
15 nominating petition of Stephanie Mingo Miles be  
16 upheld on the grounds cited in the protest.  
17 Specifically, that her petition is invalid because  
18 of the overwhelming over 45 instances where she  
19 used Stephanie Mingo Miles or Stephanie Miles. She  
20 abandoned her maiden name upon marriage in 2007 and  
21 now has reverted to the sole use of her maiden name  
22 for the purposes of her nominating petition without  
23 including her commonly-known married name of Miles,  
24 which evidence shows she has included in part of  
25 her last name since 2007 including her oath of

1 office. Or, alternatively, the nominating petition  
2 failed to include her former name Stephanie Mingo  
3 Miles as required by Revised Code 3513.271. Either  
4 way, it's clear to the casual observer that this  
5 change of name or attempt to change her name was to  
6 gain a political advantage.

7 MEMBER SEXTON: I would second the  
8 motion.

9 MEMBER SINNOTT: I believe we have a  
10 motion to deny pending. So we're speaking to it  
11 and we can take a vote on that. Since there's only  
12 a yes or no option here, I think we'll have a clear  
13 record of where the Board stands at the conclusion  
14 of the vote on the motion to deny.

15 Well, I do have some thoughts that I  
16 want to share. The protestor bases her protest on  
17 the assertion that Ohio law requires candidates to  
18 use their legal name on their nominating petitions  
19 and statements of candidacy, citing the Board to  
20 Revised Code 3513.261. No such statement, however,  
21 appears in the statute. Indeed, it is common for  
22 candidates to use a name that is not their legal  
23 name. I can think of no instance in which this  
24 Board has required a married woman to participate  
25 in public life using her husband's name. This is a



1 wise approach for this Board, as it reflects the  
2 gender equality for which our society strives.

3           Protestor draws our attention to  
4 three cases, one from the Ohio Supreme Court and  
5 two from the Eighth District Court of Appeals, the  
6 court that has jurisdiction over Cuyahoga County.

7           The Ohio Supreme Court case Miller  
8 involved a man named Scott Miller who had been  
9 known throughout his life by some variation of  
10 Scott Miller. He repeatedly ran unsuccessfully for  
11 public office under that name. Mr. Miller resided  
12 in Cuyahoga County.

13           In January of 2004, Mr. Miller began  
14 holding himself out as Scott Russo Miller and  
15 changed his name on legal documents such as his  
16 driver's license and his Social Security  
17 registration to reflect that he would now be known  
18 as Scott Russo Miller. At that time there were six  
19 county elected officials in Cuyahoga whose last  
20 name was Russo. The Board of Elections in Cuyahoga  
21 County exercised its discretion in such a way that  
22 Mr. Miller was placed on the ballot under the name  
23 of Scott Miller and not Scott Russo Miller.

24           This decision was challenged in a  
25 mandamus action, meaning that the District Court of

1 Appeals examined only whether Mr. Miller could  
2 demonstrate that the Board's decision resulted from  
3 fraud, corruption, abuse of discretion, or clear  
4 disregard of applicable law. There was no  
5 indication in the case that Russo was ever any part  
6 of Mr. Miller's name or his family's name. Under  
7 these facts, the Supreme Court concluded that there  
8 was no abuse of discretion by the Board in removing  
9 Russo from Mr. Miller's ballot name. No abuse of  
10 discretion.

11 As to the Cuyahoga County Court of  
12 Appeals decision in McLaughlin, there was another  
13 mandamus challenge to the exercise of the Board's  
14 discretion; again, meaning that the court was  
15 examining only whether the Board's exercise of  
16 discretion resulted from fraud, corruption, abuse  
17 of discretion, or a clear disregard of applicable  
18 law. Ms. McLaughlin told the Board that although  
19 McLaughlin was her birth name, after marriage she  
20 had exclusively been known by her married name.  
21 Under those facts, it was not an abuse of  
22 discretion, the Cuyahoga County court concluded,  
23 for the Board to prohibit Ms. McLaughlin's  
24 appearing on the ballot under her unmarried name.

25 Similarly, in Martinez, the Cuyahoga

1 County court did not find a decision tainted with  
2 fraud, corruption, abuse of discretion, or a clear  
3 disregard of the law when the Board of Elections  
4 concluded that Ms. Martinez's name on her  
5 declaration of candidacy, her birth name, was not  
6 her actual name, Jennifer Atzberger, which was her  
7 married name.

8           The court said what was dispositive  
9 in that case was that Martinez circulated part  
10 petitions using the name Jennifer Martinez on  
11 various dates from January 9, 2006 to at least  
12 January 28, 2006. She did not, however, submit a  
13 form to the Board indicating the name by which she  
14 wanted to be known until January 31 of 2006. The  
15 court said at paragraph 16 of its decision that the  
16 declaration of candidacy declared that she,  
17 Jennifer Martinez, was a qualified elector. Yet at  
18 the same time her name as an elector was Jennifer  
19 Atzberger. While not identifying it as the basis  
20 for its decision, the court noted that it believed  
21 that Ms. Martinez, like Ms. McLaughlin in the  
22 earlier case, had never been known by her unmarried  
23 name after her marriage. Had never been known by  
24 her unmarried name after her marriage.

25           These cases are inapposite and do

1 not compel any particular result to the pending  
2 protest. They prove only another board's exercise  
3 of discretion under facts materially different than  
4 the ones before us in this matter. In this case it  
5 cannot fairly be disputed that Judge Mingo has and  
6 does use both her married and unmarried name. This  
7 is a common practice in our time for married women  
8 for various reasons. This Board has an admirable  
9 record of understanding that a married woman in  
10 modern society may be known as the name with which  
11 she was born or the name of her spouse. Absent an  
12 indication, certainly not present here, that the  
13 use of an unmarried versus a married name would  
14 work some sort of deception on the public, I would  
15 never vote to require a woman in Franklin County to  
16 engage in public life only if using her spouse's  
17 name.

18                   There are cases that were not cited  
19 to us by the protestor that I find more  
20 instructive. In a Supreme Court case that actually  
21 comes from Franklin County, the Morrison court  
22 observed that where a person signs a declaration of  
23 candidacy using a name by which he has been known  
24 in the community for years, the fact that during  
25 the same time he has used another name did not

1 invalidate his petitions. That was the Curly  
2 Morrison case that a number of us of a certain age  
3 may recall.

4 In Pierce, again the Ohio Supreme  
5 Court observed that where a person is well known by  
6 more than one name, such as is now common for many  
7 married women, the use of either name is sufficient  
8 in the context of a declaration of candidacy. I  
9 find that those decisions from the Ohio Supreme  
10 Court are more instructive than the ones cited by  
11 protestor.

12 So to summarize, the protestor comes  
13 before us asserting that Revised Code 3513.261  
14 requires candidates to use their legal name on  
15 their nominating petitions and statements of  
16 candidacy. That is not correct. There is  
17 undisputed evidence that Judge Mingo is known in  
18 the community as Stephanie Mingo Miles and  
19 Stephanie Mingo. That has been and remains true  
20 today. Judge Mingo has testified to that and I  
21 believe nearly five dozen witnesses have submitted  
22 affidavits confirming that fact. Men are routinely  
23 permitted to run by something other than their  
24 legal name. There is no law requiring married  
25 women to choose between always using their

1 unmarried name or always using their husband's  
2 name. In fact, such a law would understandably be  
3 offensive to modern society.

4           When exercising our discretion in  
5 this matter, this Board should not be only mindful  
6 of gender equality but also that we're dealing with  
7 the right of Franklin Countians to decide  
8 themselves who will be in elected office. We can  
9 take that choice from them or we can leave it to  
10 the public to decide.

11           Although Justice Holmes was writing  
12 in dissent in the Morrison case, I would hope that  
13 all the members of the Board would agree with an  
14 observation he makes in that case. The late  
15 Justice Holmes write, quote, Because of the  
16 fundamental importance of the right of the citizens  
17 of this state to choose who will govern, it is  
18 incumbent upon administrative boards as well as the  
19 courts to make decisions which further the informed  
20 exercise of that right, closed quote.

21           Fundamentally, the people of  
22 Franklin County should decide whether Stephanie  
23 Mingo is elected judge this November. This Board  
24 should not deny them that right, insisting that  
25 Judge Mingo be known only by her husband's name.

1 For that reason, I move to deny the protest.

2 I believe all Board members have  
3 spoken.

4 David, would you call the roll.

5 DEPUTY DIRECTOR PAYNE: All those in  
6 favor of the -- or no.

7 Kim Marinello.

8 MEMBER MARINELLO: What was the  
9 exact question?

10 MEMBER SINNOTT: To deny the  
11 protest.

12 MEMBER MARINELLO: No.

13 DEPUTY DIRECTOR PAYNE: Michael  
14 Sexton.

15 MEMBER SEXTON: No.

16 DEPUTY DIRECTOR PAYNE: Doug  
17 Preisse.

18 CHAIRMAN PREISSE: Yes.

19 DEPUTY DIRECTOR PAYNE: And Brad  
20 Sinnott.

21 MEMBER SINNOTT: Yes.

22 DEPUTY DIRECTOR PAYNE: There  
23 appears to be a 2-2 tie. And I'll ask our legal  
24 counsel, but I believe that goes to the Ohio  
25 Secretary of State.

1 MR. LECKLIDER: Point of  
2 clarification here. Judge Mingo has been certified  
3 to the ballot, am I correct?

4 DEPUTY DIRECTOR PAYNE: She was  
5 certified to the ballot, correct.

6 MR. LECKLIDER: Okay. And  
7 respective legal counsel may have different  
8 opinions here. As I look at 3513.262 and 263, both  
9 statutes close with "such determination shall be  
10 final." I don't know if respective legal counsel  
11 have a differing opinion here. That's not to  
12 suggest that you don't have other legal remedies  
13 available to you.

14 MR. BREY: I would certainly agree  
15 with you that, in other words, the time to do the  
16 protest was before the certification and not  
17 afterwards.

18 MR. COLOMBO: I completely disagree.  
19 Because of the timely filed protest, a tie vote  
20 would go to the Secretary of State to break the  
21 tie, as has been done in other protest situations  
22 numerous times. You know, a lot of the tie votes  
23 deal with protests here and breaking a 2-2 tie.

24 MEMBER SINNOTT: Tim, thank you for  
25 that observation and putting it into the record.



1 That can be a matter considered by the Secretary of  
2 State as the Secretary undertakes to resolve what  
3 is a 2-to-2 split here on the Board.

4 I believe we now have --

5 MEMBER SEXTON: Well, we have  
6 another motion --

7 MEMBER SINNOTT: Well, if you --

8 MEMBER SEXTON: -- to put into the  
9 record.

10 MEMBER SINNOTT: Sure.

11 MEMBER SEXTON: That's already been  
12 stated.

13 DEPUTY DIRECTOR PAYNE: And that was  
14 to grant the protest? That was the motion?

15 MEMBER SINNOTT: What we should do  
16 is have a motion to grant the protest, a second,  
17 and then another vote.

18 DEPUTY DIRECTOR PAYNE: Okay.

19 MEMBER MARINELLO: I move that the  
20 protest filed by Phyllis Elmo against the  
21 nominating petition of Stephanie Mingo be upheld on  
22 the grounds cited in the protest. Specifically,  
23 her petition is invalid because of the overwhelming  
24 evidence that Stephanie Mingo abandoned sole use of  
25 her maiden name upon marriage in 2007 and now has

1     reverted to the sole use of her maiden name for  
2     purposes of her nominating petition without  
3     including her commonly-known married name Miles,  
4     which the evidence shows she has included in part  
5     of her last name since 2007. Or, alternatively,  
6     the nominating petition failed to include her  
7     former name of Stephanie Mingo Miles as required by  
8     Ohio Revised Code Section 3513.271. Either way,  
9     it's clear to the casual observer that this change  
10    of name or attempt to change her name was to gain a  
11    political advantage.

12                   DEPUTY DIRECTOR PAYNE: Is there a  
13    second?

14                   MEMBER SEXTON: Second.

15                   DEPUTY DIRECTOR PAYNE: It's been  
16    properly moved and seconded, the motion to grant  
17    the protest. I'll take roll call.

18                   Kim Marinello.

19                   MEMBER MARINELLO: Yes.

20                   DEPUTY DIRECTOR PAYNE: Michael  
21    Sexton.

22                   MEMBER SEXTON: Yes.

23                   DEPUTY DIRECTOR PAYNE: Doug  
24    Preisse.

25                   CHAIRMAN PREISSE: No.

1 DEPUTY DIRECTOR PAYNE: And Brad  
2 Sinnott.

3 MEMBER SINNOTT: No.

4 DEPUTY DIRECTOR PAYNE: We again  
5 have a 2-2 vote. I guess that will go to the  
6 Secretary of State.

7 MR. LECKLIDER: As a clarification  
8 to my previous statement insofar as when I made  
9 reference to the statute and such determination  
10 being final, I think that presumes that there was  
11 not a dispute amongst the Board; in other words,  
12 that there would not have been a 2-2 tie. In the  
13 case of a 2-2 tie, I believe that Mr. Colombo is  
14 correct in stating, and as I believe you concluded,  
15 that the tie vote is submitted to the Secretary of  
16 State.

17 MEMBER SINNOTT: Thank you for that  
18 addition.

19 I believe we're at the point where  
20 what we really need to do is get the matter before  
21 the Secretary to break the tie on the Board.

22 DIRECTOR LEONARD: Right. And I  
23 think both questions could be presented at the same  
24 time with the same memos in support for or against  
25 the -- as opposed to having two separate memorandum

1 packets.

2 MEMBER SINNOTT: Mr. Colombo and  
3 Mr. Brey, that seems sensible to me, although I  
4 believe that actually it is the Board members who  
5 prepare the statements and tender the statements in  
6 support of their votes. So it's my estimation, and  
7 I don't think anybody on the Board would see it  
8 differently, there's only one question here and we  
9 have to address everything in the same writing.

10 MEMBER SEXTON: That's fine.

11 MEMBER SINNOTT: Very good.

12 Is there anybody here on account of  
13 the voter --

14 DEPUTY DIRECTOR PAYNE: I don't  
15 believe so. We asked when everybody came in, and I  
16 don't believe so.

17 MEMBER SINNOTT: All right. Then  
18 let's take that up at the May 6th regular meeting.  
19 Given the lateness of the hour, it would seem  
20 proper to adjourn.

21 DEPUTY DIRECTOR PAYNE: Actually,  
22 there was a question about whether you can have a  
23 challenge within the last 30 days prior to the  
24 election. We might have -- we may have been in  
25 error in scheduling it in the first place

1 because --

2 DIRECTOR LEONARD: It appears best  
3 to be handle after the election because the statute  
4 as recently amended cuts off at 30 days. A voter  
5 challenge has to be filed 30 days before an  
6 election, and this was filed after that time frame.

7 MEMBER SINNOTT: Make a  
8 recommendation to us of that on Monday.

9 Motion to adjourn.

10 MEMBER MARINELLO: Second.

11 DEPUTY DIRECTOR PAYNE: All those in  
12 favor signify by saying aye.

13 (Vote taken.)

14 DEPUTY DIRECTOR PAYNE: All opposed,  
15 same sign.

16 (No response.)

17 DEPUTY DIRECTOR PAYNE: Motion  
18 carries.

19 We're adjourned.

20 - - -

21 Thereupon, the proceedings were  
22 adjourned at approximately 4:53 p.m.

23 - - -

24

25



## Protester's Exhibits

<u>No.</u>	<u>Description</u>	<u>Form of Name</u>	<u>Page Number</u>
1	Ohio Election Official Manual, Chapter 11 – Petitions (Excerpt)	n/a	00001
2	Ohio Election Official Manual, Chapter 7 – Election Day Voting (Excerpt)	n/a	00003
3	Franklin County Board of Elections Precinct Election Officials' Training Manual, May 7, 2019 Primary Election (Excerpt)	n/a	00007
4	Voter Registration Update, June 10, 2008 (Franklin Co.)	Stephanie Mingo Miles	00011
5	Absentee Ballot Application, 2008 General Election (Franklin Co.)	Stephanie Miles	00012
6	Absentee Voter ID Envelope, 2008 General Election (Franklin Co.)	Stephanie Miles	00013
7	Poll Book Signature, 2010 General Election (Franklin Co.)	Stephanie Mingo Miles	00014
8	Poll Book Signature, 2011 General Election (Franklin Co.)	Stephanie Mingo Miles	00015
9	Poll Book Signature, 2012 Primary Election (Franklin Co.)	Stephanie Mingo Miles	00016
10	Absentee Ballot Application, 2012 General Election (Franklin Co.)	Stephanie Miles	00017
11	Poll Book Signature, 2014 General Election (Franklin Co.)	Stephanie Miles	00018
12	Certificate of Registration, Delaware County Board of Elections	Stephanie Mingo Miles	00019
13	Voter Registration Update, December 25, 2018 (Franklin Co.)	Stephanie Mingo Miles	00020
14	Voter Registration Update, January 10, 2019 (Franklin Co.)	Stephanie Mingo	00021
15	Press Release from Gov. Kasich Announcing Appointment, December 26, 2018	Stephanie Mingo Miles	00022
16	Notice of Appointment from Gov. Kasich, December 26, 2018	Stephanie Mingo Miles	00023
17	Judicial Oath of Office, January 6, 2019	Stephanie Mingo Miles	00024
18	Designation of Treasurer for Citizens for Stephanie Mingo, January 4, 2019	Stephanie Mingo-Miles	00025
19	Nominating Petition and Statement of Candidacy (Excerpt), Filed February 6, 2019	Stephanie Mingo / Stephanie Mingo Miles	00026
20	Financial Disclosure Statement, January 21, 2019	Stephanie M. Miles	00028
21	Ohio Supreme Court Attorney Registration as of February 22, 2019	Stephanie Mingo Miles	00032
22	Complaint Signed by Respondent in <i>Franklin Cty. Treasurer v. Pinnacle Equity Investors, Inc., et al.</i> , Franklin C.P. No. 18 CV 010696, December 26, 2018	Stephanie M. Miles	00034
23	Complaint Signed by Respondent in <i>Franklin Cty. Treasurer v. 1940 S. High Street Corp., et al.</i> , Franklin C.P. No. 18 CV 010695, December 26, 2018	Stephanie M. Miles	00038
24	Answer Signed by Respondent in <i>City of Columbus v. BSD Realty Group LLC, et al.</i> , Franklin M.C. No. 2018 EVH 060683, December 20, 2018	Stephanie M. Miles	00042
25	Answer Signed by Respondent in <i>City of Columbus v. Ryan Jestadt, et al.</i> , Franklin M.C. No. 2018 EVH 060605, November 9, 2018	Stephanie M. Miles	00044

<u>No.</u>	<u>Description</u>	<u>Form of Name</u>	<u>Page Number</u>
26	Answer Signed by Respondent in <i>City of Columbus v. Matthew B. Taylor, et al.</i> , Franklin M.C. No. 2018 EVH 060430, August 8, 2018	Stephanie M. Miles	00046
27	Answer Signed by Respondent in <i>City of Columbus v. Rita Bell, et al.</i> , Franklin M.C. No. 2018 EVH 060387, July 30, 2018	Stephanie M. Miles	00048
28	Answer Signed by Respondent in <i>City of Columbus v. Buynow Properties, LLC, et al.</i> , Franklin M.C. No. 2018 EVH 060322, June 22, 2018	Stephanie M. Miles	00050
29	Articles of Incorporation for "Lifestyle Limitless, LLC," February 1, 2018	Stephanie Mingo Miles	00052
30	Citizens for [Clarence] Mingo, 2018 Pre-Primary Report (Excerpt)	Stephanie Miles	00056
31	Columbus Business First, People on the Move – Stephanie Mingo Miles, Esq., April 1, 2015	Stephanie Mingo Miles	00058
32	Ohio Treasurer, State Employee Salary 2011-2014	Stephanie Mingo-Miles	00060
33	Ohio Auditor, Ohio Village Officer's Handbook, March 2013 (Excerpt)	Stephanie Mingo Miles	00062
34	Ohio Auditor, 2011 Annual Local Government Officials' Conference – Mastering Executive Sessions Presentation (Excerpt)	Stephanie Mingo Miles	00064
35	Ohio Notary Public Commission, December 11, 2008	Stephanie M Miles	00066
36	Articles of Incorporation for "The Law Office of Stephanie Mingo-Miles, LLC," August 6, 2008	Stephanie Mingo Miles	00067
37	Property Information, 7194 Hilmar Dr., Westerville, Ohio 43082 (Delaware Co. Auditor)	Stephanie M Miles	00071
38	Mortgage for 7194 Hilmar Dr., Westerville, Ohio 43082 (Delaware Co. Recorder), October 2015	Stephanie M. Miles	00072
39	Deed for 7194 Hilmar Dr., Westerville, Ohio 43082 (Delaware Co. Recorder), October 2015	Stephanie M. Miles	00090
40	Mortgage for 5632 Cardin Blvd., Dublin, Ohio 43016 (Franklin Co. Recorder), October 2009	Stephanie M. Miles	00092
41	Deed for 5632 Cardin Blvd., Dublin, Ohio 43016 (Franklin Co. Recorder), October 2009	Stephanie M. Miles	00106
42	Lien Filed Against 5632 Cardin Blvd., October 2012	Stephanie M. Miles	00108
43	Release of Lien Filed Against 5632 Cardin Blvd., January 2015	Stephanie M. Miles	00110
44	Docket for <i>Hayden Farm Homeowners Association Inc. v. Miles, Stephanie M., et al.</i> , Franklin M.C. No. 2014-cvf-014860, 2014	Stephanie M. Miles	00112
45	Facebook Account, Unique URL	Stephanie.MingoMiles	00117
46	Instagram Account	Smmiles100	00119
47	Tweet by Clarence Mingo	@mingomiles	00120
48	2011 Cleveland Plain Dealer Article	Stephanie Mingo Miles	00121
49	<i>McLaughlin v. Cuyahoga Cty. Bd. of Elections</i>	n/a	00126
50	<i>State ex rel. Martinez v. Cuyahoga Cty. Bd. of Elections</i>	n/a	00132
51	Affidavit of Phyllis M. Elmo	n/a	00140



# Chapter 11

## Petitions

Directive 2017-15  
permanent directive issued on 08/08/2017

**FRANK LAROSE**  
Ohio Secretary of State



Ohio Election Official Manual

### SECTION 1.01 PETITIONS GENERALLY

The board of elections reviews candidate petitions and most issue petitions for validity and sufficiency.<sup>1</sup> The Secretary of State prescribes certain candidate and issue petition forms as required by law and many other frequently used petition forms as a courtesy. The Secretary of State's forms are provided in PDF format on the Secretary of State's website. The board must ensure that, if it is providing petition forms to candidates or issue groups, it is providing the most current version of the prescribed form.<sup>2</sup> Forms are updated promptly in response to law changes, so it is imperative that boards pull petitions directly from the Secretary of State's website when providing them to the public.

#### A. Candidate Petitions<sup>3</sup>

The statutes prescribing the form of candidate petitions generally require substantial compliance.

When there is an error or omission on a petition form, the Secretary of State, in the case of a statewide candidate, or the board of elections, in the case

<sup>1</sup> R.C. 3501.11(K).

<sup>2</sup> R.C. 3501.38(L).

<sup>3</sup> R.C. Chapter 3513.

and sufficient before the petition is filed, because, if the board subsequently determines that the petition is invalid, then the board must reject it regardless of whether the board staff previously pre-checked the identical petition. The practice of pre-checking petitions has resulted in some boards of elections being accused of incompetence, political favoritism, and misconduct.

## **SECTION 1.02 GENERAL RULES FOR VERIFYING CANDIDATE AND ISSUE PETITIONS**

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### **Reviewing Declarations of Candidacy**

As mentioned above, the statutes prescribing the form of candidate petitions generally require substantial compliance. When there is an error or omission on a petition form, the Secretary of State, in the case of a statewide candidate, or the board of elections, in the case of all other candidates, must determine whether the prospective candidate substantially complied with the form.

#### **A. Candidate Name**

If any person desiring to become a candidate for public office has had a change of name within five years immediately preceding the filing of the person's declaration of candidacy, the person's declaration of candidacy and petition shall both contain, immediately following the person's present name, the person's former names.<sup>6</sup> This does not apply to a name change due to marriage.<sup>7</sup>

#### **B. Office**

The declaration or statement of candidacy signed by the prospective candidate must identify the office sought so that both the electors signing the petition and the board of elections are able ascertain from the petition which office the candidate seeks.

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<sup>6</sup> *Martinez v. Cuyahoga Cty. Board of Elections*, 2006 WL 847211; *McLaughlin v. Cuyahoga Cty. Bd. of Elections*, 156 Ohio App.3d 98.

<sup>7</sup> R.C. 3513.06.

## 7

## Election Day Voting

Directive 2016-23

permanent directive issued on 08/05/2016

**FRANK LAROSE**  
Ohio Secretary of State

Ohio Election Official Manual

**SECTION 1.01 DELIVERY AND RETURN OF BALLOTS AND VOTING EQUIPMENT****A. Delivery to Polling Location**

Each board of elections must arrange for the delivery of voting equipment to polling locations prior to or on Election Day. If voting equipment will be delivered to a polling location prior to Election Day, the board must arrange for the security of the equipment at the polling location. The storage of voting equipment at a precinct election official's home, vehicle, or place of employment is prohibited, and a precinct election official must never retain custody of voting equipment overnight.

At a polling location, voting equipment must be stored in the manner recommended by the voting equipment manufacturer and in a clean and climate-controlled environment. The equipment must not be stored on the ground in an area prone to flooding or where liquids accumulate.

If memory cards are inserted into the voting machines when they are delivered to a polling location or transferred to a precinct election official, the board is required to use tamper evident seals to allow detection if the memory card is tampered with while in the machine. The seal must be unique to each machine with a documented, unique identifier that corresponds to

fishing and marine equipment operator's license, court papers, or grade reports or transcripts. "Government office" includes any local (including county, city, township, school district and village), state or federal (United States) government office, branch, agency, commission, public college or university or public community college, whether or not in Ohio.

For additional information on voter identification, please see Directive 2008-80 in the Resources section of this Manual.

The following forms of identification are not acceptable for voting purposes:

1. Driver's license or photo identification card issued by a state other than Ohio;
2. Social Security card;
3. Passport;
4. Birth certificate, unless the voter still lives at the house where he or she resided at birth and the birth certificate contains that home address, in which case this is acceptable as an "other government document";
5. Insurance card; or
6. Any registration acknowledgment notice from the county board of elections.

## C. Determining Voter Ballot Type

### 1. Regular Ballots

If a voter meets all of the following criteria, the voter is to be provided a regular ballot:

- The voter's name and address are listed in the Signature Poll Book; and
- The voter provides a form of valid identification that conforms to the information in the Signature Poll Book.

- The voter changed his or her name and provides proof of the legal name change (e.g., a marriage license, a court order, or other document that includes both the voter's current and prior names), the voter may complete and sign a Notice of Change of Name (Form 10-L) and cast a regular ballot, as long as the voter is registered to vote in that precinct.

If the voter changed his or her name and does not have proof of the legal name change, he or she must cast a provisional ballot.

If a voter moved within the precinct, he or she must also complete a Voter Registration Form in order to change his or her address in the county's voter files and vote a regular ballot.

## 2. Provisional Ballots

The reasons that a voter must cast a provisional ballot are:

- a. The voter's name is not in the Signature Poll Book or on the Supplemental Voter List.

**Note:** Before a precinct election official issues a provisional ballot for this reason, he or she must make sure that the voter is in the correct precinct and is not eligible to cast a regular ballot in a different precinct or polling location. If the voter is in the wrong precinct, the precinct election official must direct the voter to the correct precinct.<sup>20</sup>

- b. The voter does not provide or is unable to provide proper or valid identification.
- c. The voter has moved from one precinct to another without updating his or her voter registration by the registration deadline (30 days prior to the election).

<sup>20</sup> R.C. 3505.181(C)(1).

- d. The voter has changed his or her name and moved to a different precinct without updating his or her voter registration by the registration deadline (30 days prior to the election).
- e. The voter has changed his or her name and does not have proof of the legal name change.

**Note:** A voter who changes his or her name and fails to update his or her registration may be eligible to cast a regular ballot if that voter presents one of the following to the precinct election officials on Election Day and completes and signs Form 10-L:

- i. Court order;
  - ii. Marriage license; or
  - iii. Proof of legal name change that includes both the voter's former and current names.<sup>21</sup>
- f. The voter's signature does not match the signature on file with the board of elections (i.e., the signature in the poll book or displayed by the electronic poll book).
  - g. The voter has been challenged, and the challenge ~~has not been resolved~~ or has been resolved against the voter.
  - h. The notice of registration or acknowledgment notice has been returned to the board as undeliverable.
  - i. The voter requested an absentee ballot for the election.
  - j. The voter already has cast a provisional ballot.

See  
Advisory  
2019-03  
and R.C.  
3505.181,  
effective  
March 20,  
2019.

For reasons h, i, and j, the voter should be marked or flagged in the poll book as needing to cast a provisional ballot.

For additional information on the casting and counting of provisional ballots, see Chapter 6 of this Manual.

<sup>21</sup> R.C. 3503.16(B)(1)(b).

FRANKLIN COUNTY  
BOARD *of* ELECTIONS

PRECINCT ELECTION OFFICIALS'

**TRAINING  
MANUAL**

FRANKLIN COUNTY  
— OHIO —

MAY 7  
2019

PRIMARY  
ELECTION



## NAME CHANGE GUIDELINES

If the voter's stated name does not match the name on the EPB:

- Touch *Update Name/Address* on EPB screen
- Touch the portion of the name to be changed, then touch the *backspace* key to clear
- Type in the voter's changed name, *Next*
- Ask the voter for the appropriate legal proof of name change (Documents must be certified, NO photocopies.)  
Appropriate documents are:
  - Official Court Documents that includes both former AND current name
    - Change of Name
    - Divorce Decree OR
  - Marriage License (Abstract of Marriage, NOT a souvenir License)
    - New last name must either match the name of the spouse or be a combination of both spouses' last name (i.e. hyphenated)
- Touch the *arrow* to bring up the menu of selections

If you have verified legal proof of name change:

- Select *Marriage Certificate, Court Order* or *Other*; select *Next*
- Address confirmation will appear. Ensure the voter still resides in their registered precinct; touch *Next*
  - If address has changed, follow "Addresses Do Not Match Guidelines"



- Flip screen to face voter and ask voter to confirm name change; select *Next*
- Touch *Accept* (Green box)
- Touch *Accept* (Blue box)
- Flip the EPB screen to face the voter and have them use the stylus to sign their new legal name
- Flip screen back to face you, ensure there is a signature and touch *Done Signing*
- Touch *Voting Method* and ask voter their voting preference, *Paper* or *Electronic*
- Select the voter's choice
- Touch *Submit*
- Remove the ATV slip and printed Form 10-L from the printer, detach Form 10-L and place in the appropriate envelope. You will not use this form.
- Have the voter fill out the top portion of Form 10-L in the Roster Workbook. The voter is required to fill out this form before voting.
- Take the Roster Workbook back from the voter and fill out the bottom portion of Form 10-L
- Give the voter the printed ATV slip, a blank Ballot Card and direct them to the voting machines
  - If *Paper* was selected, give the voter an ATV slip and direct them to the Paper table





- Document the name change in the Problems and Corrections page in the Roster Workbook.

If you do not have verified legal proof of name change:

- Select *None*; select *Next*
- Address confirmation will appear. Ensure the voter still resides in their registered precinct; touch *Next*
  - If address has changed, follow Addresses Do Not Match Guidelines
- Flip screen to face voter and ask voter to confirm name change, *Next*
- Touch *Accept* (Green box)
- Touch *Accept* (Blue box)
- Touch *Voting Method* and select *Paper*
- Touch *Submit*, RFPB will print
- Give the printed RFPB slip to the voter and direct them to the Paper Table

1. Are you a U.S. citizen?  Yes  No  
2. Will you be at least 18 years of age on or before the next general election?  Yes  No  
If you answered NO to either of the questions, do not complete this form.

3. Last Name: Miles | First Name: Stephanie | Middle Name or Initial: Mingo | Jr., II, etc.

4. House Number and Street (Enter new address if changed): 5632 Carolin Blvd | Apt. or Lot #: | 5. City or Post Office: Dublin | 6. Zip Code: 43016

7. Additional Rural or Mailing Address (if necessary): | 8. County where you live: Franklin

9. Birthdate (MO-DAY-YR): | 10. Ohio driver's license No. OR last 4 digits of Social Security No. (required): | 11. Phone No. (voluntary):

12. PREVIOUS ADDRESS IF UPDATING CURRENT REGISTRATION:  
Previous House Number and Street: 9068 Lago Lane | Previous City or Post Office: Delaware | County: Ohio | State: Ohio

13. CHANGE OF NAME ONLY Former Legal Name: Stephanie L. Mingo | Former Signature: Stephanie Mingo

I declare under penalty of election falsification I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election, and I will be at least 18 years of age at the time of the general election.

14. Your Signature: Stephanie Mingo Miles

Date: 06/10/08  
MO DAY YR

FOR BOARD  
08230688BMV  
MILES STEPHANIE MINGO  
5632 CARDIN BLVD  
DUBLIN OH 43016  
12/06/1973  
SN: 000009927  
080036709  
NMGORUP

Jun 23, 2008 --3:53:00 PM --Received Bmy Franklin Board Cert.

Complete this application to vote early by mail for the November 4, 2008 General Election.



All required fields must be completed.

You must provide EITHER your Ohio driver's license number OR the last 4 digits of your social security number OR you must enclose a COPY of a current and valid photo identification, military identification, or a current (within the last 12 months) utility bill, bank statement, government check, paycheck or other government document (other than a voter registration notification mailed by a board of elections) that shows your name and current address.

614 306 1623

Ballot Delivery Information: You are registered to vote at the address printed below. It is also the address where your absentee ballot will be mailed. If you have not changed residence but want to have your ballot sent to an alternate mailing address, complete the section at the bottom left of this form.

STEPHANIE MINGO MILES  
5632 CARDIN BLVD  
DUBLIN, OH 43016



(required)  
I certify that I have a ballot mailed to me at the address indicated herein. I understand that if a ballot is mailed to me and I do not receive it by the time I am required to vote, I may be required to vote a pre-registered ballot. I understand that if I do not provide the requested information, my application cannot be processed.

*Stephanie Mingo Miles*

Street Address:

City, State, Zip:

WHOEVER COMPLETES THIS APPLICATION FALSIFYING IT IS GUILTY OF A FELONY OF THE FIFTH DEGREE.

FRANKLIN COUNTY  
BOARD OF ELECTIONS

ABSENTEE VOTER IDENTIFICATION ENVELOPE

ABSENTEE BALLOT CONTAINED  
HEREIN WAS MAILED TO:



36700036709 B 010 00-1 CO 23 16 12

509

STEPHANIE MINGO MILES  
5032 CARDIN BLVD  
DUBLIN OH 43016

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF  
A FELONY OF THE FIFTH DEGREE

**1** Your ballot will not be counted unless the information required on this Identification Envelope is provided in full before returning it to the Board of Elections.

I declare under penalty of election falsification that I am a qualified elector of the State of Ohio and that the ballot or ballots within contained no voting marks of any kind when I received them, and that I caused the ballot or ballots to be marked, enclosed in the identification envelope, and sealed in the envelope; and

**1** My date of birth is: [REDACTED]

**2** Complete ONE of the following three choices:

My Ohio drivers license number is:

(located left hand side, middle of card beginning with two letters)

The last four digits of my Social Security Number are:

[REDACTED]

I have enclosed in this envelope a copy of one of the following: current and valid photo identification, military identification, a current (within the last 12 months) utility bill, bank statement, government check, paycheck, or other government document (other than a voter registration notification mailed by a board of elections) that shows my name and current address.

The statements above are true to the best of my knowledge and belief.

**3** Stephanie Mingo Miles 10-31-08  
Voter's Signature Date Filled

Precinct Register of Voter  
FRANKLIN County

ELECTION : 2010 GENERAL ELECTION  
TUESDAY NOVEMBER 02, 2010

Pr  
e  
s  
e  
n  
t  
Fill in if  
Voter  
Signed

ID Number	Pr/Pp	Voter Name and Address	Voter Signature On File	Voter Signature	Ballot Style #465	Ballot Style #466	Ballot Style #468	Ballot Style #469
940226059		MILES, JASON J 5832 CARDIN BLVD COLUMBUS 69411		1 <i>Jason Miles</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
773725512		MILES, JOHN B 5718 TIMBER TOP DR COLUMBUS 69414		4 This voter may NOT vote on the machine and may NOT sign the pollbook.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
773725555		MILES, SANDRA R 5718 TIMBER TOP DR COLUMBUS 69414		4 This voter may NOT vote on the machine and may NOT sign the pollbook.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
080036709		MILES, STEPHANIE MINGO 5032 CARDIN BLVD COLUMBUS 69411		1 <i>Stephanie Mingo</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
040220410		MILLER, AMANDA ANN 5505 BOW FALLS BLVD COLUMBUS 69412		3 This voter may NOT vote on the machine and may NOT sign the pollbook.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
000007156		MILLER, ANDREA LYNN 5629 MIDDLE FALLS ST COLUMBUS 69412		1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
080096200		MILLER, BELINDA R 1064 IVYVINE BLVD COLUMBUS 69413		1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
000006031		MILLER, BENJAMIN J 5318 CROSS RIVER FALLS BL' COLUMBUS 69412		1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Precinct Register of Voter FRANKLIN County		GENERAL ELECTION	TUESDAY NOVEMBER 08, 2011	System	
ID Number	Pr/P	Voter Name and Address	Voter Signature On File	Voter Signature	Fill in if Voter Signed
773726542		MILES, JOHN B 5718 TIMBER TOP DR COLUMBUS 6943			Precinct Identifier COL569-13 <input type="checkbox"/> <input type="radio"/> ABS/PROV
773725555		MILES, SANDRA R 5718 TIMBER TOP DR COLUMBUS 6943			Precinct Identifier COL569-13 <input type="checkbox"/> <input type="radio"/> ABS/PROV
000936709		MILES, STEPHANIE MINGO 5532 CARDIN BLVD COLUMBUS 6941			Precinct Identifier COL569-11 <input type="checkbox"/> <input checked="" type="radio"/> ID Info:
110021800		MILITELLO, VINCENT J III 6051 MYRICK RD COLUMBUS 6941			Precinct Identifier COL569-11 <input type="checkbox"/> <input type="radio"/> ID Info:
040229410		MILLER, AMANDA ANN 5509 BOW FALLS BLVD COLUMBUS 6941			Precinct Identifier COL569-11 <input type="checkbox"/> <input type="radio"/> ID Info:
000007156		MILLER, ANDREA LYNN 5029 MIDDLE FALLS ST COLUMBUS 6941			Precinct Identifier COL569-11 <input type="checkbox"/> <input type="radio"/> ID Info:
080096200		MILLER, BELINDA R 4904 IVYVINE BLVD COLUMBUS 6943			Precinct Identifier COL569-A3 <input type="checkbox"/> <input type="radio"/> ID Info:
000006031		MILLER, BENJAMIN JOSEPH 5310 CROSS RIVER FALLS BL COLUMBUS 6941			Precinct Identifier COL569-11 <input type="checkbox"/> <input checked="" type="radio"/> ID Info:

Register of Voters  
FRANKLIN COUNTY



2012 PRIMARY ELECTION 3/6/2012  
TUESDAY MARCH 6, 2012

VOTER INFORMATION	SIGNATURE ON FILE	Voter Signature	Party and Ballot Style	Problem	Fill in if voter signed
023104677 MIKESELL, MAGGIE L 4835 TUTTLES BROOKE DR COLUMBUS 69-H 1		1 <input type="checkbox"/> Fill in Party and Sign Name -->	<input type="radio"/> DEM (488) <input type="radio"/> GRE (488) <input type="radio"/> LIB (488) <input type="radio"/> REP (488)	Precinct Identifier COLS 69-H 1 ID Infr.	<input type="checkbox"/> <input type="checkbox"/>
980228559 MILES, JASON J 5632 CARDIN BLVD COLUMBUS 69-K 3		1 <input type="checkbox"/> Fill in Party and Sign Name -->	<input type="radio"/> DEM (494) <input type="radio"/> GRE (494) <input type="radio"/> LIB (494) <input type="radio"/> REP (494)	Precinct Identifier COLS 69-K 3 ID Infr.	<input type="checkbox"/> <input type="checkbox"/>
773725512 MILES, JOHN B 5718 TIMBER TOP DR COLUMBUS 69-I 1		1 <input type="checkbox"/> Fill in Party and Sign Name -->	<input type="radio"/> DEM (489) <input type="radio"/> GRE (489) <input type="radio"/> LIB (489) <input checked="" type="radio"/> REP (489)	Precinct Identifier COLS 69-I 1 ID Infr.	<input type="checkbox"/> <input checked="" type="checkbox"/>
773725555 MILES, SANDRA R 5718 TIMBER TOP DR COLUMBUS 69-I 1		1 <input type="checkbox"/> Fill in Party and Sign Name -->	<input type="radio"/> DEM (489) <input type="radio"/> GRE (489) <input type="radio"/> LIB (489) <input checked="" type="radio"/> REP (489)	Precinct Identifier COLS 69-I 1 ID Infr.	<input type="checkbox"/> <input checked="" type="checkbox"/>
080036709 MILES, STEPHANIE MINGO 5632 CARDIN BLVD COLUMBUS 69-K 3		1 <input type="checkbox"/> Fill in Party and Sign Name -->	<input type="radio"/> DEM (494) <input type="radio"/> GRE (494) <input type="radio"/> LIB (494) <input checked="" type="radio"/> REP (494)	Precinct Identifier COLS 69-K 3 ID Infr.	<input type="checkbox"/> <input checked="" type="checkbox"/>
110021800 MILITELLO, VINCENT J III 6051 MYRICK RD COLUMBUS 69-I 1		1 <input type="checkbox"/> Fill in Party and Sign Name -->	<input type="radio"/> DEM (489) <input type="radio"/> GRE (489) <input type="radio"/> LIB (489) <input type="radio"/> REP (489)	Precinct Identifier COLS 69-I 1 ID Infr.	<input type="checkbox"/> <input type="checkbox"/>
040229410 MILLER, AMANDA ANN 5568 BOW FALLS BLVD COLUMBUS 69-I 1		1 <input type="checkbox"/> Fill in Party and Sign Name -->	<input type="radio"/> DEM (489) <input type="radio"/> GRE (489) <input type="radio"/> LIB (489) <input type="radio"/> REP (489)	Precinct Identifier COLS 69-I 1 ID Infr.	<input type="checkbox"/> <input type="checkbox"/>
080907166 MILLER, ANDREA LYNN 5629 MIDDLE FALLS ST COLUMBUS 69-I 1		1 <input type="checkbox"/> Fill in Party and Sign Name -->	<input type="radio"/> DEM (489) <input type="radio"/> GRE (489) <input type="radio"/> LIB (489) <input type="radio"/> REP (489)	Precinct Identifier COLS 69-I 1 ID Infr.	<input type="checkbox"/> <input type="checkbox"/>





BE0611211H The content that Absentee Ballots will be mailed to October 2, 2012

I wish to receive an absentee ballot for the November 6, 2012 General Election

2012 GENERAL ELECTION 11/06/2012 - AUTHORITY TO VOTE  
 2 REPUBLICAN MINDS SALES  
 1821 CAMDEN BLVD  
 DUBLIN, OH 43019  
 Phone # 614-237-7777 Date Serial # 483 Style# COLE 66-K 02 240638700

Photo Number (None/None/None)

614-306-1623

This form cannot be used to change your name or voting residence. You MUST be registered at your residential address to be eligible to vote an Absentee Ballot

Required: Last 4 digits of Social Security Number: [REDACTED]  
 OR Ohio Driver's License # [REDACTED]  
 (located left hand side middle of card beginning with two 0's)

Required: Date of Birth [REDACTED]

I wish to have a ballot mailed to me at the address listed herein. I understand that if a ballot is mailed to me and I change my mind and appear at my polling place to vote on Election Day, I will be required to vote a provisional ballot that cannot be counted until at least 10 days after the election. I hereby declare under penalty of election falsification that I am a qualified voter and these statements are true to the best of my knowledge and belief. I understand that if I do not provide the required information my application cannot be processed.

Required - Applicant Must Sign in this Space (Below)

Complete the next line ONLY if you wish to have your ballot mailed to an alternate address. If an alternate address is provided your ballot will be mailed to the address above.

Alternate Street Address:

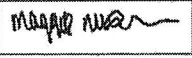

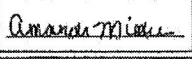
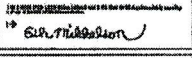


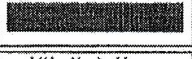
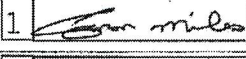
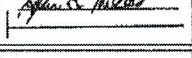
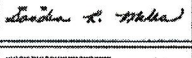

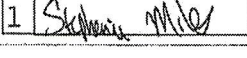
City, State, Zip:

Full Name: Stephanie Mirop Miles  
 Address: 5632 Cardin Blvd  
 Dublin, OH 43016

Date Mailed: 10/29/12

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE

# Exhibit 11

Register of Voters FRANKLIN COUNTY		2014 GENERAL ELECTION 11/4/2014 TUESDAY NOVEMBER 4, 2014		0395760395	Fill in if voter signed
VOTER INFORMATION	SIGNATURE ON FILE	Voter Signature	Ballot Style	Problem	
020104677 MIKESELL, MAGGIE L 4855 TUTTLES BROOKE DR		1 	473	Precinct Identifier COLS 89-H 01	<input type="checkbox"/> <input type="radio"/>
123037291 MIKELSON, AMANDA 5849 IVY BRANCH DR		1 AB/PROV	480	Precinct Identifier COLS 89-L 01	<input type="checkbox"/> <input type="radio"/>
060065833 MIKELSON, ERIK A 5849 IVY BRANCH DR		1 AB/PROV	480	Precinct Identifier COLS 89-L 01	<input type="checkbox"/> <input type="radio"/>
130034282 MILES, DARLENE 5587 VNINGBROOK DR		1 	464	Precinct Identifier COLS 89-A 01	<input type="checkbox"/> <input type="radio"/>
960226659 MILES, JASON J 5832 CARDIN BLVD		1 	479	Precinct Identifier COLS 89-K 02	<input type="checkbox"/> <input checked="" type="radio"/>
773725512 MILES, JOHN B 5718 TIMBER TOP DR		4 This voter may NOT vote on the machine and may NOT sign the pollbook	474	Precinct Identifier COLS 89-L 01 <b>ABS/PROV</b>	<input type="checkbox"/> <input type="radio"/>
773725555 MILES, SANDRA R 5718 TIMBER TOP DR		4 This voter may NOT vote on the machine and may NOT sign the pollbook	474	Precinct Identifier COLS 89-L 01 <b>ABS/PROV</b>	<input type="checkbox"/> <input type="radio"/>
080036708 MILES, STEPHANIE MINGO 5632 CARDIN BLVD		1 	479	Precinct Identifier COLS 89-K 02	<input type="checkbox"/> <input checked="" type="radio"/>

Certificate of Registration  
DELAWARE COUNTY

COUNTY ID #: 136180

NAME: STEPHANIE MINGO MILES  
RESIDENCE: 7194 HILMAR DR  
CITY: WESTERVILLE OH 43082

STATUS: ^ - MERGED VOTER  
ACTIVITY: 11/02/15

REG. DATE: 11/02/15

PRECINCT: 070/1 GENOA D

VOTING HISTORY:

Vtd Election Type	Vtd Election Type	Vtd Election Type
X 11/06/18 G	X 08/07/18 S	X 11/08/16 G
R 03/15/16 P	X 11/07/06 G	X 11/02/04 G

ALL 18 YEARS OF AGE AT THE TIME OF THE QUALIFYING ELECTION

*Stephanie Mingo Miles*

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE COPY OF RECORDS  
ON FILE WITH THE BOARD OF ELECTIONS.

*Stephanie Clin*  
~~CLERK~~ Manager

*April 25, 2019*  
DATE

**Personal Information**

First Name: STEPHANIE  
 Middle:  
 Name: MINGO  
 Last Name: MILES  
 Suffix:  
 Name:  
 Phone:

County: FRANKLIN  
 County ID: 180665135  
 State ID: OH002197310  
 Birth Date:  
 BMV ID:

SSN#:  
 Exp. Date:  
 Voter:  
 Status: MERGED TO FRANKLIN  
 Party Aff:  
 Exp. Res: N

**Polling Location**

Name: BETH MESSIAH CONGREGATION  
 Address: 4930 MORSE ROAD  
 City: COLUMBUS  
 Zip: 43230  
 Description: N/A  
 Precinct Code: COLS 71-1  
 Last: 04-01-2019

**Signature**

*Stephanie Mingo Miles*

**Address**

Voting Address:  
 Address: 4302 STOCKWORKS PL  
 City: NEW ALBANY  
 State: OH  
 Zip: 43054

**Address History**

Start Date	Address
12-26-2018	4302 STOCKWORKS PL NEW ALBANY, OH 43054

Mailing Address:  
 No mailing address on file.

**Voting Districts**

Type	Code	Name
PRECINCT	25-850	COLS 71-1
STATSEN	SS-000	OHIO STATE SENATE 3
STATROU	SR-019	STATE REPRESENTATIVE DISTRICT 19
CREAPP	CA-010	OHIO COURT OF APPEALS DISTRICT 10
CONGDIST	CD-000	OHIO CONGRESSIONAL DISTRICT 3
STATBOE	SBE-009	STATE BOARD OF EDUCATION 9

**Voting History**

Election	Ballot Style	County
2018 NOV GEN		DELAWARE
2018 AUG 7 COZEN		DELAWARE
2016 NOV GEN		DELAWARE
2016 MAR PREM	R	DELAWARE
2014 NOV GEN		FRANKLIN
2012 NOV GEN		FRANKLIN
2012 MAR PREM	R	FRANKLIN
2010 NOV GEN		FRANKLIN
2010 NOV GEN		FRANKLIN
2008 GEN PRES		FRANKLIN
2006 NOV GEN		DELAWARE
2004 GEN PRES		DELAWARE

I am:  Registering as an Ohio voter  Updating my address  Updating my name

1. Are you a U.S. citizen?  Yes  No  
2. Will you be at least 18 years of age on or before the next general election?  Yes  No  
If you answered NO to either of the questions, do not complete this form. **EBU**

3. Last Name: Mingo  
First Name: Stephanie  
Middle Name or Initial:  
Jr., II, etc.:

4. House Number and Street (Enter new address if changed): 4202 Stoneworks Pl  
Apt. or Lot #:  
5. City or Post Office: New Albany  
6. ZIP Code: 43054

7. Additional Mailing Address (if necessary):  
8. County (where you live): Franklin

9. Birthdate (MM/DD/YYYY) (required):  
10. Ohio Driver's License number OR Last Four Digits of Social Security number (one form of ID required to be listed or provided):  
11. Phone Number (voluntary):

12. PREVIOUS ADDRESS IF UPDATING CURRENT REGISTRATION - Previous House Number and Street:  
Previous City or Post Office:  
Previous County:  
Previous State: Ohio

13. CHANGE OF NAME ONLY Former Legal Name: Stephanie Mingo Miles  
Former Signature: *Stephanie Mingo Miles*

Your Signature: *Stephanie Mingo*  
Date (MM/DD/YYYY): 01/10/2019

I declare under penalty of election falsification I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election and will be at least 18 years of age at the time of the general election.

*Stephanie Mingo*


FOR BOARD USE ONLY  
SEC 4010 (rev. 4/15)  
City, Village, Twp.  
2018 JAN 11  
Ward  
Precinct  
School Dist.  
10-38  
Cong. Dist.  
Senate Dist.  
House Dist.  
JAN 11 2018



**JOHN R. KASICH**  
GOVERNOR OF OHIO

(<https://governor.ohio.gov/>)

## Kasich Announces Appointment To Franklin County Municipal Court ()

 December 26, 2018

COLUMBUS – Today Governor John R. Kasich announced the appointment of Stephanie Mingo Miles of New Albany (Franklin Co.) to serve as a judge on the Franklin County Municipal Court, Environmental Division. Miles will assume office on January 10, 2019, and must run in the November 2019 election to retain the seat for the remainder of the unexpired term ending January 7, 2022. Miles is replacing Judge Daniel R. Hawkins who has been elected to the Franklin County Court of Common Pleas, General Division.

Miles received her bachelor's degree from The Ohio State University and law degree from Capital University Law School. She is currently the Assistant Prosecuting Attorney for the Franklin County Prosecutor's Office. Miles was previously a Compliance Specialist for InHealth Mutual and Assistant Chief Legal Counsel for the Ohio Auditor of State's Office. Prior experience includes private practice in which she worked with juvenile and domestic relations cases. She is a member of the Ohio State Bar Association as well as the U.S. District Court, Southern District of Ohio.

### Media Contact

614-466-3555

[Jon.Keeling@governor.ohio.gov](mailto:Jon.Keeling@governor.ohio.gov) (mailto:Jon.Keeling@governor.ohio.gov)



JOHN R. KASICH  
GOVERNOR  
STATE OF OHIO

December 26, 2018

Franklin County Board of Elections  
1700 Morse Road  
Columbus, OH 43229

Re: Stephanie Mingo Miles  
Franklin County Municipal Court, Environmental Division

Dear Sir or Madam:

This letter is written to advise you that on December 26, 2018, Governor Kasich appointed Stephanie Mingo Miles as a Judge on the Franklin County Municipal Court, Environmental Division. She will assume office on January 10, 2019 for the unexpired term ending January 7, 2022. Judge Miles' appointment replaces Judge Daniel R. Hawkins who has been elected to the Franklin County Court of Common Pleas, General Division.

Judge Miles must run in the November 2019 election to retain the seat for the remainder of the unexpired term which ends January 7, 2022.

Should you have any questions, please feel free to contact me. Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Sandra G. Callas".

Sandra G. Callas  
Assistant, Boards and Commissions  
(614)-644-0860

E2988 - W8

19 ms 42

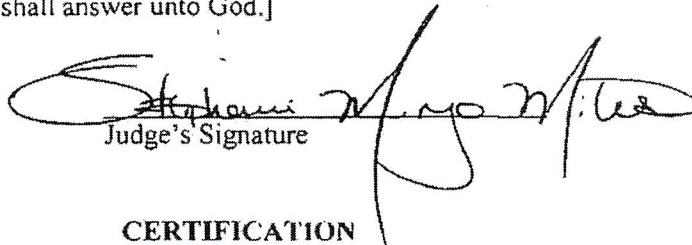
JUDICIAL OATH OF OFFICE  
(pursuant to R.C. 3.23)

FRANKLIN COUNTY  
COMMON PLEAS COURT  
FRANKLIN CO. OHIO  
2019 JAN -7 AM 11:50  
CLERK OF COURTS

I, Stephanie Mingo Miles (insert name)  
do solemnly swear [or affirm]  
that I will support the Constitution of the United States  
and the Constitution of Ohio,  
will administer justice without respect to persons,  
and will faithfully and impartially  
discharge and perform all the duties incumbent upon me  
as Franklin County Municipal Court Environmental Division  
(insert office)  
according to the best of my ability and understanding.

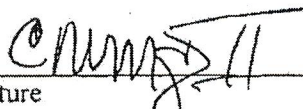
Judge

[This I do as I shall answer unto God.]

  
Judge's Signature

CERTIFICATION

I, Clarence Mengo, administered the foregoing Judicial Oath  
of Office to Judge Stephanie Mingo Miles of the  
Franklin County Municipal Court Environmental Division, for a term of office beginning January 10, 2019 and  
ending until a successor is elected and qualified.

  
Signature  
Auditor/Franklin County  
Title  
1-6-2019  
Date





**Designation of Treasurer**

Form 30-D  
ORC 3517.10

**R**

**TYPE OF FILING:**  **NEW**     **UPDATE**

**COMMITTEE TYPE:**  **Candidate**     **PAC**     **PCE**     **Political Party**     **Legislative Campaign Fund**

**If update, please check the appropriate reason(s):**

Change of Committee Name.    Prior Name was: \_\_\_\_\_

Change of Filing Location.    Prior Location was: \_\_\_\_\_    New Location is: \_\_\_\_\_

Change of Office Sought.    Previous Office Sought: \_\_\_\_\_    New Office Sought: \_\_\_\_\_

Change of Treasurer Info     Designation or Change of Deputy Treasurer Info

Change of address/phone/email for:     Committee     Treasurer     Deputy Treasurer     Candidate

Other    Please Explain: \_\_\_\_\_

---

**All Committees**

Full Name of Committee Citizens for Stephanie Mingo				PAC # (if Updated)	
Street Address 12364 Thoroughbred Dr		City Pickerington	State Oh	Zip 43147	
Telephone 614-906-7677		Email			
Treasurer Ross A. Chambers		Telephone 614-906-7677	Email 7677chambers@gmail.com		
Street Address 12364 Thoroughbred Dr		City Pickerington	State Oh	Zip 43147	
Deputy Treasurer (if any)		Telephone	Email		
Street Address		City	State	Zip	

---

**Candidate Committees Only**

Full Name of Candidate Stephanie Mingo-Miles			Email		
Street Address 4202 Stoneworks Pl		City New Albany	State Oh	Zip 43054	
Office Sought Municipal Court Environmental Judge	Subdivision/District Franklin County	Party Affiliation/Independent/Non-Partisan Republican	Election Year 2019		

---

**Political Action Committees Only**

PAC is sponsored by: <input type="radio"/> Labor Organization <input type="radio"/> Corporation <input type="radio"/> Not Sponsored	If Sponsored, Name the Sponsor	Acronym Used (if any)
	If Ballot Issue PAC, list issue	
Is this a Ballot Issue PAC <input type="radio"/> Yes <input type="radio"/> No	<b>PACs and PCEs Only</b>	List any Affiliated PACs/PCEs

---

	01/04/2019		01/04/2019
Signature of Treasurer or Deputy Treasurer	Date (MM/DD/YYYY)	Signature of Candidate if Candidate Committee	Date (MM/DD/YYYY)

**Nominating Petition and Statement of Candidacy**

**For Judge or Clerk of the Municipal Court**

To be filed with the Board of Elections not later than 4 p.m. of the day before the primary election **2019 FEB -6 PM 1:30**  
 R.C. 1901.07, 1901.31, 3501.38, 3513.261

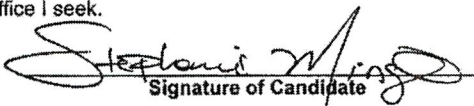
**Statement of Candidacy**

**NOTE - The candidate must fill in, sign and date this statement of candidacy before the signatures of electors are affixed.**

I, STEPHANIE MINGO, the undersigned, hereby declare under penalty of election falsification that  
Name of Candidate  
 my voting residence address is 4202 STONEWORKS PL, NEW ALBANY, Ohio 43054,  
Street Number and Address, if any, (or rural route and number) City or Village Zip Code  
 and I am a qualified elector.

I further declare that I desire to be a candidate for election to the office of JUDGE of the  
Insert "Judge" or "Clerk"  
FRANKLIN COUNTY Municipal Court for the:  full term commencing 01/07/2022  
Name of Municipal Court Full Term Commencing Date  
 or  unexpired term ending 01/07/2022, in FRANKLIN County, Ohio at the general election  
Unexpired Term Ending Date County  
 election to be held on the 05 day of November, 2019.  
Day Year

I further declare that I am an elector qualified to vote for the office I seek.

Dated this 16 day of JANUARY, 2019  
Day Month Year   
Signature of Candidate

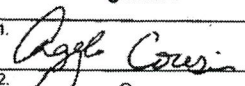
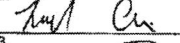
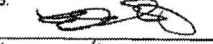
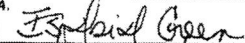

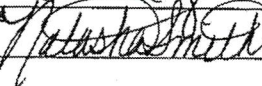
**WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE**

I, STEPHANIE MINGO, hereby designate the persons named below as a committee to represent me:  
Name of Candidate

Name	Residence
DOUGLAS PREISSE	708 S FIFTH ST COLUMBUS OH 43206
BRADLEY SINNOTT	110 N THIRD ST COLUMBUS OH 43215
WILLIAM CREEDON	3744 LYON DR COLUMBUS OH 43220
MEHEK COOKE	3256 WELSH ABBEY RD DUBLIN OH 43017
ELIZABETH SMITH	1045 EASTCHESTER DR GAHANNA OH 43230

**Nominating Petition**

We, the undersigned, qualified electors of the State of Ohio, whose voting residence is in the county, city, village, or township set opposite our names, hereby nominate STEPHANIE MINGO as a  
Name of Candidate  
 candidate for election to the office of JUDGE of the FRANKLIN  
Insert "Judge" or "Clerk" Name of Municipal Court  
 Municipal Court, for the:  full term commencing 01/07/2022  
Full Term Commencing Date  
 or  unexpired term ending 01/07/2022, to be voted for at the next general election, and certify said person is, in our opinion,  
Unexpired Term Ending Date  
 well qualified to perform the duties of the office or position to which the person desires to be elected.

Signature	Voting Residence Street Number and Address	City, Village, or Township	County	Date of Signing
	1344 Eldon Dr.	Columbus	Franklin	1/20/19
	1344 Eldon dr.	Columbus	Franklin	1/20/19
	5414 Paladine Rd	Columbus	Franklin	1/20/19
	584 Hawthorne Pl	Reynoldsburg	Franklin	1/20/19
	71 Broadstone Circle	Blacklick	Franklin	1/20/19
	4468 Millridge Circle	Dublin	Franklin	1/20/19

Signature	Voting Residence Street Number and Address	City, Village, or Township	County	Date of Signing
<i>Bryan L. Duke</i>	3834 Lamarque Ct.	Columbus	Franklin	1-20-2019
<i>Cheryl Moch</i>	5440 York Ln. N.	Columbus	Franklin	1-20-2019
<i>E. J. Ford</i>	1869 Kirkbridge Ct	Columbus	Franklin	1-20-2019
<i>J. A. Hall - Day</i>	239 South Ashburton Rd	Columbus	Franklin	1-20-2019
<i>Wesley Feist</i>	1869 Kirkbridge Ct	Columbus	Franklin	1-20-2019
<i>Kathy A. King</i>	4202 Stoneworks Pl.	New Albany	Franklin	1-20-2019
<i>Cheryl A.</i>	139 N. Starnwood Rd	Columbus	Franklin	1-21-2019
<i>A. J. [unclear]</i>	1300 Presidential Drive Apt. 202	Columbus	Franklin	1-23-2019
<i>[unclear]</i>	350 Welsh Abbey Road Dublin OH 43017	Dublin	Franklin	1-23-2019
<i>[unclear]</i>	7256 Hollandia Dr Westerville OH 43081	Westerville	Franklin	2-1-2019
<i>[unclear]</i>	3201 Legion Ln Columbus, OH 43232	Columbus	Franklin	2-3-19
<i>Kathleen [unclear]</i>	3201 Legion Lane Cols., OH 43232	Columbus	Franklin	2-3-19
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
27.				
28.				
29.				
30.				

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE

**Circulator Statement**

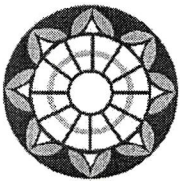
Must be completed and signed by the circulator.

I, Stephanie Mingo <sup>SM</sup> ~~SM~~, declare under penalty of election falsification that I reside at the address appearing below my signature; that I am the circulator of the foregoing petition containing 18 signatures; that I witnessed the affixing of every signature; that all signers were to the best of my knowledge and belief qualified to sign; and that every signature is to the best of my knowledge and belief the signature of the person whose signature it purports to be or of an attorney in fact acting pursuant to section 3501.382 of the Revised Code.

*Stephanie Mingo*  
Signature of Circulator

4202 Stoneworks Pl  
Permanent Residence Address

New Albany OH 43054  
City or Village State Zip Code



Form No. BPC-2018  
 Board of Professional Conduct of the Supreme Court of Ohio  
**FINANCIAL DISCLOSURE STATEMENT**

This statement is to be filed in 2019

Financial information for calendar year 2018

Please type or print clearly. See instructions for assistance with this page.

**SECTION A. PERSONAL CONTACT INFORMATION**

Last Name: Miles  
 First Name: Stephanie  
 MI: M  
 Address: [Redacted]  
 City: [Redacted] State: [Redacted] Zip: [Redacted]  
 County: [Redacted] E-mail Address: [Redacted] Phone: ( [Redacted] ) [Redacted]

**SECTION B. STATUS (Check all that apply)**

- Judge
- Retired Judge
- Magistrate
- Appointed to an unexpired term in elective office
- Judicial Candidate
- Other (specify)

**CANDIDATES:** Please list the date of the first election (primary, special, or general) when your name will appear on the ballot.

Month	Day	Year
1	1	0 5
		2019

**FILED**  
 Online  
**1/21/2019**  
 8:35 PM  
 Confirm #: 2001195535216

**SECTION C. PUBLIC POSITION, OFFICE, OR JOB**

Position/Title (Example: judge, retired judge, or magistrate): Judge  
 Seeking  
 Hold  
 Held  
 Public Entity you serve in 2019, served in 2018, or will serve if elected:  
 Franklin County Municipal Court, Environmental Division  
 Public Salary:  Less than \$16,000  \$16,000 or more  
 Start Date: Month 0 Day 1 Year 1 0 2 0 1 9  
 End Date: Month Year

**SECTION D. ADDITIONAL PUBLIC POSITION, OFFICE, OR JOB**

Position/Title: [Redacted]  
 Seeking  
 Hold  
 Held  
 Public Entity in which you were/are an official, employee, candidate, or appointee:  
 [Redacted]  
 Public Salary:  Less than \$16,000  \$16,000 or more  
 Start Date: Month Day Year  
 End Date: Month Day Year

**FOR OFFICIAL USE ONLY**

Walk-in  
 Fax  
 Mail  
 Rev'd by: \_\_\_\_\_

Filer has answered every required question.  
 Filer has not answered these questions: \_\_\_\_\_

Date incomplete form returned to filer: \_\_\_\_\_  
 Date completed form returned: \_\_\_\_\_

**1. SOURCES OF INCOME - ALL FILERS MUST ANSWER THIS QUESTION:**

For help, see instructions

I have no sources of income that I am required to list.

Source of Income	Service Provided	Amount*
A Franklin County Prosecuting Attorney	Legal/Attorney	
B Nine Four Four Group	Campaign Fundraising	
C Citizens For Clarence Mingo	Campaign Fundraising	
D Legal Research..com	Legal Research	
E		

\*If required. See instructions to see if you are required to disclose amounts of income.

**2. SOURCES OF GIFTS - ALL FILERS MUST ANSWER THIS QUESTION:**

For help, see instructions

I have no sources of gifts that I am required to list.

Source of Gift	Source of Gift
A Lonnie Miles, Father- In -Law	D
B	E
C	F

**3. NAMES OF SPOUSE RESIDING IN HOUSEHOLD AND ANY DEPENDENT CHILDREN - ALL FILERS MUST ANSWER THIS QUESTION:**

There are no immediate family members whose names I am required to list.

For help, see instructions

Spouse Residing in Household	Dependent Children
Jason J Miles	
Dependent Children	
Alyssa Miles	
Ayden Miles	

**4. NAMES OF BUSINESSES - ALL FILERS MUST ANSWER THIS QUESTION:**

For help, see instructions

If you or anyone you listed in Question 3 owns or operates a business, list the name of the business.

There are no business names that I am required to list.

Business Name	Business Name
A Lifestyle Limitless, LLC	C The Law Office Of Stephanie Mingo Miles, LLC
B Miles McClellan Construction	D

**5. LAND (REAL ESTATE) IN OHIO - ALL FILERS MUST ANSWER THIS QUESTION:**

For help, see instructions

I have no real estate that I am required to list.

Land (Real Estate) in Ohio (List address or, if address is unavailable, plat number and county)
A
B
C
You are not required to disclose your personal residence or real property held primarily for personal recreation.

**6. CREDITORS OVER \$1,000 - ALL FILERS MUST ANSWER THIS QUESTION:**

For help, see instructions

I have no creditors that I am required to list.

Creditor	Creditor
A IRS	D Ed Financial Student Loans
B Nationwide Childrens Hospital	E
C Riverside Hospital	F

**7. DEBTORS OVER \$1,000 - ALL FILERS MUST ANSWER THIS QUESTION:**

For help, see instructions

I have no debtors that I am required to list.

Debtor	Debtor
A	C
B	D

**8. INVESTMENTS OVER \$1,000 - ALL FILERS MUST ANSWER THIS QUESTION:**

For help, see instructions

I have no investments that I am required to list.

Corporation, Trust, Business Trust, Partnership, or Association	Nature of Investment
A	
B	
C	
D	
E	
F	

IF YOU NEED ADDITIONAL SPACE, PLEASE ATTACH A SEPARATE SHEET

**9. OFFICES/FIDUCIARY RELATIONSHIPS - ALL FILERS MUST ANSWER THIS QUESTION:**

For help, see instructions

I have no offices or fiduciary relationships that I am required to list.

Corporation, Trust, Business Trust, Partnership, or Association	Office or Nature of Relationship
A Lifestyle Limitless, LLC	Owner
B	

**10. MEALS, FOOD, OR BEVERAGES - ALL FILERS MUST ANSWER THIS QUESTION:**

For help, see instructions

I have no sources of meals, food, or beverages that I am required to list.

Source of Food or Beverages	Source of Food or Beverages
A	C
B	D

11. TRAVEL EXPENSES - ALL FILERS MUST ANSWER THIS QUESTION:

For help, see instructions

I have no sources of travel expenses that I am required to list.

Source of Travel Expenses	Amount
A	
B	
C	
D	
E	
F	

12. NON-DISPUTED INFORMATION - ALL state employees, state officials and state board and commission members (except college and university trustees) are REQUIRED to answer Question 12. All other filers should skip this question and go to question 13.

For help, see instructions

I have no information that I am required to list.

Non-Disputed Information
A
B

13. SIGNATURE - ALL FILERS MUST SIGN THE STATEMENT:

For help, see instructions

By signing this statement:

- I swear or affirm that this statement and any additional attachments have been prepared or carefully reviewed by me, and constitute my complete, truthful, and correct disclosure of all required information, and that the address listed on page 1 is a correct mailing address.
- I acknowledge and understand that, among other potential violations and penalties, knowingly filing a false statement is a criminal misdemeanor of the first degree, punishable by a fine of not more than \$1,000, imprisonment of not more than six months, or both, and that I may be subject to disciplinary action.
- I acknowledge and understand that filing a false statement may be grounds for removal from public office or dismissal from public employment pursuant to Sections 3.04 and 124.34 of the Revised Code.
- I acknowledge that, in 2018, I served in, or in 2019, I am serving in or a candidate for, the position indicated on page 1 of this statement.

If you have any questions before signing this form, please contact the Board of Professional Conduct at (614) 387-9370.

Before signing this statement, please review to make sure that you have answered each question you are required to answer. If you have nothing to list in response to any question, check the box indicating that you have nothing to list. If the response to any required question is omitted, the Board will return the statement to you as incomplete. **Any person who fails to file a complete statement by the appropriate filing deadline may be subject to criminal penalties and disciplinary action.**

Return your completed statement to: Board of Professional Conduct, Moyer Judicial Center, 65 South Front Street, 5th Floor, Columbus, Ohio 43215

YOUR SIGNATURE IS REQUIRED HERE:

*Stephanie M. Miles*

Date: 1/21/2019 8:35 PM

Confirmation Number: 2001195535216

Attorney Information

Attorney Registration Number

81757

Name

Stephanie Mingo Miles

Current Status

Active

[View Status Definitions](#)

Employer

Franklin County Prosecuting Attorney

Job Title

Assistant Prosecuting Attorney

Address

373 S. High Street  
17th Floor  
Columbus, OH 43215  
Franklin County

Business Phone Number

614-525-3500

Law School

Capital University

Admission Date

05-14-2007

Admitted By

By Exam

Discipline History

NO

Administrative Sanctions and Suspensions

NO

**i** The address and telephone information found in this listing has been provided to the Office of Attorney Services by the attorney. The directory lists an attorney's business address. An attorney's residence address is displayed **only** if the attorney has not provided a valid business address. See, **Gov. Bar R. VI, Sec. 1(G)** (<https://supremecourt.ohio.gov/LegalResources/Rules/govbar/govbar.pdf#Rule6>). "Invalid" next to the address



2/22/2019

Attorney Search

indicates that mail sent to this address has been returned as undeliverable or that the attorney has not provided a complete mailing address. Also note that the record displays the attorney's current name on file in our records.

[Back To Search Options](#)

**IN THE COURT OF COMMON PLEAS, FRANKLIN COUNTY, OHIO  
CIVIL DIVISION**

CHERYL BROOKS SULLIVAN,  
Treasurer, Franklin County, Ohio

Plaintiff,

Case No.

- v -

**COMPLAINT FOR FORECLOSURE**

**PARCEL NUMBER(S): 240-001408, 240-001409, 240-001410**

**ADDRESS:**

**Mix Avenue, Columbus, OH 43228**

Pinnacle Equity Investors Inc.  
3074 Mulberry Court  
Grove City, OH 43123

Pinnacle Equity Investors Inc.  
3442 Briggs Road  
Columbus, OH 43204

Pinnacle Equity Investors Inc.  
C/O Russell J. Reckling  
2690 Rosedale Avenue  
Columbus, OH 43204

Pinnacle Equity Investors Inc.  
4123 Broadway  
Grove City, OH 43123

State of Ohio Department of Taxation  
c/o Ohio Attorney General  
Revenue Recovery Section  
150 E. Gay Street, 21st Floor  
Columbus, OH 43215

Unknown heirs, devisees, legatees,  
successors or assigns, unknown spouses,  
and surviving spouses, administrators,  
executors and guardians, if any, of the above persons,  
if they be deceased or remarried  
Address Unknown – *Do Not Serve*,

Defendant(s).

**COMPLAINT FOR FORECLOSURE**

1. Plaintiff, Cheryl Brooks Sullivan, is the duly elected Treasurer of Franklin County, Ohio.

2. Defendant(s), Pinnacle Equity Investors Inc., acquired title to the subject premises by Sheriff's Deed in Deed Book 3071 page 347 as to Parcel Number 240-001408, 240-001409 and 240-001410.

Defendant, State of Ohio, Department of Taxation, may claim some interest in the property by reason of the following Certificates of Judgment:

<u>REFERENCE NO.</u>	<u>DATE FILED</u>	<u>AMOUNT</u>
06JG-031284	10/18/06	\$460.11
06JG-033602	11/08/06	\$454.10
08JG-009057	03/19/08	\$478.25

3. This is an action in foreclosure proceedings on a lien of the State of Ohio for delinquent land taxes, assessments and penalties and is brought in accordance with the provisions of Section 5721.18(A) and Section 323.25, Ohio Revised Code.

4. The Franklin County Auditor, pursuant to the provisions of Section 5721.13, Ohio Revised Code, has on January 3, 2013 as to Parcel Number 240-001408 and on as to Parcel Number 240-001409 and on as to Parcel Number 240-001410 filed with the Prosecuting Attorney of Franklin County, Ohio, a delinquent land tax certificate concerning the herein described premises.

The said certificate states that the amount of the delinquent taxes, assessments and penalties on the subject property appearing to be due and unpaid is \$1,212.85 as to Parcel Number 240-001408 and \$1,212.85 as to Parcel Number 240-001409 and \$1,212.85 as to Parcel Number 240-001410 for a total amount of \$3,638.55, together with further interest and penalties chargeable thereon, and this amount is in fact due and unpaid. Further, more than 60 days have elapsed since delivery of the delinquent duplicate to the Treasurer.

5. In accordance with the provisions of Section 5721.10, Ohio Revised Code, the State of Ohio has a first lien for the amount set forth in paragraph four (4) above.

6. The property which is the subject of this action is:  
Situated in the County of Franklin, in the State of Ohio, and in the Township of Prairie and bounded and described as follows:

Attached as Exhibit A

Parcel Nos. 240-001408, 240-001409, 240-001410

LAST TRANSFER OF RECORD: Deed Book 3071 page 347

WHEREFORE, pursuant to the provisions of Section 5721.10, Ohio Revised Code, Plaintiff prays that the Court find that she has first lien on the herein described premises in the sum of \$1,212.85 as to Parcel Number 240-001408 and \$1,212.85 as to Parcel Number 240-001409 and \$1,212.85 as to Parcel Number 240-001410 for a total amount of \$3,638.55, together with interest and penalties chargeable thereon, in addition to any taxes, assessments, charges, penalties and interest not currently assessed but accruing during the course of this action as provided by 323.47, Ohio Revised Code.

In addition, pursuant to the provisions of Section 5721.18 and Section 323.26, Ohio Revised Code, Plaintiff prays that unless the amount found to be a first lien on the herein described premises as set forth above plus court costs if not paid within a reasonable time to be named by the Court, that the Court make an Order that said premises be sold by the Sheriff of Franklin County, Ohio in the manner provided by law for sale of real estate on execution.

Respectfully Submitted,  
RON O'BRIEN  
Prosecuting Attorney



Stephanie M. Miles  
Assistant Prosecuting Attorney  
Supreme Court ID Number 0081757  
Attorney for Plaintiff  
Franklin County Treasurer  
373 S. High Street, 17<sup>th</sup> Floor  
Columbus, Ohio 43215  
Phone: (614) 525-3500  
smiles@franklincountyohio.gov  
Fax: (614) 525-2530

**EXHIBIT A**

Situated in the State of Ohio, County of Franklin, and in the City of Columbus, and bounded and described as follows:

Being Lots numbered 371, 372 and 373 of West Columbus Park Subdivision, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 11, Page 3, Recorder's Office, Franklin County, Ohio.

Property Address: 0 Mix Avenue (vacant lots), Columbus, Ohio 43228

Parcel No.: 240-001408, 240-001409 & 240-001410

Prior Deed Reference: Deed Book 3071, Page 347

**IN THE COURT OF COMMON PLEAS, FRANKLIN COUNTY, OHIO  
CIVIL DIVISION**

CHERYL BROOKS SULLIVAN,  
Treasurer, Franklin County, Ohio,  
Plaintiff,

Case No.

- v -

**COMPLAINT FOR FORECLOSURE**

1940 S. High Street Corporation  
121 Hinkle Avenue  
Columbus, OH 43207

**PARCEL NUMBER(S): 010-044230-00  
ADDRESS: Hinkle Avenue, Columbus, OH  
43207**

1940 S. High Street Corporation  
4220 Orders Road  
Grove City, OH 43123

1940 S. High Street Corporation  
C/O Nafez K. Jallaq  
4191 Orders Road  
Grove City, OH 43123

City of Columbus Division of Income Tax  
50 West Gay Street, 4th Floor  
Columbus, OH 43215

City of Columbus Division of Income Tax  
77 North Front Street, 2nd Floor  
Columbus, OH 43215

Unknown heirs, devisees, legatees,  
successors or assigns, unknown spouses,  
and surviving spouses, administrators,  
executors and guardians, if any, of the above persons,  
if they be deceased or remarried  
Address Unknown – *Do Not Serve*,

Defendant(s).

**COMPLAINT FOR FORECLOSURE**

1. Plaintiff, Cheryl Brooks Sullivan, is the duly elected Treasurer of Franklin County, Ohio.

2. Defendant(s), 1940 S. High Street Corporation, acquired title to the subject premises by Warranty Deed in Instrument Number 200011060224999 as to Parcel Number 010-044230 filed November 6, 2000.

Defendant, City of Columbus, Division of Income Tax, may claim some interest in the property by reason of a Certificate of Judgment recorded in 11 [REDACTED] filed April 5, 2011 in the amount of \$9,441.56.

3. This is an action in foreclosure proceedings on a lien of the State of Ohio for delinquent land taxes, assessments and penalties and is brought in accordance with the provisions of Section 5721.18(A) and Section 323.25, Ohio Revised Code.

4. The Franklin County Auditor pursuant to the provisions of Section 5721.13, Ohio Revised Code, has on February 21, 2008, filed with the Prosecuting Attorney of Franklin County, Ohio, a delinquent land tax certificate concerning the herein described premises.

The said certificate states that the amount of the delinquent taxes, assessments and penalties on the subject property appearing to be due and unpaid is \$1,231.97 as to Parcel Number 010-044230, together with further interest and penalties chargeable thereon, and this amount is in fact due and unpaid. Further, more than 60 days have elapsed since delivery of the delinquent duplicate to the Treasurer.

5. In accordance with the provisions of Section 5721.10, Ohio Revised Code, the State of Ohio has a first lien for the amount set forth in paragraph four (4) above.

6. The property which is the subject of this action is:

Attached as Exhibit A

Parcel No. 010-044230

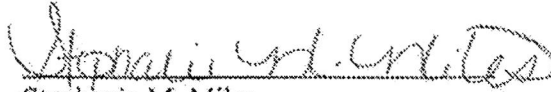
LAST TRANSFER OF RECORD: Instrument Number 200011060224999

WHEREFORE, pursuant to the provisions of Section 5721.10, Ohio Revised Code, Plaintiff prays that the Court find that she has first lien on the herein described premises in the sum of \$1,231.97 as to Parcel Number 010-044230, together with interest and penalties chargeable thereon, in addition to any taxes, assessments, charges, penalties and interest not currently assessed but accruing during the course of this action as provided by 323.47, Ohio Revised Code.

In addition, pursuant to the provisions of Section 5721.18 and Section 323.26, Ohio Revised Code, Plaintiff prays that unless the amount found to be a first lien on the herein described premises as set forth above plus court costs if not paid within a reasonable time to be named by the Court, that the Court make an Order that said premises be sold by the Sheriff of Franklin County, Ohio in the manner provided by law for sale of real estate on execution.

Respectfully Submitted,

RON O'BRIEN  
PROSECUTING ATTORNEY



Stephanie M. Miles  
Assistant Prosecuting Attorney  
Supreme Court ID Number 0081757  
Attorney for Plaintiff  
Franklin County Treasurer  
373 S. High Street, 17<sup>th</sup> Floor  
Columbus, Ohio 43215  
Phone: (614) 525-3500  
smiles@franklincountyohio.gov  
Fax: (614) 525-2530



**EXHIBIT A**

Situated in the State of Ohio, County of Franklin, and in the City of Columbus and bounded and described as follows:

Being Lot Number Twenty-one (21) of ALFRED LINTON'S SOUTH FIFTH STREET SUBDIVISION to said city, as the said lot is numbered and delineated upon the record plat thereof, of record in Plat Book 7, Page 165, Recorder's Office, Franklin County, Ohio.

Property Address: 0 Hinkle Avenue, Columbus, Ohio 43207

Parcel No.: 010-044230

Prior Deed Reference: Instrument No. 200011060224999

**FILED** *mm*  
**IN THE MUNICIPAL COURT OF FRANKLIN COUNTY, OHIO**

**2018 DEC 20 PM 4:11**

City of Columbus, Ohio,  
Plaintiff,

**FRANKLIN COUNTY  
MUNICIPAL COURT  
LORI M TYACK**

Case No. 2018 EVH 060683

vs.

Judge Daniel Hawkins

BSD Realty Group LLC, et al.,  
Defendant(s).

**ANSWER OF THE TREASURER OF FRANKLIN COUNTY, OHIO**

Defendant, Cheryl Brooks Sullivan, Treasurer of Franklin County, Ohio, for her Answer to the complaint filed herein says that she is the duly elected Treasurer of Franklin County, Ohio, and that pursuant to the provisions of Section 5721.10 Revised Code as such Treasurer, she claims a valid first lien on the premises described in the complaint for all tax certificates, taxes, assessments, penalties, interest and charges plus court costs, if any, in such amounts as appear on the Tax Lien Records in the Office of the Treasurer of Franklin County Ohio.

Wherefore, this answering defendant prays that the tax certificates, real estate taxes, assessments, penalties, interest and charges respecting the premises described in the Complaint be declared a valid first and prior lien upon such premises and be paid together with any of Defendant Franklin County Treasurer's costs in this action.

Upon any future appointment of a Receiver authorized to take possession of, manage, control or protect the real property at subject herein, Defendant Treasurer of Franklin County, Ohio, specifically objects to any sale and/or confirmation of sale and or Order or Report of Distribution wherein tax certificates, taxes, assessments, penalties, interest and charges plus court costs referred to in paragraph 2 above are not paid by said sale and/or ordered paid by an entry confirming sale or other order of distribution.

RON O'BRIEN  
PROSECUTING ATTORNEY  
Franklin County, Ohio

/s/ Stephanie M. Miles  
Stephanie M. Miles  
Assistant Prosecuting Attorney  
Supreme Court ID Number 0081757  
Attorney for Defendant

Franklin County Treasurer  
373 South High Street, 17<sup>th</sup> Floor  
Columbus, Ohio 43215  
(614) 525-3500  
smiles@franklincountyohio.gov  
Fax: (614) 525-2530

**CERTIFICATE OF SERVICE**

This is to certify that a copy of the foregoing Answer has been forwarded by regular U.S. mail, postage prepaid, on the date of this filing, to:

Katarina S. Karac  
375 S. High Street 17th Floor  
Columbus, OH 43215

BSD Realty Group LLC  
2794 East Broad Street  
Columbus, OH 43209

Yaakov Schulman  
2794 E Broad Street  
Columbus, OH 43209

Real Property  
1293-1295 E 17th Ave  
Columbus, OH 43211

/s/ Stephanie M. Miles  
Stephanie M. Miles  
Assistant Prosecuting Attorney

**IN THE MUNICIPAL COURT OF FRANKLIN COUNTY, OHIO**

City of Columbus, Ohio, **FILED**  
Plaintiff, **18 NOV -9 AM 10:40**

Case No. 2018 EVH 060605

vs.

**FRANKLIN COUNTY  
MUNICIPAL COURT  
1001 N. TYACK**

Judge Daniel Hawkins

Ryan Jestadt, et al.,  
Defendant(s).

**ANSWER OF THE TREASURER OF FRANKLIN COUNTY, OHIO**

Defendant, Cheryl Brooks Sullivan, Treasurer of Franklin County, Ohio, for her Answer to the complaint filed herein says that she is the duly elected Treasurer of Franklin County, Ohio, and that pursuant to the provisions of Section 5721.10 Revised Code as such Treasurer, she claims a valid first lien on the premises described in the complaint for all tax certificates, taxes, assessments, penalties, interest and charges plus court costs, if any, in such amounts as appear on the Tax Lien Records in the Office of the Treasurer of Franklin County Ohio.

Wherefore, this answering defendant prays that the tax certificates, real estate taxes, assessments, penalties, interest and charges respecting the premises described in the Complaint be declared a valid first and prior lien upon such premises and be paid together with any of Defendant Franklin County Treasurer's costs in this action.

Upon any future appointment of a Receiver authorized to take possession of, manage, control or protect the real property at subject herein, Defendant Treasurer of Franklin County, Ohio, specifically objects to any sale and/or confirmation of sale and or Order or Report of Distribution wherein tax certificates, taxes, assessments, penalties, interest and charges plus court costs referred to in paragraph 2 above are not paid by said sale and/or ordered paid by an entry confirming sale or other order of distribution.

RON O'BRIEN  
PROSECUTING ATTORNEY  
Franklin County, Ohio

/s/ Stephanie M. Miles  
Stephanie M. Miles  
Assistant Prosecuting Attorney  
Supreme Court ID Number 0081757  
Attorney for Defendant

Franklin County Treasurer  
373 South High Street, 17<sup>th</sup> Floor  
Columbus, Ohio 43215  
(614) 525-3500  
smiles@franklincountyohio.gov  
Fax: (614) 525-2530

**CERTIFICATE OF SERVICE**

This is to certify that a copy of the foregoing Answer has been forwarded by regular U.S. mail, postage prepaid, on the date of this filing, to:

Zachary Gwin  
375 S High Street 7th Floor  
Columbus, OH 43215

Ryan Jestadt  
4936 Augusta Drive  
Westerville, OH 43082

Ryan Jestadt  
PO Box 6305  
Columbus, OH 43206

Great American Equities LLC  
Attn Jason Kiley s/a  
6398 Albany Road  
New Albany, OH 43054

Real Property  
220 Clarendon Ave  
Columbus, OH 43223

/s/ Stephanie M. Miles  
Stephanie M. Miles  
Assistant Prosecuting Attorney

IN THE MUNICIPAL COURT OF FRANKLIN COUNTY, OHIO

FILED  
2018 AUG -8 AM 10:11

City of Columbus, Ohio,  
Plaintiff,

Case No. 2018 EVH 060430

vs.

FRANKLIN COUNTY  
MUNICIPAL COURT  
LORI M. ZACK

Judge Daniel Hawkins

Matthew B. Taylor, et al.,  
Defendant(s).

**ANSWER OF THE TREASURER OF FRANKLIN COUNTY, OHIO**

Defendant, Cheryl Brooks Sullivan, duly elected Treasurer of Franklin County, Ohio, for her answer to the complaint filed herein says that she is the duly elected Treasurer of Franklin County, Ohio, and that pursuant to the provisions of Section 5721.10 Revised Code as such Treasurer, she claims a valid first lien on the premises described in the complaint for all tax certificates, taxes, assessments, penalties, interest and charges plus court costs if any, in such amounts as appear on the Tax Lien Records in the office of the Treasurer of Franklin County.

Wherefore, this answering defendant prays that the tax certificates, real estate taxes, assessments, penalties, interest and charges respecting the premises described in the Complaint be declared a valid first and prior lien upon such premises, that tax certificates, taxes, penalties, assessment, interest and charges other than those on real estate, plus court costs if any, be declared a lien; and that all the tax certificates, taxes, assessments, penalties, interest and charges, and court costs referred to above, if any, be paid together with any costs in this action.

RON O'BRIEN  
PROSECUTING ATTORNEY  
Franklin County, Ohio

/s/ Stephanie M. Miles  
Stephanie M. Miles  
Assistant Prosecuting Attorney  
Supreme Court ID Number 0081757  
Attorney for Defendant  
Franklin County Treasurer  
373 South High Street, 17<sup>th</sup> Floor  
Columbus, Ohio 43215  
(614) 525-3500  
smiles@franklincountyohio.gov  
Fax: (614) 525-2530

**CERTIFICATE OF SERVICE**

This is to certify that a copy of the foregoing Answer has been forwarded by regular U.S. mail, postage prepaid, on the date of this filing, to:

Zachary Gwin  
375 S High Street 7th Floor  
Columbus, OH 43215

Matthew B. Taylor  
224 N Haldy Ave  
Columbus, OH 43204

Matthew B. Taylor  
6684 Denton Road  
Orient, OH 43146

Tina Rogers Aka Tina M Taylor  
224 N Haldy Ave  
Columbus, OH 43204

Tina Rogers Aka Tina M Taylor  
6684 Denton Road  
Orient, OH 43146

Unknown Occupants  
224 N Haldy Ave  
Columbus, OH 43204

Huntington National Bank  
2290 S Hamilton Rd  
Columbus, OH 43227

Huntington National Bank  
Department NC1N04  
2361 Morse Rd  
Columbus, OH 43229

Real Property  
224 N Haldy Ave  
Columbus, OH 43204

/s/ Stephanie M. Miles  
Stephanie M. Miles  
Assistant Prosecuting Attorney

IN THE MUNICIPAL COURT OF FRANKLIN COUNTY, OHIO

FILED  
2018 JUL 30 PM 1:21

City of Columbus, Ohio,  
Plaintiff,

FRANKLIN COUNTY  
MUNICIPAL COURT  
LORI M. YACK

Case No. 2018 EVH 060387

vs.

Judge Daniel Hawkins

Rita Bell, et al.,  
Defendant(s).

ANSWER OF THE TREASURER OF FRANKLIN COUNTY, OHIO

Defendant, Cheryl Brooks Sullivan, duly elected Treasurer of Franklin County, Ohio, for her answer to the complaint filed herein says that she is the duly elected Treasurer of Franklin County, Ohio, and that pursuant to the provisions of Section 5721.10 Revised Code as such Treasurer, she claims a valid first lien on the premises described in the complaint for all tax certificates, taxes, assessments, penalties, interest and charges plus court costs if any, in such amounts as appear on the Tax Lien Records in the office of the Treasurer of Franklin County.

Wherefore, this answering defendant prays that the tax certificates, real estate taxes, assessments, penalties, interest and charges respecting the premises described in the Complaint be declared a valid first and prior lien upon such premises, that tax certificates, taxes, penalties, assessment, interest and charges other than those on real estate, plus court costs if any, be declared a lien; and that all the tax certificates, taxes, assessments, penalties, interest and charges, and court costs referred to above, if any, be paid together with any costs in this action.

RON O'BRIEN  
PROSECUTING ATTORNEY  
Franklin County, Ohio.

/s/ Stephanie M. Miles  
Stephanie M. Miles  
Assistant Prosecuting Attorney  
Supreme Court ID Number 0081757  
Attorney for Defendant  
Franklin County Treasurer  
373 South High Street, 17<sup>th</sup> Floor  
Columbus, Ohio 43215  
(614) 525-3500  
smiles@franklincountyohio.gov  
Fax: (614) 525-2530



CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Answer has been forwarded by regular U.S. mail, postage prepaid, on the date of this filing, to:

Zachary Gwin  
375 S High Street 7th Floor  
Columbus, OH 43215

Rita Bell  
247 South Wayne Ave  
Columbus, OH 43204

JP Morgan Chase Bank  
3415 Vision Dr.  
Columbus, OH 43219

JP Morgan Chase Bank  
1111 Polaris Parkway  
Columbus, OH 43240

Reall Property  
247 South Wayne Ave  
Columbus, OH 43204

/s/ Stephanie M. Miles  
Stephanie M. Miles  
Assistant Prosecuting Attorney

**00049**





IN THE MUNICIPAL COURT OF FRANKLIN COUNTY, OHIO

2018 JUN 22 PM 3:51

City of Columbus, Ohio,  
Plaintiff,

vs.

Buynow Properties LLC, et al.,  
Defendant(s).

FRANKLIN COUNTY  
MUNICIPAL COURT  
FORUM TRACK

Case No. 2018 EVH 060322

Judge Daniel Hawkins

ANSWER OF THE TREASURER OF FRANKLIN COUNTY, OHIO

Defendant, Cheryl Brooks Sullivan, duly elected Treasurer of Franklin County, Ohio, for her answer to the complaint filed herein says that she is the duly elected Treasurer of Franklin County, Ohio, and that pursuant to the provisions of Section 5721.10 Revised Code as such Treasurer, she claims a valid first lien on the premises described in the complaint for all tax certificates, taxes, assessments, penalties, interest and charges plus court costs if any, in such amounts as appear on the Tax Lien Records in the office of the Treasurer of Franklin County.

Wherefore, this answering defendant prays that the tax certificates, real estate taxes, assessments, penalties, interest and charges respecting the premises described in the Complaint be declared a valid first and prior lien upon such premises, that tax certificates, taxes, penalties, assessment, interest and charges other than those on real estate, plus court costs if any, be declared a lien; and that all the tax certificates, taxes, assessments, penalties, interest and charges, and court costs referred to above, if any, be paid together with any costs in this action.

RON O'BRIEN  
PROSECUTING ATTORNEY  
Franklin County, Ohio

/s/ Stephanie M. Miles  
Stephanie M. Miles  
Assistant Prosecuting Attorney  
Supreme Court ID Number 0081757  
Attorney for Defendant  
Franklin County Treasurer  
373 South High Street, 17<sup>th</sup> Floor  
Columbus, Ohio 43215  
(614) 525-3500  
smiles@franklincountyohio.gov  
Fax: (614) 525-2530

**CERTIFICATE OF SERVICE**

This is to certify that a copy of the foregoing Answer has been forwarded by regular U.S. mail, postage prepaid, on the date of this filing, to:

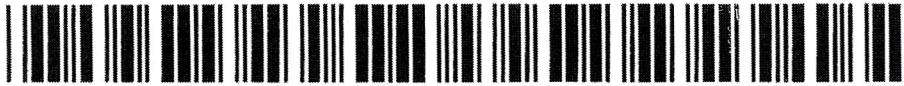
Bradley S. Nicodemus  
360 S Yearling Road  
Whitehall, OH 43213

Buynow Properties LLC  
c/o Ronald Dague Jr  
457F Waterbury Court  
Gahanna, OH 43230

Unknown Tenants/Occupants  
3923 East Mound Street  
Whitehall, OH 43213

Real Property  
3923 East Mound Street  
Whitehall, OH 43213

/s/ Stephanie M. Miles  
Stephanie M. Miles  
Assistant Prosecuting Attorney



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
02/07/2018	201803101186	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	0.00	0.00	0.00

**Receipt**

This is not a bill. Please do not remit payment.

STEPHANIE MINGO MILES  
7194 HILMAR DR.  
WESTERVILLE, OH 43082

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jon Husted**  
4132058

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**LIFESTYLE LIMITLESS, LLC**

and, that said business records show the filing and recording of:

Document(s)

**DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG**  
Effective Date: 02/01/2018

Document No(s):

**201803101186**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
7th day of February, A.D. 2018.

*Jon Husted*  
**Ohio Secretary of State**

Form 533A Prescribed by:

Date Electronically Filed: 1/31/2018

**JON HUSTED**  
Ohio Secretary of State



Toll Free: (877) SOS-FILE (877-767-3453) | Central Ohio: (614) 466-3910  
www.OhioSecretaryofState.gov | busserv@OhioSecretaryofState.gov  
File online or for more information: www.OHBusinessCentral.com

For screen readers, follow instructions located at this path.

## Articles of Organization for a Domestic Limited Liability Company

**Filing Fee: \$99**  
**Form Must Be Typed**

CHECK ONLY ONE (1) BOX

(1) Articles of Organization for Domestic  
 For-Profit Limited Liability Company  
 (115-LCA)

(2) Articles of Organization for Domestic  
 Nonprofit Limited Liability Company  
 (115-LCA)

Name of Limited Liability Company **LIFESTYLE LIMITLESS, LLC**

(Name must include one of the following words or abbreviations:  
"limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," or "ltd.")

Optional: Effective Date (MM/DD/YYYY) **2/1/2018**

(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

Optional: This limited liability company shall exist for   
Period of Existence

Optional: Purpose

**TO PROVIDE PERSONAL ASSISTANCE AND PERSONAL CONCIERGE SERVICES**

**\*\* Note for Nonprofit LLCs**

The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. \*\*

### Original Appointment of Statutory Agent

The undersigned authorized member(s), manager(s) or representative(s) of

LIFESTYLE LIMITLESS, LLC

(Name of Limited Liability Company)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

STEPHANIE MINGO MILES

(Name of Statutory Agent)

7194 HILMAR DR.

(Mailing Address)

WESTERVILLE

(Mailing City)

OH

(Mailing State)

43082

(Mailing ZIP Code)

### Acceptance of Appointment

The Undersigned, STEPHANIE MINGO MILES, named herein as the

STEPHANIE MINGO MILES

(Name of Statutory Agent)

Statutory agent for LIFESTYLE LIMITLESS, LLC

LIFESTYLE LIMITLESS, LLC

(Name of Limited Liability Company)

hereby acknowledges and accepts the appointment of statutory agent for said limited liability company.

Statutory Agent Signature STEPHANIE MINGO MILES

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)



**By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.**

**Required**

Articles and original appointment of agent must be signed by a member, manager or other representative.

If the authorized representative is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the authorized representative is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

ROBIN MINGO-MILES

Signature

By (if applicable)

Print Name

STEPHANIE MINGO MILES

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

**JON HUSTED**  
Ohio Secretary of State



**Ohio Campaign Finance Report**

Form 30-A  
ORC 3517.10

2018 APR 26 AM 8:17

Committee Name Citizens for Mingo		Office Sought County Auditor		District
Street Address 12364 Thoroughbred Dr		City Pickerington	State Oh	Zip 43147
Candidate Name OR PAC Registration Number Clarence E. Mingo		Treasurer Name Ross A. Chambers		Election Date (MM/DD/YYYY) 05/08/2018
<b>Type of Report (choose one):</b> <input type="checkbox"/> Annual <input type="checkbox"/> Semiannual <input checked="" type="checkbox"/> Pre-Primary <input type="checkbox"/> Post-Primary <input type="checkbox"/> Pre-General <input type="checkbox"/> Post-General Statewide Candidates Only: <input type="checkbox"/> July Monthly <input type="checkbox"/> August Monthly <input type="checkbox"/> September Monthly				
<b>Amended Report</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		<b>Termination</b> <input type="checkbox"/> Check this box if the committee wishes to terminate with this report		<b>Short Form Report (R.C. 3517.10(H))</b> <input type="checkbox"/> Check this box if the committee is filing a short term report. See attached instructions.

Year  
2018

1. Amount brought forward from last report	65,402.85
2. Total monetary contributions (From Forms 31-A and 31-E)	35,400.00
3. Total other income (From Form 31-A-2)	0.00
4. Total funds available (sum of lines 1, 2, 3)	100,802.85
5. Total monetary expenditures (From Forms 31-B and 31-F)	41,753.00
6. Balance on hand (line 4 minus line 5)	59,049.85
7. Value of in-kind contributions received (From Form 31-J-1)	5,800.00
8. Value of in-kind contributions made (From Form 31-J-2)	
9. Outstanding loans owed by committee (From Form 31-C)	
10. Outstanding debts owed by committee (From Form 31-N)	
11. Outstanding loans owed to committee (From Form 31-K)	
12. Value of independent expenditures made (From Form 31-U)	

**THIS STATEMENT IS MADE UNDER PENALTY OF ELECTION FALSIFICATION. WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE.**

*Ross A. Chambers, Treasurer*  
Signature of Treasurer or Deputy Treasurer

04/25/2018  
Date (MM/DD/YYYY)

Contribution Pages  
19

Expenditure Pages  
37

Other Pages  
23

Total Pages  
79

Last Updated 09/2017



**Statement of Expenditures**

Form 31-B

R.C. 3517.10

<b>Full Name of Committee</b> Citizens for Mingo			
To Whom Paid 3rd & Gay Parking		Date (MM/DD/YYYY) 01/25/2018	Amount 8.00
Street Address 72 E Gay St		Purpose Parking	
City Columbus	State OH	Zip Code 43215	Check Number DC
To Whom Paid Laz Parking		Date (MM/DD/YYYY) 01/25/2018	Amount 6.00
Street Address 310 S High St		Purpose Parking	
City Columbus	State OH	Zip Code 43215	Check Number DC
To Whom Paid Textedly Inc		Date (MM/DD/YYYY) 01/26/2018	Amount 20.00
Street Address 133 N Citrus Ave		Purpose Software	
City Los Angeles	State CA	Zip Code 91723	Check Number DC
To Whom Paid Stripe		Date (MM/DD/YYYY) 01/27/2018	Amount 52.40
Street Address 185 Berry St		Purpose Service Charge	
City San Francisco	State CA	Zip Code 94107	Check Number EFT
To Whom Paid Stephanie Miles		Date (MM/DD/YYYY) 01/27/2018	Amount 1,500.00
Street Address 7194 Hilmar Dr		Purpose Consulting	
City Westerville	State OH	Zip Code 43082	Check Number 2928

Page Total \$ 1,586.40

# Exhibit 31

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Get the latest on development in Central Ohio >

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INDUSTRIES & TOPICS



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NEW HIRE INSURANCE APRIL 21, 2015

## Stephanie Mingo Miles, Esq.

Compliance Specialist at InHealth Mutual

As compliance specialist, Stephanie supports InHealth Mutual's compliance officer. A skilled attorney, she is experienced in advising compliance auditors on local, state and federal requirements. Prior to joining InHealth, she was assistant legal counsel at the Ohio Auditor of State's office.

### PEOPLE ON THE MOVE



LEGAL SERVICES

**Lindsay Bouffard**

Roetzel & Andress LPA



TECHNOLOGY

**Gareth Camella**

Fine Citizens



TECHNOLOGY

**Andrew Fisher**

Fine Citizens



TECHNOLOGY

**Jennifer May**

Fine Citizens

See More People on the Move

Promote employees and highlight your company's success.

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# Exhibit 32

First Name

Last Name

Email

Zipcode

Mobile #

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Describe Yourself

- Business  Farmer
- Government  Homeowner
- Investor  Senior
- Student  Taxpayer
- Teacher  Veteran



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Transparency / State Salary

## State Salary

Last Name | miles  
 First Name | stephanie  
 Department | Select  
 Year | Select  
 Salary Range | Select to Select

### Treasurer's Transparency Project

TEACHER SALARY

LOCAL SALARY

PENSION FUND SALARY

HIGHER EDUCATION SALARY

Scroll down to view results

All gross wage information contained in this database comes from the Ohio Department of Administrative Services including any errors, omissions, or inaccuracies. Gross wages may include, but not limited to, overtime, compensatory time, sick leave, vacation leave, personal leave, cost savings day deductions and leave payouts. Some employees may not have worked a complete year in their current position so gross wages may not be equivalent to full annual salary.

To download the information contained in this database in Microsoft Excel, click on the following links: [2010 State Salary](#), [2011 State Salary](#), [2012 State Salary](#), [2013 State Salary](#), [2014 State Salary](#), [2015 State Salary](#) and [2016 State Salary](#). For questions or more information, please contact the Treasurer's office by email at [constituentsaffairs@us.ohio.gov](mailto:constituentsaffairs@us.ohio.gov) or by phone at 614-752-6782.

Show 100 entries

Year	Name	Department	Job Description	Gross Wages	Hourly Rate	Overtime
2014	Mingo- Miles, Stephanie	Auditor of State	Administrative Staff	[REDACTED]	[REDACTED]	-
2013	Mingo- Miles, Stephanie	Auditor of State	Administrative Staff	[REDACTED]	[REDACTED]	-
2012	Mingo- Miles, Stephanie	Auditor of State	Administrative Staff	[REDACTED]	[REDACTED]	-
2011	Mingo- Miles, Stephanie	Auditor of State	Administrative Staff	[REDACTED]	[REDACTED]	\$0.00

Showing 1 to 4 of 4 entries

Previous 1 Next

**OHIO  
VILLAGE OFFICER'S  
HANDBOOK**

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**Dave Yost • Auditor of State**

**March 2013**



**AUDITOR OF STATE - GENERAL INFORMATION**

**LEGAL DIVISION CONTACTS**

Toll Free..... (800) 282-0370  
Fax..... 614) 466-4333

Chief Legal Counsel..... Robert Cupp  
[RRCupp@ohioauditor.gov](mailto:RRCupp@ohioauditor.gov)

Deputy Legal Counsel  
Cleveland Region ..... Brendan Inscho  
[BMInscho@ohioauditor.gov](mailto:BMInscho@ohioauditor.gov)  
(614) 995-4760

Deputy Legal Counsel  
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Youngstown Region..... Maxwell W. Gerwin  
[MWGerwin@ohioauditor.gov](mailto:MWGerwin@ohioauditor.gov)  
(614) 466-6227


Deputy Legal Counsel  
Athens Region  
Cincinnati Region..... James S. Harding  
[JSHarding@ohioauditor.gov](mailto:JSHarding@ohioauditor.gov)  
(614) 644-9430

Deputy Legal Counsel  
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State Region ..... Stephanie Mingo Miles  
[SMMiles@ohioauditor.gov](mailto:SMMiles@ohioauditor.gov)  
(614) 466-5239


Deputy Legal Counsel  
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Toledo Region ..... Michael D. Press  
[MDPress@ohioauditor.gov](mailto:MDPress@ohioauditor.gov)  
(614) 466-5407

Deputy Legal Counsel  
Open Government Unit..... Cory Haydocy  
[CAHaydocy@ohioauditor.gov](mailto:CAHaydocy@ohioauditor.gov)  
(614) 644-8986

Legislative Affairs Director..... Alyson Miles  
[ACMiles@ohioauditor.gov](mailto:ACMiles@ohioauditor.gov)  
(614) 466-8193



**Dave Yost**  
Auditor of State



Ohio Auditor of State  
**Dave Yost**  
[www.ohioauditor.gov](http://www.ohioauditor.gov)

2011 Annual Local Government  
Officials' Conference

*Mastering Executive  
Sessions*

Presented by:  
Stephanie Mingo Miles  
Assistant Legal Counsel

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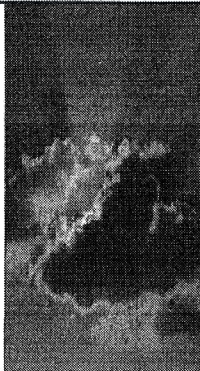

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**Agenda**

- Open Meetings Law Overview
- Definition of Executive Session
- Permitted Matters for Discussion
- Procedural Requirements
- Minutes
- Penalties
- Legal Update
- Q&A

Ohio Auditor of State  
**Dave Yost**  
[www.ohioauditor.gov](http://www.ohioauditor.gov)

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**OPEN MEETINGS ACT**

The *Open Meetings Act* is designed to prevent public officials from "meeting secretly to deliberate on public issues without accountability to the public."



*State ex rel. Cincinnati Post v. Cincinnati* 76 Ohio St.3d  
540, 668 N.E.2d 903, 1996-Ohio-372



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## Questions & Answers

- For Additional Information or to Schedule a Presentation for your Group...
- Call Ohio Auditor of State  
Dave Yost
- (614) 466-4514 / 800-282-0370
- Open Government Unit
- Yellow Book: <http://www.ohioauditor.gov/OpenGovernmentUnit/Default.htm>



Ohio Auditor of State  
Dave Yost

[www.ohioauditor.gov](http://www.ohioauditor.gov)

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## LEGAL DIVISION

88 East Broad Street  
Columbus, Ohio 43215

### Stephanie Mingo Miles

Presenter Phone: (800) 282-0370  
Presenter Fax: (614) 466-4490  
E-mail: [contactus@ohioauditor.gov](mailto:contactus@ohioauditor.gov)



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**Dave Yost**  
Auditor of State

88 East Broad Street  
Columbus, Ohio 43215

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# Exhibit 35

## Ohio Notaries Public Search

Ohio Notaries Public Search Fields

**First Name** : 
**First Name Search Option** :

**Last Name** : 
**Last Name Search Option** :

**County** :

**Zip** :

## Notary Search Results

row(s) 1 - 1 of 1

Notary Name	Address	County	Commission Number	Notary Type	Special Type	Commencing	Expiration	Comment	Electronic Notary?
STEPHANIE M MILES	5632 CARDIN BOULEVARD DUBLIN OH 43016	FRANKLIN	2008-AT-243660	Attorney	None	11-DEC-08	-	-	No

row(s) 1 - 1 of 1

Secretary LaRose & the Office (<https://www.sos.state.oh.us/secretary-office/>) | 
 Elections & Voting (<https://www.sos.state.oh.us/SOS/elections.aspx>) | 
 Campaign Finance (<https://www.sos.state.oh.us/SOS/CampaignFinance.aspx>) | 
 Legislation & Ballot Issues (<https://www.sos.state.oh.us/SOS/LegnAndBallotIssues.aspx>) | 
 Businesses (<https://www.sos.state.oh.us/SOS/Businesses.aspx>) | 
 Records (<https://www.sos.state.oh.us/SOS/records.aspx>) | 
 Media Center (<https://www.sos.state.oh.us/SOS/mediaCenter.aspx>) | 
 Publications (<https://www.sos.state.oh.us/SOS/publications.aspx>)



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
08/06/2008	200821802946	ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO. (LCP)	125.00	.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

STEPHANIE M MILES  
5632 CARDIN BLVD  
DUBLIN, OH 43016

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jennifer Brunner**

1797040

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**THE LAW OFFICE OF STEPHANIE MINGO MILES, LLC**

and, that said business records show the filing and recording of:

Document(s)  
**ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO.**

Document No(s):  
**200821802946**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 30th day of July, A.D.  
2008.

Ohio Secretary of State



www.sos.state.oh.us  
e-mail: busserv@sos.state.oh.us

Prescribed by:  
The Ohio Secretary of State  
Central Ohio: (614) 466-3910  
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this Form: (Select One)	
Mail Form to one of the following:	
<input type="radio"/> Expedite	PO Box 1390 Columbus, OH 43216
*** Requires an additional fee of \$100***	
<input checked="" type="radio"/> Non Expedite	PO Box 670 Columbus, OH 43216

**ARTICLES OF ORGANIZATION FOR A DOMESTIC LIMITED LIABILITY COMPANY**  
Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE:

(CHECK ONLY ONE (1) BOX)

<input checked="" type="checkbox"/> (1) Articles of Organization for Domestic For-Profit Limited Liability Company (115-LCA) ORC 1705	<input type="checkbox"/> (2) Articles of Organization for Domestic Nonprofit Limited Liability Company (115-LCA) ORC 1705
---------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------

Name of limited liability company:  
The Law Office of Stephanie Mingo Miles, LLC

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "LL.C.," "ltd.," or "ltd"

Effective Date (Optional): 07/28/2008 (The legal existence of the limited liability company begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)  
mm/dd/yyyy

This limited liability company shall exist for \_\_\_\_\_ Period of Existence (Optional)

Purpose (Optional): Law Office / Legal Services

Check here if additional provisions are attached

2008 JUL 30 PM 11:08

**ORIGINAL APPOINTMENT OF AGENT**

The undersigned authorized member(s), manager(s) or representative(s) of

The Law Office of Stephanie Mingo Miles LLC  
Name of Limited Liability Company

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is

Stephanie Mingo Miles  
Name of Agent

470 Oldc Worthington Rd STE 200  
Mailing Address

Westerville                      Ohio                      43082  
City                                      State                                      Zip Code

If the agent is an individual and using a P.O. Box, check this box to certify the agent is a resident of the state of Ohio.

**ACCEPTANCE OF APPOINTMENT**

The undersigned, named herein as the statutory agent for

The Law Office of Stephanie Mingo Miles LLC  
Name of Limited Liability Company

hereby acknowledges and accepts the appointment of agent for said limited liability company

Stephanie Mingo Miles  
Agent's Signature

**REQUIRED**  
Articles and original  
appointment of agent  
must be (signed) by a  
member, manager or  
other representative.

*Stephanie Mago Nites*

Signature

*7/28/08*

Date

*Stephanie Mago Nites*

Print Name

Signature

Date

Print Name

Signature

Date

Print Name





**Delaware County Auditor**

George Karitsa, MBA Delaware County Auditor

7194 HILMAR DR

317-341-05-004-000

Print

General Info Tax Transfer History Value History Land Improvements Tax Distribution Photos Levy Tax Estimator Map

- Auditor's Home Page
- Owner Search
- Address Search
- Parcel Number Search
- GIS Property Search
- Auditor Forms
- Tax Estimator
- GIS Map Information
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- Contact Us
- Tutorial
- Auditor Query Builder
- Auditor's County Page

- Property Report
- Sex Offender Search

Follow the Auditor's Office

**Property Information**

Parcel Number	317-341-05-004-000	Property Address:	7194 HILMAR DR
Owner Name	MILES JASON J & STEPHANIE M		WESTERVILLE OH 43082
Owner Address	7194 HILMAR DR WESTERVILLE OH 43082	Tax Payer Address:	CORELOGIC
Tax District	17 GENOA TWP WESTERVILLE		3001 HACKBERRY
School District	2514 WESTERVILLE CSD		IRVING TX 75063
Neighborhood	17031 Genoa S3		USA
Use Code	510 Single family dwelling (platted lot)		
Acres	0.00000		
Description: LOTS 1754 NORTHERN LAKES SEC 1			

Assessment Info		Current Value		Recent Transfer	
Board of Revision	N	Mkt Land Value	\$50,000	# Parcels	1
Homestead/Disability	N	CAUV	\$0	Deed Type	Survivorship Deed
Owner Occ Credit	Y	Mkt Impr Value	\$173,800	Amount	\$239,000
Divided Property	N	Total	\$223,800	Sale Date	10/27/2015
New Construction	N	Current Tax		Conveyance	4264
Foreclosure	N	Tax Due	\$5,734.49	Deed #	
Other Assessments	Y	Paid To Date	\$2,867.25		
Front Ft.	N	Current Balance Due	\$2,867.24		

<< Previous Card Card 1 of 1 Next Card >>

**Dwelling Information**

Above Grade	2224	Room Count	8	Fireplace(s)	1
Below Grade	788	Story Height	2	Year Built	1996
Finished Basement	No	# Bedrooms	4	Year Remodeled	0
Basement Type	Pt Basement	Full Baths	3	Style	Convention
*See Improvements Tab		Half Baths	0	Ext Walls	Siding w/Masonry 1
For More Detail On		Heating	Yes		
Fields Shown Above		Air Cond	Central		

Card - 1

Property Sketch and Photos -- Card 1

<p><b>Property Sketch</b></p> <p>Print Version</p>	<p><b>Property Photos</b></p>
----------------------------------------------------	-------------------------------

Last Updated: 4/25/2019

[Click here for Legal Disclaimer](#)



Doc ID: 010873980018 Type: OFF  
Kind: MORTGAGE  
Recorded: 10/28/2015 at 10:28:55 AM  
Fee Amt: \$156.00 Page 1 of 18  
Workflow# 0000105960-0003  
Delaware County, OH  
Melissa Jordan County Recorder  
File# 2015-00030972

BK 1384 PG 1883-1900

CROWN SEARCH BOX

After Recording Return To:  
THE HUNTINGTON NATIONAL BANK  
7575 HUNTINGTON PARK DRIVE  
COLUMBUS, OH 43235  
ATTN: IMAGING - HMO214

[Space Above This Line For Recording Data]

MORTGAGE

MILES  
Loan #: 63385355  
MIN: 100115600633853558  
MERS Phone: 1-888-679-6377  
PIN: 31734105004000  
Case #: 413-6550191-703

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated OCTOBER 15, 2015, together with all Riders to this document.

(B) "Borrower" is JASON J MILES AND STEPHANIE M MILES, HUSBAND AND WIFE. Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is THE HUNTINGTON NATIONAL BANK. Lender is a NATIONAL BANKING ASSOCIATION organized and existing under the laws of UNITED STATES. Lender's address is 7575 HUNTINGTON PARK DRIVE, COLUMBUS, OH 43235.

(E) "Note" means the promissory note signed by Borrower and dated OCTOBER 15, 2015. The Note states that Borrower owes Lender TWO HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED

FHA Ohio Mortgage - 09/15  
19393.5

Page 1 of 15 11-2215

Initials:

**SEVENTY-ONE AND 00/100 Dollars (U.S. \$234,671.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **NOVEMBER 1, 2045**.

**(F) "Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

**(G) "Loan"** means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.

**(H) "Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider       Condominium Rider       Planned Unit Development Rider  
 Other(s) [specify]

**(I) "Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**(J) "Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

**(K) "Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

**(L) "Escrow Items"** means those items that are described in Section 3.

**(M) "Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

**(N) "Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

**(O) "Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

**(P) "RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

**(Q) "Secretary"** means the Secretary of the United States Department of Housing and Urban Development

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or his designee.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY of DELAWARE:

**PLEASE SEE ATTACHED EXHIBIT A**

which currently has the address of 7194 HILMAR DR, WESTERVILLE, OH 43082 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

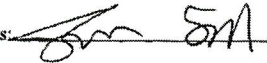
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank

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check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and,

Fifth, to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time

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period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

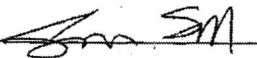
**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the

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lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress

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payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's

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knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.**

If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the

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excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy

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including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

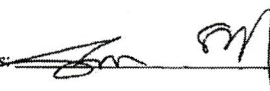
**12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

**13. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument, or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**14. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender

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has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**15. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**16. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

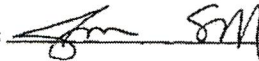
**18. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the

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Initials:



commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

**19. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

**20. Borrower Not Third-Party Beneficiary to Contract of Insurance.** Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response

action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, costs of title evidence.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Certain Other Advances.** In addition to any other sum secured hereby, this Security Instrument shall also secure the unpaid principal balance of, plus accrued interest on, any amount of money loaned,

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Initials: 

63385355

advanced or paid by Lender to or for the account and benefit of Borrower, after this Security Instrument is delivered to and filed with the Recorder's Office, DELAWARE County, Ohio, for recording. Lender may make such advances in order to pay any real estate taxes and assessments, insurance premiums plus all other costs and expenses incurred in connection with the operation, protection or preservation of the Property, including to cure Borrower's defaults by making any such payments which Borrower should have paid as provided in this Security Instrument, it being intended by this Section 24 to acknowledge, affirm and comply with the provision of §5301.233 of the Revised Code of Ohio.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
Borrower - JASON J MILES

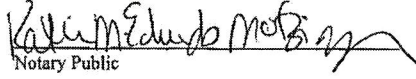
  
- Borrower - STEPHANIE M MILES

[Space Below This Line For Acknowledgment]

STATE OF OHIO

COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me on OCTOBER 15, 2015 by JASON J MILES AND STEPHANIE M MILES, HUSBAND AND WIFE.

  
Notary Public



Katherine M. Edwards Molsinger  
Notary Public, State of Ohio  
My Commission Expires  
September 23, 2017  
Commission Expires: \_\_\_\_\_

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63385355

MORTGAGE LOAN ORIGINATOR **ANTONIO BENTON**  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER  
**271684**  
MORTGAGE LOAN ORIGINATION COMPANY **COLUMBUS FIRST BANK**  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER  
**402808**

This instrument was prepared by:  
**DAVE SHETLER**  
**THE HUNTINGTON NATIONAL BANK**  
**7575 HUNTINGTON PARK DRIVE**  
**COLUMBUS, OH 43235**

**FHA Ohio Mortgage - 09/15**  
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Initials: \_\_\_\_\_

*DM* *SM*



**PLANNED UNIT DEVELOPMENT RIDER**

**MILES**

Loan #: 63385355

MIN: 100115600633853558

FHA Case No: 413-6550191-703

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15<sup>TH</sup> day of OCTOBER, 2015, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to THE HUNTINGTON NATIONAL BANK ("Lender") of the same date and covering the Property described in the Security Instrument and located at: 7194 HILMAR DR, WESTERVILLE, OH 43082 [Property Address]. The Property Address is a part of a planned unit development ("PUD") known as NORTHERN LAKES [Name of Planned Unit Development].

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 3 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly

premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 5 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

  
- BORROWER - JASON J MILES

  
- BORROWER - STEPHANIE M MILES

**EXHIBIT "A"**  
(File #11-2215)

Situated in the State of Ohio, County of Delaware, and in the City of Westerville:

Being Lot Number One Thousand Seven Hundred Fifty-four (1754), of Northern Lakes Section 1, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 1, Slides 26, 27 and 28, Recorder's Office, Delaware County, Ohio.

Parcel No.: 317-341-05-004-000

Prior Deed Reference: OR Vol. 1322, Page 380, in Delaware County, Ohio records



Doc ID: 010873970002 Type: OFF  
 Kind: DEED  
 Recorded: 10/28/2015 at 10:28:55 AM  
 Fee Amt: \$28.00 Page 1 of 2  
 Workflow# 0000105980-0002  
 Delaware County, OH  
 Melissa Jordan County Recorder  
 File# 2015-00030971

**Exhibit 39**

BK 1384 Pg 1881-1882

CROWN SEARCH BOX

Delaware County  
 The Grantor Has Complied With  
 Section 319.202 Of The R.C.  
 DATE 10/27/15 Transfer Tax Paid 717-  
 TRANSFERRED OR TRANSFER NOT NECESSARY  
 Delaware County Auditor By BN



*[Handwritten signature]*  
 10/27/15

**GENERAL WARRANTY SURVIVORSHIP DEED**

Know all men by these presents, that

**Gregor A. Gallagher and Christina M. Gallagher**

husband and wife, for valuable consideration received, hereby grant and assign with general warranty covenants, to:

**Jason J. Miles and Stephanie M. Miles**

, for their joint lives with the remainder to the survivor of them, whose tax-bill mailing address will be the same as the property address, which is: Huntington National Bank P.O. Box 718 Amelia, OH 45102, unless the Mortgagee provides written instructions to the County Treasurer to the contrary, all interest in the following real property:

Situated in the State of Ohio, County of Delaware, and in the City of Westerville,  
*Genoa Twp.*

Being Lot Number One Thousand Seven Hundred Fifty-four (1754), of Northern Lakes Section 1, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet I, Slides 26, 27 and 28, Recorder's Office, Delaware County, Ohio.

Property Address: 7194 Hilmar Drive, Westerville, OH 43082

Parcel No.: 317-341-05-004-000

Prior Deed Reference: OR Vol. 1322, Page 380, in Delaware County, Ohio records

The foregoing real property is granted by the Grantor and accepted by the Grantee subject to all the recorded reservations, conditions, limitations, highways, public roads, rights-of-way, leases, easements, restrictions, zoning ordinances, and any mineral rights severances, as well as real estate taxes and assessments both general and special, which are a lien but not yet due and payable.

The Grantors herein have read this Deed and hereby acknowledge the voluntary signing hereof.

Executed on this 15 day of October, 2015.

Gregor A. Gallagher  
Gregor A. Gallagher

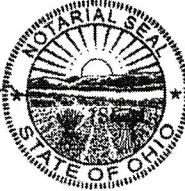
Christina M. Gallagher  
Christina M. Gallagher

State of OHIO )  
County of FRANKLIN ) ss.

Be it remembered, that on this 15 day of October, 2015, before me, the subscriber, a Notary Public in and for said State, personally came Gregor A. Gallagher and Christina M. Gallagher, the grantor(s) in the foregoing instrument, and acknowledged the signing thereof to be his/her/their voluntary act and deed.

In testimony thereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Katherine M. Edwards Molsinger  
Notary Public



Katherine M. Edwards Molsinger  
Notary Public, State of Ohio  
My Commission Expires  
September 23, 2017

This instrument prepared by: Jonathan Holfinger, Esq., The Holfinger Stevenson Law Firm Co, Ltd.

After recording, return to: Northwest Title Family of Companies, Inc., 4200 Regent Street, Suite 210, Columbus, OH 43219

File #11-2215



200910270154956  
Pggs: 14 \$124.00 T20080059219  
10/27/2009 3:46PM BXPEAK TITLE  
Robert G. Montgomery  
Franklin County Recorder

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**OPEN-END MORTGAGE PEAK TITLE BOX**

FHA CASE NO.  
**4135257785703**

THIS MORTGAGE ("Security Instrument") is given on **October 19, 2009**. The mortgagor is **Stephanie M. Miles and Jason J. Miles, Wife and Husband**

(**"Borrower"**). This Security Instrument is given to **The Park National Bank, a National Bank** which is organized and existing under the laws of **the United States of America**, and whose address is **50 North Third Street, P.O. Box 3500, Newark, OH 43058-3500**

(**"Lender"**). Borrower owes Lender the principal sum of **One Hundred Sixty Four Thousand Eight Hundred Fifty Eight and no/100** Dollars (U.S. **\$164,858.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("**Note**"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **November 01, 2039**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **Franklin** County, Ohio:

**OHIO FHA MORTGAGE**

**OHIO**  
ITEM 6604L1  
(070709)

6/96

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(Page 1 of 10)

See Exhibit 'A' attached hereto and made a part hereof

which has the address of **5632 Cardin Blvd**  
[Street]  
**Dublin**, Ohio **43016** ("Property Address");  
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

OHIO FHA MORTGAGE

OHIO  
ITEM 6604L2  
(070709)



6/96

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(Page 2 of 10)

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Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note; and


FIFTH, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

OHIO FHA MORTGAGE

OHIO  
ITEM 6604L3  
(070709)

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In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

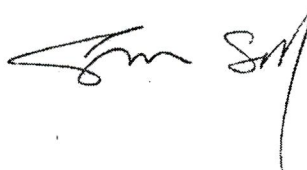
**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

OHIO FHA MORTGAGE

OHIO  
ITEM 6604L4  
(070709)



6/96

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

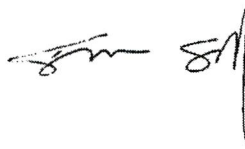
(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within **60 days** from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **60 days** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

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10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

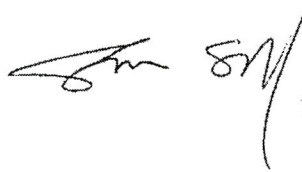
Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**18. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a

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foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

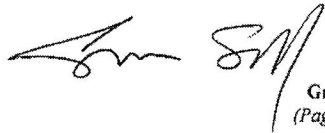
20. **Certain Other Advances.** In addition to any other sum secured hereby, this Security Instrument shall also secure the unpaid principal balance of, plus accrued interest on, any amount of money loaned, advanced or paid by Lender to or for the account and benefit of Borrower, after this Security Instrument is delivered to and filed with the Recorder's Office, Franklin County, Ohio, for recording. Lender may make such advances in order to pay any real estate taxes and assessments, insurance premiums plus all other costs and expenses incurred in connection with the operation, protection or preservation of the Property, including to cure Borrower's defaults by making any such payments which Borrower should have paid as provided in this Security Instrument, it being intended by this paragraph 20 to acknowledge, affirm and comply with the provision of § 5301.233 of the Revised Code of Ohio.

21. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- |                                                    |                                                                    |
|----------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Condominium Rider         | <input type="checkbox"/> Graduated Payment Rider                   |
| <input type="checkbox"/> Growing Equity Rider      | <input checked="" type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Adjustable Rate Rider     | <input type="checkbox"/> Rehabilitation Loan Rider                 |
| <input type="checkbox"/> Non-Owner Occupancy Rider | <input type="checkbox"/> Other [Specify]                           |

OHIO FHA MORTGAGE

OHIO  
ITEM 6604L8  
(070709)



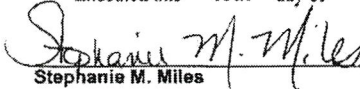
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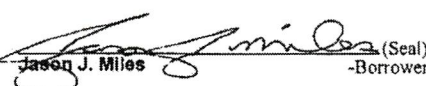
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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 10 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Executed this 19th day of October 2009

 (Seal)  
Stephanie M. Miles -Borrower

 (Seal)  
Jason J. Miles -Borrower

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
-Borrower -Borrower

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
-Borrower -Borrower

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(070709)



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State of OHIO  
County of FRANKLIN

The foregoing instrument was acknowledged before me this October 19, 2009 by Stephanie M. Miles, Jason J. Miles, wife and husband.



Mark A. Kifer, Sr.  
Notary Public-State of Ohio  
My Commission Expires  
October 27, 2012

A large, stylized handwritten signature in black ink, appearing to be "M. Kifer", written over a horizontal line.

Notary Public

This instrument was prepared by:

**The Park National Bank**  
[Name]

After Recording Return To: **The Park National Bank**  
**50 North Third Street, P.O. Box 3500**  
**Newark, OH 43058-3500**

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(070709)

Two handwritten signatures or initials in black ink, one appearing to be "SM" and the other a more complex scribble.

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## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **19th** day of **October 2009**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to **The Park National Bank, a National Bank**

("Lender") of the same date and covering the property described in the Security Instrument and located at:

**5632 Cardin Blvd  
Dublin, OH 43016**

[Property Address]

The Property Address is a part of a planned unit development ("PUD") known as  
**Hayden Farms**

[Name of Planned Unit Development Project]

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

MULTISTATE FHA PLANNED UNIT DEVELOPMENT RIDER

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ITEM 6543L1  
(042809)



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(Page 1 of 3)

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C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

MULTISTATE FHA PLANNED UNIT DEVELOPMENT RIDER

2/91

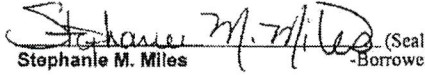
MULTISTATE  
ITEM 6543L2  
(042809)

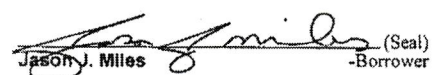


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(Page 2 of 3)

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 through 3 of this Planned Unit Development Rider.

 (Seal)  
Stephanie M. Miles -Borrower

 (Seal)  
Jason J. Miles -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

*[Sign Original Only]*

[ADD ANY NECESSARY ACKNOWLEDGEMENT PROVISIONS.]

MULTISTATE FHA PLANNED UNIT DEVELOPMENT RIDER 2/91

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ITEM 6543L3 (Page 3 of 3)  
(042809)


**EXHIBIT A**

Situated in the State of Ohio, County of Franklin, and in the City of Columbus:

Being Lot Number 216 of Resubdivision of Part of Hayden Farms Section 1, as the same is numbered and delineated upon the recorded plat thereof in Plat Book 107, Pages 24 and 25, Recorder's Office, Franklin County, Ohio.

PARCEL ID: 010-276964-80/90

PROPERTY ADDRESS:  
5632 Cardin Boulevard  
Dublin, OH 43016

A handwritten signature in black ink, consisting of a stylized name followed by a vertical flourish.

1165169

Conveyance
Mandatory- 1168.-
Permissive- 1168.- TS
CLARENCE E. MINGO II FRANKLIN COUNTY AUDITOR

200910270154955  
 Pgs: 2 \$28.00 T20090059219  
 10/27/2009 3:45PM BXPEAK TITLE  
 Robert G. Montgomery  
 Franklin County Recorder

**TRANSFERRED**

**OCT 27 2009**

CLARENCE E. MINGO II  
AUDITOR  
FRANKLIN COUNTY, OHIO

**General Warranty Deed**  
**PEAK TITLE BOX**

Rebecca D. Weston, NKA Rebecca D. Naumoff, wife of Rick R. Naumoff,

of Franklin County, Ohio, for valuable consideration paid, grants, with general warranty covenants, to Stephanie M. Miles and Jason J. Miles, wife and husband, for their joint lives, remainder to the survivor of them

whose tax-mailing addresses is: 5632 Cardin Boulevard, Dublin, OH 43016

the following REAL PROPERTY:

Situated in the State of Ohio, County of Franklin, and in the City of Columbus:

Being Lot Number 216 of Resubdivision of Part of Hayden Farms Section 1, as the same is numbered and delineated upon the recorded plat thereof in Plat Book 107, Pages 24 and 25, Recorder's Office, Franklin County, Ohio.

PARCEL ID: 010-276964-80/90

PROPERTY ADDRESS:  
5632 Cardin Boulevard  
Dublin, OH 43016

Subject to taxes and assessments which are now or may hereafter become liens on said premises and except conditions and restrictions and easements, if any, contained in former deeds of record for said premises, subject to all of which this conveyance is made.

Prior Instrument Reference: Instrument Number 200606050108329 of the Official Records of Franklin County, Ohio.

Rick R. Naumoff, husband of Rebecca D. Naumoff, signing solely to release his dower.

Executed this 17<sup>th</sup> day of October, 2009.

\_\_\_\_\_  
Rebecca D. Naumoff

\_\_\_\_\_  
Rick R. Naumoff

State of Ohio )

SS:

County of ~~Franklin~~ *Belmont*

BE IT REMEMBERED, That on this 17 day of October 2009, before me, the subscriber, a Notary Public in and for said state, personally came Rebecca D. Weston, NKA Rebecca D. Naumoff and Rick R. Naumoff, wife and husband, the Grantor(s) in the foregoing deed, and acknowledged the signing thereof to be his/her/their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



SHAYLA L. NORMAN  
Notary Public, State of Ohio  
My Commission Expires Nov 2, 2010

*Shayla Norman*  
Notary Public  
My Commission expires: 11/2/2010

This Instrument was prepared by Rhett A. Plank, Attorney at Law, 7546 Slate Ridge Blvd., Reynoldsburg, Ohio 43068, Telephone (614) 864-5600, Fax (614) 864-0026



201210110153202  
Page: 2 \$28.00 T20120076701  
10/11/2012 5:00PM BXLOVELAND  
Daphne Hawk  
Franklin County Recorder

**AFFIDAVIT FOR LIEN**

STATE OF OHIO  
DELAWARE COUNTY, SS:

Hayden Farms Homeowners' Association, Inc., an Ohio corporation not-for-profit and an "owners association" under and pursuant to the provisions of Chapter 5312 of the Revised Code of Ohio, with a mailing address of c/o Real Property Management, Inc., 9054 Cotter Street, Lewis Center, Ohio 43035, ("Association"), by Tamara Seitz, its duly authorized agent/manager, being first duly cautioned and sworn, deposes and states as such authorized agent/manager, and on behalf of the Association that the following is true:

(1) That the Association is the duly constituted owners association of the owners of residential lots in Hayden Farms Subdivision, a planned community;

(2) Pursuant to the Restrictions and Covenants contained in the Declaration of Covenants, Easements, Conditions and Restrictions for Hayden Farms Subdivision recorded as Instrument No. 200509130189839, and all amendments and supplements thereto (the "Declaration"), all of the records of the Recorder's office of Franklin County, Ohio, and the provisions of Chapter 5312 of the Revised Code of Ohio, the Association has the power to levy and collect assessments from the owners of the lots in the subdivision, and has levied such assessments, and as a matter of contract, title and law is entitled to a lien against any lot or parcel in the subdivision whose owner is delinquent in the payment of duly levied assessments;

(3) Stephanie M. Miles and Jason J. Miles are the record owners of a lot or parcel of real property in Hayden Farms Subdivision consisting of the following described premises (the "Premises"):

Situated in the State of Ohio, County of Franklin, and in the City of Dublin:

Being Lot Number 216 of Resubdivision of part of Hayden Farms Section 1, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 107, Pages 24 and 25, Recorder's Office, Franklin County, Ohio.

Address: 5632 Cardin Boulevard, Dublin, Ohio 43016  
Deed Reference: Instrument No. 200910270154955  
Parcel No. 010-276964

(4) The Premises have become subject to charges of the Association duly levied pursuant to the authority of the Declaration described herein and the provisions of Chapter 5312 of the Revised Code of Ohio, and the Premises are subject to charges duly levied through October 3, 2012 in the amount of \$813.79, plus continuing interest, late fees, and collection costs, including reasonable attorneys' fees;

(5) These charges, consisting of unpaid assessments due through October 3, 2012, plus late fees and collection costs, have remained unpaid for a period of ten days or more and remain unpaid, and the same, plus additional collection costs of \$160.00, for the total amount of \$813.79; together with future assessments, late fees, collection costs and interest at the rate of the lesser of twelve percent (12%) per annum and the highest rate permitted by law, from and after ten (10) days from the date each installment payment became due, are a lawful, binding claim and continuing lien against the Premises;

(Continued next page)

-----  
This instrument prepared by Loveland & Brosius, LLC, Attorneys at law, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215-5917.

NOW THEREFORE, Hayden Farms Homeowners' Association, Inc. claims a lien against the Premises in the amount of \$813.79; together with interest as stated above until paid, plus all future unpaid assessments, plus future attorney fees and costs, over and above all legal setoffs, which amounts it claims are justly and truly owing to it.

HAYDEN FARMS HOMEOWNERS' ASSOCIATION, INC.

By Tamara Seitz  
Tamara Seitz, Authorized Agent/Manager

Sworn to before me and subscribed in my presence this 9 day of October, 2012.



SHERYL BURKE  
Notary Public, State of Ohio  
My Commission Expires 04-15-2016  
Sheryl Burke  
Notary Public

**CERTIFICATE OF SATISFACTION OF LIEN**

The lien created by the filing of the foregoing affidavit is hereby canceled and discharged, and the Recorder is authorized to discharge such lien of record.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

HAYDEN FARMS HOMEOWNERS' ASSOCIATION, INC.

By \_\_\_\_\_  
(Name) (Title)

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

201501130004871  
Pg: 2 \$32.00 T20150902341  
01/13/2015 1:35PM BXBROSIUS JOH  
Terry J. Brown  
Franklin County Recorder

201210110153202  
Pg: 2 \$28.00 T2012076701  
10/11/2012 5:00PM BXLOVELAND  
Daphne Hawk  
Franklin County Recorder

**AFFIDAVIT FOR LIEN**

STATE OF OHIO  
DELAWARE COUNTY, SS:

Hayden Farms Homeowners' Association, Inc., an Ohio corporation not-for-profit and an "owners association" under and pursuant to the provisions of Chapter 5312 of the Revised Code of Ohio, with a mailing address of c/o Real Property Management, Inc., 9054 Cotter Street, Lewis Center, Ohio 43035, ("Association"), by Tamara Seitz, its duly authorized agent/manager, being first duly cautioned and sworn, deposes and states as such authorized agent/manager, and on behalf of the Association that the following is true:

(1) That the Association is the duly constituted owners association of the owners of residential lots in Hayden Farms Subdivision, a planned community;

(2) Pursuant to the Restrictions and Covenants contained in the Declaration of Covenants, Easements, Conditions and Restrictions for Hayden Farms Subdivision recorded as Instrument No. 200509130189839, and all amendments and supplements thereto (the "Declaration"), all of the records of the Recorder's office of Franklin County, Ohio, and the provisions of Chapter 5312 of the Revised Code of Ohio, the Association has the power to levy and collect assessments from the owners of the lots in the subdivision, and has levied such assessments, and as a matter of contract, title and law is entitled to a lien against any lot or parcel in the subdivision whose owner is delinquent in the payment of duly levied assessments;

(3) Stephanie M. Miles and Jason J. Miles are the record owners of a lot or parcel of real property in Hayden Farms Subdivision consisting of the following described premises (the "Premises"):

Situated in the State of Ohio, County of Franklin, and in the City of Dublin:

Being Lot Number 216 of Resubdivision of part of Hayden Farms Section 1, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 107, Pages 24 and 25, Recorder's Office, Franklin County, Ohio.

Address: 5632 Cardin Boulevard, Dublin, Ohio 43016  
Deed Reference: Instrument No. 200910270154955  
Parcel No. 010-276964

(4) The Premises have become subject to charges of the Association duly levied pursuant to the authority of the Declaration described herein and the provisions of Chapter 5312 of the Revised Code of Ohio, and the Premises are subject to charges duly levied through October 3, 2012 in the amount of \$813.79, plus continuing interest, late fees, and collection costs, including reasonable attorneys' fees;

(5) These charges, consisting of unpaid assessments due through October 3, 2012, plus late fees and collection costs, have remained unpaid for a period of ten days or more and remain unpaid, and the same, plus additional collection costs of \$160.00, for the total amount of \$813.79; together with future assessments, late fees, collection costs and interest at the rate of the lesser of twelve percent (12%) per annum and the highest rate permitted by law, from and after ten (10) days from the date each installment payment became due, are a lawful, binding claim and continuing lien against the Premises;

(Continued next page)

This instrument prepared by Loveland & Brosius, LLC, Attorneys at law, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215-5917.



NOW THEREFORE, Hayden Farms Homeowners' Association, Inc. claims a lien against the Premises in the amount of \$813.79; together with interest as stated above until paid, plus all future unpaid assessments, plus future attorney fees and costs, over and above all legal setoffs, which amounts it claims are justly and truly owing to it.

HAYDEN FARMS HOMEOWNERS' ASSOCIATION, INC.

By Tamara Seitz  
Tamara Seitz, Authorized Agent/Manager

Sworn to before me and subscribed in my presence this 9 day of October, 2012.



Sheryl Burke  
Notary Public  
My Commission Expires 04-15-2016  
Notary Public

**CERTIFICATE OF SATISFACTION OF LIEN**

The lien created by the filing of the foregoing affidavit is hereby canceled and discharged, and the Recorder is authorized to discharge such lien of record.

Dated this 6<sup>th</sup> day of January, 2015.

HAYDEN FARMS HOMEOWNERS' ASSOCIATION, INC.

By Tamara Seitz, Mgr.  
(Name) (Title)

Sworn to before me and subscribed in my presence this 6<sup>th</sup> day of Jan, 2015.



Sandina S. Crnkovic  
Notary Public  
Recorded in  
Delaware County  
My Comm. Exp. 4/23/18  
Notary Public

# Exhibit 44

Franklin County Municipal Court Clerk Case Information - PDF	
HAYDEN FARMS HOMEOWNERS ASSOCIATION INC <i>Plaintiff</i>	Case No. 2014 CVF 014860  Status: CLOSED
Vs	Filed: 05/13/2014
MILES, STEPHANIE M <i>et al</i> <i>Defendant</i>	

Parties			
<b>1 Name</b>	HAYDEN FARMS HOMEOWNERS ASSOCIATION INC	<b>Type</b>	PLAINTIFF
<b>Address</b>	C/O REAL PROPERTY MANAGEMENT INC 5550 BLAZER PARKWAY STE 175		
<b>City</b>	DUBLIN	<b>State/Zip</b>	OH/43017
<b>2 Name</b>	MILES, STEPHANIE M	<b>Type</b>	DEFENDANT
<b>Address</b>	5632 CARDIN BLVD		
<b>City</b>	DUBLIN	<b>State/Zip</b>	OH/43016
<b>3 Name</b>	MILES, JASON J	<b>Type</b>	DEFENDANT
<b>Address</b>	5632 CARDIN BLVD		
<b>City</b>	DUBLIN	<b>State/Zip</b>	OH/43016

Attorneys			
<b>Name:</b>	HUBER, JENNIFER L	<b>Party Type:</b>	PLAINTIFF - PRIMARY ATTORNEY
<b>Address:</b>	1600 DUBLIN RD STE 100	<b>City/St/Zip:</b>	COLUMBUS, OH 43215

Disposition			
<u>Status</u>	<u>Status Date</u>	<u>Disposition Code</u>	<u>Disposition Date</u>
CLOSED	05/13/2014	DEFAULT JUDGMENTS	10/31/2014

Financial Summary				
<u>Docket Application</u>	<u>Amount Owed</u>	<u>Amount Paid</u>	<u>Amount Dismissed</u>	<u>Balance</u>
COST	\$136.00	\$136.00	\$0.00	\$0.00
<b>TOTAL:</b>	\$136.00	\$136.00	\$0.00	\$0.00

Receipts					
<u>Number</u>	<u>Cash Book</u>	<u>Received From</u>	<u>Status</u>	<u>Date</u>	<u>Total Amount</u>
14660551	CIVIL	MARTIN, KRISTEN L	FINAL	05/13/2014	\$120.00
14739144	CIVIL	HUBER, JENNIFER L	FINAL	11/12/2014	\$16.00

Events						
<u>Event</u>	<u>Date</u>	<u>Start</u>	<u>End</u>	<u>Judge</u>	<u>Ct.Rm.</u>	<u>Result</u>
JUDGMENT DEBTOR EXAM - JDJ	12/17/2014	10:30 AM	10:55 AM		11B	HEARING DATE CANCELLED

Docket		
<u>Date</u>	<u>Text</u>	<u>Amount Balance</u>

02/23/2015 **BATCH SCANNED CASE FILE (ONBASE)**  
 CIVIL BOX 665  
 MY

12/15/2014 **SATISFACTION OF JUDGMENT FILED**

12/15/2014 **ENTRY GRANTING MOTION FOR AN ORDER BY JUDGE**  
 ENTRY GRANTING MOTION TO CANCEL JUDGMENT DEBTOR EXAMINATION  
 ORDER BY JUDGE POLLITT

12/15/2014 **MOTION FOR / TO**  
 MOTION FOR CANCELLING THE JUDGMENT DEBTOR EXAMINATION  
 SCHEDULED FOR 12-17-14

12/05/2014 **BAILIFF RETURN FILED SHOWING SERVICE ON: AS TO:**  
 BAILIFF RETURN FILED SHOWING SERVICE ON: 12/2/14  
 AS TO: STEPHANIE M MILES

11/19/2014 **HEARING SCHEDULED, NOTICES PROCESSED - HS**  
 Event: JUDGMENT DEBTOR EXAM - JDX  
 AS TO STEPHANIE M AND JASON J MILES  
 Date: 12/17/2014 Time: 10:30 am  
 Judge: 11B Location: 11B LOCATED ON THE 11TH FLOOR

Result: HEARING DATE CANCELLED

11/19/2014 **IMAGE OF NOTICE OF COURT APPEARANCE**  
 NOTICE FOR COURT APPEARANCE - COURTAPP  
 Sent on: 11/19/2014 12:15:36.43

11/18/2014 **MOTION AND ORDER APPROVING SPECIAL PROCESS  
 SERVER PER JUDGE**  
 ENTRY APPROVING APPOINTMENT OF SPECIAL PROCESS SERVER PER JUDGE  
 HUMMER

11/12/2014 **MOTION AND ORDER APPROVING SPECIAL PROCESS  
 SERVER PER JUDGE**  
 MOTION FOR APPOINTMENT OF SPECIAL PROCESS SERVER

11/12/2014 **REQUEST FOR PROC SVR JUDGMENT DEBTOR EXAM** \$8.00 \$0.00  
 Receipt: 14739144 Date: 11/12/2014

11/12/2014 **REQUEST FOR PROC SVR JUDGMENT DEBTOR EXAM** \$8.00 \$0.00  
 Receipt: 14739144 Date: 11/12/2014

10/31/2014 **JUDGMENT INFORMATION:**

Judgment Amount: 1,703.62  
Judgment Total: 1,703.62

Terms: PLUS 3% PER ANNUM & COSTS

Judgment Type: DEFAULT JUDGMENT  
Judge: HAWKINS, DANIEL  
Judgment Date: 10/31/2014

Judgment For: HAYDEN FARMS HOMEOWNERS ASSOCIATION INC - PLAINTIFF

Judgment Against: MILES, JASON J - DEFENDANT

MILES, STEPHANIE M - DEFENDANT

Judgment Balance: 1,703.62  
Case Total: 1,703.62  
Case Balance: 1,703.62

10/29/2014 **MOTION FOR DEFAULT JUDGMENT FILED**

10/24/2014 **CHANGE/SUBSTITUTION OF COUNSEL FOR PLAINTIFF  
FILED**

06/09/2014 **ORDINARY MAIL CERTIFICATE OF MAILING DATED &  
FILED NEXT BUS. DAY**

Issue Date: 06/09/2014

Service: WAIVER FILED: CERTIFIED MAIL RETURNED REFUSED/UNCL

Method: ORDINARY MAIL

Cost Per: \$ 0.00

MILES, STEPHANIE M  
5632 CARDIN BLVD  
DUBLIN, OH 43016  
Tracking No: O000636826

MILES, JASON J  
5632 CARDIN BLVD  
DUBLIN, OH 43016  
Tracking No: O000636827

06/09/2014 **ORDINARY MAIL SERVICE ISSUED**

06/09/2014 **E CERTIFIED MAIL UNSUCCESSFUL**

Method : CERTIFIED MAIL  
Issued : 05/22/2014  
Service : ISSUE SVC FOR E OR F  
Served :  
Return : 06/06/2014  
On : MILES, JASON J  
Signed By :

Reason : E CERTIFIED MAIL UNSUCCESSFUL  
Comment : UNCLAIMED

Tracking # : C000950343

06/09/2014 **E CERTIFIED MAIL UNSUCCESSFUL**

Method : CERTIFIED MAIL  
Issued : 05/22/2014  
Service : ISSUE SVC FOR E OR F  
Served :  
Return : 06/06/2014  
On : MILES, STEPHANIE M  
Signed By :

Reason : E CERTIFIED MAIL UNSUCCESSFUL  
Comment : UNCLAIMED

Tracking # : C000950342

06/02/2014 **CHANGE/SUBSTITUTION OF COUNSEL FOR PLAINTIFF  
FILED**

05/22/2014 **CERTIFIED MAIL**

Issue Date: 05/22/2014  
Service: ISSUE SVC FOR E OR F  
Method: CERTIFIED MAIL  
Cost Per: \$ 0.00

MILES, STEPHANIE M  
5632 CARDIN BLVD  
DUBLIN, OH 43016  
Tracking No: C000950342

MILES, JASON J  
5632 CARDIN BLVD  
DUBLIN, OH 43016  
Tracking No: C000950343

05/22/2014 **SUMMONS ISSUED WITH COPY OF COMPLAINT**

05/13/2014 **IMAGE OF COMPLAINT**


05/13/2014 **COMPLAINT FOR CONTRACTS/NOTES/ACCOUNTS FILED** \$120.00 \$0.00

Receipt: 14660551 Date: 05/13/2014

**00116**

# Exhibit 45

f Stephanie Mingo Datek Home Create



## Stephanie Mingo

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Message

Timeline
About
Friends 1 Mutual
Photos
More

**DO YOU KNOW STEPHANIE?**

To see what she shares with friends, send her a friend request. Add Friend

1 Mutual Friend

**Intro**


Franklin County Municipal Court Environmental Division Judge

Lives in Westerville, Ohio

From Canton, Ohio

Followed by 38 people

**John T. Coats II** is with Stephanie Mingo. April 24 at 8:58 PM



6 1 Comment

Like Share

**Stephanie Mingo** Good seeing you and Ramona tonight, Pastor Coats! Like 1d 2

**Stephanie Mingo** updated her status. April 21 at 6:08 PM

This content isn't available right now

When this happens, it's usually because the owner only shared it with a small group of people, changed who can see it or it's been deleted.

Chat (53)

The image shows a screenshot of a Facebook post interface. At the top, there is a navigation bar with the Facebook logo, a search bar, and navigation links for 'Derek', 'Home', and 'Create'. Below the navigation bar, there are three main interaction options: 'Like', 'Comment', and 'Share'. The post content area displays five comments from users: Sheila Whitehead Evans, Sandra Perry, Lesa R. Safford, and Karin Scholl. Each comment includes the user's profile picture, their name, the text of their comment, and interaction options like 'Like' and 'Reply'. The fifth comment is a text input field with the placeholder 'Write a comment...' and icons for emojis, photos, videos, and GIFs. At the bottom of the interface, there is a 'Chat (53)' button and a settings gear icon.





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smmiles100

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23 posts

75 followers

542 following

Stephanie Mingo

Judge, Franklin County Municipal Court Environmental Division

This Account is Private

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to see their photos and videos.



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Reggie Reggie Fils-Aimé to be Bowser as Nintendo of America president

Peter Turk Monkeys star Peter Turk Washington Post

Suns 7,704 tweets

#ReynLearning

#GreysAnatomy 14K tweets

Bowser A man named Bowser Nintendo of America

#Gotham 16.6K tweets

delly

#octmchat

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**Clarence Mingo** @ClarenceMingo Follow

Specials thanks to the Columbus Rotary for hosting @mingomiles and @FraCoEngineerOH for a wonderful lunch and great conversation.

6:16 PM - 4 Feb 2019

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1 Retweet 13 Likes

Tweet your reply

**Cornell Robertson** @FraCoEngineerOH · Feb 4  
Replying to @ClarenceMingo  
Thank you for the call out my friend. Your presentation on being respectful was excellent & inspiring!

2 Likes

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OHIO POLITICS

# Ohio Gov. John Kasich's 20 Cabinet appointments so far lack diversity

Updated Jan 13, 2011;  
Posted Jan 13, 2011

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By Reginald Fields, The Plain Dealer



[View full size](#) **Plain Dealer graphic** From top left:

Deborah Ashenurst, adjutant general; Bob Blair, administrative services; Steve Buehrer, workers' compensation; Tom Charles, public safety; David Goodman, commerce; Orman Hall, alcohol and drug addiction services; Tim Keen, budget; Mark Kvamme, development; John Martin, developmental disabilities; Randy Meyer, inspector general; Tom Moe, veterans' services; Gary Mohr, prisons; Christine Money, youth services; David Mustine, natural resources; Scott Nally, EPA; Tracy Plouck, mental health; Lt. Gov. Mary Taylor, insurance; Joe Testa, taxation; Jerry Wray, transportation; Jim Zehringer, agriculture.

COLUMBUS, Ohio — Gov. John Kasich is on pace to be the first Ohio governor since 1962 to have an entire Cabinet without any racial diversity.

Every one of Kasich's 20 full-time agency director hires so far has been a white person. Four are women.

The Republican governor is unfazed by critics who charge that he is ignoring diversity in such important public positions. Kasich says he has a tough job, and he has the right to surround himself with whomever he wants to help him get his agenda accomplished.

---

"I don't look at things from the standpoint of any of these sort of metrics that people tend to focus on, race or age, or any of those things," Kasich told The Plain Dealer. "It's not the way I look at those things. I want the best possible team I can get, and hopefully we will be in a position that we are fully diverse as we go forward."

### Related stories

- Kasich's top staffers earn more than Strickland's, but overall budget less

"But I can't say I need to find somebody to fit this metric, not when I am trying to get a state that is in deep trouble out of trouble," he said.

The governor noted that he has hired the first woman to serve as an Ohio governor's chief of staff and only the second female adjutant general in the country. But he said he didn't hire them because they are women. He has considered some black candidates for Cabinet posts, but at least one he wanted to hire, he said, doesn't want to leave his current job.

Black and Hispanic leaders, however, say the governor's response on this issue is ringing hollow and that Kasich should make racial diversity a major priority in his hiring.



Kasich.

**Matt Sullivan, Special to The PD** Gov. John

"Absolutely unacceptable," said Joe Mas, a Columbus Democrat who is chairman of the Ohio Hispanic Coalition, who added that he hopes this is not indicative of how the new governor will treat Latinos.

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"It is too early to say that the governor has an agenda that is contrary to the Hispanic agenda," Mas said. "But at the same time, we have not heard anything that can even broadly be interpreted as an outreach to the Hispanic community. And that's reflective of his Cabinet."

Black leaders are equally troubled by the Cabinet's makeup.

"Sadly, I have to say that I am not surprised," said state Rep. Sandra Williams, a Cleveland Democrat and chair of the Ohio Legislative Black Caucus. "Just look at the Republican members of the legislature. Do you see any blacks? Do you see any minorities in there? On their campaigns you didn't see very many either."

"I would hope that Kasich would understand that this state is very diverse," Williams said. "African-Americans, as well as other minorities, make up a significant portion of the state's population and his cabinet, as well as his staff, should reflect that."

Kasich said, "I don't pay attention to my critics."

The last Ohio governor whose entire senior Cabinet did not feature a single person of color was Democrat Michael DiSalle, who left office after 1962 during the height of the Civil Rights era.

DiSalle was replaced by Republican Gov. Jim Rhodes, who hired William O. Walker, the first black person to be appointed to a state Cabinet post in the country. Walker, a former publisher of the Call & Post, was from Cleveland and led the Department of Industrial Relations, now known as the Department of Commerce.

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Since then, all seven governors across 12 terms of office -- Republicans and Democrats -- have had at least one person of color in their Cabinet.

When Kasich was officially sworn in Monday in the Ohio Senate chambers, a black man and woman were with the Cabinet members ushered into the room ahead of Kasich, and they appeared to take the oath of office he administered.



[View full size](#) State Rep. Sandra Williams

A Kasich spokesman later identified the black man as Michael Colbert, who is expected to be named interim director of the Department of Job and Family Services. The woman was identified as Stephanie Mingo Miles, a volunteer for the swearing-in event. It is not clear why Miles walked in with the Cabinet leaders.

Colbert, who was the chief fiscal officer at JFS, could last fewer than three months in the interim position unless Kasich gives him the job permanently. His status does not make him a permanent member of the Cabinet. And his position has not been formally announced, which has been the case for the full-time Cabinet members who each have received a news conference hosted by the governor.

Kasich still has three Cabinet appointments to make -- for the lottery, aging and health departments. The governor has scheduled a news conference for today to announce more picks.

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It is not unusual for a governor to take office while still hiring his Cabinet.

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Document: McLaughlin v. Cuyahoga County Bd. of Elections, 156 Ohio ...

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**McLaughlin v. Cuyahoga County Bd. of Elections, 156 Ohio App. 3d  
98**

**Copy Citation**

Court of Appeals of Ohio, Eighth Appellate District, Cuyahoga County

February 2, 2004, Date of Announcement of Decision

No. 84133

**Reporter**

**156 Ohio App. 3d 98** \* | 2004-Ohio-492 \*\* | 804 N.E.2d 1004 \*\*\* | 2004 Ohio App. LEXIS 457 \*\*\*\*

LYNN ANN McLAUGHLIN, Relator vs. CUYAHOGA COUNTY BOARD OF ELECTIONS, Respondent

**Prior History:** [\*\*\*\*1] CHARACTER OF PROCEEDING: PETITION FOR WRIT OF MANDAMUS.

**Disposition:** WRIT DENIED.

**Core Terms**

---

declaration of candidacy, maiden name, writ of mandamus, election, candidate, protest

**Case Summary**

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**Procedural Posture**

Relator candidate sought a writ of mandamus requiring respondent Cuyahoga County Board of Elections to place her name on the Democratic primary ballot for the election to be held on March 2, 2004. The candidate sought summary judgment.

**00126**



## Overview

The county election board did not abuse its discretion in finding that, under Ohio Rev. Code Ann. § 3513.06, the candidate improperly completed the Declaration of Candidacy by employing only her maiden name. Exhibits attached to the motion for summary judgment and the affidavit attached to the motion for summary judgment clearly demonstrated that the candidate abandoned sole use of her maiden name upon marriage in 1999. The candidate had abandoned the sole use of her maiden name and employed a variant of her married name for the purpose of identification since her marriage in 1999. The appellate court could only conclude that the candidate decided to run as a candidate under her maiden name, in order to avoid an unfavorable result or to secure an advantage by the use of her maiden name. Such a purpose was precisely what Ohio Rev. Code Ann. § 3513.06 clearly sought to prevent. Thus, the board did not abuse its discretion.

## Outcome


The court declined to issue the writ of mandamus or an alternative writ of mandamus. Summary judgment was denied. It was further ordered that the Clerk of the Eighth District Court of Appeals serve upon all parties notice of the judgment and date of entry pursuant.

## ▼ LexisNexis® Headnotes

Civil Procedure > ... > Writs ▼ > Common Law Writs ▼ > Mandamus ▼

Civil Procedure > Remedies ▼ > Writs ▼ > General Overview ▼

### **HN1** Common Law Writs, Mandamus

A complaint for a writ of mandamus is subject to summary dismissal where it is improperly captioned. A complaint for a writ of mandamus must be brought in the name of the State, on relation of the person applying under Ohio Rev. Code Ann. § 2731.04.  More like this Headnote


*Shepardize* - Narrow by this Headnote

Administrative Law >  Judicial Review ▼ > Remedies ▼ > Mandamus ▼

Civil Procedure > ... > Writs ▼ > Common Law Writs ▼ > Mandamus ▼


Civil Procedure > Remedies ▼ > Writs ▼ > General Overview ▼

### **HN2** Remedies, Mandamus

In order for a court to grant a writ of mandamus, the relator must demonstrate that: 1) she possesses a clear legal right to the relief prayed for; 2) the government body at issue possesses a clear legal duty to perform the act requested; and 3) the relator possesses no plain and adequate remedy in the ordinary course of the law.  More like this Headnote

**00127**


*Shepardize* - Narrow by this Headnote

Administrative Law >  Judicial Review ▼ > Standards of Review ▼ > Abuse of Discretion ▼

Governments > Local Governments ▼ > Elections ▼

Governments > State & Territorial Governments ▼ > Elections ▼


**HN3**  **Standards of Review, Abuse of Discretion**

It must also be noted that a decision of a board of elections must be scrutinized by a court only to ascertain whether it is tainted with fraud or corruption or resulted from an abuse of discretion or a clear disregard of the applicable law.  More like this Headnote

*Shepardize* - Narrow by this Headnote

Governments > Local Governments ▼ > Elections ▼

**HN4**  **Local Governments, Elections**


See Ohio Rev. Code Ann. § 3513.06.  More like this Headnote

*Shepardize* - Narrow by this Headnote

Civil Procedure > ... > Summary Judgment ▼ > Opposing Materials ▼ > General Overview ▼

Governments > Local Governments ▼ > Elections ▼

**HN5**  **Summary Judgment, Opposing Materials**

Candidates shall be prevented from changing their names to another in order to avoid an unfavorable result in the use of the abandoned name or to secure an advantage by the use of the abandoned name.  More like this Headnote

*Shepardize* - Narrow by this Headnote

**Counsel:** For Relator: KENNETH J. FISHER ▼, Kenneth J. Fisher Co., LPA ▼, Cleveland, Ohio.

For Respondent: WILLIAM D. MASON ▼, Cuyahoga County Prosecutor, RENO J. ORADINI, JR., Assistant Prosecuting Attorney, Cleveland, Ohio.

**Judges:** COLLEEN CONWAY COONEY ▼ and DIANE KARPINSKI ▼, JJ., concur. ANNE L. KILBANE ▼, JUDGE.

**Opinion by:** ANNE L. KILBANE

**00128**


## Opinion

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[\*\*\*1005] [\*99] ORIGINAL ACTION

### JOURNAL ENTRY AND OPINION

ANNE L. KILBANE ▼, J.

[\*\*P1] Lynn Ann McLaughlin ("McLaughlin"), the relator, seeks a writ of mandamus requiring the Cuyahoga County Board of Elections ("Board"), the respondent, to place her name on the Democratic primary ballot for the election to be held on March 2, 2004. After reviewing the briefs filed by the parties, the exhibits attached to the briefs, and the transcript of proceedings conducted before the Board on January 17, 2004, we decline to issue the writ of mandamus. 

[\*\*P2] [\*\*\*\*2] [\*100] On December 18, 2003, McLaughlin filed her Declaration of Candidacy for the office of Judge of the Eighth District Court of Appeals, full term commencing January 3, 2005. The Declaration of Candidacy identified the candidate as "Lynn Ann McLaughlin" and she endorsed it as "Lynn Ann McLaughlin." On January 12, 2004, a protest to her candidacy was filed by Jerome E Moff, a registered voter. The protest challenged the name on the Declaration of Candidacy because McLaughlin employed only her maiden name. On January 17, 2004, a hearing on the protest was conducted before the Board. McLaughlin submitted evidence to demonstrate her use of the name "Lynn McLaughlin Murray." Tr. 11-13. She admitted that she is generally known in the community as Lynn McLaughlin Murray and could not think of any circles in which she uses McLaughlin exclusively. Tr. 18, 23. The Board ruled that McLaughlin's Declaration of Candidacy was invalid and that her name should be removed from the Democratic primary ballot.

[\*\*P3] On January 27, 2004, McLaughlin filed her complaint for a writ of mandamus, application for alternative writ of mandamus, and motion for summary judgment. On January 29, 2004, the [\*\*\*\*3] Board filed its brief in opposition and McLaughlin filed a reply brief.

[\*\*P4] **HN2** In order for this court to grant a writ of mandamus, McLaughlin must demonstrate that: 1) she possesses a [\*\*\*1006] clear legal right to the relief prayed for; 2) the Board possesses a clear legal duty to perform the act requested; and 3) she possesses no plain and adequate remedy in the ordinary course of the law. *State ex rel. Berger v. McMonagle* (1983), 6 Ohio St.3d 28, 6 Ohio B. 50, 451 N.E.2d 225. **HN3** It must also be noted that a decision of a board of elections must be scrutinized "by this court only to ascertain whether it is tainted with fraud or corruption or resulted from an abuse of discretion or a clear disregard of the applicable law." *State ex rel. Morrison v. Bd. of Elections* (1980), 63 Ohio St.2d 336, 339, 410 N.E.2d 764, citing *Sullivan v. State* (1932), 125 Ohio St. 387, 181 N.E. 805.

[\*\*P5] The issue before this court is whether the Board abused its discretion in finding that McLaughlin improperly completed the Declaration of Candidacy by employing only her maiden name. R.C. 3513.06, captioned "Effect of change of name [\*\*\*\*4] on declaration of candidacy," provides in pertinent part that:

**HN4** "If any person desiring to become a candidate for public office has had a change of name within five years immediately preceding the filing of the [\*101] person's declaration of candidacy, the person's declaration of candidacy and petition shall contain, immediately following the person's present name, the person's former name. \* \* \* This section does not apply to a change of name by reason of marriage \* \* \*."

[\*\*P6] The marriage exemption as contained in R.C. 3513.06 is not applicable to the facts presented herein. McLaughlin did not execute her Declaration of Candidacy under her married name, which is Lynn A. Murray. Had she executed the Declaration of Candidacy under the name of Lynn A. Murray, the exemption under R.C. 3513.06 would not have required the inclusion of her maiden name.

[\*\*P7] In determining whether McLaughlin was permitted to employ solely her maiden name when she executed the Declaration of Candidacy, we are guided by the principle that **HN5** candidates shall be prevented from changing their names "to another in order to avoid an unfavorable [\*\*\*\*5] result in the use of the abandoned name or to secure an advantage by the use of the abandoned name." *Pierce v. Brushart* (1950), 153 Ohio St.372, 379, 92 N.E.2d 4. See, also, *State ex rel. Green v. Casey* (1990), 51 Ohio St.3d 83, 554 N.E.2d 1288; *State ex rel. Morrison*, supra. In the case at bar, the exhibits attached to McLaughlin's motion for summary judgment and the affidavit attached to the motion for summary judgment clearly demonstrate that she has abandoned sole use of her maiden name upon marriage to Glenn J. Murray in 1999. In these documents, the evidence shows the following: (1) her maiden name was McLaughlin; (2) she was married to Glenn J. Murray in 1999 and has since employed the names of Lynn Ann Murray, Lynn A. Murray, and Lynn McLaughlin Murray; (3) McLaughlin is registered as an attorney with the Supreme Court of Ohio as Lynn A. Murray; (4) in her position of employment as a Magistrate with the Clevel and Municipal Court, she is identified as Lynn McLaughlin Murray; (5) her compensation as a Magistrate with the Clevel and Municipal Court is addressed to Lynn McLaughlin-

00129

Murray; (6) on October 10, 2000, McLaughlin completed [\*\*\*\*6] a change of name form with the Board and identified herself as Lynn McLaughlin Murray; and (7) on August 10, 2001, McLaughlin completed a change of address form with the Board and identified herself as Lynn A. Murray.

[\*\*P8] In addition, the transcript of the proceedings conducted before the Board on [\*\*\*1007] January 17, 2004, with regard to the protest filed by Jerome Emoff, demonstrates that McLaughlin decided to use only her maiden name as a candidate, because of the political advantage that she would gain :

**"MS. MURRAY: \*\*\***

**I have used the 'Lynn McLaughlin Murray' name in my professional life. I made a decision to run under 'Lynn Ann McLaughlin' because I felt that at the [\*102] time on the - - for the judgeship that I was running for, it was a better choice for me.**

**But I could have easily chosen to run under "Lynn McLaughlin Murray.**

**MR. SYNENBERG: Why was it a better choice for you?**

**MS. MURRAY: I hate to be political, but in this jurisdiction it makes a difference if you have a 'Mc' name.**

**CHAIRMAN COYNE: Did you say a nickname or 'Mc' name?**

**MS. MURRAY: Mc. 'McLaughlin' is a little better. It was a close call. And I have to be honest with you, it was like [\*\*\*\*7] I had to talk to my husband about it like if he was going to be okay with it.**

**He knows I use 'Lynn McLaughlin Murray' professionally, on my badge at work. That is how I answer my telephone. That is how I am addressed in court when I open the court, I am on the bench. And that is the name I have held out to the public on all official documents." (Tr. 12-13.)**

[\*\*P9] McLaughlin has abandoned the sole use of her maiden name and has employed a variant of Lynn McLaughlin Murray for the purpose of identification since her marriage in 1999. From her own testimony, we can only conclude that McLaughlin has decided to run as a candidate under her maiden name, in order to "avoid an unfavorable result or to secure an advantage" by the use of her maiden name. We are controlled by the principle the Supreme Court enumerated in *Pierce v. Brushart*, *supra*, which defined such a purpose as precisely what the statute clearly sought to prevent. Thus, we hold that the Board did not abuse its discretion in upholding the protest filed by Jerome Emoff.

[\*\*P10] Accordingly, we decline to issue the writ of mandamus or an alternative writ of mandamus. In addition, we deny McLaughlin's [\*\*\*\*8] motion for summary judgment. Costs to McLaughlin. It is further ordered that the Clerk of the Eighth District Court of Appeals shall serve upon all parties notice of this judgment and date of entry pursuant to Civ.R. 58(B).

[\*\*P11] The writ is denied.

Writ denied.

**00130**

COLLEEN CONWAY COONEY ▼ and DIANE KARPINSKI ▼, JJ., concur.

ANNE L. KILBANE ▼

JUDGE

### Footnotes

**17**

**HNI** McLaughlin's complaint for a writ of mandamus is subject to summary dismissal since it is improperly captioned. A complaint for a writ of mandamus must be brought in the name of the state, on relation of the person applying. R.C. 2731.04; *Maloney v. Court of Common Pleas of Allen Cty.* (1962), 173 Ohio St. 226, 181 N.E.2d 270; *Dunning v. Cleary* (Jan. 11, 2001), Cuyahoga App. No. 78763, 2001 Ohio App. LEXIS 79. This court, however, will ignore this procedural defect and proceed to a substantive disposition of McLaughlin's complaint for a writ of mandamus in light of the sanctity of the election process and the impending primary election which is to be conducted on March 2, 2004.

**Content Type:** Cases

**Terms:** McLaughlin v. Cuyahoga County Bd. of Elections, 156 Ohio App. 3d 98

**Narrow By:** -None-

**Date and Time:** May 02, 2019 11:10:35 a.m. EDT



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**00131**

Document: State ex rel. Martinez v. Cuyahoga Cty. Bd. of Elections, 200...

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**State ex rel. Martinez v. Cuyahoga Cty. Bd. of Elections, 2006-Ohio-1665**

**Copy Citation**

Court of Appeals of Ohio, Eighth Appellate District, Cuyahoga County

March 27, 2006, Date Of Journalization

No. 87880

**Reporter**

**2006-Ohio-1665** \* | 2006 Ohio App. LEXIS 1556 \*\*

STATE OF OHIO, EX REL., JENNIFER MARTINEZ, ET AL., Relators vs. THE CUYAHOGA COUNTY BOARD OF ELECTIONS, Respondent

**Disposition:** [\*\*1] Writ Denied. Motion No. 382410, 382384, and 382101. Order No. 382468.

**Core Terms**

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protest, Elections, mandamus, declaration of candidacy, mail, name change, stamp, pick

**Case Summary**

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**Procedural Posture**

Relator, a potential candidate for a juvenile court judge position, filed an action in mandamus, seeking to compel respondent county board of elections to place her name on a particular political party primary ballot.

**Overview**

**00132**

After the candidate filed her declaration of candidacy and petition as a candidate for the judge position, a protest was filed. A hearing was held by the board, which determined that the protest was timely. The protest was upheld on the ground that the candidate's name on the declaration of candidacy was not her actual name. The candidate filed her mandamus action, and she was ordered to file transcripts from the board's hearings. The parties filed motions for summary judgment. The court found that the protest had been delivered to the board in a timely manner, but that it was not picked up and date-stamped until after the deadline pursuant to Ohio Rev. Code Ann. § 3513.05. However, as the issue of what constituted "filing" was not clear, the candidate did not meet her burden of showing that the board clearly disregarded applicable law on that issue, and the protest was not deemed untimely. Further, the marriage exemption under Ohio Rev. Code Ann. § 3513.06 did not apply because the candidate used her maiden name. She failed to show that she had a clear legal right to relief, as she had not solely used her maiden name on all legal documentation. Rather, she used both names.

### Outcome

The court granted the board's motion for summary judgment, denied summary judgment to the candidate, and denied the request for the writ.

### ▼ LexisNexis® Headnotes

Civil Procedure > ... > Writs ▼ > Common Law Writs ▼ > Mandamus ▼

#### **HN1** Common Law Writs, Mandamus

The fundamental criteria for issuing a writ of mandamus are well-established. In order to be entitled to a writ of mandamus, a relator must show (1) that he has a clear legal right to the relief prayed for, (2) that respondents are under a clear legal duty to perform the acts, and (3) that relator has no plain and adequate remedy in the ordinary course of the law. Of course, all three of these requirements must be met in order for mandamus to lie. 🔍 More like this Headnote

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Administrative Law > 📄 Judicial Review ▼ > Standards of Review ▼ > General Overview ▼


Civil Procedure > ... > Writs ▼ > Common Law Writs ▼ > Mandamus ▼

Governments > Local Governments ▼ > Elections ▼

#### **HN2** Judicial Review, Standards of Review

A decision of a board of elections must be scrutinized by a court in a mandamus action only to


**00133**

ascertain whether it is tainted with fraud or corruption or resulted from an abuse of discretion or a clear disregard of the applicable law.  More like this Headnote

*Shepardize* - Narrow by this Headnote

Governments > Local Governments ▼ > Elections ▼


**HN3**  **Local Governments, Elections**

See Ohio Rev. Code Ann. § 3513.05.  More like this Headnote

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Governments > Local Governments ▼ > Elections ▼


**HN4**  **Local Governments, Elections**

A county board of elections lacks the authority to uphold an untimely protest.  More like this Headnote

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Civil Procedure > Pleading & Practice ▼ > Motion Practice ▼ > Time Limitations ▼

**HN5**  **Motion Practice, Time Limitations**

Ultimately, a party seeking relief has the duty to present a request for relief in a timely manner.  More like this Headnote


*Shepardize* - Narrow by this Headnote

Civil Procedure > Pleading & Practice ▼ > Motion Practice ▼ > Time Limitations ▼

Evidence > Inferences & Presumptions ▼ >  Presumptions ▼ > Rebuttal of Presumptions ▼

Governments > Courts ▼ > Clerks of Court ▼

**HN6**  **Motion Practice, Time Limitations**

Certainly, imprinting a formal date stamp is the "regular way" of filing for courts and most administrative bodies. Yet, some authority suggests that circumstances can supersede the date stamp. The Ohio Revised Code requires a clerk to endorse the date of filing on each document filed in a case, and the file-stamped date is presumed to reflect the actual date of filing. However, that presumption can be refuted by evidence showing that the clerk received the document on a different date.  More like this Headnote

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Governments > State & Territorial Governments ▼ > Elections ▼

**00134**




**HN7**  **Local Governments, Elections**

Pursuant to Ohio Rev. Code Ann. § 3513.06, if any person desiring to become a candidate for public office has had a change of name within five years immediately preceding the filing of the person's declaration of candidacy, the person's declaration of candidacy and petition shall contain, immediately following the person's present name, the person's former name. Section 3513.06 does not apply to a change of name by reason of marriage.  More like this Headnote

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Governments > Local Governments ▼ > Elections ▼

**HN8**  **Local Governments, Elections**

Any mistaken advice by a county board of elections or its staff does not estop the board from applying the law. To hold otherwise would permit the advice of representatives of the board or the board itself to take precedence over the enacted law of the Ohio General Assembly.  More like this Headnote

*Shepardize* - Narrow by this Headnote

**Counsel:** For Relators: SANTIAGO FELICIANO, JR. ▼, The Hanna Building, Cleveland, Ohio.

For Respondent: WILLIAM D. MASON ▼, Cuyahoga County Prosecutor, BY: RENO J. ORADINI, JR., Assistant County Prosecutor, Cleveland, Ohio.

**Judges:** SEAN C. GALLAGHER ▼, PRESIDING JUDGE. MARY EILEEN KILBANE ▼, J., CONCURS. PATRICIA A. BLACKMON ▼, J., CONCURS.

**Opinion by:** SEAN C. GALLAGHER

## Opinion

---

ORIGINAL ACTION JOURNAL ENTRY AND OPINION

WRIT OF MANDAMUS

JUDGE SEAN C. GALLAGHER ▼:

**[\*P1]** Relator Jennifer Martinez filed a declaration of candidacy and petition as a candidate in the democratic party's May 2, 2006 primary election for the office of judge of the juvenile court, full term commencing January 3, 2007. Henry J. Hilow filed a protest to Martinez' candidacy.

**[\*P2]** Respondent the Cuyahoga County Board of Elections ("Board") held a hearing on March 6, 2006, determined that the filing of the protest was timely and granted Martinez' request for a continuance of the Board's hearing on the merits of the protest. The Board reconvened on March 13, 2006 and upheld the protest on the ground that the name "Jennifer Martinez" on Martinez' declaration **[\*\*2]** of candidacy was not her actual name of "Jennifer Atzberger."

**[\*P3]** On March 13, 2006, Martinez filed this action in mandamus and filed an amended complaint on March 14, 2006. Martinez requests that this court issue a writ of mandamus compelling the Board to place her name on the May 2, 2006 democratic primary ballot. This court ordered Martinez to file transcripts of the Board's hearings by March 20, 2006 and granted respondent's motion for extension of time to respond to the complaint. On March 23, 2006, respondent filed an answer to the complaint as well as a brief in opposition to relator's brief in support for writ of mandamus and motion for summary

**00135**

judgment. On March 24, 2006, relator filed a supplemental motion in support of petition for writ of mandamus, which we will treat as relator's motion for summary judgment.

**[\*P4]** *HN1* The fundamental criteria for issuing a writ of mandamus are well-established:

"In order to be entitled to a writ of mandamus, relator must show (1) that he has a clear legal right to the relief prayed for, (2) that respondents are under a clear legal duty to perform the acts, and (3) that relator has no plain and adequate remedy in the ordinary *[\*\*3]* course of the law. *State, ex rel. National City Bank v. Bd. of Education* (1977), 52 Ohio St. 2d 81, 369 N.E.2d 1200."

*State ex rel. Harris v. Rhodes* (1978), 54 Ohio St. 2d 41, 42, 374 N.E.2d 641. Of course, all three of these requirements must be met in order for mandamus to lie.

"It must also be noted that *HN2* a decision of a board of elections must be scrutinized "by this court only to ascertain whether it is tainted with fraud or corruption or resulted from an abuse of discretion or a clear disregard of the applicable law." *State ex rel. Morrison v. Bd. of Elections* (1980), 63 Ohio St.2d 336, 339, 410 N.E.2d 764, citing *Sullivan v. State* (1932), 125 Ohio St. 387, 181 N.E. 805."

***McLaughlin v. Cuyahoga Cty. Bd. of Elections*, 156 Ohio App.3d 98, 2004 Ohio 492, at P4, 804 N.E.2d 1004.**

**[\*P5]** Initially, Martinez challenges the Board's determination that the protest was filed timely. R.C. 3513.05 provides, in part: *HN3* "The protest shall be in writing, and shall be filed not later than four p.m. of the sixty-fourth day before the day of the primary election *[\*\*4]* \*\*\*." (Emphasis added.) It is undisputed that the protest was time and date-stamped at 4:33 p.m. on February 27, 2006, the sixty-fourth day before the day of the primary election. The transcript of the March 6 hearing before the Board reflects the following colloquy between the Board chair and a Board employee, Shantiel Hawkins, after Ms. Hawkins was sworn in as a witness.

MS. HAWKINS: I received a phone call from Paul Oles down at the front desk at approximately 3:45 on Monday [February 27] afternoon stating that there was mail to be picked up from the front desk. I did not go down until the end of the day at 4:30 to pick it up. I was unaware it was a protest.

MR. CHAIRMAN: But that is -- Let me ask you this, Shantiel, did you, in fact pick it up and that was the protest --

MS HAWKINS: Yes, I did.

THE CHAIRMAN: -- of Mr. Hilow?

MS. HAWKINS: I opened it up, and I noticed it was a protest, an I time stamped it in, and I walked it up at 4:33, and I immediately put a note on it saying Paul called at 3:45, he said you had mail, but I couldn't leave the desk at that time. We did not go down and pick up the mail at that point. I was unaware of it.

THE CHAIRMAN: Was that the *[\*\*5]* only piece of mail that you picked up?

MS. HAWKINS: Yes.

THE CHAIRMAN: That day?

MS. HAWKINS: Yes, it was.

**[\*P6]** In *State ex rel. Harbarger v. Cuyahoga Cty. Bd. of Elections*, 75 Ohio St.3d 44, 1996 Ohio 254, 661 N.E.2d 699, the protestor filed the protest on February 8 when the deadline was January 30. Prior to the Board's hearing, candidates whose candidacies were the subject of the protest filed an action in prohibition against the Board to prevent the Board from holding a hearing on the protest. Because the protest filing was late, the Supreme Court held that the Board lacked the authority to hear the protest and issued a writ of prohibition to prevent the Board from holding a hearing on the protest.

**[\*P7]** Clearly, *HN4* the Board lacks the authority to uphold an untimely protest. As a result, we must first consider whether the protest of Martinez' candidacy was filed timely.

**[\*P8]** Regrettably, first the Board and now this court must confront the issue of "what constitutes filing?" The record reflects that the protestor submitted the protest by mail which was received on the last day for filing a protest. Experienced counsel would have to be aware *[\*\*6]* that delivery by mail so

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close to a deadline could prevent any consideration of the merits. Additionally, the testimony before the Board does not reflect well on the Board's procedures. Although we acknowledge that, **HNS** ultimately, a party seeking relief has the duty to present a request for relief in a timely manner, Board staff could easily have processed this correspondence prior to the deadline for filing. Prompt action would have eliminated any need for the Board and this court to address the issue of "what constitutes filing?"

**[\*P9]** Unfortunately, neither the parties nor this court has been able to identify any controlling authority which answers this question in the context of a filing at a board of elections. Compare Sup.R. 26.02(B)(2) ("Upon the filing of any paper or electronic entry permitted by the court of appeals, a stamp or entry shall be placed on the paper of electronic entry to indicate the day, month, and year of filing."). In the context of considering what constitutes "filing" for purposes of considering an appeal from a conviction for making false allegations of a peace officer's misconduct in violation of R.C. 2921.15 **[\*\*7]**, the Ninth District Court of Appeals observed: "Webster's Revised Unabridged Dictionary (1913) 559, defines 'file' as: 'To bring before a court or legislative body by presenting proper papers in a regular way[.]'" *Akron v. Davenport*, Summit App. No. 21552, 2004 Ohio 435, at P17.

**[\*P10]** **HN6** Certainly, imprinting a formal date stamp is the "regular way" of filing for courts and most administrative bodies. Yet, as respondent observes, some authority suggests that circumstances can supersede the date stamp.

"The Ohio Revised Code requires the clerk to endorse the date of filing on each document filed in a case, and the file-stamped date is presumed to reflect the actual date of filing. *Ins. Co. of N. Am. [v. Reese Refrig.* (1993)], 89 Ohio App. 3d 787 at 790-791, 627 N.E.2d 637. However, that presumption can be refuted by evidence showing that the clerk received the document on a different date. *Kloos v. Ohio Dept. of Rehab. & Corr.*, (May 3, 1988), Franklin App. No. 87AP-1215, 1988 Ohio App. LEXIS 1744" unreported.

*Rhoades v. Harris* (1999), 135 Ohio App.3d 555, 557, 735 N.E.2d 6 [First Dist.]. Compare **[\*\*8]** *Capital Mgt. Ltd. v. Cleveland*, Cuyahoga App. No. 81980, 2003 Ohio 4055, and *Berea Music v. City of Berea*, Cuyahoga App. No. 80897, 2002 Ohio 6639 ("filed" means "actual delivery" of notice of appeal to administrative agency under R.C. 2505.04).

**[\*P11]** In this original action in mandamus, Martinez has the burden of demonstrating that she has a clear legal right to relief and that respondent has a clear legal duty to provide that relief. (Respondent has correctly admitted that Martinez does not have an adequate remedy in the ordinary course of the law.) In order to be entitled to relief, she must demonstrate that the Board's decision was "tainted with fraud or corruption or resulted from an abuse of discretion or a clear disregard of the applicable law." **McLaughlin, supra**. We cannot conclude that the Board clearly disregarded applicable law because Martinez has not demonstrated any controlling legal authority which required the Board to conclude that the filing of the protest was untimely. Additionally, we specifically reject Martinez' argument that the Board -- by considering testimony from one of its **[\*\*9]** employees -- tainted the process with fraud or corruption and abused its discretion. The witness, Shantiel Hawkins, was sworn and testified factually. Furthermore, the record does not reflect any effort to cross-examine this witness.

**[\*P12]** As a consequence, we must reluctantly conclude that Martinez may not maintain her claim that she is entitled to relief in mandamus because the protest was filed untimely. We do not, however, intend to suggest that we approve of either the protestor's use of the mail to tender the protest on the last day protests could be filed or the Board staff's failure to affix a date-and-time stamp on the protest prior to 4:00 p.m. on February 27, 2006. Our holding with regard to the timeliness of the protest is limited to the peculiar and lamentable facts presented in this case.

**[\*P13]** Martinez also asserts that the Board incorrectly concluded that she improperly completed her Declaration of Candidacy by using the name "Jennifer Martinez." Specifically, the protest asserts that her name should have included "Atzberger," which is her married name. The evidence of her use of her name includes:

1.	A deed and mortgage	Jennifer Atzberger
2.	Attorney registration	Jennifer Nicole Atzberger
3.	Attorney registration	Jennifer Nicole Martinez Atzberger
4.	County payroll	Jennifer M.

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		Atzberger
5.	Bd. of Elections Change of Name (1/31/06)	from Jennifer M. Atzberger to Jennifer Martinez
6.	Birth Certificate	Jennifer Nicole Martinez
7.	Social Security Card	Jennifer N. Martinez
8.	Cleveland State University I.D. card	Jennifer N. Martinez
9.	Cleveland State University transcript	Jennifer Nicole Martinez
10.	Marriage License	Jennifer N. Martinez
11.	Supreme Court of Ohio Attorney I.D.	Jennifer Nicole Martinez Atzberger
12.	Vehicle Registration	Jennifer N. Martinez
13.	Court Filing	Jennifer Martinez Atzberger
14.	Credit Card and statement	Jennifer Martinez
15.	U.S. Passport	Jennifer Nicole Martinez
16.	Correspondence	Jennifer N. Martinez
17.	Driver's license	Jennifer M. Atzberger
18.	Business Card	Jennifer Martinez Atzberger
19.	Part petitions for the 1/3/2007 term	Jennifer Martinez

**[\*P14]** [\*\*10] As was the case in *McLaughlin, supra*, "the issue before this court is whether the Board abused its discretion in finding that [relator] improperly completed the Declaration of Candidacy by employing only her maiden name." Similarly, R.C. 3513.06 is controlling in this case as it was in *McLaughlin*.

**HN74** "If any person desiring to become a candidate for public office has had a change of name within five years immediately preceding the filing of the person's declaration of candidacy, the person's declaration of candidacy and petition shall contain, immediately following the person's present name, the person's former name. \* \* \* This section does not apply to a change of name by reason of marriage \* \* \*."

**[\*P15]** We also note as the *McLaughlin* court did that the marriage exemption does not apply in this case. Rather, had Martinez completed her Declaration of Candidacy using her married name she would not have been required to use her maiden name.

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**[\*P16]** What is dispositive in this action, however, is that Martinez circulated the part petitions using the name "Jennifer Martinez" on various dates from January 9, 2006 through **[\*\*11]** at least January 28, 2006. Martinez did not, however, submit her change of name form to the Board until January 31, 2006. That is, in the Declaration of Candidacy she declares that she, "Jennifer Martinez," is a qualified elector. Yet, at that very time, her name as an elector was "Jennifer M. Atzberger."

**[\*P17]** Although Martinez argues that she was given inaccurate information by Board staff regarding the timing and significance of her submitting the change of name form, **HNS** any mistaken advice by the board of elections or its staff does not estop the Board from applying the law. "To hold otherwise would permit the advice of representatives of the Board or the Board itself to take precedence over the enacted law of the General Assembly." *State ex rel. Donegan v. Cuyahoga Cty. Bd. of Elections* (2000), 136 Ohio App.3d 589, 595, 737 N.E.2d 545. See also *State ex rel. Cooker Restaurant Corp. v. Montgomery Cty. Bd. of Elections* (1997), 80 Ohio St. 3d 302, 307, 1997 Ohio 315, 686 N.E.2d 238.

**[\*P18]** During the March 13 hearing, Martinez stated to the Board: "I've gone by Jennifer Martinez my whole life." The evidence presented to the Board and through **[\*\*12]** the parties' motions to this court suggests a much less clear use of her name. Once again, it is Martinez' burden to demonstrate that she has a *clear* legal right to relief and that the Board has a *clear* legal duty to permit her name to remain on the May 2, 2006 ballot. The record in this case, however, is -- at most -- less than clear that Martinez has solely used her maiden name of "Jennifer Martinez." Rather, as was the case in **McLaughlin, supra**, the evidence is very clear "that she has abandoned sole use of her maiden name upon marriage \*\*\*." **Id. at P7.**

**[\*P19]** Accordingly, we grant respondent's motion for summary judgment and deny relator's converted motion for summary judgment. Relator to pay costs. The clerk is directed to serve upon the parties notice of this judgment and its date of entry upon the journal. Civ.R. 58(B).

Writ denied.

SEAN C. GALLAGHER ▼

PRESIDING JUDGE

MARY EILEEN KILBANE ▼, J., CONCURS

PATRICIA A. BLACKMON ▼, J., CONCURS

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**00139**

**AFFIDAVIT**

County of Franklin

/ss

State of Ohio

I, Phyllis M. Elmo, having been duly sworn according to law, hereby state as follows:

1. I am over the age of eighteen years old, am competent to testify, and have personal knowledge of the matters stated herein.

2. I reside and am registered to vote at 482 Piedmont Road, Columbus, Ohio 43214.

See, Exhibit A.


3. On February 22, 2019, I signed and authorized my legal counsel to file a written protest with the Franklin County Board of Elections against the Nominating Petition and Statement of Candidacy of Stephanie Mingo Miles, who filed to run for the unexpired term of the Franklin County Municipal Court, Environmental Division at the 2019 General Election.

4. I am a qualified elector eligible to vote for candidates for the Franklin County Municipal Court, Environmental Division at the 2019 General Election.

FURTHER AFFIANT SAYETH NAUGHT.

  
PHYLLIS M. ELMO

Sworn to and subscribed before me this 1<sup>st</sup> day of May, 2019.

  
Notary Public



**DEREK S. CLINGER**  
Attorney At Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

## Voter Profile Page

Name: PHYLLIS MELMO  
Address: 482 PIEDMONT RD  
COLUMBUS OH 43214  
Polling Location: WHETSTONE RECREATION CENTER  
3923 NORTH HIGH STREET  
COLUMBUS OH 43214  
([Get Directions](#)) \*  
Precinct: COLS 19-B  
US Congressional District: 12  
Senate District: 19  
State Rep. District: 22

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**FRANKLIN COUNTY BOARD OF ELECTIONS**

Phyllis M. Elmo,	:	
	:	
Protestor,	:	
	:	
v.	:	In re May 2, 2019, Protest Hearing
	:	
Stephanie Mingo,	:	
	:	
Candidate.	:	

**HEARING MEMORANDUM OF STEPHANIE MINGO**

The protest against Stephanie Mingo’s candidacy lacks merit because:

1. Stephanie Mingo has never abandoned the use of her birth name.
2. Candidates are not required to use their legal names on their petitions.
3. Continuing to use her birth name is not a “change of name”.

**I. STEPHANIE MINGO HAS NEVER ABANDONED THE USE OF HER BIRTH NAME**

Before her 2007 marriage to Jason Miles, “Stephanie Mingo” was both her legal name and the name by which she was generally known in the community. After her 2007 marriage, Judge Mingo’s legal name became “Stephanie Mingo Miles”, but she continued to be known in the community as “Stephanie Mingo”.

Protestor correctly notes that on certain legal documents attached to the protest, Judge Mingo’s name appears as “Stephanie Mingo Miles”, and that this version of her name was also used in connection with her prior government employment. Yet Judge Mingo never abandoned the use of her birth name, and continued to use it in her political, church, and community activities both before and after her 2007 marriage and to this day. See, e.g., the Affidavits attached as Exhibits 1 and 2.



In short, Stephanie Mingo's situation is very different from the situations of Martinez and McLaughlin, the Cuyahoga County candidates who had abandoned any continued use of their birth names upon marriage.

**II. CANDIDATES ARE NOT REQUIRED TO USE THEIR LEGAL NAMES ON THEIR PETITIONS.**

Protestor falsely claims that "Ohio law requires candidates to use their legal name on their nominating petitions and statements of candidacy (R.C. 3513.261)." In fact, Ohio law does nothing of the kind. R.C. 3513.261 (attached as Exhibit 3) does not even contain the phrase "legal name". Rather, R.C. 3513.261 prescribes the form of a nominating petition, and states that the form need only be "substantially" as set forth in R.C. 3513.261.

Men are routinely permitted to run as "Mike", "Rick", "Jim", "Joe" or "Danny", and are not required to run under their legal names of "Michael", "Richard", "James", "Joseph" and "Daniel". See, e.g., the Franklin County Board of Election's Official November 6, 2018, General Election Results attached as Exhibit 4. Women often take their husbands' last names on marriage and men generally do not take their wives' last names. But that does not justify letting men run under alternate names by which they are known while prohibiting married women from doing so.

In fact, there is no law requiring married women to choose between always using their husbands' names and never using their husbands' names. This board has long allowed women to appear on the ballot as various versions of their married and birth names. See, e.g., the examples set forth in the attached Exhibit 5. Stephanie Mingo has the same right as these other women candidates to choose which of the two names by which she is known should be used.

**III. CONTINUING TO USE HER BIRTH NAME IS NOT A CHANGE OF NAME.**

Protestor claims that R.C. 3513.06 and 3513.271 (attached as Exhibits 6 and 7) support Protestor's efforts to remove Stephanie Mingo from the ballot. They do not.

These two statutes deal only with a "change of name" within the past five years. But signing her petitions in her birth name – a name which Judge Mingo had adopted and by which she had been known in the community for years – is not a change of name even if she also has used her legal name on certain occasions during that same time. The Ohio Supreme Court has repeatedly made this clear.

In *State ex rel. Morrison v. Franklin County Bd. of Elections* (1980), 63 Ohio St.2d 336 at 338 (attached as Exhibit 8), the Ohio Supreme Court stated:

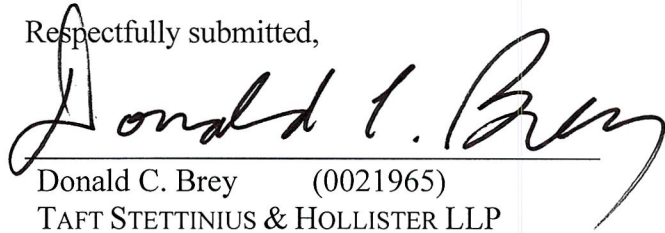
"Where a person signed a declaration of candidacy using a name which he had adopted and by which he had been generally known in the community for years, the fact that during the same time he had used another name on certain occasions did not make such signing a change of name and invalidate his petitions."

Similarly, in *Pierce v. Brushart* (1950), 153 Ohio St. 372, (attached as Exhibit 9) the Ohio Supreme Court construed prior versions of R.C. 3513.271 and 3513.06, as follows:

"[W]here a person is as well known by one name as by another, the use of either name is sufficient. . . . [Under such a] factual situation, neither the letter nor the spirit of the statute has been violated by the candidate [and. . .] the board of elections was justified in approving as valid his declaration of candidacy and petition for nomination."

WHEREFORE, Protestor's protest lacks merit and should be rejected.

Respectfully submitted,

A handwritten signature in black ink that reads "Donald C. Brey". The signature is written in a cursive style and is positioned above a horizontal line.

Donald C. Brey (0021965)  
TAFT STETTINIUS & HOLLISTER LLP  
65 E. State St., Suite 1000  
Columbus, Ohio 43215  
Telephone: (614) 221-2838  
Telefax: (614) 221-2007  
E-mail: dbrey@taftlaw.com

Counsel for Stephanie Mingo

## EXHIBITS

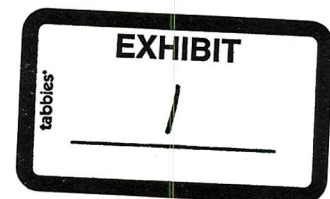
1. Affidavit of Stephanie Mingo
2. 58 Affidavits that “Stephanie Mingo” is generally known by that name in the community
3. R.C. 3513.261
4. Franklin County Board of Elections Official November 6, 2018 Election Results
5. Prior examples of the Franklin County Board of Elections permitting women to appear on the ballot as various versions of their married and maiden names.
6. R.C. 3513.06
7. R.C. 3513.271
8. *State ex rel. Morrison v. Franklin County Bd. of Elections* (1980), 63 Ohio St.2d 336.
9. *Pierce v. Brushart* (1950), 13 Ohio St. 372

**AFFIDAVIT OF STEPHANIE MINGO**

State of Ohio :  
County of Franklin : SS.

Stephanie Mingo, being first duly sworn, deposes and says as follows:

1. Prior to my marriage to Jason Miles in 2007, Stephanie Mingo was both my legal name and the name by which I was generally known in the community.
2. After my 2007 marriage to Jason Miles, my legal name became Stephanie Mingo Miles, but I continued to use and to be known in the community as Stephanie Mingo.
3. From 2007 and until today, I have actively participated in Franklin County political events and activities, and have used and been known as Stephanie Mingo – and not as Stephanie Mingo Miles - in those political events and activities.
4. From 2007 and until today, I have attended numerous cultural and community events throughout Franklin County in which I have used and have been known as Stephanie Mingo – and not as Stephanie Mingo Miles.
5. From 2007 and until today, I and the extended Mingo family have attended Genoa Baptist Church (a 3,000 to 4,000 member church in Westerville, Ohio) where I use and am widely known as Stephanie Mingo – and not as Stephanie Mingo Miles.
6. I am registered with the Franklin County Board of Elections as Stephanie Mingo – and not as Stephanie Mingo Miles.
7. Certainly, there are occasions in which I use and have used the name Stephanie Mingo Miles. But even after my 2007 marriage and until today, I have not abandoned the use of the name Stephanie Mingo.



8. I believe it would be misleading for me to campaign in the name Stephanie Mingo Miles when I am known throughout Franklin County political, religious and cultural communities as Stephanie Mingo.

9. My sister also married a man named Miles, and took the name Robin Mingo Miles. When I filed my declaration of candidacy, my sister was pursuing employment in Franklin County under the name Robin Mingo Miles. My sister and I look alike and are often confused. Using the name Stephanie Mingo Miles would only add to that confusion.

10. I believed and believe that using the name by which I am generally known in the community, Stephanie Mingo, misleads no one and will prevent voters from being misled.

Further Affiant sayeth nought.

  
Stephanie Mingo

Sworn to before me and subscribed in my presence this 1<sup>st</sup> day of May, 2019.

  
Notary Public

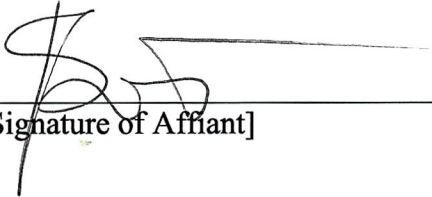
**DONALD CARL BREY, Attorney-At Law**  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date.

**AFFIDAVIT**

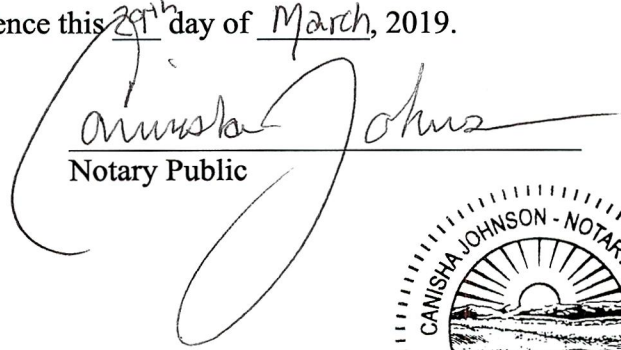
Reginald Albert Moore [print name of affiant], being first duly sworn,

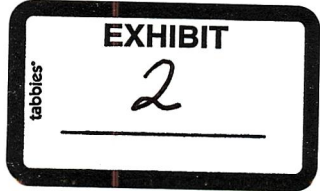
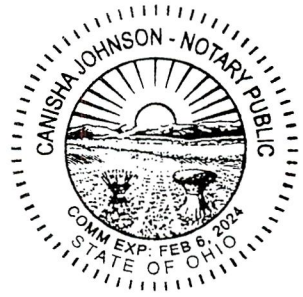
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
\_\_\_\_\_  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 29<sup>th</sup> day of March, 2019.

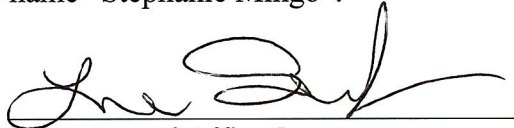
  
\_\_\_\_\_  
Notary Public



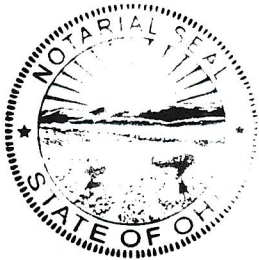
**AFFIDAVIT**

Lisa Seeden [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 28<sup>th</sup> day of March, 2019.



  
Notary Public  
KELLEY Y. FOSTER-LEVER  
Notary Public, State of Ohio  
Commission Expires 02-20-2023



**AFFIDAVIT**

DAVID WESLEY

[print name of affiant], being first duly sworn,

deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.

2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.

3. She has not abandoned the use of the name “Stephanie Mingo”.

David Wesley  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 16<sup>th</sup> day of APRIL, 2019.

Ashok Kumar Thirumani  
Notary Public



Ashok Kumar Thirumani  
Notary Public, State of Ohio  
My Commission Expires 09-20-2020

**AFFIDAVIT**

Ruth B. McNeil

[print name of affiant], being first duly sworn,

deposes and says as follows.

1. I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".

2. "Stephanie Mingo" is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.

3. She has not abandoned the use of the name "Stephanie Mingo".

Ruth B. McNeil  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 19 day of April, 2019.

Theresa Simmons  
Notary Public




Theresa Simmons  
Notary Public, State of Ohio  
My Commission Expires 07-31-2022

**AFFIDAVIT**

Monte D McBndel [print name of affiant], being first duly sworn,  
deposes and says as follows.

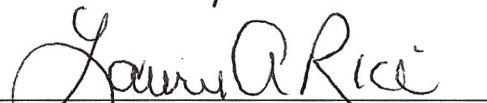
1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21st day of April, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires January 22, 2023

  
Notary Public

**AFFIDAVIT**

Demaris Zion Carolyn McBride [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Demaris McBride  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

Laurie A Rice  
Notary Public

**AFFIDAVIT**

Floyd Kirk Jr [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Floyd Kirk Jr  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

Laurie A Rice  
Notary Public

**AFFIDAVIT**

Terri L. Parks

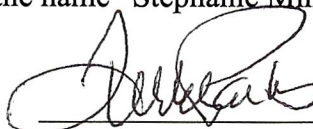
[print name of affiant], being first duly sworn,

deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.

2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.

3. She has not abandoned the use of the name “Stephanie Mingo”.

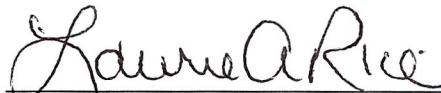


[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21 day of April, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

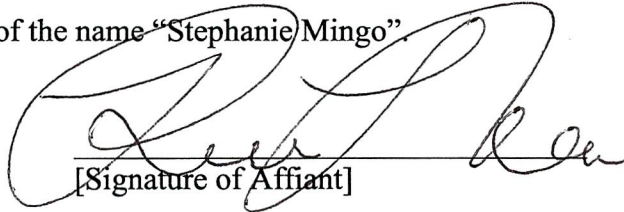


Notary Public

**AFFIDAVIT**

Raven Avery Moore [print name of affiant], being first duly sworn,  
deposes and says as follows.

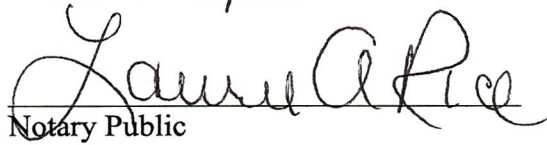
1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



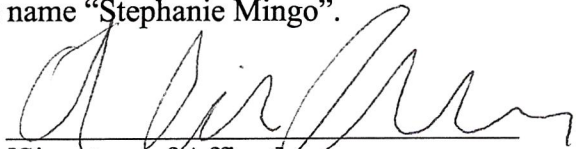
Laurie A. Rice  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

  
Notary Public

**AFFIDAVIT**

Alexis Aliyah Turner [print name of affiant], being first duly sworn,  
deposes and says as follows.


1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 01<sup>st</sup> day of April, 2019.



Laurie A. Rice  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

  
Notary Public



**AFFIDAVIT**

Grace Richardson [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Grace Richardson  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 08<sup>th</sup> day of April, 2019.



Laurie A. Rice  
Notary Public  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

**AFFIDAVIT**

Yvonne W Cooper [print name of affiant], being first duly sworn,

deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.

2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.

3. She has not abandoned the use of the name “Stephanie Mingo”.

Yvonne W Cooper  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 2<sup>nd</sup> day of April, 2019.

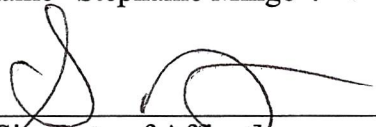


Laurie A Rice  
Notary Public  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

**AFFIDAVIT**

Shalonda Latresca [print name of affiant], being first duly sworn,  
Davis  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
\_\_\_\_\_  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



**LAURIE A. RICE**  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023 Notary Public  


**AFFIDAVIT**

Carole Coleman [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

*Carole Coleman*  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.

*Laurie A. Rice*  
Notary Public



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

**AFFIDAVIT**

Dewayne L Davis [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Dewayne L Davis  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

Laurie A Rice  
Notary Public

**AFFIDAVIT**

Janice Marshall Evans [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Janice M. Evans  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 2<sup>nd</sup> day of April, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

Laurie A Rice  
Notary Public

**AFFIDAVIT**

Cottres M. Richberg [print name of affiant], being first duly sworn,

deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Cottres M. Richberg  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 01st day of April, 2019.



Laurie A. Rice  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

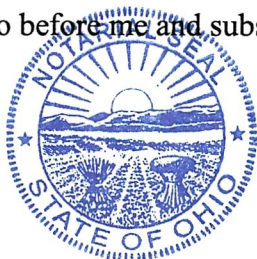
**AFFIDAVIT**

Anitta L Lockett [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Anitta L Lockett  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 27<sup>th</sup> day of April, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

Laurie A Rice  
Notary Public



**AFFIDAVIT**

Mikaelyn Delaine  
McDowell [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Mikaelyn Lee  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>ST</sup> day of April, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

Laurie A Rice  
Notary Public

**AFFIDAVIT**

Paige Storms-Jones [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Paige Storms-Jones  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.

Laurie A. Rice  
Notary Public



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

**AFFIDAVIT**

Michaun E Windom [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Michaun E Windom  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



**LAURIE A. RICE**  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

Laurie A Rice  
Notary Public

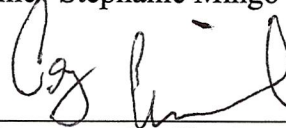
**AFFIDAVIT**

Corey Lee Winbarn [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.

2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.

3. She has not abandoned the use of the name “Stephanie Mingo”.

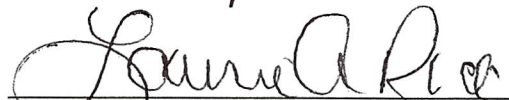


[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

  
Notary Public

**AFFIDAVIT**

Lloyd J McClendon [print name of affiant], being first duly sworn,  
deposes and says as follows.

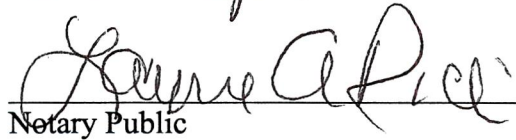
1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21 day of April, 2019.



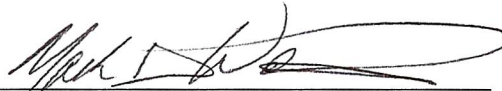
LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

  
Notary Public

**AFFIDAVIT**

Mark D Watkins [print name of affiant], being first duly sworn,  
deposes and says as follows.


1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 01<sup>st</sup> day of April, 2019.



Laurie A. Rice  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

  
Notary Public

**AFFIDAVIT**

Jocelyn Sequoia Mane [print name of affiant], being first duly sworn,  
Edwards  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Jocelyn Edwards  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



Laurie A. Rice  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

Laurie A. Rice  
Notary Public

**AFFIDAVIT**

B Lynn McDowell [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

B Lynn McDowell  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

Laurie A Rice  
Notary Public



**AFFIDAVIT**

Peggy J Winborn [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Peggy J. Winborn  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 9<sup>th</sup> day of Apr, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

Laurie A. Rice  
Notary Public

**AFFIDAVIT**

Brittany Katvica  
Cartledge [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Brittany  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



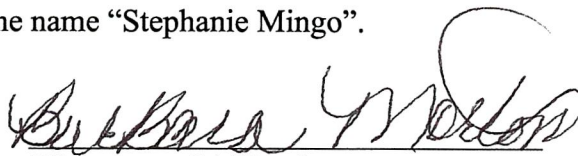
LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

Laurie A. Rice  
Notary Public

**AFFIDAVIT**

Barbara Lois Morton [print name of affiant], being first duly sworn,  
deposes and says as follows.

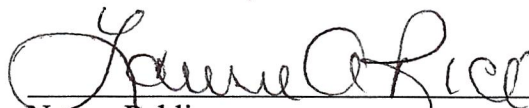
1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

  
Notary Public

**AFFIDAVIT**

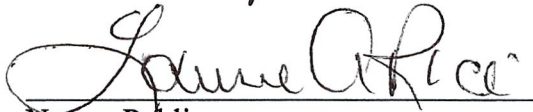
DiShon Daniels [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April 2019.



  
Notary Public  
LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

**AFFIDAVIT**

Rosa L Poole [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.

2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.

3. She has not abandoned the use of the name “Stephanie Mingo”.

Rosa L Poole  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



**LAURIE A. RICE**  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

Laurie A Rice  
Notary Public

**AFFIDAVIT**

Faynel R Burton [print name of affiant], being first duly sworn,

deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Faynel Burton

[Signature of Affiant]

Sworn to before me and subscribed in my presence this 20<sup>th</sup> day of April, 2019.



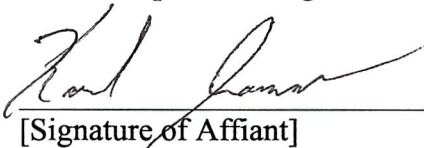
LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

Laurie A Rice  
Notary Public

**AFFIDAVIT**

Karl A Jones [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this \_\_\_ day of \_\_\_\_\_, 2019.

LAVRINE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023



\_\_\_\_\_  
Notary Public

**AFFIDAVIT**

Anca M Morgan [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Anca M Morgan  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



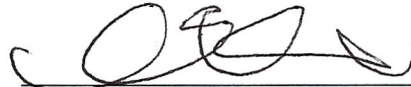
Laurie A. Rice  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023



**AFFIDAVIT**

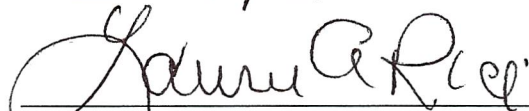
Natalie M Butler [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.



[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of Apr, 2019.



Notary Public



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

**AFFIDAVIT**

Christine Butler [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Christine Butler  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21 day of April, 2019.

Laurie A. Rice  
Notary Public



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

**AFFIDAVIT**

Dawn R Blalock [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Dawn Blalock  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 27<sup>th</sup> day of April, 2019.

Laurie A. Rice  
Notary Public



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

**AFFIDAVIT**

Jonathan E Blalock [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
\_\_\_\_\_  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 9<sup>th</sup> day of April, 2019.



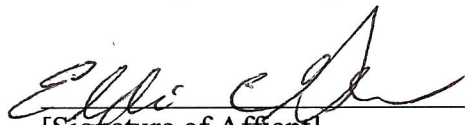
LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

  
\_\_\_\_\_  
Notary Public

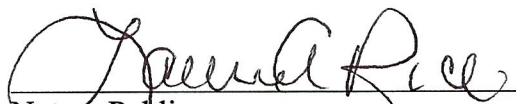
**AFFIDAVIT**

Eddie C Glenn [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.

  
Notary Public

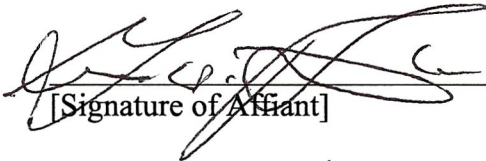


Laurie A. Rice  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

**AFFIDAVIT**

George U Burton Jr [print name of affiant], being first duly sworn,  
deposes and says as follows.

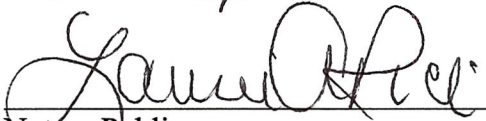
1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21 day of April, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

  
Notary Public

**AFFIDAVIT**

Yvonne Lynne Muldrow [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Yvonne Muldrow  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



Laurie A. Rice  
Notary Public  
My Commission Expires  
January 22, 2023

**AFFIDAVIT**

Andrew Muldrow [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Andrew Muldrow  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

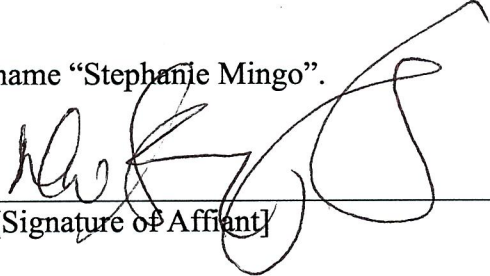
Laurie A. Rice  
Notary Public



**AFFIDAVIT**

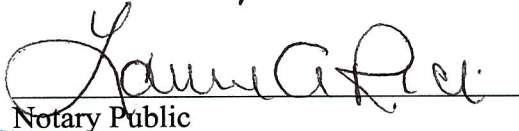
Dashana S Daniels [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



  
Notary Public  
LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

**AFFIDAVIT**

Demetra L Crenshaw [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

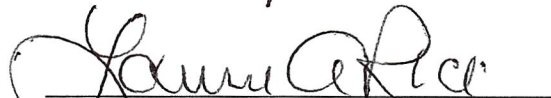


[Signature of Affiant]

Sworn to before me and subscribed in my presence this 2<sup>nd</sup> day of April, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

  
Notary Public

**AFFIDAVIT**

Carshyn E. McLaurin [print name of affiant], being first duly sworn,

deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Carshyn E. McLaurin  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of Apr, 2019.

Janice Rice  
Notary Public

**AFFIDAVIT**

Sarah L Norris [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Sarah Norris  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 1<sup>st</sup> day of April, 2019.

Laurie A. Rice  
Notary Public



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

**AFFIDAVIT**

Karen L Diggs [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Karen Diggs  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

Laurie A Rice  
Notary Public

**AFFIDAVIT**

Roxanne L Glenn [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Roxanne L. Glenn  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 9<sup>th</sup> day of April, 2019.




Laurie A. Rice  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

Laurie A. Rice  
Notary Public

**AFFIDAVIT**

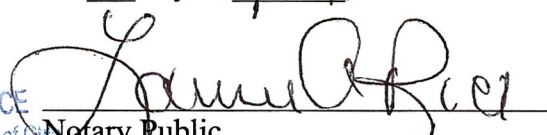
Chevonne Rochelle  
Muldrow [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



  
LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023  
Notary Public

**AFFIDAVIT**

Jamaica Janee Lee [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Jamaica Lee  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



Laurie A. Rice  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

Laurie A. Rice  
Notary Public



**AFFIDAVIT**

Suly Malata [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.

2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.

3. She has not abandoned the use of the name “Stephanie Mingo”.

[Handwritten Signature]  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21st day of April, 2019.



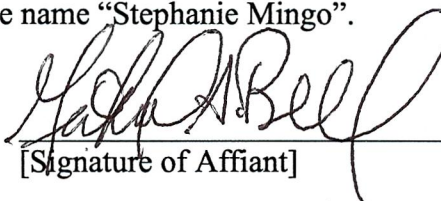
LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

[Handwritten Signature]  
Notary Public

**AFFIDAVIT**

Michael A Bell [print name of affiant], being first duly sworn,  
deposes and says as follows.

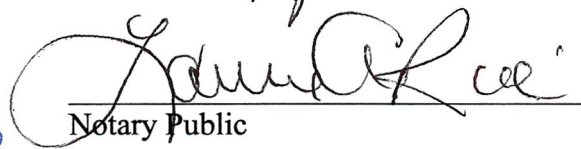
1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 7<sup>th</sup> day of April, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

  
Notary Public

**AFFIDAVIT**

Gloria J Hill [print name of affiant], being first duly sworn,

deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Gloria J Hill  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

Laurie A Rice  
Notary Public

**AFFIDAVIT**

Betty Dye [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21 day of April, 2019.

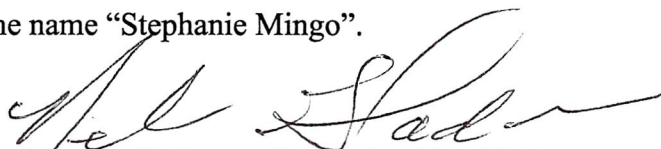


  
LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023  
Notary Public

**AFFIDAVIT**

Nelson M Gladden [print name of affiant], being first duly sworn,  
deposes and says as follows.

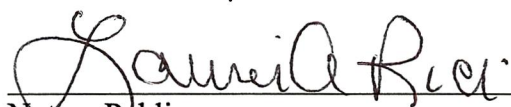
1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21 day of April, 2019.



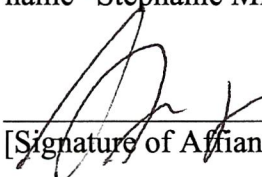
LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

  
Notary Public

**AFFIDAVIT**

Anthony Willie Thomas [print name of affiant], being first duly sworn,  
deposes and says as follows.

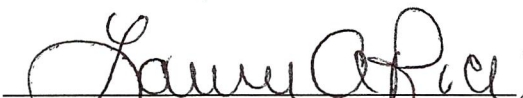
1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

  
\_\_\_\_\_  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

  
\_\_\_\_\_  
Notary Public

**AFFIDAVIT**

Diana M Pierce [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Diana Pierce  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.



LAURIE A. RICE  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023

Laurie A Rice  
Notary Public

**AFFIDAVIT**

Glendora Muldrow [print name of affiant], being first duly sworn,  
deposes and says as follows.

1. I have always understood “Stephanie Mingo” to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name “Stephanie Mingo Miles”.
2. “Stephanie Mingo” is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.
3. She has not abandoned the use of the name “Stephanie Mingo”.

Glendora Muldrow  
[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21<sup>st</sup> day of April, 2019.

Laurie A. Rice  
Notary Public



Laurie A. Rice  
Notary Public, State of Ohio  
My Commission Expires  
January 22, 2023



### 3513.261 Nominating petition form and fee.

A nominating petition may consist of one or more separate petition papers, each of which shall be substantially in the form prescribed in this section. If the petition consists of more than one separate petition paper, the statement of candidacy of the candidate or joint candidates named need be signed by the candidate or joint candidates on only one of such separate petition papers, but the statement of candidacy so signed shall be copied on each other separate petition paper before the signatures of electors are placed on it. Each nominating petition containing signatures of electors of more than one county shall consist of separate petition papers each of which shall contain signatures of electors of only one county; provided that petitions containing signatures of electors of more than one county shall not thereby be declared invalid. In case petitions containing signatures of electors of more than one county are filed, the board of elections shall determine the county from which the majority of the signatures came, and only signatures from this county shall be counted. Signatures from any other county shall be invalid.

All signatures on nominating petitions shall be written in ink or indelible pencil.

At the time of filing a nominating petition, the candidate designated in the nominating petition, and joint candidates for governor and lieutenant governor, shall pay to the election officials with whom it is filed the fees specified for the office under divisions (A) and (B) of section 3513.10 of the Revised Code. The fees shall be disposed of by those election officials in the manner that is provided in section 3513.10 of the Revised Code for the disposition of other fees, and in no case shall a fee required under that section be returned to a candidate.

Candidates or joint candidates whose names are written on the ballot, and who are elected, shall pay the same fees under section 3513.10 of the Revised Code that candidates who file nominating petitions pay. Payment of these fees shall be a condition precedent to the granting of their certificates of election.

Each nominating petition shall contain a statement of candidacy that shall be signed by the candidate or joint candidates named in it or by an attorney in fact acting pursuant to section 3501.382 of the Revised Code. Such statement of candidacy shall contain a declaration made under penalty of election falsification that the candidate desires to be a candidate for the office named in it, and that the candidate is an elector qualified to vote for the office the candidate seeks.

The form of the nominating petition and statement of candidacy shall be substantially as follows:

"STATEMENT OF CANDIDACY

I, ..... (Name of candidate), the undersigned, hereby declare under penalty of election falsification that my voting residence is in ..... Precinct of the ..... (Township) or (Ward and City, or Village) in the county of ..... Ohio; that my post-office address is ..... (Street and Number, if any, or Rural Route and Number) of the ..... (City, Village, or post office) of ....., Ohio; and that I am a qualified elector in the precinct in which my voting residence is located. I hereby declare that I desire to be a candidate for election to the office of ..... in the ..... (State, District, County, City, Village, Township, or School District) for the ..... (Full term or unexpired term ending .....) at the General Election to be held on the ..... day of ....., ....

I further declare that I am an elector qualified to vote for the office I seek. Dated this ..... day of ....., ....

(Signature of candidate)

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE.

I, ....., hereby constitute the persons named below a committee to represent me:

Name Residence

NOMINATING PETITION



We, the undersigned, qualified electors of the state of Ohio, whose voting residence is in the County, City, Village, Ward, Township or Precinct set opposite our names, hereby nominate ..... as a candidate for election to the office of ..... in the ..... (State, District, County, City, Village, Township, or School District) for the ..... (Full term or unexpired term ending ..... ) to be voted for at the general election next hereafter to be held, and certify that this person is, in our opinion, well qualified to perform the duties of the office or position to which the person desires to be elected.

Signature Street Address or R.F.D. (Must use address on file with the board of elections) City, Village or Township Ward Precinct County Date of Signing

....., declares under penalty of election falsification that such person is a qualified elector of the state of Ohio and resides at the address appearing below such person's signature hereto; that such person is the circulator of the foregoing petition paper containing ..... signatures; that such person witnessed the affixing of every signature; that all signers were to the best of such person's knowledge and belief qualified to sign; and that every signature is to the best of such person's knowledge and belief the signature of the person whose signature it purports to be or of an attorney in fact acting pursuant to section 3501.382 of the Revised Code.

(Signature of circulator)

(Address of circulator's permanent residence in this state)

(If petition is for a statewide candidate, the name and address of person employing circulator to circulate petition, if any)

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE."

The secretary of state shall prescribe a form of nominating petition for a group of candidates for the office of member of a board of education, township office, and offices of municipal corporations of under two thousand population.

The secretary of state shall prescribe a form of statement of candidacy and nominating petition, which shall be substantially similar to the form of statement of candidacy and nominating petition set forth in this section, that will be suitable for joint candidates for the offices of governor and lieutenant governor.

If such petition nominates a candidate whose election is to be determined by the electors of a county or a district or subdivision within the county, it shall be filed with the board of such county. If the petition nominates a candidate whose election is to be determined by the voters of a subdivision located in more than one county, it shall be filed with the board of the county in which the major portion of the population of such subdivision is located.

If the petition nominates a candidate whose election is to be determined by the electors of a district comprised of more than one county but less than all of the counties of the state, it shall be filed with the board of elections of the most populous county in such district. If the petition nominates a candidate whose election is to be determined by the electors of the state at large, it shall be filed with the secretary of state.

The secretary of state or a board of elections shall not accept for filing a nominating petition of a person seeking to become a candidate if that person, for the same election, has already filed a declaration of candidacy, a declaration of intent to be a write-in candidate, or a nominating petition, or has become a candidate through party nomination at a primary election or by the filling of a vacancy under section 3513.30 or 3513.31 of the Revised Code for any federal, state, or county office, if the nominating petition is for a state or county office, or for any municipal or township office, for member of a city, local, or exempted village board of education, or for member of a governing board of an educational service center, if the nominating petition is for a municipal or township office, or for member of a city, local, or exempted village board of education, or for member of a governing board of an educational service center.

Effective Date: 2002 HB445 12-23-2002; 03-31-2005; 09-29-2005; 05-02-2006 .

Run Date:11/27/18 04:12 PM

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	VOTES	PERCENT
PRECINCTS COUNTED (OF 1191)	1,191	100.00
REGISTERED VOTERS - TOTAL	881,797	
BALLOTS CAST - TOTAL	491,311	
VOTER TURNOUT - TOTAL		55.72

Governor and Lieutenant Governor  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)

Richard Cordray/Betty Sutton (DEM)	310,205	63.63
Mike DeWine/Jon Husted (REP)	166,057	34.06
Constance Gadel1-Newton/B. Joseph (GRN)	4,256	.87
Travis M. Irvine/J. Todd Grayson (LIB)	6,806	1.40
WRITE IN.	210	.04
Over Votes	354	
Under Votes	3,424	

Attorney General  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)

Steve Dettelbach (DEM)	299,735	62.31
Dave Yost (REP)	181,326	37.69
Over Votes	12	
Under Votes	10,239	

Auditor of State  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)

Robert C. Coogan (LIB)	17,029	3.58
Keith Faber (REP)	157,387	33.08
Zack Space (DEM)	301,420	63.35
Over Votes	18	
Under Votes	15,458	

Secretary of State  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)

Kathleen Clyde (DEM)	300,902	62.87
Frank LaRose (REP)	167,550	35.01
Dustin R. Nanna (LIB)	9,989	2.09
WRITE IN.	163	.03
Over Votes	61	
Under Votes	12,647	

Treasurer of State  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)

Rob Richardson (DEM)	295,535	62.26
Robert Sprague (REP)	179,155	37.74
Over Votes	14	
Under Votes	16,608	

United States Senator  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)

Sherrod Brown (DEM)	332,825	68.64
Jim Renacci (REP)	151,588	31.26
WRITE IN.	471	.10
Over Votes	9	
Under Votes	6,419	

For Representative to Congress (3rd District)  
Vote for not more than 1  
(WITH 650 OF 650 PRECINCTS COUNTED)

Joyce Beatty (DEM)	181,575	73.56
Jim Burgess (REP)	65,040	26.35
WRITE IN.	215	.09
Over Votes	5	
Under Votes	4,543	

For Representative to Congress (12th District)  
Vote for not more than 1  
(WITH 239 OF 239 PRECINCTS COUNTED)

Troy Balderson (REP)	43,036	37.03
Joe Manchik (GRN)	1,463	1.26
Danny O'Connor (DEM)	71,686	61.68
WRITE IN.	35	.03
Over Votes	4	
Under Votes	1,424	

For Representative to Congress (15th District)  
Vote for not more than 1  
(WITH 302 OF 302 PRECINCTS COUNTED)

Johnathan Miller (LIB)	2,031	1.69
Rick Neal (DEM)	58,852	48.85
Steve Stivers (REP)	59,600	49.47
Over Votes	7	
Under Votes	1,796	

For State Senator (3rd District)  
Vote for not more than 1  
(WITH 378 OF 378 PRECINCTS COUNTED)

Anne Gonzales (REP)	65,733	49.73
Tina Maharath (DEM)	66,438	50.27
Over Votes	3	
Under Votes	4,583	

For State Senator (15th District)  
Vote for not more than 1  
(WITH 285 OF 285 PRECINCTS COUNTED)

Hearcel F. Craig (DEM)	107,505	82.52
Jordan Garcea (REP)	22,778	17.48
Over Votes	4	
Under Votes	4,280	



VOTES PERCENT

VOTES PERCENT

For State Senator (19th District)  
Vote for not more than 1  
(WITH 102 OF 102 PRECINCTS COUNTED)  
Andrew O. Brenner (REP) . . . . . 12,892 28.07  
Gary Cox (GRN) . . . . . 1,108 2.41  
Louise Valentine (DEM) . . . . . 31,934 69.52  
Over Votes . . . . . 2  
Under Votes . . . . . 1,453

For State Representative (22nd District)  
Vote for not more than 1  
(WITH 102 OF 102 PRECINCTS COUNTED)  
David Leland (DEM) . . . . . 33,458 73.29  
Doug Moody (REP) . . . . . 12,196 26.71  
Over Votes . . . . . 3  
Under Votes . . . . . 1,732

For State Representative (17th District)  
Vote for not more than 1  
(WITH 132 OF 132 PRECINCTS COUNTED)  
Adam C. Miller (DEM) . . . . . 16,456 60.40  
John Rush (REP) . . . . . 10,788 39.60  
Over Votes . . . . . 0  
Under Votes . . . . . 998

For State Representative (23rd District)  
Vote for not more than 1  
(WITH 131 OF 131 PRECINCTS COUNTED)  
Russell Harris (DEM) . . . . . 20,232 44.54  
Laura Lanese (REP) . . . . . 25,193 55.46  
Over Votes . . . . . 2  
Under Votes . . . . . 1,458

For State Representative (18th District)  
Vote for not more than 1  
(WITH 105 OF 105 PRECINCTS COUNTED)  
Kristin Boggs (DEM) . . . . . 38,930 79.74  
David Todd (REP) . . . . . 9,891 20.26  
Over Votes . . . . . 1  
Under Votes . . . . . 1,810

For State Representative (24th District)  
Vote for not more than 1  
(WITH 149 OF 149 PRECINCTS COUNTED)  
Allison Russo (DEM) . . . . . 34,629 56.97  
Erik F. Yassenoff (REP) . . . . . 26,159 43.03  
Over Votes . . . . . 0  
Under Votes . . . . . 1,686

For State Representative (19th District)  
Vote for not more than 1  
(WITH 131 OF 131 PRECINCTS COUNTED)  
Tim Barhorst (REP) . . . . . 26,293 44.33  
Mary Lightbody (DEM) . . . . . 33,025 55.67  
Over Votes . . . . . 1  
Under Votes . . . . . 2,066

For State Representative (25th District)  
Vote for not more than 1  
(WITH 86 OF 86 PRECINCTS COUNTED)  
Bernadine Kennedy Kent (DEM) . . . . . 33,788 84.52  
Debbie Staggs (REP) . . . . . 6,187 15.48  
Over Votes . . . . . 1  
Under Votes . . . . . 1,454

For State Representative (20th District)  
Vote for not more than 1  
(WITH 115 OF 115 PRECINCTS COUNTED)  
Richard Brown (DEM) . . . . . 26,751 58.48  
Bobby L. Mitchell (REP) . . . . . 18,992 41.52  
Over Votes . . . . . 3  
Under Votes . . . . . 1,384

For State Representative (26th District)  
Vote for not more than 1  
(WITH 94 OF 94 PRECINCTS COUNTED)  
Erica C. Crawley (DEM) . . . . . 33,774 82.30  
Steve Dodge (GRN) . . . . . 1,281 3.12  
Shareeque Arife Sadiq (REP) . . . . . 5,982 14.58  
Over Votes . . . . . 2  
Under Votes . . . . . 1,466

For State Representative (21st District)  
Vote for not more than 1  
(WITH 146 OF 146 PRECINCTS COUNTED)  
Stu Harris (REP) . . . . . 26,676 43.28  
Beth Liston (DEM) . . . . . 34,956 56.72  
Over Votes . . . . . 2  
Under Votes . . . . . 1,606

County Commissioner  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)  
Marilyn Brown (DEM) . . . . . 300,985 63.91  
Michele Reynolds (REP) . . . . . 169,958 36.09  
Over Votes . . . . . 12  
Under Votes . . . . . 20,357

VOTES PERCENT

VOTES PERCENT

County Auditor  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)  
Clarence Mingo (REP). . . . . 204,378 42.92  
Michael Stinziano (DEM). . . . . 271,831 57.08  
Over Votes . . . . . 14  
Under Votes . . . . . 15,089

For Judge of the Court of Common Pleas  
(Full term commencing 1/3/2019)  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)  
Bill Creedon . . . . . 154,101 40.24  
Jaiza Page . . . . . 228,896 59.76  
Over Votes . . . . . 14  
Under Votes . . . . . 108,301

For County Engineer (Unexpired term ending 1/3/2021)  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)  
Cornell R. Robertson (REP). . . . . 275,597 100.00  
Over Votes . . . . . 0  
Under Votes . . . . . 215,715

For Judge of the Court of Common Pleas  
(Full term commencing 1/4/2019)  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)  
Jim Hughes . . . . . 161,311 41.29  
Karen Phipps . . . . . 229,359 58.71  
Over Votes . . . . . 17  
Under Votes . . . . . 100,625

For Justice of the Supreme Court  
(Full term commencing 1/1/2019)  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)  
Craig Baldwin . . . . . 135,535 35.02  
Michael P. Donnelly . . . . . 251,512 64.98  
Over Votes . . . . . 22  
Under Votes . . . . . 104,243

For Judge of the Court of Common Pleas  
(Full term commencing 1/6/2019)  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)  
Kim Brown . . . . . 288,461 75.69  
Michael Cassone . . . . . 92,654 24.31  
Over Votes . . . . . 18  
Under Votes . . . . . 110,179

For Justice of the Supreme Court  
(Full term commencing 1/2/2019)  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)  
Mary DeGenaro . . . . . 146,214 37.83  
Melody J. Stewart. . . . . 240,279 62.17  
Over Votes . . . . . 31  
Under Votes . . . . . 104,788

For Judge of the Court of Common Pleas  
(Full term commencing 1/7/2019)  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)  
Carl Aveni . . . . . 181,506 49.74  
Dan Hawkins. . . . . 183,367 50.26  
Over Votes . . . . . 18  
Under Votes . . . . . 126,421

For Judge of the Court of Appeals (10th District)  
(Full term commencing 2/9/2019)  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)  
Laurel Beatty Blunt . . . . . 317,597 100.00  
Over Votes . . . . . 0  
Under Votes . . . . . 173,715

For Judge of the Court of Common Pleas  
(Full term commencing 1/8/2019)  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)  
Stephen L. McIntosh . . . . . 301,449 100.00  
Over Votes . . . . . 0  
Under Votes . . . . . 189,863

For Judge of the Court of Appeals (10th District)  
(Full term commencing 2/10/2019)  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)  
Betsy Luper Schuster. . . . . 252,537 100.00  
Over Votes . . . . . 0  
Under Votes . . . . . 238,775

For Judge of the Court of Common Pleas (Domestic)  
(Full term commencing 1/1/2019)  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)  
Elizabeth Gill. . . . . 312,560 100.00  
Over Votes . . . . . 0  
Under Votes . . . . . 178,752

VOTES PERCENT

VOTES PERCENT

For Judge of the Court of Common Pleas (Domestic)  
(Full term commencing 1/2/2019)  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)

Jessica A. Barwell . . . . .	147,875	39.69
James W. Brown . . . . .	224,691	60.31
Over Votes . . . . .	26	
Under Votes . . . . .	118,720	

For Judge of the Court of Common Pleas (Domestic)  
(Full term commencing 1/5/2019)  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)

Terri Jamison . . . . .	223,124	60.20
Janie Roberts . . . . .	147,506	39.80
Over Votes . . . . .	17	
Under Votes . . . . .	120,665	

For Judge of the Court of Common Pleas (Domestic)  
(Full term commencing 1/9/2019)  
Vote for not more than 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)

Monica Hawkins . . . . .	245,592	65.29
Amy B. Koorn . . . . .	130,581	34.71
Over Votes . . . . .	25	
Under Votes . . . . .	115,114	

#1 State Issue 1  
(WITH 1191 OF 1191 PRECINCTS COUNTED)

YES . . . . .	251,827	52.38
NO . . . . .	228,899	47.62
Over Votes . . . . .	19	
Under Votes . . . . .	10,567	

#3 Franklin County Metro Parks  
(WITH 1191 OF 1191 PRECINCTS COUNTED)

For the Tax Levy . . . . .	321,253	67.26
Against the Tax Levy . . . . .	156,389	32.74
Over Votes . . . . .	10	
Under Votes . . . . .	13,660	

Delaware County District Library  
(WITH 1 OF 1 PRECINCTS COUNTED)

For the Tax Levy . . . . .	20	54.05
Against the Tax Levy . . . . .	17	45.95
Over Votes . . . . .	0	
Under Votes . . . . .	4	

#5 Dublin City School District  
(WITH 74 OF 74 PRECINCTS COUNTED)

For the Bond Issue and Levies . . . . .	18,309	59.33
Against the Bond Issue and Levies . . . . .	12,549	40.67
Over Votes . . . . .	4	
Under Votes . . . . .	777	

#6 Grandview Heights City School District  
(WITH 9 OF 9 PRECINCTS COUNTED)

For the Bond Issue and Levy . . . . .	2,524	52.09
Against the Bond Issue and Levy . . . . .	2,321	47.91
Over Votes . . . . .	0	
Under Votes . . . . .	104	

Pickerington Public Library  
(WITH 4 OF 4 PRECINCTS COUNTED)

For the Tax Levy . . . . .	147	68.06
Against the Tax Levy . . . . .	69	31.94
Over Votes . . . . .	0	
Under Votes . . . . .	6	

#7 South-Western City School District  
(WITH 139 OF 139 PRECINCTS COUNTED)

For the Bond Issue . . . . .	26,913	61.31
Against the Bond Issue . . . . .	16,982	38.69
Over Votes . . . . .	3	
Under Votes . . . . .	1,158	

#8 Whitehall City School District  
(WITH 13 OF 13 PRECINCTS COUNTED)

For the Bond Issue and Levy . . . . .	3,069	61.09
Against the Bond Issue and Levy . . . . .	1,955	38.91
Over Votes . . . . .	0	
Under Votes . . . . .	250	

#9 Worthington City School District Bond  
(WITH 63 OF 63 PRECINCTS COUNTED)

For the Bond Issue . . . . .	21,595	70.23
Against the Bond Issue . . . . .	9,153	29.77
Over Votes . . . . .	0	
Under Votes . . . . .	773	

#10 Worthington City School District Tax  
(WITH 63 OF 63 PRECINCTS COUNTED)

For the Tax Levy . . . . .	18,997	61.95
Against the Tax Levy . . . . .	11,666	38.05
Over Votes . . . . .	0	
Under Votes . . . . .	858	

VOTES PERCENT

VOTES PERCENT

#12 City of Bexley Tax Levy  
(WITH 10 OF 10 PRECINCTS COUNTED)  
For the Tax Levy . . . . . 4,858 69.39  
Against the Tax Levy. . . . . 2,143 30.61  
Over Votes . . . . . 0  
Under Votes . . . . . 145

#21b Local Option Columbus 36-E  
(WITH 2 OF 2 PRECINCTS COUNTED)  
Yes . . . . . 281 67.71  
No. . . . . 134 32.29  
Over Votes . . . . . 0  
Under Votes . . . . . 23

#14b Local Option Canal Winchester B  
(WITH 1 OF 1 PRECINCTS COUNTED)  
Yes . . . . . 614 72.66  
No. . . . . 231 27.34  
Over Votes . . . . . 0  
Under Votes . . . . . 24

#22a Local Option Columbus 37-A  
(WITH 1 OF 1 PRECINCTS COUNTED)  
Yes . . . . . 139 59.91  
No. . . . . 93 40.09  
Over Votes . . . . . 0  
Under Votes . . . . . 9

#15b Local Option Canal Winchester F  
(WITH 1 OF 1 PRECINCTS COUNTED)  
Yes . . . . . 392 72.06  
No. . . . . 152 27.94  
Over Votes . . . . . 0  
Under Votes . . . . . 14

#23A Local Option Columbus 55-A A-1A Weekday  
(WITH 2 OF 2 PRECINCTS COUNTED)  
Yes . . . . . 365 78.33  
No. . . . . 101 21.67  
Over Votes . . . . . 0  
Under Votes . . . . . 17

#17A Local Option Columbus 07-B  
(WITH 1 OF 1 PRECINCTS COUNTED)  
Yes . . . . . 319 54.16  
No. . . . . 270 45.84  
Over Votes . . . . . 0  
Under Votes . . . . . 16

#23b Local Option Columbus 55-A A-1A Sunday  
(WITH 2 OF 2 PRECINCTS COUNTED)  
Yes . . . . . 348 75.00  
No. . . . . 116 25.00  
Over Votes . . . . . 0  
Under Votes . . . . . 19

#18A Local Option Columbus 7-D  
(WITH 1 OF 1 PRECINCTS COUNTED)  
Yes . . . . . 251 49.02  
No. . . . . 261 50.98  
Over Votes . . . . . 0  
Under Votes . . . . . 14

#24A Local Option Columbus 55-A C-1 Weekday  
(WITH 2 OF 2 PRECINCTS COUNTED)  
Yes . . . . . 357 76.94  
No. . . . . 107 23.06  
Over Votes . . . . . 0  
Under Votes . . . . . 19

#19A Local Option Columbus 19-H Weekday  
(WITH 1 OF 1 PRECINCTS COUNTED)  
Yes . . . . . 759 86.94  
No. . . . . 114 13.06  
Over Votes . . . . . 0  
Under Votes . . . . . 32

#24b Local Option Columbus 55-A C1 Sunday  
(WITH 2 OF 2 PRECINCTS COUNTED)  
Yes . . . . . 341 74.13  
No. . . . . 119 25.87  
Over Votes . . . . . 0  
Under Votes . . . . . 22

#20b Local Option Columbus 19-H Sunday  
(WITH 1 OF 1 PRECINCTS COUNTED)  
Yes . . . . . 747 85.37  
No. . . . . 128 14.63  
Over Votes . . . . . 0  
Under Votes . . . . . 30

#25A Local Option Columbus 55-A D1 Weekday  
(WITH 2 OF 2 PRECINCTS COUNTED)  
Yes . . . . . 353 76.91  
No. . . . . 106 23.09  
Over Votes . . . . . 0  
Under Votes . . . . . 23

VOTES PERCENT

VOTES PERCENT

#25b Local Option Columbus 55-A D1 Sunday  
(WITH 2 OF 2 PRECINCTS COUNTED)

Yes . . . . .	348	75.49
No. . . . .	113	24.51
Over Votes . . . . .	0	
Under Votes . . . . .	21	

#26b Local Option Columbus 83-A  
(WITH 1 OF 1 PRECINCTS COUNTED)

Yes . . . . .	371	69.61
No. . . . .	162	30.39
Over Votes . . . . .	0	
Under Votes . . . . .	23	

#27A Local Option Columbus 85-A Weekday  
(WITH 1 OF 1 PRECINCTS COUNTED)

Yes . . . . .	288	47.06
No. . . . .	324	52.94
Over Votes . . . . .	0	
Under Votes . . . . .	41	

#27b Local Option Columbus 85-A Sunday  
(WITH 1 OF 1 PRECINCTS COUNTED)

Yes . . . . .	295	47.66
No. . . . .	324	52.34
Over Votes . . . . .	0	
Under Votes . . . . .	34	

#28A Local Option Columbus 86-E Weekday  
(WITH 2 OF 2 PRECINCTS COUNTED)

Yes . . . . .	380	55.96
No. . . . .	299	44.04
Over Votes . . . . .	0	
Under Votes . . . . .	20	

#28b Local Option Columbus 86-E Sunday  
(WITH 2 OF 2 PRECINCTS COUNTED)

Yes . . . . .	370	54.25
No. . . . .	312	45.75
Over Votes . . . . .	0	
Under Votes . . . . .	17	

#29 City of Gahanna Income Tax Increase  
(WITH 39 OF 39 PRECINCTS COUNTED)

For the Income Tax . . . . .	8,741	49.59
Against the Income Tax . . . . .	8,886	50.41
Over Votes . . . . .	0	
Under Votes . . . . .	333	

#30 City of Grandview Heights Charter  
(WITH 8 OF 8 PRECINCTS COUNTED)

Yes . . . . .	3,395	85.22
No. . . . .	589	14.78
Over Votes . . . . .	0	
Under Votes . . . . .	525	

#31 City of Grandview Heights Greenspace  
(WITH 8 OF 8 PRECINCTS COUNTED)

Yes . . . . .	1,572	38.17
No. . . . .	2,546	61.83
Over Votes . . . . .	1	
Under Votes . . . . .	390	

#32 City of Grandview Heights Referendum  
(WITH 8 OF 8 PRECINCTS COUNTED)

Yes . . . . .	1,719	39.75
No. . . . .	2,606	60.25
Over Votes . . . . .	1	
Under Votes . . . . .	183	

#33 City of Hilliard Charter  
(WITH 28 OF 28 PRECINCTS COUNTED)

Yes . . . . .	8,786	58.41
No. . . . .	6,257	41.59
Over Votes . . . . .	0	
Under Votes . . . . .	944	

#34 City of Upper Arlington Charter  
(WITH 33 OF 33 PRECINCTS COUNTED)

Yes . . . . .	13,014	70.21
No. . . . .	5,523	29.79
Over Votes . . . . .	0	
Under Votes . . . . .	2,506	

#35A Local Op. Westerville 4-B Weekday  
(WITH 1 OF 1 PRECINCTS COUNTED)

Yes . . . . .	730	71.99
No. . . . .	284	28.01
Over Votes . . . . .	0	
Under Votes . . . . .	20	

#35b Local Option Westerville 4-B Sunday  
(WITH 1 OF 1 PRECINCTS COUNTED)

Yes . . . . .	713	70.32
No. . . . .	301	29.68
Over Votes . . . . .	0	
Under Votes . . . . .	20	



VOTES PERCENT

VOTES PERCENT

#36 City of Whitehall Charter - Mayor  
(WITH 13 OF 13 PRECINCTS COUNTED)

Yes . . . . .	2,972	61.05
No. . . . .	1,896	38.95
Over Votes . . . . .	0	
Under Votes . . . . .	406	

#37 City of Whitehall Charter - Terms  
(WITH 13 OF 13 PRECINCTS COUNTED)

Yes . . . . .	2,668	53.53
No. . . . .	2,316	46.47
Over Votes . . . . .	0	
Under Votes . . . . .	290	

#38 City of Whitehall Charter - Gender  
(WITH 13 OF 13 PRECINCTS COUNTED)

Yes . . . . .	2,777	56.17
No. . . . .	2,167	43.83
Over Votes . . . . .	1	
Under Votes . . . . .	329	

#39 City of Worthington Electric Aggregation  
(WITH 19 OF 19 PRECINCTS COUNTED)

Yes . . . . .	6,371	75.08
No. . . . .	2,115	24.92
Over Votes . . . . .	1	
Under Votes . . . . .	673	

#41b Local Option Marble Cliff A  
(WITH 1 OF 1 PRECINCTS COUNTED)

Yes . . . . .	386	88.94
No. . . . .	48	11.06
Over Votes . . . . .	0	
Under Votes . . . . .	6	

#42 Minerva Park Charter Commission  
(WITH 1 OF 1 PRECINCTS COUNTED)

Yes . . . . .	471	57.72
No. . . . .	345	42.28
Over Votes . . . . .	0	
Under Votes . . . . .	37	

Members of Charter Commission - Minerva Park  
Vote for not more than 15  
(WITH 1 OF 1 PRECINCTS COUNTED)

Jeanne Shelley Beeba. . . . .	310	7.64
Paul R. Braskett . . . . .	302	7.44
Richard C. Busick. . . . .	343	8.45
Rani Conger. . . . .	283	6.97
Jennifer Estes. . . . .	337	8.30
Evan Harker. . . . .	270	6.65
Nina Lewis . . . . .	310	7.64
Pamela Park-Curry. . . . .	365	8.99
Kelly C. Parks. . . . .	306	7.54
Sidney A. Townsend . . . . .	327	8.05
Debra Walsh. . . . .	309	7.61
Brian Wolf . . . . .	358	8.82
Over Votes . . . . .	0	
Under Votes . . . . .	8,735	

#44 Blendon Township Police District  
(WITH 10 OF 10 PRECINCTS COUNTED)

For the Tax Levy . . . . .	2,313	72.24
Against the Tax Levy. . . . .	889	27.76
Over Votes . . . . .	0	
Under Votes . . . . .	69	

#45 Hamilton Township Fire Levy  
(WITH 21 OF 21 PRECINCTS COUNTED)

For the Tax Levy . . . . .	1,993	62.30
Against the Tax Levy. . . . .	1,206	37.70
Over Votes . . . . .	0	
Under Votes . . . . .	60	

#46 Perry Township Streets Levy  
(WITH 30 OF 30 PRECINCTS COUNTED)

For the Tax Levy . . . . .	2,003	76.95
Against the Tax Levy. . . . .	600	23.05
Over Votes . . . . .	0	
Under Votes . . . . .	62	

#47b Local Option Prairie-H  
(WITH 1 OF 1 PRECINCTS COUNTED)

Yes . . . . .	233	57.67
No. . . . .	171	42.33
Over Votes . . . . .	0	
Under Votes . . . . .	13	

Laurel Beatty Blunt (Court of Common Pleas, Court of Appeals)

2016-03-15 Ran as Laurel A. Beatty in Primary

2016-07-15 Name Change from Laurel A. Beatty to Laurel Beatty Blunt (assuming she got married)

2016-11-08 Ran as Laurel A. Beatty in General

2018-05-08 Ran as Laurel Beatty Blunt in Primary

2018-11-06 Ran as Laurel Beatty Blunt in General

1. Are you a U.S. citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		2. Will you be at least 18 years of age on or before the next general election? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If you answered NO to either of the questions, do not complete this form.			
3. Last Name <b>BLUNT</b>	First Name <b>LAUREL</b>	Middle Name or Initial <b>BEATTY</b>	Jr., II, etc.
4. House Number and Street (Enter new address if changed) <b>1154 N CREEKWAY COURT</b>		Apt or Lot #	5. City or Post Office <b>COLUMBUS</b>
7. Additional Rural or Mailing Address (if necessary)		6. Zip Code <b>43230</b>	
9. Birthdate (MO-DAY-YR)		10. Ohio driver's license No. OR last 4 digits of Social Security No. (required) <b>FRANKLIN</b>	FOR BOARD USE ONLY SECTION 010 (Rev. 8/08) City, Village, Twp.  Ward  Precinct  School Dist.  Cong. Dist.  Senate Dist.  House Dist.
12. PREVIOUS ADDRESS IF UPDATING CURRENT REGISTRATION		11. Phone No. (voluntary)	
Previous House Number and Street			
Previous City or Post Office		County State	
13. CHANGE OF NAME ONLY Former Legal Name <b>LAUREL A BEATTY</b>			
Former Signature			
I declare under penalty of election falsification I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election, and I will be at least 18 years of age at the time of the general election.			
14. Your Signature			
Date <b>07 / 07 / 2016</b>		<i>Laurel Beatty Blunt</i>	
MO	DAY	YR	

2528

Rec'd 07/12/16 BHW - Plain Co Sec

Elizabeth L. Schuster (Court of Appeals)

2014-05-06 Ran as Betsy Luper Schuster in Primary

2014-11-04 Ran as Betsy Luper Schuster in General

2018-05-08 Ran as Betsy Luper Schuster in Primary

2018-11-06 Ran as Betsy Luper Schuster in General



Cheryl A. Sullivan

2002-02-15 Changed name to Cheryl Ann Sullivan-Moore

2011-12-02 Changed name to Cheryl A. Sullivan (provisional)

2016-03-15 Ran as Cheryl Brooks Sullivan (Board OK at 1/11/16 meeting)

2016-11-08 Ran as Cheryl Brooks Sullivan

THIS IS AN APPLICATION FOR A <input checked="" type="checkbox"/> NEW REGISTRATION <input type="checkbox"/> ADDRESS CHANGE <input type="checkbox"/> NAME CHANGE												
1 Last Name <u>Sullivan-Moore</u>			2 First Name <u>Cheryl</u>			3 Middle Name <u>Ann</u>		4 Jr., K, etc.				
5 House Number and Street (Enter new address if changed) <u>1886 Berkeley Ave</u>					6 City or Post Office <u>Col</u>		7 Zip Code <u>43207</u>					
8 Additional Rural or Mailing Address (if necessary)					9 County where you live							
10 Birthdate		11 Birthplace <u>Col, Oh</u>		12 Social Security No. (voluntary)		13 Phone No. (voluntary) <u>943-5184</u>		14 FOR BOARD USE ONLY (Rev. 10/06)				
15 ADDRESS CHANGE ONLY - PREVIOUS ADDRESS												
16 Previous House Number and Street				17 Previous City or Post Office		18 County		19 State				
20 CHANGE OF NAME ONLY		21 Former Legal Name				22 Former Signature						
I declare under penalty of election falsification I am a citizen of the United States, will have lived in this state, county, and precinct for 30 days immediately preceding the next election, and I will be at least 18 years of age at the time of the general election.												
23 Signature of Applicant → <u>[Signature]</u>		Date <u>11/20/16</u>										
MO		DAY		YR								

**PROVISIONAL BALLOT AFFIRMATION**  
R.C. 3303.19, 3536.181, 3536.182  
TO BE COMPLETED BY THE VOTER

Cheryl Sullivan ✓  
(Printed name of voter) solemnly swear or affirm that I am a citizen of the state of Ohio and that I have lived in this state for 30 days immediately preceding this election, and that I am eligible to vote in the election in which I am voting.

**CURRENT RESIDENTIAL ADDRESS**  
1886 Berkeley Rd  
HOUSE # AND STREET  
Columbus 43207 APT #  
CITY AND ZIP  
Franklin  
COUNTY

**FORMER ADDRESS**  
HOUSE # AND STREET  
CITY AND ZIP  
COUNTY

Form No. 2-G Prescribed by Secretary of State (06-10)  
BOARD OF ELECTIONS  
005046

**DECLARATION OF CANDIDACY**  
PARTY PRIMARY ELECTION  
For County Office

**FILED**  
2015 DEC 16 PM 3:42  
FRANKLIN COUNTY  
BOARD OF ELECTIONS

To be filed with the Board of Elections not later than 4 p.m. of the 90<sup>th</sup> day before the day of the primary election.  
Revised Code 3513.05, .07, .08, .09, .10, .191, 3501.38

NOTE - THE CANDIDATE MUST FILL IN, SIGN AND DATE THIS DECLARATION BEFORE PETITIONS ARE CIRCULATED.

I, Cheryl Sullivan, the undersigned, hereby declare under penalty of election falsification that my voting residence address is 1886 Berkeley Rd, Columbus, Ohio 43207, and I am a qualified elector.

(Name of Candidate)  
(Street and Number, if any, or Rural Route Number)  
(City or Village)  
(Zip Code)

SULLIVAN, CHERYL | TRIMMS

PRINT NAME Cheryl Brooks Sullivan  
As to appear on ballot

ADDRESS 1880 Berkeley Road

POST OFFICE Columbus ZIP 43207

PRINT PHONE -- Business 614-381-6343 Home 614-381-6343

OFFICE FOR WHICH FILED County Treasurer

SUBDIVISION Franklin POLITICAL PARTY Dem

I hereby declare that the above information is correct and that the Franklin County Board of Elections is requested and authorized to place my name on the ballot at the next election at which my name may be presented for the office for which I have filed exactly as the name is printed above.

SIGNATURE [Signature] DATE 12/16/15

NOTE: If ballot name is to be different than registration -- explanation may be necessary.

Jennifer A. Best (Worthington CSD Bd of Ed)

2001-11-06 Ran as Jennifer Hitt Best (Hitt is her maiden name)

2005-11-08 Ran as Jennifer H. Best (unopposed)

2009-11-03 Ran as Jennifer A. Best (unopposed)

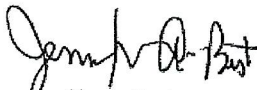
2013-11-05 Ran as Jennifer Hitt Best

2017-11-07 Ran as Jennifer Best

Dear Mr. Anthony –

I am a candidate for School Board in Worthington City Schools. My legal name is Jennifer A. Best (using my middle initial and married name). I requested on the card I filled out when filing my petitions to have my name appear on the ballot as Jennifer Hitt Best. Hitt is my maiden name. I grew up in Worthington and many know me by that name. I made the same request, which was accepted, in 2001 and 2005 (letters attached). I did not make the request in 2009 as I was running unopposed.

Thank you for your consideration. Please let me know if you have any questions.



Jennifer A. Best  
2168 Sutter Pkwy  
Dublin, OH 43016  
614-565-9715

Nancy S. Nestor Baker (Westerville CSD Bd of Ed)

2013-11-05 Ran as Nancy Nestor Baker

2017-06-09 Changed name from Nancy N. Baker to Nancy S. Nestor Baker

2017-11-07 Ran as Nancy Nestor-Baker

Suzanne K. Tyack (CCC)

2018-02-01 Changed name from Suzanne K. Sabol to Suzanne K. Tyack

2018-05-08 Ran as Suzanne K. Tyack

I am:  Registering as an Ohio voter  Updating my address  Updating my name

1. Are you a U.S. citizen?  Yes  No  
2. Will you be at least 18 years of age on or before the next general election?  Yes  No  
If you answered NO to either of the questions, do not complete this form.

3. Last Name: Tyack, First Name: Suzanne, Middle Name or Initial: K, Jr., II, etc.:  
4. House Number and Street (Enter new address if changed): 5949 Kilbeqqan St., Apt. or Lot #: , 5. City or Post Office: Galloway, 6. ZIP Code: 43119  
7. Additional Mailing Address (if necessary): , 8. County (where you live): Franklin  
9. Birthdate (MM/DD/YYYY) (required): , 10. Ohio Driver's License number OR Last Four Digits of Social Security number (one form of ID required to be listed or provided): , 11. Phone Number (voluntary):  
1801024BIP, TYACK SUZANNE K, 5949 KILBEGGAN ST, GALLOWAY OH 43119, 780097076 ABHEALY, N - Previous House Number and Street:  
Former Signature: Suzanne K. Sabol, Date: 02/01/2018  
Your Signature: Suzanne K. Tyack

14. I declare under penalty of election falsification I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election, and will be at least 18 years of age at the time of the general election.

FOR BOARD USE ONLY SEC4010 (rev. 4/15)  
City, Village, Twp.:  
Ward:  
Precinct:  
School Dist.:  
Cong. Dist.:  
Senate Dist.:  
House Dist.:

Jennifer G. Imes LuPiba (CCC)

2008-03-04 Ran as Jennifer Imes

2009-01-26 Changed name from Jennifer G. Imes

2010-05-04 Ran as Jennifer Imes LuPiba

2012-03-06 Ran as Jennifer LuPiba

1. Are you a U.S. citizen?  Yes  No  
2. Will you be at least 18 years of age on or before the next general election?  Yes  No  
If you answered NO to either of the questions, do not complete this form.

3. Last Name: LUPIBA, First Name: JENNIFER, Middle Name or Initial: G IMES, Jr., II, etc.:  
4. House Number and Street (Enter new address if changed): 1730 KING AVE APT D, Apt. or Lot #: , 5. City or Post Office: COLUMBUS, 6. ZIP Code: 43212-2050  
7. Additional Rural or Mailing Address (if necessary): , 8. County where you live: FRANKLIN  
9. Birthdate (MM-DAY-YR): , 10. Ohio driver's license No OR last 4 digits of Social Security No (required): , 11. Phone No (voluntary):  
12. PREVIOUS ADDRESS IF UPDATING CURRENT REGISTRATION: Previous House Number and Street: 0922011BMV LUPIBA JENNIFER G IMES 040217134 RLMARTIN, Previous City or Post Office: 1730 KING AVE APT D COLUMBUS OH 43212  
13. CHANGE OF NAME ONLY Former Legal Name: JENNIFER G IMES  
14. Your Signature: Jennifer G. LuPiba, Date: 01 / 09 / 2009 (MO DAY YR)

FOR BOARD USE ONLY SEC4010 (Rev 9/08)  
City, Village, Twp.:  
Ward:  
Precinct:  
School Dist.:  
Cong. Dist.:  
Senate Dist.:  
House Dist.:

Jessica A. Barwell (Court of Common Pleas)

2017-12-29 Changed name from Jessica A. Lagarce

2018-05-08 Ran in Primary as Jessica A. Barwell

I am:  Registering as an Ohio voter  Updating my address  Updating my name

1. Are you a U.S. citizen?  Yes  No  
2. Will you be at least 18 years of age on or before the next general election?  Yes  No  
If you answered NO to either of the questions, do not complete this form.

3. Last Name BARWELL	First Name JESSICA	Middle Name or Initial A	Jr., II, etc.
4. House Number and Street (Enter new address if changed) 6695 ELMERS COURT	Apt. or Lot #	5. City or Post Office WORTHINGTON	6. ZIP Code 43085
7. Additional Mailing Address (if necessary)	8. County (where you live) FRANKLIN	FOR BOARD USE ONLY SEC4010 (rev. 4/1)	
9. Birthdate (MM/DD/YYYY) (required)	10. Ohio Driver's License number OR Last Four Digits of Social Security number (one form of ID required to be listed or provided)	11. Phone Number (voluntary) 6145786303	City, Village
12. PREVIOUS ADDRESS IF UPDATING CURRENT REGISTRATION - Previous House Number and Street 321 Tappan St.			
Previous City or Post Office Columbus	Previous County Franklin	Previous State OH	War
13. CHANGE OF NAME ONLY Former Legal Name Jessica Lagarce			Former Signature <i>J.A. Lagarce</i>
14. I declare under penalty of election falsification I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election, and will be at least 18 years of age at the time of the general election.			City, Village
Your Signature <i>Jessica Barwell</i>			War
Date (MM/DD/YYYY) 12/29/17			Prod
			School
			Cong.
			State
			House

W. Shawna Gibbs (Columbus CSD Bd of Ed)

2007-03-21 Changed name from Weirdella L. Gibbs to Weirdella Shawna Gibbs

2007-11-06 Ran as W. Shawna Gibbs

2011-01-11 Changed name to W. Shawna Gibbs

2011-11-08 Ran as W. Shawna Gibbs

**DECLARATION OF CANDIDACY  
NON-PARTISAN PRIMARY ELECTION  
FOR MEMBER OF THE BOARD OF EDUCATION**

000789  
To be filed with the Board of Elections not later than 4 p.m. of the 90<sup>th</sup> day before the primary election.  
Revised Code 3501.38, 3513.254, 3513.255, 3513.256

11 FEB -2 PM 1:28

NOTE - THE CANDIDATE MUST FILL IN, SIGN AND DATE THE STATEMENT OF CANDIDACY BEFORE PETITIONS ARE CIRCULATED.

W. SHAWNA GIBBS, the undersigned, hereby declare under penalty  
(Name of Candidate)  
election falsification that my voting residence address is 2331 ARGYLE DR.  
(Street and Number, if any, or Rural Route Number)  
COLUMBUS, Ohio 43219, and I am a qualified elector in the school

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE

1. Are you a U.S. citizen?  Yes  No  
2. Will you be at least 18 years of age on or before the next general election?  Yes  No  
If you answered NO to either of the questions, do not complete this form.

3. Last Name: Gibbs First Name: Weirdella Middle Name or Initial: Shawna Jr., II, etc.:  
4. House Number and Street (Enter new address if changed): 2331 Argyle Drive Apt. or Lot #: City or Post Office: Columbus Zip Code: 43219  
7. Additional Rural or Mailing Address (if necessary): 8. County where you live: Franklin FOR BOARD USE ONLY  
9. Birthdate (MO-DAZ-YR): 10. Ohio driver's license No. OR last 4 digits of Social Security No. (if equal): 11. Phone No. (voluntary):  
12. PREVIOUS ADDRESS IF UPDATING CURRENT REGISTRATION  
Previous House Number and Street: Previous City or Post Office: County: State:  
13. CHANGE OF NAME ONLY: Former Legal Name: Former Signature:  
I declare under penalty of election falsification I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election, and will be at least 18 years of age at the time of the general election.  
14. Your Signature: Weirdella Shawna Gibbs  
Date: 3, 21, 07  
MO DAY YR  
RECEIVED  
2007 MAR 21 PM 4:08  
BOARD OF ELECTIONS

1. Are you a U.S. citizen?  Yes  No  
2. Will you be at least 18 years of age on or before the next general election?  Yes  No  
If you answered NO to either of the questions, do not complete this form.

3. Last Name: Gibbs First Name: Weirdella Middle Name or Initial: Shawna Jr., II, etc.:  
4. House Number and Street (Enter new address if changed): 2331 Argyle Drive Apt. or Lot #: City or Post Office: Columbus Zip Code: 43219  
7. Additional Rural or Mailing Address (if necessary): 8. County where you live: Franklin FOR BOARD USE ONLY  
9. Birthdate (MO-DAZ-YR): 10. Ohio driver's license No. OR last 4 digits of Social Security No. (if equal): 11. Phone No. (voluntary):  
12. PREVIOUS ADDRESS IF UPDATING CURRENT REGISTRATION  
Previous House Number and Street: Previous City or Post Office: County: State:  
13. CHANGE OF NAME ONLY: Former Legal Name: Former Signature:  
I declare under penalty of election falsification I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election, and will be at least 18 years of age at the time of the general election.  
14. Your Signature: W. Shawna Gibbs  
Date: 1, 11, 11  
MO DAY YR



Catherine Cowan (CCC)

2016-03-15 Ran as Cathy Cowan Becker

Dear Mr. Mackey,

Thank you so much for your letter certifying my candidacy for Ward 79 representative to the Central Committee of the Franklin County Democratic Party. Attached is an electronic copy of the information you asked for. A hard copy should also reach your office tomorrow.

If possible, I would like to be listed on the ballot by my married name, which is Cathy Cowan Becker. My maiden name is still my legal name, but most people know me by my married name.

If you have any questions, please don't hesitate to contact me at [becker.271@gmail.com](mailto:becker.271@gmail.com), or 937-271-1247.

Thank you again, and I look forward to the primary campaign!

Cathy Cowan Becker  
4275 White Spruce Lane  
Grove City, Ohio 43123

Diana L. Orum (Groveport Madison LSD Bd of Ed)

2017-11-07 Ran as Diana Fortner Orum

Jeff

This is to notify you I would like my maiden name Fortner on the ballot for Groveport Madison School Board.

Thanks

Diana Fortner-Orum  
Vice President

Fortner Fine Living  
1271 Edgehill Road  
Columbus OH 43212

614-291-1800 -P 614-291-2999-F

[www.fortnerinc.com](http://www.fortnerinc.com)

Rebecca J. Vanest (Groveport Madison LSD Bd of Ed)

2012-10-01 Changed named from Rebecca J. Martin to Rebecca J. Vanest

2013-08-19 Board approved alternated name request

Mr. Mackey

Martin is my maiden name and feel this would provide me with more voter recognition. Vanest is my newly married name.

I would appreciate consideration of the board to allow my ballot to read.

Becky Martin Vanest

Thank you,

Becky

2013-10 Withdrew from the contest

Debra M. Waites (Canal Winchester LSD Bd of Ed)

2013-08-19 Board approved alternated name request

Thank you for contacting me Jeff.

I would like the board to consider permitting me to run under the name Debra Jackson Waites. Jackson is my maiden name, Waites my married name. During this term I finalized my divorce and I am considering going back to my maiden name in the future.

I do understand that since I did not choose to do this during the actual divorce my legal name is still Debra Waites, and if the board chooses to have my name listed as Debra M Waites I understand.

Another reason I would like to have my maiden name listed if possible is that I grew up in the area, as did my parents, and it would help those voting make the connection.

I will understand the board deciding either way on this. Just let me know!

Thank you again for all your assistance, I really appreciate it!

Debra Waites

2013-11-05 Ran as Debra Jackson Waites

### **3513.06 Change of name of candidate.**

If any person desiring to become a candidate for public office has had a change of name within five years immediately preceding the filing of the person's declaration of candidacy, the person's declaration of candidacy and petition shall both contain, immediately following the person's present name, the person's former names. Any person who has been elected under the person's changed name, without submission of the person's former name, shall be immediately suspended from the office and the office declared vacated, and shall be liable to the state for any salary he has received while holding such office. The attorney general in the case of candidates for state offices, the prosecuting attorney of the most populous county in a district in the case of candidates for district offices, and the prosecuting attorney of the county in the case of all other candidates shall institute necessary action to enforce this section.

This section does not apply to a change of name by reason of marriage; to a candidate for a state office who has once complied with this section and who has previously been elected to a state office; to a candidate for a district office who has once complied with this section and who has previously been elected to a state or district office; to a candidate for a county office who has once complied with this section and has previously been elected to a state, district, or county office; to a candidate for a municipal office who has once complied with this section and has previously been elected to a municipal office; or to a candidate for a township office who has once complied with this section and has previously been elected to a township office; provided that such previous election was one at which his candidacy complied with this section.

Effective Date: 08-22-1995 .



**3513.271 Name change within five years immediately preceding filing of statement of candidacy.**

If any person desiring to become a candidate for public office has had a change of name within five years immediately preceding the filing of his statement of candidacy, both his statement of candidacy and nominating petition must contain, immediately following the person's present name, the person's former names. Any person who has been elected under the person's changed name, without submission of the person's former name, shall be immediately suspended from the office and the office declared vacated, and shall be liable to the state for any salary the person has received while holding such office. The attorney general in the case of candidates for state offices, the prosecuting attorney of the most populous county in a district in the case of candidates for district offices, and the prosecuting attorney of the county in the case of all other candidates shall institute necessary action to enforce this section.

This section does not apply to a change of name by reason of marriage; to a candidate for a state office who has once complied with this section and who has previously been elected to a state office; to a candidate for a district office who has once complied with this section and who has previously been elected to a state or district office; to a candidate for a county office who has once complied with this section and has previously been elected to a state, district, or county office; to a candidate for a municipal office who has once complied with this section and has previously been elected to a municipal office; or to a candidate for a township office who has once complied with this section and has previously been elected to a township office; provided that such previous election was one at which his candidacy complied with this section.

Effective Date: 08-22-1995 .



63 Ohio St.2d 336  
Supreme Court of Ohio.

The STATE ex rel. MORRISON

v.

FRANKLIN COUNTY BOARD OF ELECTIONS et al.

No. 80-836.  
|  
Sept. 25, 1980.

### Synopsis

State senate candidate brought action seeking a writ of mandamus to direct the county board of elections and its members to place his name on the ballot in the form to which he claimed he had changed it. The Supreme Court held that there was no indication that the decision of the board was tainted with fraud or corruption or resulted from an abuse of discretion or a clear disregard of applicable law, and, therefore, decision that candidate's name should be placed on ballot in the form of his former name would not be reversed.

Writ denied.

Holmes, J., dissented and filed opinion in which Dowd, J., concurred.

Paul W. Brown, J., dissented.

West Headnotes (4)

#### [1] Names

##### 🔑 Change

At common law person can change his name at will if there is no intent to deceive or defraud.

2 Cases that cite this headnote

#### [2] Election Law

##### 🔑 Names and designations of candidates

Where state senate candidate had filed application for change of voting status on grounds that he had changed his name, used former name in making statement that

he had changed his name and signed new name as his present name, reasonable minds could reach different conclusions as to what he considered his name to be, and, if it was changed, when such change took place, and, therefore, without indication of fraud, corruption, disregard of applicable law or abuse of discretion, decision to put candidate's former name on ballot would not be reversed. R.C. § 3513.06.

7 Cases that cite this headnote

#### [3] Election Law

##### 🔑 Names and designations of candidates

If, in fact, portion of name which state senate candidate alleged was changed was nickname, Secretary of State and county board of elections did not abuse its discretion in denying candidate's request that such new name be placed on ballot. R.C. § 3513.06.

1 Cases that cite this headnote

#### [4] Mandamus

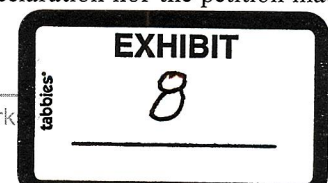
##### 🔑 Scope of inquiry and powers of court

Ordinarily, decision of board of elections is final and will be reviewed by Supreme Court only to ascertain whether it is tainted with fraud or corruption or resulted from abuse of discretion or clear disregard of applicable law.

6 Cases that cite this headnote

**\*\*764 \*336** On February 21, 1980, relator registered to vote under the name of Fred L. Morrison. On March 4, 1980, he filed an application for a change of voting status. In the application he stated that on March 4, 1980, he had changed his name on the voter registration in Franklin County from Fred L. Morrison to Fred "Curly" Morrison.

**\*\*765** On March 20, 1980, relator filed his declaration of candidacy for the Republican nomination for the office of State Senator. He signed the declaration as Fred "Curly" Morrison. Neither the declaration nor the petition made



any mention of his recent purported name change or his former name.

R.C. 3513.06 provided that any person who has changed his name within ten years preceding the filing of a declaration of candidacy and petition must state his former name in both the declaration and the petition.

A motion was made to the Franklin County Board of Elections that relator's name be placed on the ballot as Fred L. Morrison. The motion resulted in a tie vote. The matter was submitted to the Secretary of State for decision pursuant to R.C. 3501.11.

The Secretary of State, by a letter to the board of elections dated April 30, 1980, decided that relator's name should appear on the ballot as Fred L. Morrison. In his letter informing the board of his decision, he explained that his vote in favor of the motion was required by case law and administrative rulings on the subject. He also explained that if relator had actually changed his name, his declaration of candidacy would have been invalid since he failed to include his former name as required by R.C. 3513.06. This would have prevented \*337 the Republican voters in that district from having a Republican candidate for State Senator on the ballot.

On May 27, 1980, a motion was presented to the board to place the name of relator on the ballot as Fred Curly Morrison. The motion once again resulted in a tie vote. One of the members of the board changed her vote with the consequence that the matter would not be resubmitted to the Secretary of State for decision but would be settled by decision of a court, and the motion was denied by a three-to-one vote.

Relator then brought this action seeking a writ of mandamus directing the respondent board of elections and its members to place his name as "Fred Curly Morrison" on the November ballot as a candidate for the office of State Senator from the 16th Senatorial District.

The Secretary of State obtained leave to participate as an intervening respondent.

#### Attorneys and Law Firms

John S. Zonak, Columbus, for relator.

Michael Miller, Pros. Atty., and Keith E. Henry, for respondents.

William J. Brown, Atty. Gen., and Thomas V. Martin, Asst. Atty. Gen., Columbus, for intervenor-respondent, Secretary of State.

#### Opinion

PER CURIAM.

With regard to the primary issue before us-relator's true name-this court, after reviewing the briefs and supporting documents, is in much the same quandary as that expressed by the intervenor-respondent: "It is not clear from the actions of relator and the arguments in his brief whether he considers 'Curly' as a nickname or whether he actually intended to change his name to include 'Curly' as part of his true name."

[1] The relator obviously wants "Curly" to be considered part of his name and points to a long history of using it for business and social purposes. Further, at common law a person can change his name at will if there is no intent to deceive or defraud. 57 American Jurisprudence 2d 282, Section 11; 65 C.J.S. Names s 11(2), p. 26, and cases cited therein.

Even if Fred Curly Morrison also employed the name Fred L. Morrison at certain times, this would not necessarily \*338 invalidate his nomination under the reasoning of the Secretary of State. The Secretary of State relies upon R.C. 3513.06 which requires any candidate who changes his name to circulate petitions with both his former name and his current name and states that failure to so do invalidates such petitions. But, in Pierce v. Brushart (1950), 153 Ohio St. 372, 92 N.E.2d 4, this court considered a situation analogous to that sub judice and determined that, where a person signed a declaration of candidacy using a name which he had adopted and by which he had \*\*766 been generally known in the community for years, the fact that during the same time he had used another name on certain occasions did not make such signing a change of name and invalidate his petitions.

[2] Thus, relator could have argued that his use of two names in good faith-even though only one was listed on his petitions-did not disqualify him, if his own statement did not contradict his present stance. It seems that a person's own statement concerning his true name

should be considered as persuasive evidence concerning this factual issue. On March 4, 1980, the relator filed an application for change of voting status, pursuant to R.C. 3503.19, which reads as follows:

“I, Fred L. Morrison, who am registered from 120 Price Avenue, City of Columbus, Ohio, have, on 3-4-80, changed my name to Fred ‘Curly’ Morrison, and desire to be registered for the purpose of voting under said new name.

Signed Fred Curly Morrison /s/

Signed Present Name

Signed Fred L. Morrison /s/

Signed Former Name“

Reasonable minds might reach different conclusions as to what the relator considered his name to be, and, if it was changed, when such change took place.

[3] If “Curly” is, in fact, a nickname, this court in a similar situation, in State ex rel. Sterne v. Bd. of Elections (1969), 20 Ohio St.2d 41, 252 N.E.2d 641, found no abuse of discretion on the part of the Secretary of State or a board of elections in denying a candidate's request that her nickname be place on the ballot.

[4] Ordinarily a decision of a board of elections is final and will be reviewed by this court only to ascertain whether it is \*339 tainted with fraud or corruption or resulted from an abuse of discretion or a clear disregard of the applicable law. Sullivan v. State (1932), 125 Ohio St. 387, 181 N.E. 805; Pierce v. Brushart, supra. None of these grounds for reversing the board is apparent, and its decision must stand.

The writ is denied.

CELEBREZZE, C. J., and WILLIAM B. BROWN, SWEENEY and LOCHER, JJ., concur.

PAUL W. BROWN, HOLMES and DOWD, JJ., dissent.

HOLMES, Justice, dissenting.

I believe that the Franklin County Board of Elections abused its discretion in this matter. I therefore dissent.

Because of the fundamental importance of the right of the citizens of this state to choose those who will govern, it is incumbent upon administrative boards, as well as the courts, to make decisions which further the informed exercise of that right. The decision of the board in the instant cause hinders, rather than promotes, the voters' right to make an informed choice between candidates, and, thus, is an abuse of that board's discretion.

It has been agreed to by the parties hereto that relator has used the name of Fred Curly Morrison continuously for the past 40 years, and that there is no misrepresentation, fraud or bad faith in the use of that name by relator. Indeed, the opposite appears to be true.

Relator has used the appellation “Curly” for many years as a well-known athlete and businessman. That name has over the years, risen to the status of the publicly-accepted designation for his person. Denying relator the right to appear on the ballot as Fred Curly Morrison does not serve the voters of the 16th Ohio Senatorial District, and has no reasonable basis in logic or law.

The arbitrary nature of the board's decision is underscored by the fact that relator does not seek to use his “nickname” in lieu of his given name. He seeks to use both names. Because this would aid the voters in identifying the candidates, and would not mislead them, I believe the board's decision was without a rational basis, and violates the intent of the election laws of this state.

\*340 The board has abused its discretion, and the writ should issue.

DOWD, J., concurs in the foregoing dissenting opinion.

All Citations

63 Ohio St.2d 336, 410 N.E.2d 764, 17 O.O.3d 420

153 Ohio St. 372  
Supreme Court of Ohio.

PIERCE  
v.  
BRUSHART et al.

No. 32170.  
|  
April 19, 1950.

**Synopsis**

Action by one Pierce against one Brushhart, and others, the Board of Elections of Scioto County and Hubert R. Carrington also known as Phillips to enjoin the board from printing the name of Hubert Phillips on the ballot, and to enjoin Hubert R. Carrington from becoming a candidate for state senator. The Court of Appeals for Scioto County affirmed an adverse judgment of the Court of Common Pleas, and Hubert R. Carrington appealed. The Supreme Court, Hart, J., held that the failure of the candidate to include in his petition and declaration another name other than the one used by him for many years did not invalidate the petition.

Judgment reversed.

Weygandt, C. J., dissented.

West Headnotes (8)

[1] **Election Law**

🔑 Purpose and construction in general

Requirements of the state election statutes are mandatory and must be strictly complied with.

3 Cases that cite this headnote

[2] **Election Law**

🔑 Determination by public officers

Although a board of elections may declare a declaration of candidacy and petition invalid where they do not conform to requirements of law even though no protests were filed, or were not filed within time required because of

board's inherent power to determine validity of declaration and petition, yet where protest is not filed with board before required day prior to election, it is too late; and board may disregard it. Gen.Code, § 4785-92.

1 Cases that cite this headnote

[3] **Election Law**

🔑 Names and designations of candidates

**Mandamus**

🔑 Announcing candidacy, placing names on ballot, and filing and certifying ticket

Where a candidate has complied with statutory provisions with regard to preparation and filing of declaration of candidacy and petition, board of elections has no discretion in the matter, but has a ministerial duty to certify the candidate's name to be printed on the ballot, and may be compelled by mandamus to perform that duty. Gen.Code, § 4785-92.

1 Cases that cite this headnote

[4] **Election Law**

🔑 Filing and notice of objections

Where candidate for public office filed declaration of candidacy timely, and thereafter an objection and protest to the declaration, on ground that candidate's name was not his correct name, was filed after date fixed by statute, protest was of no effect, and board of elections could disregard it. Gen.Code, § 4785-92.

1 Cases that cite this headnote

[5] **Election Law**

🔑 Conditions precedent

In absence of fraud or bad faith, courts may not override a finding of a board of elections having jurisdiction of the subject matter, to effect that declaration of candidacy and petition of candidate for nomination to public office is valid, where no protest against declaration and petition was filed with board





within time required by statute. Gen.Code, § 4785-92.

4 Cases that cite this headnote

4 Cases that cite this headnote

[6] Names

🔑 Assumed names

A person may adopt any name he may choose so long as such change is not made for fraudulent purposes. Gen.Code, § 12209.

18 Cases that cite this headnote

[7] Election Law

🔑 Requisites and sufficiency

Purpose of the statute requiring that declaration of candidacy and petition of a person who has changed his name within ten years next preceding filing must contain present name and former names is to prevent candidate from changing his name to another to avoid an unfavorable result in the use of the abandoned name or to secure advantage by use of such other name. Gen.Code, §§ 4785-70a, 4785-90a, 4785-92, 4785-98a.

3 Cases that cite this headnote

[8] Election Law

🔑 Requisites and sufficiency

Election Law

🔑 Effect of irregularities or defects

Where person in signing declaration of candidacy and petition for nomination to public office used name which he had adopted and by which he had been generally known in community in which he resided for many years both before and after enactment of statutes requiring candidates who change name within ten years next preceding filing to include both names in petition, and candidate had used name for more than ten years before filing of declaration, failure to include another name used during the same period of time did not invalidate his petition and declaration. Gen.Code, §§ 4785-70a, 4785-90a, 4785-92, 4785-98a.

**\*\*5 Syllabus by the Court.**

**\*372** 1. In the absence of fraud or bad faith, the courts may not override a finding of a board of elections, having jurisdiction of the subject matter, to the effect that a declaration of candidacy and petition of a candidate for nomination to a public office is valid, where no protest against such declaration and petition was filed with such board within the time required by statute.

2. Where a person, in the signing of a declaration of candidacy and petition for nomination to a public office, used a name which he had adopted and by which he had been generally known in the community in which he resided for many years both before and after the enactment of Sections 4785-70a and 4785-90a, General Code, and for more than 10 years before the filing of such declaration of candidacy and petition, the fact that during the same period of time he used another name on certain occasions does not make such signing a change of name within the purview and meaning of such sections.

**\*373** The plaintiff instituted this action to enjoin the members of the Board of Elections of Scioto County from printing the name of Hubert Phillips on the ballot and to enjoin Hubert R. Carrington, also known as Hubert Phillips, from becoming a candidate for state senator.

The case was heard in the Common Pleas Court of Scioto County upon a stipulation of facts submitted by the parties as follows:

‘It is stipulated by counsel for the plaintiff and counsel for defendant designated in the petition as ‘Hubert R. Carrington,’ also known as Hubert Phillips and hereinafter designated ‘candidate,’ that the allegations of the petition concerning the residency and status of the plaintiff are true, and that it is further stipulated that the candidate filed his declaration of candidacy as a candidate for state senator for the seventh and eighth districts of Ohio under the name of Hubert Phillips; that said petition was filed on the 1st day of February, 1950, and said petition was thereafter determined valid by the Board of Elections of Scioto County, Ohio, the most

populous county of said seventh and eighth districts, and that thereafter the plaintiff, after the date fixed by statute for the filing of protest, filed an objection and protest to the Board of Elections of Scioto County, Ohio to the declaration of candidacy of the candidate filed as aforesaid on the ground that Hubert Phillips was not the correct name of the candidate and that his real name was Hubert Carrington.

'It is further stipulated and agreed that the defendant, Board of Elections of Scioto County, Ohio, refused to take any further action against the petition of the candidate on the grounds that the time within \*374 which protest could be filed had expired at the time of said protest by the plaintiff.

'It is further stipulated that the candidate resides at Black Fork, Ohio; that the name of the father of the candidate was Hubert Carrington, and that the candidate was married under the name of Hubert Carrington.

'It is further stipulated that the candidate has been employed under the name of Carrington and his present social security number lists his name as Carrington.

'It is further stipulated and agreed that the candidate in filing his petition as a candidate for senator for the state of Ohio under the name of Hubert Phillips, had full knowledge that his father's name was \*\*6 Carrington and that his own family name was Carrington.

'It is further stipulated that the wife of the candidate owns real estate which is carried on the tax duplicate under the name of Carrington and that the candidate has never had a change of name made pursuant to Section 12209 of the General Code of Ohio.

'It is further stipulated that when the candidate was about seven years of age his mother married a man by the name of Harry Phillips and that thereafter the candidate's friends and associates started calling him Hubert Phillips. That during all the years since the candidate was about seven years old, he has been generally known among the people with whom he has associated as Hubert Phillips and has not been generally known as Hubert Carrington; that the candidate in about 1913 registered at school at Portsmouth, Ohio under the name of Hubert Phillips; that on November 9, 1931, he was elected township clerk of Washington township in Lawrence county, Ohio as Hubert Phillips; and that he has served as clerk of said township \*375 during all the years since January, 1932

under the name of Hubert Phillips; that he owns real estate in Washington township, section 128 Lawrence county, Ohio in the name of Hubert Phillips and pays his taxes in the name of Hubert Phillips.

'It is further stipulated by the parties hereto that this cause may be considered on the merits and be received by this court as a final submission of this cause subject to the right of counsel for the candidate to file for record purposes such answer as may be considered proper.'

The Common Pleas Court granted a permanent injunction as prayed for in the petition, enjoining the board of elections from allowing or permitting the name of Hubert Phillips to appear on the ballot at the primary election to be held in Scioto county on May 2, 1950, and requiring such board to certify to the other counties of the senatorial districts the invalidity of the declaration of candidacy and petition for state senator under the name of Hubert Phillips and enjoining the defendant Hubert Carrington from seeking nomination for the office of state senator from the seventh and eighth senatorial districts of the state of Ohio.

The candidate appealed to the Court of Appeals on questions of law and fact, but that court held that the case should be heard on questions of law on an agreed statement of facts contained in the record as stipulations of the parties to be considered in lieu of a bill of exceptions, with an additional stipulation of facts agreed upon by the parties in the Court of Appeals.

The additional stipulation of facts is as follows:

'It is stipulated by counsel for the appellant and appellee that this appeal be finally submitted to the court on the following agreed statement of facts and upon the pleadings and stipulation of fact contained in the \*376 transcript of the proceedings in the Common Pleas Court:

'It is further stipulated that the declaration of candidacy and petition of the appellant referred to in the pleadings and stipulations herein did not contain any name except that of Hubert Phillips as referring to or designating the appellant as a candidate for the office of state senator from the seventh and eighth Ohio districts.

'It is further stipulated that the name of Hubert Carrington referred to in the answer of appellant as one of his two names was used by the appellant when he registered for United States army service in 1942 and that

appellant has used both the names Hubert Carrington and Hubert Phillips on his income tax returns during all the years since he begun paying income tax and in particular during years 1947, 1948 and 1949 said returns were made 'Hubert Carrington also known as Hubert Phillips.'

'It is further stipulated that the candidate was married under the name of Hubert Carrington on May 15, 1925, and that during all the years since he has engaged in public employment he has alternated between the names of Hubert Phillips and Hubert Carrington, using the name Hubert \*\*7 Phillips during part of the time and Hubert Carrington during the balance of the time.

'It is further stipulated that the candidate received a deed for real estate and recorded the same under date of March 27, 1933, with the County Recorder of Lawrence County, Ohio, in Deed Book 140, page 250, Lawrence County Deed Records, and that the name of one of the grantees in said deed was Hubert Phillips.'

The Court of Appeals affirmed the judgment of the Common Pleas Court.

The case is now in this court for review by reason of the allowance of a motion to certify the record.

#### Attorneys and Law Firms

\*377 J. Earl Pratt, Ironton, for appellant.

Ernest G. Littleton, Portsmouth, for appellee.

#### Opinion

HART, Judge.

This court is first called upon to determine whether in the absence of fraud or bad faith the courts may override a finding of a board of elections having jurisdiction of the subject matter to the effect that a declaration of candidacy and petition of a candidate for nomination to a public office is valid where no protest against such declaration of candidacy and petition has been filed with such board within the time required by statute.

The pertinent portions of Section 4785-92, General Code, read as follows:

'All separate petition papers comprising the nominating petition of a candidate for election at a general election shall be filed as one instrument not later than 6:30 p. m. of the ninetieth day before the day of such general election,

and shall be accompanied by the written acceptance of nomination by the nominee named in such petition. \* \* \*

'\* \* \* If the petition nominates a candidate whose election is to be determined by the electors of a district comprised of more than one county but less than all of the counties of the state, it shall be filed with the board of elections of the most populous county in such district. \* \* \*

'All petition papers so transmitted to a board of elections, and all nominating petitions filed with a board of elections, shall, under proper regulations, be open to public inspection until 6:30 p. m. of the eighty-fifth day before the day of such general election. \* \* \*

'Protests against nominating petitions may be filed by any qualified elector eligible to vote for the candidate whose nominating petition he objects to, not later than 6:30 p. m. of the eightieth day before the day of \*378 such general election. Such protests shall be filed with the election officials with whom the nominating petition was filed. Upon the filing of such protest, the election officials with whom it is filed shall promptly fix the time for hearing same, and shall forthwith mail notice of the filing of such protest and the time for hearing same to the person whose nomination is protested. \* \* \* At the time so fixed such election officials shall hear the protest and determine the validity or invalidity of the petition. Such determination shall be final.'

[1] This court has repeatedly held that the requirements of the state election statutes are mandatory and must be strictly complied with. Koehler, Jr., v. Board of Elections of Butler County, 125 Ohio St. 251, 181 N.E. 107; State ex rel. Fowler v. Board of Elections of Fulton County, 126 Ohio St. 582, 186 N.E. 446; State ex rel. McGinley v. Bliss et al. Board of Elections of Summit County, 149 Ohio St. 329, 78 N.E.2d 715.

[2] Although a board of elections may declare a declaration of candidacy and petition invalid where such declaration and petition does not conform to requirements specified by law, even though no protests were filed to such declaration and petition or were not filed within the time required by law, because of the board's inherent power to determine the validity of the declaration and petition, yet where a protest is not filed with the board of elections before the required day prior to the election, it is too late to be effective and the board of elections may disregard it as it did in the instant case. \*\*8 State ex rel.

Cassidy v. Zaller et al., Board of Elections of Cuyahoga County, 142 Ohio St. 186, 50 N.E.2d 991.

[3] This court has also held that where a candidate has complied with the provisions of law with regard to the preparation and filing of the declaration of candidacy and petition, the board of elections has no discretion \*379 in the matter but a ministerial duty to certify the candidate's name to be printed on the ballot and may be compelled by mandamus to perform that duty. State ex rel. Smith v. Smith, Secy. of State, 101 Ohio St. 358, 129 N.E. 879.

[4] [5] In the opinion of the court, the filing of the protest in the instant case after the time designated in the statute was a nullity and the board was warranted in disregarding it. Since there was no protest seasonably filed with the board of elections and since the board found the candidate's declaration and petition valid, were the courts warranted in enjoining the board from permitting the name of Hubert Phillips to appear on the ballot?

Sections 5004 to 5007, inclusive, General Code, in force prior to 1912, were analogous to present Section 4785-92, General Code, and contained the provision that the findings of the Secretary of State, State Supervisor of Elections and deputy state supervisors as to the sufficiency of certificates of nomination and nomination papers were final.

In the case of State ex rel. Buel v. Joyce et al., Deputy State Supervisors, 87 Ohio St. 126, 100 N.E. 325, this court said: 'The sections of the election laws which are now numbered sections 5005, 5006 and 5007, General Code, have been under consideration by this court several times, and it has been uniformly held that the decision of the Secretary of State, when acting in the capacity of state supervisor of elections, upon written objections to certificates of nomination and nomination papers or upon other questions arising in the course of nomination of candidates, is final. Chapman v. Miller, 52 Ohio St. 166, 39 N.E. 24; Randall v. State ex rel. Hunter, 64 Ohio St. 57, 59 N.E. 742; State ex rel. Hildebrant v. Stewart, 71 Ohio St. 55, 72 N.E. 307. The statute so declares, and, as at present advised, this court is of the opinion that those matters are not per se the \*380 subject of judicial cognizance, but are matters for political regulation and well within the legislative power.' See, also, State ex rel. Gongwer v. Graves, Secy. of State, 90 Ohio St. 311, 107 N.E. 1018; State ex rel. Crull v. Eidgenoss et al., Deputy

State Supervisor of Elections, 108 Ohio St. 493, 141 N.E. 277; State ex rel. Burgstaller v. Franklin County Board of Elections, 149 Ohio St. 193, 196, 78 N.E.2d 352.

The second question raised is whether, where a person has been using two names for many years both before and after the enactment of Sections 4785-70a, 4785-90a and 4785-98a, General Code, and more than ten years before the filing of his declaration of candidacy and petition, the use of either of such names in such declaration and petition constitutes a change of name within the purview and meaning of such statutes.

[6] It is universally recognized that a person may adopt any name he may choose so long as such change is not made for fraudulent purposes.

On this subject 38 American Jurisprudence, 610, Section 28, states: 'In the absence of a statute to the contrary, a person may ordinarily change his name at will, without any legal proceedings, merely by adopting another name. He may not do so, however, for fraudulent purposes. In most jurisdictions, a change of one's name is regulated by statutes which prescribe the proceedings by which such change is to be accomplished.'

And it has been held that where a person is as well known by one name as by another, the use of either name is sufficient. Gillespie v. Rogers, 146 Mass. 610, 16 N.E. 711.

[7] [8] The Court of Appeals seems to have taken the position that if a candidate has two names he must use both in his declaration of candidacy and petition and, consequently, on the ballot. The statute applies only where the candidate has changed his name within 10 \*381 years next preceding \*\*9 the filing of his declaration of candidacy and petition, or next preceding his nomination by petition. In the opinion of this court, under the factual situation, neither the letter nor the spirit of the statute has been violated by the candidate. The clear purpose of the statute is to prevent a candidate from changing his name to another to avoid an unfavorable result in the use of the abandoned name or to secure advantage by the use of such other name.

In the present case, the candidate has used both names continuously from childhood under the circumstances and for the reasons set out in the stipulated facts, and there has been no change in that practice.

**Pierce v. Brushart, 153 Ohio St. 372 (1950)**

92 N.E.2d 4, 41 O.O. 398

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It is the opinion of this court that the statutes in question have no application to the situation or status of the candidate, and that the board of elections was justified in approving as valid his declaration of candidacy and petition for nomination.

The judgment of the Court of Appeals is reversed and final judgment is entered for the defendants.

Judgment reversed.

MATTHIAS, ZIMMERMAN, STEWART, TURNER and TAFT, JJ., concur.

WEYGANDT, C. J., dissents.

**All Citations**

153 Ohio St. 372, 92 N.E.2d 4, 41 O.O. 398

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