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1		TDENMTETED
2	BOARD EXHIBITS (Cont'd)	IDENTIFIED/ MENTIONED
3	9	22
4	Protestor Exhibit 11 - Poll Book Signature, 2014 General Election	33
5	Protestor Exhibit 12 -	34/65
6	Certificate of Registration, Delaware County Board of Elections	34/03
7	Protestor Exhibit 13 -	34/35
8	Voter Registration Update, 12-25-18	34/33
9	Protestor Exhibit 14 - Voter Registration Update, 1-10-19	37/67
10	Protestor Exhibit 15 -	39/40/41/66
11	Press Release 12-26-18	
12	Protestor Exhibit 16 - Notice of Appointment, 12-26-18	40/41
13	Protestor Exhibit 17 -	42
14	Judicial Oath of Office, 1-6-19	42
15	Protestor Exhibit 18 - Designation of Treasurer, 1-4-19	43
16	Protestor Exhibit 19 -	44
17	Nominating Petition and Statement of Candidacy (excerpt), 2-6-19	
18	Protestor Exhibit 20 -	46
19	Financial Disclosure, 1-21-19	40
20	Protestor Exhibit 21 - Ohio Supreme Court Attorney	47
21	Registration, 2-22-19	
22	Protestor Exhibit 22 - Complaint Signed by Respondent	47
23	Protestor Exhibit 23 -	
24	Complaint Signed by Respondent	
25	Protestor Exhibit 24 - Answer Signed by Respondent	

25

approve those minutes.

	10
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

	11
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. Okav. 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 affidavithere 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

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

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

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

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

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

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

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

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

name change to just using the maiden name by itself, no reference to the name she had used the 12 prior years which incorporatedher new last name.

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

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

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

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

So why does it make a difference

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

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If you were to take the time to read those two cases we cited, really the only difference is swapping out the names in those cases with the name Stephanie Mingo Miles to Stephanie Mingo. Both cases are identical in the formatting. And I will say, you know, you might be presented with contrary case law, but from what I've seen in opposing counsel's binder those situations are 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 If you could just give MR. COLOMBO: 19 me a second. This isn't the best podium to spread 20 I have to find the protest here. out things. 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

	21
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.

MEMBER SINNOTT: -- as the case

authority for your protest as well as the Miller

decision from the Ohio Supreme Court.

Is it your understanding that the

facts of this matter are such that it will be

facts of this matter are such that it will be demonstrated that Judge Mingo has been known exclusively as Stephanie Mingo Miles or Stephanie Miles since the time of her marriage, that those would have been the facts of the McLaughlin and Martinez?

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

MEMBER SINNOTT: Abandoned the sole use of their --

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

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

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

MEMBER SINNOTT: Now, you mentioned Judge Mingo's brother has been an elected official in the past in Franklin County, and I believe you made a reference -- I'm certain you did -- in the written protest to political advantage. In the event of someone who is known by more than one name, let's say, for example, a woman who is married and is known in some circles by an unmarried name and in other circles by a married 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: Okav. 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

	25
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.)
25	

		26
1		STEPHANIE MINGO,
2	being fir	st duly sworn, testifies as follows:
3		EXAMINATION
4	BY MR. COLOMB	O:
5	Q.	Judge, when you were am I correct
6	in my stateme	nt that you were married in 2007?
7	Α.	That's correct.
8	Q.	And your husband's name is James.
9	Is that corre	ct, also?
10	Α.	No, it's not correct.
11	Q.	Oh, it's not? I'm sorry.
12		What's your husband's name?
13	A.	Jason.
14	Q.	Jason. I'm sorry. That was my bad.
15	I apologize.	
16		And have you used the name Miles
17	predominantly	vever since?
18	Α.	Depending on which circle or which
19	environment I	'm in.
20	Q.	Okay. How about as an attorney?
21	Α.	I have not used the name Miles as an
22	attorney sole	ly or mostly. It's usually Stephanie
23	Mingo Miles.	Again, depending on what environment
24	I'm in. I'm a	always an attorney. So it depends on
25	the environme	ntI'm in.

1	0	Well, how about in 2018, how would
	Q.	,
2	you have signe	ed your pleadings?
3	A.	I had paralegals that worked for me,
4	so it depends	on if I typed the pleadings.
5	Typically, I d	id not. My paralegals typically
6	typed my plead	lings Stephanie M. Miles and signed as
7	the paralegals	s typed it, Stephanie M. Miles.
8	Q.	But as an attorney, under Rule 11
9	you have to re	view 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	divorce&	
16	Α.	No, I have not.
17	Q.	Okay. Have you had any dissolution
18	of your marria	rde;
19	Α.	No, I have not.
20	Q.	So I assume you haven't been
21	remarried eith	er?
22	Α.	Since 2007?
23	Q.	Since 2007.
24	Α.	No, I have not.
25	Q.	And that's one of those silly

		28
1	questions that	t 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 Mile:	s?
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 Depart	ment 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
	İ	

1 Mingo by itself with the Probate Court? 2 No. Α. 3 Now, I'm going to ask you to look at Q. 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 Α. Because I signed the document 10 Stephanie Mingo or Stephanie Mingo Miles or 11 Stephanie M. Miles. 12 But have you ever -- I mean, do you 13 recall a public document you signed just Stephanie Mingo by itself from the time you got married to 14 15 the end of 2018 when you got your appointment? Sitting here today, I don't recall. 16 Α. 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 Repeat your question. Α. 23 Can you think of any time from the ο. 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

	31
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

		32
1	document?	
2	A.	I went from Stephanie L. Mingo to
3	Stephanie Ming	o Miles.
4	Q.	If I said that incorrectly, I
5	apologize.	
6		Would you agree that you indicated
7	to the Board to	hat 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 M	iles 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 sign	ature on this document?
20	A.	It is.
21	Q.	Okay. Do you agree at that point in
22	time on a docu	ment 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

	33
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.

	57
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 appointmen	t from the Governor. Is that
2	correct? This	is your Franklin County your
3	voting abstrac	t. If you look to
4		First of all, is that your
5	signatur@	
6	A.	That looks like my signature.
7	Q.	And you're still using the name
8	Miles to the Bo	oard?
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 Count	y as of December 26, 2018. Correct?
24	If you look at	address history, start date
25	12-26-2018 und	er address history.

1	A.	I don't recall registering as
2	Stephanie Ming	o Miles in Franklin County in
3	December of 20	18.
4	Q.	So at that point you still would
5	have been a De	laware County voter?
6	A.	It depends on at what point in
7	December 2018.	I moved to Franklin County at the
8	end of Decembe	er 2018.
9	Q.	Okay. Well, according to this
10	record you reg	istered 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 star	t date, 12-26-2018. But you're
19	saying you don	't remember registering in Franklin
20	County in Dece	mber?
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 Any reason you would have updated it Q. 3 a second time in Franklin County? The purpose at 4 that point was just to change your name. 5 I did not change my name. 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 But it appears you did it just a Q. 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 It looks to me -- and correct me if Q. 25 I'm wrong -- that you registered twice in Franklin

	39
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.

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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

to -- I'm only going to do a fraction.

25

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.

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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. W	ell, if you could turn to
2	Exhibit 19, this	is an example of your petition.
3	Would you acknow	ledge that your signature is on
4	January 16th, 20	19?
5	A. Y	es.
6	Q. D	o you acknowledge that you did not
7	put an alternati	ve version of your name in the name
8	of the candidate	e line?
9	A. I	n the name of the candidate line
10	it's Stephanie M	ingo.
11	Q. C	orrect.
12	I	f you could flip to page 27 of this
13	petition. I wan	ted to ask you why you chose to
14	cross out your n	ame Miles in both the circulator
15	statement and th	e signature of circulator. It was
16	signed Stephanie	Mingo Miles.
17	A. I	n some circles I sign as Stephanie
18	Mingo Miles and	some I sign as Stephanie Mingo.
19	Q. S	o why did you feel it was important
20	to cross that ou	t?
21	A. I	am Judge Mingo.
22	Q. B	ut you isn't the way a person
23	signs their best	indication of what how they
24	perceive their n	ame?
25	ъ т	signed as Judge Mingo That is my

1 name. 2 But you signed it Stephanie Mingo Q. Miles. 3 4 I signed it Stephanie Mingo Miles Α. 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 I don't know what you mean by Α. 9 January updates. 10 Okay. Where Mingo's -- the first Q. 11 time we started seeing the name Mingo by itself in 12 these records. 13 Α. In the records in your binder? 14 Q. In the records we can discover, 15 unless you brought others. 16 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 Okay. And I'm just going to keep Q. 21 I don't want an argument or to be going. 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

been received by the Board and are a part of the
record.
MR. COLOMBO: I appreciate that.
Thank you.
I'm trying to stick to my time. I
think with the questions that I was asked, could I
have still five or ten minutes based on that and
then I'll wrap up wherever I leave off?
MEMBER SINNOTT: A few more minutes
of this and then an opportunity for closing strikes
me as being sensible.
MR. COLOMBO: Okay. Thank you.
BY MR. COLOMBO:
Q. Judge, if you could turn to
Exhibit 20. It's on page 28. Do you recognize
this statement as your financial disclosure
statement to the ethics commission?
A. I do.
Q. And you represented to the State of
Ohio on January 21st, 2019, that your last name was
Miles. Is that correct?
A. Yes.
Q. Okay. No reference to Mingo at that
point?
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
LO	I'm going to flip And I trust Mr. Sinnott's
L1	comments that he's going to take these into the
L2	record. So the next several pages are just the
L3	various court pleadings over a wide period of time
L4	when you were filing things where you used
15	Stephanie M. Miles in your legal capacity.
L6	If you could go to Exhibit 30. I
17	think I'm down to like three exhibits left, three
L8	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

half. 1 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. BY MR. COLOMBO: 8 9 If you could go to Exhibit 38 on Q. 10 page 72. This is the start of a series of 11 documents. This particular document is a mortgage. Do you acknowledge your legal name in this is 12 13 Stephanie M. Miles? 14 Α. It is typed Stephanie M. Miles on 15 Exhibit 38. 16 Q. Okay. 17 And again, I'd ask the MR. COLOMBO: 18 Board to look at the rest of the exhibits. I want to respect the time limits you've provided. 19 20 Judge, when you were deciding how Q. 21 your name should appear on the ballot, did you have 22 any discussions with anyone? 23 I did. Α. 24 Did anyone suggest to you the name Q. 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 courthous€
24	MR. BREY: Your Honor, I same
25	objection. You can't characterizeit 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 Preisse
23	and Brad Sinnott?
24	MR. BREY: I would object. Again, I
25	think that's irrelevant to the proceedings we have.

	5-
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.

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

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

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

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

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

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

You know, the two cases that are

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

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

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

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

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

any evidence and it was clear that she had abandoned the use of just her maiden name. You know, and abandoning means you don't continue to use it, not that you use it sometimes and don't use it other times without your married name. It's that you abandon using your unmarried name, using your birth name, using your maiden name, whatever you want to call it, and you don't do that anymore.

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

You know, we do not dispute that in

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

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

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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

		02
1	say, Hi, Steph	nanie Mingo?
2	Α.	Yes.
3	Q.	And from 2007 and until today have
4	you been invol	lved and attended various cultural and
5	community ever	nts throughout Franklin County?
6	Α.	Yes, I have.
7	Q.	And in those cultural and community
8	events have yo	ou identified yourself as Stephanie
9	Mingo and not	as Stephanie Mingo Miles?
10	Α.	Yes, I have.
11	Q.	And have you worn a name tag that
12	says Stephanio	e Mingo and not Stephanie Mingo Miles?
13	A.	Yes, I have.
14	Q.	And have people come up to you and
15	said, Hi, Ster	phanie Mingo?
16	Α.	Yes, they have.
17	Q.	Do you conclude from
18		By the way, I understand that
19	there's been s	some testimony that, well, you
20	registered wit	th the bar association as Stephanie
21	Mingo Miles.	
22		I assume that when people run for
23	office in Fran	nklin County they want votes from
24	people other t	than people that are lawyers. Right?
25	Α.	Yes.

1	Q.	And they're not and I assume that
2	looking up info	ormation on the Supreme Court's
3	website or trac	cking down deeds is not the most
4	common way peor	ple 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	t the fact that Mingo is a good name.
9	It's the name y	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 with	nout 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 M	Miles after your marriage?
22	A.	I have not.
23	Q.	Is there a political advantage in
24	running in a na	ame in which you are commonly known
25	in church circ	les, 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 Yes. 5 Is that one of the reasons why you 0. 6 decided to run as Stephanie Mingo rather than 7 Stephanie Mingo Miles? 8 It is. Α. 9 I also understand that you have a Q. 10 sister who married a man also named Miles? 11 I do. Α. 12 And do people ever confuse the two Ο. 13 of you? 14 Frequently. Α. 15 Q. And why is that? 16 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. 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

have similar -- the same legal last name.

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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
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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

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

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

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

MR. BREY: Yes.

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

In Morrison, the rule was 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 petition pursuant to the various statutes cited by

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

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And similarly, in Pierce v. Brushart, which is attached as Exhibit 9 to our attachment, -- the Morrison case is attached as Exhibit 8 -- it states that, Where a person is as well known by one name as 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 thus, the Ohio Supreme Court found the Board of Elections was justified in approving as valid his declaration of candidacy and petition for nomination even though it didn't use the legal It used a different name under -- which this name. person had. Now, in the Pierce case, it was using the old general code that was cited to the predecessor of the 3513 statutes that are cited in this case by opposing counsel.

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

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

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

apparently.

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

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

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

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

would be proper at this point.

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

require that you use your formal legal name.

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

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

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

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

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

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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 anything after Mr. Brey spoke. 3 MR. BREY: And if I may, I don't 4 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. 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

They're not applicable here because the start. cases he's referring to are where someone files a petition -- and I know the Board deals with these every election cycle -- where then someone comes to use a derivative of their name on the ballot. Those aren't the Revised Code sections at issue Those sets of cases are different here. When --

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

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

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

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

seven, page 129 in our exhibits.

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So it's abandonment of the sole use.

I mean, if there's a couple of instances where her maiden name is used by itself, that doesn't, according to these cases, overcome the presumption of the evidence presented

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

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

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

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

MEMBER SINNOTT: Thank you,

Mr. Colombo.

Mr. Brey.

MR. BREY: Thank you.

I won't repeat what I've said, but I want to respond to a couple of things that

Mr. Colombo just said.

Cuyahoga County cases as saying abandoned the sole use of and he says Stephanie Mingo. And he's asking you to interpret that to mean that if you use the name Stephanie Mingo Miles ever you have abandoned the sole use of the name Stephanie Mingo. That's what he's trying to ask you to believe that's what those cases say. Those cases do not say that. That is a misrepresentation of those cases whether they're good law in Franklin County

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

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

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

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

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

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

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The derivative cases, are they I don't think so. Because the purpose relevant? of the derivative cases of Mickey versus Mike was that if you use a name that is not your legal name. Remember, their argument was you had to use your legal name but don't look at those derivative The derivative cases prove that you don't cases. have to use your legal name. And what is the standard Why are you allowed to use the derivative Because people know you that way; maybe not everybody, but some people, even if in your registration with the Supreme Court you use a formal name, Michael rather than Mike or Mickey, even if when you have a title to a property you use your formal name, Michael rather than Mickey or Matthew rather than Matt. You know, those do not mean you can't be known throughout the community, as Stephanie Mingo is, by a different version of And the same rule -- I know Mr. Corey your name. Colombo doesn't like it, but the fact of the matter is it is unlawful to say that men who normally 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 run in their birth name, the name she was born 3 4 with, as opposed to her husband's name. 5 And therefore, I would ask that you find that there is no merit to the protest and the 6 7 protest should be denied. 8 Very good. MEMBER SINNOTT: 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

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

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

MEMBER SINNOTT: Okay.

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

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

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

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

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

of Elections (2004): Candidates are prohibited from changing their names 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.

their names purely for political advantage, Ohio law requires a candidate who changes their name within five years of being a candidate to provide their former name on their petition in addition to their present name. Revised Code 3513.271 states: 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 name.

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

Again, McLaughlin versus Cuyahoga

County Board of Elections (2004), Martinez versus

Cuyahoga County Board of Elections (2006), both are

cited approvingly by the Secretary of State in the

Election Official Manual.

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

So for those reasons I would oppose the motion.

MEMBER SINNOTT: Very good.

Kim, do you wish to be heard?

MEMBER MARINELLO: I would move that the protest filed by Phyllis Elmo against the nominating petition of Stephanie Mingo Miles be upheld on the grounds cited in the protest.

Specifically, that her petition is invalid because of the overwhelming over 45 instances where she used Stephanie Mingo Miles or Stephanie Miles. She abandoned her maiden name upon marriage in 2007 and now has reverted to the sole use of her maiden name for the purposes of her nominating petition without including her commonly-known married name of Miles, which evidence shows she has included in part of her last name since 2007 including her oath of

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

MEMBER SEXTON: I would second the motion.

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

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

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

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

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

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

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

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

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

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

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

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

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

invalidate his petitions. That was the Curly

Morrison case that a number of us of a certain age

may recall.

In Pierce, again the Ohio Supreme

Court observed that where a person is well known by
more than one name, such as is now common for many
married women, the use of either name is sufficient
in the context of a declaration of candidacy. I
find that those decisions from the Ohio Supreme

Court are more instructive than the ones cited by
protestor.

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

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

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

Although Justice Holmes was writing in dissent in the Morrison case, I would hope that all the members of the Board would agree with an observation he makes in that case. The late Justice Holmes write, quote, Because of the fundamental importance of the right of the citizens of this state to choose 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, closed quote.

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

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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	clarificationhere. 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.

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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.

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

MEMBER SEXTON: That's fine.

MEMBER SINNOTT: Very good.

Is there anybody here on account of

the voter --

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

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

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

	101
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	

1 <u>C E R T I F I C A T E</u> 2 3 4 5 THE STATE OF OHIO: SS: 6 COUNTY OF FRANKLIN: 7 8 I, Carla D. Castle, a Professional Reporter and Notary Public in and for the State of 9 Ohio, do hereby certify that the foregoing is a true, correct, and complete written transcript of 10 the proceedings in this matter; That the foregoing was taken by me 11 stenographically and transcribed by me with computer-aided transcription 12 That the foregoing occurred at the aforementioned time and place; 13 That I am not an attorney for or relative of any of the parties and have no interest 14 whatsoever in the event of this matter. IN WITNESS WHEREOF, I have hereunto set 15 my hand and official seal of office at Columbus, Ohio, this 8th day of May, 2019. 16 17 18 19 /s/Carla D. Castle 20 Notary Public, State of Ohio 21 My Commission Expires: September 29, 2021. 22 23 24 25

Protester's Exhibits

No.	<u>Description</u>	Form of Name	Page Number
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 Franklin Cty. Treasurer v. Pinnacle Equity Investors, Inc., et al., Franklin C.P. No. 18 CV 010696, December 26, 2018	Stephanie M. Miles	00034
23	Complaint Signed by Respondent in Franklin Cty. Treasurer v. 1940 S. High Street Corp., et al., Franklin C.P. No. 18 CV 010695, December 26, 2018	Stephanie M. Miles	00038
24	Answer Signed by Respondent in City of Columbus v. BSD Realty Group LLC, et al., Franklin M.C. No. 2018 EVH 060683, December 20, 2018	Stephanie M. Miles	00042
25	Answer Signed by Respondent in City of Columbus v. Ryan Jestadt, et al., Franklin M.C. No. 2018 EVH 060605, November 9, 2018	Stephanie M. Miles	00044

No.	Description	Form of Name	Page Number
26	Answer Signed by Respondent in City of Columbus v. Matthew B. Taylor, et al., Franklin M.C. No. 2018 EVH 060430, August 8, 2018	Stephanie M. Miles	00046
27	Answer Signed by Respondent in City of Columbus v. Rita Bell, et al., Franklin M.C. No. 2018 EVH 060387, July 30, 2018	Stephanie M. Miles	00048
28	Answer Signed by Respondent in City of Columbus v. Buynow Properties, LLC, et al., 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 Hayden Farm Homeowners Association Inc. v. Miles, Stephanie M., et al., 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	McLaughlin v. Cuyahoga Cty. Bd. of Elections	n/a	00126
50	State ex rel. Martinez v. Cuyahoga Cty. Bd. of Elections	n/a	00132
51	Affidavit of Phyllis M. Elmo	n/a	00140



Petitions Directive 2017-15

permanent directive issued on 08/08/2017





Ohio Election Official Manual

SECTION 1.01 PETITIONS GENERALLY

The board of elections reviews candidate petitions and most issue petitions for validity and sufficiency. 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. 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 Petitions³

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

R.C. 3501,11(K).

² R.C. 3501.38(L).

³ 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

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. This does not apply to a name change due to marriage.

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.

Martinez v. Cuyahoga Cty. Board of Elections, 2006 WL 847211; McLaughlin v. Cuyahoga Cty, Bd. of Elections, 156 Ohio App.3d 98.

⁷ R.C. 3513.06.



Election Day Voting Directive 2016-23

permanent directive issued on 08/05/2016



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:

- 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
- Any registration acknowledgment notice from the county board of elections.

C. Determining Voter Ballot Type

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 (<u>Form 10-L</u>) 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:

- 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.²⁰
- 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).

²⁰ 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 <u>Form 10-L</u>:

- i. Court order:
- ii. Marriage license; or
- iii. Proof of legal name change that includes both the voter's former and current names.²¹
- 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.

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 <u>Chapter 6</u> of this Manual.

See
<u>Advisory</u>
2019-03
and <u>R.C.</u>
3505.181,
effective
March 20,
2019.

21 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

00007

NAME CHANGE OF 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

Corrections page in the Roster Workbook.
you do not have verified legal proof name change:
Select None; select Next
Address confirmation will appear. Ensure the voter still resides in their registered precinct; touch <i>Next</i>
 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

	Ε	xhibit 4
1. Are you a U.S. citizen? Yayes No 2. Will you be at least 18 years of age on or before the next gener If you answered NO to either of the questions, do not complete		
3. Last Name First Name Stanzoic	Middle Name or Initial Mingo	c, II, etc.
4. House Number and Street (Enter new address it changed) Apt. or Lot # 5632 Carolin Blvd	5. City or Post Office J 6. Zip DUBLIN	3016
7, Additional Rural or Mailing Address (If necessary)	B. County where you live FOR BO	DARD OF SECO
Birthdate (MO-DAY-YR) 10, Ohlo driver's license No. OR last 4 digits of Social Security	No. (required) 11. Phone No. (voluntary)	82306 82306 832 C.Z
12. PREVIOUS ADDRESS IF UPDATING CURRENT ASSISTANCE. Previous House Number and Street OD (SX L-3CC L-3N 0)	polarma Chia	S STEPH CARDIN
Previous City or Post Office County	be lawre Chio -	ANIE
13. CHANGE OF NAME ONLY Former Legal Name Former Sign F	Andronia Miso-	Mingo
I declare under penalty of election falsification am a citizen of the United States, will have lived in it the next election, and will be at least 18 years of age at the time of the general election.	nis slate for 30 days immediately preceding	080036709 NMGORUP
14 Your Signature Wing	Milas	24 ~
Date MO DAY YR	-	23.00
	The state of the s	08-3
		23. 20083.53.00 PM

Complete this application to vote early by mail for the Accordance of Service Bection.

All regulated fields must be completed.

All regulated fields must be completed.

All regulated fields must be completed.

You must provide affire gour One grider's leans number of the light of the service of the servi

FRANKLIN COUNTY BOARD OF ELECTIONS

ABSENTEE VOTER IDENTIFICATION ENVELOPE

ABSENTEE BALLOT CONTAINED WEREIN WAS MAILED TO:

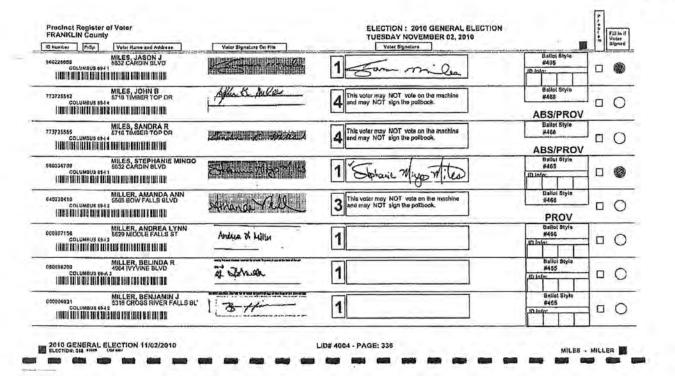


509 STEPHANIE MINGO MILES 5632 CARDIN BLVD DUBLIN OH 43016

WHO EVERY COMMITTE BLECTION FALCHFORTHON IS GUILTY OF

3

of the voting ballot	Envelope is provided in full before returning it to the Board of Elections. re under penalty of election falsification that I am a qualified elector State of Ohio and that the ballot or ballots within contained no marks of any Idnd when I received them, and that I caused the or ballots to be marked, enclosed in the Identification envelope, and in the envelope; and
1	My date of birth Is:
	my date of bitti is.
2	Complete ONE of the following three choices:
	☐ My Ohlo drivers license number is:
	(located left hand side, middle of eard beginning with two latters)
	The last foundable of my Social Security Number are:
	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 abook, psychook, or other government document (other than a voter registration notification malled by a board of cloolions) that showe my name and current address.



Precinct Register of Voter FRANKLIN County O Number Prijn Voter Rame and Address	GENERAL ELECTION	TUESDAY NOVEMBER 08, 2011		34+40	FIII IA II Votar Signed
773725512 MILES, JOHN B 5718 JUNE TOP DR COLUMBUS 4143 	Splin & Miller	This voter may NOT vote on the machine and may NOT sign the polibook.	Precinct identifier pol.569-13		0
773173556 MILES, SANDRA R 5719 THUMBERT OP DR COLUMBUS 191-7 	LEUTE, HAT HALLER	This voter may NOT vote on the machine and may NOT sign the pollbook.	Precinct Identifier EDLS6843 ABS/PROV		0
COLUMBUS 404 1		1 Stolenie Wigo Wiles	Procinct Identifier COLSSE 1	0	•
MILITELLO, VINCENT J III 11002 1800 6051 MYRICK RD COLUMNUS SHA 1	体身性手	1	Precinct identifier COLS69-1 1 ID infp.		0
040279410 MILLER, AMANDA ANN 5559 BOW FALLS BLVD COLUMBUSEL 1	strange All	1	Predict Identifier	0	0
000007156 MILLER, ANDREA LYNN 3029 MIDDLE FALLS ST COLUMNS 844 1	Andrea X Miller	1	Presinct Identifier COLSSO-I 1		Ö
080056200 MILLER BELINDAR 10961 IVVVINE BLVD	4 Brown	1	Precine Messifier COLEGE-A 3		0
MILLER, BENJAMIN JOSEPH SATE CROSS RIVER FALLS BL' COLUMBUS SHIT THE MAN AND THE	13-11-	1311	Present Identifier DOLESS 4 1		•
2011 GENERAL ELECTION ELECTION: 315 MODIFICATION CONTINUES		LID# 5005 - PAGE: 309	MILES -	MILLE	18

FRANKLIN COUNTY VOTER INFORMATION	SIGNATURE ON FILE	Voter Signature	Party and Ballot Style		Problem	signed
020104677 MIKESELL, MAGGIE L 4835 TUTTLES BROOKE DR COLUMBUS 69-H 1	WANT INSTALL	Filt in Party and Sign Name	O LIB [468] OREP [488]	Presinct stansler COLS 69-H 1 IO Inlg:		0
960228658 MILES, JASON J 5132 CARDIN BLVD COLUMBUS 69-K 3		Fill in Perty and Sign Hazes	O DEM [494] O GRE [494] O LIB [494] O REP [494]	Precinct Identify COLS 60-H 3		0
773725512 MILES, JOHN B 5718 TIMBER TOP DR COLUMBUS 59-1 1	Affan K. Mallar	1 John Li Wall	O DEM (489) OGRE (489) C LIB (489) REP (489)	COLS 69-11		•
773725555 MILES, SANDRA R 5718 TIMBER TOP DR COLUMBUS 59-11	PRINCE NAME OF THE PROPERTY OF	1 Sander L. Miles	O LIB (483) • REP (489)	Frecinci Monitler COLS 69-1 1 ID Inin!		
DBD036709 MILES, STEPHANIE MINGO 5632 CARDIN BLVD COLUMBUS 68-K 3		1 Stokanie Ming W	C LIB [494] REP [494]	Predict Identifier COLS 59-K 2 ID late:		•
110921800 MILITELLO, VINCENT J III 6051 MYRICK RD COLUMBUS 69-11	Y S MAP	Fill in Party and Sign Hanse	O LIB [489] OREP [480]	Precint Identifer COLB (IS-1 I		0
040229410 MILLER, AMANDA ANN 5568 BOW FALLS BLVU COLUMBUS 69-11	Amanda FALL	Fill in Party and Sign Harns	O LIB [480] OREP [480]	Precinca Identifier COLS 68-1 1 ID Into:		0
000007156 MILLER, ANDREA LYNN 5829 MIDDLE FALLS ST COLUMBUS 68-11	Andrea X Leilles	Fix its Party and Algo Name	O LIB (488) O GRE (488)	Precinci Identia: COLS GD-1 1 ID Info:		0
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I wish to receive an absence below that I wish to receive an absence below the Meximilar 6, 2012 General Election When to Resembler (Masso mentantical) [6 1 1 4 - 3 0 6 - 1 6 2 3	Constitution (Recification cells) then present the total constitution in the second cells are related to the second cells are
This form cannot be used to change your name or working realizations. You Multis be regulated all your residential address to be slightle to vote an Absence belief the work of the state o	Resoutheds Lest 4 digits of Social Security Number: OR Onto Driver's License (social lift hand side middle of east Repurse with from 1915))
Dublin, DH 430110	Georgia (Allendria) Georgi
Companies due next the CERT IT Types upinks to their group balled instituted as an informatic software. Just a fillurative authorials in provided your balled will be when the colorest above. We consider the colorest above.	habited in makind to true and other on my more and expected allow publics glasso to vide no filmstation. Dev. In the required to true a provisional design state deposition provision and season to drulp almost the expected to true a provisional design of the provision state season a quadratic order and these advancements are varied to be facilitied for installations that some a quadratic order and these advancements are varied to be facilitied for installations that some a quadratic order and the season of the season of the facilities of the facilities of the season
Chy, Shelo, Zip:	Ami 7/16 101291/2

VOTER INFORMATION	SIGNATURE ON FILE	Voter Signature	Ballot Style	Practical Identifier	Problem	signed
120104677 AIKESELL, MAGGIE L 1835 TUTTLES BROOKE DR	works war	1	473	COLS 69-H 01	\Box	0
20037281 NIKKELBON, AMANDA 849 IVY BRANCH DR	amanan misau	1 AB/PROV	480	COLS 60-L 01		0
6005833 MKKELSON, ERIK A 249 IVY BRANCH DR	** 618 mills ston	1 AB/PROV	480	Province Identifier GOLS 69-L 91		0
30034262 MILES, DARLENE 567 VININGEROOK DR			464	Presing Meditor COLS 60-A 01		0
6022659 NLES, JASON J 532 GARDIN BLVD		1 Sm miles	479	Precipit Memiller COLS 69-N-02		•
73725512 HLES, JOHN B 718 TIMBER TOP DR	Afflor K. Mellow	This volet may NOT vote on the machine and may NOT styrt the politicols.	474	Precincul Identifor COLS 89-101 ABS/PRO		0
73725555 MLES, SANDRA R 718 TIMBER TOP DR	Lorden K. Walla	This voice may NOT vols on the markéne and may NOT signification politique.	474	Pretinc Identifier COLS 59-101 ABS/PRO		0
80036708 NLES, STEPHANIE MINGO 632 CARDIN BLVD	Stamin Migo Miles	1 Skylming Miles	479	Procinci Idunidar COL 9 89-K 02		-

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

X 11/06/18 G R 03/15/16 P

Vtd Election Type

X 08/07/18 S X 11/07/06 G

Vtd Election Type

X 11/08/16 G

X 11/02/04 G

tohanin Migo Milas

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

Personal Information

FINE MAGE STEPHENE

Middle Masse MANGO Last Names Miles

Saftie Name: Cosmy: FRANKLIN
Cosing ID: 180655131
State ID: UH10021978510
Einth Date: EMV ID:

SAME TANK

Stores: MERCED TO FRANKLIN Party AM:

Day Res:

Polling Location

Name: Addring:

BETH MESSIAH CONGREGATION 1930 MORSE ROAD

Address: 2950 ARRESS.
City: COLUMBUS
200: 12230

Product Code: COLS 73-/ Laut: N-01-2019

Signature

Schmin Myo Mills

Address

Voting Address ---

AMERICA CONTROL STORESTONES PL

CATT: NEW ALBANT State: OH Zig: 48034

Melling Address on Ele.

Address History

Start Date

Address

12-26-2018

4312 STUNEWORKS I'L NEW ALBANY, OH 49034

Voting Districts

Type Code Name

PRECINCT 25-964 COLS 71-1

STATSEN SS-403 QHID STATE SENATE 3

STATHOU SR-049 STATE REPRESENTATIVE DISTRICT 49

CREARFY. CA-600 CHIC COURT OF APPEALS DISTRICT 10

CONGDIST CE-600 CHIC CONCRESSIONAL DISTRICT 3

STATEGED SEE-600 STATE BOARD OF EDUCATION 9

Voting History

Liegian	Ballet Style	Councy
2011 NOV GEN		DELAWARE
SOIL AUG FEDER		DELAWARE
2016 HOV GEN		DELAWARE
3510 MARK PRESI	R.	DELAWARE
2014 HOW GEN		FRANKLEN
2912 NOV GEN		FRANKLEN
2012 MARK FRESA	R	FRANKLIN
2011 HOV GEN		FRANKISM
2010 HOW GEN		FRANKLON
2001 GENERES		FRANKLIN
2006 NOV GEN		DELAWARE
2004 CENTRES		DELAWARE

1. Are you a U.S. citizen 2. Will you be at least 18 If you answered NO to	years of age on			440×1000	∷ □ No	E	EBU
Mingo	it i	- Step	ne hanle		Middle Name or Initial		Jr., B, etc.
L. House Number and Street (Enter non 4202 Stoneworks Pl	address f changed)		Apt. or Lol #	S. City or Post Office New Albany		1	6. ZIP Code 43054
7. Additional Mailing Address (if recess	aiy)			a. County (where you live)	anklin	US	R BOARD SE ONLY 010 (rev. 4/15)
12. PREVIOUS ADDRESS IF UPDATE	Digits of Social	or provided)			80 ART 71		Ward
Previous City or Post Office		Previous County		Previous Ohio			dhool Dist.
3. CHANGE OF NAME ONLY Former Stephanie Mingo Miles	Legal Name	13	Former Signa	havi Win	whites	0.3	Cong. Dist.
declare under penalty of plection falsification I am a milzen of the United States, will have lived in this state or 30 days immediately preceding the next election and will be at least 18 years of age at the time of the penalty of	Your Signatu	re ↓	Date 01	/10/2019) I	00	enale Dist souse'Dist



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

Kasich Announces Appointment To Franklin County Municipal Court ()

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)



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, Januara G. Callan

Sandra G. Callas

Assistant, Boards and Commissions

(614)-644-0860

E2988 - W8

	(pursuant to R.C. 3.23)	CLERK	AMOR
that I w and the will add	mhly swear [or affirm] vill support the Constitution of the United States Constitution of Ohio, minister justice without respect to persons, If faithfully and impartially	OF COURTS	PIEAS COUR LIN CO. OHIO
dischar as Fx	ge and perform all the duties incumbent upon me anklin (anles Municipal (our t Erry in (insert office)) ing to the best of my ability and understanding.	onmental	Division
[This I	do as I shall answer unto God.] Tudge's Signature CERTIFICATION	(LA)	
of Office to Franklin Count Environmending Until a S	Ly Municipal Thenie Mings Mil	es of	the
	Signature ALM Title Date	Elen Coei	



Designation of Treasurer

Form 30-D

ORC 3517.10

TYPE OF FILING: X NEW		POATE								
COMMITTEE TYPE: X Car			PCF	П	Politica	al Party	□ Le	aisla	tive Camp	aign Fund
update, please check the a			, ,				Land -	3	234 25m2	
Change of Committee Name.	100 000 000	ame was:								
Change of Filing Location.		ocation was:				New Loc	ation is:			
Change of Office Sought.		us Office Sought:								
Change of Treasurer Info Change of address/phone/email 1 Other Please Explain:		esignation or Change of Committee	of Deputy T		10.2	eputy Trea	surer () Ca	indidate	
All Committees										
Full Name of Committee Citizens for Stephanie Mingo	V								PAC # (if U	pdated)
Street Address 12364 Thoroughbred Dr			City	keringto	on		State Oh	Zip 431	47	
Telephone 614-906-7677		14111111	Ema	ail						
CONTROL OF THE PROPERTY OF THE				ABIDECT TO THE STATE OF THE STA			Email 7677cha	mail 7677chambers@gmail.com		
Street Address 12364 Thoroughbred Dr			1 1000	City Pickerington			State Oh	Zip Dh 43147		
Deputy Treasurer (if any)			Telephor	Felephone Em			Email	nail		
Street Address		- int	City	City			State	te Zip		
Candidate Committee	s Only	1 symmetry			unimini Carjes			_		
Full Name of Candidate Stephanie Mingo-Miles						Email				
Street Address 4202 Stoneworks PI			7.25	City New Albany			State	Zip 43	054	
Office Sought Municipal Court Environment	al Judge	Subdivision/District Franklin County		Party Affiliation/I Republican				ndent/	Non-Partisan	Election Ye 2019
Political Action Comm	nittees O	nly								
PAC is sponsored by: Clabor Organization								Acron	ym Used (if a	ny)
O Corporation O Not Sponsored	f Ballot Issue	PAC, list issue								
Is this a Ballot Issue PAC O Yes O No	PACe and PC	List any Aff	filiated PAC	Cs/PCEs						
MILI	01/	04/2019	M			N.			01/04/20	119

Last Updated 09/2017

Ref. No.: 678744391

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 elections not later than 4 p.m. of the day before the primary elections and later than 4 p.m. of the day before the primary elections are the second of the day before the primary elections are the second of the day before the primary elections are the second of the day before the primary elections are the second of the day before the primary elections are the second of the day before the primary elections are the second of the day before the primary elections are the second of the day before the primary elections are the second of the day before the primary elections are the second of the day before the primary elections are the second of the day before the primary elections are the second of the day before the primary elections are the second of the second of the day before the primary elections are the second of the seco	PM	1:30
R.C. 1901.07, 1901.31, 3501.38, 3513.261		

Statement of Candidacy	W. 14 72	BOARD OF ELECTIONS
NOTE - The candidate must fill in, sign a affixed.	nd date this statement of candid	
STEPHANIE MINGO	the undersigned, hereby declare	under penalty of election falsification th
Name of Candidate my voting residence address is 42	202 STONEWORKS PL	, NEW ALBANY, Ohio 43054 ,
Street Numb and I am a qualified elector.	er and Address, if any, (or rural route and numb	City or Village Zip Code
further declare that I desire to be a cand	lidate for election to the office of	JUDGE of the
	cipal Court for the: Check one I full te	Insert "Judge" or "Clerk" erm commencing
Name of Municipal Coun	2022 EDANIZIN	Full Term Commencing Date
or unexpired term ending 01/0//	2022 in FRANKLIN County	County, Ohio at the general electi
election to be held on the day of t	November, 2019 .	
further declare that I am an elector qual	ified to vote for the office I seek.	. 1
Dated this 16 day of JANUA	RY 2019	sedonis W.
Day Month	Year	Signature of Candidate
WHOEVER COMMITS ELECTION	FALSIFICATION IS GUILTY OF	A FELONY OF THE FIFTH DEGREE
OTEDUANIE MINOS	and the second state of	Non-Payor Control Control
, STEPHANIE MINGO Name of Candidate	, hereby designate the persons na	med below as a committee to represent m
	, hereby designate the persons na	med below as a committee to represent n
Name of Candidate		
Name of Candidate Name	708 S FIFTH ST CC	Residence
Name of Candidate Name DOUGLAS PREISSE	708 S FIFTH ST CO	Residence DLUMBUS OH 43206
Name of Candidate Name DOUGLAS PREISSE BRADLEY SINNOTT	708 S FIFTH ST CO	Residence DLUMBUS OH 43206 DLUMBUS OH 43215
Name of Candidate Name DOUGLAS PREISSE BRADLEY SINNOTT WILLIAM CREEDON	708 S FIFTH ST CO 110 N THIRD ST CO 3744 LYON DR CO 3256 WELSH ABBE	DLUMBUS OH 43206 DLUMBUS OH 43215 LUMBUS OH 43220
Name of Candidate Name DOUGLAS PREISSE BRADLEY SINNOTT WILLIAM CREEDON MEHEK COOKE ELIZABETH SMITH	708 S FIFTH ST CO 110 N THIRD ST CO 3744 LYON DR CO 3256 WELSH ABBE	Residence DLUMBUS OH 43206 DLUMBUS OH 43215 LUMBUS OH 43220 EY RD DUBLIN OH 43017
Name of Candidate Name DOUGLAS PREISSE BRADLEY SINNOTT WILLIAM CREEDON MEHEK COOKE ELIZABETH SMITH Nominating Petition	708 S FIFTH ST CO 110 N THIRD ST CO 3744 LYON DR CO 3256 WELSH ABBE 1045 EASTCHESTI	Residence DLUMBUS OH 43206 DLUMBUS OH 43215 LUMBUS CH 43220 EY RD DUBLIN OH 43017 ER DR GAHANNA OH 43230
Name of Candidate Name DOUGLAS PREISSE BRADLEY SINNOTT WILLIAM CREEDON MEHEK COOKE ELIZABETH SMITH	708 S FIFTH ST CO 110 N THIRD ST CO 3744 LYON DR CO 3256 WELSH ABBE 1045 EASTCHESTI	Residence DLUMBUS OH 43206 DLUMBUS OH 43215 LUMBUS OH 43220 EY RD DUBLIN OH 43017 ER DR GAHANNA OH 43230 ing residence is in the county, city,
Name of Candidate Name DOUGLAS PREISSE BRADLEY SINNOTT WILLIAM CREEDON MEHEK COOKE ELIZABETH SMITH Nominating Petition	708 S FIFTH ST CO 110 N THIRD ST CO 3744 LYON DR CO 3256 WELSH ABBE 1045 EASTCHESTI	Residence DLUMBUS OH 43206 DLUMBUS OH 43215 LUMBUS OH 43220 EY RD DUBLIN OH 43017 ER DR GAHANNA OH 43230 ing residence is in the county, city, STEPHANIE MINGO as a
Name of Candidate Name DOUGLAS PREISSE BRADLEY SINNOTT WILLIAM CREEDON MEHEK COOKE ELIZABETH SMITH Nominating Petition We, the undersigned, qualified elector	708 S FIFTH ST CO	Residence DLUMBUS OH 43206 DLUMBUS OH 43215 LUMBUS OH 43220 EY RD DUBLIN OH 43017 ER DR GAHANNA OH 43230 ing residence is in the county, city, STEPHANIE MINGO Name of Candidate FRANKLIN
Name of Candidate Name DOUGLAS PREISSE BRADLEY SINNOTT WILLIAM CREEDON MEHEK COOKE ELIZABETH SMITH Nominating Petition We, the undersigned, qualified elector village, or township set opposite our name candidate for election to the office of	708 S FIFTH ST CO	Residence DLUMBUS OH 43206 DLUMBUS OH 43215 LUMBUS OH 43220 EY RD DUBLIN OH 43017 ER DR GAHANNA OH 43230 ing residence is in the county, city, STEPHANIE MINGO Name of Candidate FRANKLIN Name of Municipal Court
Name of Candidate Name DOUGLAS PREISSE BRADLEY SINNOTT WILLIAM CREEDON MEHEK COOKE ELIZABETH SMITH Nominating Petition We, the undersigned, qualified elector village, or township set opposite our name candidate for election to the office of Municipal Court, for the: Check one full te	708 S FIFTH ST CO	Residence DLUMBUS OH 43206 DLUMBUS OH 43215 LUMBUS OH 43220 EY RD DUBLIN OH 43017 ER DR GAHANNA OH 43230 ing residence is in the county, city, STEPHANIE MINGO Name of Candidate FRANKLIN Name of Municipal Count or Junexpired term ending

Signature	Voting Residence Street Number and Address	City, Village, or Township	County	Date of Signing
'agel Cousi	1344 Eldom Dr.	Polumbus	Frankin	1/20/19
Level Cin	1344 Eldan dr.	columbus	Franklin	1/20/9
	5414 Peladine Pd	Columbus	Freshha	1/20/19
Fyrsbird Green	584 Hawthome Pl	Reynoldsburg	Fruille	1/20/19
Evande	11 Broadstone Circle	Black/kk	Tracklin	1/10/19
Talusta Smith	4468 Millridge Cincle	Dublin	Franklin	1/20/19

Signature	Voting Residence Street Number and Address	City, Village, or Township	County	Date of Signing
Burn Il Punto	3834 Lamangue CT.	Columbus	Franchin	11-20-20
ach thoch	5440 York In. N.	Colombers	Franklini	1-20-201
en Fred	1869 Kirkbache Ct	Columbus	Franklin	1-20-20
Fra. Holl- King	239 South Ashbutank	1 Commens	Frankin	1-20-2019
Ulysper Lord &	1869 Kirkbridge Ct	Columbus	Franklin .	1-20-2019
Kelto A Miny	1202 Strawords .	Lew Wary	Freshled	1-30-5019
Chand a	139 N Stamood Rd	Columbus	Fallin	1-21-7019
a symp	1300 Presidential Drive Aft. 202	Columbus	Franklin	1-23-20
1 shows	Dublin OH 43017	Dublin	Franklin	1023-201
2 51	McEthalanda Dr Westernile of 43281	Westernle	Franklin	2-1-209
ele popular	Columbus, OH 4323	2 Columbus	FRANKLIN	2-3-19
Kalma Palome	201 Legion Lane Cols., 0H 43232	Columbus	Franklin	2-3-19
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t.				
2.	-			
3.			-	
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5.				
6,				
7.		. Watermanner		
8,				
9.				
10		/		

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE
Circulator Statement
Must be completed and signed by the circulator.
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 Co Signature of Circulator



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

Last Name				First Name	e	4.		MI
Miles			Stephanie	•			M	
Address				City			State	Zip
County	E-ma	il Address				Phone		
	10111111111111111							
SECTION B. STATUS	(Check all that app			ACS CONTRACTOR OF THE			1	200
✓ Judge Retired Judge				Please list the da n (primary, speci			FII	LED
Magistrate				your name will a			0	nline
Appointed to an	unexpired	on the b		, - 4, , , , , , , , , , , , , , , , , ,			1/21	/2019
term in elective of		No cost	D	V	- 1	1		
Judicial CandidatOther (specify)	ie	Month	Day	Year			8:3	85 PM
Other (specify)		1 1	0 5	2019		Cont	firm #: 2	001195535216
Judge Public Entity you serv	ve in 2019, served i	n 2018, or w	ill serve		and the second s			☐ Seeking ☑ Hold ☐ Held
Judge Public Entity you serv	ve in 2019, served i	n 2018, or w	ill serve			managamatik († 1842)		☑ Hold
Judge Public Entity you serv Franklin County Mun Public Salary:	ve in 2019, served i nicipal Court, Enviro Start	n 2018, or w onmental Div	ill serve		End	Month	Day	☑ Hold
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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 Researchcom	Legal Research	
E '		
If required. See instructions to see if you are red SOURCES OF GIFTS - ALL FILERS MUST ANSWER THI	IS QUESTION:	For help, see instructi
Source of Gift	Source	of Gift
A Lonnie Miles, Father- In -Law	D	
В	E	
c	F	
Alyssa Miles Ayden Miles NAMES OF BUSINESSES - ALL FILERS MUST ANSWI	ER THIS QUESTION: r operates a business, list the name of the business	For help, see instruct
There are no business names that I am requi	ired to list.	Mary Indiana di Mary
Business Name	Business	s Name
A Lifestyle Limitless, LLC	C The Law Office Of Stephanie	e Mingo Miles, LLC
B Miles McClellan Construction	D	
5. LAND (REAL ESTATE) IN OHIO - ALL FILERS MUST I have no real estate that I am required to lis	st.	For help, see instruct
The second secon		
(List address or, I	if address is unavailable, plat number and county)
(List address or, I	if address is unavailable, plat number and county	
	st. Land (Real Estate) in Ohio	

☐ I have no creditors	that I am required to list.		
	Creditor		Creditor
A IRS		ial Student Loans	
B Nationwide Childre	ens Hospital	E	
C Riverside Hospital	A Maria I and a second and a se	F	1
	000 - ALL FILERS MUST ANSWER THIS QUEST	ION:	For help, see instructions
-78r Jg	Debtor		Debtor
Α		C	
В	- And American	D	
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9. OFFICES/FIDUCIARY	RELATIONSHIPS - ALL FILERS MUST ANS r fiduciary relationships that I am req	WER THIS QUESTION: uired to list,	For help, see instructions
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В	A465	unistration of the second	
	BEVERAGES - ALL FILERS MUST ANSWER of meals, food, or beverages that I am		For help, see instructions
Sour	ce of Food or Beverages		Source of Food or Beverages
Α		c	

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	A THE STATE OF THE	Amount
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D	Annual		antimum minu
E	100 He		
F	- Has Hay tong you	*	

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.

✓ I have no information that I am required to list.

For help, see instructions

		0.00	Non-Disputed Information		
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В			A A A A A A A A A A A A A A A A A A A		**************************************

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 Defintions	
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	

① 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

Attorney Search 2/22/2019

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

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).

PARCEL NUMBER(S): 240-001408, 240-001409, 240-001410 ADDRESS: Mix Avenue, Columbus, OH 43228

COMPLAINT FOR FORECLOSURE

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

REFERENCE NO.	DATE FILED	AMOUNT
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.

- 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, 17th Ploor
Columbus, Ohio, 43215

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 -

1940 S. High Street Corporation 121 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

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

COMPLAINT FOR FORECLOSURE

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

- 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.

Franklin County Ohio Clerk of Courts of the Common Pleas- 2018 Dec 26 11:31 AM-18CV010695

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, 17th 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 W IN THE MUNICIPAL COURT OF/FRANKLIN COUNTY, OHIO

2018 DEC 20 PM 1: 1:

City of Columbus, Ohio, Plaintiff.

FRANKLIN COUNTY MUNICIPAL COURT

Case No. 2018 EVH 060683

VS.

LORI H TYACK

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, 17th 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 EQUAT OF FRANKLIN COUNTY, OHIO

City of Columbus, Ohio, 8 KCY -9 AM 10: 40
Plaintiff,

Case No. 2018 EVH 060605

VS.

WONG A COPPE

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, 17th 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 MRANKLIN COUNTY, OHIO 7018 AUG -8 AM 10: 11

City of Columbus, Ohio,
Plaintiff,

Case No. 2018 EVH 060430

Judge Daniel Hawkins

VS.

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, 17th 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

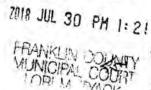
Huntington National Bank Department NC1N04 2361 Morse Rd Columbus, OH 43229

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

City of Columbus, Ohio, Plaintiff,



Case No. 2018 EVH 060387

VS.

S. ORI M. WACK

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, 17th 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 Auorney

,			

,

IN THE MUNICIPAL COURT OF FRANKLIN COUNTY, OHIO

City of Columbus, Ohio,
Plaintiff,

PRANKLIN DOLINTY

Case No. 2018 EVH 060322

VS.

Judge Daniel Hawkins

Buynow Properties LLC, 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, 17th 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

Exhibit 29 DOC ID ----> 201803101186



DATE 02/07/2018

DOCUMENT ID 201803101186

DESCRIPTION DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)

FILING 99 00

0.00

COPY CERT 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)

Document No(s):

201803101186

DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG

Effective Date: 02/01/2018

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.

Ohio Secretary of State

Form 533A Prescribed by:



Articles of Organization for Domestic

Toll Free: (877) SOS-FILE (877-767-3453) | Central Ohio: (614) 466-3910 www.OhioSecretaryofState.gov | busserv@OhioSecretaryofState.gov

Articles of Organization for Domestic

Date Electronically Filed: 1/31/2018

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

Name of Lim	nited Liability Company LIFESTYLE LIMITLESS, LLC (Name must include one of the following words or abbreviations:
Optional:	"fimited liability company," "limited," "LLC," "LL.C.," "Itd., "or "Itd".) (The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is 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

	Original Appointment of Statutory A	gent	
ne undersigned au	thorized member(s), manager(s) or representative(s) of		
LIFESTYLE LIMI	TLESS, LLC	,	
	(Name of Limited Liability Company)		
	e following to be Statutory Agent upon whom any process, noticed upon the corporation may be served. The complete address		ired or permitted by
STEPHANIE	MINGO MILES		
(Name of Statute	ory Agent)		
7194 HILMAI	₹ DR.		
(Mailing Address			
WESTERVIL	LE	ОН	43082
(Mailing City)		(Mailing State)	(Mailing ZIP Code)
	Acceptance of Appointment		
ie Undersigned,	STEPHANIE MINGO MILES		, named herein as the
e Undersigned,	STEPHANIE MINGO MILES (Name of Statutory Agent)		, named herein as the
			, named herein as the
	(Name of Statutory Agent)		, named herein as the
atutory agent for	(Name of Statutory Agent) LIFESTYLE LIMITLESS, LLC	ed liability compar	
ne Undersigned, tatutory agent for ereby acknowledg	(Name of Statutory Agent) LIFESTYLE LIMITLESS, LLC (Name of Limited Liability Company) es and accepts the appointment of statutory agent for said limit	ed liability compar	, named herein as the

has the requisite authority to execu	n to the Ohio Secretary of State, the undersigned hereby certifies that he or she te this document.
Required	ROBIN MINGO-MILES
Articles and original appointment of agent must be signed by a member, manager	Signature
or other representative. If the authorized representative	By (if applicable)
is an individual, then they must sign in the "signature" box and print his/her name	Print Name
in the "Print Name" box. If the authorized representative	Print Name
is a business entity, not an individual, then please print	STEPHANIE MINGO MILES
the entity name in the "signature" box, an authorized representative	Signature
of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.	By (if applicable)
	Print Name
	Signature
	By (if applicable)
	Print Name



Ohio Campaign Finance Report

Form 30-A

ORC 3517.10

Committee Name Citizens for Mingo		201	BARR 25 AM	Office Sough		1	Distric
Street Address 12364 Thoroughbred I	Dr	City Pickeringto	on			Zip 43147	
Candidate Name OR PAC Clarence E. Mingo	Registration Number	Treasurer Name			1	Election Date (05/08/2018	MM/DD/YYYY)
Statewide Candidate	miannual 🗵 Pre-Primary			a-General	☐ Po	ost-General	Year 2018
July Monthly [August Monthly Se	eptember Mon	Short Form R	Report (R.C.	3517	10(H))	2018
⊠ No ☐ Yes	Check this box if the co		Check this	s box if the	commit	tee is filing a ned instructions	s.
1. Amount broug	ht forward from last report			65,4	02.85		
2. Total monetary	contributions (From Forms	s 31-A and 31-	-E)	35,4	00.00		
3. Total other inc	ome (From Form 31-A-2)			0	.00		
4. Total funds ava	ailable (sum of lines 1, 2, 3)			100,	802.85		
5. Total monetary	expenditures (From Forms	31-B and 31-	F)	41,7	53.00		
6. Balance on har	nd (line 4 minus line 5)			59,0	49.85	7	
7. Value of in-kin	d contributions received (F	rom Form 31-	J-1)	5,8	00.00		
8. Value of in-kin	d contributions made (Fron	n Form 31-J-2)				
9. Outstanding lo	eans owed by committee (F	rom Form 31-	C)		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
10. Outstanding	debts owed by committee (From Form 31	-N)				
11. Outstanding I	oans owed to committee (From Form 31	-K)				
12. Value of inde	pendent expenditures mad	e (From Form	31-U)				
	T IS MADE UNDER PENAL WITS ELECTION FALSIFICA			C V. C V	E FIFT	H DEGREE.	
Signature of Treasurer o	Mr. I reasurer			1 1	04/25/2 Date (MM	(018 (M/DD/YYYY)	
Contribution Pages	Expenditure Pages	Other	Pages	Total Page		ωωφ(1111)	
19	37	23	, alto	79		6.0	Updated 09/2





Statement of Expenditures

Form 31-B

R.C. 3517.10

Full Name of Committee					
Citizens for Mingo					
To Whom Paid		Date (MM/DD/Y)	m)	Amount	
3rd & Gay Parking			01/25/2018	8.00	4
Street Address	Purpose				
72 E Gay St	Parking				
City	State	Zip Code	Che	ck Number	
Columbus	ОН	43215	DC		
To Whom Paid		Date (MM/DD/Y	YYY)	Amount	
Laz Parking			01/25/2018	6.00	
Street Address	Purpose				
310 S High St	Parking				
City	State	Zip Code	Che	ck Number	
Columbus	он	43215	DC		
To Whom Paid		Date (MM/DD/Y	YYY)	Amount	
Textedly Inc			01/26/2018	20.00	
Street Address	Purpose	<u> </u>			
133 N Citrus Ave	Software				
City	State	Zip Code	Che	ck Number	
Los Angeles	CA	91723	DC		
To Whom Paid		Date (MM/DD/Y	YYY)	Amount	
Stripe			01/27/2018	52.40	
Street Address	Purpose				
185 Berry St	Service	Charge			
City	State	Zip Code	Che	eck Number	
San Francisco	CA	94107	EF	Т	
To Whom Paid		Date (MM/DD/)		Amount	
Stephanie Miles			01/27/2018	1,500.00	
Street Address	Purpose				
7194 Hilmar Dr	Consulti	ng			
City	State	Zip Code		eck Number	
Westerville	ОН	43082	29	28	

Page Total \$_____

Exhibit 31

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LISTS & LEADS

PEOPLE & COMPANIES

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Q



NEW HIRE INSURANCE APRIL 21, 2015

Stephanie Mingo Miles, Esq.

NEWS

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



TECHNOLOGY



TECHNOLOGY



TECHNOLOGY

Lindsay Bouffard Roetzel & Andress LPA

Garet Camella

Fine Citizens

Andrew Fisher

Fine Citizens

Jennifer May Fine Citizens

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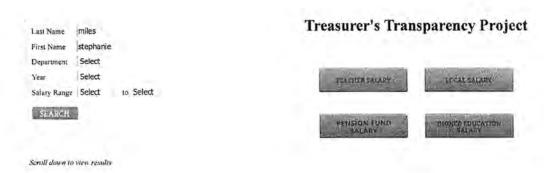
Exhibit 32

First Name Last Name Email Zipcode NEWS TRANSPARENCY ECONOMICORY PROGRAMS INVESTORS - PAYMENTS Send me a eNewsletter Receive updates via SMS Describe Yourself Business □ Farmer □ Government □ Homeowner □ Investor □Senior Student □ Taxpayer □ Teacher □ Veteran What Are You looking fo News RFO for Underwriters and Remarketing Agents . 0> Follow @OhioTreasurer on Twitter . 0= · RFO for Underwriters and Remarketing Agents · 0= · Follow @OhioTreasurer on Twitter . 👀 · RFO for Underwriters and Remarketing Agents . 0= · Follow @OhioTreasurer on Twitter . 0= RFQ for Underwriters and Remarketing Agents . 0= Follow @OhioTreasurer on Twitter . 0= · RFO for Underwriters and Remarketing Agents . 0=

Transparency / State Salary

State Salary

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All grass wage information contained in this database comes from the Ohio Department of Administrative Services Including any errors, omissions, or insecurocies. Grass 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 grass wages may not be equivalent to full annual salary.

To download the information contained in this database in Microsoff Excel, click on the following links: 2010 State Salary, 2011 State Salary, 2012 State Salary, 2012 State Salary, 2013 State Salary, 2014 State Salary, 201

Show 100 entries

Year	* Name	Department	Job Description	Gross Wages	Hourly Rate	- Overtime
2014	Mingo- Miles, Stephanie	Auditor of State	Administrative Staff			-
2013	Mingo-Miles, Stephanie	Auditor of State	Administrative Staff			÷
2012	Mingo-Miles, Stephanie	Auditor of State	Administrative Staff			
2011	Mingo- Miles, Stephanie	Auditor of State	Administrative Staff	-	-	\$0.00

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OHIO VILLAGE OFFICER'S HANDBOOK



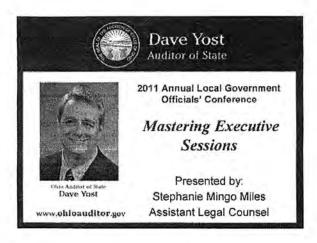
Dave Yost · Auditor of State

March 2013

AUDITOR OF STATE - GENERAL INFORMATION

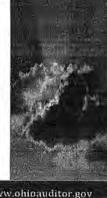
LEGAL DIVISION CONTACTS

Toll Free.	(800) 282-0370
Fax	614) 466-4333
Chief Legal Counsel	
	RRCupp@ohioauditor.gov
Deputy Legal Counsel	
Cleveland Region	
	BMInscho@ohioauditor.gov (614) 995-4760
Deputy Legal Counsel	
Akron/Canton Region	24 100 301
Youngstown Region	
	MWGerwin@ohioauditor.gov (614) 466-6227
Deputy Legal Counsel	
AALaur Darfen	
Cincinnati Region	James S. Harding JSHarding@ohioauditor.gov (614) 644-9430
Deputy Legal Counsel	
Columbus Region	
State Region	Stephanie Mingo Miles
	SMMiles@ohioauditor.gov
P 10 1	(614) 466-5239
Deputy Legal Counsel Dayton Region	
Toledo Region	Michael D. Press
	MDPress@ohioauditor.gov
	(614) 466-5407
Deputy Legal Counsel	
Open Government Unit	
	CAHaydocy@johioauditor.gov
	(614) 644-8986
Legislative Affairs Director	
	ACMiles@ohioauditor.gov
	(614) 466-8193



Agenda

- · Open Meetings Law Overview
- Definition of Executive Session
- · Permitted Matters for Discussion
- Procedural Requirements
- Minutes
- Penalties
- Legal Update





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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



Onio Auditor of Sta Dave Yost

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Questions & Answers

- For Additional Information or to Schedule a Presentation for your Group...
 - Call Onio Auditor of State
 Dave Yost
 - (614) 466-4514 / 800-282-0370
 - · Open Government Unit
- Yellow Book: http://www.ohloauditor.gov/OpenGovernmentUnit/Default.htm



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LEGAL DIVISION

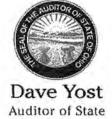
88 East Broad Street Columbus, Ohio 43215

Stephanie Mingo Miles

Presenter Phone: (800) 282-0370 Presenter Fax: (614) 466-4490 E-mail: contactus@ohioauditor.gov



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88 East Broad Street Columbus, Ohio 43215

Phone: (800) 282-0370 Fax: (614) 466-4490 E-mail: contactus@ohioauditor.gov

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Exhibit 35

Ohio Notaries									
First Name	stephanie			Fi	rst Name	Search Option : Starts	With		
Last Name :	mìles			Last Nam	ie Search	Option Starts	With		
County:	All Counties								
Zip :									
Run Report	Reset Results								
Run Report	Reset Results								
	Reset Results	sults							
	Search Re	sults							
Notary S	Search Re	esults	Commission Number	Notary Type	Special Type	Commencing 12	Expiration	Comment	Electronic Notary?
Notary S ow(s) 1 - 1 of 1 Notary Name STEPHANIE	Search Re		Number 2008-				Expiration	Comment	
Notary S ow(s) 1 - 1 of 1 Notary Name	Address 5632 CARDIN	County	Number	Туре	Туре	7=	Expiration	Comment	Notary?

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/tegnAndBallotIssues.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: 08/06/2008 DOCUMENT ID 200821802946 DESCRIPTION ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO. (LCP)

FILING 125.00 EXPED .00

PENALTY .00 CERT

COPY .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)

Document No(s):

ARTICLES OF ORGNZTN/DOM. PROFIT LIM, LIAB. CO.

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



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) PO Box 1390 O Expedite Columbus, OH 43216

Requires an additional fee of \$100***

Non Expedite PO Box 670 Columbus, OH 43216

e-mail: busserv@sos.state.oh.us

ARTICLES OF ORGANIZATION FOR A DOMESTIC LIMITED LIABILITY COMPANY

	Filing Fee \$125.00	199
HE UNDERSIGNED DESIRING TO FILE: (CHECK ONLY ONE (1) BOX)		2000 10.30
(1) Articles of Organization for Domestic For-Profit Limited Liability Company (115-LCA) ORC 1705	(2) Articles of Organization for Domestic Nonprofit Limited Liability Company (115-LCA) ORC 1705	3
Name of limited liability company:	Firmited liability company, "Timited," "LLC," "LLC," "Id., "or "lid"	LLC
(Optional) mm/db/yyyy	(The legal existence of the limited liability company begins upon the filling of the articles or on a later date specified that is not more than placty distributions.)	
This limited liability company shall exist for (Optional)	Period of Existence	_
Purpose (Optional)	CHICE Inda sar	2)-
	1	

The undersigned authorized mernber(s), manager(s) or representative(s) of The State State Mineral Merchanic Manager (s) or representative(s) of Name of Limited Liability Company The undersigned authorized mernber(s), manager (s) or representative(s) of Name of Limited Liability Company Name of Agent State State of Ohio. The undersigned, named herein as the statutory agent for State State State State State Manager (s) or representative(s) of Name of Limited Liability Company		ORIGINAL APPOINTMENT OF AGEN	п
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 Name of Agent	The undersigned autho	ized member(s), manager(s) or representative(s) of	
or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is Name of Agent Mailing Address 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 Name of Limited Liability Company hereby acknowledges and accepts the appointment of agent for said limited liability company	The Lau	DATICE of Stylanic	Ming Milegila
Name of Agent Malling Address Ohio State Ohio 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 Name of Limited Liability Company hereby acknowledges and accepts the appointment of agent for said limited liability company	or permitted by statute	wing to be Statutory Agent upon whom any process, no to be served upon the limited liability company may be a	atice or demand required served. The name and
Ohio State Ohio 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 Name of Limited Liability Company hereby acknowledges and accepts the appointment of agent for said limited liability company	Stoppanie	Mingo Miles	
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 Name of Limited Liability Company hereby acknowledges and accepts the appointment of agent for said limited liability company	H70 OL	de Worthington Rd.	STEZOOL
ACCEPTANCE OF APPOINTMENT The undersigned, named herein as the statutory agent for The Law Office of Statutory agent for Name of Limited Liability Company hereby acknowledges and accepts the appointment of agent for said limited liability company	Wester		13082 Zip Code
The undersigned, named herein as the statutory agent for The Law Office of Statutory agent for Name of Limited Liability Company hereby acknowledges and accepts the appointment of agent for said limited (liability company)	if the agent is a of the state of C	Individual and using a P.O. Box, check this box to hio.	certify the agent is a resident
The Law Office of Statistic Minds High Its Harmer of Limited Liability Company hereby acknowledges and accepts the appointment of agent for said limited liability company To Law Minds		ACCEPTANCE OF APPOINTMENT	
Steplanin Windo Wiles	The undersigned, nam	w Office of State	enie Mingo Miles Lo
Agent's Signature	hereby acknowledges	and accepts the appointment of agent for said limited lia	bility company
		Agent's Sugmature	

REQUIRED Articles and original appointment of agent must be (signed) by a member, manager or other representative.	Signature Signature M	Vin Mites	7/28/08
SHETTSPICE CHARLES	Signature	J	Date
	Print Name		
	Signsture		Date
	The same of the sa		

Exhibit 37

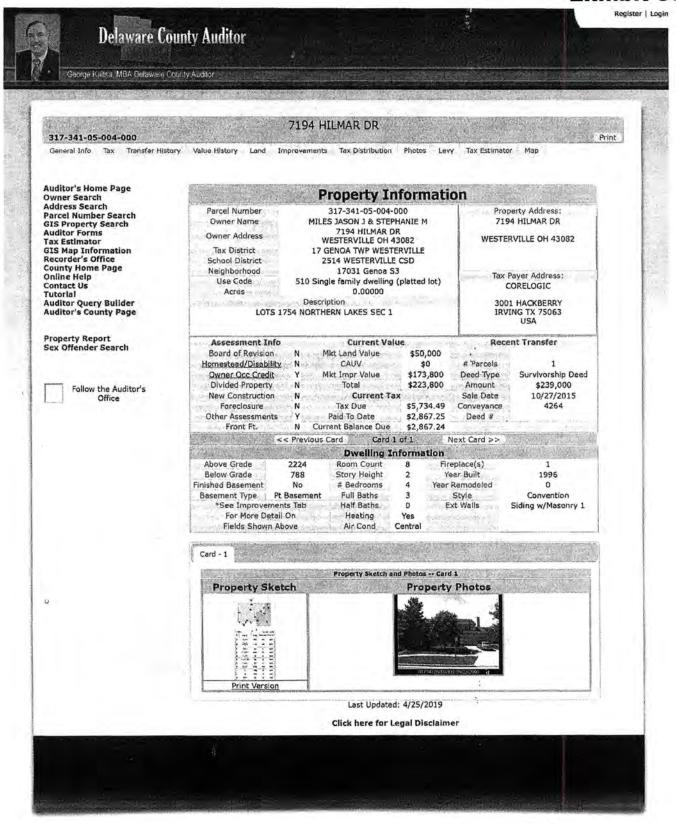


Exhibit 38

Doc IO: 010873980018 Type: 0FF
Kind: MORTGAGE
Recorded: 10/28/2015 at 10:28:55 AM
Fee Amt: \$156.00 Page I of 18
Workflow# 0000105960-0003
Delsware County, OH
Melissa Jordan County Recorder
File# 2015-00030972
BK 1 201-00030972 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 - HM0214

[Space Above This Line For Recording Data]

MORTGAGE

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 11-2255

00072

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]		

- (1) "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 designce.

(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 forcelosure. 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.

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

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 Proporty, 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 charges 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 uncarned 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.

 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; Forbcarance By Lender Not a Walver. 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 Barrower. 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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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 Grlevance. 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

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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 perty 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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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.

BURROWER - JASON D MILES

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[Space Below This Line For Acknowledgment]

STATE OF ORIO

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 Publi

Kalherine M. Edwards Motsinger Notary Public, State of Child Commission Expires:

My Commission Expires September 23, 2017

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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, OR 43235

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PLANNED UNIT DEVELOPMENT RIDER

MILES Loan #: 63385355 MIN: 100115600633853558 PHA Case No: 413-6550191-703

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15TH 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

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Page I of 2

FHA Multistate PUD Rider 09/15 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

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FHA Multistate PUD Rider 09/15

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

oe ID: 010873970002 Type: OFF Exhibit 39

Doc ID: 010873970002 Type: 0FF Kind: DEED Recorded: 10/28/2015 at 10:28:55 AM Recorded: 10/28/2015 at 20:28:55 AM Page 1 of 2 Vorkflow 9000105980-0002 Delaware County, OH Melissa Jordan County Recorder File# 2015-00030971

BK 1384 PG 1881-1882

CROWN SEARCH BOX

Delaware County
Time 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

Day (

A. Fall

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:

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.

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.

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



Pgs 14 5124 b0 T20080069219 10/27/2009 3-469M BXPERK TITLE Robert G. Montgomery Franklin County Reporder

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OPEN-END MORTGAGEPEAK TITLE BOX

FHA CASE NO.

4135257785703

THIS MORTGAGE ("Security Instrument") is given on Stephanle M. Miles and Jason J. Miles, Wife and Husband October 19, 2009 . The mortgagor is

("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

Em Sil

("Lender"). Borrower owes Lender the principal sum of One Hundred Sixty Four Thousand Eight Hundred Fifty Eight and no/100

). This debt is evidenced by Borrower's note dated the same date as this Dollars (U.S. \$164,858.00 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 66041.1 (070709)

Great Docs * (Page 1 of 10) See Exhibit 'A' attached hereto and made a part hereof

which has the address of

5632 Cardin Blvd [Street]

("Property Address");

Dublin [City] , Ohio 43016

y] [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:

 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

GreatDocs® (Page 2 of 10) 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 Parl 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).

 Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

<u>FIRST</u>, 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; <u>SECOND</u>, 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) 6/96

GreatDocs*
(Page 3 of 10)

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 extenualing 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. Condemuation. 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

6/96

OHIO ITEM 6604L4 (070709)

GreatDocs*
(Page 4 of 10)

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:
 - 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:
 - 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.

OHIO FHA MORTGAGE

OHIO ITEM 66041.5 (070709) 6/96

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(Page 5 of 10)

- 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.

 Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

OHIO FHA MORTGAGE

OHIO ITEM 6604L6 (070709) 6/96

GreatDocs^b (Page 6 of 10)

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'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

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

OHIO FHA MORTGAGE

OHIO ITEM 66041.7 (070709)

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(Page 7 of 10)

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)].

Condominium Rider	Graduated Payment Rider					
Growing Equity Rider	X Planned Unit Development Rider					
Adjustable Rate Rider	Rehabilitation Loan Rider					
Non-Owner Occupancy Rider	Other [Specify]					

OHIO FHA MORTGAGE

OHIO ITEM 6604L8 (070709)

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(Page 8 of 10)

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

(Seal)

-Borrower

(Seal)

-Borrower

-Borrower

(Seal)

-Borrower

-Borrower

-Borrower

-Borrower

OHIO FHA MORTGAGE

OHIO ITEM 6604L9 (070709) 6/96

GreatDocs* (Page 9 of 10) State of Otho County of FRANKLIN

The foregoing instrument was acknowledged before me this October 19, 2009 by Stephanle M. Miles, Jason J. Miles, Wife and Musicand.



Mark A. Kifer, Sr. Notary Public-State of Other My Commission Expres October 27, 2012 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

OHIO FHA MORTGAGE

OHIO 1TEM 6604L10 (070709) 6/96

GreatDocs* (Page 10 of 10)

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
Oublin, 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

2/91

MULTISTATE ITEM 6543L1 (042809)

GreatDocs®

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

MULTISTATE ITEM 6543L2 (042809)

2/91

pages I through 3 of this Plan Stephanle M. Miles	N, Borrower accepts and agrees to the med Unit Development Rider. (Seal) -Borrower Jason). M	the terms and provisions contained in (Seal)
	-Borrower	(Seal -Borrowe
	(Seal) -Borrower	(Seal -Borrowe
[ADD AN	y necessary acknowledgem	[Sign Original Only,
MULTISTATE FHA PLAN	NED UNIT DEVELOPMENT RIDER	2/9
MULTISTATE ITEM 6543L3 (042809)	Sm	GreatDocs

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

Som Soll

Conveyance

Mandatory- 168.
Permissive- 168. - TS

CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

200910270154955 Par 2 328.00 T2009059215 10127/2009 3.459M BAPER TITLE Robert 6 Montpomery Franklan County Recorder TRANSFERRED

OCT 2 7 2009

CLARENCE E MINOG R AUDITOR FRANCIN 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.

Rebecca D. Naumoff

Rick K. Naumoff

State of Ohio

SS:

County of Franklin

Belmont

BE IT REMEMBERED, That on this IF 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 LA NORMAN Notary Public, State of Ohio My Commission Expires Nov. 2, 2011 Notary Public

My Commission expires: /

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



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 Frankilli 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: Deed Reference: 5632 Cardin Boulevard, Dublin, Ohio 43016

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 Z	271	as	a U	eit.	1		
						Seitz,	, Aut	horized Ag				-
Sworn D (ASD)			201_	2	subscribed	in	my	presence	this	9	day	of
186	S		Al-Jan	o Chihac	BURKE State of Ohio.		n	2				
To the same of the		Jo N	Ay Comm	nission E	xpires 04-15-2016	1	X	Notary	Public			7
	0.00	Odia		******		******			******	**********		
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and the Record	ier is	autnori	zed to	discr	narge such lie	n or r	recoi	a.				
Dated	this_	da	ay of			, 20	1					
					HAYDEN F	ADM	ie u	OMEOWN	coe:	veeder	STION II	10
					HATDEN	AKIN	io n	OMEOWN	ENO A	ASSOCIA	ATION, II	40.
					By							
					(Name)						(Title)	_
Swom	to	before	me 201	and	subscribed	In	my	presence	this		day	of
	_	_	-									
					_			Notary			Pi	blic





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 Tamera Seitz, its duly authorized agent/manager, being first duly cautioned and sworn, deposes and stales 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.

		ara Veitz	
	Tamara Seitz,	Authorized Agent/Memag	er
DEADO 2000 201 2.	subscribed in	my presence this 9	day of
IZE OF THE OWNER	c. State of Ohio Expires 04-15-2016	& Brown	
		Notary Public	
The lien created by the filing and the Recorder is authorized to disc	herge such lien of n Aug , 201 HAYDEN FARM	davit is hereby canceled ecord. 5. S HOMEOWNERS' ASSO	OCIATION, INC.
	By Jane)	au Veilg	My (Title)
Aug. 2015	A S. CRNIKO	my presence this	day of
STATE Rec	RY PUBLIC E OF OHIO corded in vare County n. Exp. 4/23/18	Notary	Public

Exhibit 44

Franklin County Municipal Court Clerk Case Information - PDF Case No. 2014 CVF 014860 HAYDEN FARMS HOMEOWNERS ASSOCIATION INC Status: CLOSED Plaintiff Vs Filed: 05/13/2014 MILES, STEPHANIE M et al Defendant Parties . HAYDEN FARMS HOMEOWNERS Type **PLAINTIFF** 1 Name ASSOCIATION INC. C/O REAL PROPERTY MANAGEMENT INC Address 5550 BLAZER PARKWAY STE 175 City DUBLIN State/Zip OH/43017 2 Name MILES, STEPHANIE M Type DEFENDANT Address 5632 CARDIN BLVD City DUBLIN State/Zip OH/43016 3 Name MILES, JASON J Type DEFENDANT Address 5632 CARDIN BLVD City **DUBLIN** State/Zip OH/43016 Attorneys Name: Party Type: HUBER, JENNIFER L PLAINTIFF - PRIMARY ATTORNEY Address: 1600 DUBLIN RD STE 100 City/St/Zip: COLUMBUS, OH 43215 Disposition : Status Status Date **Disposition Code** Disposition Date CLOSED 05/13/2014 **DEFAULT JUDGMENTS** 10/31/2014 **Financial Summary Docket Application Amount Owed Amount Paid Amount Dismissed** Balance COST \$0.00 \$136.00 \$136.00 \$0.00 TOTAL: \$136.00 \$136.00 \$0.00 \$0.00 Receipts -Number Cash Book Received From Status Date **Total Amount** 14660551 CIVIL FINAL MARTIN, KRISTEN L 05/13/2014 \$120.00 14739144 CIVIL HUBER, JENNIFER L FINAL 11/12/2014 \$16.00 Events Start Event Date End Judge Ct.Rm. Result JUDGMENT DEBTOR 12/17/2014 10:30 10:55 11B HEARING DATE EXAM - JDX AM AM CANCELLED

Docket Date

Text

00112

Amount Balance

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	EXAMIN	ATION
	ORDER BY JUDGE POLLITT		
12/15/2014	MOTION FOR / TO		
	MOTION FOR CANCELLING THE JUDGMENT DEBTOR EXAMIN	NATION	
Vendustant	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		
11/10/0014	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 SEI HUMMER	RVER PER	JUDGE
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

06/09/2014 ORDINARY MAIL SERVICE ISSUED 06/09/2014 E CERTIFIED MAIL UNSUCCESSFUL

Tracking No: O000636827

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:

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05/13/2014 IMAGE OF COMPLAINT

05/13/2014 COMPLAINT FOR CONTRACTS/NOTES/ACCOUNTS FILED \$120.00 \$0.00

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Exhibit 45



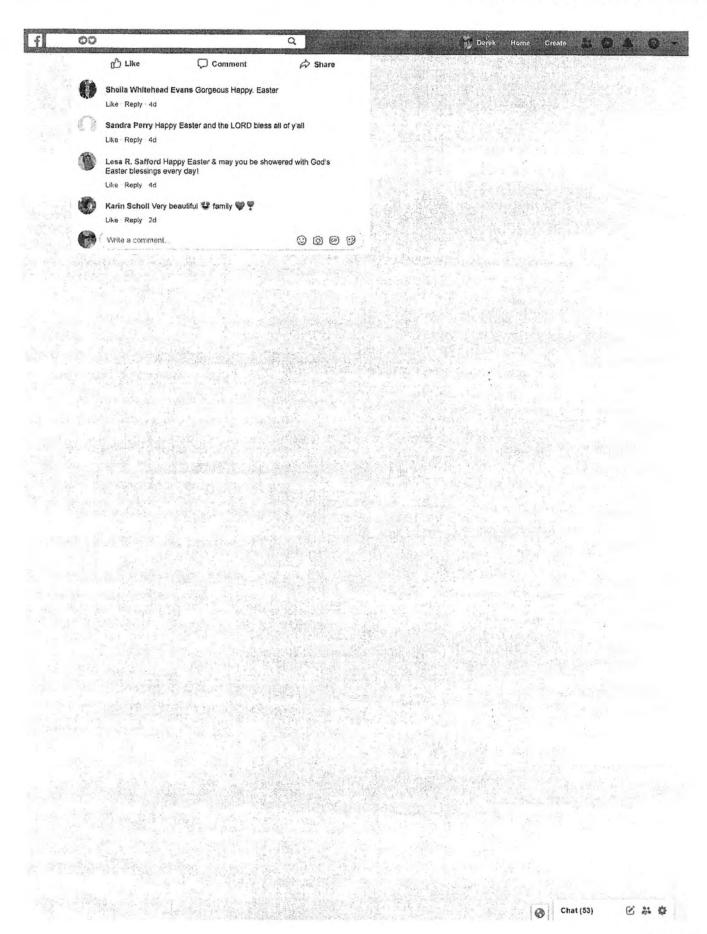


Exhibit 46

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23 posts

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542 following

Stephanie Mingo

Judge, Franklin County Municipal Court Environmental Division

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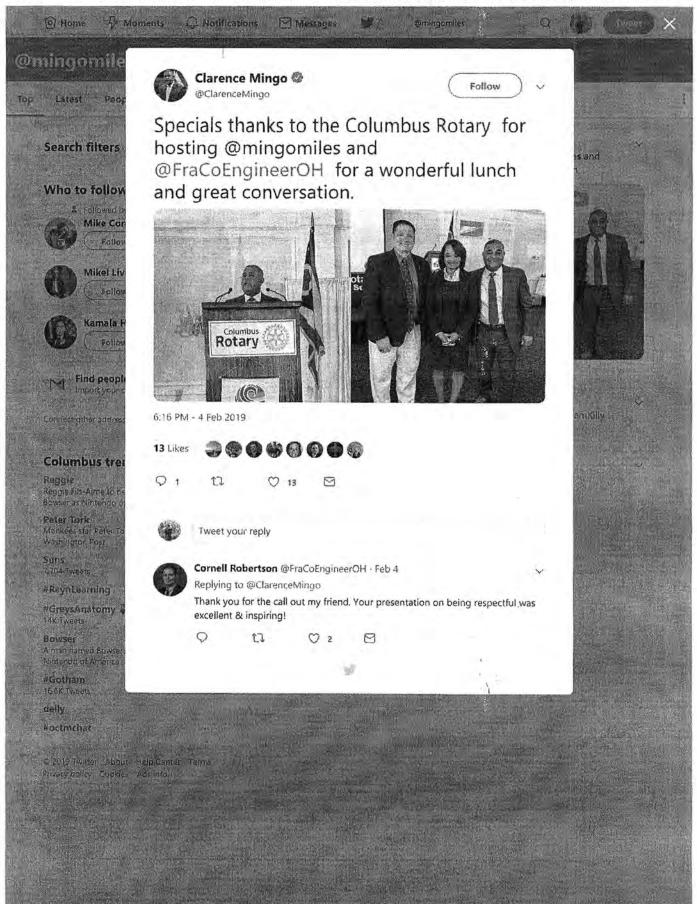
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OHIO POLITICS

Ohio Gov. John Kasich's 20 Cabinet appointments so far lack diversity

Updated Jan 13, 2011; Posted Jan 13, 2011

0

O shares

By Reginald Fields, The Plain Dealer



View full sizePlain Dealer graphicFrom top left:

Deborah Ashenhurst, 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.



Matt Sullivan, Special to The PDGov. 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.

Kasich

"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.

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 sizeState 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.

It is not unusual for a governor to take office while still hiring his Cabinet.

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Exhibit 49

Document: McLaughlin v. Cuyahoga County Bd. of Elections, 156 Ohio ...

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

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.

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. A 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 at 127 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. 9 More like this Headnote

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. Q More like this Headnote

Shepardize - Narrow by this Headnote

Governments > Local Governments ▼ > Elections ▼

HN4 Local Governments, Elections

See Ohio Rev. Code Ann. § 3513.06. Q 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. Q 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

Opinion

[***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. 11

[**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 Emoff, 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

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 HN5T 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 00129 compensation as a Magistrate with the Clevel and Municipal Court is addressed to Lynn McLaughlinMurray; (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.

COLLEEN CONWAY COONEY - and DIANE KARPINSKI -, JJ., concur.

ANNE L. KILBANE *

JUDGE

Footnotes

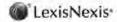
HN1 McLaughlin's complaint for a writ of mandamus is subject to summary dismissal since it is improperly captioned. A complaint for a writ of mandamus must be brought in the name of the state, on relation of the person applying. R.C. 2731.04; Maloney v. Court of Common Pleas of Allen Cty. (1962), 173 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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Exhibit 50

Document: State ex rel. Martinez v. Cuyahoga Cty. Bd. of Elections, 200...

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

protest, Elections, mandamus, declaration of candidacy, mail, name change, stamp, pick

Case Summary

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

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. Q More like this Headnote

Shepardize - Narrow by this Headnote

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

ascertain whether it is tainted with fraud or corruption or resulted from an abuse of discretion or a clear disregard of the applicable law. Q More like this Headnote

Shepardize - Narrow by this Headnote

Governments > Local Governments → > Elections →

HN3 Local Governments, Elections

See Ohio Rev. Code Ann. § 3513.05. Q More like this Headnote

Shepardize - Narrow by this Headnote

Governments > Local Governments ▼ > Elections ▼

HN4 Local Governments, Elections

A county board of elections lacks the authority to uphold an untimely protest. A More like this Headnote

Shepardize - Narrow by this Headnote

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. 9 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. Q More like this Headnote

Shepardize - Narrow by this Headnote

Governments > Local Governments ▼ > Elections ▼

Governments > State & Territorial Governments ▼ > Elections ▼

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. Q More like this Headnote

Shepardize - Narrow by this Headnote

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. Q 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 #01135 well as a brief in opposition to relator's brief in support for writ of mandamus and motion for summary

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 sixtyfourth 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, HN47 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 00136 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

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, HN5 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:

r .	A deed and mortgage	Jennifer Atzberger
	Attorney registration	Jennifer Nicole
		Atzberger
i,	Attorney registration	Jennifer Nicole
		Martinez Atzberger
	County payroll	Jennifer M.
	County payroll	Jennifer M.

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[*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.

HN7 "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 wou 00138 not have been required to use her maiden name.

[*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, HN8? 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

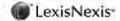
PATRICIA A. BLACKMON -, J., CONCURS

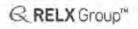
Content Type:

Terms:

Narrow By: -None-

Date and Time: May 02, 2019 11:11:28 a.m. EDT





AFFIDAVIT

County of Franklin

/ss

State of Ohio

I, Phyllis M. Elmo, having been duly sworn according to law, hereby state as follows:

I am over the age of eighteen years old, am competent to testify, and have personal knowledge of the matters stated herein.

I reside and am registered to vote at 482 Piedmont Road, Columbus, Ohio 43214. 2. 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.

Sworn to and subscribed before me this 1st day of May

Notary Public

No Expiration Date Section 147.03 O.R.C.

Exhibit A

Voter Profile Page

Name:

PHYLLIS M ELMO

Address:

482 PIEDMONT RD COLUMBUS OH 43214

WHETSTONE RECREATION CENTER

Polling Location:

3923 NORTH HIGH STREET

COLUMBUS OH 43214

(Get Directions) *

Precinct:

COLS 19-B

US Congressional District: 12

19

Senate District: State Rep. District:

19

The information displayed on this page is data sent to the Ohio Secretary of State's Office from the local county boards of elections, If your county board of elections has notified you by mail of a precinct change, or If you have a question about any of the information displayed here, please contact your county board of elections directly. Follow this link for an Ohio county board of elections directly.

^{*}Google Maps is an internet-based mapping service. The Ohio Secretary of State's Office makes no guarantee as to the accuracy of the directions provided by Google Maps.

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.
- 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 whish 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,

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:

- 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.
- 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.
- 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.
- 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 1st day of May, 2019.

Notary Public

DONALD CARL BREY, Attorney-At Law NOTARY PUBLIC, STATE OF OHIO My commission has no expiration data.

Reginal Moore [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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 297 day of March, 2019.

Notary Public

EXHIBIT 2

LISA SOSOLO [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

LLEY Y FOSTER-LEVER Notary Public

Commission Expires 02-20-2023

DAVID MESLEY [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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 16, day of

Ashok Kumar Thipwerd Notary Public, State of Ottlo My Commission Expires 09-20-2020 Notary Public

KUH E. MCNOL [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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 z

Notary Public

Theresa Simmons Notary Public, State of Ohio

My Commission Expires 07-31-2022

Monte D McBodl [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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 April, 2019.

LAURIE A. RICE

My Commission Expires Notary Public

January 22, 2023

<u>Demaris Zion (arolyn</u> [print name of affiant], being first duly sworn, McBrickle deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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 mound subscribed in my presence this and day of April, 2019.

LAURIE A. RICE otary Public, State of Ohio

January 22, 2023

e of Ohio Expires

Floyd Kirk Jr [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "Stephanie Mingo" is a name by which Stephanie Mingo (aka Stephanie Mingo 2. Miles) is generally known in the community.
 - She has not abandoned the use of the name "Stephanie Mingo". 3.

Sworn to before me and subscribed in my presence this day of April, 2019.

Terri L. Parks [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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
Notary Public, State of Ohio

Rower Avery Moore [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

Notary Public, State of Ohio

My Commission Expires January 22, 2023 Notary Public

Alexis Alixah Tunuv [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

f/April, 201

etary Public

<u>Grace Richardson</u> [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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 April, 2019.

LAURIE A. RICE Notary Public

Notary Public, State of Ohio My Commission Expires January 22, 2023

Monne W Coper [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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 April, 20

LAURIE A. RICENotary Public Notary Public, State of Ohio

Shalonda Latresa [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "Stephanie Mingo" is a name by which Stephanie Mingo (aka Stephanie Mingo Miles) is generally known in the community.

She has not abandoned the use of the name "Stephanie Mingo". . . 3.

Sworn to before me and subscribed in my presence this day of April, 2019.

LAURIE A. RICE

Notary Public, State of Ohlo

My Commission Expires
January 22, 2023 Notary Public

<u>Carole Coleman</u> [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

Notary Public

LAURIE A. RICE Notary Public, State of Ohlo My Commission Expires January 22, 2023

Devayne L Davis [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

LAURIE A. RICE otary Public, State of Ohio My Commission Expires

Notary Public

Unice Marshell Evans[print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if 1. Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "Stephanie Mingo" is a name by which Stephanie Mingo (aka Stephanie Mingo 2. Miles) is generally known in the community.
 - She has not abandoned the use of the name "Stephanie Mingo". 3.

Sworn to before me and subscribed in my presence this day of April, 2019.

LAURIE A. RICE Notary Public, State of Ohio

Cottes M. Richberg [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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 day of 1, 2019.

LAURIE A. RICE

Notary Public, State of Chicago Public
My Commission Expires

January 22, 2023

Anitica L Lockett [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

LAURIE A. RICE Notary Public, State of Ohlo

Mikaelyn Delaine [print name of affiant], being first duly sworn, McDwell deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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 the day of

LAURIE A. RICE Notary Public, State of Ohio

Paige Storms-Jones [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

Notary Public

LAURIE A. RICE Notary Public, State of Ohlo My Commission Expires January 22, 2023

Michaun E. Windom [print name of affiant], being first duly swom, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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".

My Commission Expires January 22, 2023 Signature of Affiant]

Sworn to before me and subscribed in my presence this day of how 1, 2019.

LAURIE A. RICE Notary Public, State of Ohio

<u>lorey lee Windown</u> [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

M

Notary Public

LAURIE A. RICE Notary Public, State of Ohio My Commission Expires January 22, 2023

LIOY of J McClendon [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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 AO

LAURIE A. RICE lotary Public, State of Ohio

Mork D Watkins [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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".

Ny Comindesion III, aosa Jenuary 22, 2023 [Signature of Affiant]

Sworn to before me and subscribed in my presence this

lay of

Notary Public

Josefyn Sequoia Mane[print name of affiant], being first duly sworn, Edwards deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

Ya.

LAURIE A. RICE
Notary Public, State of Ohio
My Commission Expires
January 22, 2023

BLynn McDowell [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

M day of

<u>,</u> 1, 2019

Notary Public, State of Ohio My Commission Expires

January 22, 2023

Notary Public

[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".

Sworn to before me and subscribed in my presence this day of

Notary Public, State of Ohlo My Commission Expires January 22, 2023

Brittany Kativia [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

tpn 1,2

Notary Public, State of Ohlo
My Commission Expires
January 22, 2023

Barbara Lois Motton [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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".

Notary Public, State of Ohio My Commission Expires January 22, 2023 [Signature of Affiant]

Sworn to before me and subscribed in my presence this day of

day of /

Notary Public

<u>DiSton Daniel S</u> [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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 I day of

Notary Public

Notary Public, State of Ohio My Commission Expires January 22, 2023

Rosa L Poole [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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 Ap

LAURIE A. RICE

Notary Public, State of Ohl Otary Public

Faynel R Burton [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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 [

1, 2019

AURIE A DIOR Notary Publi

LAURIE A. RICE Notary Public, State of Ohlo My Commission Expires January 22, 2022

For A Jones [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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.

LAUSTE A, RICE Autary Public, State at Onio My Commission Expires January X2, 2023



Notary Public

Ance M Morgan [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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 Aday of

LAURIE A. RICE

Notary Public, State of Motary Public

Natale M Butter [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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 day of 1

Netary Public

LAURIE A. RICE Notary Public, State of Ohio My Commission Expires January 22, 2023

Christine Butter [print name of affiant], being first duly sworn, deposes and says as follows.

- 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 day of 10, 2019.

Notary Public

LAURIE A. RICE Notary Public, State of Ohio

My Commission Expires lanuary 22, 2023

Down R Black [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

_, 2019

Votary Public

S

LAURIE A. RICE Notary Public, State of Ohio My Commission Expires January 22, 2023

Jonathon E Blalock [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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 May of

Votary Public

LAURIE A. RICE Notary Public, State of Ohlo My Commission Expires January 22, 2023

Eddie C Glenn [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

of 1-01, 20

Notary Public

LAURIE A. RICE Notary Public, State of Ohio My Commission Expires January 22, 2023

[print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if 1. 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.
 - She has not abandoned the use of the name "Stephanie Mingo". 3.

Signature of Affiant

Sworn to before me and subscribed in my presence this day of

Notary Public, State of Ohio My Commission Expires January 22, 2023

Young Lynne Muldrow [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

LAURIE A. RICENotary Public
Notary Public, State of Onlo

My Commission Expires January 22, 2023

Andrew Muldrow [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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".

Notary Public, State of Ohio My Commission Expires January 22, 2023 [Signature of Affiant]

Sworn to before me and subscribed in my presence this

Notary Public

Dashona & Daniels [print name of affiant], being first duly sworn, deposes and says as follows.

- 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 "Stephanje Mingo".

[Signature of Affiant]

Sworn to before me and subscribed in my presence this and day of Apr

Notary Public

Notary Public, State of Ohlo My Commission Expires

Demetra 1 (renshaw[print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if 1. 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.

She has not abandoned the use of the name "Stephanie Mingo". 3.

> Notary Public, State of Ohio My Commission Expires January 22, 2023

[Signature of Affiant]

Sworn to before me and subscribed in my presence this

deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

u

24665924.1

Sovah L Noris [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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 I day of

Notary Public

LAURIE A. RICE Notary Public, State of Ohio My Commission Expires January 22, 2023

deposes and says as follows. [print name of affiant], being first duly sworn,

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

LAURIEA. RICE Notary Public

Notary Public, State of Ohlo My Commission Expires January 22, 2023

Roxanne L Glenn [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

0

A. RICE Notary Public

My Commission Expires

Cherional Rochelle [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

of Pil, 20

Notary Public, State of Motary Public

My Commission Expires January 22, 2023

Jamaica Jame Lee [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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.

Notary Public, State of Ohio My Commission Expires January 22, 2023

Suly Malata [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

2, 2019.

to before the and subscribed in my presence un

Notary Public

Michael A Bell [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

of Z

, 2019.

Hotary Public, State of Ohio My Commission Expires

January 22, 2023

Gioria) thil [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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".

Notary Public, State of Ohio My Commission Expires January 22, 2023 [Signature of Affiant]

Sworn to before me and subscribed in my presence this day of

\Qu

24665924.1

[print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if 1. 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.

She has not abandoned the use of the name "Stephanie Mingo". 3.

[Signature of Affiant]

Sworn to before me and subscribed in my presence this 21 day of April, 2019.

Notary Public, State of Ohlo Notary Public
My Commission Expires

January 22, 2023

Mel son M 6 ladden [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

LAI Notary F My Co

LAURIE A. RICE Notary Public, State of Ohlo My Commission Expires January 22, 2023

Anthony Willie Thomas [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

Notary Public

LAURIE A. RICE Notary Public, State of Ohio My Commission Expires January 22, 2023

Diana W Pierce [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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 or

_, 2019.

LAURIE A. RICE Notary Public, State of Ohio My Commission Expires January 22, 2023

<u>Alendora Muldrou</u> [print name of affiant], being first duly sworn, deposes and says as follows.

- I have always understood "Stephanie Mingo" to mean Stephanie Mingo, even if Stephanie Mingo sometimes uses the name "Stephanie Mingo Miles".
- "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

Notary Public

LAURIE A. RICE
Notary Public, State of Ohlo
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 <u>3513.10</u> 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 <u>3501.382</u> 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,
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 EXHIBIT

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.

codes.ohio.gov/orc/3513.261 2/2

Official Results

Run Date:11/27/18 04:12 PM

	N	ovember 6, 2018		
Run Date:11/27/18 04:12 PM		-122-10 (61) -123-1	Report EL45	Page 001
	VOTES	PERCENT	VOTES F	PERCENT
PRECINCTS COUNTED (OF 1191)		100.00	United States Senator	
REGISTERED VOTERS - TOTAL	881,797		Vote for not more than 1	
BALLOTS CAST - TOTAL	491,311	FF. 70	(WITH 1191 OF 1191 PRECINCTS COUNTED)	122-21
VOTER TURNOUT - TOTAL		55.72	Sherrod Brown (DEM)	68.64
American Address and American			Jim Renacci (REP)	31.26
Governor and Lieutenant Governor			WRITE IN	.10
Vote for not more than 1			Over Votes	
(WITH 1191 OF 1191 PRECINCTS COUNTED)	### PAC	co co	Under Votes 6.419	
Richard Cordray/Betty Sutton (DEM)	310,205	63.63		
Mike DeWine/Jon Husted (REP)	166.057	34.06	For Britain to Conserve (2nd Biotoint)	
Constance Gadell-Newton/B. Joseph (GRN)	4,256	.87	For Representative to Congress (3rd District)	
Travis M. Irvine/J. Todd Grayson (LIB).	6.806	1.40	Vote for not more than 1	
WRITE IN.	210	. 04	(WITH 650 OF 650 PRECINCTS COUNTED)	70 56
Over Votes	354		Joyce Beatty (DEM)	73.56
Under Votes	3,424		Jim Burgess (REP) 65.040	26.35
			WRITE IN	.09
			Over Votes	
Attorney General			Under Votes 4,543	
Vote for not more than 1				
(WITH 1191 OF 1191 PRECINCTS COUNTED)	200 725	62.21	For Depresentative to Commerce (12th District)	
Steve Dettelbach (DEM)	299,735 181,326	62.31 37.69	For Representative to Congress (12th District) Vote for not more than 1	
Dave Yost (REP)	12	37.09	(WITH 239 OF 239 PRECINCTS COUNTED)	
Over Votes	10.239		Troy Balderson (REP)	37.03
orider voces	10,232		les Manabile (CDM)	1.26
			Danny O'Connor (DEM)	61.68
Auditor of State			WRITE IN	.03
Vote for not more than 1			Over Votes	.00
(WITH 1191 OF 1191 PRECINCTS COUNTED)			Under Votes	
Robert C. Coogan (LIB)	17,029	3.58	3133	
Keith Faber (REP)	157,387	33.08		
Zack Space (DEM)	301.420	63.35	For Representative to Congress (15th District)	
Over Votes	18	ATOP	Vote for not more than 1	
Under Votes	15,458		(WITH 302 OF 302 PRECINCTS COUNTED)	
Control of the second s			Johnathan Miller (LIB) 2,031	1.69
			Rick Neal (DEM) 58,852	48.85
Secretary of State			Steve Stivers (REP)	49.47
Vote for not more than 1			Over Votes	
(WITH 1191 OF 1191 PRECINCTS COUNTED)			Under Votes	
Kathleen Clyde (DEM)	300,902	62.87		
Frank LaRose (REP)	167,550	35.01		
Dustin R. Nanna (LIB)	9,989	2.09	For State Senator (3rd District)	
WRITE IN.	163	.03	Vote for not more than 1	
Over Votes	61		(WITH 378 OF 378 PRECINCTS COUNTED)	22.00
Under Votes	12,647		Anne Gonzales (REP) 65,733	49.73
			Tina Maharath (DEM)	50.27
			Over Votes	
Treasurer of State			Under Votes 4,583	
Vote for not more than 1				
(WITH 1191 OF 1191 PRECINCTS COUNTED)	005 505	50.05	For Peak Company (15th Birth 12th)	
Rob Richardson (DEM)	295,535	62.26	For State Senator (15th District)	
Robert Sprague (REP)	179,155	37.74	Vote for not more than 1	
Over Votes	14		(WITH 285 OF 285 PRECINCTS COUNTED)	02 52
Under Votes	16.608		Hearcel F. Craig (DEM)	82.52
			Jordan Garcea (REP)	17.48
			Under Votes 4,280	

EXHIBIT

Official Results

	N	ovember 6. 2018				
Run Date:11/27/18 04:12 PM	7.0	9, 2010	Repor	t EL45	Page 002	
	VOTES !	PERCENT		VOTES	PERCENT	
For State Senator (19th District)			For State Representative (22nd District)			
Vote for not more than 1			Vote for not more than 1			
(WITH 102 OF 102 PRECINCTS COUNTED)	25 025	-22.73-	(WITH 102 OF 102 PRECINCTS COUNTED)			
Andrew O. Brenner (REP)	12,892	28.07	David Leland (DEM)	33,458	73.29	
Gary Cox (GRN)	1.108	2.41	Doug Moody (REP)	12,196	26.71	
Louise Valentine (DEM)	31,934	69.52	Over Votes	3		
Over Votes ,	2		Under Votes	1.732		
Under Votes	1.453					
For Chile Books and Alban 61744 Best State			For State Representative (23rd District)			
For State Representative (17th District)			Vote for not more than 1			
Vote for not more than 1			(WITH 131 OF 131 PRECINCTS COUNTED)	20 222	44.54	
(WITH 132 OF 132 PRECINCTS COUNTED)	16 456	60 40	Russell Harris (DEM)	20,232 25,193	55.46	
Adam C. Miller (DEM)	16.456 10.788	60.40 39.60		25,193	53.40	
John Rush (REP)	0,760	39.00		1,458		
Over Votes	998		Under Votes	1,450		
onder votes	990					
			For State Representative (24th District)			
For State Representative (18th District)			Vote for not more than 1			
Vote for not more than 1			(WITH 149 OF 149 PRECINCTS COUNTED)			
(WITH 105 OF 105 PRECINCTS COUNTED)	11 411	- E - C - C	Allison Russo (DEM)	34,629	56.97	
Kristin Boggs (DEM)	38,930	79.74	Erik F. Yassenoff (REP)	26,159	43.03	
David Todd (REP)	9.891	20.26	Over Votes	0		
Over Votes	1		Under Votes ,	1,686		
Under Votes	1,810					
			For State Representative (25th District)			
For State Representative (19th District)			Vote for not more than 1			
Vote for not more than 1			(WITH 86 OF 86 PRECINCTS COUNTED)	Au cas	- C2.C2	
(WITH 131 OF 131 PRECINCTS COUNTED)	2000	11/32	Bernadine Kennedy Kent (DEM)	33,788	84.52	
Tim Barhorst (REP)	26,293	44.33	Debbie Staggs (REP)	6,187	15.48	
Mary Lightbody (DEM)	33,025	55.67	Over Votes	1 454		
Over Votes	2 000		Under Votes ,	1.454		
Under Votes	2,066					
To State Boundaries (ONL District)			For State Representative (26th District)			
For State Representative (20th District)			Vote for not more than 1			
Vote for not more than 1			(WITH 94 OF 94 PRECINCTS COUNTED)	22 774	00.00	
(WITH 115 OF 115 PRECINCTS COUNTED)	06 751	FO. 40	Erica C. Crawley (DEM)	33.774	and the fee	
Richard Brown (DEM)	26,751	58.48	Steve Dodge (GRN)	1.281		
Bobby L. Mitchell (REP)	18,992	41.52	Shareeque Arife Sadiq (REP)	5,982		
Over Votes	1 204		Over Votes			
Under Votes	1,384		under votes	1,466		
For State Representative (21st District)			County Commissioner			
Vote for not more than 1			Vote for not more than 1			
(WITH 146 OF 146 PRECINCTS COUNTED)			(WITH 1191 OF 1191 PRECINCTS COUNTED)			
Stu Harris (REP)	26,676	43.28	Marilyn Brown (DEM)	300,985	63.91	
Beth Liston (DEM)	34,956	56.72	Michele Reynolds (REP)	169.958	36.09	
Over Votes	2	74.5 M.C.	Over Votes	12		
Under Votes	1,606		Under Votes	20,357		

Official Results

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VOT	TES PERCENT	VOTES PERCENT
County Auditor		For Judge of the Court of Common Pleas
Vote for not more than 1		(Full term commencing 1/3/2019)
(WITH 1191 OF 1191 PRECINCTS COUNTED)		Vote for not more than 1
Clarence Mingo (REP) 204.3	78 42.92	(WITH 1191 OF 1191 PRECINCTS COUNTED)
Michael Stinziano (DEM) 271.8		Bill Creedon 154,101 40.24
	14	Jaiza Page
Under Votes	89	Over Votes
		Under Votes
For County Engineer (Unexpired term ending 1/3/2	021)	
Vote for not more than 1		For Judge of the Court of Common Pleas
(WITH 1191 OF 1191 PRECINCTS COUNTED)		(Full term commencing 1/4/2019)
Cornell R. Robertson (REP) 275,5	97 100.00	Vote for not more than 1
Over Votes	0	(WITH 1191 OF 1191 PRECINCTS COUNTED)
Under Votes	15	Jim Hughes
		Karen Phipps 229,359 58.71
		Over Votes
For Justice of the Supreme Court		Under Votes 100,625
(Full term commencing 1/1/2019)		
Vote for not more than 1 (WITH 1191 OF 1191 PRECINCTS COUNTED)		For Judge of the Court of Common Pleas
Craig Baldwin 135,5	35 35.02	(Full term commencing 1/6/2019)
		Vote for not more than 1
	22	(WITH 1191 OF 1191 PRECINCTS COUNTED)
		그녀는 하다는 하다 나를 하다면 하다 그 때문에 가장 하는 것이 되었다. 그렇게 하는 것이 없는 것이 없는 것이 없는 것이다.
Under Votes	43	Winband Consess
For Justice of the Supreme Count		37.3
For Justice of the Supreme Court (Full term commencing 1/2/2019)		Under Votes
Vote for not more than 1		
(WITH 1191 OF 1191 PRECINCTS COUNTED)	Ne. 1 427 54. I	For Judge of the Court of Common Pleas
Mary DeGenaro		(Full term commencing 1/7/2019)
Melody J. Stewart		Vote for not more than 1
	31	(WITH 1191 OF 1191 PRECINCTS COUNTED)
Under Votes	88	Carl Aveni
		Dan Hawkins
5 2 4 6 4 0 at 5 t 2 17th District		Over Votes
For Judge of the Court of Appeals (10th District (Full term commencing 2/9/2019)	.)	Under Votes . ,
Vote for not more than 1		
(WITH 1191 OF 1191 PRECINCTS COUNTED)	And and the	For Judge of the Court of Common Pleas
	597 100.00	(Full term commencing 1/8/2019)
Over Votes	0	Vote for not more than 1
Under Votes	15	(WITH 1191 OF 1191 PRECINCTS COUNTED)
		Stephen L. McIntosh
A CONTRACT SALES OF THE CONTRACT SALES AND AND ADDRESS.		Over Votes
For Judge of the Court of Appeals (10th District (Full term commencing 2/10/2019)	.)	Under Votes
Vote for not more than 1		
(WITH 1191 OF 1191 PRECINCTS COUNTED)		For Judge of the Court of Common Pleas (Domestic)
Betsy Luper Schuster 252,5	37 100.00	(Full term commencing 1/1/2019)
Over Votes	0	Vote for not more than 1
Under Votes	75	(WITH 1191 OF 1191 PRECINCTS COUNTED)
		Elizabeth Gill
		Over Votes 0
		Under Votes

Official Results

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VOTES	PERCENT		VOTES I	PERCENT
		#E Dublic City School District	7.3	(23,74,1)
For Judge of the Court of Common Pleas (Domestic) (Full term commencing 1/2/2019)		#5 Dublin City School District (WITH 74 OF 74 PRECINCTS COUNTED)		
Vote for not more than 1		For the Bond Issue and Levies	18,309	59.33
(WITH 1191 OF 1191 PRECINCTS COUNTED)	1.500	Against the Bond Issue and Levies	12,549	40.67
Jessica A. Barwell 147.875	39.69	Over Votes , , ,	4	
James W. Brown	60.31	Under Votes	777	
Over Votes				
Under Votes		#6 Grandview Heights City School District		
		(WITH 9 OF 9 PRECINCTS COUNTED)		
For Judge of the Court of Common Pleas (Domestic)		For the Bond Issue and Levy	2,524	52.09
(Full term commencing 1/5/2019)		Against the Bond Issue and Levy	2.321	47.91
Vote for not more than 1		Over Votes	0	
(WITH 1191 OF 1191 PRECINCTS COUNTED)	62/33	Under Votes	104	
Terri Jamison	60.20			
Janie Roberts	39.80	Service Color Service Constitution		
Over Votes		Pickerington Public Library		
Under Votes		(WITH 4 OF 4 PRECINCTS COUNTED)	147	60 06
		For the Tax Levy	147 69	68.06 31.94
For lider of the Count of Common Dlane (Demostic)		Against the Tax Levy	0	31.94
For Judge of the Court of Common Pleas (Domestic) (Full term commencing 1/9/2019)		Over Votes	6	
Vote for not more than 1		onder votes	Ü	
(WITH 1191 OF 1191 PRECINCTS COUNTED)				
Monica Hawkins	65.29	#7 South-Western City School District		
Amy B. Koorn	34.71	(WITH 139 OF 139 PRECINCTS COUNTED)		
Over Votes	6.00	For the Bond Issue	26.913	61.31
Under Votes		Against the Bond Issue	16,982	38.69
		Over Votes	3	
		Under Votes	1,158	
#1 State Issue 1				
(WITH 1191 OF 1191 PRECINCTS COUNTED)		WELL TO REPORT AND A STATE OF THE ADMINISTRATION OF THE ADMINISTRA		
YES	52.38	#8 Whitehall City School District		
NO	47.62	(WITH 13 OF 13 PRECINCTS COUNTED)		45. 42.
Over Votes		For the Bond Issue and Levy	3.069	61.09
Under Votes		Against the Bond Issue and Levy	1,955	38.91
		Over Votes	0	
GO STORY SECURITY SERVICES		Under Votes	250	
#3 Franklin County Metro Parks (WITH 1191 OF 1191 PRECINCTS COUNTED)				
그는 그리는 그 경우 전에 다른 아이를 가지 않는데 이렇게 하는데 하는데 하는데 하는데 하는데 하는데 하는데 그렇게 모르고 그렇다.	67.26	#9 Worthington City School District Bond		
Against the Tax Levy	32.74	(WITH 63 OF 63 PRECINCTS COUNTED)		
Over Votes	00.17	For the Bond Issue	21,595	70.23
Under Votes		Against the Bond Issue	9.153	29.77
		Over Votes	0	
		Under Votes	773	
Delaware County District Library				
(WITH 1 OF 1 PRECINCTS COUNTED)	Celebrate.	waste ballower service awarsawa sawarian sahi.		
For the Tax Levy 20	54.05	#10 Worthington City School District Tax		
Against the Tax Levy	45.95	(WITH 63 OF 63 PRECINCTS COUNTED)	10 000	61. 05
Over Votes 0		For the Tax Levy	18,997	61.95
Under Votes 4		Against the Tax Levy	11.666	38.05
		Over Votes	858	
		Under Votes	030	

Franklin County, Ohio General Election

Official Results

	Novem	ber 6, 2018				
Run Date:11/27/18 04:12 PM				Report EL4	5 P	age 005
	VOTES PERC	ENT		V	OTES PE	RCENT
#12 City of Bexley Tax Levy			#21b Local Option Columbus 36-E			
(WITH 10 OF 10 PRECINCTS COUNTED)	3	22.	(WITH 2 OF 2 PRECINCTS COUNTED		-	Sec. 54
For the Tax Levy		.39	Yes			67.71
Against the Tax Levy	200	.61	No			32.29
Over Votes	0		Over Votes		0	
Under Votes ,	145		Under Votes	A 40 P	23	
#14b Local Option Canal Winchester B (WITH 1 OF 1 PRECINCTS COUNTED)			#22a Local Option Columbus 37.A (WITH 1 OF 1 PRECINCTS COUNTED	0)		
Yes	614 72	.66	Yes		139	59.91
No	231 27	.34	No		93	40.09
Over Votes	0		Over Votes		0	
Under Votes	24		Under Votes	1.5.	9	
#15b Local Option Canal Winchester F (WITH 1 OF 1 PRECINCTS COUNTED)			#23A Local Option Columbus 55-A A- (WITH 2 OF 2 PRECINCTS COUNTED			
Yes	392 72	.06	Yes		365	78.33
No		.94	No			21.67
Over Votes	0	. 54	Over Votes		0	21.07
Under Votes	14		Under Votes		17	
#17A Local Option Columbus 07-B (WITH 1 OF 1 PRECINCTS COUNTED) Yes	319 54	.16	#23b Local Option Columbus 55-A A- (WITH 2 OF 2 PRECINCTS COUNTED Yes))	348	75.00
No	270 45	.84	No		116	25.00
Over Votes	0		Over Votes		0	
Under Votes	16		Under Votes	9; D	19	
#18A Local Option Columbus 7-D (WITH 1 OF 1 PRECINCTS COUNTED)			#24A Local Option Columbus 55-A C- (WITH 2 OF 2 PRECINCTS COUNTED))		4.3
Yes	10000	.02	Yes			76.94
No		.98	No.			23.06
Over Votes ,	0		Over Votes		0	
Under Votes	14		Under Votes		19	
#19A Local Option Columbus 19-H Weekday (WITH 1 OF 1 PRECINCTS COUNTED)			#24b Local Option Columbus 55-A C (WITH 2 OF 2 PRECINCTS COUNTED		740	Table 3
Yes	759 86	.94	Yes		-	74.13
No		.06	No.		119	25.87
Over Votes	0		Over Votes		0	
Under Votes	32		Under Votes	2 2	22	
#20b Local Option Columbus 19-H Sunday (WITH 1 OF 1 PRECINCTS COUNTED)			#25A Local Option Columbus 55-A D. (WITH 2 OF 2 PRECINCTS COUNTED			
Yes	747 85	.37	Yes		353	76.91
No	128 14	.63	No		106	23.09
Over Votes	0		Over Votes		0	
Under Votes	30		Under Votes		23	

Official Results

Run Date:11/27/18 04:12 PM	NO	vember 6, 2016	Repor	t EL45	Page 006
	VOTES P	ERCENT		VOTES	PERCENT
#25b Local Option Columbus 55-A D1 Sunday (WITH 2 OF 2 PRECINCTS COUNTED)			#30 City of Grandview Heights Charter (WITH 8 OF 8 PRECINCTS COUNTED)		
Yes	348	75.49	Yes	3,395	85.22
No	113	24.51	No	589	14.78
Over Votes	0		Over Votes	0	
Under Votes	21		Under Votes	525	
#26b Local Option Columbus 83-A			#31 City of Grandview Heights Greenspace		
(WITH 1 OF 1 PRECINCTS COUNTED)			(WITH 8 OF 8 PRECINCTS COUNTED)		
Yes	371	69.61	Yes	1.572	38.17
No	162	30.39	No	2.546	61.83
Over Votes	0	30.03	Over Votes	1	1927.25
Under Votes	23		Under Votes	390	
#27A Local Option Columbus 85-A Weekday			#32 City of Grandview Heights Referendum		
(WITH 1 OF 1 PRECINCTS COUNTED)			(WITH 8 OF 8 PRECINCTS COUNTED)	0.535	471943
Yes	288	47.06	Yes	1.719	39.75
No	324	52.94	No	2,606	60.25
Over Votes	0		Over Votes	1	
Under Votes	41		Under Votes	183	
#27b Local Option Columbus 85-A Sunday (WITH 1 OF 1 PRECINCTS COUNTED)			#33 City of Hilliard Charter (WITH 28 OF 28 PRECINCTS COUNTED)		
Yes	295	47.66	Yes	8,786	58.41
No	324	52.34	No	6.257	41.59
Over Votes	0		Over Votes	0	
Under Votes	34		Under Votes ,	944	
#28A Local Option Columbus 86-E Weekday (WITH 2 OF 2 PRECINCTS COUNTED)			#34 City of Upper Arlington Charter (WITH 33 OF 33 PRECINCTS COUNTED)		
Yes	380	55.96	Yes	13.014	70.21
No	299	44.04	No ,	5,523	29.79
Over Votes	0		Over Votes	0	
Under Votes	20		Under Votes	2.506	
#28b Local Option Columbus 86-E Sunday (WITH 2 OF 2 PRECINCTS COUNTED)			#35A Local Op. Westerville 4-B Weekday (WITH 1 OF 1 PRECINCTS COUNTED)		
Yes	370	54.25	Yes	730	71.99
No	312	45.75	No	284	Called Control
	0	73,13	Over Votes	0	
Over Votes					
Under Votes ,	17		Under Votes	20	
#29 City of Gahanna Income Tax Increase (WITH 39 OF 39 PRECINCTS COUNTED)	19,000	dia.	#35b Local Option Westerville 4-B Sunday (WITH 1 OF 1 PRECINCTS COUNTED)	4.2	70.30
For the Income Tax	8,741	49.59	Yes	713	
Against the Income Tax	8.886	50.41	No	301	
Over Votes	0		Over Votes	0	
Under Votes	333		Under Votes	20	

Official Results

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	VOTES	PERCENT	VOTES PERCENT
#36 City of Whitehall Charter - Mayor (WITH 13 OF 13 PRECINCTS COUNTED)			Members of Charter Commission - Minerva Park Vote for not more than 15
Yes	2,972	61.05	(WITH 1 OF 1 PRECINCTS COUNTED)
No	1.896	38.95	Jeanne Shelley Beeba
Over Votes	0		Paul R. Braskett
Under Votes	406		Richard C. Busick
2000 125000 1 1 1 1 1 1 1 1 1 1	4.4		Rani Conger 283 6.97
			Jennifer Estes
#37 City of Whitehall Charter - Terms			Evan Harker
(WITH 13 OF 13 PRECINCTS COUNTED)			Nina Lewis
	2,668	53.53	
Yes		46.47	Pamela Park-Curry
No	2,316	40.47	Kerry C. Farks
Over Votes	0		Sidney A. Townsend
Under Votes	290		
			Debra Walsh
1 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5			Brian Wolf
#38 City of Whitehall Charter - Gender			Over Votes 0
(WITH 13 OF 13 PRECINCTS COUNTED)	40.00	55.023	Under Votes 8.735
Yes	2,777	56.17	
No	2,167	43.83	and the control of the first and the control of the control
Over Votes	1		#44 Blendon Township Police District
Under Votes	329		(WITH 10 OF 10 PRECINCTS COUNTED)
			For the Tax Levy 2,313 72.24
			Against the Tax Levy 889 27.76
#39 City of Worthington Electric Aggregat (WITH 19 OF 19 PRECINCTS COUNTED)	ion		Over Votes
Yes	6,371	75.08	and the second of the second o
No	2.115	24.92	
Over Votes	1	27.32	#45 Hamilton Township Fire Levy
Under Votes	673		(WITH 21 OF 21 PRECINCTS COUNTED)
under votes	0/3		For the Tax Levy 1,993 62.30
			Against the Tax Levy 1,206 37.70
Mark Issail Ostrina Markla Cliff A			Over Votes
#41b Local Option Marble Cliff A			Under Votes 60
(WITH 1 OF 1 PRECINCTS COUNTED)	200	00.04	under voces , ,
Yes	386	88.94	
No	48	11.06	His Dead Township Streets Law
Over Votes	0		#46 Perry Township Streets Levy
Under Votes	6		(WITH 30 OF 30 PRECINCTS COUNTED)
			For the Tax Levy 2,003 76.95
			Against the Tax Levy 600 23.05
#42 Minerva Park Charter Commission			Over Votes
(WITH 1 OF 1 PRECINCTS COUNTED)			Under Votes 62
Yes	471	57.72	
No	345	42.28	And the Control of th
Over Votes	0		#47b Local Option Prairie-H
Under Votes	37		(WITH 1 OF 1 PRECINCTS COUNTED)
and the second s			Yes 233 57.67
			No 171 42.33
			Over Votes 0
			Under Votes

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

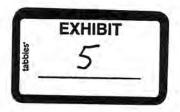
2018-05-08 Ran as Laurel Beatty Blunt in Primary

2018-11-06 Ran as Laurel Beatty Blunt in General

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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

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NOTE: Il ballor-name is to be different than registration explanation	n may be necessary.

BDE-7 (Rev. 10/03)

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

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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

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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

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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

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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, 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

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 divorced 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 .



410 N.E.2d 764, 17 O.O.3d 420

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

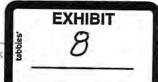
Scope of inquiry and powers of court

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



410 N.E.2d 764, 17 O.O.3d 420

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

410 N.E.2d 764, 17 O.O.3d 420

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 <u>R.C.</u> 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

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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 Brushart, 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.

I 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

EXHIBIT 9

within time required by statute. Gen.Code, § 4785–92.

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.

4 Cases that cite this headnote

**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 stansmitted 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 electon, 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 neme. 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 hve 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 child-hood 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

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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