

IN THE SUPREME COURT OF THE UNITED STATES

ROSALIND HOLMES

Plaintiff

VS

LAKEFRONT AT WEST CHESTER

Defendant

) U.S. SUPREME COURT CASE NO. TBA

)

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) SIXTH CIRCUIT APPEAL CASE NO: 21-3791

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EMERGENCY MOTION FOR A STAY AND TEMPORARY RESTRAINING ORDER PENDING APPEAL IN THE SIXTH CIRCUIT
AND FINAL DISPOSITION OF THE U.S. SUPREME COURT

EXTRAORDINARY CIRCUMSTANCES

Plaintiff, Rosalind Holmes, as a pro-se litigant respectfully request the U.S. Supreme Court to take into consideration that she is currently homeless traveling back and forth from Ohio to Tennessee because she is incapable of obtaining an apartment as a direct result of the eviction rendered by the Butler County Area III Court. Plaintiff has tried to obtain an apartment but has been unsuccessful because of the eviction. Without a stay and or temporary restraining order of the Butler County Area III Court's judgment of a forcible entry and detainer action rendered on August 19, 2021, case number CVG 2100651, plaintiff will experience long-term homelessness.

SUMMARY

Now comes plaintiff Rosalind Holmes respectfully requesting the Court to issue an Emergency Stay of the execution of the forcible entry and detainer action obtained in the Butler County Area III Court case no. CVG 2100651 pending appeal in the United States Court of Appeals for the Sixth Circuit and pending any future writ of certiorari AND final disposition of the U.S. Supreme Court. (Exhibit X) Plaintiff previously requested an emergency motion for a stay in the Butler County Area III Court, Ohio's Twelfth Appellate District Court and the Ohio Supreme Court. Plaintiff was denied an emergency motion for a stay in both the Butler County Area III Court and Ohio's Twelfth District Court of Appeals and she was not provided any reasons for the Courts orders denying the stay. On September 7, plaintiff filed an emergency motion for a stay in the Ohio Supreme Court. On September 28, 2021, plaintiff filed a Notice of the Urgent Request to issue an immediate order and explained her extraordinary circumstances to the Ohio Supreme Court. Despite, her diligent and patient request, the Ohio Supreme Court has not issued an order. Therefore, plaintiff respectfully request this Court to issue an immediate stay and/or temporary restraining order subject to the requested prohibitions. Pursuant to Rule 23(2), a party

to a judgment sought to be reviewed may present to a Justice an application to stay the enforcement of that judgment. See 28 U. S. C. § 2101(f)

STATEMENT OF THE CASE

A. FACTUAL AND STATUTORY BACKGROUND

The U.S. Supreme Court has been called on a number of times in recent years to decide whether a procedural rule is "jurisdictional." See *Henderson v. Shinseki*, 131 S. Ct. 1197, 1202 (2011) (collecting cases). The question is important because once a procedural rule is labeled "jurisdictional," the court has no power even to consider granting relief, for any reason, from a failure to comply strictly with the rule's requirements. In *Bowles v. Russell*, 551 U.S. 205 (2007), for example, the Court held that the statutory limitation on the length of an extension of the time to file a notice of appeal in an ordinary civil case, 28 U.S.C. § 2107(c), is "jurisdictional," such that a party's failure to file a notice of appeal within that period cannot be excused based on equitable factors or on the opposing party's forfeiture or waiver of any objection to the late filing. 551 U.S. at 213-14.

In addition, "District courts possess broad discretion to sanction parties for failing to comply with procedural requirements." *Tetro v. Elliott Popham Pontiac, Oldsmobile, Buick, and GMC Trucks, Inc.*, 173 F.3d 988, 991 (6th Cir. 1999), citing *Carver v. Bunch*, 946 F.2d 451, 453 (6th Cir. 1991). Further, "a district court can dismiss an action for noncompliance with a local rule ... if the behavior of the noncomplying party rises to the level of a failure to prosecute, comply with court rules or orders under Rule 41(b) of the Federal Rules of Civil Procedure." *Tetro*, 173 F.3d at 992.

The Sixth Circuit considers four factors in reviewing the decision of a district court to dismiss a case for failure to prosecute, comply with court rules or orders:

- (1) whether the party's failure is due to willfulness, bad faith, or fault; (2) whether the adversary was prejudiced by the dismissed party's conduct; (3) whether the dismissed party was warned that failure to cooperate could lead to dismissal; and (4) whether less drastic sanctions were imposed or considered before dismissal was ordered. *Wu v. T.W. Wang, Inc.*, 420 F.3d 641, 643 (6th Cir. 2005) (citing *Knoll v. American Tel. & Tel. Co.*, 176 F.3d 359, 363 (6th Cir. 1999)).

Ohio's Subject Matter Jurisdiction

Subject matter jurisdiction refers to a court's power to hear and decide a case on its merits. *Morrison v. Steiner*, 32 Ohio St.2d 86, 87, 290 N.E.2d 841 (1972); see also Black's Law Dictionary 983 (10th Ed.2014) (It is "[j]urisdiction over the nature of the case and the type of relief sought; the extent to which a court can rule on the conduct of persons or the status of things."). Any decision by a court lacking subject matter jurisdiction is void ab initio. *Bank of Am., N.A. v. Kuchta*, 141 Ohio St.3d 75, 2014-Ohio-4275, 21 N.E.3d 1040,

¶ 17. Before jurisdiction exists, it must be found, inter alia, that the law has given the tribunal subject-matter jurisdiction, or the capacity to hear the controversy in question. *Sheldon's Lessee. supra, paragraph two of the syllabus*. The limits and exercise of subject-matter jurisdiction are controlled by the Ohio Constitution and the statutes of the state. *Thompson v. Redington* (1915), 92 Ohio St. 101, *paragraph one of the syllabus*. See *Humphrys v. Putnam*, 172 Ohio St. 456, at 460; *State, ex rel Finley, v. Pfeiffer* (1955), 163 Ohio St. 149, 153. Cf. *Loftus v. Pennsylvania Rd. Co., supra*. Precedent instructs "that the proponent of jurisdiction must shoulder the burden of showing that the tribunal—here, the Butler County Area III Court—may proceed to hear its complaint." *Marysville Exempted Village Local School Dist. Bd. of Edn. ,* 136 Ohio St.3d 146, 2013-Ohio-3077, 991 N.E.2d 1134, at ¶ 11. Thus, "when jurisdictional facts are challenged, the party claiming jurisdiction bears the burden of demonstrating that the court has jurisdiction over the subject matter." " Id.at ¶ 10, *quoting Ohio Natl. Life Ins. Co. v. United States*, 922 F.2d 320, 324 (6th Cir.1990). Subject matter jurisdiction over a controversy is the first issue that a court of limited jurisdiction must decide before adjudicating a case on the merits.

Ohio's Jurisdictional-Priority Rule

Pursuant to the jurisdictional-priority or first to file rule [a]s between [state] courts of concurrent jurisdiction, the tribunal whose power is first invoked by the institution of proper proceedings acquires jurisdiction, to the exclusion of all tribunals, to adjudicate upon the whole issue and to settle the rights of the parties." *State ex rel. Dannaher v. Crawford*, 78 Ohio St.3d 391, 393, 678 N.E.2d 549 (1997); *quoting State ex rel. Racing Guild of Ohio v. Morgan*, 17 Ohio St.3d 54, 56, 476 N.E.2d 1060 (1985); and *State ex rel. Phillips v. Polcar*, 50 Ohio St.2d 279, 364 N.E.2d 33 (1977), syllabus.

The jurisdictional-priority rule applies even if the causes of action and requested relief are not identical. *Sellers and State ex rel. Otten v. Henderson*, 129 Ohio St.3d 453, 2011-Ohio-4082, 953 N.E.2d 809. That is, if the claims in both cases are such that each of the actions comprise part of the "whole issue" that is within the exclusive jurisdiction of the court whose power is legally first invoked. The determination of whether the two cases involve the "whole issue," or matter requires a two-step analysis: "First, there must be cases pending in two different courts of concurrent jurisdiction involving substantially the same parties. Second, the ruling of the court subsequently acquiring jurisdiction may affect or interfere with the resolution of the issues before the court where suit was originally commenced." *Michaels Bldg. Co. v. Cardinal Fed. S. & L. Bank*, 54 Ohio App.3d 180, 183, 561 N.E.2d 1015 (8th Dist. 1988); and *Tri-State Group, Inc. v. Metcalf & Eddy of Ohio, Inc*, 8th Dist. Cuyahoga No. 92660, 2009-Ohio-3902, 2009 WL 2403571.

Ohio Rules of Civil Procedure 12(H)(3)

In addition, Ohio Civil Rule 12(H)(3) and Fed.Rule.Civil.Proc. 12(h)(3), further provides that "whenever it appears by suggestion of the parties or otherwise that the court lacks jurisdiction of the subject matter, the court shall dismiss the action." Without assuring itself that it has actual jurisdiction, a court has no power to proceed further. It has no power even to suggest that the action may be insubstantial on the merits. The concept of hypothetical jurisdiction is therefore nonsensical: without actual jurisdiction, the court cannot act, and it is illogical to suggest that "hypothetical" jurisdiction may exist where actual jurisdiction may not.

Where a Court has jurisdiction, it has a right to decide every question which occurs in the cause; and whether its decision be correct or otherwise, its judgment, until reversed, is regarded as binding in every other Court. But, if it act without authority, its judgments and orders are regarded as nullities. They are not voidable, but simply void; and form no bar to a recovery sought, even prior to a reversal, in opposition to them. They constitute no justification; and all persons concerned in executing such judgments or sentences, are considered, in law, as trespassers. *Elliott v. Peirsol*, 26 U.S. 328 (1828)

Ohio Revised Code Section 1907.03

Pursuant to Ohio Revised Code Section 1907.03 county court's like the Butler County Area III Court, have limited jurisdiction (A) Under the restrictions and limitations of this chapter, county courts have exclusive original jurisdiction in civil actions for the recovery of sums not exceeding five hundred dollars and original jurisdiction in civil actions for the recovery of sums not exceeding fifteen thousand dollars.(B) If a counterclaim is filed in a civil action in a county court and the counterclaim exceeds fifteen thousand dollars, the county court shall certify the action to the court of common pleas. (C) If a civil action is certified to the court of common pleas pursuant to division (B) of this section, the clerk of the county court forthwith shall transmit to the court of common pleas the original papers and pleadings in the action and a certified transcript of the journal entries in it. The action then shall proceed in the court of common pleas as if it had been originally commenced in that court.

Rooker-Fedlman

The *Rooker-Feldman* doctrine prohibits federal courts, other than the United States Supreme Court, from performing appellate review of state court rulings. *Lawrence v. Welch*, 531 F.3d 364, 368 (6th Cir. 2008); see also *Givens v. Homecomings Fin.*, 278 F. App'x 607, 609 (6th Cir.2008) (*affirming dismissal under Rooker-Fedlman where the primary relief that plaintiff requested was a temporary injunction that would "enjoin Defendants from physically entering onto plaintiff's property" and that would "dispose ... of any other civil or procedural action regarding the subject property"*). (U.S. District Court Decision, RE 12, Page ID # 1618 – 1623) However, a claim that the state court judgment was procured by the alleged wrongdoing of the defendant is an independent claim over which the district court may assert jurisdiction, even if those independent claims deny a legal conclusion of the state court. *McCormick*, 451 F.3d at 392-93 (*Rooker-Feldman* doctrine does not deprive district court of jurisdiction over federal plaintiff's claims against receiver and homeowners' insurer alleging fraud in obtaining order of receivership from state court).

PROCEDURAL BACKGROUND

- B. The Butler County Area III Court lacked subject matter jurisdiction over Lakefront's eviction and failed to comply with Ohio's jurisdictional priority rule, Ohio Civil Rule 12(H)(3) and Ohio Law (Ohio Revised Code 1907.03)**

Specifically, in paragraphs 33-36 of plaintiff's complaint she explained the **lack of subject matter jurisdiction, deception and fraud on the part of Lakefront and the Butler County Area III Court**, "On May 7, 2021, Plaintiff filed a complaint of Housing Discrimination under Title VIII and ORC 4112, in the Butler County Common Pleas Court (Case # CV 2021 05 0639) against Lakefront at West Chester. Plaintiff's lawsuit included allegations that Defendant, ("herein after Lakefront or Defendant") had terminated her tenancy in violation of Title VIII 42 U.S.C. §§3601 et. seq., 3617 and O.R.C. § 4112, Housing Discrimination. Plaintiff's lawsuit requested monetary relief exceeding \$20,000, a Motion for Injunctive Relief and Motion to Appoint Counsel." (**U.S. District Court Complaint, RE 7, Page ID 1013-1014**)

"On May 14, 2021, in **bad-faith** Lakefront initiated an independent eviction action against Rosalind Holmes in the Butler County Area III Court, Case no. CVG 2100528. On or around, May 19, 2021, **by written motion, Rosalind Holmes informed the Butler County Area III Court that Lakefront filed the eviction action in bad faith, after being served with her complaint of Housing Discrimination under Title VIII and O.R.C. 4112.** Plaintiff provided the Butler County Area III Court with a copy of the complaint and motions filed and requested the court to dismiss, transfer or consolidate the eviction action with her prior complaint filed in the Butler County Common Pleas Court. (Exhibit 1A) Subsequently, by written motion Plaintiff informed the Butler County Common Pleas Court of Lakefront's bad faith filing and requested the Court to dismiss, consolidate or transfer the eviction action. (Exhibit 1B) Plaintiff also advised the Butler County Area III Court that she had contacted the Butler County Community Action Agency who agreed to pay her rent through August 31, 2021. However, Lakefront had agreed to accept the rent for April and May alone. On June 11, 2021, Lakefront voluntarily dismissed their eviction action. On June 16, 2021, Lakefront refiled the eviction action, in the Butler County Area III Court, Case no. CVG 2100651, against Rosalind Holmes. Again, Rosalind Holmes informed the Butler County Area III Court that Lakefront filed the eviction action in **bad faith**, after being served with her complaint of Housing Discrimination under Title VIII and O.R.C. 4112. Plaintiff's May 7, 2021, Housing Discrimination complaint filed in the Butler County Common Pleas Court, (Case # CV 2021 05 0639) divested the Butler County Area III Court with subject matter jurisdiction over Lakefront's eviction action. Moreover, the Butler County Area III Court failed to dismiss Lakefront's eviction action for lack of subject matter jurisdiction." (**Complaint, RE 7, Page ID 1013-1014**)

Housing Discrimination Refiled in U.S. District Court

Because Lakefront acted in **bad-faith** and the Butler County Area III Court failed to certify the action to the Butler County Common Pleas Court and/or dismiss the eviction action for lack of subject matter jurisdiction. Plaintiff was left with no option to remedy this

issue. Plaintiff was incapable of asserting her Housing Discrimination claims in the Area III Court because the amount of relief requested exceeds the Butler County Area III Court's monetary threshold of \$15,000 and Butler County Area III Court does not have injunctive relief powers. Plaintiff is a pro-se litigant and she requested to be appointed Counsel but the District Court denied her request. On June 30, 2021, attempting to rectify the Court's non-compliance with the rules and laws, Plaintiff inadvertently filed a Notice of Removal in District Court of her Title VIII Housing Discrimination complaint filed in the Butler County Common Pleas Court. Pursuant to 28 U.S.C. § 1441(a) any civil action brought in a state court of which the district courts of the United States have original jurisdiction, may be removed by the plaintiff or the plaintiffs, to the district court of the United States. Since Plaintiff was the Plaintiff in state court, she was precluded from removing a case to federal court. Because the Butler County Area III Court failed to dismiss Lakefront's eviction or certify the case over to the Butler County Common Pleas Court, Plaintiff was left with no other choice but to voluntarily dismiss her complaint of Housing Discrimination in the Butler County Common Pleas Court and refile it in the U.S. District Court. On July 21, 2021, Plaintiff filed a Notice of Rule 41(a) Voluntary Dismissal in the Butler County Common Pleas Court case no. CV 2021-05-0639. On July 22, 2021, Plaintiff filed a Motion to Withdraw her June 30, 2021, Notice of Removal to District Court all claims and causes of action in the civil action *Rosalind Holmes vs Lakefront at West Chester, LLC.*, Case No. CV 2021-05-0639 filed in the Butler County Common Pleas Court and to refile the complaint of Title VIII Housing Discrimination in District Court. Subsequently, Plaintiff refiled her complaint of Title VIII Housing Discrimination in District Court case no 1:21-CV-00444 *Holmes v Lakefront at West Chester, LLC*. In addition, Plaintiff amended her Motion in Opposition of Remand and Notice of Removal to District Court all claims styled *Lakefront at West Chester, LLC vs Rosalind Holmes*. In filing her amended pleadings, Plaintiff made no attempt to harass the Plaintiff, to delay the case or evade the Report and Recommendation of Magistrate Judge Litkovitz, as Lakefront has alleged. Plaintiff's amended pleadings were filed in accordance with the Federal Rules of Civil Procedure 15(a)(1) and Rule 6(d) in case 1:21-CV-00444 as well as *Holmes v USA et al* 1:20-cv-00825. Despite legitimately filing the federal Housing Discrimination complaint in the United States District Court on case number 1:21-cv-00444, the Court wrongfully terminated the entire case including Plaintiff Housing Discrimination complaint and remanded the eviction back to the Butler County Area III Court. Subsequently, plaintiff refiled her Title VIII Housing Discrimination Complaint in District Court on August 6, 2021, case no. 1:20-CV-00505.

Judge Timothy Black's Erroneous Order

On August 26, 2021, Judge Timothy Black stated the following, "In the Report, the Magistrate Judge first found that Plaintiff's complaint failed to state a claim upon which relief may be granted. (Doc. 8 at 3). This Court agrees. Plaintiff's 378-page complaint with exhibits is a recitation of her litigation history with Defendant. Even liberally construing Plaintiff's complaint, she fails to state a claim. Moreover,

Plaintiff's objection does nothing to cure this deficiency or otherwise convince this Court that Plaintiff has stated a plausible claim for relief. (Doc. 51). (U.S. District Court Order on Motion to Stay, RE 12, Page ID 1619)

Judge Timothy Black's ruling is egregiously erroneous as he made no attempt to apply existing law under Title VIII Housing Discrimination. **The Court's task is to evaluate whether a cognizable FHA claim has been pleaded in Plaintiff's complaint.** See *Scheid v. Fanny Farmer Candy Shops*, 859 F.2d 434, 436 (6th Cir. 1988). Under Federal Rule 12(b)(6), Plaintiff's complaint "must contain either direct or inferential allegations respecting all the material elements to sustain recovery under [the FHA]." *Id.* See also *NHL Players Ass'n v. Plymouth Whalers Hockey Club*, 419 F.3d 462, 468 (6th Cir.2005); *Jackson v. Thompson*, 2006 WL 1697631 (S.D. Ohio 2006). The complaint must include sufficient factual allegations "to raise a right to relief above the speculative level." *Bell Atl. Corp. v. Twombly*, supra, 550 U.S. at 555. When considering a motion to dismiss under Rule 12(b)(6), the Court may also consider "matters of public record," such as documents recorded with the Register of Deeds. *Amini v. Oberlin College*, 259 F.3d 493, 502 (6th Cir. 2001). The Court accepts the complaint's allegations as true and construes those allegations in the plaintiff's favor. The court need not accept as true legal conclusions or unwarranted factual inferences. *Id.* Further, to survive a motion to dismiss, or for judgment on the pleadings, a complaint "must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" *Ashcroft v. Iqbal*, 556 U.S. 662, 129 S.Ct. 1937, 1949, 173 L. Ed. 2d 868 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 550, 127 S.Ct. 1955, 167 L. Ed. 2d 929 (2007))."

As stated in Plaintiff's objection to the Magistrate's Decision, "Plaintiff's complaint establishes a prima facie case of housing discrimination satisfying the burden shifting framework under *McDonnell Douglas Corp. v. Green*, 411 U.S. 792, 93 S.Ct. 1817.

FHA Housing Discrimination Elements

To state a claim under Section 3605 of the FHA, the plaintiff must plead that (1) she was a member of a protected class; (2) she attempted to engage in a "real estate-related transaction" with the defendants, and met all relevant qualifications for doing so; (3) the defendants refused to transact business with the plaintiff despite her qualifications; and (4) the defendants continued to engage in that type of transaction with other similarly-situated parties. *Michigan Protection and Advocacy Service, Inc. v. Babin*, 18 F.3d 337, 345 (6th Cir. 1994). See also *Hood v. Midwest Savings Bank*, 95 Fed. Appx. 768, 778 (6th Cir. 2004) (citing *Babin* and noting that the same four elements are required to state a claim under the FHA as are required to state a claim under the Equal Credit Opportunity Act).

To state a claim under Section 3617 of the FHA, the plaintiff must plead that 1.) "she engaged in protected activity, 2.) that the [defendant] was aware of this activity, 3.) that the [defendant] took adverse action against the plaintiff, and 4.) a causal connection exists between the protected activity and the adverse action, i.e., that a retaliatory motive played a part in the adverse employment

action." *San Pedro Hotel Co., Inc. v. City of Los Angeles*, 159 F.3d 470, 477 (9th Cir. 1998) (discussing the elements of a *FHA retaliation claim*). "The causal connection needed for proof of a retaliation claim can be established indirectly by showing that the protected activity was closely followed in time by the adverse action." *Cifra v. Gen. Elec. Co.*, 252 F.3d 205, 217 (2d Cir. 2001) (citation and internal quotation marks omitted).

The first thirty-one paragraphs of plaintiff's complaint form the bases of her housing discrimination claims satisfying the burden shifting framework under *McDonnell Douglas Corp. v. Green*, 411 U.S. 792, 93 S.Ct. 1817. **Note: The below references to the paragraphs of plaintiff's complaint can be found in (U.S. District Court Complaint, RE 7, Page ID 1007-1027).**

Paragraph 1 of plaintiff's complaint states, "This complaint is filed by Plaintiff, Rosalind Holmes, an African American."

Paragraph 9 of plaintiff's complaint states, "On June 30, 2020, plaintiff reported that her mailbox lock had been changed without explanation. Prior to this date, plaintiff's mailbox key was working fine. At the time, Taylor Jones, Lakefront Leasing Consultant, responded that she was sending maintenance over to look at the mailbox lock right now. (Exhibit GG) The maintenance department provided defendant with a new key to open her mailbox. Previously, Defendant reported that the FBI, State of Ohio, City of Cincinnati and others had been intercepting and monitoring her mail to the U.S. Office of Inspector General for the FBI, Senator Sherrod Brown and in the *Bivens* action."

Paragraph 10 of plaintiff's complaint states, "On July 14, 2020, plaintiff reported harassment to Lakefront at West Chester.....Specifically, plaintiff reported that someone had been opening and closing the front door and entering the apartment without her consent and that she had been experiencing this similar harassment at every apartment community that she had lived. The conspiratorial harassment involves Lakefront, PLK Communities individuals of the F.B.I., City of Cincinnati, State of Ohio and others who are retaliating against plaintiff for filing a legitimate federal discrimination lawsuit and complaint of attorney misconduct."

Paragraph 14 of Plaintiff's complaint states, "On August 23, 2020, someone entered plaintiffs' apartment and broke into her locked Vaultz file cabinet and stole legal paperwork and a USB drive with legal files..... Plaintiff reported this incident to the West Chester Police, (hereinafter 'WCPD') who never performed any testing, and never took any fingerprints and otherwise failed to investigate."

Paragraph 15 of Plaintiff's complaint states, "On September 18, 2020, plaintiff contacted WCPO and requested an investigation into the unlawful behavior of Lakefront, PLK, the government and others, by WCPO's I-Team."

Paragraph 16 of Plaintiff's complaint states, "On September 19, 2020, Jessica Banks, Lakefront Property Manager, called plaintiff and demanded that she vacate the premises immediately. As a result, of Jessica's telephone call plaintiff has lost her furniture."

Paragraph 17, of Plaintiff's complaint states, "On October 20, 2020, plaintiff amended her federal civil right lawsuit (Case: 1:20-cv-825) *Holmes v. U.S.A, et al*, to include Jessica Banks, Jacqueline Keller, Lakefront and PLK."

Paragraph 18 of Plaintiff complaint states, "On October 24, 2020, after including Lakefront in her lawsuit, plaintiff noticed that someone entered her apartment once again and pulled her camera off the wall, spit mucus in her bread and stole food items. Plaintiff reported this to the WCPD who failed to investigate."

Paragraph 19, of Plaintiff's complaint states, "On October 28, 2020, plaintiff reported to Lakefront that her lock to her apartment door had been changed without her consent. Taylor Jones, Assistant Manager, responded and stated that she would have maintenance "see what's going on." On October 29, 2020, Taylor Jones provided plaintiff with a new key to her apartment. Although plaintiff's key was working fine and then suddenly stopped working."

Paragraph 30, of Plaintiff's complaint states On March 22, 2021, plaintiff received a letter of non-renewal from Lakefront. Defendants attached the same exhibit RR and made direct reference to this letter in Paragraph 2 of their forcible entry and detainer action in which they plead "Defendant served Plaintiff with a written notice of termination of tenancy on March 22, 2021. (Exhibit ZZ-

1) The written letter of non-renewal or as Lakefront plead, "written notice of termination of tenancy," states the following: (Exhibit RR)

"PLK Communities has decided that we will not be renewing your lease as of May 20,2021. The basis for this decision is that owner wants possession of the premises. The purpose of this notice is to give you notice in excess of one month to make appropriate arrangements to move. Please be advised that if you have not yet vacated the said premises by the date indicated above, we will be forced to commence an eviction action against you. Additionally, rent for the month of May must be paid on time and in full in order to remain in the premises for the month of May."

Paragraph 31, of Plaintiff's complaint states, "This notice of non-renewal is in direct retaliation for plaintiff's filing of the *Bivens* action case no 1:20-CV00825 *Holmes v. U.S.A. et al.*, alleging conspiratorial discrimination against Lakefront, the FBI, State of Ohio, City of Cincinnati and others on October 20, 2020."

Nevertheless, the Butler County Area III Court rendered a forcible entry and detainer action against Rosalind Holmes on August 18, 2021, without considering plaintiff's Title VIII Housing Discrimination Complaint.

Prima Facie Case of Housing Discrimination

1. It is undisputed that Rosalind Holmes is an African American and qualified to rent property from Lakefront and that she complained of conspiratorial and discriminatory harassment in violation of the equal protection and due process clause of the Fifth and Fourteenth Amendment. In addition, Defendant filed a Federal Bivens and Title VIII housing discrimination lawsuit.
2. It is undisputed that Lakefront was aware of Rosalind Holmes' complaints of housing discrimination because Rosalind Holmes sent several email's and filed a federal lawsuit against Lakefront.
3. It is undisputed that Lakefront took an adverse action against Rosalind Holmes by refusing to renew her lease agreement despite her qualifications.

4. There is a causal connection between Rosalind Holmes' protected activities and Lakefront's adverse actions. Rosalind Holmes filed complaints from the period of May 27, 2020- present, including a federal discrimination lawsuit. The discriminatory harassment began upon Defendant signing the lease agreement.

Intentional Infliction of Emotional Distress

In addition, Rosalind Holmes will likely be successful on count IV Infliction of Emotional Distress. To prevail on a claim for intentional infliction of emotional distress, a plaintiff must prove:

(1) the defendant intended to cause emotional distress, or knew or should have known that his actions would result in serious emotional distress; (2) the defendant's conduct was so extreme and outrageous that it went beyond all possible bounds of decency and can be considered completely intolerable in a civilized community; (3) the defendant's actions proximately caused psychological injury to the plaintiff; and (4) the plaintiff suffered serious mental anguish of a nature no reasonable person could be expected to endure. *Eblin v. Corrections Med. Ctr.*, 158 Ohio App.3d 801, 2004-Ohio-5547, 822 N.E.2d 814, at ¶ 19.

Lakefront knew or should have known that their racially discriminatory and/or retaliatory acts and/or omissions against Rosalind Holmes would cause her serious mental anguish and emotional distress. Lakefront knew or should have known that their racially discriminatory and/or retaliatory acts or omissions against Holmes would create an environment inhospitable to her enjoyment of the conditions, privileges, and benefits of housing. The racially discriminatory and retaliatory acts and omissions engaged in by Lakefronts are utterly intolerable in a civilized community where diversity is valued and racial intolerance is outlawed. As a consequence of Lakefronts conduct, Rosalind Holmes suffered and continues to suffer emotional distress, mental anguish and anxiety

Breach of Contract Quiet Covenant of Enjoyment

Rosalind Holmes will likely succeed on Count V Breach of Contract quiet covenant of enjoyment. A cause of action for breach of contract requires the claimant to establish the existence of a contract, the failure without legal excuse of the other party to perform when performance is due, and damages or loss resulting from the breach." *Lucarell v. Nationwide Mut. Ins. Co.*, 97 N.E.3d 458, 469 (Ohio 2018).

Although the degree of the impairment is a question for the finder of fact, to constitute a breach of the covenant, "the interference with the tenant's quiet enjoyment must be so substantial as to be tantamount to an eviction, actual or constructive." *GMS Mgt. Co., Inc. v. Datillo*, 8th Dist. Cuyahoga No. 75838, 2000 WL 776982 (June 15, 2000) *Hamilton Brownfields Redevelopment L.L.C. v. Duro Tire & Wheel*, 156 Ohio App.3d 525, 2004-Ohio-1365, 806 N.E.2d 1039, ¶ 23 (12th Dist.). Constructive eviction occurs when

the landlord interferes with the tenant's possession and enjoyment of the premises, and the acts of interference by the landlord compel the tenant to leave. *Foote Theatre, Inc. v. Dixie Roller Rink, Inc.*, 14 Ohio App.3d 456, 457, 471 N.E.2d 866 (3d Dist.1984). Lakefront violated the covenant of quiet enjoyment by authorizing the change in Rosalind Holmes mailbox and apartment door locks, threatening eviction action without due process, allowing the unauthorized entry upon Rosalind Holmes' dwelling, circulating four odors to cause her to become sick, pursuing and obtaining an unlawful eviction, conspiring with others to conduct an illegal surveillance to harass, monitor, track and report Rosalind Holmes to law enforcement, etc.

Lakefront had knowledge and/or acted with malice and reckless disregard as to Rosalind Holmes' quiet enjoyment of her apartment and her constitutional and statutory rights.

Rosalind Holmes respectfully request that this Court review her complaint and the exhibits attached in determining the merits of her claims.

Plaintiff's Motion for Reconsideration in the Butler County Area III Court

Note: The Exhibits referred to above were included in plaintiff's supplemental pleading filed September 7, 2021, Doc 7, in the U.S. Court of Appeals for the Sixth Circuit case no 21-3791.

On August 30, 2021, Defendant Rosalind Holmes filed a Motion to Reconsider Setting Aside the forcible entry and detainer action obtained by default in the Butler County Area III Court. In the Motion Defendant argued under Rule 60(B), "Defendant respectfully submits to this Court that she was sick with upper respiratory symptoms. vomiting. etc. on August 18, 2021, and incapable of attending the hearing. Defendant respectfully submits to this Court an additional copy of a doctor's note specifically indicating that she suffered from upper respiratory infection. (Exhibit A) Furthermore, defendant also submits an email sent to Jessica Banks, Lakefront Property Manager complaining of odors of cat pee, dog poop, smoke, etc., which caused plaintiff to experience vomiting, coughing, sneezing and upper respiratory issues. (Exhibit B) Defendant also complained that the odors were harassment for filing a legitimate Federal Bivens and Housing Discrimination lawsuit. In addition, defendant also provided copies of her Sprint call log/phone records which indicate that she contacted the Butler County Area III Court at 513-867-5070 at 8:43 am and 10:33 am., on August 18, 2021. (Exhibit C) Defendant submits to this Court that she advised the Clerk's office that she was experiencing upper respiratory and could not attend the hearing. Immediately after speaking with the Clerk's Office, she contacted her primary care physician office at 513-564-4277. (Exhibit D) She was advised that her doctor was not in the office and was not treating patients with upper respiratory symptoms and advised her to go to Urgent Care.

Since defendant was weak, and tired from vomiting she went to Urgent Care, on August 19, 2021. As this Court understands, due to COVID-19 protocols, individuals suffering from an upper respiratory infection are not permitted to enter the Court. On September 5,

2021, plaintiff went to the Christ Hospital and was diagnosed with Chemical Pneumonitis, as a direct result of breathing the contaminated air in her apartment. (Exhibit E) This is another example of Lakefront's bad-faith, deceptive and extreme tactics to constructively evict plaintiff. The Sixth Circuit should immediately vacate the eviction because Lakefront's behavior is not only fraudulent but criminal because they want to cause plaintiff physical harm. Based on the facts, there is no just reason to delay issuing an immediate stay of the execution of the Butler County Area III August 19, 2021, judgment of a forcible entry and detainer action. (Case no: 2100651) For clarification, defendants prior notification that she would not be attending the August 18, 2021, hearing, was only if the Federal Court issued a Stay or Temporary Restraining Order as she requested."

Butler County Area III Court's Order on Plaintiff's Motion for Reconsideration

The Butler County Area III Court trial judge ruled, "This was a final, appealable order. Holmes has now asked the court to reconsider that final order. But the law is quite clear that a court has no authority to reconsider its decision once it has been incorporated into a final, appealable order. Any decision purporting to reconsider it is a nullity and is ineffective. *Pitts v. Ohio Department of Transportation*, 67 Ohio St.2d 378, 423 N.E.2d 1105 (1981) (syllabus); *State v. Taggart*, 12th Dist., 2021-Ohio-1350, ¶ 12. This court therefore has no authority to reconsider its August 26 Decision, and, for that reason, the Motion to Reconsider is hereby DENIED." (Exhibit X)

Reasons for Granting the Stay

"To obtain a stay pending the filing and disposition of a petition for a writ of certiorari, an applicant must show (1) a reasonable probability that four Justices will consider the issue sufficiently meritorious to grant certiorari; (2) a fair prospect that a majority of the Court will vote to reverse the judgment below; and (3) a likelihood that irreparable harm will result from the denial of a stay." *Hollingsworth v. Perry*, 558 U.S. 183, 190 (2010). These standards are readily satisfied in this case.

There Is a Reasonable Probability that this Court Will Grant Certiorari and Reverse the Judgment

In *Rooker v. Fidelity Trust Co.*, 263 U.S. 413 (1923) and *District of Columbia Court of Appeals v. Feldman*, 460 U.S. 462 (1983), this court barred a losing party in state court "from seeking what in substance would be appellate review of the state judgment in a United States district court, based on the losing party's claim that the state judgment itself violates the loser's federal rights." In fact, the U.S. District Court and the Court of Appeals from the Sixth Circuit found that they were precluded from granting a stay of execution of judgment from the Butler County Area III Court, West Chester Ohio Case No: CVG 2100651 and refused to grant the relief requested by this litigant. Although this litigant disagrees with the lower District Court and Sixth Circuit's order because (1.) The Butler County Area III Court lacked subject matter jurisdiction over Lakefront's eviction action. Plaintiff's May 7, 2021, Title VIII Housing Discrimination Complaint filed in the Butler County Common Pleas Court divested the Butler County Area III Court of subject matter

jurisdiction. In accordance with the jurisdictional priority rule the Butler County Area III Court was required to dismiss Lakefront's eviction. (2.) The Butler County Area III Court failed to follow O.R.C. 1907.03. Once plaintiff provided the Butler County Area III Court with her Title VIII Housing Discrimination complaint which exceeded fifteen thousand dollars pursuant to O.R.C. 1907.03(B), the Butler County Area III Court was required by Ohio Law to certify the action to the Butler County Court of Common Pleas. The Butler County Area III Court failed to follow Ohio Law and the jurisdictional-priority rule. Their intentional failure to comply with Ohio Law and Lakefront's failure to comply with the jurisdictional priority rule followed by the failure to consider plaintiff's Title VIII Housing Discrimination claims and wrongful judgment of a forcible entry and detainer action against plaintiff constitutes fraud and a grave injustice against plaintiff. (3.) The judgment of the Butler County Area III Court failed to consider and litigate plaintiff's Title VIII Housing Discrimination claims and violates her constitutional rights under the fourteenth amendment. Since the Butler County Area III Court failed to consider plaintiff's Title VIII Housing Discrimination claim, plaintiff's right to be free from discrimination was violated. The judgment of the Butler County Area III Court gives rise to a Section 1983 cause of action in violation of her fourteenth amendment (4.) Like the District Court, the Sixth Circuit Panel made no attempt to evaluate whether a cognizable FHA claim had been pleaded in Rosalind Holmes's complaint. For example, Judge Timothy Black and the Sixth Circuit panel failed to identify the reasons under 42 U.S.C. §§3601 et. seq., 3617 and O.R.C. § 4112, by specific reference to the paragraph(s) why plaintiff's complaint failed to state a claim under Title VIII Housing Discrimination law. (5.) The judgment of a forcible entry and detainer action was obtained by deception and fraud. A claim that the state court judgment was procured by the alleged wrongdoing of the defendant is an independent claim over which the district court may assert jurisdiction, even if those independent claims deny a legal conclusion of the state court. *McCormick*, 451 F.3d at 392-93 (*Rooker-Feldman* doctrine does not deprive district court of jurisdiction over federal plaintiff's claims against receiver and homeowners' insurer alleging fraud in obtaining order of receivership from state court). In *Todd v. Weltman, Weinberg Reis Co.*, the Sixth Circuit found that the *Rooker-Feldman* doctrine did not deprive the district court of subject matter jurisdiction over plaintiff's federal claim that defendant filed a false affidavit in a state court garnishment proceeding. *Todd*, 434 F.3d at 437. In *Brown v. First Nationwide Mortgage Corporation*, the Sixth Circuit held that a federal plaintiff's allegations of fraud in connection with a state court proceeding does not constitute a complaint regarding the foreclosure decree itself, but concerns defendant's actions that preceded the decree, and therefore plaintiffs claim that the foreclosure decree was procured by fraud is not barred by *Rooker-Feldman*. *Brown*, 206 Fed.Appx. at 440. In plaintiff's objections plaintiff alleged wrongdoing by Lakefront and the Butler County Area III Court. Specifically, the eviction was obtained by deception and fraud because the Butler County Area III Court lacked subject matter jurisdiction. Plaintiff has explained relevant facts related to Lakefront and the Butler County Area III Court's fraud. (6.) Plaintiff's FHA claims are not inextricably intertwined with the Butler County Area III Court's bad-faith judgment of a forcible

entry and detainer action. Since the Butler County Area III Court failed to consider her Title VIII Housing Discrimination claims. Therefore, this Court would not need to find that the state court was wrong should Plaintiff prevail on the merits of her FHA claims See *Parkview*, 225 F.3d at 327. **Consequently, the *Rooker-Feldman*, doctrine does not bar plaintiff's FHA claims nor her motion for a Stay and Temporary Restraining Order.**

Enforcement of the Butler County Area III Court Judgment Has and Will Continue to Inflict Irreparable Injury Upon Rosalind Holmes

The Butler County Area III Court's August 19, 2021, judgment of a forcible entry and detainer action left plaintiff homeless and has lost most of her personal belongings. Plaintiff has applied for and has been denied apartments because of the eviction. Plaintiff will continue to suffer irreparable harm of being homeless and incapable enjoying the benefits of having her own home because she is incapable of securing a place to live as a result of the wrongful eviction. Lakefront has intentionally conspired with the FBI, City of Cincinnati and State of Ohio to keep this Plaintiff unemployed and penniless. Plaintiff has filed a federal lawsuit against the FBI, Lakefront and others in the U.S. District Court *Holmes v USA et.al.*, 1:20-CV-00825, now pending appeal. Plaintiff has consistently sought gainful employment and has been consistently denied employment. Plaintiff has included copies of several job opportunities that she has been denied without any explanation. (U.S. District Court Motion for a Stay, RE 9, Page ID# 1423-1489, Exhibit 2) The August 19, 2021, fraudulent eviction is confirmation of real, actual and imminent injury to Plaintiff. Lakefront's relentless efforts of obtaining a fraudulent eviction to damage Plaintiff and make her suffer for their own superiority and control is evidence that Plaintiff has and will continue to suffer irreparable harm without an immediate stay, temporary restraining order or injunctive and declaratory relief. Due to defendants, continual conspiratorial campaign against Plaintiff, she is presently suffering from irreparable injuries to her reputation and ability to obtain housing and employment. Plaintiff will suffer irreparable harm absent a stay of the execution of the eviction judgment.

Furthermore, Lakefront, F.B.I, City of Cincinnati have been notified by Plaintiff several times of their unlawful behavior and they have been given sufficient time to respond, correct, or dispute Plaintiff's claims against them. With respect to plaintiffs PLK and Lakefront, Plaintiff has filed a lawsuit and written letters to the appropriate personnel who can stop the unlawful and unconstitutional behavior. Plaintiff has filed complaints with administrative agencies such as the U.S. Equal Employment Opportunity Commission, U.S. Department of Health and Human Services, Ohio Civil Rights Commission, Ohio Disciplinary Counsel, Ohio Office of Inspector General, etc. Plaintiff has filed complaints against multinational corporations. Plaintiff has filed several police reports in both Ohio and Tennessee. (U.S. District Court Motion for a Stay, RE 9, Page ID# 1493 - 1532) Finally, in an unprecedented move Plaintiff who has

no legal education, no close friends associated with the legal profession, and no litigation experience whatsoever has filed a federal complaint against the U.S. Government and at least 40 defendants, including Lakefront and PLK Communities.

(3) The temporary restraining presents no substantial harm to the plaintiffs

Since the trial court intentionally failed to set aside its' eviction judgment, Plaintiff was wrongfully evicted and not permitted to raise her federal concerns in Court. Lakefront nor any other third parties would not suffer any harm.

Plaintiff's request for a stay and temporary restraining order to include the below prohibitions:

- Issue an Order to the Butler County Area III Court on case no CVG 2100651 to vacate Lakefront's unlawfully obtained eviction immediately pending the final determination including any future appeals by Plaintiff related to the Housing Discrimination lawsuit.
- Issue an Immediate Order to the Butler County Area III Court preventing them from docketing and releasing any adverse information about Lakefront's wrongful eviction proceeding including but not limited to an order that the case be sealed from public view pending the final disposition of this Housing Discrimination case.
- Issue an Immediate Order to the Butler County Area III Court prohibiting them from rendering any judgment including monetary judgment against Plaintiff pending the final determination including any future appeals by Plaintiff's related to this Housing Discrimination lawsuit.
- Prohibition preventing Lakefront and the Butler County Area III Court from releasing any adverse information pertaining to Plaintiff's rental history to anyone including but not limited to providing adverse housing reference information about Plaintiff. This includes stating to any other potential apartment community that Plaintiff was evicted, behind on rent or any adverse information about Plaintiff's rental history.
- Prohibition preventing Lakefront from obtaining judgment in any Court in the United States of America including but not limited to calling, mailing letters, correspondence, etc. to plaintiff to collect and hiring a lawyer or collection agency, third parties to collect on any claimed monetary damages as a result of the wrongful eviction
- Prohibition against Lakefront's unlawful and continued harassment including but not limited to interfering with Plaintiff's constitutional rights, to be free from harassment in employment, engaging in conspiratorial false allegations about Plaintiff. This includes but is not limited to providing adverse information with respect to Plaintiff efforts to become employed.
- An injunction requiring Lakefront to cease all conspiratorial and unlawful actions against Plaintiff. This request includes but is not limited to the ongoing conspiratorial warrantless search, seizure and surveillance, retaliation, discrimination, harassment, and false allegations against Plaintiff;

- An injunction requiring Lakefront to release the names of all individuals who have been given access to her apartment during their warrantless search and seizure and surveillance including but not limited to any camera surveillances;
- A declaration by Lakefront declaring that Lakefront violated Title VIII Housing Discrimination Laws by fraudulently obtaining a forcible entry and detainer action against Plaintiff.

Lakefront nor any third parties would not suffer any substantial harm by issuing the stay and restraining including the prohibitions.

(4) The public interest would be served by granting the injunction

By granting Plaintiff's request for a stay, temporary restraining order and/or injunctive relief, the public's interest will be served by exposing, deterring housing discrimination and violations of federal and state law. The public interest lies in a correct application of the federal constitutional and statutory provisions upon which plaintiff has brought this claim and ultimately . . . upon the will of the people" *Coalition to Defend Affirmative Action*, 473 F.3d at 252 (internal quotation and citation omitted). This case can be applied not only to the people of Michigan but to the people of Ohio and the United States of America.

The four considerations applicable to a stay, temporary restraining order and/or preliminary injunction decisions are factors to be balanced, not prerequisites that must be met. See *Washington*, 35 F.3d at 1099. No single factor will be determinative as to the appropriateness of equitable relief, see *In re DeLorean Motor Co.*, 755 F.2d at 1229, and "the trial court's weighing and balancing of the equities is overruled `only in the rarest of cases.'" *In re Eagle-Picher*, 963 F.2d at 858 (quoting *N.A.A.C.P. v. City of Mansfield, Ohio*, 866 F.2d 162, 166 (6th Cir. 1989)).

Conclusion

Based on the foregoing, Plaintiff respectfully request this Court issue an immediate stay of the execution of the judgment of forcible entry and detainer action obtained in the Butler County Area III Court Case No CVG 2100651 on August 19, 2021. (Exhibit X) In addition, plaintiff request this Court to issue an immediate temporary restraining order including the requested prohibitions.

Respectfully submitted,

Rosalind R. Holmes
5285 Natorp Blvd Apt. 100
Mason, Ohio 45040
(513) 306-8837 (phone)
October 11, 2021

Certificate of Service:

The undersigned does hereby certify that a copy of the foregoing Complaint was served on Defendant Lakefront at West Chester listed below, by electronic mail, on the 11th day of October 2021 to:

Amy Higgins
Greenburger & Brewer LLP.
Attorney for Defendant
7750 Montgomery Rd. Suite 205
Cincinnati, Ohio
Ph: (513)-698-9350
Fax: (513)-345-2580
amy@grbrlaw.com

EXHIBIT X

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

The Landings at Beckett Ridge

v.

Rosalind Holmes

Case No: CA 2021-09-118

Ohio's Twelfth District Court of Appeals

MOTION FOR PAUPER STATUS

I move to waive the payment of the appellate filing fee under Fed. R. App. P. 24 because I am a pauper. This motion is supported by the attached financial affidavit.

The issues which I wish to raise on appeal are:

I am filing an emergency motion for a stay in the U.S. Supreme Court on a case pending in the Ohio's Twelfth District Court of Appeals. The order from Ohio's Twelfth District Court of Appeals is attached

Signed: Rosalind Holmes

Date: 10/13/2021

Address: 5285 Natorp Blvd Apt. 100
Mason, Ohio 45040

AFFIDAVIT ACCOMPANYING MOTION FOR PERMISSION TO APPEAL IN FORMA PAUPERIS

United States Court of Appeals
for the Sixth Circuit

The Landings at Bessett Ridge, LLC

v.

Rosalind Holmes

Case No:

CA 2021-09-118

Affidavit in Support of Motion

I swear or affirm under penalty of perjury that, because of my poverty, I cannot prepay the docket fees of my appeal or post a bond for them. I believe I am entitled to redress. I swear or affirm under penalty of perjury under United States laws that my answers on this form are true and correct. (28 U.S.C. §§ 1746; 18 U.S.C. §§ 1621.)

Instructions

Complete all questions in this application and then sign it. Do not leave any blanks: if the answer to a question is "0," "none," or "not applicable (N/A)," write that response. If you need more space to answer a question or to explain your answer, attach a separate sheet of paper identified with your name, your case's docket number, and the question number.

Signed: *Rosalind Holmes*

Date: *10/13/2021*

My issues on appeal are:

I am filing an emergency motion for a stay from Ohio's Twelfth District Court of Appeals CA 2021-09-118.

1. For both you and your spouse estimate the average amount of money received from each of the following sources during the past 12 months. Adjust any amount that was received weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate. Use gross amounts, that is, amounts before any deductions for taxes or otherwise.

Income source	Average monthly amount during the past 12 months		Amount expected next month	
	You	Spouse	You	Spouse
Employment	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Self-employment	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Income from real property (such as rental income)	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Interest and dividends	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Gifts	<u>\$ 200.00</u>	<u>\$ 0.00</u>	<u>\$ 200.00</u>	<u>\$ 0.00</u>
Alimony	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Child support	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Retirement (such as social security, pensions, annuities, insurance)	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Disability (such as social security, insurance payments)	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Unemployment payments	<u>\$ 1,688.</u>	<u>\$ 0.00</u>	<u>\$ 1,688.</u>	<u>\$ 0.00</u>
Public-assistance (such as welfare)	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Other (specify): <input type="text"/>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Total monthly income:	<u>\$ 1,888.</u>	<u>\$ 0.00</u>	<u>\$ 1,888.</u>	<u>\$ 0.00</u>

2. List your employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of Employment	Gross monthly pay
Talentburst	679 Worchester Rd. Natick, MA 01760	03/11/19-03/11/19	\$ 144.00
Robert Half	201 E. 5th St. Suite 700 Cinti, Oh 45202	04/29/19-10/30/19	\$ 3,726.80
SBL Enterprises LLC	1165 Dublin Rd. Columbus, OH 43215	10/15/19-10/30/19	\$ 2,052.68

3. List your spouse's employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of Employment	Gross Monthly Pay
Georgia Pacific	133 Peachtree ST. NE Atlanta, GA 30303	10/29/19-11/15/19	\$ 3,559.29

4. How much cash do you and your spouse have? \$ 500.00

Below, state any money you or your spouse have in bank accounts or in any other financial institution.

Financial Institution	Type of Account	Amount You Have	Amount Your Spouse Has
Fifth Third Bank	Checking	\$ 500.00	\$ 0.00
Navy Federal	Checking	\$ 100.00	\$ 0.00

If you are a prisoner seeking to appeal a judgment in a civil action or proceeding, you must attach a statement certified by the appropriate institutional officer showing all receipts, expenditures, and balances during the last six months in your institutional accounts. If you have multiple accounts, perhaps because you have been in multiple institutions, attach one certified statement of each account.

5. List the assets, and their values, which you own or your spouse owns. Do not list clothing and ordinary household furnishings.

Home (Value)	Other real estate (Value)	Motor Vehicle #1 (Value)
		Make & year: 2010 Toyota
		Model: Venza
		Registration #: 4T3ZA3BBAU0272
Motor Vehicle #2 (Value)	Other assets (Value)	Other assets (Value)
Make & year:		
Model:		
Registration #:		

6. State every person, business, or organization owing you or your spouse money, and the amount owed.

Person owing you or your spouse money	Amount owed to you	Amount owed to your spouse

7. State the persons who rely on you or your spouse for support.

Name	Relationship	Age
<u>Glenda Bradberry</u>	<u>Mother</u>	<u>67</u>

8. Estimate the average monthly expenses of you and your family. Show separately the amounts paid by your spouse. Adjust any payments that are made weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate.

	You	Your Spouse
Rent or home-mortgage payment (including lot rented for mobile home)	\$ 1,200.00	
Are real estate taxes included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Is property insurance included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Utilities (electricity, heating fuel, water, sewer, and telephone)	\$ 150.00	
Home maintenance (repairs and upkeep)	\$ 0.00	
Food	\$ 250.00	
Clothing	\$ 100.00	
Laundry and dry-cleaning	\$ 150.00	
Medical and dental expenses	\$ 100.00	
Transportation (not including motor vehicle expenses)	\$ 100.00	
Recreation, entertainment, newspapers, magazines, etc.	\$ 50.00	
Insurance (not deducted from wages or included in mortgage payments) Homeowner's or renter's	\$ 20.00	
Life	\$ 0.00	
Health	\$ 0.00	
Motor vehicle	\$ 0.00	
Other:	\$ 0.00	
Taxes (not deducted from wages or included in mortgage payments) specify: <input type="text"/>	\$ 0.00	
Installment payments	\$ 0.00	
Motor Vehicle	\$ 0.00	
Credit card (name): <input type="text" value="Capital One, Navy Federal"/>	\$ 250.00	
Department store (name): <input type="text"/>	\$ 0.00	
Other:	\$ 0.00	
Alimony, maintenance, and support paid to others	\$ 0.00	
Regular expenses for operation of business, profession, or farm (attach detail)	\$ 0.00	
Other (specify): <input type="text"/>	\$ 0.00	
Total monthly expenses:	\$ 2,370.00	\$ 0.00

9. Do you expect any major changes to your monthly income or expenses or in your assets or liabilities during the next 12 months?

☒

Yes

☐

No

If yes, describe on an attached sheet.

10. Have you spent or will you be spending any money for expenses or attorney fees in connection with this lawsuit?

☐

Yes

☒

No

If yes, how much? \$

11. Provide any other information that will help explain why you cannot pay the docket fees for your appeal.

12. State the address of your legal residence.

4557 Wyndtree Drive Apt 145
West Chester, Ohio 45069

Your daytime phone number: (513) 306-8837

Your age: 42

Your years of schooling: 7

FILED

2021 OCT -5 PM 1:42

MARY L. SWAIN
BUTLER COUNTY
CLERK OF COURTS

IN THE COURT OF APPEALS OF BUTLER COUNTY, OHIO

THE LANDINGS AT BECKETT
RIDGE, LLC,

Appellee,

vs.

ROSALIND HOLMES,

Appellant.

CASE NO. CA2021-09-118
ACCELERATED CALENDAR

ENTRY DENYING EMERGENCY
MOTION FOR STAY AND/OR
TEMPORARY RESTRAINING
ORDER PENDING APPEAL

FILED BUTLER CO.
COURT OF APPEALS :

OCT 05 2021 :

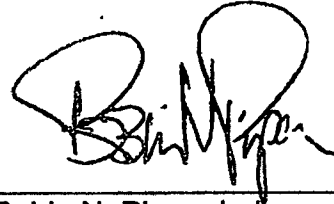
MARY L. SWAIN
CLERK OF COURTS

The above cause is before the court pursuant to an emergency motion for a stay and/or temporary restraining order pending appeal filed by appellant, Rosalind Holmes, on September 29, 2021, and a memorandum in opposition filed by counsel for appellee, The Landings at Beckett Ridge, LLC, on October 1, 2021.

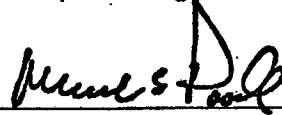
The present appeal is taken from a decision by the Butler County Area III Court overruling a Civ.R. 60(B) motion to vacate judgment. The judgment underlying the Civ.R. 60(B) motion resulted in appellant's eviction. The emergency motion for stay and/or temporary restraining order contends that the eviction was unlawfully and fraudulently obtained and requests immediate relief on that basis. However, a judgment of eviction has been rendered and appellant has not provided any support for the conclusion that her request for Civ.R. 60(B) relief was improperly denied.

Based upon the foregoing, the emergency motion for stay and/or temporary restraining order pending appeal is DENIED.

IT IS SO ORDERED.

A handwritten signature in black ink, appearing to read "Robin N. Piper", written over a horizontal line.

Robin N. Piper, Judge

A handwritten signature in black ink, appearing to read "Mike Powell", written over a horizontal line.

Mike Powell, Judge

BUTLER COUNTY AREA III COURT
West Chester, Ohio 45069
(513) 867-5070

Butler County
Area III Court

SEP 27 2021

THE LANDINGS AT BECKETT RIDGE:

Case No. CVG1901594

FILED

Plaintiff,

:

vs.

:

ROSALIND HOLMES.

:

Defendant.

:

DECISION AND ENTRY
OVERRULING MOTION FOR
RECONSIDERATION
(FINAL APPEALABLE ORDER)

On September 21, 2021, this court overruled Rosalind Holmes's Civ.R. 60(B) Motion to Vacate Judgment. This was designated a final, appealable order. On September 23, 2021, Ms. Holmes filed an Emergency Motion for Reconsideration and a request for stay pending appeal.

As has been explained before to Ms. Holmes by this court, the civil rules do not contemplate a Motion for Reconsideration of a final judgment. Any such motion and judgment stemming from a reconsideration is a nullity and has no legal effect. *Pitts v. Ohio Dept. of Transportation*, 67 Ohio St.2d 378, 382, 423 N.E.2d 1105 (1981)(second syllabus); *State v. Taggart*, 12th Dist., 2021-Ohio-1350, ¶12.

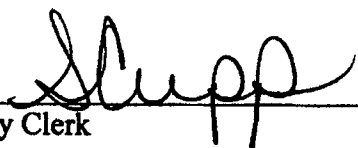
The court therefore OVERRULES Ms. Holmes's Emergency Motion for Reconsideration. The court further declines to stay its order pending appeal.



Judge Courtney Caparella-Kraemer

cc: Dave Donnett, Esq.
Rosalind Holmes

X A copy of the Decision and Entry in the above-captioned matter was mailed to Plaintiff and Defendant this 27 day of September, 2021.


Deputy Clerk

IN THE UNITED STATES SUPREME COURT

LANDINGS AT BECKETT RIDGE, LLC.

Plaintiff

vs

ROSALIND HOLMES

Defendant

) U.S. SUPREME COURT CASE NO:

)

)

)

) OHIO'S TWELFTH DISTRICT

) COURT OF APPEAL CASE NO: CA 2021-09-118

)

) BUTLER COUNTY AREA III COURT CASE NO: CVG 1901594

)

)

)

EMERGENCY MOTION FOR A STAY AND/OR TEMPORARY RESTRAINING ORDER PENDING APPEAL IN OHIO'S TWELFTH DISTRICT COURT OF APPEAL

EXTRAORDINARY CIRCUMSTANCES

Defendant, Rosalind Holmes, as a pro-se litigant respectfully request the U.S. Supreme Court to take into consideration that she is currently homeless traveling back and forth from Ohio to Tennessee because she is incapable of obtaining an apartment as a direct result of the eviction rendered by the Butler County Area III Court. Defendant has tried to obtain an apartment but has been unsuccessful because of the eviction. Without a stay and or temporary restraining order of the Butler County Area III Court's judgment of a forcible entry and detainer action rendered on March 4, 2020, case number CVG 1901594, defendant will experience long-term homelessness.

SUMMARY

Now comes Defendant Rosalind Holmes respectfully requesting the Court for an Emergency Stay of the execution of the forcible entry and detainer action obtained in the Butler County Area III Court case no. CVG 2100651 pending appeal in the United States Court of Appeals for the Sixth Circuit and pending any future writ of certiorari AND final disposition of the U.S. Supreme Court. (Exhibit X) In addition, plaintiff request this Court to issue an immediate temporary restraining order subject to the requested prohibitions. Pursuant to Rule 23(2), a party to a judgment sought to be reviewed may present to a Justice an application to stay the enforcement of that judgment. See 28 U. S. C. § 2101(f)

Now comes, Defendant, Rosalind Holmes, respectfully requesting that this Court issue an emergency stay pending this appeal and/or temporary restraining order to include the following prohibitions and declarations:

- Issue an Order to the Butler County Area III Court on case no CVG 1901594 to vacate Landing's unlawfully and fraudulently obtained eviction immediately pending the final determination including any future appeals in State or Federal Court by Defendant.

- Issue an Immediate Order to the Butler County Area III Court preventing them from docketing and releasing any adverse information about Landing's wrongful eviction proceeding including but not limited to an order that the case be sealed from public view pending the final disposition of the case. Including but limited to any future appeal in State or Federal Court by defendant.
- Issue an Immediate Order to the Butler County Area III Court prohibiting them from rendering any judgment including monetary judgment against Defendant pending the final determination including any future appeals by Defendant in State or Federal Court.
- Prohibition preventing the Landings and the Butler County Area III Court from releasing any adverse information pertaining to Defendant's rental history to anyone including but not limited to providing adverse housing reference information about Defendant. This includes stating to any other potential apartment community that Defendant was evicted, behind on rent or any adverse information about Defendant's rental history.
- Prohibition preventing the Landings from obtaining judgment in any Court in the United States of America including but not limited to calling, mailing letters, correspondence, etc. to Rosalind Holmes to collect and hiring a lawyer, collection agency, third parties to collect on any claimed monetary damages as a result of the wrongful eviction.
- Prohibition against the Landings unlawful and continued harassment including but not limited to interfering with Defendant's constitutional rights, to be free from harassment in employment, engaging in conspiratorial false allegations about Defendant's mental health. This includes but is not limited to providing adverse information with respect to Defendant efforts to become employed.
- An injunction requiring the Landing's to cease all conspiratorial and unlawful actions against Defendant. This request includes but is not limited to the conspiratorial warrantless search, seizure and surveillance, retaliation, discrimination, harassment, and false allegations against Defendant;
- An injunction requiring the Landing's to release the names of all individuals who have been given access to her apartment during their warrantless search and seizure and surveillance including but not limited to any camera surveillances;

The Landing's nor any third parties would not suffer any substantial harm by issuing the stay and/or temporary restraining order. The reasons supporting Rosalind Holmes' requests are set forth in the following Memorandum in Support.

Memorandum in Support of the Emergency Motion for a Stay and Temporary Restraining

Introduction

On September 23, 2021, and October 1, 2021, defendant filed this Emergency Motion for a Stay in the Butler County Area III Court, AND Ohio's Twelfth Appellate Court of Appeals both which were denied. The Butler County Area III Court denied the motion for a stay without any specific reason. However, Ohio's Twelfth Appellate Court of Appeals reason for denying the motion were because Rosalind Holmes did not

provide any support that her Rule 60(B) motion was improperly denied. Rosalind Holmes disagrees with the Twelfth District Court of Appeals Decision. On July 9, and September 20, 2021, Defendant filed a Rule 60(B) (3), (4) & (5) Motion for Relief from Judgment in the Butler County Area III Court. Specifically, defendant asserted the following 1.) The Landings fraudulently concealed their knowledge of defendant's prior complaints of housing discrimination. 2.) The Landings lied about their knowledge of defendants' prior complaints of housing discrimination. 3.) Defendant could not have prevented and had no opportunity to foresee or control her health problems.

Note: The exhibits referred to below were included in plaintiff's Motion for Relief from Judgment filed on July 9, 2021, in the Butler County Area III Court. I have also attached them to this file.

Procedural Background

1. On July 2, 2019, Defendant, Rosalind Holmes, an African American, rented a two-bedroom, two-bathroom apartment from Landings at Beckett Ridge LLC. ("Landings") Landings is a multi-family apartment owned and managed by Hills Properties, ("Hills") located in Blue Ash, Ohio. (Exhibit P)
2. On or around, July 8, 2019, Defendant discovered the illegal surveillance after a neighbor advised her that the office staff were watching her on the inside of her apartment. The neighbor advised defendant that the Regional Manager of another property owned by Hills, who lived on the same floor as defendant and staff members were reporting information about her into law enforcement.
3. On July 10, 2019, and September 25, 2019, defendant reported the discriminatory illegal surveillance being conducted by the FBI, City of Cincinnati, State of Ohio and others including Landings. Specifically, Defendant reported the discriminatory illegal surveillance to both Regina Bray, Hills Regional Manager and Jenn Taylor, Landings Property Manager. (Exhibit Q) Defendant's cell phone records from Sprint are attached in Exhibit Q and a breakdown of the person to whom plaintiff made complaints of discrimination, dates and times of each call is shown below:

The Landings at Beckett Ridge and Hills Properties Call Log						
Date	Phone number	Outgoing/ Incoming	Time	Person to whom plaintiff spoke	Description of Call	Notes:
7/10/2019	513-984-0300	Outgoing	9:17 AM	Regina Bray, Regional Manager	Made a Report to Regina regarding discriminatory Illegal surveillance	See Exhibit Q
7/10/2019	513-984-0300	Outgoing	12:07 PM	Regina Bray, Regional Manager	Made a Report to Regina regarding discriminatory Illegal surveillance	See Exhibit Q
7/10/2019	513-860-1771	Outgoing	2:12 PM	Jenn Taylor, Property Manager	Made a Report to Jenn Taylor regarding discriminatory Illegal surveillance	See Exhibit Q
9/25/2019	513-984-0300	Outgoing	8:58 AM	Regina Bray, Regional Manager	Made a Report to Regina regarding discriminatory Illegal surveillance	See Exhibit Q
9/25/2019	513-984-0300	Outgoing	1:09 PM	Regina Bray, Regional Manager	Made a Report to Regina regarding discriminatory Illegal surveillance	See Exhibit Q
9/25/2019	513-860-1771	Incoming	1:25 PM	Jenn Taylor, Property Manager	Made a Report to Jenn Taylor regarding discriminatory Illegal surveillance	See Exhibit Q

4. Despite making a complaint of discriminatory harassment and illegal surveillance, no investigation was ever conducted by Landings and/or Hills Properties.
5. On November 15, 2019, defendant was wrongfully fired from Georgia Pacific after just three weeks of working. This wrongful termination made it extremely difficult for defendant to pay her rent and bills and she fell behind in rent with Landings.
6. On November 26, 2019, Defendant wrote a letter to the U.S. Department of the Inspector General for the FBI and Department of Commerce, and requested an investigation into the discriminatory harassment, wrongful termination, and illegal surveillance. (Exhibit T)
7. On December 15, 2019, Landings filed a forcible entry and detainer action against defendant. (Exhibit S) On December 26, 2019, defendant received an email from Jenn Taylor, Landings Property Manager, which stated the following: (Exhibit U)

"I am needing to follow up with you about the December rent. It is getting very late in the month, and I want to make sure you are aware of the late rent process in its entirety. At this time, the December balance and January rent will need to be paid in full to cancel the eviction process. The total balance and January rent will need to be paid in full to cancel the eviction process. The total balance is \$3,156.82 (\$1,721.82 December Balance + \$1,435 January Rent & Washer/Dryer) and will need to be paid in cashiers check or money order only. Do you have a date you plan on being able to pay the balance in full? Also if rent is not paid before January 6th, then the January late fee of \$150 will be added to the balance. **Please keep in mind that eviction court is scheduled for January 8th. If the above balance is not paid before eviction court we will be unable to accept rent after that morning and will have to continue with the eviction process. Let us know if there are any questions you have and an intended date to pay rent.**" (Exhibit U)

On or around, December 26, 2019, defendant was suffering from extreme pain in her chest and she was transported by ambulance to the Christ Hospital Emergency Room and diagnosed with acute pancreatitis. During the next few days defendant was scheduled for testing and follow up visits with Dr. Jeremy Bruce, Primary Care Physician to determine the cause of the pancreatitis. Dr. Jeremy Bruce discovered that defendant's pancreatic attack was caused by gallstones which were located in her gallbladder, and immediately referred her to a surgeon. Due to defendant's health problems, she requested and was granted a 7-day continuance above Landings' objections. (Exhibit V) The eviction hearing was rescheduled to January 15, 2020. Defendant could not have prevented and had no opportunity to foresee or control her health problems.

8. On January 14, 2020, defendant attempted to pay her rent by providing Landings with a cashier check in the amount of \$3,500.00 and they refused to accept defendant's check. (Exhibit W)
9. At the January 15, 2020, eviction hearing, Jenn Taylor testified, "'we had sent an email on the 23rd of the month explaining how much was due before January 8th, the original court date and asked that it be paid before then.'" (Transcript, 01/15/2020, Pg. 4 Ln. 13-21,

Exhibit X) Defendant never received a copy of the 23rd of the month email and Jenn Taylor did not provide a copy to the trial judge. The trial judge just accepted Jenn Taylor's testimony as truthful without requesting a copy of the 23rd of the month email and never asked defendant if she had received a copy of the email.

10. On January 15, 2020, Magistrate Fred Miller, Area III Court, West Chester, Ohio issued a forcible entry and detainer action against defendant. As a result, defendant was ordered to vacate by noon on January 24, 2020. (Exhibit Z)
11. On January 22, 2020, defendant filed a letter of objection under ORC 5321.02 for Landlord Retaliation. (Exhibit AA) At the time, defendant was unaware that ORC 5321.02 did not cover discriminatory harassment under ORC 4112. In her objection defendant explained to the court that she had reported an illegal surveillance being conducted in her apartment by the FBI and others including Landings. On January 28, 2020, defendant received a final account statement from Landings. The Landings billed defendant an amount of \$7,907.90 for the full lease term which is inappropriate. (Exhibit BB) Defendant did not owe Landings any money and they never sought a judgment. Even if defendant did owe Landings, they were required to mitigate their damages by attempting to rent the apartment to a new tenant.
12. An objection hearing was conducted on February 14, 2020, Landings Counsel argued that defendant's objections were moot. Relevant excerpts from the February 14, 2020, hearing are as follows:

Mr. Donnett: In response you Honor, two things. One is I think the objections are moot. We have executed on the writ, so Ms. Homes is no longer on the property. **I would also mention the first time [defendants complaints of housing discrimination] we heard about this was when we got the notice.** We were not served with a copy of the objections, but in spite of that, Ms. Holmes relies on 5321.02. And I think if I read her attachments correctly, what she's arguing is that once she has made a complaint to some governmental agency, and she's attached this letter dated November 21st to the U.S. Department of Commerce, she is relying on the issue that we cannot file an eviction. 5321.03 says in spite of 5321.02 there are exceptions when we can.... most importantly in this case is non-payment of rent. Ms Holmes was given time.... She appeared at the hearing. Evidence was put on as to the nonpayment of rent. The magistrate ruled in our favor. (Transcript, 02/14/2020, Pg. 3 Ln. 24-25, Pg. 4, Ln. 1-25, Exhibit Y)

Mr. Donnett: And we will point this out in writing, it appears that the complaint she has against – I mean against Landings is **something about surveillance cameras being placed in her apartment and that just never occurred.** (Transcript, 02/14/2020, Pg. 3 Ln. 24-25, Pg. 4, Ln. 1-25, Exhibit Y)

13. At the February 14, 2020, hearing, The Landings denied knowing anything about defendant's reports of harassment and illegal surveillance made to U.S. Department of Inspector General for the Department of Commerce and FBI. Counsel for Landings stated, "I

would also mention the first time we heard about this {Rosalind's discriminatory surveillance complaints} was when we got the notice."

14. At the February 14, 2020, objection hearing, defendant requested to provide the trial court with additional information to establish her discrimination claims against the Landings. Discrimination is an affirmative defense to an eviction action and therefore this case is not moot. Despite this fact, the trial court refused to consider defendant's additional information. Relevant excerpts from the February 14, 2020, hearing are as follows:

Ms. Holmes: I have something else to say. I have additional information that I would like to submit.... I have been harassed by the United States government for at least seven years. I have written the congressman. I have written the senator. I have contacted the U.S. Department of Justice. It all transpired after I filed a legitimate lawsuit for **race discrimination against the City of Cincinnati**. I have been tracked and monitored by the FBI, the City of Cincinnati and State of Ohio for at least seven years, not only in Ohio. I have traveled to other states where I have been tracked and monitored. And in another state, I did find a spy camera, okay, so this is something that really is going on, and I am prepared to present all my documentation. Some of the documentation may be irrelevant to Landings, but it will provide an overall explanation of why I did file a complaint against Landings with the Department of Commerce, and why I did contact Landings regarding the surveillance that was in my apartment." (Transcript, 02/14/2020, Pg. 6 Ln. 17-25, Pg. 7, Ln. 1-21, Exhibit Y)

The Court: Ma'am, with respect to the evidence that was presented, the trial has taken place, I'm not relitigating the case. I will read the transcript of the proceedings that was already conducted along with the objection filings and make a decision. (Transcript, 02/14/2020, Pg. 7, Ln. 22-25, Pg. 8 Ln. 1-3, Exhibit Y)

Ms. Holmes: Okay. So, I can't offer any additional information? (Transcript, 02/14/2020, Pg. 8, Ln. 5-6, Exhibit Y)

The Court: The evidence—I'm confined to the evidence that was presented at the trial. (Transcript, 02/14/2020 Pg. 8 Ln. 7-9, Exhibit Y)

15. The illegal surveillance and harassment that defendant reported to Landings, Hills Properties and the U.S. Department of the Inspector General was based upon discrimination. Defendant testified that she had been tracked and monitored by the FBI, City of Cincinnati and the State of Ohio as a result of filing a federal discrimination lawsuit against the City of Cincinnati. Housing Discrimination is an affirmative defense to an eviction under Title VIII and ORC 4112. Therefore, the Judge had the ability to permit defendant an opportunity to file additional information related to her discrimination claims.
16. Had the trial judge considered defendant's additional information the court would have discovered evidence to substantiate defendant's complaints of discrimination, retaliation and illegal surveillance against Landings at Beckett Ridge and Hills Properties.

17. On March 04, 2020, Honorable Dan Haughey, overruled defendant objections and affirmed the forcible entry and detainer action and writ of restitution against defendant. (Exhibit CC)
18. The trial Court's failure to consider defendant's additional evidence prevented defendant from asserting discrimination as a defense to the eviction action.
19. On April 6, 2020, defendant filed an appeal in Ohio's Twelfth District Court of Appeal, case number CA-2020-04-0050. On appeal defendant asserted four assignments of error in her brief. Relevant assignment of errors are included below:

Assignment of error No 1: The judgment of the Trial Court failed to acknowledge fraudulent concealment committed by Landings.

20. Defendant argued that Jenn Taylor, Landings Property Manager and Regina Bray, Hills Regional Manager withheld their knowledge of her complaints of an illegal surveillance and harassment. Both Jenn Taylor and Regina Bray had a fiduciary duty to disclose defendant's complaints of the illegal surveillance and harassment. Counsel for Landings informed the trial court that Landings, **"had never heard about Holmes' {complaints of discriminatory harassment} made to the U.S. Department of Commerce."** Counsel for Landings stated, "it appears that the complaint she has against – I mean against Landings is something about surveillance cameras being placed in her apartment and that just never occurred."
21. Defendant provided the Twelfth District copies of her phone records substantiating that she had made complaints of an illegal surveillance and harassment based upon retaliation for filing a federal discrimination lawsuit against the City of Cincinnati. She specifically asserted the doctrine of fraudulent concealment, which is a sub-doctrine of equitable estoppel in her appeal.
22. On December 28, 2020, Honorable Robert Hendrickson, Honorable Stephen Powell and Honorable Mike Powell, ordered that defendant's appeal be "dismissed as moot as there is no longer an existing case or controversy for this court to resolve on appeal." In response to defendants' assignment of error one, the Appeals Court stated, (Exhibit DD)

"Holmes claimed that Landings was retaliating against her because she had sent a letter to the U.S. Department of Commerce.....complaining that Landings had placed an illegal surveillance in her apartment and requesting an investigation. Holmes further claimed she sent the letter after Landings failed to address her complaints about the illegal surveillance. Holmes did not seek a stay on the writ of restitution and did not post a bond. A hearing on Holmes' objections was held on February 14, 2020. Holmes pressed her retaliation claim. Counsel for Landings advised the trial court that Landings was not served with a copy of Holmes's objections and that it had never heard about Holmes' complaint to the department of commerce. Counsel argued that Holmes' objections were moot because the writ of restitution had been executed and Holmes had vacated the premises.....Accordingly, the instant appeal is moot. Since Holmes' appeal is moot, we do not reach the merits on her first, third and fourth assignments of error.
23. On March 16, 2021, after requesting police reports for another case filed in the Butler County Common Pleas Court, *Rosalind Holmes v Lakefront* (Case # CV 2021 05 0639). Defendant discovered a police report made to the West Chester Police Department by Kevin

Saeks, Landings Business Manager, on July 13, 2019. As Defendant was never aware that Landings had filed a police report on July 13, 2019. The police report in relevant part stated, "Female called the office (Landings) and left a few messages the other night about possible FBI surveillance and others spying on her. She sounded distressed." Kevin's July 13, 2019, report to the WCPD (Exhibit R) coincides with defendant's phone records (Exhibit Q) Based on the foregoing, a reasonable individual would conclude that the Landings knew about defendant's complaints of an illegal surveillance based on discrimination. The Landings lied to and withheld information from the Area III Court in West Chester, Ohio and Ohio's Twelfth Appellate Court of Appeals.

24. Defendant could not have discovered this additional information because she was unaware that Landings had filed the police report. The delay in filing the motion for relief from March 17, 2021 – July 9, 2021, was a direct result of the Coronavirus which created a global health crisis in which Americans were cautioned against leaving their homes, traveling, entering public facilities on as needed basis, etc. As plaintiff is an indigent pro-se litigant who required the use of the library's resources such as computers, internet, etc., to conduct much of her legal research and compile her pleadings, due to COVID-19 restrictions, her use of the library facilities were very limited. Defendant could not have prevented and had no opportunity to foresee that the Landings had filed a police report on July 13, 2019, and the issues related to the global pandemic created by COVID-19.
25. The judgment of the Area III Court should be vacated based on the doctrine of equitable estoppel, due to defendant's fraudulent concealment and/or any other reason justifying relief from the judgment. The defendants, Landings and Hills Properties fraudulently concealed defendant's complaint of discrimination and their conspiratorial harassment and illegal surveillance with the FBI, City of Cincinnati, State of Ohio and others. Their failure to disclose defendant's complaint of discrimination and their involvement with the FBI and others to the Area III Court and Ohio's Twelfth District Court of Appeals violated defendant's rights under the First, Fourth, Fifth, and Fourteenth, amendments to the United States Constitution.

Magistrate Judge Fred Miller's Decision on Defendants Rule 60(B) Motion

Magistrate Miller contends that defendant Rosalind Holmes' motion is untimely and appears to relitigate the same issues that Holmes raised on her objections before the trial court and in her appeal to the 12th District Court of Appeal case no CA-2020-04-0050. That appeal was dismissed because this matter was moot. Despite Holmes' current arguments, this matter remains moot because she vacated the premises.

Judge Courtney Caparella-Kraemer's Decision on Defendants Rule 60(B) Motion

Judge Courtney Caparella-Kraemer's overruled defendants' objections for all of the reasons provided by Magistrate Miller. Judge Caparella-Kraemer stated, "the Court does not find that the COVID pandemic has prevented Holmes from obtaining documents and from timely filing a Rule 60(B) motion. The court takes judicial notice that Holmes has actively filed numerous Complaints and motions and has actively

participated throughout the pandemic, not only in this case, but in other cases in this court. See *Lakefront of West Chester, LLC v. Holmes*, Butler County Area III CVG2100651, appeal pending in CA 2021-09-108; *Holmes v Lakefront of West Chester*, Area III CVF2001 041, appeal pending in CA 2021-05-0046; and *Holmes v. Lakefront of West Chester*, Area III RE2000007."

The Butler County Area III Court order is improper and erroneous if the Court had doubts about the COVID-19 pandemic preventing defendant from filing a timely Rule 60(B) motion the Judge should have held a hearing to obtain clarification. Instead, the Judge just rendered a decision and final appealable order without a hearing. Defendant was never aware that the Landings had filed a police report on July 13, 2019. She became aware of the report on March 16, 2021, after requesting police reports for another case. There was a delay from March 17, 2021, to July 9, 2021, in filing the Rule 60(B) motion. Because defendant is an indigent pro-se litigant who required the use of the public library to conduct legal research, and to compile her motion. As a direct result of the COVID-19 pandemic restrictions, defendants use of the library resources were very limited.

Ohio Civil Rule 60(B)

Civ. R. 60(B) states, in part:

"On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order or proceeding for the following reasons: (1) mistake, inadvertence, surprise or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(B); (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation or other misconduct of an adverse party; (4) the judgment has been satisfied, released or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or (5) any other reason justifying relief from the judgment. The motion shall be made within a reasonable time, and for reasons (1), (2) and (3) not more than one year after the judgment, order or proceeding was entered or taken. A motion under this subdivision (B) does not affect the finality of a judgment or suspend its operation." "To prevail on a motion brought under Civ. R. 60(B), the movant must demonstrate that: (1) the party has a meritorious defense or claim to present if relief is granted; (2) the party is entitled to relief under one of the grounds stated in Civ. R. 60(B)(1) through (5); and (3) the motion is made within a reasonable time, and, where the grounds of relief are Civ. R. 60(B)(1), (2) or (3), not more than one year after the judgment, order or proceeding was entered or taken."

The same standard generally applies to the issuance of stay of proceedings, temporary restraining orders and preliminary injunctions. *Northeast Ohio Coal, for Homeless Serv. Employees Int'l Union, Local 1199 v. Blackwell*, 467F.3d 999,1009 (6th Cir. 2006); see also *Rios v. Blackwell*, 345F. Supp. 2d833, 835(N.D. Ohio 2004). To grant either form of relief, a court must consider: "(1) whether the movant has a strong likelihood of success on the merits; (2) whether the movant would suffer irreparable injury absent a stay; (3) whether granting the stay

would cause substantial harm to others; and (4) whether the public interest would be served by granting the stay. "*Northeast Ohio, supra*, 467 F.3d at 1009; see also *Rios, supra*, 345 F.Supp. 2d at 835. *Washington v. Reno*, 35 F.3d 1093 (6th Cir. 1994). *Crookston v. Johnson*, 841 F.3d 396, 398 (6th Cir. 2016) (citing *Coal, to Defend Affirmative Action v. Granholm*, 472 F.3d 237, 244 (6th Cir. 2006)). These factors are not prerequisites to the grant or denial of injunctive relief, but factors that must be carefully balanced by the district court in exercising its equitable powers.

(1) Plaintiff has a strong likelihood of success on the merits of claims

Turning to the facts of the instant motion, absent the Court's inherent or equitable powers to extend or toll the one-year time frame under Civ. R. 60(B)(1), (2) & (3) defendant's motion was untimely as to Civ. R. 60(B)(1) through (3). However, as to Civ. R. 60(B)(4) or (5) defendant's motion was timely and she articulated a meritorious defense, of Housing Discrimination. Although defendant did not raise Civ. R. 60(B)(4) in her initial motion for relief she asserted it in her Motion in Opposition, on September 20, 2021 in the Butler County Area III Court. Therefore, the sole remaining issue is whether defendant demonstrated that she was entitled to relief under Civ. R. 60(B)(4) or (5). The Ohio Supreme Court has held that Civ. R. 60(B)(4) applies "to those who have been prospectively subjected to circumstances which they had no opportunity to foresee or control." *Knapp v. Knapp* (1986), 24 Ohio St.3d 141, 493 N.E.2d 1353, paragraph one of the syllabus. "Civ. R. 60(B) (4) was not meant to offer a party a means to negate a prior finding that the party could have reasonably prevented." *Cuyahoga Support Enforcement Agency v. Guthrie*, 84 Ohio St.3d 437, 443 N.E.2d 218, 1999-Ohio-362. In the instant case, Defendant has provided substantial justification for why she is entitled to relief under Civ. 60 (B),(4) or (5).

On March 16, 2021, after requesting police reports for another case filed in the Butler County Common Pleas Court, *Rosalind Holmes v Lakefront* (Case # CV 2021 05 0639). Defendant discovered a police report made to the West Chester Police Department by Kevin Saeks, Landings Business Manager, on July 13, 2019. Defendant was never aware that Landings had filed a police report on July 13, 2019. The July 13, 2019, police report in relevant part stated, "Female called the office (Landings) and left a few messages the other night about possible FBI surveillance and others spying on her. She sounded distressed." Kevin's July 13, 2020, report to the WCPD (Exhibit R) coincides with plaintiff's phone records. (Exhibit Q)

The delay in filing the motion for relief from March 17, 2021 – July 9, 2021, was a direct result of the Coronavirus which created a global health crisis in which Americans were cautioned against leaving their homes, traveling, entering public facilities on as needed basis, etc. As plaintiff is an indigent pro-se litigant who required the use of the library's resources such as computers, internet, etc., to conduct much of her legal research and compile her pleadings, due to COVID-19 restrictions, her use of the library facilities were very limited. Defendant could

not have prevented and had no opportunity to foresee that the Landings had filed a police report on July 13, 2019, and the issues related to the global pandemic created by COVID-19.

The Landings deception and failure to disclose constitutes common law fraud and fraudulent concealment under the doctrine of equitable estoppel which can be asserted to vacate a judgment. Defendant should be relieved from the March 4, 2020, forcible entry and detainer judgment because it is legally voidable under common law fraud, doctrine of fraudulent concealment and Rule 60(B).

An action in common-law civil fraud has five essential elements: (1) a materially false representation or a concealment; (2) knowingly made or concealed; (3) with the intent of misleading another into relying upon it; (4) reliance, with a right to rely, upon the representation or concealment by the party claiming injury; and (5) injury resulting from the reliance. *Gaines v. Preterm-Cleveland, Inc.* (1987), 33 Ohio St.3d 54, 55; *Finomore v. Epstein* (1984), 18 Ohio App.3d 88, 90; *Schwartz v. Capitol S L Co.* (1978), 56 Ohio App.2d 83, 86.

Landings and Hills had an opportunity to disclose their knowledge of defendant's complaints to both the trial and appellate courts, and they failed to do so. Landings and Hills knew or should have known the impact of their failure to disclose defendant's reports of illegal surveillance and harassment complaints to the trial and appellate court. Landings and Hills omissions were deliberate and knowingly and constitute fraud. Landings and Hills withheld material information about defendants housing discrimination complaints and lied to induce the trial and appellate court to act, and it did by rendering a forcible entry and detainer action and writ of restitution against defendant. If Landings and Hills had fully disclosed defendant's reports of illegal surveillance and harassment, the trial and appellate court could have taken all evidence into consideration and rendered an equitable decision. Defendant has been damaged and suffered injury due to Landings and Hills fraud. It would be unjust and inequitable not to grant defendant relief from judgment obtained in this manner. As the judge said in the Mitchell case, "To do so would be an affront to our system of justice." *Willie A. Mitchell, Jr. v. Clara H. Mitchell*, 1987 WL 6545 (Ohio App. 8 Dist.)

To invoke the doctrine of fraudulent concealment as a ground to vacate a judgment a litigant must show: (1) that defendants engaged in a course of conduct to conceal evidence of the alleged wrongdoing; and (2) that the litigant failed to discover the facts giving rise to the claim despite the exercise of due diligence. *Hughes v. Cardinal Fed. Sav. Loan Assn.* (S.D.Ohio 1983), 556 F. Supp. 834, 838.

Landings and Hills withheld material information about defendants housing discrimination complaints and lied to induce the trial and appellate court to act, and it did by rendering a forcible entry and detainer action and writ of restitution against defendant. Defendant was never aware that Landings had filed a police report on July 13, 2019. On March 16, 2021, after requesting police reports for another case filed in the Butler County Common Pleas Court, *Rosalind Holmes v Lakefront* (Case # CV 2021 05 0639). Defendant discovered a police report made to the West Chester Police Department by Kevin Saeks, Landings Business Manager, on July 13, 2019. The delay in filing the motion for relief from March 17, 2021 – July 9, 2021, was a direct result of the Coronavirus which created a global health crisis in which Americans were

cautioned against leaving their homes, traveling, entering public facilities on as needed basis, etc. As plaintiff is an indigent pro-se litigant who required the use of the library's resources such as computers, internet, etc., to conduct much of her legal research and compile her pleadings, due to COVID-19 restrictions, her use of the library facilities were very limited. Defendant could not have prevented and had no opportunity to foresee that the Landings had filed a police report on July 13, 2019, and the issues related to the global pandemic created by COVID-19.

Based on the foregoing, a reasonable individual would conclude that the Landings knew about defendant's complaints of an illegal surveillance based on discrimination. The Landings intentionally lied and failed to disclose their knowledge of defendants housing discrimination complaint to the trial court and Ohio's Twelfth District Court of Appeals to avoid a housing discrimination defense to their forcible entry and detainer action. The defense of Housing Discrimination was never litigated with the trial Court because the Court refused to permit plaintiff to provide additional information. Since Housing Discrimination is an affirmative defense and can still be raised to overturn the eviction, it is not moot. Relevant excerpts from the February 14, 2020, hearing are as follows:

Ms. Holmes: I have something else to say. I have additional information that I would like to submit.... I have been harassed by the United States government for at least seven years. I have written the congressman. I have written the senator. I have contacted the U.S. Department of Justice. It all transpired after I filed a legitimate lawsuit for race discrimination against the City of Cincinnati. I have been tracked and monitored by the FBI, the City of Cincinnati and State of Ohio for at least seven years, not only in Ohio. I have traveled to other states where I have been tracked and monitored. And in another state, I did find a spy camera, okay, so this is something that really is going on, and I am prepared to present all my documentation. Some of the documentation may be irrelevant to Landings, but it will provide an overall explanation of why I did file a complaint against Landings with the Department of Commerce, and why I did contact Landings regarding the surveillance that was in my apartment." (Transcript, 02/14/2020, Pg. 6 Ln. 17-25, Pg. 7, Ln. 1-21, Exhibit Y)

The Court: Ma'am, with respect to the evidence that was presented, the trial has taken place, I'm not relitigating the case. I will read the transcript of the proceedings that was already conducted along with the objection filings and make a decision. (Transcript, 02/14/2020, Pg. 7, Ln. 22-25, Pg. 8 Ln. 1-3, Exhibit Y)

Ms. Holmes: Okay. So, I can't offer any additional information? (Transcript, 02/14/2020, Pg. 8, Ln. 5-6, Exhibit Y)

The Court: The evidence—I'm confined to the evidence that was presented at the trial. (Transcript, 02/14/2020 Pg. 8 Ln. 7-9, Exhibit Y)

On or around, December 26, 2019, defendant was suffering from extreme pain in her chest and she was transported by ambulance to the Christ Hospital Emergency Room and diagnosed with acute pancreatitis. During the next few days defendant was scheduled for testing and follow up visits with Dr. Jeremy Bruce, Primary Care Physician to determine the cause of the pancreatitis. Dr. Jeremy Bruce discovered that

defendant's pancreatic attack was caused by gallstones which were located in her gallbladder, and immediately referred her to a surgeon. On December 26, 2019, defendant received an email from Jenn Taylor, Landings Property Manager, which stated the following: (Motion for relief, Exhibit U)

"I am needing to follow up with you about the December rent. It is getting very late in the month, and I want to make sure you are aware of the late rent process in its entirety. At this time, the December balance and January rent will need to be paid in full to cancel the eviction process. The total balance and January rent will need to be paid in full to cancel the eviction process. The total balance is \$3,156.82 (\$1,721.82 December Balance + \$1,435 January Rent & Washer/Dryer) and will need to be paid in cashiers check or money order only. Do you have a date you plan on being able to pay the balance in full? Also if rent is not paid before January 6th, then the January late fee of \$150 will be added to the balance. Please keep in mind that eviction court is scheduled for January 8th. If the above balance is not paid before eviction court we will be unable to accept rent after that morning and will have to continue with the eviction process. Let us know if there are any questions you have and an intended date to pay rent." (Motion for relief, Exhibit U)

Because defendant was experiencing unforeseen health problems, she was granted a 7-day continuance above Lakefront's objections, ultimately the eviction hearing was rescheduled to January 15, 2020. Defendant could not have prevented and had no opportunity to foresee or control her health problems.

On January 14, 2020, defendant attempted to pay her rent by providing Landings with a cashier check in the amount of \$3,500.00 and they refused to accept defendant's check. (Motion for relief, Exhibit W) At the January 15, 2020, eviction hearing, Jenn Taylor testified, "we had sent an email on the 23rd of the month explaining how much was due before January 8th, the original court date and asked that it be paid before then." (Motion for relief, Transcript, 01/15/2020, Pg. 4 Ln. 13-21, Exhibit X) Defendant never received a copy of the 23rd of the month email and Jenn Taylor did not provide a copy to the trial judge. The trial judge just accepted Jenn Taylor's testimony as truthful without requesting a copy of the 23rd of the month email and never asked defendant if she had received a copy of the email.

Plaintiffs' reason for not accepting defendants January 14, 2020, rent check in the amount of \$3,500.00 is unbelievable. Plaintiff's so-called email agreement sent by Jenn Taylor on the 23rd with a purported rent deadline of January 8, 2020, is the sole reason provided in support of their eviction. However, the trial court never confirmed plaintiff's receipt, knowledge or understanding of the email agreement. If this is the Landings legitimate non-discriminatory reason it is a pretext or cover up for Housing Discrimination. Furthermore, given the circumstances surrounding Landing's deception and their fraudulent concealment of defendants housing discrimination complaints, this Court should not believe the Landings and immediately vacate the March 4, 2020, forcible entry and detainer action.

With specific regard to Civ. R. 60(B)(5), the Supreme Court has stated:

Civ. R. 60(B)(5) is intended as a catch-all provision reflecting the inherent power of a court to relieve a person from the unjust operation of a judgment, but it is not to be used as a substitute for any of the other more specific provisions of Civ. R. 60(B). The grounds for invoking Civ. R. 60(B)(5) should be substantial." *Caruso-Ciresi, Inc. v. Lohman* (1983), 5 Ohio St.3d 64, paragraphs one and two of the syllabus. However, the grounds for invoking said provision should be substantial. Staff Note to Civ. R. 60(B); *Adomeit v. Baltimore* (1974), 39 Ohio App.2d 97, 105 [68 O.O.2d 251]. Nor should Civ. R. 60(B)(5) be used as a substitute for any of the other more specific provisions of Civ. R. 60(B). *Adomeit v. Baltimore, supra*; *Antonopoulos v. Eisner* (1972), 30 Ohio App.2d 187 [59 O.O.2d 309].

(2) Plaintiff will suffer irreparable injury

In evaluating irreparable harm, the court looks at the following three factors: "(1) the substantiality of the injury alleged; (2) the likelihood of its occurrence; and (3) the adequacy of the proof provided." *Michigan Coalition of Radioactive Material Users, Inc. v. Griepentrog*, 945 F.2d 150, 154 (6th Cir. 1991). All three of these factors support a stay and temporary restraining order in this case.

Defendant has been damaged and suffered injury due to Landings and Hills fraud. It would be unjust and inequitable not to grant defendant relief from judgment obtained in this manner because she will continue to suffer from the adverse effects of the eviction. The Landings obtained a wrongful eviction against defendant, and she has provided the Court with adequate proof. In addition, defendant is currently homeless going back and forth from Ohio to Tennessee because she is incapable of obtaining an apartment and her application for an apartment has been denied.

(3) Granting the Stay Will Not Cause Substantial Harm to Others

Lakefront nor any other third parties would not suffer any harm because Rosalind Holmes has vacated the apartment.

(4) The Public Interest Would be Served by Granting the Stay

By granting Rosalind Holmes's request for a stay, temporary restraining order and/or injunctive relief, the public's interest will be served by exposing, deterring housing discrimination and violations of federal and state law. The public interest lies in a correct application of the federal constitutional and statutory provisions upon which Rosalind Holmes has brought this claim and ultimately . . . upon the will of the people" *Coalition to Defend Affirmative Action*, 473 F.3d at 252 (internal quotation and citation omitted). This case can be applied not only to the people of Michigan but to the people of Ohio and the United States of America.

Conclusion

Based on the foregoing, Defendant respectfully requests this Court to issue an emergency stay of the Butler County Area III judgment of forcible entry and detainer action obtained on March 4, 2021, and/or temporary restraining order pending appeal.

Respectfully Submitted,

Rosalind Holmes
5285 Natorp Blvd. Apt. 100
Mason, Ohio 45040
(513) 306-8837
holmesrrh48@gmail.com
October 12, 2021
Pro-Se for Plaintiff

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a copy of the foregoing Complaint was served on Appellee, The Landings at Becket Ridge listed below, by electronic mail 12th day of October 2021:

David Donnett
Attorney for Plaintiff-Appellee
1212 Sycamore Street, Suite 31-33
Cincinnati, Ohio 45202
PH: (513) 421-4000
FAX: (513) 421-1119
donnettlaw@gmail.com

Exhibit P

Apartment Lease Contract



Date of Lease Contract: July 2, 2019

(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. **PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):
Rosalee Holmes

and us, the owner:
The Landings at Beckett Ridge

(name of apartment community or title holder). You've agreed to rent Apartment No. 4892206 at 4892 Destination St. Apt. 206 in West Chester (city), Ohio, 48069 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors) in interest or assigns. Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 7 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 2nd day of July, 2019, and ends at midnight the 15th day of July, 2020.

Renewal. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 37 (Move-Out Notice). If the number of days isn't filled in, at least 30 days (one calendar month) notice is required.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 22.00, due on or before the date this Lease Contract is signed.

Further, if you remain in the dwelling and your total security deposit exceeds one month's rent, the amount in excess of one month deposit(s) shall bear interest.

5. **KEYS AND FURNITURE.** You will be provided 2 apartment key(s), 2 mailbox key(s), and 2 other access devices for Access. Your apartment will be (check one):
☐ furnished or ☒ unfurnished.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 1395.00 per month for rent, payable in advance and without demand:

- ☒ at the on-site manager's office, or
☒ at our online payment site, or
☐ at

Proated rent of \$ 1340.32 is due for the remainder of (check one):
☐ 1st month or ☐ 2nd month, on

Otherwise, you must pay your rent on or before the first day of each month (due date) with no grace period. The fact that we do not impose a late fee until some day after the first day of each month, does not imply or provide a grace period for you to delay paying your rent. You must not withhold or offset rent without proper statutory notice. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the 15th day of the month, you'll pay a late charge of \$ 150.00. You'll also pay a charge of \$ 60.00 for each returned check or rejected electronic payment, plus the late charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We will also have all other remedies for such violation.

7. **UTILITIES.** We'll pay for the following items, if checked:

- ☐ water ☐ gas ☐ electricity ☐ master antenna
☐ wastewater ☒ trash ☐ cable TV ☐ other

You'll pay for all other utilities, related deposits, and any charges, fees,

or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquakes, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. We remind you, the only insurance which covers loss or damage to your personal property (your contents) is insurance you purchase yourself. Contents insurance may be available as part of a liability insurance policy offered for purchase through our office.

Additionally (Select one. If none is selected then "a" shall be deemed to be selected):

- ☒ a) You are required to purchase and maintain liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ 100,000.00 from a carrier with an A.M. Best rating of a B+ or better, licensed to do business in Ohio.
☐ b) Not required to purchase personal liability insurance.
☐ c) Personal liability insurance is force placed in an amount of \$ _____ per incident \$ _____ maximum and is included as either part of your rent or paid for by Owner to insure against your liability damage to the Apartment.

****NOTE:** Any liability insurance you buy additionally is strongly recommended and will act as primary coverage to our force placed coverage secondary. ANY LIABILITY INSURANCE WE REQUIRE YOU TO PURCHASE, UNDER 40 ABOVE, DOES NOT INCLUDE ANY COVERAGE FOR YOUR CONTENTS. CONTENTS COVERAGE IS STRONGLY RECOMMENDED AND YOU UNDERSTAND WE HAVE NOT PURCHASED INSURANCE FOR YOUR CONTENTS UNDER ANY OPTION IN THIS PROVISION. Any policy you purchase or that we purchase for you shall waive any rights of subrogation by you or your insurance company against us. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an insurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract.

You acknowledge that no portion of the rent paid by you under this agreement will be applied to the owner's structural fire insurance and that you are in no way a co-insured under any such policy, and that, in order to reduce the cost of insurance, the Owner has chosen to purchase fire and extended coverage insurance for the property for which the above rental agreement applies, with a deductible in the amount of \$ _____. If you or any member of your household, guests or invitees causes damage to the Apartment or Community in an amount less than your personal insurance deductible you are responsible to us for the amount of such damage. In the event damage occurs and you have a liability policy with a deductible, you agree that you owe us, and agree to indemnify us, for the amount of the deductible along with any amount that is in excess of the insurance coverage that you have purchased regardless of whether you have exceeded your limit of liability, the loss is from an excluded condition, or for your failure to purchase insurance with such specific coverage. It is recommended that you secure insurance to protect your interest in the event of such a loss.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with these requests, but you must pay for them, unless otherwise provided by law. If we change a lock and/or latch, we cannot deny a key to the new lock and/or latch to any other named Resident in this Lease Contract.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to locks and/or latches by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing locks and/or latches which were misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clause

- 10. SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See any additional special provisions.

- 11. EARLY MOVE-OUT.** You'll be liable to us for a reletting charge of \$ 1385.00 (not to exceed 100% of the highest monthly rent during the lease term) if you:

- (1) fail to give written move-out notice as required in paragraphs 24 (Military Personnel Clause) or 37 (Move-Out Notice); or
- (2) move out without paying rent in full for the entire lease term or renewal period; or
- (3) move out at our demand because you are convicted, provide inaccurate application information or other default; or
- (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the next paragraph.

Net a Release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and procuring a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locater-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

Buyout. A lease buyout may be available at this Community. This Community may offer lease buyout agreements only when requested, not in advance and therefore, you must contact us regarding the terms of such agreement. Even if we offer lease buyouts, a lease buyout may not be available under certain circumstances, as an example not before 6 months of occupancy fulfilled. This lease buyout agreement, if accepted by all parties shall govern the means by which you terminate the Lease Contract before the end of its term.

- 12. REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or services in the apartment community due to a violation of the Lease Contract or rules, or improper use by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damages to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppage caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. PROPERTY LEFT IN APARTMENT

Removal After Surrender, Abandonment, or Eviction. We or law officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 42 - Deposit Return, Surrender, and Abandonment).

Storage. Unless required by local jurisdiction, we may store, but have no duty to store, property removed after judicial eviction, surrender, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft.

Disposition or Sale. Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are: (1) left in the

apartment after surrender or abandonment; or (2) left outside more than the time required by the local jurisdiction, if local jurisdiction does not state a maximum time then one hour shall apply, after a writ of possession is executed, following a judicial eviction. Animals removed after surrender, abandonment, or eviction may be humanely or turned over to local authorities or humane societies.

- 14. FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We may also end your right of occupancy and recover damages, future rent, reletting charges, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 (Early Move-Out) and 33 (Default by Resident) apply to acceleration under this paragraph.

- 15. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for charges allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 30 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this lease will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 37 (Move-Out Notice).

- 16. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

- 17. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes by court order with a search warrant or by subpoena, we may provide it.

18. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT

If, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. These charges can, as examples, include: any charges we receive for any zoning violation sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute 911 or other law safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

While You're Living in the Apartment

- 19. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all relevant units in the apartment community and do not charge dollar amounts on page 1 of this Lease Contract.

- 20. LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. No lingering. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business

conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants. No use of any grill is permitted on a balcony or patio (in the case of the patio unless there is 25 feet of clearance from any flammable structure). No storage of grills in or outside the apartment is permitted. No gas such as propane may be stored in the apartment, any storage area, or the balcony/patio.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. We may exclude persons who have been previously evicted or asked to move from the Community in lieu of an eviction. We may exclude anyone who has been given a written trespass notice from us.

You agree to notify us if you or any occupant convicted of any felony, or misdemeanor involving a controlled substance, or violence to another person or destruction of property, or any other criminal activity or deferred adjudication which violates our written rental standards at the time you rented the apartment. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

21. PROHIBITED CONDUCT. You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; whether or not such discharge is an accident; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering or interfering with utilities or telecommunications; bringing hazardous materials into the apartment community; or *injuring our reputation by making bad faith allegations against us or others.*

22. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license or no current inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment or who has been ordered to vacate by any appropriate authority; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

23. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 24 (Military Personnel Clause), 32 (Responsibilities of Owner), or 37 (Move-Out Notice), you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

24. MILITARY PERSONNEL CLAUSE. You may terminate your tenancy if you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. You also may terminate your tenancy if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
- (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, your tenancy will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10 (Special Provisions), you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate your tenancy under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 33 (Default by Resident). You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices if they are installed in the apartment.

Smoke Detectors • Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable smoke detectors and/or carbon monoxide detectors. If you disable or damage the smoke detector and/or the carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water, and in default under the Lease Contract.

Casualty Loss. We're not liable to any Resident, guest or occupant for personal injury, of any sort, up to and including death. For all these reasons, second casualty loss-property we are not liable to any Resident, guest, or occupant for damage or loss of personal property from any cause, including but not limited to fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquakes, interruption of utilities, theft, or vandalism unless otherwise required by law. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (we suggest at least 50 degrees). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our property and the property of others.

Temperature Control. Unless we instruct otherwise, you must 24 hours a day, during freezing weather, keep the Apartment heated, etc., and at all other times, you must: (1) run the HVAC systems blower fan to circulate air to retard the potential for moisture, mold and mildew; (2) at all times when using any shower or other bathing device, run the exhaust fan if any, provided in the bathroom area; and (3) if you are maintaining other items in the Apartment which reduce moisture, such as an Aquarium, you must run the air conditioning (if provided) in the summer to keep the temperature below 85 degrees Fahrenheit in the Apartment during the months when the temperature outside exceeds 85 degrees.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative when safe to do so. To the extent we screen any of the above listed groups for criminal backgrounds, you will not rely on such screening for the purpose of assuming your security in the apartment community and will not rely on such screening for any other purposes. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures at the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

26. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repair, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or relaying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any or all requests regarding security or non-security matters doesn't waive the requirement for written notice under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or leashes; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work or desired improvement is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. *Real will not abide in whole or in part.*

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions, unless such damage was caused by the actions (or inactions) of you, your guests, or occupants, without regard to their/your negligence.

- 28. ANIMALS.** No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we're so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. You must remove an unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act and the HUD regulatory guidelines. We may require a written statement from a qualified professional verifying the need for the support and/or service animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defecating, deodorizing, and shampooing, if required in our sole discretion. You will also be liable to us for a daily animal violation charge as stated if such a charge is stated in the Rules. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29 (When We May Enter). We may keep or humanely euthanize the animal.

Replacements

- 31. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed only when we consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (1) a reletting charge will not be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a reletting fee will be due if rehiring is requested or required; and
- (3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

Responsibilities of Owner and Resident

- 32. RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 26 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable as required by ORC 923.

- 33. DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you violate your statutory obligations under Ohio law and do not cure within the time described in notice to you; (5) you give incorrect or false answers in a rental application; (6) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (7) any illegal drugs or paraphernalia are found in your apartment; or (8) you or any guest or occupant engages in any of the prohibited conduct described in paragraph 21 (Prohibited Conduct).

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate

or turn it over to a humane society or local authority. When keeping or boarding an animal, you won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority and you agree not to return the animal to the apartment. You must pay for the animal's reasonable care and boarding charges. We have no lien on the animal for any purpose.

- 29. WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairs, servicers, contractors, and our representatives may peacefully enter the apartment at reasonable times for the purposes listed below. Except in the case of emergency or if it is impracticable to do so, we will provide you with reasonable notice of our intent to enter the apartment at reasonable times. Twenty-four hours is presumed to be reasonable notice. If no one is in the premises, and request has been made for repairs and/or entry by you, it is presumed that your request is authorization for us to enter at reasonable times by duplicate or master key. We reserve the right to enter by other means if locks have been changed in violation of the lease.

Ohio Law prohibits you from unreasonably withholding consent for us to enter into the apartment when entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and/or the carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rehiring unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

- 30. MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including exit notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of tenancy termination, repair requests, renewals and non-renewals, and entry permissions) constitute notice from all residents.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy, or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing—even if a new Lease Contract is signed. The departing resident will no longer be granted access to the apartment for any reason.

said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease. Further, no offer to renew is effective if you default on your existing Lease.

Eviction. If you default, we may end your right of occupancy by giving you a 3-day written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the apartment to any occupant over 16 years old; or (5) affixing the notice to the door. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Acceleration. All monthly rent for the rest of the lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the lease term or renewal period ends; and (2) you've not paid all rent for the entire lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you've judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease

term—for up to one month from the date of delivering written notice to you or your agent while you continue to hold over.

We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including tenancy termination. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after

we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Classes

34. MISCELLANEOUS. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights, isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our management constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the apartment is located.

WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

Consent to Communications by Us and Our Agents. You hereby expressly authorize us, our representative(s), and any collection agency or debt collector (hereinafter collectively referred to as the "Authorized Entities") to communicate with you. The communication may be made through any method for any reason related to amounts due and owing under this Lease. You authorize any and all of the communication

methods even if you will incur a fee or a cost to receive such communications. You further promise to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that you provided to any Authorized Entity changes or is no longer used by you.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

Obligation to Vacate. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

FORCE MAJEURE: If we are prevented from completing performance of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

35. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Property Left in Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

36. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (rental-housing) associations for the area where the apartment is located.

When Moving Out

37. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term or any extension of the lease term, you must give our representative advance written notice of your intention to vacate as required by the paragraph 3 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early under paragraph 23 (Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 11, 23, or 24 (Early Move-Out, Release of Resident, or the Military Personnel Clause). All notices to vacate must be in writing and must provide the date by which you intend to vacate. Notice from one resident is notice from all residents. If the notice does not comply with the time requirements of the Lease Terms paragraph, even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant as it pertains to the rent due; however, you have no right to retain possession of the premises or any part thereof beyond the expiration or earlier termination of this Lease Contract. Nothing contained in this Lease Contract shall be construed as consent by us to any holding over by you, and should you holdover, we will have all remedies available under this Lease Contract and state law.

38. MOVE-OUT PROCEDURES. The move-out date can't be changed unless you and we both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 (Early Move-Out) and 35 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

39. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bedrooms, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

40. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

41. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector and/or carbon monoxide detector batteries; utilities for repairs or clearing; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing abandoned property; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 6 (Rent and Charges) and 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; plus attorney's fees for violation of N.C. 5321.05, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys and Furniture) if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 33 (Default by Resident); and (3) a reletting fee if you have violated paragraph 11 (Early Move-Out).

42. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after termination of the rental agreement and delivery of possession. If no forwarding address is provided, we will mail your security deposit refund (less lawful deductions) to your last known address. One check made jointly payable to all occupants named on the Lease Contract shall be mailed.

Surrender. You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 (Keys and Furniture) have been turned in where rent is paid and you have provided us in writing with a written forwarding address or new address.

Abandonment. We have abandoned the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 5 consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated or switched over to us; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 - Property Left in Apartment), but do not affect our mitigation obligations (paragraph 33 - Default by Resident).

Severability, Originals and Attachments, and Signatures

43. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

44. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations.

Resident or Residents (all sign below)

Rosebud Thomas

Owner or Owner's Representative (signing in behalf of owner)

Address and phone number of owner's representative for notice purposes

8251 Landings Dr.

Jean Taylor, Property Manager

(513) 860-1771

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1) 07/02/2019

You are legally bound by this document.
Read it carefully before signing.

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)



Exhibit Q



15 01 41

Account Number: 145881910

Bill Period: Jul 08 - Aug 07, 2019

Call Details - (513) 306-8837 - Voice ...continued

On	At	To / From	Destination	Rate	Time	Cost
	10:41 pm	(800) 789-1473	Toll Free Call	NW/AU	02:00	-
	10:42 pm	(800) 789-1473	Toll Free Call	NW/3W/AU	01:00	-
	10:44 pm	(678) 208-8562	CUMMING,GA	NW/AU	04:00	-
	10:47 pm	(513) 238-8788	CINCINNATI,OH	NW/AU	01:00	-
	10:55 pm	(267) 507-5813	PHILA,PA	NW/AU	01:00	-
	10:56 pm	(267) 507-5813	PHILA,PA	NW/AU	01:00	-
	10:56 pm	(800) 947-5433	Toll Free Call	NW/AU	01:00	-
	11:09 pm	(800) 947-5433	Toll Free Call	NW/AU	01:00	-
	11:09 pm	(800) 789-1473	Toll Free Call	NW/AU	01:00	-
	11:11 pm	(800) 689-7729	Toll Free Call	NW/AU	05:00	-
	11:15 pm	(800) 689-7729	Toll Free Call	NW/AU	07:00	-
	11:44 pm	(513) 482-1372	CINCINNATI,OH	NW/AU	04:00	-
	11:52 pm	(513) 238-8788	CINCINNATI,OH	NW/AU	01:00	-
	11:53 pm	(800) 823-6053	Toll Free Call	NW/AU	08:00	-
Jul 10	12:01 am	(513) 275-3318	HAMILTON,OH	NW/AU	32:00	-
	12:03 am	(800) 823-6053	Toll Free Call	NW/AU	48:00	-
	01:42 am	(800) 947-5433	Toll Free Call	NW/AU	01:00	-
	01:43 am	(800) 365-3732	Toll Free Call	NW/AU	01:00	-
	01:43 am	(267) 507-5813	PHILA,PA	NW/AU	01:00	-
	01:45 am	(800) 947-5433	Toll Free Call	NW/AU	04:00	-
	01:48 am	(800) 947-5433	Toll Free Call	NW/AU	04:00	-
	01:52 am	(513) 275-3318	HAMILTON,OH	NW/AU	02:00	-
	01:53 am	(800) 947-5433	Toll Free Call	NW/AU	07:00	-
	01:54 am	(800) 947-5433	Toll Free Call	NW/AU	03:00	-
	02:00 am	(800) 823-6053	Toll Free Call	NW/AU	11:00	-
	02:11 am	(800) 947-5433	Toll Free Call	NW/AU	05:00	-
	02:20 am	(800) 947-5433	Toll Free Call	NW/AU	06:00	-
	02:26 am	(800) 947-5433	Toll Free Call	NW/AU	07:00	-
	02:33 am	(800) 947-5433	Toll Free Call	NW/AU	08:00	-
	02:44 am	(800) 689-7729	Toll Free Call	NW/AU	01:00	-
	02:44 am	(678) 208-8562	CUMMING,GA	NW/AU	01:00	-
	02:47 am	(800) 947-5433	Toll Free Call	NW/AU	05:00	-
	03:01 am	(513) 238-8788	CINCINNATI,OH	NW/AU	01:00	-
	03:03 am	(513) 874-7335	HAMILTON,OH	NW/AU	01:00	-
	03:04 am	(513) 348-0792	CINCINNATI,OH	NW/AU	01:00	-
	03:07 am	(513) 348-0792	CINCINNATI,OH	NW/AU	04:00	-
	03:36 am	(513) 348-0792	CINCINNATI,OH	NW/AU	01:00	-
	03:36 am	(513) 348-0792	CINCINNATI,OH	NW/AU	01:00	-
	03:38 am	(513) 348-0792	CINCINNATI,OH	NW/AU	01:00	-
	03:39 am	(513) 348-0792	CINCINNATI,OH	NW/AU	01:00	-
	03:42 am	(513) 348-0792	CINCINNATI,OH	NW/AU	01:00	-
	03:43 am	(800) 947-5433	Toll Free Call	NW/AU	02:00	-
	03:45 am	(513) 348-0792	CINCINNATI,OH	NW/AU	01:00	-
	03:46 am	(800) 947-5433	Toll Free Call	NW/AU	05:00	-
	03:50 am	(513) 238-8788	CINCINNATI,OH	NW/AU	01:00	-
	03:51 am	(513) 874-7335	HAMILTON,OH	NW/AU	03:00	-
	03:56 am	(513) 348-0792	CINCINNATI,OH	NW/AU	01:00	-
	03:57 am	(513) 348-0792	CINCINNATI,OH	NW/AU	01:00	-
	03:58 am	(513) 477-2930	CINCINNATI,OH	NW/AU	01:00	-
	04:02 am	(513) 348-0792	CINCINNATI,OH	NW/AU	01:00	-
	04:04 am	(800) 947-5433	Toll Free Call	NW/AU	05:00	-
	05:10 am	(513) 238-8788	CINCINNATI,OH	NW/AU	01:00	-
	05:11 am	(513) 874-7335	HAMILTON,OH	NW/AU	02:00	-
	05:14 am	(513) 348-0792	CINCINNATI,OH	NW/AU	01:00	-

Rate Type

3W Three Way Call

AU Anytime/Plan Usage

NW Night and Weekends

Call Details - (513) 306-8837 - Voice continues...



13 01 41

Account Number: 145881910

Bill Period: Jul 08 - Aug 07, 2019

Call Details - (513) 306-8837 - Voice ...continued

On	At	To / From	Destination	Rate	Mins	Cost
	05:18 am	(800) 947-5433	Toll Free Call	NW/AU	03:00	-
	05:28 am	(513) 585-2000	CINCINNATI,OH	NW/AU	02:00	-
	05:36 am	(800) 947-5433	Toll Free Call	NW/AU	05:00	-
	05:45 am	(513) 410-2520	CINCINNATI,OH	NW/AU	01:00	-
	05:47 am	(800) 947-5433	Toll Free Call	NW/AU	01:00	-
	05:48 am	(800) 385-3732	Toll Free Call	NW/AU	01:00	-
	05:48 am	(513) 348-0792	CINCINNATI,OH	NW/AU	01:00	-
	07:29 am	(513) 238-9788	CINCINNATI,OH	AU	01:00	-
	07:30 am	(513) 874-7335	HAMILTON,OH	AU	02:00	-
	07:32 am	(513) 410-2520	CINCINNATI,OH	AU	01:00	-
	07:33 am	(513) 348-0792	CINCINNATI,OH	AU	01:00	-
	07:41 am	(513) 238-9788	CINCINNATI,OH	AU	02:00	-
	07:42 am	(513) 348-0792	CINCINNATI,OH	AU	01:00	-
	08:03 am	(800) 947-5433	Toll Free Call	AU	03:00	-
	08:18 am	(513) 771-7100	CINCINNATI,OH	AU	05:00	-
	08:23 am	(800) 947-5433	Toll Free Call	AU	04:00	-
	08:27 am	(513) 348-0792	CINCINNATI,OH	AU	01:00	-
	08:34 am	(800) 947-5433	Toll Free Call	AU	01:00	-
	08:34 am	(800) 947-5433	Toll Free Call	AU	03:00	-
	08:37 am	(800) 385-3732	Toll Free Call	AU	01:00	-
	08:37 am	(267) 507-5813	PHILA,PA	AU	01:00	-
	08:37 am	(800) 947-5433	Toll Free Call	AU	01:00	-
	08:38 am	(800) 669-7729	Toll Free Call	AU	02:00	-
	08:40 am	(513) 238-9788	CINCINNATI,OH	AU	01:00	-
	08:41 am	(513) 348-0792	CINCINNATI,OH	AU	01:00	-
	08:42 am	(513) 238-9788	CINCINNATI,OH	AU	01:00	-
	08:43 am	(513) 874-7335	HAMILTON,OH	AU	02:00	-
	08:44 am	(513) 238-9788	CINCINNATI,OH	AU	01:00	-
	08:45 am	(800) 947-5433	Toll Free Call	AU	01:00	-
	08:47 am	(800) 947-5433	Toll Free Call	AU	01:00	-
	08:47 am	(800) 789-1473	Toll Free Call	AU	03:00	-
	09:08 am	(513) 777-2231	BETHANY,OH	AU	03:00	-
	09:12 am	(800) 789-1473	Toll Free Call	AU	05:00	-
→	09:17 am	(513) 984-0300	CINCINNATI,OH	AU	03:00	-
	10:24 am	(513) 348-0792	CINCINNATI,OH	AU	01:00	-
	10:26 am	(513) 238-9788	CINCINNATI,OH	AU	01:00	-
	11:26 am	(615) 506-3823	NASHVILLE,TN	AU	01:00	-
	11:42 am	(513) 348-0792	Incoming	AU	01:00	-
	11:42 am	(615) 506-3823	NASHVILLE,TN	AU	31:00	-
	11:43 am	(513) 348-0792	Incoming	AU	01:00	-
	11:51 am	(513) 275-3265	Incoming	CW/AU	02:00	-
→	12:06 pm	(513) 275-3318	HAMILTON,OH	AU	01:00	-
	12:07 pm	(513) 984-0300	CINCINNATI,OH	AU	03:00	-
	12:10 pm	(513) 910-4538	CINCINNATI,OH	AU	02:00	-
	12:16 pm	(615) 506-3823	NASHVILLE,TN	AU	02:00	-
	12:21 pm	(615) 506-3823	NASHVILLE,TN	AU	02:00	-
	12:24 pm	(513) 238-9788	CINCINNATI,OH	AU	01:00	-
	01:24 pm	(509) 855-8946	Incoming	AU	01:00	-
→	02:01 pm	(800) 385-3732	Toll Free Call	AU	01:00	-
	02:12 pm	(513) 860-1771	HAMILTON,OH	AU	08:00	-
	03:47 pm	(513) 447-6178	Incoming	AU	01:00	-
	06:29 pm	(615) 506-3823	NASHVILLE,TN	AU	01:00	-
	06:30 pm	(800) 947-5433	Toll Free Call	AU	05:00	-
	07:10 pm	(800) 947-5433	Toll Free Call	AU	03:00	-

513-984-0300

Hill Properties

513-860-1771

The Landings at Beckett
Ridge LLC.

Rate Type

AU Anytime/Plan Usage

CW Call Waiting

NW Night and Weekends

Call Details - (513) 306-8837 - Voice continues...



25 01 44

Account Number: 145881910

Bill Period: Sep 08 - Oct 07, 2019

Call Details - (513) 306-8837 - Voice ...continued

On	At	To / From	Destination	Rate	Mins	Cost
	07:35 am	(877) 534-2264	Toll Free Call	AU	01:00	-
	07:36 am	(877) 833-6197	Toll Free Call	AU	32:00	-
	08:08 am	(800) 961-6906	Toll Free Call	AU	11:00	-
	08:21 am	(513) 621-6364	CINCINNATI, OH	AU	03:00	-
	08:25 am	(800) 947-5433	Toll Free Call	AU	05:00	-
	08:44 am	(615) 506-3823	Incoming	AU	04:00	-
	09:14 am	(614) 686-2052	Incoming	AU	02:00	-
	11:06 am	(800) 823-6053	Toll Free Call	AU	25:00	-
	11:06 am	(973) 854-8131	Incoming	CW/AU	01:00	-
	11:36 am	(973) 854-8131	Incoming	AU	02:00	-
	11:46 am	(615) 506-3823	Incoming	AU	03:00	-
	11:51 am	(513) 584-6650	CINCINNATI, OH	AU	08:00	-
	11:59 am	(800) 947-5433	Toll Free Call	AU	03:00	-
	12:01 pm	(837) 817-0524	CHRISTNSBG, OH	AU	03:00	-
	12:18 pm	(614) 686-2052	HARRISBURG, OH	AU	02:00	-
	12:20 pm	(513) 268-0189	SO LEBANON, OH	AU	09:00	-
	12:33 pm	(513) 584-6650	CINCINNATI, OH	AU	16:00	-
	12:44 pm	(270) 832-8138	HENDERSON, KY	AU	03:00	-
	12:51 pm	(800) 947-5433	Toll Free Call	AU	03:00	-
	12:51 pm	(800) 947-5433	Toll Free Call	AU	01:00	-
	12:52 pm	(800) 669-7729	Toll Free Call	AU	04:00	-
	12:54 pm	(614) 686-2051	HARRISBURG, OH	AU	01:00	-
	12:55 pm	(614) 686-2051	Incoming	AU	02:00	-
	12:56 pm	(800) 947-5433	Toll Free Call	AU	03:00	-
	12:58 pm	(837) 817-0524	CHRISTNSBG, OH	AU	02:00	-
	01:07 pm	(513) 642-0002	HAMILTON, OH	AU	11:00	-
	01:31 pm	(800) 669-7729	Toll Free Call	AU	06:00	-
	01:41 pm	(800) 947-5433	Toll Free Call	AU	03:00	-
	02:21 pm	(615) 506-3823	NASHVILLE, TN	AU	11:00	-
	02:31 pm	(513) 614-8541	Incoming	CW/AU	14:00	-
	04:22 pm	(858) 444-1364	Incoming	AU	01:00	-
	04:30 pm	(614) 686-2051	Incoming	AU	06:00	-
Sep 24	12:14 pm	(615) 506-3823	Incoming	AU	04:00	-
Sep 25	07:21 am	(615) 506-3823	NASHVILLE, TN	AU	09:00	-
	07:55 am	(513) 489-8815	CINCINNATI, OH	AU	02:00	-
	08:01 am	(270) 832-8138	HENDERSON, KY	AU	01:00	-
	08:04 am	(513) 621-6364	Incoming	AU	02:00	-
	08:08 am	(615) 506-3823	NASHVILLE, TN	AU	05:00	-
	08:10 am	(800) 947-5433	Toll Free Call	AU	01:00	-
	08:13 am	(270) 832-8138	HENDERSON, KY	AU	07:00	-
	08:20 am	(513) 482-4500	CINCINNATI, OH	AU	02:00	-
	08:21 am	(513) 357-4687	CINCINNATI, OH	AU	01:00	-
	08:21 am	(513) 357-4687	CINCINNATI, OH	AU	01:00	-
	08:29 am	(513) 489-8815	Incoming	AU	03:00	-
	08:31 am	(800) 947-5433	Toll Free Call	AU	02:00	-
	08:32 am	(800) 823-6053	Toll Free Call	AU	15:00	-
	08:34 am	(513) 777-4322	BETHANY, OH	AU	02:00	-
	08:41 am	(513) 866-9300	HAMILTON, OH	AU	01:00	-
	08:48 am	(513) 728-4331	CINCINNATI, OH	AU	07:00	-
	08:58 am	(513) 984-0300	CINCINNATI, OH	AU	03:00	-
	09:10 am	(513) 866-0055	HAMILTON, OH	AU	03:00	-
	09:11 am	(800) 789-1473	Toll Free Call	AU	04:00	-
	09:16 am	(800) 947-5433	Toll Free Call	AU	01:00	-
	09:16 am	(800) 947-5433	Toll Free Call	AU	03:00	-

513-984-0300
Hills Properties

Rate Type

AU Anytime/Plan Usage

CW Call Waiting

Call Details - (513) 306-8837 - Voice continues...

Exhibit R

Calls For Service Report				Call ID: P191940057		Printed: March 16, 2021	
1. Agency WCP		2. Person Received Complaint Day, Angie		3. Date/Time Received 07/13/2019 4. Time Dispatched 10:34		5. Time Arrived 10:39 6. Time Complete 10:47	
7. Case # -							
8. Nature Of Incident		CHECK ON THE WELFARE					
9. Location Of Incident		4899 DESTINATION CT, WEST_CHESTER OH					
10. Victim or Caller		KEVIN/MANAGER					
11. Classification		12. How Received 'PHONE' I/CAD CALL		13. Disposition CONTACT MADE		14. Officer Niehaus, Richard J	
						15. Date Submitted 07/13/2019	

Notes

FEMALE CALLED THE OFFICE AND LEFT A FEW MESSAGES THE OTHER NIGHT ABOUT POSSIBLE FBI SURVILLANCE AND OTHERS SPYING ON HER. SHE SOUNDED DISTRESSED.

*

THE CALLER JUST WALKED BY HER APT AND HEARD HER YELLING AND CRYING ABOUT MONEY.

HE WOULD LIKE A WELFARE CHECK

ROSALYND HOLMES

40 B/F

UNKNOWN TYPE OF CAR

*

CALLER WOULD LIKE THE OFFICER TO PLEASE STOP BY THE OFFICE AND SPEAK WITH HIM ABOUT THE FEMALE AFTER THE WELFARE CHECK. HE ALSO STATED THAT ROSALYND SEEMED AGGRESSIVE WHEN THEY HELPED HER MOVE IN A COUPLE OF MONTHS AGO.

** LOI search completed at 07/13/19 10:31:52.

** Recommended unit 1P51 for requirement PU NO SUPV(0) (>1.3 mi)

FEMALE APPEARS FINE

Exhibit S

DEC 15 2019

**AREA III COURT
BUTLER COUNTY, OHIO**

FILED

THE LANDINGS AT BECKETT RIDGE, LLC.
8251 LANDINGS DRIVE
CINCINNATI, OHIO 45269

Case No. **CV 1901594**

Plaintiff

COMPLAINT IN F.E.D.

Vs.

ROSALIND HOLMES, ET AL
4899 DESTINATION CT., APT #206
WEST CHESTER, OHIO 45069

Defendant(s)

FIRST CLAIM

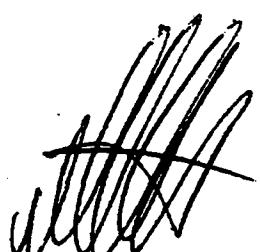
Plaintiff states that it is the agent of/ owner of the premises at 4899 Destination Ct., Apt. #206, West Chester, Butler County, Ohio;

1. That Defendant(s) entered said premises as a tenant of the Plaintiff;
2. That Plaintiff served Defendant(s) with a notice in writing, a copy of which is attached hereto and made a part hereof, described as Exhibit "A", on the 7th day of December, 2019;
3. That said tenancy expired on the 10th day of December, 2019, and from said time, Defendant(s) has/have unlawfully and forcibly detained Plaintiff from possession of said premises.

WHEREFORE, Plaintiff demands:

(A) Restitution and recovery of said premises;

By:



David D. Donnett (0022288)
Attorney for Plaintiff
1212 Sycamore Street, Suite 31-33
Cincinnati, Ohio 45202
(513) 421-4000

NOTICE TO LEAVE THE PREMISES

(For Residential Property, Only) *

To: Rosalind Holmes, and Et AL, Tenant:

You will please notice that we want you on or before the 9th of this month
to leave the premises you now occupy, and which you have rented of us,

The Landings at Beckett Ridge LLC situated and described as follows:
(Landlord)

4899 Destination Ct. Apt. 206

In, County of Butler and State of Ohio.

Grounds: **NON-PAYMENT**

**YOU ARE BEING ASKED TO LEAVE THE PREMISES.
IF YOU DO NOT LEAVE, AN EVICTION ACTION MAY
BE INITIATED AGAINST YOU. IF YOU ARE IN DOUBT
REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS
AS A TENANT, IT IS RECOMMENDED THAT YOU
SEEK LEGAL ASSISTANCE. "**

12/7/2019

The Landings at Beckett Ridge LLC
Landlord

8251 Landings Drive, West Chester, OH 45069
Landlord's Address

BUTLER COUNTY COURT, AREA III
9577 Beckett Rd - Suite 300
West Chester, Ohio 45069

The Landings At Beckett Ridge,
8251 Landings Drive
Cincinnati, Oh 45269

PLAINTIFF(S)

-VS-

Holmes, Rosalind
4899 Destination Ct., Apt #206
West Chester, Oh 45069

DEFENDANT(S)

Butler County
Area III Court

DEC 15 2019

FILED

: Case: CVG 1901594
:
: SUMMONS
: IN FORCIBLE ENTRY
: AND DETENTION WITH
: CLAIM FOR RENT
: (Rev. Code, Sec. 1901.18(A),
: 1923.05, .06, Civ Rule 4(B)
:

* * * * *

To The Above Named Defendant(s):

You have been named defendant(s) in a complaint, a copy of which accompanies this summons, filed in this Court, by the above named plaintiff(s). If the plaintiff has an attorney, the plaintiff's attorney is: David D Donnett
1212 Sycamore St., Ste. 36 Cincinnati, Oh 45202
Phone: (513) 421-4000

AS TO THE PLAINTIFF'S 1ST CLAIM:

You are hereby summoned to appear before this Court at the above address, on 01/08/2020 at 08:30 AM, to answer to plaintiff's request for an order for you and all other occupants to vacate the premises known as 4899 Destination Ct., Apt #206 West Chester, Oh 45. If you fail to appear and the plaintiff has complied with all the laws pertaining to evictions, the Court will issue an order directing all occupants to vacate the premises.

AS TO THE PLAINTIFF'S 2ND CLAIM:

As to the plaintiff(s) claim for unpaid rent and other claims, you are required to serve upon the plaintiff's attorney, or the plaintiff, if he has no attorney of record, a copy of an answer to the complaint within twenty-eight (28) days after service of this summons on you, exclusive of the day of service. Your answer must be filed with the Court within three (3) days after the service of copy of the answer on plaintiff or plaintiff's attorney, if applicable.

If you fail to appear and defend, judgment by default will be rendered against you for the relief demanded in the complaint.

Date: Dec 16, 2019

Clerk, Debbie Bolser

by Ballinger
Deputy Clerk

A COMPLAINT TO EVICT YOU HAS BEEN FILED WITH THIS COURT. NO PERSON SHALL BE EVICTED UNLESS HIS RIGHT TO POSSESSION HAS ENDED, AND NO PERSON SHALL BE EVICTED IN RETALIATION FOR THE EXERCISE OF HIS LAWFUL RIGHTS. IF YOU ARE DEPOSITING RENT WITH THE CLERK OF COURTS, YOU SHALL CONTINUE TO DEPOSIT SUCH RENT UNTIL THE TIME OF THE COURT HEARING. THE FAILURE TO CONTINUE DEPOSITING SUCH RENT MAY RESULT IN YOUR EVICTION. YOU MAY REQUEST A TRIAL BY JURY. YOU HAVE THE RIGHT TO SEEK LEGAL ASSISTANCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY CONTACT YOUR LOCAL LEGAL AID OR LOCAL SERVICE OFFICE. IF NONE IS AVAILABLE, YOU MAY CONTACT YOUR LOCAL BAR ASSOCIATION.

Exhibit T

8982 Cincinnati-Columbus Rd.
West Chester, Ohio 45069

- November 21, 2019

U. S. Department of Commerce
Office of the Inspector General
1400 Constitution Ave. N.W.
Washington, D. C. 20230

To Whom It May Concern:

My name is Rosalind Holmes and I am requesting that the Office of the Inspector General in Washington, D.C. investigate the F.B.I., U. S. Department of Justice, The City of Cincinnati, the State of Ohio, Office of Disciplinary Counsel Supreme Court of Ohio and any other state and local government that may have had involvement in the ongoing violation of my rights and illegal harassment.

Specifically, I believe my life will not be protected by federal, state and local authorities because my rights have been violated since approximately June 2014. In February 2015, I contacted former U.S. Congressman John Boehner's office, and President Barack Obama's office and I requested that an independent investigation be conducted by the U. S. Department of Justice and the F.B.I. I have enclosed copies of the letters and the response received from Congressman John Boehner's office.

To date, I have not received any information from the U. S. Department of Justice or the F.B.I. I believe that both agencies have been bias against me due the illegal activities on the part of the City of Cincinnati, State of Ohio and many others.

I am also requesting that the investigation be kept Confidential and that an independent agency without any connections or ties to the State of Ohio and the City of Cincinnati perform the Confidential investigation.

I have enclosed information and documentation that will assist with this investigation. The information enclosed is not all inclusive or an exhaustive report.

Once again, I would like to reinforce the importance of conducting an independent, Confidential investigation into this matter. I believe my life has been ruined and I know that further harm to my life is at risk.

Please use the enclosed return envelope to advise of your receipt of this letter and enclosed documentation.

Thank you for your time and attention to this matter.

Sincerely,

Porcelain Holmes

I am using a different address to receive my mail because I know my mail is monitored and the FBI and my landlord have cameras in my apartment to conduct an illegal surveillance. In addition, they have involved the City of Cincinnati and others to participate in the illegal surveillance. They have done everything in their power to prevent me from obtaining a lawyer to fight for my rights. Every lawyer that I have contacted starts helping me and then stops without justification.

I was recently terminated from Georgia Pacific after working less than three weeks. I believe the FBI and the City of Cincinnati were involved in my termination as well as it was discriminatory. I have filed a formal complaint with the Ohio Civil Rights Commission and

the U.S. Equal Employment Opportunity Commission. I would like the office of the Inspector General to oversee the handling of my complaint. I have enclosed a copy of my complaint and I would like the Office of the Inspector General to perform an investigation into this matter.

I will continually stress the importance of conducting an exhaustive, confidential, independent, objective investigation into my concerns. It is important that the agency investigating this matter be independent, objective and that they have no connection or ties to any federal, state, or local government agencies located in Ohio whatsoever.

Thank you,

Rosalind Holmes

Exhibit U



Rosalind Holmes <holmesrrh48@gmail.com>

The Landings- Late Rent Follow Up

1 message

Landings at Beckett Ridge <landings@hillsproperties.com>
To: "holmesrrh48@gmail.com" <holmesrrh48@gmail.com>

Thu, Dec 26, 2019 at 6:03 PM

Hello Rosalind,

I am needing to follow up with you about the December rent. It is getting very late in the month and I want to make sure you are aware of the late rent process in its entirety. At this time, the December balance and January rent will need to be paid in full to cancel the eviction process. The total balance is \$3,156.82 (\$1,721.82 December Balance + \$1,435 January Rent & Washer/Dryer) and will need to be paid in cashiers check or money order only. Do you have a date you plan on being able to pay the balance in full? Also if rent is not paid before January 6th, then the January late fee of \$150 will be added to the balance.

Please keep in mind that eviction court is scheduled for January 8th. If the above balance is not paid before eviction court we will be unable to accept rent after that morning and will have to continue with the eviction process.

Let us know if there are any questions you have and an intended date to pay rent.

Best,

Jenn Taylor

Property Manager | The Landings at Beckett Ridge
8251 Landings Drive
West Chester, OH 45069
513-275-3118
www.landingsapts.co

Exhibit V

CVG1901594

Butler County
Area III Court

JAN 07 2020

FILED

To Whom It May Concern:

I am respectfully requesting an extension of time be granted until after I can have surgery on my gallbladder. On January, 6, 2020, I received a referral from Dr. Jeremy Bruce, PCP to a General Surgeon Dr. William B. Crafton. An initial appointment has been scheduled on 01/30/2020. I have tried to obtain an earlier appointment but all of the surgeons are booked until the last week of January. I am requesting at least a 30-day extension of time but I will accept any extension of time that the judge is willing to grant.

I understand that the extension of time is usually granted in increments of 7-days and I am requesting additional time due to unforeseen circumstances that I have no control over. Please see the attached documentation.

Thanks,


Rosalind Holmes

AFTER VISIT SUMMARY

Rosalind Holmes R. Holmes DoB: 7/7/1979

1/6/2020 2:00 PM  The Christ Hospital Physicians - Primary Care, Mt. Auburn 513-585-2393

Instructions from Jeremy E. Bruce, MD



AMB REFERRAL TO GENERAL SURGERY (William B. Crafton, MD)

Address: 2123 Auburn Ave. Suite 242 Cincinnati OH 45219
Phone: 513-723-9000
Multiple visits requested



Labs ordered today IRON STUDIES (FE + TIBC + SAT) Complete as directed

VITAMIN D 25 HYDROXY TOTAL
Complete as directed

Today's Visit



You saw Jeremy E. Bruce, MD on Monday January 6, 2020. The following issues were addressed: Gall bladder pain, Vitamin D deficiency, and Iron deficiency.



Blood Pressure
130/72



BMI
35.15



Weight
238 lb



Height
5' 9"



Pulse
73



Respiration
12



Oxygen Saturation
98%

What's Next

You currently have no upcoming appointments scheduled.

Allergies

Triptans-5-HT1 Antimigraine Agents

Other (See Comments)

Severe hypertension

Dye

Diarrhea, Nausea And Vomiting

Patient states it is the oral contrast for testing

Other

Oral sedatives

Sumatriptan

Current Immunizations

Name	Date
Hepatitis A - Adult	6/10/2019
INFLUENZA	10/2/2018

MyChart

View your After Visit Summary and more online at <https://www.thechristhospitalmychart.com/mychart/>.

Name: Rosalind Holmes R Holmes | DOB: 7/7/1979 | MRN: 04014476 | PCP: Jeremy E. Bruce, MD

Message Center

Mychart, Generic

01/06/2020 03:28 PM

Appointment Scheduled

Appointment Information:

Visit Type: New Patient Visit

Date: 1/30/2020

Dept: The Christ Hospital Physicians - General Surgery, Mt
Auburn

Provider: William B. Crafton

Time: 3:15 PM

Length: 30 min

Appt Status: Scheduled

Appt Instructions:

Please ensure the phone number you entered is accurate. We will call you to confirm your appointment. If we're unable to contact you, we will cancel your appointment so that we may accommodate other patients.

You cannot reply to a message generated by the system.

Oldest message loaded from 7/10/2019

MyChart® licensed from Epic Systems Corporation © 1999 - 2019-MYC2

BUTLER COUNTY COURT, AREA III
9577 Beckett Rd - Suite 300
West Chester, Ohio 45381
Butler County
Area III Court

The Landings At Beckett Ridge,

-VS-
Holmes, Rosalind

JAN 08 2020

FILED

: Case: CVG 1901594
:
:
: **FORCIBLE ENTRY**
: **DETAINER ACTION**

This matter came on for hearing on the Plaintiff/Landlord's (hereinafter referred to as landlord) first cause of action on 01/08/2020 .

The court finds that all Defendants/Tenants (hereinafter referred to as tenant) have been properly served within the time, and in the manner, prescribed by law and that all parties were properly notified of the date and time of this hearing.

_____ The landlord having failed to appear this cause is hereby dismissed without prejudice. _____

_____ The landlord having failed to prove the allegations of the complaint by the required degree of proof, this case is hereby dismissed. _____

_____ The tenant has failed to file a responsive pleading and having failed to appear at this hearing they are in default and the allegations contained in landlord's complaint are therefore admitted by the tenant to be true. _____

_____ The landlord and tenant having both appeared and after considering the pleadings and testimony of the parties and witnesses, if any, and exhibits, if any, the court finds:

_____ That the tenant was served with the notice required by ORC section 1923.04 at least three days prior to the filing of the complaint herein and that the landlord is entitled to restitution of the premised due to:

_____ The tenant's failure to timely pay rent that was due.

X CONT REQ 0 over IT'S OBJ - 1 week only 1-15-20 8:30

_____ In favor of the tenant and orders the case dismissed with costs to the landlord.

_____ The case is hereby dismissed at the request of the plaintiff.

It is therefore ordered that the tenant vacate the premises by the _____ day of _____, _____ by _____ AM/PM

It is further ordered that a hearing on the plaintiff's second cause of action is set for _____ day of _____, _____ at _____ AM/PM

DR
Magistrate

THIS IS A FINAL APPEALABLE ORDER OF THE COURT.

Daniel E. Haughey
Judge, Daniel E. Haughey

Exhibit W

Save this Copy
for your records.



32590476

CASHIER'S CHECK - Customer Receipt

January 14, 2020

Pay to the

Order of: THE LANDINGS***

\$*****3,500.00

Amount: THREE THOUSAND FIVE HUNDRED 00/100 US DOLLARS

Memo:

Purchased by: ROSALIND R HOLMES

Transaction #: 7913540

Cost Center: 8324

Method of Purchase: Cash/Check

NON-NEGOTIABLE

The purchase of a Surety Bond may be required before any Cashier's Check on this bank will be replaced or refunded in the event it is lost, misplaced, or stolen.

Exhibit X

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BUTLER COUNTY AREA 3 COURT

BUTLER COUNTY, OHIO

- - -

THE LANDINGS OF BECKETT)	
RIDGE,)	
)	
Plaintiff,)	
)	CASE NO:CVG1901594
vs.)	
)	
ROSALIND HOLMES,)	
)	
Defendant.)	

- - -

TRANSCRIPT OF PROCEEDINGS

- - -

APPEARANCES:

Andrew Heyman, Esq.
On behalf of the Plaintiff.

Pro Se, Esq.
On behalf of the Defendant.

BE IT REMEMBERED that upon the hearing
of this cause, on January 15th, 2020, before
Magistrate Fred Miller, a said magistrate of the
said court, the following proceedings were had.

1 January 15th, 2020 at 8:35:29

2 THE COURT: Landings at Beckett
3 Ridge versus Rosalind Holmes.

4 UNIDENTIFIED MAN: Is this your
5 case, ma'am?

6 THE DEFENDANT: They said Rosalind
7 Holmes.

8 THE COURT: Ma'am, are you
9 contesting this?

10 THE DEFENDANT: Yes, because I have
11 the \$3500.

12 THE COURT: Is everybody ready? Do
13 you solemnly swear to tell the truth, the
14 whole truth and nothing but the truth so
15 help you God?

16 THE DEFENDANT: I do.

17 THE COURT: Let me get some
18 testimony and then you can tell me
19 whatever you want.

20 MR. HEYMAN: Andrew Heyman for
21 plaintiff. State your name for the
22 record.

23 MS. TAYLOR: Jennifer Taylor.

24 THE COURT: Ms. Taylor, you are the
25 agent for the owner of the premises which

1 Ms. Holmes resides?

2 MS. TAYLOR: I am.

3 MR. HEYMAN: And that address is
4 4899 Destination Court, Unit 206?

5 MS. TAYLOR: Yes.

6 MR. HEYMAN: Ms. Holmes, is behind
7 in her rent?

8 MS. TAYLOR: Yes.

9 MR. HEYMAN: As a result of her
10 being behind in her rent, you served upon
11 her or the premises stated
12 (indiscernible) the notice that I showed
13 you that is attached to the complaint?

14 MS. TAYLOR: Yes.

15 MR. HEYMAN: How did you serve that
16 notice?

17 MS. TAYLOR: To her door.

18 MR. HEYMAN: Any rents been
19 accepted since the service of that
20 notice?

21 MS. TAYLOR: No.

22 MR. HEYMAN: Is she still occupying
23 the premises?

24 MS. TAYLOR: Yes.

25 MR. HEYMAN: You want her out of

1 the premises?

2 MS. TAYLOR: Yes.

3 MR. HEYMAN: Nothing further.

4 THE COURT: Ma'am, what do you want
5 to tell me?

6 THE DEFENDANT: I went there
7 yesterday and I tried to pay my rent and
8 I handed them a cashier check for \$3500.

9 THE COURT: Is that how much you
10 owe?

11 THE DEFENDANT: Yes. It's more than
12 what I owe and they would not accept it.

13 THE COURT: Are you willing to work
14 with her?

15 MS. TAYLOR: We are not at this
16 time. We had sent an email on the 23rd
17 of the month explaining how much was due
18 before January 8th, the original court
19 date and asked that it be paid before
20 then and other words after that date we
21 would not be accepting rent.

22 THE COURT: Were you supposed to be
23 in court before?

24 MR. HEYMAN: There was a
25 continuation, Your Honor, it was a

1 continuance over our objection.

2 MS. TAYLOR: And we had not
3 received rent before the 8th.

4 THE COURT: Well, you had the
5 gallbladder resolved?

6 THE DEFENDANT: Uh-huh.

7 THE COURT: So you weren't here?

8 THE DEFENDANT: Right.

9 MR. HEYMAN: Again, Your Honor, the
10 breach occurred before January so the
11 notice was served in December.

12 THE COURT: Ma'am, I can't make
13 them work with you. Many landlords do.
14 For whatever reason, they don't want to.
15 You haven't paid the rent, so I do have
16 to order that you leave.

17 THE DEFENDANT: Okay. How much
18 time do I have?

19 THE COURT: Normally I give a week
20 and because you had a continuance already
21 I do normally give a couple days, but I
22 also understand you've got a situation.
23 So I'm going to next Friday, which today
24 is what, today's date?

25 MR. HEYMAN: Today is the 15th.

1 THE COURT: Give you until the
2 24th. Do you want a second cause?

3 MR. HEYMAN: No, Your Honor.

4 THE COURT: Okay. Till next
5 Friday. Thank you.

6 PROCEEDINGS CONCLUDED

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CERTIFICATE

I, Linda M. Tuttle, RMR, CRR, the undersigned, a freelance court reporter, for Butler County Court do hereby certify that, I recorded in stenotype via audio recording and thereafter transcribed the within six pages, and that the foregoing transcript of proceedings is a true, complete, and accurate transcript of my said stenotype notes via audio recording to the best of my ability.

IN WITNESS WHEREOF, I hereunto set my hand this 24th day of January 2019.

Linda Tuttle

LINDA M. TUTTLE, RMR, CRR
Freelance Court Reporter
Butler County, Ohio

Exhibit Y

BUTLER COUNTY, OHIO

— — —

Defendant.

CASE NO: CVG1901594

— — —

TRANSCRIPT OF PROCEEDINGS

— — —

David Donnett, Esq.
On behalf of the Plaintiff.

Pro Se, Esq.
On behalf of the Defendant.

BE IT REMEMBERED that upon the hearing of this cause, on February 14th, 2020, before Honorable Dan Haughey, a said judge of the said court, the following proceedings were had.

1 February 14th, 2020 at 9:12:18

2 THE COURT: We are here on the
3 plaintiff's objection.

4 MR. DONNETT: Correct.

5 THE COURT: Mr. (indiscernible)
6 looking at your objection filed and
7 reading the transcript that has been
8 provided, what guidance or arguments
9 would you like to argue? Are you Ms.
10 Holmes?

11 MS. HOLMES: Yes, I am.

12 THE COURT: What would you like to
13 bring to the Court's attention while I
14 review those documents?

15 MS. HOLMES: Well, I have written a
16 letter of objection and I referred to
17 Ohio Revised Code 5321.02A. Actually do
18 you have my letter of objection?

19 THE COURT: I do.

20 MS. HOLMES: When you're asking for
21 guidance, are you asking for the law?

22 THE COURT: I can't really tell you
23 how objection hearings work. The trial
24 has already been conducted. I deal with
25 denovo (indiscernible) of the trial and

1 make an independent judgement from the
2 magistrate based upon what took place,
3 based upon what was in the transcript.
4 So the oral objection hearing is your
5 opportunity to give me whatever. I have
6 got the written file and you are welcome
7 to say -- to just review the written
8 file.

9 MS. HOLMES: Yes, please just
10 review it.

11 THE COURT: We have these hearings
12 so that either a litigant or counsel
13 could let the Court know about what the
14 issues are that they are trying to flag
15 or address. So, yes, I have your
16 objection filing and, yes, I have the
17 transcript of proceedings. And I'll be
18 reviewing both of those and assess those
19 as a judge what the decision should be.
20 So do you have anything other than what
21 you have filed that you want to bring to
22 the Court's attention?

23 MS. HOLMES: No.

24 MR. DONNETT: In response your
25 Honor, two things. One is I think the

1 objections are mute. We have executed on
2 the writ so Ms. Homes is no longer on the
3 property. I would also mention the first
4 time we heard about this was when we got
5 the notice. We were not served with a
6 copy of the objections, but in spite of
7 that, Ms. Holmes relies on 5321.02.

8 And I think if I read her
9 attachments correctly, what she's arguing
10 is that once she has made a complaint to
11 some governmental agency, and she's
12 attached this letter dated November 21st
13 to the U.S. Department of Commerce, she
14 is relying on the issue that we cannot
15 file an eviction. 5321.03 says in spite
16 of 5321.02 there are exceptions when we
17 can. One is hold over tenancy; two, most
18 importantly in this case is non-payment
19 of rent.

20 Ms. Holmes was given time. She
21 filed for continuance. She was granted a
22 continuance. She appeared at the
23 hearing. Evidence was put on as to the
24 nonpayment of rent. The magistrate ruled
25 in our favor.

1 At this point the case is over.
2 There is no second cause pending and
3 there's been no counterclaim filed. And
4 she's no longer on the property. Now,
5 again, since I have only found out about
6 this when we got the notice of the
7 hearing, if the Court would like me to
8 submit something in writing, I am quite
9 prepared to do so.

10 THE COURT: Well, I'll certainly,
11 counsel, if you prefer --

12 MR. DONNETT: Well, just for the
13 record I think I would do that, but I
14 will do it very quickly.

15 THE COURT: When do you want to
16 submit it?

17 MR. DONNETT: I could have it to
18 you by Tuesday.

19 THE COURT: That would be fine.

20 MR. DONNETT: And I mean basically
21 it is just going to say what I just said,
22 but at least we got the record preserved.

23 THE COURT: I certainly appreciate
24 that. The Court will expect to see that
25 filed on Tuesday. I will review all of

1 the documents, and I will issue a
2 decision to the parties by the end of
3 next week.

4 MR. DONNETT: And we will point
5 this out in the writing, it appears that
6 the complaint she has against -- I mean,
7 against Landings is something about
8 surveillance cameras being placed in her
9 apartment and that just never occurred.

10 THE COURT: The Court will read the
11 documents. And look for that last filing
12 on Tuesday. And as I said, I will have a
13 written decision out by Friday of this
14 week.

15 MR. DONNETT: Thank you, Your
16 Honor.

17 MS. HOLMES: I have something else
18 to say. I have additional information
19 that I would like to submit. This has
20 been an ongoing thing that's been going
21 on for many years in my life. I have
22 been harassed by the United States
23 government for at least seven years. I
24 have written the congressmen. I have
25 written the senator. I have contacted

1 the U.S. Department of Justice. It all
2 transpired after I filed a legitimate
3 lawsuit for race discrimination against
4 the City of Cincinnati. I have been
5 tracked and monitored by the FBI, the
6 City of Cincinnati and State of Ohio for
7 at least seven years, not only in Ohio.
8 I have traveled to other states where I
9 have been tracked and monitored.

10 And in another state I did find a
11 spy camera, okay, so this is something
12 that really is going on, and I am
13 prepared to present all of my
14 documentation. Some of the documentation
15 may be irrelevant to the landings, but it
16 will provide an overall explanation of
17 why I did file a complaint against the
18 Landings with the Ohio Department of
19 Commerce, and why I did contact the
20 Landings regarding surveillance. That
21 was in my apartment.

22 THE COURT: Ma'am, with respect to
23 the evidence that was presented, the
24 trial has taken place, I'm not -- I'm not
25 relitigating the case. I will read the

1 transcript of the proceedings that was
2 already conducted along with the
3 objection filings and make a decision.
4 (indiscernible)

5 MS. HOLMES: Okay. So I can't
6 offer any additional information?

7 THE COURT: The evidence -- I'm
8 confined to the evidence that was
9 presented at the trial.

10 MS. HOLMES: Okay. All right.

11 MR. DONNETT: I would only respond,
12 Your Honor, we've never heard from the
13 Ohio Department of Commerce. Thank you.

14 THE COURT: I will be reviewing the
15 transcript.

16 MS. HOLMES: It wasn't the Ohio
17 Department of Congress. It was the
18 United States Department of Inspector
19 General that I contacted.

20 MR. DONNETT: Okay.

21 THE COURT: Ms. Holmes, I'm
22 certainly -- I'm only dealing with the
23 issue as it applies to the Landings
24 eviction procedure. That's what I'm
25 dealing with and the transcript is what I

1 will be reviewing making a decision.

2 MR. DONNETT: Thank you, Your
3 Honor.

4 THE COURT: Thank you to both
5 parties.

6 MS. HOLMES: Bye.

7 PROCEEDINGS / CONCLUDED AT 9:19:50.

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1 CERTIFICATE

2 I, Linda M. Tuttle, RMR, CRR, the
3 undersigned, a freelance court reporter, for
4 Butler County Court do hereby certify that, I
5 recorded in stenotype via audio recording and
6 thereafter transcribed the within nine pages,
7 and that the foregoing transcript of proceedings
8 is a true, complete, and accurate transcript of
9 my said stenotype notes via audio recording to
10 the best of my ability.

11 IN WITNESS WHEREOF, I hereunto set my
12 hand this 10th day of March 2020.

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17 LINDA M. TUTTLE, RMR, CRR
18 Freelance Court Reporter
19 Butler County, Ohio
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Exhibit Z

BUTLER COUNTY COURT, AREA III
9577 Beckett Rd - Suite 300
West Chester, Ohio 45069

The Landings At Beckett Ridge,

Butler County
Area III Court

: Case: CVG 1901594

-VS-

Holmes, Rosalind

JAN 15 2020

:
:
: FORCIBLE ENTRY
: DETAINER ACTION

* * * * * FILED *

This matter came on for hearing on the Plaintiff/Landlord's (hereinafter referred to as landlord) first cause of action on 01/15/2020 .

The court finds that all Defendants/Tenants (hereinafter referred to as tenant) have been properly served within the time, and in the manner, prescribed by law and that all parties were properly notified of the date and time of this hearing.

_____ The landlord having failed to appear this cause is hereby dismissed without prejudice. _____

_____ The landlord having failed to prove the allegations of the complaint by the required degree of proof, this case is hereby dismissed. _____

_____ The tenant has failed to file a responsive pleading and having failed to appear at this hearing they are in default and the allegations contained in landlord's complaint are therefore admitted by the tenant to be true. _____

X
_____ The landlord and tenant having both appeared and after considering the pleadings and testimony of the parties and witnesses, if any, and exhibits, if any, the court finds:

X
_____ That the tenant was served with the notice required by ORC section 1923.04 at least three days prior to the filing of the complaint herein and that the landlord is entitled to restitution of the premises due to:

X
_____ The tenant's failure to timely pay rent that was due.

_____ In favor of the tenant and orders the case dismissed with costs to the landlord.

_____ The case is hereby dismissed at the request of the plaintiff.

It is therefore ordered that the tenant vacate the premises by the 24 day of JAN, 2020 by NOON AM/PM

It is further ordered that a hearing on the plaintiff's second cause of action is set for _____ day of _____, _____ at _____ AM/PM


Magistrate

THIS IS A FINAL APPEALABLE ORDER OF THE COURT.


Judge, Daniel E. Haughey

Exhibit AA

Letter of Objection Case# CVG 1901594

JAN 22 2020

FILED

Plaintiff: The Landings at Beckett Ridge, LLC.
8251 Landings Blvd
West Chester, Ohio

Defendant: Rosalind Holmes
4899 Destination Court, Apt 206
West Chester, Ohio

I respectfully object to the judgement of the eviction and I am requesting that it be vacated based upon the legal grounds described below.

Ohio Revised Code Section 5321.02(A) states that a landlord may not retaliate against a tenant by increasing the tenant's rent, decreasing services that are due to the tenant, or bringing or threatening to bring an action for possession of the tenant's premises because:

- (1) The tenant has complained to an appropriate governmental agency of a violation of a building, housing, health, or safety code that is applicable to the premises, and the violation materially affects health and safety;
- (2) The tenant has complained to the landlord of any violation of section 5321.04 of the Revised Code; or
- (3) The tenant joined with other tenants for the purpose of negotiating or dealing collectively with the landlord on any of the terms and conditions of a rental agreement.

1. I engaged in a protected activity covered by R.C.5321.02
2. The Landings at Beckett Ridge, LLC knew about my reports to an appropriate governmental agency covered by R.C. 5321.02.
3. The Landings at Beckett Ridge, LLC., brought an eviction action against me in Area III Court, Butler County, Ohio.
4. There was a causal link between my complaints and the eviction action by The Landings.

Both (1) and (2) of ORC 5321.02 apply to this case. On November 21, 2019, I wrote a letter to the U.S. Department of Commerce, Office of Inspector General in Washington, DC complaining that the Landings had placed an illegal surveillance in my apartment. (Exhibit A, see highlighted text) In my letter, I requested an investigation into this illegal behavior. Prior to making the report to the Office of

the Inspector General, I contacted Regina at Hills Properties in Blue Ash, Ohio, and Jenn Taylor, Property Manager at The Landings and I explained my concerns about the illegal surveillance. Both Regina and Jenn Taylor refused to address my legitimate concerns.

On December 15, 2019, I was served a copy of an eviction brought against me by The Landings at Beckett Ridge, LLC. (Exhibit B) On December 26, 2019, I received a letter from Jenn Taylor stating that she was willing to accept rent up until the date of eviction court. (Exhibit C) On January 14, 2020, I entered the rental office and presented a cashier check in the amount of \$3,500.00. (Exhibit D) The office staff refused to accept the check. On January 15, 2020, I arrived at Area III Court in Butler County, Ohio and staff representation refused to accept the rent in the amount of \$3,500.00.

I have reviewed The Landings evictions Court records on file with the Area III Court, in Butler County, Ohio and a substantial if not all of the Landings Eviction filings against former or current tenants result in dismissal after satisfaction of the balance. I believe that I'm being singled out or treated differently than former or current tenants who did not complain of activity covered by R.C. 5321.02.

In addition, The Landings has always worked it out with me regarding late rent in the past. I believe that The Landings past behavior in working late rent payments out with me and others is a factor that should be considered in determining if the eviction judgement should be vacated.

In addition, Ohio Revised Code Section 5321.02(B) provides:

(B) If a landlord acts in violation of division (A) of this section the tenant may:

- (1) Use the retaliatory action of the landlord as a defense to an action by the landlord to recover possession of the premises;
- (2) Recover possession of the premises; or
- (3) Terminate the rental agreement.

In addition, the tenant may recover from the landlord any actual damages together with reasonable attorneys' fees.

Due to The Landings retaliatory eviction, I have incurred monetary damages that I would like to recover expeditiously. I am also requesting additional time, assistance and monetary damages to move out. This is not all inclusive of the actual damages and I am willing to provide a list of the monetary damages if the Court requires this information.

Respectfully,

A handwritten signature in black ink that reads "Rosalind Holmes". The signature is written in a cursive, flowing style.

Rosalind Holmes

Exhibit A

8982 Cincinnati-Columbus Rd.
West Chester, Ohio 45069

November 21, 2019

U.S. Department of Commerce
Office of the Inspector General
1401 Constitution Ave. NW
Washington, D.C. 20230

To Whom It May Concern:

My name is Rosalind Holmes and I am requesting that the Office of the Inspector General in Washington, D.C. investigate the FBI, U.S. Department of Justice, The City of Cincinnati, the State of Ohio, Office of Disciplinary Counsel, Supreme Court of Ohio and any other state and local government that may have had involvement in the ongoing violation of my rights and illegal harassment.

Specifically, I believe my life will not be protected by federal, state and local authorities because my rights have been violated since approximately June 2014. In February 2015, I contacted former U.S. Congressman John Boehner's office, and President Barack Obama's office and I requested that an independent investigation be conducted by the U.S. Department of Justice and the FBI. I have enclosed copies of the letters and the response received from Congressman John Boehner's office.

To date, I have not received any information from the U.S. Department of Justice or the FBI. I believe that both agencies have been bias against me due the illegal activities on the part of the City of Cincinnati, State of Ohio and many others.

I am also requesting that the investigation be kept Confidential and that an independent agency without any connections or ties to the State of Ohio and the City of Cincinnati perform the Confidential investigation.

I have enclosed information and documentation that will assist with this investigation. The information enclosed is not all inclusive or an exhaustive report.

Once again, I would like to reinforce the importance of conducting an independent, Confidential investigation into this matter. I believe my life has been ruined and I know that further harm to my life is at risk.

Please use the enclosed return envelope to advise of your receipt of this letter and enclosed documentation.

Thank you for your time and attention to this matter.

Sincerely,

Rosalind Holmes

I am using a different address to receive my mail because I know my mail is monitored and the FBI and my landlord have cameras in my apartment to conduct an illegal surveillance. In addition, they have involved the City of Cincinnati and others to participate in the illegal surveillance. They have done everything in their power to prevent me from obtaining a lawyer to fight for my rights. Every lawyer that I have contacted starts helping me and then stops without justification.

I was recently terminated from Georgia Pacific after working here for three weeks. I believe the FBI and the City of Cincinnati were involved in my termination as well as it was discriminatory. I have filed a formal complaint with the Ohio Civil Rights Commission and

the U.S. Equal Employment Opportunity Commission. I would like the office of the Inspector General to oversee the handling of my complaint. I have enclosed a copy of my complaint and I would like the Office of the Inspector General to perform an investigation into this matter.

I will continually stress the importance of conducting an exhaustive, confidential, independent, objective investigation into my concerns. It's important that the agency investigating this matter be independent, objective and that they have no connection or ties to any federal, state, or local government agencies located in Ohio whatsoever.

Thank you,

Rosalind Holmes

Exhibit A

DEC 16 2019
FILED

**AREA III COURT
BUTLER COUNTY, OHIO**

THE LANDINGS AT BECKETT RIDGE, LLC.
8251 LANDINGS DRIVE
CINCINNATI, OHIO 45269

Case No. CV 61901594

Plaintiff

COMPLAINT IN F.E.D.

Vs.

ROSALIND HOLMES, ET AL
4899 DESTINATION CT., APT #206
WEST CHESTER, OHIO 45069

Defendant(s)

FIRST CLAIM

Plaintiff states that it is the agent of/ owner of the premises at 4899 Destination Ct., Apt. #206, West Chester, Butler County, Ohio;

1. That Defendant(s) entered said premises as a tenant of the Plaintiff;
2. That Plaintiff served Defendant(s) with a notice in writing, a copy of which is attached hereto and made a part hereof, described as Exhibit "A", on the 7th day of December, 2019;
3. That said tenancy expired on the 10th day of December, 2019, and from said time, Defendant(s) has/have unlawfully and forcibly detained Plaintiff from possession of said premises.

WHEREFORE, Plaintiff demands:

(A) Restitution and recovery of said premises;

By: 

David D. Donnett (0022288)
Attorney for Plaintiff
1212 Sycamore Street, Suite 31-33
Cincinnati, Ohio 45202
(513) 421-4000

NOTICE TO LEAVE THE PREMISES

(For Residential Property, Only) *

To: Rosalind Holmes, and Et AL, Tenant

You will please notice that we want you on or before the 9th of this month to leave the premises you now occupy, and which you have rented of us,

The Landings at Beckett Ridge LLC situated and described as follows:
(Landlord)

4899 Destination Ct. Apt. 206

In, County of Butler and State of Ohio.

Grounds: **NON-PAYMENT**

**YOU ARE BEING ASKED TO LEAVE THE PREMISES.
IF YOU DO NOT LEAVE, AN EVICTION ACTION MAY
BE INITIATED AGAINST YOU. IF YOU ARE IN DOUBT
REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS
AS A TENANT, IT IS RECOMMENDED THAT YOU
SEEK LEGAL ASSISTANCE. ***

12/7/2019

The Landings at Beckett Ridge LLC
Landlord

8251 Landings Drive, West Chester, OH 45069
Landlord's Address

Exhibit B

The Landings- Late Rent Follow Up

1 message

Landings at Beckett Ridge <landings@hillsproperties.com>
To: "holmesrrh48@gmail.com" <holmesrrh48@gmail.com>

Thu, Dec 26, 2019 at 6:03 PM

Hello Rosalind,

I am needing to follow up with you about the December rent. It is getting very late in the month and I want to make sure you are aware of the late rent process in its entirety. At this time, the December balance and January rent will need to be paid in full to cancel the eviction process. The total balance is \$3,156.82 (\$1,721.82 December Balance + \$1,435 January Rent & Washer/Dryer) and will need to be paid in cashiers check or money order only. Do you have a date you plan on being able to pay the balance in full? Also if rent is not paid before January 6th, then the January late fee of \$150 will be added to the balance.

Please keep in mind that eviction court is scheduled for January 8th. If the above balance is not paid before eviction court we will be unable to accept rent after that morning and will have to continue with the eviction process.

Let us know if there are any questions you have and an intended date to pay rent.

Best,

Jenn Taylor

Property Manager | The Landings at Beckett Ridge
8251 Landings Drive
West Chester, OH 45069
513-275-3118
www.landingsapts.co

Exhibit BB



THE LANDINGS

AT BECKETT RIDGE

Date: 1/28/2020

To: Rosalind Holmes
4899 Destination Ct. #206
West Chester, OH 45069

Apt: 4899-206

Dear Resident,

Enclosed please find your Final Account Statement. We have listed and explained all charges made to your account and withheld from your security deposit.

Payment is due within 30 days from the post marked date on the envelope.


To pay with a check or money order, please drop off or mail funds to the leasing office and make funds payable to:

Landings at Beckett Ridge
8251 Landings Dr
West Chester, OH 45069-6769

Should you have any questions or need any assistance, please feel free to contact me at (513) 860-1771 and best wishes in your new home.

Please reply promptly and be informed that if a balance remains 90 days after move out, your account will automatically be filed with National Credit Systems, Inc., a collections agency that will make every attempt to collect a debt by a debt collector.

Sincerely,


Jennifer Taylor
Community Manager
Landings at Beckett Ridge

Cc: Resident File
Corporate

Attachment



8251 Landings Drive • West Chester, OH 45069 • P: 513-275-3118 • F: 513-860-3771



Move Out Statement

Date: 01/28/2020

Code	10018481	Property	4217Br	Lease From	07/02/2019
Name	Rosellind Holmes	Unit	4899206	Lease To	07/15/2020
Address	4899 Destination Ct. Apt. 206	Status	Past	Move In	07/02/2019
		Rent	1,385.00	Move Out	01/24/2020
City	West Chester, OH 45069			Notice	12/11/2019
Telephone	(0)-() - (0)-() -				

Date	Description	Charge	Payment	Balance	Chg/Rac
	Balance as of 1/01/2020			1,721.82	
01/01/2020	Water/Sewer Usage From 11-01-2019 to 11-30-2019	27.95	0.00	1,749.77	1294440
01/01/2020	WASHER / DRYER RENTAL CHARGES (01/2020)	50.00	0.00	1,799.77	1304090
01/01/2020	BASE RENT (01/2020)	1,385.00	0.00	3,184.77	1304192
01/06/2020	LATE FEE	150.00	0.00	3,334.77	1309650
01/24/2020	:DEPOSIT credit	-99.00	0.00	3,235.77	1313110
01/24/2020	BASE RENT (01/2020) Credit 7 days	-312.74	0.00	2,923.03	1313111
01/24/2020	WASHER / DRYER RENTAL CHARGES (01/2020) Credit 7 days	-11.29	0.00	2,911.74	1313112
01/24/2020	Charge rent thru end of lease term due to eviction 1/25 - 7/15/20	7,907.90	0.00	10,819.64	1313113
01/24/2020	Re-Letting Fee - turned in keys before lease end 7/15/20	200.00	0.00	11,019.64	1313114
01/28/2020	Water/Sewer Usage From 12-01-2019 to 12-31-2019	33.35	0.00	11,052.99	1312899
01/28/2020	Water/Sewer Usage From 01-01-2020 to 01-24-2020	23.39	0.00	11,076.38	1312900
01/28/2020	Utility Fee Usage From 01-01-2020 to 01-24-2020	3.50	0.00	11,079.88	1312901

Exhibit CC

BUTLER COUNTY AREA III COURT
West Chester, Ohio 45069
(513) 867-5070

MAR 04 2020

FILED

THE LANDINGS AT BECKETT RIDGE: Case No. CVG1901594

Plaintiff, :

vs. :

ROSALIND HOLMES, et al. :

Defendants. :

DECISION AND ENTRY

(FINAL APPEALABLE ORDER)

This matter came on pursuant to objections to the Magistrate's Decision filed by Rosalind Holmes, in which the magistrate ordered Rosalind Holmes to vacate the premises due to non-payment of rent. The Landings At Becket Ridge, through counsel, has opposed the objections.

The parties do not dispute that Holmes has already vacated the premises pursuant to the magistrate's decision. It is well settled law that when a tenant vacates the premises pursuant to an eviction action, any further proceedings are moot. "Once the landlord has been restored to the property, the [result of the] forcible entry and detainer action becomes moot because, having been restored to the premises, there is no further relief that may be granted." *Tenancy, LLC. v. Roth*, 5th Dist., 2019-Ohio-4042, ¶29.

Accordingly, because Holmes is no longer living on the premises, there is no relief that this court can provide her. Her objections are hereby OVERRULED, and the Magistrate's Decision will stand as an order of the court.



Judge Dan Haughey

cc: Dave Donnett, Esq.
Rosalind Holmes

✓ A copy of the Decision of Magistrate in the above-captioned matter was mailed to Plaintiff and Defendant this 4 day of March, 2020.

J. Ballinger
Deputy Clerk

Exhibit DD

FILED

IN THE COURT OF APPEALS

2020 DEC 28 AM 10:57 TWELFTH APPELLATE DISTRICT OF OHIO

**MARY L. SWAIN
BUTLER COUNTY
CLERK OF COURTS**

BUTLER COUNTY

THE LANDINGS AT BECKETT RIDGE, : **CASE NO. CA2020-04-050**

Appellee, : **JUDGMENT ENTRY**

- VS -

**FILED BUTLER CO.
COURT OF APPEALS**

DEC 28 2020

ROSALIND HOLMES,

**MARY L. SWAIN
CLERK OF COURTS**

Appellant.

Upon consideration of the appeal and briefs before this court, and the Opinion issued the same date of this Judgment Entry, it is the order of this court that the judgment or final order appealed from be, and the same hereby is, dismissed as moot as there is no longer an existing case or controversy for this court to resolve on appeal.

It is further ordered that a mandate be sent to the Butler County Area III Court for execution upon this judgment and that a certified copy of this Judgment Entry shall constitute the mandate pursuant to App.R. 27.

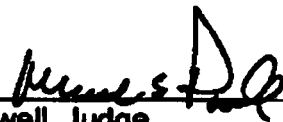
Costs to be taxed to the appellant.



Robert A. Hendrickson, Presiding Judge



Stephen W. Powell, Judge



Mike Powell, Judge

**IN THE COURT OF APPEALS
TWELFTH APPELLATE DISTRICT OF OHIO
BUTLER COUNTY**

THE LANDINGS AT BECKETT RIDGE, : **CASE NO. CA2020-04-050**

Appellee, : **OPINION**
: **12/28/2020**

- vs -

ROSALIND HOLMES, :

Appellant. :

**CIVIL APPEAL FROM BUTLER COUNTY AREA III COURT
Case No. CVG1901594**

**David D. Donnett, 1212 Sycamore Street, Suite 33, Cincinnati, Ohio 45202, for appellee
Rosalind Holmes, 2455 Fox Sedge Way, Apt. S, West Chester, Ohio 45069, pro se**

M. POWELL, J.

{¶ 1} Appellant, Rosalind Holmes, appeals a decision of the Butler County Area III Court granting a complaint for forcible entry and detainer filed by appellee, The Landings at Beckett Ridge, LLC ("Landings").

{¶ 2} Holmes leased an apartment from Landings. She failed to pay the December 2019 rent. On December 7, 2019, Landings served Holmes with the statutory three-day

notice to leave the premises. When Holmes failed to vacate the apartment, Landings filed a complaint for forcible entry and detainer on December 15, 2019. The complaint only sought restitution of the premises. The matter was scheduled for a hearing on January 8, 2020.

{¶ 3} On December 26, 2019, Jenn Taylor, Landings' property manager, sent an email to Holmes, advising her that

At this time, the December balance and January rent will need to be paid in full to cancel the eviction process. The total balance is \$3,156.82[.] * * *

Please keep in mind that eviction court is scheduled for January 8th. If the above balance is not paid before eviction court we will be unable to accept rent after that morning and will have to continue with the eviction process.

Let us know if there are any questions you have and an intended date to pay rent.

{¶ 4} On January 7, 2020, Holmes successfully moved to continue the eviction hearing to January 15, 2020, due to health issues. On January 14, 2020, Holmes tendered a \$3,500 cashier's check for the unpaid rent balance; Landings refused to accept the check.

{¶ 5} On January 15, 2020, the eviction hearing proceeded before a magistrate. Holmes' sole defense was that she had tendered her unpaid rent to Landings the day before and that it was refused. Taylor advised the magistrate that no rent was accepted following the service of the three-day notice to leave. She further advised the magistrate that she had sent an email to Holmes "on the 23rd of the month explaining how much was due before January 8th, the original court date[.] and asked that it be paid before then and * * * after that date we would not be accepting rent." Taylor confirmed that Landings did not receive rent payment from Holmes before January 8, 2020. The magistrate found that Holmes was properly served with the notice to leave the premises, she had failed to timely pay the rent due, and Landings was entitled to restitution of the premises. The magistrate ordered

Holmes to vacate the apartment by January 24, 2020.

{¶ 6} Holmes filed objections to the magistrate's decision. Holmes argued for the first time that Landings' eviction proceedings and refusal to accept the rent payment were retaliatory in violation of R.C. 5321.02(A). Holmes claimed that Landings was retaliating against her because she had sent a letter to the U.S. Department of Commerce, Office of the Inspector General, in November 2019 complaining that Landings "had placed an illegal surveillance in [her] apartment" and requesting an investigation. Holmes further claimed she sent the letter after Landings failed to address her complaints about the "illegal surveillance." Holmes did not seek a stay on the writ of restitution and did not post a bond.

{¶ 7} A hearing on Holmes' objections was held on February 14, 2020. Holmes pressed her retaliation claim. Counsel for Landings advised the trial court that Landings was not served with a copy of Holmes' objections and that it had never heard about Holmes' complaint to the department of commerce. Counsel argued that Holmes' objections were moot because the writ of restitution had been executed and Holmes had vacated the premises.

{¶ 8} Landings and Holmes both filed posthearing memoranda. Landings reiterated the arguments raised during the objections hearing. Holmes argued that Landings improperly failed to submit the December 26, 2019 email at the eviction hearing, waived the three-day notice to leave the premises when it sent the email agreeing to accept late payment of the rent in lieu of proceeding with the eviction, and breached the email/contract when it refused to accept Holmes' \$3,500 check on January 14, 2020.

{¶ 9} By decision and entry filed on March 4, 2020, the trial court found the case to be moot as Holmes had vacated the apartment:

The parties do not dispute that Holmes has already vacated the premises pursuant to the magistrate's decision. It is well settled law that when a tenant vacates the premises pursuant to an

eviction action, any further proceedings are moot. * * *
Accordingly, because Holmes is no longer living on the premises, there is no relief that this court can provide her. Her objections are hereby OVERRULED, and the Magistrate's Decision will stand as an order of the court:

{¶ 10} Holmes now appeals, pro se, the trial court's judgment, raising four assignments of error which will be considered out of order.

{¶ 11} Assignment of Error No. 2:

{¶ 12} THE TRIAL COURT ERRED BY ISSUING A RULING THAT THE CASE WAS MOOT.

{¶ 13} Holmes argues the trial court erred in ruling that the case was moot because two exceptions to the mootness doctrine apply, namely, the issue is capable of repetition yet evading review and the case involves a matter of public or great general interest. An appellate court reviews a trial court's determination that a matter is moot under a de novo review. *Gold Key Realty v. Collins*, 2d Dist. Greene No. 2013 CA 57, 2014-Ohio-4705, ¶ 22.

{¶ 14} "A forcible entry and detainer action is intended to serve as an expedited mechanism by which an aggrieved landlord may recover possession of real property." *Miele v. Ribovich*, 90 Ohio St.3d 439, 441, 2000-Ohio-193. A forcible entry and detainer action decides only the right to immediate possession of property and nothing else. *Seventh Urban, Inc. v. Univ. Circle Property Dev., Inc.*, 67 Ohio St.2d 19, 25 (1981), fn. 11.

{¶ 15} Once a landlord has been restored to the property, the forcible entry and detainer becomes moot because, having been restored to the premises, there is no further relief that may be granted to the landlord. *Showe Mgt. Corp. v. Hazelbaker*, 12th Dist. Fayette No. CA2006-01-004, 2006-Ohio-6356, ¶ 7. Because Holmes has vacated the apartment and Landings retook possession of the apartment, the forcible entry and detainer action is now moot. Nonetheless, an appellate court may decide an otherwise moot case

where the issues are capable of repetition, yet will continue to evade review, or where the case involves a matter of public or great general interest. *Id.*; *Rithy Properties, Inc. v. Cheesman*, 10th Dist. Franklin No. 15AP-641, 2016-Ohio-1602, ¶ 20.¹

{¶ 16} The "capable of repetition, yet evading review" exception "applies only in exceptional circumstances in which the following two factors are both present: (1) the challenged action is too short in its duration to be fully litigated before its cessation or expiration, and (2) there is a reasonable expectation that the same complaining party will be subject to the same action again." *State ex rel. Calvary v. Upper Arlington*, 89 Ohio St.3d 229, 231, 2000-Ohio-142.

{¶ 17} While the "procedures set forth in R.C. Chapter 1923 ensure that forcible entry and detainer actions proceed expeditiously in the trial court, * * * R.C. 1923.14(A) provides a defendant with the means to suspend the execution of a judgment of restitution" by obtaining a stay of execution and filing any required bond. *Rithy Properties*, 2016-Ohio-1602 at ¶ 23. Hence, "a forcible entry and detainer action is not too short in duration to be fully litigated through appeal." *Id.*; *Blank v. Allenbaugh*, 11th Dist. Ashtabula No. 2018-A-0022, 2018-Ohio-2582; *AKP Properties, L.L.C. v. Rutledge*, 5th Dist. Stark No. 2018CA00058, 2018-Ohio-5309. Moreover, there is no reasonable expectation that Holmes will be subject to a forcible entry and detainer action again as she concedes she "will be unlikely to rent another apartment from [Landings]." Accordingly, we conclude that the "capable of repetition, yet evading review" exception to the mootness doctrine does not apply to this case.

{¶ 18} The "public or great general interest" exception "should be used with caution

1. The proper terminology in the second exception to the mootness doctrine above is "public or great general interest," not the phrase "great public or general interest" used in *Franchise Developers, Inc. v. Cincinnati*, 30 Ohio St.3d 28 (1987). *In re Appeal of Suspension of Huffer from Circleville High School*, 47 Ohio St.3d 12, 14 (1989), fn. 5.

and only on rare occasions." *Rithy Properties* at ¶ 24. "Generally, the invocation of this exception remains the province of the highest court in the state, rather than the intermediate appellate courts, whose decisions do not have binding effect over the entire state." *Id.*

{¶ 19} Holmes asserts that Landings' retaliation against her for reporting the "illegal and unwarranted surveillance placed in [her] rental unit to allow [Landings], the F.B.I. and others to harass and spy on [her]" presents issues of public and great general interest. In our view, however, Holmes' argument is specific to the circumstances of her case and does not present questions of great public importance to justify overcoming the mootness doctrine. See *Gold Key Realty*, 2014-Ohio-4705; *Rithy Properties*, 2016-Ohio-1602 (finding that the importance of the issue failed to meet the high threshold necessary to fit within this exception to the mootness doctrine). Accordingly, we conclude that the "public or great general interest" exception to the mootness doctrine does not apply to this case.

{¶ 20} Holmes' second assignment of error is overruled.

{¶ 21} Assignment of Error No. 1:

{¶ 22} THE JUDGMENT OF THE TRIAL COURT FAILED TO ACKNOWLEDGE FRAUDULENT CONCEALMENT COMMITTED BY APPELLEES.

{¶ 23} Assignment of Error No. 3:

{¶ 24} THE JUDGMENT OF THE TRIAL COURT FAILS TO ACKNOWLEDGE LANDLORD BREACH OF CONTRACT AND WAIVER OF SERVICE.

{¶ 25} Assignment of error No. 4:

{¶ 26} THE JUDGMENT OF THE TRIAL COURT IS AGAINST THE MANIFEST WEIGHT OF THE EVIDENCE.

{¶ 27} In her first assignment of error, Holmes challenges the trial court's judgment, arguing that Landings fraudulently failed to disclose the December 26, 2019 "email agreement" and Holmes' illegal surveillance complaints during the eviction hearing.

{¶ 28} In her third assignment of error, Holmes challenges the trial court's judgment, arguing that it failed to acknowledge that (1) the December 26, 2019 email was a contract which Landings breached by refusing to accept Holmes' \$3,500 check, and (2) the email constitutes a waiver of the three-day notice to leave the premises.

{¶ 29} In her fourth assignment of error, Holmes argues that the judgment granting restitution of the premises to Landings is against the manifest weight of the evidence because (1) Landings failed to provide the December 26, 2019 email and Holmes' illegal surveillance complaints at the eviction hearing, (2) Holmes' lease agreement included a very vague and ambiguous buyout provision, and (3) the final account statement Holmes received from Landings was further evidence of Landings' retaliation given Landings' breach of contract when it refused payment of the rent on January 14, 2020.

{¶ 30} As stated above, once a landlord has been restored to the property, the forcible entry and detainer action becomes moot because, having been restored to the premises, there is no further relief that can be granted. *Hazelbak*, 2006-Ohio-6356 at ¶ 7. The *only* method by which a defendant appealing a judgment of forcible entry and detainer may prevent the cause from becoming moot is stated in R.C. 1923.14. *Front St. Bldg. Co., L.L.C. v. Davis*, 2d Dist. Montgomery No. 27042, 2016-Ohio-7412, ¶ 18. "The statute provides a means by which the defendant may maintain, or even recover, possession of the disputed premises during the course of his appeal by filing a timely notice of appeal, seeking a stay of execution, and posting a supersedeas bond." *Id.*; *Colonial American Dev. Co. v. Griffith*, 48 Ohio St.3d 72 (1990). If the defendant fails to avail himself of this remedy, all issues relating to the action are rendered moot by his eviction from the premises. *Cherry v. Morgan*, 2d Dist. Clark Nos. 2012 CA 11 and 2012 CA 21, 2012-Ohio-3594, ¶ 5.

{¶ 31} Holmes failed to seek a stay of execution in the trial court and post a supersedeas bond following the filing of her appeal, and none of the exceptions to mootness

apply herein. Accordingly, the instant appeal is moot. Since Holmes' appeal is moot, we do not reach the merits of her first, third, and fourth assignments of error.

{¶ 32} We recognize that Holmes was acting pro se in the trial court and is acting pro se in this appeal. However, litigants who proceed pro se are held to the same standard as those who are represented by counsel. *Chambers v. Setzer*, 12th Dist. Clermont No. CA2015-10-078, 2016-Ohio-3219, ¶ 10. "Pro se litigants are not to be accorded greater rights and must accept the results of their own mistakes and errors, including those related to correct legal procedure." *Cox v. Zimmerman*, 12th Dist. Clermont No. CA2011-03-022, 2012-Ohio-226, ¶ 21.

{¶ 33} Appeal dismissed.

HENDRICKSON, P.J. and S. POWELL, J., concur.

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

Rosalind Holmes

v.

Case No: 21-3791

Lakefront at West Chester

MOTION FOR PAUPER STATUS

I move to waive the payment of the appellate filing fee under Fed. R. App. P. 24 because I am a pauper. This motion is supported by the attached financial affidavit.

The issues which I wish to raise on appeal are:

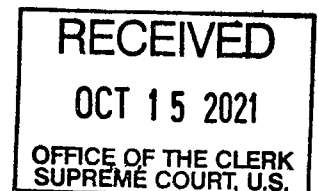
I am filing and emergency motion for a stay in the U.S. Supreme Court and the issues that I wish to raise are related to the doctrine of Rooker-Feldman, the jurisdictional priority rule, ORC 1907.03, etc.

The order denying plaintiffs emergency stay is attached from the Sixth Circuit, Butler County Area III Court, Ohio's Twelfth District Court

Signed: Rosalind Holmes

Date: 10/13/2021

Address: 5285 Natorp Blvd Apt 100
Mason, Ohio 45040



No. 21-3791

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

FILED
 Sep 07, 2021
 DEBORAH S. HUNT, Clerk

ROSALIND HOLMES,

 Plaintiff-Appellant,

v.

LAKEFRONT AT WEST CHESTER, LLC,

 Defendant-Appellee.

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ORDER

Before: GIBBONS and DONALD, Circuit Judges.

Plaintiff Rosalind Holmes appeals a district court order dismissing with prejudice her claims against Lakefront at West Chester, LLC (“Lakefront”) relating to her state court eviction proceedings. She now moves for an emergency stay of her eviction by the Butler County Sheriff’s Office, which is scheduled for today, September 7, 2021, and for related injunctive relief.

We consider four factors in determining whether a stay pending appeal should issue: 1) “whether the stay applicant has made a strong showing that [s]he is likely to succeed on the merits”; 2) the likelihood the “applicant will be irreparably injured absent a stay”; 3) “whether issuance of the stay will substantially injure” other interested parties; and 4) “where the public interest lies.” *Hilton v. Braunskill*, 481 U.S. 770, 776 (1987). The first two factors “are the most critical.” *Nken v. Holder*, 556 U.S. 418, 434 (2009). “These factors are not prerequisites that must be met, but are interrelated considerations that must be balanced together.” *Mich. Coal. of*

Radioactive Material Users v. Griepentrog, 945 F.2d 150, 153 (6th Cir. 1991). While the party seeking a stay “need not always establish a high probability of success on the merits,” the party “is still required to show, at a minimum, ‘serious questions going to the merits.’” *Id.* at 153–54 (quoting *In re DeLorean Motor Co.*, 755 F.2d 1223, 1229 (6th Cir. 1985)).

The district court found that it was precluded from granting the relief Holmes sought—from injuries she suffered in her state court proceedings—by the *Rooker-Feldman* doctrine, which prohibits federal courts, other than the United States Supreme Court, from performing appellate review of state court rulings. *Lawrence v. Welch*, 531 F.3d 364, 368 (6th Cir. 2008). Notwithstanding *Rooker-Feldman*, the district court dismissed Holmes’s claims for failure to state a claim upon which relief could be granted. Holmes alleges that her claims in the district court were not barred by *Rooker-Feldman* because they alleged wrongdoing and fraud in the state court proceedings, which are independent from the injury caused by the state court’s ruling. *See id.* at 369 (distinguishing that claims that defendants committed fraud in the state court proceedings establish an independent injury not caused by the state court judgment and are not barred by *Rooker-Feldman*). However, the relief Holmes sought in the district court was the same she is requesting here: a stay of her eviction from Lakefront pursuant to the state court’s judgment against her. When “the source of the injury is the state court decision, then the *Rooker-Feldman* doctrine would prevent the district court from asserting jurisdiction.” *Id.* at 368. Holmes sought relief in the district court from the state court’s order of her eviction. Thus, the district court was precluded from reviewing the state court’s decision. Further, the district court found no merit to Holmes’s claims. While Plaintiff alleges significant harm, she has not shown the requisite likelihood of success on the merits of her appeal. *See Tiger Lily, LLC v.*

No. 21-3791

-3-

United States Dept. of Hous. and Urban Dev., 992 F.3d 518, 524 (6th Cir. 2021) (“Given that the [movant] is unlikely to succeed on the merits, we need not consider the remaining stay factors.”).

Accordingly, the motion for an emergency stay is **DENIED**.

ENTERED BY ORDER OF THE COURT

A handwritten signature in black ink, appearing to read "Deborah S. Hunt", written in a cursive style.

Deborah S. Hunt, Clerk

FILED

2021 SEP -3 PM 4:23

MARY L. SWAIN
BUTLER COUNTY
CLERK OF COURTSFILED BUTLER CO.
COURT OF APPEALS

SEP 03 2021

MARY L. SWAIN
CLERK OF COURTS

IN THE COURT OF APPEALS OF BUTLER COUNTY, OHIO

LAKEFRONT AT WEST CHESTER,
LLC,

Appellee,

vs.

ROSALIND HOLMES,

Appellant.

CASE NO. CA2021-09-108
ACCELERATED CALENDARENTRY DENYING EMERGENCY
MOTION FOR STAY PENDING
APPEAL

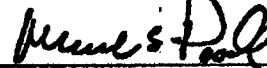
The above cause is before the court pursuant to an emergency motion for stay pending appeal filed by appellant, Rosalind Holmes, on September 3, 2021.

Upon consideration of the foregoing, the motion is DENIED.

IT IS SO ORDERED.



Robin N. Piper, Judge



Mike Powell, Judge

FILED
IN THE COURT OF APPEALS OF BUTLER COUNTY, OHIO

2021 SEP -7 PM 2: 26

MARY L. SWAIN
CLERK OF COURTS
LAKEFRONT AT WEST CHESTER LLC, CASE NO. CA2021-09-108
ACCELERATED CALENDAR

Appellee,

vs.

ROSALIND HOLMES,

Appellant.

FILED BUTLER CO.
COURT OF APPEALS
SEP 07 2021
MARY L. SWAIN
CLERK OF COURTS

ENTRY DENYING EMERGENCY
MOTION FOR STAY PENDING
APPEAL

The above cause is before the court pursuant to an emergency motion for stay pending appeal filed by appellant, Rosalind Holmes, on September 3, 2021.

Upon consideration of the foregoing, the motion is DENIED.

IT IS SO ORDERED.



Robin N. Piper, Judge



Mike Powell, Judge

AFFIDAVIT ACCOMPANYING MOTION FOR PERMISSION TO APPEAL IN FORMA PAUPERIS

United States Court of Appeals for the Sixth Circuit

Rosalind Holmes]
]

v.

Case No: 21-3791

Lakefront at West Chester]
]

Affidavit in Support of Motion

I swear or affirm under penalty of perjury that, because of my poverty, I cannot prepay the docket fees of my appeal or post a bond for them. I believe I am entitled to redress. I swear or affirm under penalty of perjury under United States laws that my answers on this form are true and correct. (28 U.S.C. §§ 1746; 18 U.S.C. §§ 1621.)

Signed: Rosalind Holmes

Instructions

Complete all questions in this application and then sign it. Do not leave any blanks: if the answer to a question is "0," "none," or "not applicable (N/A)," write that response. If you need more space to answer a question or to explain your answer, attach a separate sheet of paper identified with your name, your case's docket number, and the question number.

Date: 10/13/2021

My issues on appeal are:

<p>I am filing and emergency motion for a stay in the U.S. Supreme Court and the issues that I wish to raise are related to the doctrine of Rooker-Feldman, the jurisdictional priority rule, ORC 1907.03, etc.</p>

1. For both you and your spouse estimate the average amount of money received from each of the following sources during the past 12 months. Adjust any amount that was received weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate. Use gross amounts, that is, amounts before any deductions for taxes or otherwise.

Income source	Average monthly amount during the past 12 months		Amount expected next month	
	You	Spouse	You	Spouse
Employment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Self-employment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Income from real property (such as rental income)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest and dividends	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Gifts	\$ 200.00	\$ 0.00	\$ 200.00	\$ 0.00
Alimony	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Child support	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Retirement (such as social security, pensions, annuities, insurance)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Disability (such as social security, insurance payments)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Unemployment payments	\$ 1,688.	\$ 0.00	\$ 1,688.	\$ 0.00
Public-assistance (such as welfare)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Other (specify): <input type="text"/>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total monthly income:	\$ 1,888.	\$ 0.00	\$ 1,888.	\$ 0.00

2. List your employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of Employment	Gross monthly pay
Talentburst	679 Worchester Rd. Natick, MA 01760	03/11/19-03/11/19	\$ 144.00
Robert Half	201 E. 5th St. Suite 700 Cinti, Oh 45202	04/29/19-10/30/19	\$ 3,726.80
SBL Enterprises LLC	1165 Dublin Rd. Columbus, OH 43215	10/15/19-10/30/19	\$ 2,052.68

3. List your spouse's employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of Employment	Gross Monthly Pay
Georgia Pacific	133 Peachtree ST. NE Atlanta, GA 30303	10/29/19-11/15/19	\$ 3,559.29

4. How much cash do you and your spouse have? \$ 500.00

Below, state any money you or your spouse have in bank accounts or in any other financial institution.

Financial Institution	Type of Account	Amount You Have	Amount Your Spouse Has
Fifth Third Bank	Checking	\$ 500.00	\$ 0.00
Navy Federal	Checking	\$ 100.00	\$ 0.00

If you are a prisoner seeking to appeal a judgment in a civil action or proceeding, you must attach a statement certified by the appropriate institutional officer showing all receipts, expenditures, and balances during the last six months in your institutional accounts. If you have multiple accounts, perhaps because you have been in multiple institutions, attach one certified statement of each account.

5. List the assets, and their values, which you own or your spouse owns. Do not list clothing and ordinary household furnishings.

Home (Value)	Other real estate (Value)	Motor Vehicle #1 (Value)
		Make & year: 2010 Toyota
		Model: Venza
		Registration #: 4T3ZA3BBAU0272
Motor Vehicle #2 (Value)	Other assets (Value)	Other assets (Value)
Make & year:		
Model:		
Registration #:		

6. State every person, business, or organization owing you or your spouse money, and the amount owed.

Person owing you or your spouse money	Amount owed to you	Amount owed to your spouse

7. State the persons who rely on you or your spouse for support.

Name	Relationship	Age
<u>Glenda Bradberry</u>	<u>Mother</u>	<u>67</u>

8. Estimate the average monthly expenses of you and your family. Show separately the amounts paid by your spouse. Adjust any payments that are made weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate.

	You	Your Spouse
Rent or home-mortgage payment (including lot rented for mobile home)	\$ 1,200.00	
Are real estate taxes included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Is property insurance included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Utilities (electricity, heating fuel, water, sewer, and telephone)	\$ 150.00	
Home maintenance (repairs and upkeep)	\$ 0.00	
Food	\$ 250.00	
Clothing	\$ 100.00	
Laundry and dry-cleaning	\$ 150.00	
Medical and dental expenses	\$ 100.00	
Transportation (not including motor vehicle expenses)	\$ 100.00	
Recreation, entertainment, newspapers, magazines, etc.	\$ 50.00	
Insurance (not deducted from wages or included in mortgage payments) Homeowner's or renter's	\$ 20.00	
Life	\$ 0.00	
Health	\$ 0.00	
Motor vehicle	\$ 0.00	
Other:	\$ 0.00	
Taxes (not deducted from wages or included in mortgage payments) specify: <input type="text"/>	\$ 0.00	
Installment payments	\$ 0.00	
Motor Vehicle	\$ 0.00	
Credit card (name): <input type="text" value="Capital One, Navy Federal"/>	\$ 250.00	
Department store (name): <input type="text"/>	\$ 0.00	
Other:	\$ 0.00	
Alimony, maintenance, and support paid to others	\$ 0.00	
Regular expenses for operation of business, profession, or farm (attach detail)	\$ 0.00	
Other (specify): <input type="text"/>	\$ 0.00	
Total monthly expenses:	\$ 2,370.00	\$ 0.00

9. Do you expect any major changes to your monthly income or expenses or in your assets or liabilities during the next 12 months?

☒

Yes

☐

No

If yes, describe on an attached sheet.

10. Have you spent or will you be spending any money for expenses or attorney fees in connection with this lawsuit?

☐

Yes

☒

No

If yes, how much? \$

11. Provide any other information that will help explain why you cannot pay the docket fees for your appeal.

12. State the address of your legal residence.

4557 Wyndtree Drive Apt 145
West Chester, Ohio 45069

Your daytime phone number: (513) 306-8837

Your age: 42

Your years of schooling: 7

**UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT**

Deborah S. Hunt
Clerk

100 EAST FIFTH STREET, ROOM 540
POTTER STEWART U.S. COURTHOUSE
CINCINNATI, OHIO 45202-3988

Tel. (513) 564-7000

Filed: September 07, 2021

Ms. Rosalind Holmes
4557 Wyndtree Drive
Apartment 145
West Chester, OH 45069

Re: Case No. 21-3791, *Rosalind Holmes v. Lakefront At West Chester, LLC*
Originating Case No. : 1:21-cv-00505

Dear Ms. Holmes,

The Court issued the enclosed Order today in this case.

Sincerely yours,

s/Roy G. Ford
Case Manager
Direct Dial No. 513-564-7016

cc: Mr. Richard W. Nagel

Enclosure