No. _____

_____

In the
SUPREME COURT OF THE UNITED STATES
October Term, 2024

_____

BEIT HA KAVOD, *Petitioner*
v.
CITY OF CANTON, *Respondent*

_____

On Petition for a Writ of Certiorari
To the Supreme Court of Ohio

PETITION FOR A WRIT OF CERTIORARI TO THE SUPREME COURT OF THE UNITED STATES

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QUESTIONS PRESENTED

The question presented is whether a municipality enforcing building codes violates the Free Exercise Clause of the First Amendment to the United States Constitution when it treats one religious organization differently from another.

LIST OF PARTIES

1. Petitioner: Beit Ha Kavod Petitioner: Eric J. Allen, Law Office of Eric J. Allen, LTD. 4200 Regent Street, Suite 200, Columbus, Ohio 43219.
2. Respondent: City of Canton, Jason P Reece, 218 Cleveland Ave SW, 7th Floor Canton, OH 44702

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IN THE
SUPREME COURT OF THE UNITED STATES

PETITION FOR WRIT OF CERTIORARI

Petitioner Beit Ha Kavod respectfully prays that a writ of certiorari be issued to review the judgment below.

OPINION BELOW

The Opinion of the Ohio Supreme Court appears as Appendix A to this petition.

JURISDICTION

The Ohio Supreme Court issued its decision on March 4, 2025. A copy is attached as Appendix A. The decision of the Ohio Fifth District Court of Appeals is attached as Appendix B. The jurisdiction of this Court is invoked under 28 U.S.C. § 1257.

CONSTITUTIONAL PROVISIONS

U.S. Const. Amend. I: The proceedings below violate the Petitioner's rights under the Federal Constitution.

STATEMENT OF THE FACTS

Beit Ha Kavod dba Beit Ha Kavod Messianic Synagogue Ministries is a tax-exempt messianic congregation that purchased and has operated its ministry out of the historic Timken Stables, which was purchased at a foreclosure auction in 2013. The previous owners of the stables had allowed Appellants to hold services there before the sale. Beit Ha Kavod's Synagogue has been holding services at the property, even outdoors on the patio, since 2019, after the City forbade the Appellant from holding services inside.

The congregation began making all necessary repairs to the property in 2018. While the congregation was making repairs, David Molnar and various officials from the City of Canton's Code Enforcement Department, Building Department, and Canton Fire Inspection Bureau inspected the Property. Even though the congregation was working on making the necessary repairs to the building, Mr. Molnar stated that the interior work on the building had to cease because the proper permits had not been obtained. Licensed contractors were not doing the work.

The congregation was also informed that continuing to make further improvements to the building could result in Mr. Lancaster's jail time. Even though the congregation wanted to make the necessary repairs to their place of worship in

good faith, they complied with Mr. Molnar's orders and ceased all interior work on the building. A couple of months after this interaction, on October 10, 2018, Mark and Heidi Lancaster attended a meeting in the Canton City Prosecutor's Office with Assistant Prosecutor KellyParker, Chief Building Official David Molnar, and Code Officer Karla Heinzer regarding the status of the property. During the meeting, Mr. and Mrs. Lancaster presented a viable and feasible plan to complete repairs on the building within 12 months. The plan included an inspection report from Structural Engineer Phil Reed of Ohlin & Reed Consulting Engineers, NC, Architect Carlton Buck of Four Points Architectural Services, and a roofing contractor plan and cost analysis for repairing the roof. The plan allowed for the repairs to be made in stages, beginning with roof sections and continuing for a calendar year until the entire roof had been adequately repaired and replaced. The cost of repairs and the funding for the project were presented during the meeting. Instead of acknowledging the well-formulated plan, the City rejected the plan and insisted that the roof must be repaired at once or not at all. Mr. Molnar told Mr. and Mrs. Lancaster that he wanted them to know that "faith will not fix your roof."

In August 2019, Canton issued citations against the Synagogue for failure to make the repairs. The inspectors informed Mr. Lancaster that the Ohio Board of Appeals hearing would be in Columbus and was simply a formality. The inspectors also told Mr. Lancaster that the likely outcome would be granting an extension and that while he could attend, it was unnecessary because he would not be able to say anything at the hearing on behalf of the Synagogue. Because of these comments,

Mark decided not to attend the hearing, but his wife, Heidi, chose to go instead. Unfortunately, based on the faulty information, Heidi went to Columbus instead of Ashland, where the meeting was held, and missed the hearing. Due to missing the hearing and failing to make a statement to the Board of Appeals, the Board of Appeals upheld the violations against the Synagogue and assessed a civil penalty against it. The City of Canton Law Department ordered the Synagogue to vacate the Property. The Synagogue is ready and willing to complete the repairs. Still, unfortunately, their hands have been tied by the litigation and exorbitant fees they faced for the violations against the building they attempted to remedy.

The Synagogue has a strong desire to return the building to its former glory and has engaged several contractors interested in repairing it.

STATEMENT OF THE CASE

This civil case originated in the Common Pleas Court of Stark County, Ohio, in Case No. 2023 CV 00448. Plaintiffs-Appellees, City of Canton, and the Ohio Department of Commerce Division of State Fire Marshal ("Plaintiffs" or "Appellees" or "the City") brought this action under Civ. R. 65 and R.C. 3737.42-.46 against the Defendant-Appellant, Beit Ha Kavod ("Kavod" or "Appellant" or "the Synagogue"), requesting an order requiring Appellant to bring the property identified as 2317 13th Street, Canton, Ohio ("Property") into compliance with the Ohio Fire Code, Fire Department Citation No. 19-001 ("Citation"), and the Final Decision of the Board of Appeals in Case No. GLD 19-0006, and absence compliance, ordering the

Property sold under R.C. 3737.45.

On April 11, 2023, acting pro se, the Appellant filed an Answer and Counterclaim, alleging that the Appellees violated Kavod's United States Constitutional right of freedom of exercise of their religion and requesting equitable relief (the "Counterclaim"). On April 20, 2023, Appellee responded to file a Motion to Strike and for Default Judgment. Kavod filed a Motion in Opposition to Appellee's Motion to Strike and for Default Judgment. The Judge granted Appellee's Motion and set a hearing for Default Judgment for May 25. 2023.

On May 23, 2023, Kavod retained the undersigned counsel, who filed a motion for leave to plead, which the Trial Court granted. An Answer and Counterclaim were filed on June 2, 2023, alleging the violation of Kavod's constitutional right of freedom of exercise.

Appellees filed their Motion for Summary Judgment on January 16, 2024, arguing that Canton was entitled to a mandatory injunction under R.C. 3737.45 and an order to pay fines under R.C. 3737.51. *See* Appellee's Motion for Summary Judgment. Appellees also alleged that Kavod's Counterclaims were without merit. t. Kavod responded on February 16, 2024, arguing that Appellee failed to meet its burden on summary judgment, that Appellee was unable to provide sufficient evidence, as required by a summary judgment proceeding, to demonstrate that it should prevail in its motion and that there are genuine issues of material fact surrounding Kavod's claim that Appellee's

violated their constitutional right of freedom of exercise and acted to deprive them of their constitutional right. *See* Brief in Opposition to Appellee's Motion for Summary Judgment. On February 20, 2024, Appellee filed a Reply Brief to Kavod's Brief in Opposition to Motion for Summary Judgment.

On February 29, 2024, the Court issued an order granting Appellee's Motion for Summary Judgment, finding that no material issues were disputed. The order is attached hereto as Exhibit A. The Trial Court also found that the Synagogue failed to meet its burden regarding its counterclaims based upon 42 U.S.C. § 1983.

The Synagogue filed this Notice of Appeal from the Trial Court's Orders on February 29, 2024. The Fifth District Court of Appeals affirmed the Stark County Common Pleas Court decision on November 11, 2024.

A notice of appeal and memorandum in support of jurisdiction were filed with the Ohio Supreme Court on December 24, 2024. The court declined jurisdiction on March 4, 2025. This timely petition for certiorari follows.

SUMMARY OF THE ARGUMENT

Here, the Petitioners own a building that requires a new roof. Respondents are the municipality charged with enforcing building codes. They issued a violation to fix the roof. Other religious organizations within the city had similar violations but were not cited. Rather than allowing petitioners time to raise money and repair the roof, the respondents required the roof to be fixed immediately.

Respondents further made remarks indicating they were being treated differently because of their religious beliefs, including making remarks during meetings and threats to incarcerate the Petitioners for some time if the building is not brought up to code under their timeline.

REASON FOR GRANTING THE PETITION

The Free Exercise Clause provides that "Congress shall make no law... prohibiting the free exercise" of religion. **Amdt. 1.** This Court has held the Clause applicable to the States under the terms of the Fourteenth Amendment. **Cantwell v. Connecticut, 310 U. S. 296, 303, 60 S. Ct. 900, 84 L. Ed. 1213 (1940).** The Clause protects not only the right to harbor religious beliefs inwardly and secretly. It does its most important work by preserving the ability of those who hold religious beliefs of all kinds to live out their faiths in daily life through "the performance of (or abstention from) physical acts." **Employment Div., Dept. of Human Resources of Ore. v. Smith, 494 U. S. 872, 877, 110 S. Ct. 1595, 108 L. Ed. 2d 876 (1990).**

Petitioner may carry the burden of proving a free exercise violation in various ways, including by showing that a government entity has burdened his sincere religious practice under a policy that is not "neutral" or "generally applicable." **Id, at 879-881, 110 S. Ct. 1595, 108 L. Ed. 2d 876**. Should a plaintiff make a showing like that, this Court will find a First Amendment violation unless the government can satisfy "strict scrutiny" by demonstrating its course was justified by a compelling state interest. It was narrowly tailored in pursuit of that interest. **Lukumi Babalu Aye, Inc. v. Hialeah, 508 U. S. 520, 546, 113 S. Ct. 2217, 124 L. Ed. 2d 472 (1993).**

Suppose a municipality's action is not facially constitutional. In that case, the plaintiff must show that the city intentionally sought to burden religious activities, and there was a disparate impact to prove discriminatory animus on the part of the city. **Prater v. City of Burnside, Ky., 289 F.3d. 417, 428 (6th Cir. 2002)**. Religious

discrimination based on disparate impact "requires evidence that a party was treated differently than a similarly situated party with a different religious affiliation." **Id. (citing Vandiver v. Hardin County Bd. a/Educ., 925 F.2d 927, 934 (6th Cir.1991)).**

a. City of Canton's Animus towards Beit Ha Kavod

Respondents here have infringed on the Petitioner's free exercise of religion. The animus towards the Petitioners is evident and open. Petitioner presented during litigation below the affidavit of Synagogue Rabbi Mark Lancaster, who was told during a meeting with the Chief Building Official and other city officials, "*I want you to know that faith will not fix your roof.*"

Within the same meeting, city officials rejected a thoughtful and organized plan to renovate the building and bring it up to code, instead demanding that the building be fixed immediately. Evidence was also presented that the Respondents threatened to incarcerate the Petitioners regarding this building code violation.

b. **Disparate Treatment of Petitioners**

The Canton Fire Department has issued a notice of violations of the Fire Code to forty-eight properties owned by religious organizations since 2017. However, none of the organizations were officially cited for those violations while they were being corrected. The Synagogue was "similarly situated" as to these other religious organizations. But, unlike these other organizations, the Appellant was cited and not allowed to work on the property.

The city only gave them 30 days to repair or replace the building's roof.

However, such a repair would take much longer than 30 days, with a budget of one to two million dollars. Instead of working with the Synagogue and allowing for the necessary maintenance, the city failed to provide them with leniency, as they have customarily done for other religious organizations.

CONCLUSION

The petitioner requests that this matter be reviewed to review the decisions of the lower court.

Respectfully submitted,
s/ Eric Allen

_____

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CERTIFICATE OF SERVICE

I hereby swear and affirm that on the 28th day of May 2025, a copy of the foregoing was sent via electronic mail to counsel for the Respondent.

s/Eric Allen

_____

Eric Allen (0073384)

APPENDIX A

The Supreme Court of Ohio

City of Canton, et al.

v.

Beit Ha Kavod

Case No. 2024-1774

ENTRY

Upon consideration of the jurisdictional memoranda filed in this case, the court declines to accept jurisdiction of the appeal pursuant to S.Ct.Prac.R. 7.08(B)(4).

(Stark County Court of Appeals; No. 2024CA00040)

Sharon L. Kennedy
Chief Justice

APPENDIX B

COURT OF APPEALS
STARK COUNTY, OHIO
FIFTH APPELLATE DISTRICT

CITY OF CANTON, OHIO, ET AL.,

Appellees

-vs-

BEIT HA KAVOD

Appellant

JUDGES:
Hon. Patricia A. Delaney, P.J.
Hon. W. Scott Gwin, J.
Hon. William B. Hoffman, J.

Case No. 2024CA00040

OPINION

CHARACTER OF PROCEEDINGS: Appeal from the Stark County Court of Common Pleas, Case No. 2023 CV 0448

Farmer

JUDGMENT: Affirmed

DATE OF JUDGMENT ENTRY:

APPEARANCES:

For Appellees

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PHILLIP D. SCHANDEL
RICHARD A. NICODEMO
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Hoffman, J.

{¶1} Defendant-appellant Beit Ha Kavod (hereinafter "the Synagogue") appeals the summary judgment entered by the Stark County Common Pleas Court granting Plaintiff-appellee City of Canton[1] (hereinafter "the City") injunctive relief and civil damages[2] on their complaint based on the Synagogue's violation of the fire code, and dismissing the Synagogue's counterclaim for religious discrimination.

STATEMENT OF THE FACTS AND CASE

{¶2} In 2013, the Synagogue purchased property, formerly known as the Timken Stables, at a tax foreclosure auction. The property is on the National Register of Historic Places, and prior to its purchase by the Synagogue, operated as a restaurant. The property had fallen into a state of disrepair.

{¶3} In 2018, the Synagogue attempted to repair the property, but did not use licensed contractors and did not obtain required permits. The City ordered the Synagogue to cease work. Officials from the City met with the Synagogue in 2018, to discuss repairs; however, the Synagogue lacked funds to repair the property, as the roof alone would cost more than $1 million to repair.

{¶4} The Canton Fire Department learned of possible violations of the Ohio Fire Code in July of 2019. The Fire Department inspected the property and cited the Synagogue for eight violations of the code. The Synagogue was given 30 days to repair the property, but fixed only two of the eight violations.

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[1] Plaintiff Ohio Department of Commerce, Division of State File Marshall has not filed an appearance in this appeal.

[2] The amount of civil damages has been set for hearing at a future date. The trial court's entry of summary judgment recited there was no just cause for delay pursuant to Civ. R. 54(B).

{¶5} The Ohio State Board of Building Appeals (hereinafter "BBA") held a hearing on the citations in December of 2019. The Synagogue did not appear. The Board upheld four of the five violations which were before the BBA on appeal, relating to exit and emergency lights, obstructed egress, wiring, and roof instability. The Synagogue did not complete the repairs, and did not appeal the Board's decision.

{¶6} The City and the Ohio Department of Commerce, Division of the State Fire Marshal filed the instant action seeking injunctive relief and imposition of penalties associated with the Synagogue's failure to remedy the violations of the fire code upheld by the BBA. The Synagogue counterclaimed for religious discrimination pursuant to 42 U.S.C. §1983. The City moved for summary judgment.

{¶7} The trial court granted the motion for summary judgment as to injunctive relief as set forth in R.C. 3737.45 and the City's right to civil penalties; however, the trial court found the City was not entitled to summary judgment as to the amount of such penalties, and set the matter for further hearing. The trial court found the Synagogue failed to meet its burden on summary judgment as to its claim of religious discrimination, and dismissed the counterclaim. It is from the February 29, 2024 judgment of the trial court the Synagogue prosecutes its appeal, assigning as error:

I. THE TRIAL COURT ERRED IN ITS DECISION TO GRANT APPELLEE'S MOTION FOR SUMMARY JUDGMENT ON APPELLEE'S CLAIMS BECAUSE APPELLEE DID NOT MEET ITS BURDEN TO PRESENT RELEVANT UNDISPUTED FACTS ON SUMMARY JUDGMENT.

II. THE TRIAL COURT ERRED IN GRANTING SUMMARY JUDGMENT ON APPELLANT'S FIRST AMENDMENT CLAIM UNDER 42 U.S.C. §1983 TO THE CITY AS APPELLANT PRESENTED SUFFICIENT EVIDENCE TO SHOW THAT THE APPELLEE HAD VIOLATED THE SYNAGOGUE'S CONSTITUTIONAL RIGHTS OF FREEDOM OF EXERCISE THROUGH THEIR TARGETED APPLICATION OF THE OHIO FIRE CODES.

{¶8} Both assignments of error argue the trial court erred in entering summary judgment.

{¶9} Summary judgment proceedings present the appellate court with the unique opportunity of reviewing the evidence in the same manner as the trial court. *Smiddy v. The Wedding Party, Inc.*, 30 Ohio St.3d 35, 36 (1987). As such, we must refer to Civ. R. 56(C) which provides in pertinent part:

> Summary Judgment shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, written admissions, affidavits, transcripts of evidence, and written stipulations of fact, if any, timely filed in the action, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. No evidence or stipulation may be considered except as stated in this rule. A summary judgment shall not be rendered unless it appears from the evidence or stipulation, and only from the evidence or stipulation, that reasonable minds

> can come to but one conclusion and that conclusion is adverse to the party against whom the motion for summary judgment is made, that party being entitled to have the evidence or stipulation construed most strongly in the party's favor.

{¶10} Pursuant to the above rule, a trial court may not enter summary judgment if it appears a material fact is genuinely disputed. The party moving for summary judgment bears the initial burden of informing the trial court of the basis for its motion and identifying those portions of the record demonstrating the absence of a genuine issue of material fact. The moving party may not make a conclusory assertion the non-moving party has no evidence to prove its case. The moving party must specifically point to some evidence which demonstrates the moving party cannot support its claim. If the moving party satisfies this requirement, the burden shifts to the non-moving party to set forth specific facts demonstrating there is a genuine issue of material fact for trial. *Vahila v. Hall*, 1997-Ohio-259, citing *Dresher v. Burt*, 1996-Ohio-107.

{¶11} It is pursuant to this standard of review we address both of the Synagogue's assignments of error.

I.

{¶12} In its first assignment of error, the Synagogue argues the trial court erred in granting summary judgment on the City's complaint because the City failed to present sufficient evidence the violations of the fire code present dangerous conditions as required by statute, and the City failed to provide the Synagogue with reasonable time in which to abate the violations of the fire code.

{¶13} R.C. 3737.45 provides:

> If any responsible person fails to comply with an order of the fire marshal, an assistant fire marshal, or a certified fire safety inspector as finally affirmed or modified by the state board of building appeals under section 3737.43 of the Revised Code, within the time fixed in the order, then the fire marshal, assistant fire marshal, or certified fire safety inspector may file a complaint in the court of common pleas of the county where the property is located for a court order authorizing the fire marshal, assistant fire marshal, or certified fire safety inspector to cause the building, structure, or premises to be repaired or demolished, materials to be removed, and all dangerous conditions to be remedied, if such was the mandate of the order as affirmed or modified by the state board of building appeals, at the expense of the responsible person. If the responsible person, within thirty days thereafter, fails, neglects, or refuses to pay the expense that would be incurred in enforcing the order of the court of common pleas under this section, the court shall order that the real estate upon which the building, structure, or premises is or was situated be sold pursuant to Chapter 2329. of the Revised Code, except as otherwise provided in this section. The proceeds of the sale shall be credited to the fire marshal's fund. The fire marshal shall use the proceeds of the sale to cause the repair or demolition of any building, structure, or premises, the removal of materials, or the remedy of all dangerous conditions unless the purchaser of the real estate

> enters into an agreement with the court to perform the repair, demolition, removal, or remedy within a time period acceptable to the court. No bid of a prospective purchaser shall be acceptable which is insufficient to pay the expense that the fire marshal would incur. If the amount received from the sale exceeds the expense that the fire marshal would incur, the court shall direct the payment of the surplus first to those parties with encumbrances, mortgages, or liens on the real estate in order of their priority, and then to the responsible person or into the court for its use and benefit.

{¶14} The Synagogue argues the language of the statute requires the City to come forth with evidence of dangerous conditions on the property in the instant action. We disagree. R.C. 3737.45 provides a mechanism by which the order of the city fire department, as affirmed or modified by the BBA, may be enforced by the common pleas court. The "dangerous conditions to be remedied" were previously determined by the BBA, and need not be relitigated in the common pleas court action to enforce the BBA's decision upon the Synagogue's failure to remedy the conditions. We find the Synagogue is bound by the decision of the BBA regarding the dangerous conditions which need to be remedied on the property, and the City is not required to relitigate those issues previously determined by the BBA. By the plain language of the statute, the City need only demonstrate the Synagogue has failed to comply with the BBA's order within the time fixed in the order in order to be entitled to injunctive relief. The facts are undisputed in this case the Synagogue failed to comply with the order within the 90 days fixed in the order. We find the trial court did not err in granting summary judgment to the City without

requiring the City to prove dangerous conditions exist on the property, as such issue was already determined by the BBA, and the Synagogue failed to appeal the BBA's decision.

{¶15} The Synagogue also argues the City did not give it a reasonable time to abate the conditions, and is therefore barred from applying for injunctive relief under R.C. 3737.45. R.C. 3737.42(B) provides:

> (B) If, upon inspection or investigation, the fire marshal, an assistant fire marshal, or a certified fire safety inspector believes that the state fire code or an associated order has been violated, or if an authority having jurisdiction believes that section 3737.07 of the Revised Code has been violated and that the school governing authority is not actively taking steps to achieve compliance within the time prescribed by division (H)(1) of that section, the fire marshal, assistant fire marshal, certified fire safety inspector, or authority having jurisdiction shall, with reasonable promptness, issue a citation to the responsible person. Each citation shall be in writing and shall describe with particularity the nature of the violation, including a reference to the provision of the state fire code or associated order alleged to have been violated. In addition, the citation shall fix a reasonable time for the abatement of the violation. When the citation is issued by a certified fire safety inspector, an assistant fire marshal, or an authority having jurisdiction other than the fire marshal, a copy of the citation shall be furnished to the fire marshal.

{¶16} The citation was issued in August of 2019, and gave the Synagogue thirty days to make repairs, which the Synagogue argues was not a reasonable amount of time. However, we find the appropriate forum in which to challenge the reasonableness of the thirty-day abatement period was the hearing before the BBA. R.C. 3737.43 provides:

> (A) If, after an inspection or investigation, the fire marshal, an assistant fire marshal, or a certified fire safety inspector issues a citation under section 3737.41 or 3737.42 of the Revised Code, the issuing authority shall, within a reasonable time after such inspection or investigation and in accordance with Chapter 119. of the Revised Code, notify the responsible person of the citation and penalty, if any, proposed to be assessed under section 3737.51 of the Revised Code, and of the responsible person's right to appeal the citation and penalty, under Chapter 119. of the Revised Code, to the state board of building appeals established under section 3781.19 of the Revised Code within thirty days after receipt of the notice.
>
> (B) If the responsible person is aggrieved by an order of the board, the person may appeal to the court of common pleas where the property that is the subject of the citation is located, within thirty days after the board renders its decision.

{¶17} The Synagogue failed to appear for the hearing before the BBA, and failed to appeal the decision of the BBA to the common pleas court. We find the Synagogue

cannot now attempt to litigate for the first time the issue of the reasonableness of the abatement time given by the City in the original citation.

{¶18} In addition, the undisputed evidence establishes the City had been involved with the Synagogue in an attempt to resolve the problems with the property since October, 2018, nearly a year before the citation was issued by the City providing an additional 30 days for repairs. Further, while the Synagogue presented evidence the City halted the Synagogue's attempts to repair the property, the evidence is undisputed the City ordered work to be halted because the Synagogue did not hire proper contractors and obtain the proper permits.

{¶19} The first assignment of error is overruled.

II.

{¶20} In its second assignment of error, the Synagogue argues the trial court erred in granting summary judgment dismissing its counterclaim for religious discrimination under 42 U.S.C. §1983.

{¶21} In a case such as the instant case where the City's action is not facially unconstitutional, the Synagogue must show the City intentionally sought to burden religious activities, and there was a disparate impact. *Prater v. City of Burnside Ky.*, 289 F. 3d 417, 428 (6th Cir. 2002). An inference of religious discrimination based upon disparate treatment requires evidence demonstrating a party was treated differently from a similarly situated party with a different religious affiliation. *Id., citing Vandiver v. Hardin County Bd. of Educ.*, 925 F.2d 927, 934 (6th Cir. 1991).

{¶22} The Synagogue failed to demonstrate it was treated differently from similarly situated parties with different religious affiliations. The Synagogue argues the affidavit of

Scott Winkhart demonstrates the City issued notice of violations of the fire code to 48 properties owned by religious organizations, yet none of these organizations were officially cited, demonstrating disparate treatment. However, Winkhart's affidavit also avers, "All of these 48 organizations fixed the violations, and none therefore required an official citation from Canton." Winkhart Aff. ¶13. We find the Synagogue has not demonstrated disparate treatment because it is not similarly situated to the other 48 religious organizations, having failed to make the repairs prior to official citation. We find the trial court did not err in granting summary judgment dismissing the Synagogue's counterclaim.

{¶23} The second assignment of error is overruled.

{¶24} The judgment of the Stark County Common Pleas Court is affirmed.

By: Hoffman, J.
Delaney, P.J. and
Gwin, J. concur

HON. WILLIAM B. HOFFMAN

HON. PATRICIA A. DELANEY

HON. W. SCOTT GWIN

CERTIFICATE OF COMPLIANCE

No. _____

_____

Beit Ha Kavod, *Petitioner*

v.

City of Canton, *Respondent*

_____

As required by Supreme Court Rule 33.1(h), I certify the petition of a writ of certiorari contains **2383** words, excluding the parts of the petition that are exempted by Supreme Court Rule 33.1(d).

I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 28th of May 2025.

s/ Eric Allen

_____

Eric Allen (0073384