


IN THE MUNICIPAL COURT OF CLARK COUNTY, OHIO
CIVIL DIVISION

FILED
16 NOV 18 PM 12:14
GUY A. FERGUSON, CLERK
MUNICIPAL COURT
BY  DEPUTY

Eric and Theresa Crow
5335 Lehman Road
Springfield, Ohio 45502
Plaintiff's,

and

Andrew H. Elder,
Elder & Elder,
Attorney at Law
2233 N. Limestone Street
Springfield, Ohio 45503
Attorney for Plaintiffs,

Motion for Order Compelling Discovery
and Notice of Counter-Claim

-v-

Margaret Baldino
1734 Yardley Circle
Centerville, Ohio 45459
Defendant,

In re: Case No. 15CVF02981

Margaret Baldino, Defendant in this case, state as follows:

The Plaintiffs' Attorney has responded to requests for Discovery by refusing to supply the documents to the Defendant. It is not believed that the Plaintiff has the lawful right to choose to deny Discovery to the Defendant.

The Plaintiffs' Claim states that,

“Defendant failed to leave the premises in good condition, ordinary wear and tear excepted, have caused the destruction of fixtures of the premises and excessive trash and filth on the premises. Extensive cleaning and repairs were required of Plaintiffs as outlined in Exhibit B attached hereto, all to the damage of the Plaintiffs.”

1.) A Claim, in of itself, is not evidence.

Evidence to substantiate the Plaintiffs' allegations that the Defendant caused the “destruction” of property owned by the Plaintiff, or that the Defendant left “excessive trash and filth on the premises”, would be proper to avail the Defendant the ability to a defense free of any potential “ambush tactics” at Trial.

2.) A Fair Trial would allow for Discovery of those requested documents, some of which the Plaintiff clearly must, by law have, such as the requested rental receipts.

The Plaintiffs' Attorney hasn't the authority to deny the rental receipts to the Defendant, nor free to arbitrarily decide what is and is not relevant. It is not the burden of the Defendant to disclose why the rental receipts are, in fact, relevant admissible evidence, however if it pleases the Court, it will now be stated.

It has come to the Defendant's attention that although the Plaintiffs' exhibits appear redacted via the online Court's website, that if the Lease that the Defendant's former Attorney has released to the Defendant is the same as that which the Court has received from the Plaintiffs, then we have a problem which needs to be addressed. The authentic Lease is not that which was received from the Defendant's former Attorney, is incorrect and lacking, and therefore the rental receipts are necessary in the matter of verifying which Lease is before the Court and other further actions as allowable by law.

3.) Defendant is not at liberty to see Plaintiffs' "Exhibit B" as the Plaintiff has made mention of. Exhibits A or B are not visible to the Defendant within the Court's website (only *The Claim* is visible), all other evidences or Exhibits appear to be *redacted* or non-existent.

4.) **Evidence** to substantiate that the Defendant caused damage would be proper to avail the Defendant the ability to defend herself by examining the evidence against her prior to Trial.

5.) Plaintiff's Attorney, on line 3 of Plaintiffs' **Responses to Request for Production of Documents**, states a name, George Hardy, which is not known to the Defendant.

Will George Hardy be a witness for the Plaintiff?

6.) At this time the Defendant states to the Plaintiffs' Attorney, and to the Municipal Court, that there will be at least two witnesses who will be appearing in the Defendant's defense, to refute the Claims and allegations made by the Plaintiffs.

7.) It is not **evidence** that the Defendant caused damage to the Plaintiffs' property by merely submitting pictures unless the Plaintiff intends to show the Defendant *within* said pictures presented by the Plaintiff.

Where are the *before* pictures?

Before pictures might show some contrasting condition to substantiate a Claim against the Defendant. *Before* pictures might refute Defendant's assertion that some of the damages being claimed by the Plaintiff were pre-existing, and still other damages were the result of Plaintiffs' own negligence, and still other pictures presented by the Plaintiff are the result of damages caused by the Plaintiffs' *other* tenant(s).

8.) It is not evidence that the Defendant caused damage to the Plaintiff's property by merely submitting bills for repairs, upgrades, renovations, or otherwise. It is the assertion of the Defendant that there were previous tenants within the Plaintiff's property and that the Plaintiff can show no proof that any cleaning, painting, vacuuming, De-infesting, or removal of the previous tenants' property, of which the Defendant intends to show during Trial, had not been done by the Plaintiff prior to leasing said Property to the Defendant.

9.) "Good Cause", as used by the Plaintiffs' Attorney on Line 12, would be to show *evidences* that would allow the Defendant to prepare for the Case, and effectuate a Fair Trial, hence the Lawful request upon the Plaintiff for Discovery, made by the Defendant.

10.) On line 13 of the Plaintiffs' Attorney's Response is an Objection.

Objection to what?

And on what Grounds?

In an effort to respond properly to the Attorney's Response, complete sentences might be of use here.

11.) In fact, it appears that line 14 are a couple of complete sentences, which will be responded to by the Defendant now:

I. The Lease Agreement that the Plaintiff has submitted to the Court cannot possibly be the same signed Lease Agreement the Defendant can and will produce at Trial.

II. Line 14 also contained another complete sentence in which the Plaintiff is refusing to provide any and all **rental receipts** pertaining to ANY Lease that has been submitted to the Court, or otherwise.

Again, Defendant cannot see the Exhibits provided by the Plaintiffs and their Attorney as the pages are completely redacted or missing on the Court Record and/or the Court's Website.

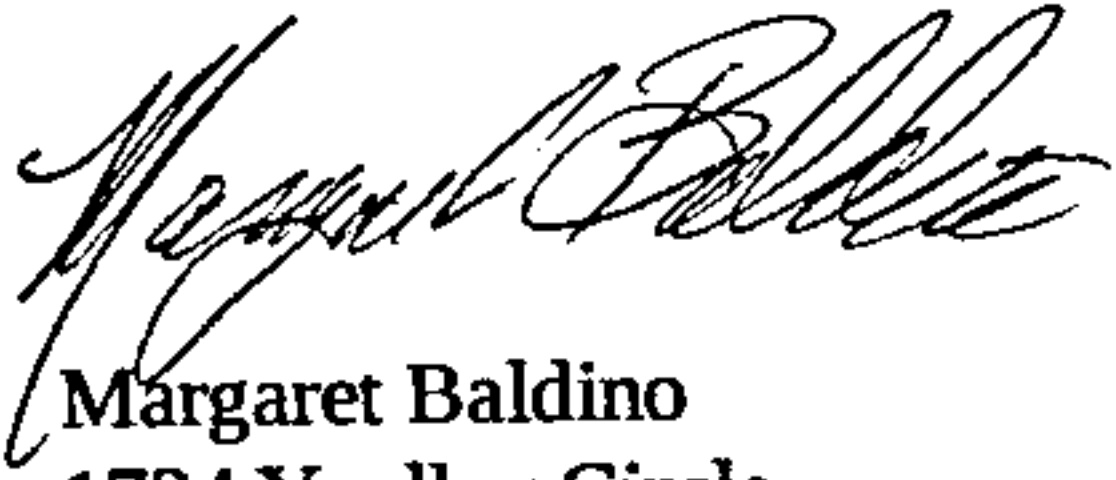
III. The **rental receipts** are necessary to confirm which Lease the Plaintiff has submitted to the Court, and could possibly prove other issues which may be damaging to the Plaintiffs' allegations.

IV. Since the Instrument that was entered into the Court Record is invariably the incorrect Instrument, the incomplete version, or the tampered version, the Court Record should reflect the error once the issue is brought to light. Aside from the Plaintiffs' version being different than that of the Defendant's version, there is yet a THIRD version (in that order). We will not even discuss that third Lease as it was already denied access to the Court.

The Plaintiffs' Attorney states in Line 14 that the Defendant's request for copies of receipts is denied, and further states that "Said material is not relevant and is not reasonably calculated to lead to discovery of admissible evidence". It is not on the Plaintiff to arbitrarily decide what he will and will not produce and it is not the Defendant that the Burden of Proof is placed upon. There is another Lease and the receipts will add to the defense's assertion that the Plaintiffs are out of order.

In closing, the Plaintiffs appear to have nothing we are privy of that would constitute as being evidence to a Claim against the Defendant. It is requested of the Court to Compel the Plaintiffs' Attorney to comply with the Defendant's Requests for Discovery; and if not, that the Defendant moves the Court to allow for a Counter-Suit with Judgment for damages to the Defendant caused by the Plaintiffs. It is asserted that the Defendant has not Breached the Plaintiffs' Lease, but it is the Plaintiff which has Breached the Plaintiffs Lease, and thereby have caused harm to the Defendant in this case. Notice is now made by the Defendant for a Counter-suit against the Plaintiffs in the tentative amount of six thousand dollars, exclusive of interest and costs and will be forthcoming to be presented to the Court against the Plaintiff. Further, it is not yet known at this time whether an additional cross-claim will also be made against the Plaintiff.

Respectfully,

A handwritten signature in black ink, appearing to read "Margaret Baldino". The signature is fluid and cursive, with the first name "Margaret" written in a larger, more prominent script than the last name "Baldino".

Margaret Baldino
1734 Yardley Circle
Centerville, Ohio 45459
(727) 278-0954
CERTIFICATE OF SERVICE

A Copy of this Notice was mailed to the Plaintiff
and their Attorney on the 18 day of November 2016