IN THE MUNICIPAL COURT OF CLARK COUNTY, OHIO
CIVIL DIVISION

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,

-v-

Margaret Baldino
1734 Yardley Circle
Centerville, Ohio 45459
Defendant,

Defendant's Answer to Plaintiff's Response to Defendant's Motion To Dismiss

In re: Case No. 15CVF02981

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

The Plaintiffs' Attorney has somehow misconstrued the Defendant's Motion to Dismiss which was based on the **WAIVER OF LIABILITY** Clause that is incorporated within The Lease Agreement and has been formerly filed with the Court.

1.) The Plaintiff has stated to the Court and Defendant that,

"Defendant has moved this Court to dismiss the Plaintiff's complaint for damages done to the rental unit as described in the Plaintiff's complaint on the basis that Defendant has insurance on the property. To the the best of Plaintiffs' knowledge, Defendant has not filed a claim with her insurance carrier. If the Defendant has insurance that will cover the damages done which are the subject of the complaint, Defendant should file a claim on her policy. Plaintiffs cannot make a claim on the Defendant's insurance policy unilaterally. Until such time that Defendant's insurance covers the damages, Plaintiffs have a valid complaint entitled to the heard by the Court."

2.) The Defendant answers the first sentence of the Plaintiff's response which was,

"Defendant has moved this Court to dismiss the Plaintiff's complaint for damages done to the rental unit as described in the Plaintiff's complaint on the basis that Defendant has insurance on the property."

Yet the first sentence should be correctly attributed to the actual Motion to Dismiss made by the Defendant which was entered into the Court Record as,

"The Plaintiff has invalidated and/or breached his own Agreement, to the injury of the Defendant. The Plaintiff's Lease Agreement (relevant clause is contained within Plaintiff's exhibit A already submitted ((*sic, assumed)) to the Court as Exhibit A ((*sic, assumed)) in the Plaintiff's "Initial Filing).

(**also contained within the Defendant's Motion to Dismiss was the actual clause of the Plaintiff's Lease Agreement, **WAIVER OF CLAIMS,** which is not copied herein)"

3.) The Defendant would contest the Plaintiff's assertion that it **must** be the Defendant that files the claim and not the claimant. In actuality, **either party can file a claim with an insurance company.** But the argument misconstrued by the Plaintiff is moot and has no application here. The Defendant simply thought it mindful to remind the Plaintiff that insurance was the requisite created by the Plaintiff prior to the Lease Agreement, and that the Defendant was in full compliance with the Plaintiff's Lease Agreement by obtaining said requisite insurance.

4.) Either way, if the Waiver of Claims is of no effect within the Plaintiff's Lease, then neither would it be of any effect if it were to come from Elder & Elder (attached is Elder's Waiver of Claims). **Something** has to have some static effect, everything cannot be variable for the satisfaction of whatever whims might arise in a single-sided standpoint.

5.) The Defendant was not moving the Court to dismiss the Case on the grounds that the Defendant merely possessed insurance. The Defendant was moving the Court to recognize that the Plaintiff was in possession of the Insurance Policy as it was a requisite when moving into the Plaintiff's property, and that it is the Plaintiff that has Breached the Agreement in the regard that the Defendant is having to address this issue within the present-styled case anyway. In other words, what good was the Lease Agreement's Waiver Clause? Or Elder's Waiver, for that matter?

6.) In addressing the Plaintiff's second sentence,

"To the the best of Plaintiffs' knowledge, Defendant has not filed a claim with her insurance carrier."

Defendant states that Plaintiff has a correct assessment.

7.) Plaintiff's third sentence,

"If the Defendant has insurance that will cover the damages done which are the subject of the complaint, Defendant should file a claim on her policy. "

The Defendant asserts that she ought not to pay for the damages caused by others, whether the damage be due to the negligence of the Plaintiff, or the Plaintiff's other tenants (past or present), or Acts of Nature (nature, for a true example, such as the Plaintiff's pipe that burst in the Customer area due to freezing cold and the only instruction given the Defendant by the Plaintiff on how to solve the issue was a reprimand for not leaving the water in a dripping state to prevent the pipe from freezing...phhht.....).

8.) The plaintiff asserts in sentence four that,

"Plaintiffs cannot make a claim on the Defendant's insurance policy unilaterally."

See answer 3 aforementioned

9.) And finally, Defendant answers the final sentence of the plaintiff Response,

"Until such time that Defendant's insurance covers the damages, Plaintiffs have a valid complaint entitled to the heard by the Court."

Defendant states, You shall get your wish, then. The Defendant has been patient long enough.

In closing, Defendant requests of the Court to compel the Plaintiff to abide by the requests made by the Defendant for the demand for copies of documents already mentioned upon the Court Record.
To date, the Plaintiff has only availed the Defendant by sending useless blackened paper which will be presented at Trial for exhibit. There are, however, two documents that the Plaintiff has attached to the useless blackened paper. It appears to be a faxed receipt from Lowes, and again, is useless and non-bearing. The faxed document has been checked by calling the Lowes only to find that the Plaintiff is acting maliciously. It appears that the Plaintiff has sent a receipt that hasn't anything to do with this Case or the Plaintiff's Claim / Bill and is unverifiable as to why this was sent in the first place.
For instance, on page 3 (only page 3 and page 4 is sent constituting 2 legible pages) upon calling Lowes Store number 0453, is a transaction for "indoor home pest", invoice number 60698, Lowes states that this is a 2016 purchase. Furthermore, the faxed heading has the name William A Lord, DDS.

Could the Court instruct the Defendant as to whether or not the Defendant is in accordance with procedure for obtaining receipts from the Plaintiff to verify the amounts claimed by the Plaintiff? The Plaintiff still refuses to avail the copies of other receipts, such as rental receipts as well as the other requests stated on the Discovery, which was personally placed in the care of the Plaintiff within the Plaintiff's own office on N. Limestone St.

Respectfully,

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 23 day of November 2016

MUTUAL RELEASE OF CLAIMS

Now come Eric Crow and Theresa Crow, hereinafter, the Crows, and Margaret Baldino,

For valuable considerations between the parties paid, the undersigned Eric and Theresa Crow, the Crows, and Margaret Baldino, on behalf of themselves, their successors, heirs, fiduciaries, agents, assigns or any other person or entity whose claim may arise by and/or through them, do hereby mutually release and discharge the other from any claims, causes of action, losses and or demands whatsoever on account of or in any way arising out of the real property located at 1335 N. Limestone Street, Springfield, Ohio, a lease between the parties pertaining to said real property , and the matter of Crow vs Baldino, Municipal Court Case # 15 CVF 2981.

Signed this _____day of _____, 2016

_____
Eric R. Crow

_____
Margaret Baldino

_____
Theresa A. Crow