

IN THE MUNICIPAL COURT OF CLARK COUNTY, OHIO  
CIVIL DIVISION

FILED

2016 NOV 28 PM 2:15

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 to Dismiss  
Evidence of Material Defect

-v-

Margaret Baldino  
1734 Yardley Circle  
Centerville, Ohio 45459  
Defendant,

In re: Case No. 15CVF02981

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

Judgment has been passed that all of the Defendant's evidences are not permitted to Defendant.  
Judgment has been passed that the Motion for Discovery is not permitted to Defendant.  
Judgment has been passed the Federal Law which permits Pro Se is clearly not to the liking of the Judge and that the Judge dishonors all evidences that would support the defense due to not following procedures as if Defendant were expected to be an Attorney, or else.

The following justifies the foregoing:

1.) Whereas the **Plaintiffs' Claim** to the Court state 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."***

No evidence has been necessary to facilitate the suit against the Defendant.

**P**

2.) The Defendant now submits to the Court, Defendant's Exhibit "P".

Shown are a letter from the Plaintiffs, themselves, sent to the Defendant attributing the blame to another persons name, NOT the Defendant's.

In which, the Plaintiffs state,

***"Please find an invoice enclosed for the damages caused to the property during the duration of Kenny's occupancy in the building."***

The "P" Exhibit is signed by Theresa Crow on November 4, 2014.

The afore-quoted admission was made more than a year prior to this present Case.

**R**

3.) The Defendant now submits to the Court, Defendant's Exhibit "R".

Shown are a letter from the Plaintiffs' attorney, sent to other than the Defendant, attributing the blame to another persons name, NOT the Defendant's.

**H**

4.) The Defendant now submits to the Court, Defendant's Exhibit "H".

Shown are an *Agreement*, used interchangeably herein as **Contract, Lease, Instrument, and/or Agreement**, brought and signed between the Plaintiffs and the Defendant.

The Defendant's Exhibit "H" Lease Agreement differs from the Plaintiffs' version which the Plaintiffs have submitted to the Court.

Like the Lease Agreement which the Plaintiff has submitted to the Court, the Defendant's "H" Exhibit shows a date contained within the header to be November 12, 2012.

However, unlike the Plaintiffs' version of the Lease submitted to the Court, Defendant's version of the Lease Agreement has language not contained within the Plaintiffs' version of the Lease. Such as, seen at the bottom of the Defendant's attached "H" Exhibit are the handwriting and initials belonging to Theresa Crow, one of the Plaintiffs.

Whereas the **Plaintiffs'** version of the Lease Agreement, submitted to the Court, *does not contain the correct and/or complete Agreement* as the information herein support.

The Plaintiffs' version of the Lease Agreement / Contract, submitted to the Court, is flawed, incorrect,

invalid, and/or lacking not exclusive of the reasons expressed herein.

5.) The **Defendant's** version of the Lease Agreement, makes mention of the critical Security Deposit.

Whereas the **Plaintiffs'** version of the Lease Agreement, filed with the Court in this matter, states nothing of the matter of the Security Deposit.

However all parties, the Plaintiffs, the Plaintiffs' Attorney, the Defendant, have each affirmed as shown in the submittals made by the Defendant in the Court Record, that there is a Security Deposit, still at large.

The Plaintiffs' version of the Lease Agreement, the submittal of the Incorrect version to the Court, begs the question,

Can they that are unlawful approach the Court to accuse others of their unlawfulness? And further, before Judgment has been passed on the unlawful (to first bring the Plaintiffs to a legal standing), how is it that the Plaintiffs have any Claim against the Defendant until the Plaintiffs are themselves within the Law?

And still further, if the Accusers have accused and created turmoil to the *wrong* party, whether intentionally or otherwise, if the unlawful withholder of the Security Deposit has accused the wrong party, then it should certainly be in the interest of the Damaged Party to establish the correct Contract to support the Counter Claim, and such as legally allowed as per Ohio State Law in regards to the Security Deposit as part of the Defendant's Counter Claim being heard before this same Court.

6.) The Plaintiffs have submitted an incorrect instrument to the Court. Yet in the plaintiffs' **Bill for Damages and Plaintiffs' Demand for Payment**, the Plaintiffs acknowledge having had received the SECURITY DEPOSIT from the Defendant which support the legitimacy of the Defendant's version of the Lease Agreement.

7.) The Plaintiffs have submitted an incorrect instrument to the Court. Yet in the plaintiffs' **Bill for Damages and Plaintiffs' Demand for Payment**, the Plaintiffs acknowledge having had received the SECURITY DEPOSIT from the Defendant which support the legitimacy of the Defendant's Canceled Check, which also makes mention of the Security Deposit, and gives support to the Defendant's assertion that there are other Lease Agreements that the Plaintiffs' inadequate version precludes.

8.) The "canceled check" Exhibit is in the Defendant's formerly filed **Memorandum and Motion to the Court**, shown are what the proceeds were to cover. At the lower-left of Defendant's check are similarly stated language pertaining to the Security Deposit.

The Plaintiffs' version of the Lease Agreement omits any such language or protection to the Defendant's entire Security Deposit issue.

Whereas the Defendant's version of the Lease Agreement may contain other issues, that may be brought up in the defense of the Defendant's Counter-Claim against the Plaintiffs, for Wrongful Damages, Breach of Contract, or any other issues and areas that may arise in the presentation of said

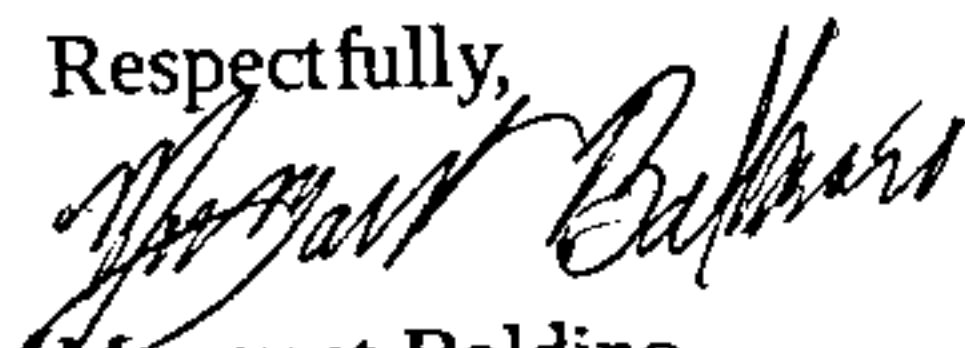
Counter-Claim.

9.) *Plaintiffs, having already submitted to the Court in their Bill for Damages, contain an admission that the Security Deposit exists, yet Plaintiffs have submitted a Lease Agreement that lacks such language or acknowledgment.*

10.) *The foregoing establishes the Plaintiffs have breached the Contract and have caused damage to the Defendant in doing so.*

*The Defendant asserts that the Plaintiffs have no just cause for claim against the Defendant, and the Defendant moves the Court for dismissal of the Plaintiffs' erroneous version of the Lease Agreement. Further it is requested of the Court to dismiss the Plaintiffs' Claims against the Defendant, and to rule in the favor of the Defendant in regards to the Defendant's Counter-Claim and the un-calculated losses caused by the Plaintiffs in their wrongful Claim against the Defendant.*

Respectfully,



Margaret Baldino  
1734 Yardley Circle  
Centerville, Ohio 45459  
(727) 385-6007

CERTIFICATE OF SERVICE

A Copy of this Notice was mailed to the Plaintiff  
and their Attorney on the 28 day of November 2016

Attached herein are: Exhibits P, R, H