

IN THE MUNICIPAL COURT OF CLARK COUNTY, OHIO
CIVIL DIVISION

FILED

2016 AUG -2 AM 9:02

GUY A. FERGUSON, CLERK
MUNICIPAL COURT

BY AD DEPUTY

Eric Crow
5335 Lehman Road
Springfield, Ohio 45502
Plaintiff,

Theresa Crow
5335 Lehman Road
Springfield, Ohio 45502
Plaintiff,

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,

and

James E. Heath
Ronemus & Heath,
Attorney at Law
5 East Columbia St.
Springfield, Ohio 45502
Attorney for Defendant,

JUDGE AMY (?)

MOTION TO CORRECT THE RECORD

In re: Case No. 15CVF02981

Comes now, a third party to the case afore-titled, Kenneth Hendrick, Pro Se and resident of Clark County, domiciled at 2803 Troy Road in Springfield Ohio, states as follows:

MOTION TO CORRECT THE RECORD

SEQUENCE OF EVENTS

1.) 2012 F.E.M.A. Aid

Disaster in Florida – Aid Check to Kenneth Hendrick (See F.E.M.A.Exhibit #3); place declared by F.E.M.A. To be a disaster/uninhabitable

2.) Lease is signed with Plaintiff to allow for a Computer Repair Shop

2012 - Margaret Baldino signs Lease with Plaintiff due to inability for Kenneth Hendrick to produce I.d. ; Plaintiff is privy to this at signing. All receipts show Kenneth thereafter.

(See Waiver of Claims Section Exhibit #4)

3.) Kenneth Hendrick gives notice to vacate July/August

Due to erratic electrical issues within Plaintiff's Building (circa 1900, literally), Kenneth Hendrick gives Plaintiff notice to vacate. After "walk-through" inspection, Plaintiff stipulates that only a 6inch or 8inch square cut and framed hole in wall is contention.

4.) Repairs are made above and beyond that which was requested by Plaintiff

Kenneth Hendrick repairs hole in wall (made to allow for alternate electricity into building), and much more. Rental was utilized as a Computer Repair Shop, electricity is an obvious necessity. (Can & Will produce Video & Audio evidence of no electricity; or just search youtube using the keywords " 1335 north limestone springfield ")

5.) Series of disasters occur following walk-through inspection due to upstairs tenant activities

Plaintiff was well-aware of each and every disaster as they occurred either in person or by telephone. (Can & Will produce Video & Audio evidence ~~of no electricity~~; or just search youtube using the keywords " 1335 north limestone springfield ")

6.) Fire Department Assessment of less than One Thousand Dollars (yet plaintiff profits \$4863.38 + for fire and other damages

Several weeks before Kenneth Hendrick departs from Plaintiff's Property, August 10, 2014, a small fire is started by upstairs tenant. (see Exhibit #5 Incident Number 14-0010207)

7.) Kenneth Hendrick moves out of Plaintiff's Property

September 9 2014 – sigh of relief

8.) Plaintiff files suit against upstairs Tenant

June 29, 2015, Nicole Tesseneer - Case Number 15cve1755

Judgment for Plaintiff \$4,863.38+Court Costs+Interest (See Exhibit #6)

9.) Four months later, Plaintiff files suit against Margaret Baldino

October 26, 2015, Margaret Baldino and not Kenneth Hendrick is sued for property damage claimed to amount to \$4,431.00 or \$4,081.00 (depending which demand you are looking at) for ceiling tiles, carpet, glue on the window(s), etc.

Fact: All receipts to and from Plaintiff for monies reflect Kenneth and not Margaret (with the exception

of the primary payment as already stated on line 3 above)

Fact: Margaret Baldino never re-signed with Plaintiff; new arrangements made between Kenneth Hendrick and the Plaintiff.

Fact: Margaret was never present at Plaintiff's Property, not one day or one night (save only a dozen or so 20-minute visits in the 1 year, 9 months, 29 days including the end date period in which Kenneth Hendrick rented from the Plaintiff).

Fact: Kenneth Hendrick can show video and audio evidence of damage to his personal property due to Plaintiff's defective water-logged, leaking, electrically-deficient 1900 rental building. Evidence of Kenneth's property damages, again, is in the form of audio and video records, some of which are on publicly accessible video sites including Youtube, Veoh, Yandex, and more or just:

<https://youtu.be/S0E7vAcGKqY> or

<https://www.youtube.com/watch?v=S0E7vAcGKqY>

And furthermore, if the aforementioned wasn't enough, the presentation of other details ready to be brought before the Court might seal this matter once and for all.

Kenneth Hendrick would request the Court to instruct the Plaintiff to refile or if the Court sees fit, instruct Kenneth Hendrick to file a Counter-Suit.

*Kenneth Hendrick requests **Discovery** and is **Ready** to present the case before the Court as soon as the Court sees fit.*

Finally, in the interest of the Court, and to expedite this matter, Kenneth Hendrick requests of the Court to inform him as to the acceptable manner and / or medium in which all parties may view the audio/videos simultaneously, and whether the Court has the equipment, or to instruct Kenneth Hendrick to bring his own video projector.

WHEREFORE, Pro Se Litigant, Kenneth Hendrick, attests that all the foregoing is correct and

true, and respectfully requests the Court's Review and consideration that this matter reflect the

correct party to this case, as allowable by Law.

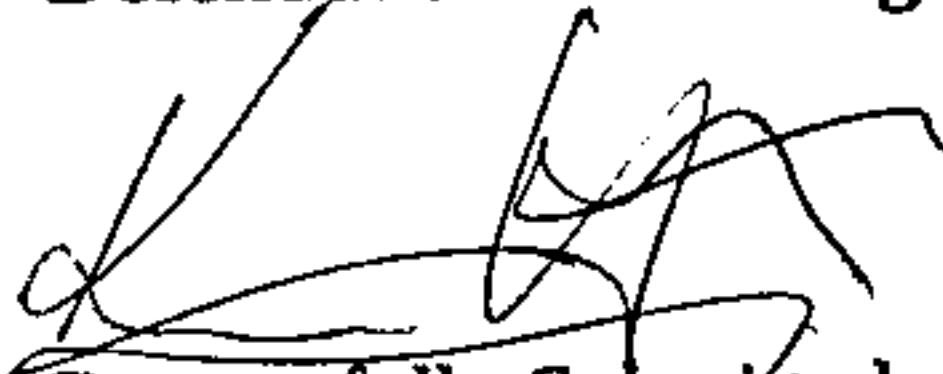
The request is made that Margaret Baldino be released to return to her free choice of Florida

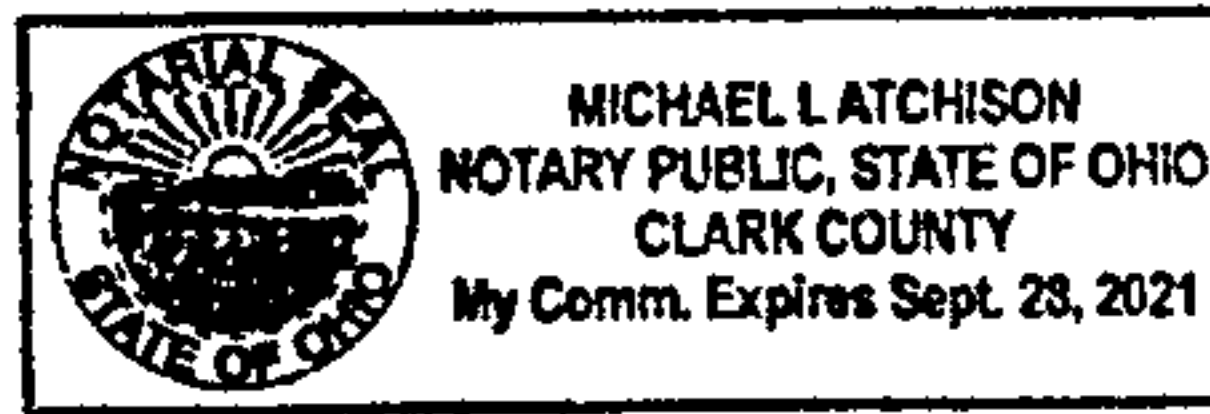
State if she so desires, and that allowing further action against the now-named Defendant by the

named-Plaintiff, or it's Attorneys, ought to require lawful Cause or Evidence, that the Defendant

should be receiving this undue stress, undue loss, and the intrusion of this Legal Matter into the

Defendant's remaining time on this planet.


Respectfully Submitted,



Kenneth Hendrick
2803 Troy Road
Springfield, Ohio 45504
(937) 718-3586
Kennethhendrick@yandex.com
Pro Se

SIGNED 01 AUGUST 2016

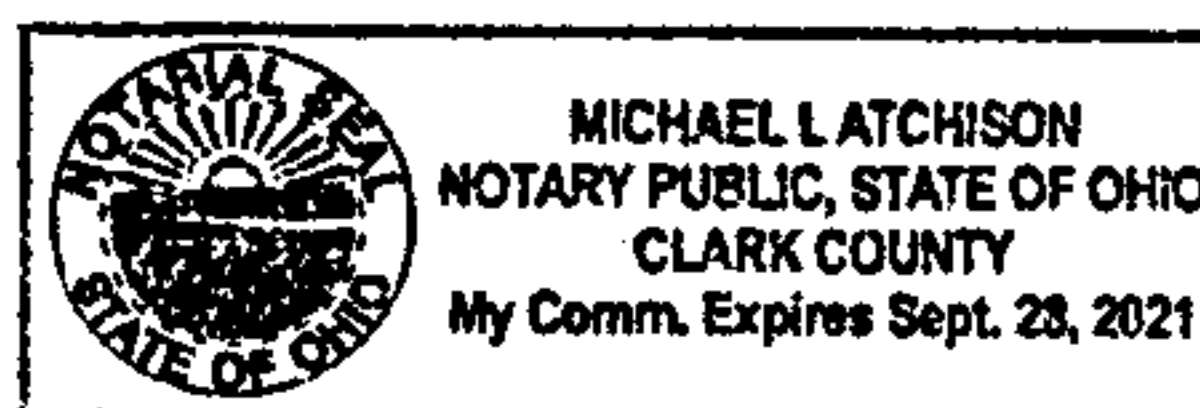


CERTIFICATE OF SERVICE

A Copy of this Motion was mailed to all parties and their Attorney on the 25 day of July 2016

Signed, *Pro Se* Litigant,


Kenneth Hendrick



SIGNED 01 AUGUST 2016



ALL-PURPOSE ACKNOWLEDGMENT

State of OHIO

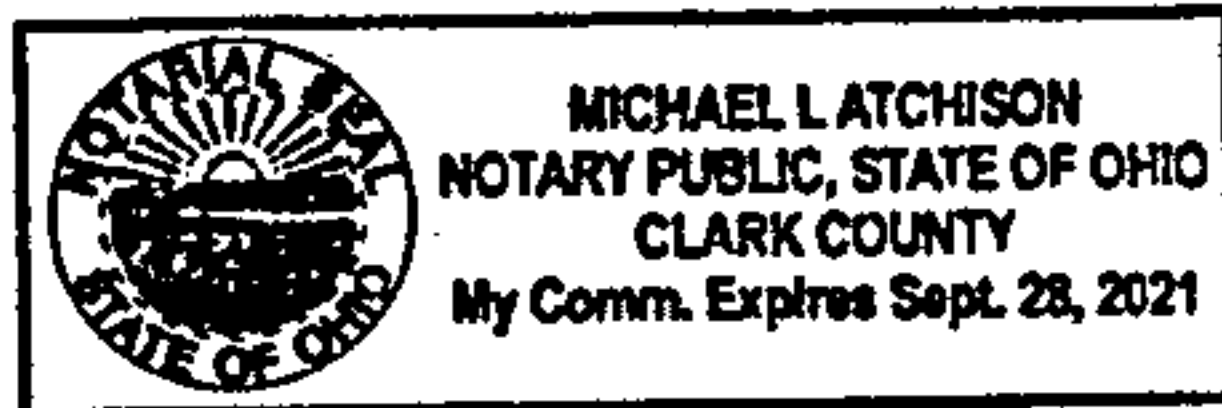
County of CLARK

On 01 AUGUST 2016 before me, MICHAEL L ATCHISON
DATE NAME OF NOTARY PUBLIC

personally appeared KENNETH EUGENE HENDRICK
NAME OF SIGNERS(S)

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



A handwritten signature in black ink, appearing to read "Michael L. Atchison".

SIGNATURE OF NOTARY

NOTARY SEAL

My commission expires: 09/28/2021

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it may prove valuable to persons relying on this Acknowledgment and could prevent fraudulent reattachment of this certificate to another document.

DESCRIPTION OF ATTACHED DOCUMENT

MOTION TO CORRECT RECORD

Title of Document

EXHIBIT 3, 4, 5, 6



W. Craig Fugate
Administrator
Federal Emergency Management Agency

Rick Scott
Governor
State of Florida

National Processing Service Center
P.O. Box 10055
Hyattsville, MD 20782-8055
1-800-621-FEMA(3362)
Fax No.: 1-800-827-8112

Date: 7/12/2012

FEMA Application No. 450318030

Disaster No. 4068

Mr Kenneth E Hendrick
5006 Shamrock Dr
New Port Richey, FL 34652

Dear Mr Kenneth E Hendrick:

We recognize this is a difficult time for you and your family and understand many people need help following a disaster. We are committed to providing you any help we can, including important information to begin your recovery.

The Federal Emergency Management Agency (FEMA) and State of Florida have carefully considered all available information regarding your request for assistance. Our decision(s) regarding your request is explained below.

CATEGORIES

Rental Assistance

DETERMINATION

\$1,532.00

Total Grant Amount:

\$1,532.00

ER - Eligible - Rental Assistance

You have been approved to receive rental assistance from FEMA. We are providing you this assistance so that you and members of your pre-disaster household can temporarily rent a place to live. We expect all families who receive FEMA temporary rental assistance to return to their damaged home when it is repaired or to locate and occupy affordable housing without FEMA rental assistance at the ear

The monthly amount of rental assistance we provided you is based on rental rates from the U.S. Department of Housing and Urban Development (HUD). If you are unable to receive this assistance, please contact the FEMA Helpline at 1-800-621-FEMA (3362). If you are hearing or speech impaired, please call 1-800-462-7585.

If you think we have not paid you the appropriate amount of rental assistance, you may appeal. Please send us a statement that describes the number of bedrooms occupied before the disaster. It is also very important that you include your current address and contact information.

FEMA will be sending you another letter soon explaining how to request additional rental assistance. When that letter arrives, please read it carefully and make sure you understand the information.

Exhibit 3

SECTION XIII.
WAIVER OF CLAIMS

Each of the parties hereto waives all claims for damages against the other arising out of the damage or destruction of property caused by the negligence of the other party to the extent that such claims shall be covered by casualty insurance, unless such waiver would void the

coverage of such insurance. To avoid such voiding of this waiver, insurance shall be provided which allows such waiver of claims.

SECTION XIV.
FAILURE OF LESSEE TO MAKE REQUIRED PAYMENTS

Exhibit #4

Clause of Plaintiff's
Contract

A		12029		CH		110		2014		7		14-0010207		000		SPR-1	
B		Location*		1335 N		Limestone		Springfield		CH		45°04					
C		Incident Type *		111		Police		E1 Date & Times		Month		Day		Year		Hr Min Sec	
D		Aid Given or Received*		1		Medical aid given		E2 Shift & Alarms		8		17					
E		Actions Taken *		37		Investigate fire out on		E3		Special Studies							
F		Completed Modules		H1 Casualties		H2 Hazardous Materials Release		G1 Resources		G2 Estimated Dollar Losses & Values		I Mixed Use Property					
J		Property Use*		Structures		Outside		341		Clinic, clinic type infirmary		539		Household goods sales/repairs			
		131		Church, place of worship		124		Playground or park		936		Vacant lot					
		161		Restaurant or cafeteria		655		Crops or orchard		938		Graded/cute for plot of 1					
		162		Bar/ Tavern or nightclub		660		Forest (timberland)		946		Lake, river, stream					
		213		Elementary school or kindergarten		807		Culvert storage area		951		Railroad right of way					
		215		High school or junior high		919		Dump or sanitary landfill		960		Other street					
		241		College, adult education		931		Open land or field		961		Highway/divided highway					
		311		Care facility for the aged						962		Residential street/drive					
		331		Hospital													

2. Upon information and belief, Defendant's negligent and/or reckless conduct, includes, but is not limited to, failing to properly extinguish a cigarette by placing it into a flower pot.

3. At the time of the fire, Defendant Nicole Tesseneer was a tenant and renting 1335 1/2 North Limestone, Springfield, Ohio ("rental unit") from Eric Crow and Theresa Crow. Eric Crow and Theresa Crow are the owners of the rental unit.

4. Prior to said fire, Cincinnati Insurance Company ("CIC") issued a policy of property insurance to Eric Crow and Theresa Crow ("Insureds"). Said policy was subject to a \$500.00 deductible.

5. As a direct and proximate result of Defendant Nicole Tesseneer's negligent and/or reckless conduct, the Insureds incurred property damage in the amount of \$4,863.38 and pursuant to the terms and conditions of said policy, CIC paid to or on behalf of its Insureds the sum of \$4,363.38.

6. By reason of said payments to its Insureds and the negligence of the Defendant, CIC became subrogated to the rights and interests of its Insureds in the preceding amounts.

7. As a further direct and proximate result of Defendant Nicole Tesseneer's negligent and/or reckless conduct, the Insureds incurred damages of \$500.00. Said amount represents the Insureds' deductible of the aforementioned policy.

SECOND CLAIM FOR RELIEF - NEGLIGENCE PER SE

8. Plaintiffs restate each and every allegation as set forth in paragraphs 1 through 7 of their Complaint.

9. As described supra, Defendant intentionally and/or negligently destroyed, defaced, and/or damaged the rental unit in violation of O.R.C. § 5321.05.

10. As a direct and proximate result of this violation, the Insureds incurred property damage in the amount of \$4,863.38.

12. Pursuant to the terms and conditions of said policy and by reason of said damage, CIC paid to or on behalf of its Insureds the sum of \$4,363.38.

13. By reason of said payment to its Insured and Defendant's negligence per se, CIC became subrogated to the rights and interests of its Insured in the said amount.

14. As a further direct and proximate result of Defendant Nicole Tesseneer's negligence per se, the Insureds incurred damages of \$500.00. Said amount represents the Insureds' deductible of the aforementioned policy.

AGAIN, EXHIBIT #6
CASE NO. 15 CVE
01755

or
Damage!