

IN THE MUNICIPAL COURT OF CLARK COUNTY, OHIO
CIVIL DIVISION

FILED
2016 AUG -2 AM 9:02

BOY 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,

JUDGE AMY (?)

MOTION TO CORRECT THE RECORD

-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,

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.

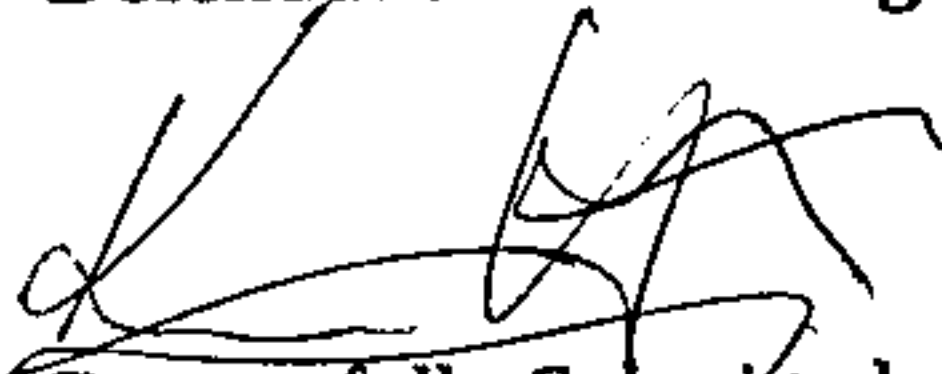
The request is made that Margaret Baldino be released to return to her free choice of Florida

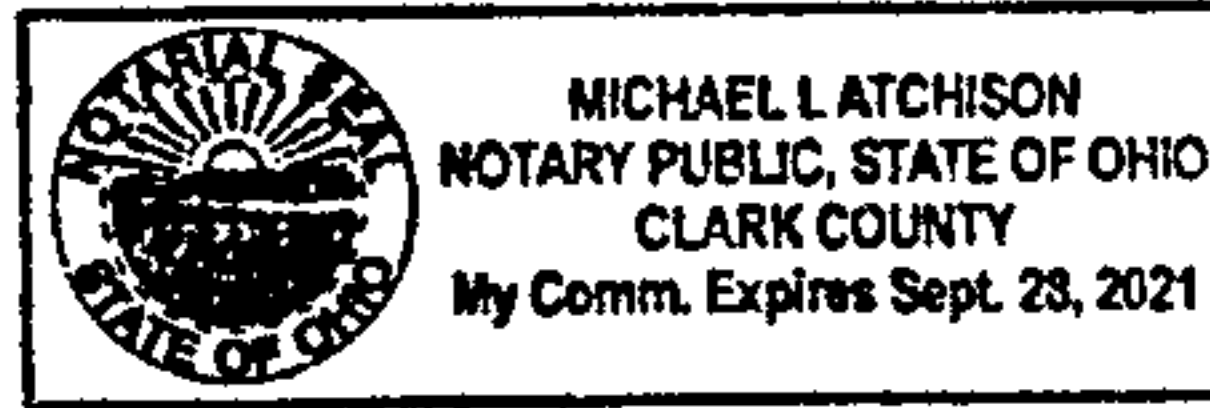
State if she so desires, and that allowing further action against the now-named Defendant by the

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

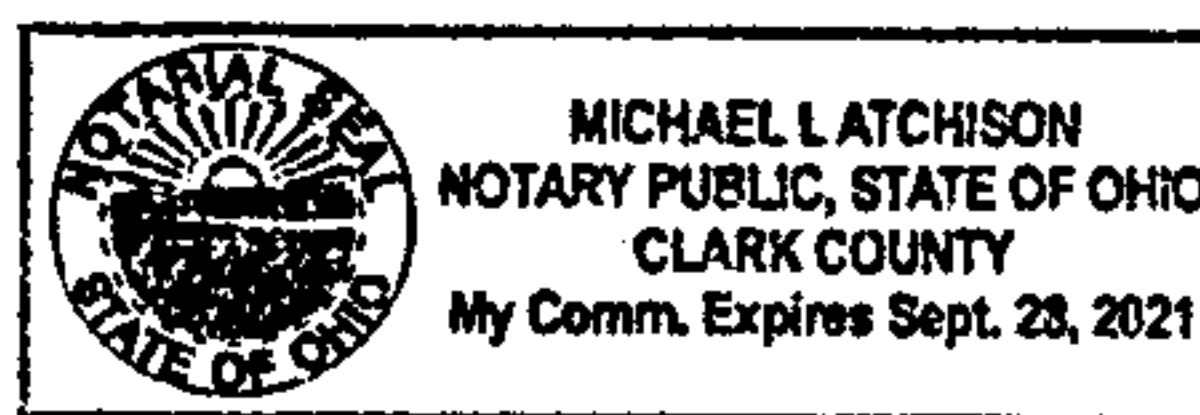


CERTIFICATE OF SERVICE

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

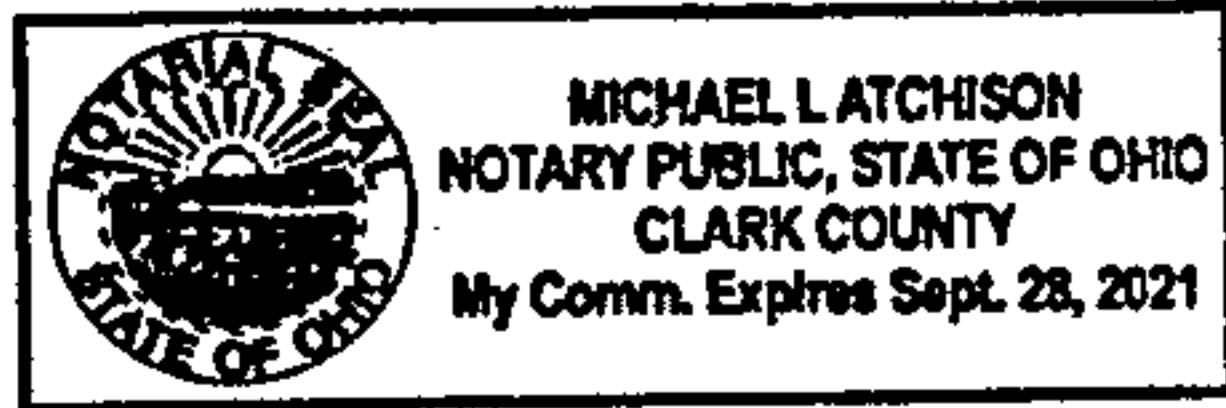
County of CLARK

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.



[Signature]
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.

<u>CATEGORIES</u>	<u>DETERMINATION</u>
Rental Assistance	\$1,532.00
<hr/>	<hr/>
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.

Exhibit 3

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

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.

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

B Location*
 Street address: 1335 N Limestone
 City: Springfield OH 45504

C Incident Type*
 111 []
 D Aid Given or Received*
 1 []
 2 []
 3 []
 4 []
 5 []
 6 [X]
 E1 Date & Times
 Month Day Year H:MM:SS
 Alarm * 08 10 2014 14:53:15
 Arr val * [X] 08 10 2014 15:09:11
 Last Unit Closed [X] 08 10 2014 15:34:51
 E2 Shift & Alarms
 E3 Special Studies

F Actions Taken*
 37 Investigate fire out on
 12 Salvage & overhaul
 G: Resources*
 [X]
 Apparatus Dispatched Property \$ 001 000
 Suppressed 0001 0003
 G2 Estimated Dollar Losses & Values
 None
 Property \$ 065 000
 Contents \$ 000 000

Completed Modules
 [X] Fire 2
 [X] Structure 7
 [] Civil Fire 1
 [] Fire Serv. Cov.
 [] HME-1
 [] HazMat 7
 [] Wildland Fire 8
 [] Apparatus
 [] Personnel 10
 [] Arson 11
 H1 Casualties
 H2 Injuries
 H3 Hazardous Materials Release
 [X] None
 1 Natural Gas
 2 Propane Gas
 3 Gasoline
 4 Kerosene
 5 Diesel fuel/used oil
 6 Household solvents
 7 Motor oil
 8 Paint
 9 Other
 I Mixed Use Property
 101 [] Not Mixed
 10 [] Assembly use
 20 [] Education use
 30 [] Medical use
 40 [] Residential use
 50 [] Sew of stores
 51 [] Engineered mill
 52 [] Bus & Residential
 53 [] Office use
 54 [] Industrial use
 55 [] Military use
 56 [] Fair use
 57 [] Other mixed use

J Property Use* Structures
 131 [] Church place of worship
 161 [] Restaurant or cafeteria
 162 [] Bar/ Tavern or nightclub
 213 [] Elementary school or kindergarten
 215 [] High school or junior high
 241 [] College, adult education
 311 [] Care facility for the aged
 331 [] Hospital
 Outside
 124 [] Playground or park
 655 [] Crops or orchard
 660 [] Forest (fisherland)
 807 [] Outdoor storage area
 919 [] Dump or sanitary landfill
 931 [] Open land or field
 341 [] Clinic, clinic type infirmary
 342 [] Doctor/consult office
 361 [] Prison or jail, not juvenile
 419 [X] 1 or 2-family dwelling
 429 [] Multi-family dwelling
 439 [] Rooming boarding house
 449 [] Commercial hotel or motel
 459 [] Residential, board and care
 464 [] Motels/travels
 519 [] Food and beverage sales
 539 [] Household goods sales, repairs
 579 [] Motor vehicle/boat sales/repair
 571 [] Gas or service station
 599 [] Business office

Exhibit 5

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

of
DAMAGE!