



Henry F Curtis, IV, Chairman

Anthony W. Perlatti, Director

Inajo Davis Chappell, Board Member

Anthony Kaloger, Deputy Director

Terence M. McCafferty, Board Member

Lisa M. Stickan, Board Member

MEETING AGENDA

May 23, 2023

9:30 a.m.

THE PLEDGE OF ALLEGIANCE

ADMINISTRATIVE

1. Approval of the minutes from the April 18, 2023, Board Meeting
2. Acknowledgment of Secretary of State Directive 2023-07: August 8, 2023, Special Election for Statewide Ballot Issue
3. Acknowledgment of the disposal of 135 ES&S AutoMark Ballot Marking devices

BALLOT

4. Certification of the official results of the May 2, 2023, Primary Election
 - a. Authorization to approve the remake of the optical scan ballots from the May 2, 2023, Primary Election
 - b. Authorization to approve absentee ballots from the May 2, 2023, Primary Election
 - c. Authorization to approve provisional ballots from the May 2, 2023, Primary Election
 - d. Acknowledgment of the pre & post-test results of the vote tabulation system from the May 2, 2023, Primary Election
5. Acknowledgment of the date, time, and place of the post-election audit for the May 2, 2023, Primary Election
6. Preliminary approval of the ballot order for the August 8, 2023, Special Election
7. Approval to outsource the printing and mailing of Vote-by-Mail ballots for the August 8, 2023, Special Election

REGISTRATION

8. Challenge of voter residency filed by Eric Brewer against Stephanie Marie McCarroll-King
9. Challenge of voter residency filed by Eric Brewer against Brandon King
10. Challenge of voter residency filed by Eric Brewer against Norma King
11. Challenge of voter residency filed by Eric Brewer against Cecil King, Jr.
12. Challenge of voter residency filed by Eric Brewer against Norman King

CANDIDATE AND PETITION SERVICES

13. Acknowledgment of resignation from and appointment to elected office
14. Certifications of independent candidates to the November 7, 2023, General Election

Video of this meeting can be viewed at <https://www.youtube.com/CuyahogaCountyBOE>

¹ Please email mbejjani@cuyahogacounty.gov or dwhite1@cuyahogacounty.gov with your name and the nature of your comment so we can fully assist you.

ELECTION OFFICIALS

15. Approval to appoint not less than two precinct election officials for each precinct pursuant to ORC §3501.22 for the August 8, 2023, Special Election

ELECTION SUPPORT

16. Preliminary authorization for the allocation of voting booths for the August 8, 2023, Special Election. Allocation quantities are based on one voting booth for every 175 registered voters per polling location. A total of 5,072 voting booths will be allocated + 782 ClearCast Go scanners + 287 ADA ClearAccess voting units and 980 Electronic Poll Books

FISCAL SERVICES

17. Approval of contracts
18. Approval of vouchers

HUMAN RESOURCES

19. Approval of the personnel agenda

NEW BUSINESS

PUBLIC COMMENT¹

EXECUTIVE SESSION

Discussion of personnel issues (to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official) and disputes involving the public body that are the subject of pending or imminent court action.

Updated 5.19.2023

VOTE CUYAHOGA COUNTY BOARD OF ELECTIONS

2023 Board Meeting Schedule

May 2023

Tuesday, May 23rd @ 9:30AM

Certification of the May 2, 2023 Primary Election

June 2023

Week of June 5, 2023 (Date TBD)

Potential Audit/Recount Certification Meeting of the May 2, 2023 Primary Election

Wednesday, June 21st @ 9:30AM

Certification of remaining issues and charter amendments for the August 8, 2023 Special Election

Certification of candidates and issues for the September 12, 2023 Primary Election
Certification of independent candidates for the November 7, 2023 General Election

July 2023

Monday, July 17th @ 9:30AM

Certification of write-ins for September 12, 2023 Primary Election

Certification of remaining issues for September 12, 2023 Primary Election

August 2023

Monday, August 7th @ 9:30AM

Meeting for the August 8, 2023 Special Election

Tuesday, August 8th

August 8, 2023 Special Election

Monday, August 21st @ 9:30AM

Provisional verification for the August 8, 2023 Special Election

Certification of candidates and issues for the November 7, 2023 General Election

Tuesday, August 29th @ 9:30AM

Certification of the August 8, 2023 Special Election

September 2023

Monday, September 11th @ 9:30AM

Audit/Recount Certification of the August 8, 2023 Special Election

Certification of remaining candidates for the November 7, 2023 General Election

Certification of remaining issues and charter amendments for the November 7, 2023 General Election

Certification of write-in candidates for the November 7, 2023 General Election

Tuesday, September 12th

September 12, 2023 Primary Election

Wednesday, September 27th @ 9:30AM

Provisional verification for the September 12, 2023 Primary Election

Certification of the September 12, 2023 Primary Election

October 2023

Wednesday, October 18th @ 9:30AM

October Board Meeting

November 2023

Friday, November 3rd @ 9:30AM

Meeting for the November 7, 2023 General Election

Tuesday, November 7th

November 7, 2023 General Election

Monday, November 20th @ 9:30AM

Provisional Verification for the November 7, 2023 General Election

Tuesday, November 28th @ 9:30AM

Certification of the November 7, 2023 General Election

December 2023

Audit Certification of the November 7, 2023 General Election

Monday, December 18th @ 9:30AM

Certification of candidates and issues for the March 5, 2024 Primary Election

January 2024

Monday, January 8th @ 9:30AM

Certification of remaining issues and charter amendments for the March 5, 2024 Primary Election

Certification of write-in candidates for the March 5, 2024 Primary Election

Agenda Item

#1



**Board Meeting
4/28/2023**

Attending:

Henry F Curtis, IV, Chairman
Inajo Davis Chappell, Board Member
Terence M. McCafferty, Board Member
Lisa M. Stickan, Board Member
Anthony Perlatti, Director
Tony Kaloger, Deputy Director

Mary Bejjani, Clerk to the Board
Skip White, Clerk to the Board

The Cuyahoga County Board of Elections Meeting began at 9:30 a.m. Hereinafter referred to as the CCBOE/Board.

Chairman Curtis noted that all Board Members were in attendance.

Agenda Item 1: Approval of the minutes from the April 5, 2023, Board Meeting

Chairman Curtis moved to approve the minutes from the April 5, 2023, Board Meeting. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 2: Acknowledgment of municipal ward boundaries and corresponding precinct boundaries for North Olmsted

Based on Decennial U.S. Census, the Ohio Revised Code (ORC) requires municipalities to review their population data and rebalance the city wards.

Director Perlatti stated the City of North Olmsted's City Council took an aggressive approach to change the boundary lines. The City asked the CCBOE to draw the lines as geographically regular as possible, meaning square and rectangular versus irregular shapes. As a courtesy, the CCBOE provided a map back to the City. The North Olmsted Clerk and Council Members reviewed the map and were pleased with the work that was done.

Board Member Davis Chappell stated that the North Olmsted leadership would need to make the voters aware of the changes as eighty-four percent of the voters are impacted. The City's leadership needs to be clear that they were aggressive and the CCBOE did not initiate these changes, and communicate with the voters why the changes will be a positive result in the future. North Olmsted leaders need to be clear they are the drivers of the change, and the CCBOE cooperated in facilitating in getting it done. Director Perlatti agreed and stated that part of the conversations included needing proactive communication efforts.

The November 7, 2023, General Election will be the first election North Olmsted will use the new

Narrative that is underlined in the CCBOE minutes relates to a motion that was acted on by the Board.

boundaries. The CCBOE will be working with the City to inform the voters. Board Member Davis Chappell stated North Olmsted are the initiators of the changes, and the City needs to be equally aggressive on the back end in communicating the changes to the voters. The changes impact more voters than the Board has ever seen in acknowledging municipal ward boundary changes. Chairman Curtis asked how many polling locations would now be in North Olmsted. Director Perlatti stated there should be five or six locations, and there will be location reassignments.

Chairman Curtis moved to acknowledge the municipal ward boundaries and corresponding precinct boundaries for North Olmsted. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 3: Acknowledgment of resignations from, and appointments to elected office

Director Perlatti stated at the April 5, 2023, Board Meeting, the Board approved the CCBOE Appointment to Elected Office Policy. The Candidate and Petition Services Department created a form sent to municipal Law Directors and Clerks. The feedback received is positive as the form provides guidance on what is required and removes ambiguity.

Chairman Curtis moved to acknowledge the resignations from, and appointments to elected office, as set forth in the board materials. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 4: Approval of the personnel agenda

Chairman Curtis moved to approve the personnel agenda, as set forth in the board materials. Board Member Davis Chappell seconded. The motion passed unanimously.

NEW BUSINESS

May 2, 2023, Primary Election Update

Director Perlatti stated the CCBOE is prepared and ready for the May 2, 2023, Primary Election. The CCBOE has recruited and trained 100% of the poll workers. By April 29, 2023, the CCBOE staff will complete sixteen Zoom conference calls focusing on election changes, including required photo identification and the provisional process. Director Perlatti shared an informational card that poll workers will give to voters. The card will be provided in addition to the Ohio Secretary of State 12-H Form for voters who do not bring photo identification and instructs voters to go to the CCBOE within four days to provide identification.

Of the 65 polling sites for the Primary Election, 61 locations have been delivered. Three locations will be delivered on April 28, 2023, and one location will be done on Monday, May 1, 2023.

Early In-Person Voting (EIP) has been slow. Through April 27, 2023, the CCBOE has received 243 voters. Voting hours on Friday, April 28, 2023, are until 7:30 p.m. Weekend voting will be on Saturday, April 29, 2023 from 8:00 a.m. to 4:00 p.m. and Sunday, April 30, 2023 from 1:00 p.m. to 5:00 p.m. Sunday is the close of Early In-Person Voting. There will not be EIP voting on Monday, May 1, 2023. The changes in EIP voting hours have been shared on social media, press releases, and FaceBook Live.

The Vote by Mail (VBM) Department has sent out about 7,800 ballots, and approximately 5,900 have been returned, for an approximate 75% return. By Election Day, the CCBOE should receive about 750-1,000 VBM ballots for an 85% return. The VBM deadline was 8:30 p.m. on Tuesday, April 25,

2023. The CCBOE file was sent to Midwest, the ballot printing vendor, by 10:30 a.m. on Wednesday. About 100 ballots did go in the mail to the post office the same day. Since the close of VBM, the CCBOE has received 580 late VBM ballot applications that are not timely under the new voting rules. Board Member Davis Chappell asked if those voters were notified. Director Perlatti stated yes; those voters are mailed a letter.

For the CCBOE Command Center utilized on Election Day, the County Emergency Management team did a walk-through with the CCBOE staff to ensure everything was set up. The internal call center will be staffed with trained personnel to use the issue-tracking system on Election Day.

The CCBOE website reflects four sections on the host page. The first section is, "Where do I Vote?" That section provides choices: Which municipalities are in the May 2, 2023, Primary Election; Find Voting Information by Address; and Polling Location Changes. A CCBOE press release was published by Cleveland.com with the polling location changes for this Election. Signage is also put up at the polling locations. Board Member Davis Chappell asked if the Electronic Poll Books (EPBs) have also been updated to reflect the polling location changes. Director Perlatti said yes.

Director Perlatti stated that with the recent changes to the Law, there is no EIP voting on Monday, May 1, 2023. With this not being a county-wide election, typically, what previously happened was on Monday; once EIP voting closes, the CCBOE sends a final file out to the EPBs to capture what EIP voting occurred on Sunday and Monday. Now that there is no Monday EIP voting on May 1, 2023, the CCBOE staff will close the files, update the EPBs on Sunday after 5:00 p.m. The EPBs will then be packed for Election Support to pick up on Monday morning to deliver to the polling locations before the Monday night organizational meetings. Updating the EPBs will not need to be done Monday evening so the poll workers can focus on getting up the signage about photo ID requirements and the provisional process. For a County-wide Election due to the number of EPBs, this process may not be possible.

The CCBOE anticipated a 20% turnout for the May 2, 2023, Primary Election. Based on the volume of VBM ballot returns and EIP voters, turnout may be around 15%, with about 25,000 voters on Election Day.

Board Member Davis Chappell asked how the provide proof of identity informational cards will be distributed at the polls. Director Perlatti stated the card would be placed physically at the Voter Assistance Table for those assigned the table to hand out. The poll workers know about the cards and when a card should be given out. When the voter fills out the provisional envelope if no identification is provided, the voter will be given proof of identity card.

Board Member McCafferty asked about the process for sending the EPBs to the polling locations. Director Perlatti stated the CCBOE would keep the EPBs in the charging carts as long as possible to update the files. Previously, when the polls closed on Saturday, an updated file would be sent that updated the EPBs through Saturday voting and VBM applications that came in for the former deadline of Saturday at noon. The EPBs could then be moved from the charging cart to the case and organized the EBPBs by delivery zones. On Sunday morning Election Support would pick up the EPBs and stage the deliveries for deployment to the polling locations. The EPBs were not capturing the voting that took place on Sunday or Monday. Then a file would be created and updated on the EPBs at the Monday night organizational meeting. The CCBOE would know how many records should be updated, and poll workers would be trained to look for the update.

With a County-wide election, there would be 287 polling locations requiring a thousand EPBs is different from the May 2, 2023 Primary Election, with 65 polling locations using 200 EPBs—the EPBs need to be at the polling location for the 6:00 p.m. Monday night organizational meeting. The CCBOE will need to learn how to best accomplish the deliveries for a County-Wide Election.

Clear Ballot Update

Deputy Director Kaloger provided an update regarding the Clear Ballot Equipment testing processes. The CCBOE began receiving the Clear Ballot voting equipment in February 2023. As the equipment was received, the Ballot Department conducted phase one testing. The testing verified that the 1,100 Precinct ballot scanners and the 350 ADA ballot marking devices delivered were in good physical condition. The machines had no exterior damage, the hinges worked, and the equipment booted up correctly.

The week of April 24, 2023, phase two testing began, similar to the CCBOE logic and accuracy testing performed for every Election. The CCBOE verifies the internal functionality of each unit operates correctly. Each unit is loaded with a test election, which is loaded with the most robust election, a gubernatorial primary because it has multiple races and different ballot contest scenarios. Pre-printed ballot packs were also tested through the machines to verify that the units accurately read all the expected results 100% correctly. The CCBOE knows what the test results should be, run the ballots through and then verify all the positions are reported accurately. The Ballot staff hoped to have all the precinct scanners completed today. Similar testing will also be run on the high-speed scanners and the ADA ballot marking devices after the Primary Election.

Deputy Director Kaloger stated Brian Cleary, Ballot Department Manager, and the Ballot Department Staff are performing all this testing while not compromising the preparations for the May Election. Floor space is at an extreme premium, but the Ballot Department is getting the job done. Robin Roy, Information Services Department Manager, and Brent Lawler, Candidate and Petition Services Department Manager, and their staff has completed phase one of testing on the EIP ballot on-demand printers. They are preparing for phase two testing, which will also replicate and rigorously test of all the aspects of the EIP voting process. The EIP phase two testing will also begin after the May Primary Election.

Phase three of the testing will be the load test which will replicate the tabulation that occurs on Election night. Testing all the information that is received can be accurately tabulated in a period of time, as occurs on an Election night. After all the testing is done the CCBOE will notify the Secretary of State that the CCBOE received and properly tested all of the voting equipment. After the SOS receives the confirmation, they will write the check for nine and a half million dollars to Clear Ballot. All testing is on pace to be completed before the June 1, 2023, deadline.

Clear Ballot, as expected, has been a good partner with the CCBOE. They have provided a high level of service and support that Cuyahoga County expects. Board Member Davis Chappell asked if there have been any problems so far. Deputy Director Kaloger said there had been a few bumps, but Clear Ballot has been working with the CCBOE. There are no material problems or testing issues.

Director Perlatti stated Bob Hoyt, CEO of Clear Ballot, visited the CCBOE warehouse this week. Mr. Hoyt saw the Clear Ballot staff that are on-site to make sure they understand the importance of Cuyahoga County. He then visited Summit County, which is implementing the Clear Ballot equipment for the first time in the May 2023, Primary Election.

Request for Bids Update

Director Perlatti gave an update on upcoming CCBOE bids for contracts to request Board approval at the May Board meetings. All three bids will be two-year contracts.

The CCBOE has a bid out for the transportation and storage of voting equipment. The contract is currently held by Berman's Moving and Storage. The contract relates to taking election supplies from the CCBOE to the polling locations for Election Day and bringing them back after the Election. The bid was released on April 18, 2023, and a pre-bid conference was held on April 20, 2023. One vendor besides Berman's came and asked questions, which could result in a competitive process and good pricing. The bid will close on May 3, 2023.

The second bid is for van rentals which Enterprise currently holds. The vans are used on Election night to deliver and receive supplies for the poll workers. The van rental bid was also released on April 18, 2023, and a pre-bid conference was held on April 21, 2023. The CCBOE has received calls from vendors asking questions. The van rental bid also closes on May 3, 2023.

Director Perlatti stated there is also a request for the ballot printing bid, which is currently with Midwest Direct. The bid was released on April 20, 2023, and a pre-bid conference was held on April 24, 2023. Some vendors attended in person, and some attended via Zoom. There were eight people representing five companies at the pre-bid conference. The ballot printing bid closes on May 5, 2023. There was a change in the law that now allows out-of-state bidders for ballot printing. The law also adjusted the bond to equal the largest election conducted during the life of the contract cycle. The bond change can make it more economical for other vendors to participate. Two of the companies were from out of state. Midwest attended the pre-bid conference with four representatives, including the owner Rich Gebbie.

Board Member Davis Chappell asked what the standard is for CCBOE contracts. Assistant Prosecuting Attorney Musson stated it is typically the lowest and best. For the ballot printing, the standard was changed. Board Member Davis Chappell said she was glad the changes have allowed more vendors to participate in the process, but the CCBOE still needs the flexibility to know it is not just price.

The CCBOE will purchase a product called Team Dynamics which was not released for bid. The product is for an issue tracker system. The system currently used to log Election Day issues was created internally by a former employee, and the CCBOE now needs a better system. Team Dynamics is part of a national co-op program that Cuyahoga County participates in, similar to state-term pricing. Still, with the co-op, there is the ability to negotiate the cost. The CCBOE is not required to release a bid because the vendor has already been vetted and is eligible. The Fiscal Services Department is working with Assistant Prosecutor Musson regarding contract terms. The Team Dynamics product can be used for issue tracking and has inventory and asset management functions. The company has provided favorable pricing for Cuyahoga County, and it is a proven product.

Director Perlatti stated that Cuyahoga County released a request for proposal (RFP) for a new building for the CCBOE operation center. The bid did go out, and a pre-bid conference was held at the Halle Building hosted by the County Office of Procurement with Public Works. The CCBOE did attend and speak to the Real Estate Brokers and Agents who attended, explaining the operations in the Halle Building and what happens in the Hughes Building, and then took interested parties on a floor-by-floor tour of the Halle Building. There was also a tour of the Hughes Building.

Board Member Davis Chappell asked if part of the RFP included the logistical move and consolidation. Would the CCBOE be looking to hire, or will the county help provide that service, or will there be a bid

for a company to help move to another location? Director Perlatti stated the County would manage that part of the process separately.

There is a negotiation that occurs between the County and the vendors that submit a bid. The bid included build-outs to ensure it meets the requirements needed. The request closes on April 29, 2023. The first County Review Meeting will be on May 8, 2023, which Director Perlatti, Deputy Director Kaloger, and Shaunquitta Walker, Fiscal Services Manager, will attend.

Board Member McCafferty asked if there is an alternate plan if one location can not accommodate the entire agency. Director Perlatti stated, from his understanding, Public Works structured the bid with three sections Section A is what happens at the Halle Building, Section B is for Early In-Person Voting, and Section C is what happens in the Hughes Building. A vendor can submit a bid that captures Section A, B, and C, or submit A, B, meaning Halle and EIP voting, or B and C, meaning EIP voting and the Hughes Building functions. The space needed is approximately 175,000 square feet for the entire agency to be in one building. The specifications for the current EIP voting space for booths and queuing is about 8,000 square feet, and the desired area is now 20,000 square feet to allow for more voters to stand inside, out of the elements, and expand voting booths if needed and have a better flow. Ample EIP parking is also necessary. Director Kaloger stated some of the information gathered was based on conversations with Franklin County and what they have for their EIP voting center.

Board Member McCafferty asked if there was historical data of EIP voting numbers and how many parking spots are needed for voters. Director Perlatti stated Deputy Director Kaloger had compiled historical information about what is used. Depending on the location, ancillary parking could be available for voters and temporary employee parking. Board Member Davis Chappell asked to receive a copy of the CCBOE specifications.

Director Perlatti stated at 9:00 a.m. on Monday, May 1, 2023, there is a meeting at the Halle Building with the landlord, Gable Elevator, the contractor identified to make the elevator repairs in the Halle Building. The middle freight elevator will be repaired, and the contractor is waiting for the parts. The timeline for the repairs should be available at the Monday meeting. The County and the Halle Building landlord have decided on the repairs for the main freight elevator. Gable Elevator will also be awarded the contract for the main freight elevator. The large elevator will be replaced, except for the doors, accommodating the required timeline to use it for the November 7, 2023 General Election. The elevator will then be taken out of commission. The parts will be on hand to repair in two-and-a-half months for completion at the end of January 2024 to begin preparations for the March 2024 Presidential Primary. The doors could be replaced later, but replacing the doors now would add a few more months to the project. The elevator will function to go up and down with a call button and stop level with the floor.

Director Perlatti stated that the Legislators have not yet set an August 2023 election. The Secretary of State informed the legislature that May 10, 2023, is the backstop to conduct an August Election 90 days before the election. The CCBOE generally looks to have 120 days, which would have been April 10, 2023. The additional time is needed because of contracts for polling locations. The ability to secure training sites for poll workers needs to be in place. Training Poll workers begins 60 days before the Election, which requires securing the poll workers and setting the locations to train in. Securing polling locations, including schools, requires making special arrangements during summer break to ensure the buildings can be accessed, and making those contacts now is essential. The CCBOE needs to inform the vendors with numbers so they can be prepared.

The new voting equipment is something the CCBOE hoped to have implemented in September. If there is an August Election, the new equipment will need to be implemented in August and not in September. The CCBOE is still completing acceptance testing, which is being worked on now. The CCBOE is still learning the equipment and needs to start training people at the beginning of June on something staff is just learning. The CCBOE is losing four to five weeks versus getting ready for September. There could now be a minor population county-wide election in August. The CCBOE is working on deploying an August Election and would have been in a better position if the Election had been set a few weeks ago. The CCBOE does not have control over the decision to hold an August Election.

Director Perlatti stated he is a trustee for the Ohio Association of Election Officials (OAE), and the majority of bi-partisan support of election officials do not want the August Election. The OAE provided opponent testimony in Columbus on April 28, 2023. The opposition does not have anything to do with the actual issue in the August Election, but just 90 days after the August Election is the November Election which state-wide are county-wide elections. There are also state-wide petitions coming in July and would have Early In-Person Voting while validating a large number of petitions. It is not good for Cuyahoga County to have a County-Wide Election in August. It would be better to have it in November, which would allow more time to prepare.

Board Member Davis Chappell stated it is important to manage the voters' expectations. If there is going to be an August Election, it will be disruptive, and people should be aware of that. It is not about the issue, but the CCBOE needs to focus on Election Administration and how it affects the ability to function and operate. She thanked the OAE for taking a bipartisan stand to oppose having an August Election as it is too disruptive, especially for a large county. The CCBOE will do whatever is required.

Board Member McCafferty asked if the CCBOE needs to be committed to using the new equipment. Director Perlatti stated there is a September and a November election. Board Member McCafferty asked if the current equipment could still be used. Director Perlatti said yes, but there is no space to store all the election equipment. Approximately 800 DS200s have been disassembled to maximize space, and the canisters have been stacked four high in two semi-trailers. The scanner parts are packed in Gaylord boxes and secured on pallets in the Halle warehouse. Even with eliminating 800 units, there is still not enough space for the new Clear Ballot equipment.

Board Member Davis Chappell asked what contingency plans are being made in the worst-case scenario of an August Election and what needs to be done to maximize the best outcome for the voters. Director Perlatti stated the Election Officials Department has started laying out the training materials and identifying what needs to be changed. Election Officials' full-time staff are participating in acceptance testing to become more familiar with the equipment. The Election Support Department is drafting contracts in preparation for sending the contracts out. For the August 2022 Primary Election, poll place changes were unique to August due to polling locations already having other events secured. There will likely be the same situation for an August 2023 election.

Chairman Curtis asked if there would be an August Election if Clear Ballot could provide additional resources to support the rollout of the new equipment. Director Perlatti stated that if August were the first election, Clear Ballot would be on site to help implement. Regarding additional resources, it is uncertain. Clear Ballot would be running elections throughout the entire state simultaneously. If the first election with the Clear Ballot equipment were in September, the CCBOE would be one of the only counties in the area with an election. Board Member Davis Chappell stated that the CCBOE must proactively prepare for an August Election. Director Perlatti said the CCBOE is not taking a wait-and-see approach. Board Member McCafferty asked if September Elections are unique to Cuyahoga County. Director Perlatti stated

there are not a lot of counties that conduct September elections as the election is based on the municipal charters.

Board Member Davis Chappell asked for an update on the series of cases regarding the East Cleveland recalls. Assistant Prosecutor Musson stated all the cases that the CCBOE was involved in, one in the Ohio Supreme Court and one in the Eighth District Court of Appeals, have been resolved. The CCBOE is now completely disengaged from East Cleveland currently.

There is a continuing dispute over two East Cleveland City Council Member seats between four individuals seeking the seats. That case is progressing in the Eighth District Court of Appeals. Willa Hemmons, the East Cleveland Law Director, has been disqualified from participating in the suit, which she initiated, to challenge the two members that are sitting on Council based on the conflict of interest of representing Council and then suing her client is problematic. Board Member Davis Chappell asked if an order was issued by the Court that indicated that she was disqualified. Mr. Musson said correct. Board Member Davis Chappell asked if it was by motion to be disqualified or did the Court do so independently. Mr. Musson stated the Court was moved by the attorney representing the two members sitting on Council to disqualify Willa Hemmons from continuing to prosecute that challenge to those members entitlement to the seats. The Court granted the motion to disqualify Willa Hemmons. The two contested members bringing the action represented by Ms. Hemmons will have an opportunity to represent themselves, retaining their own Council or relying on the briefs that Ms. Hemmons submitted. The Eighth District Court will then issue a decision.

Board Member Davis Chappell stated she understood that the Court identified that this could potentially be frivolous conduct. What authority does the CCBOE have as a Quasi Judicial body to make that same ruling when it appears to the Board there is a conflict or issues that the Board will not hear. Is there any Board authority? Mr. Musson stated he would look into it further. Mr. Musson further stated that the Court has the inherent authority to govern some members of the Bar that are appearing before it, which may differ from the Board. The Board has attorneys on the Board, and there are professional duties that may come into play. The Court was relying on Civil Rule 11, which does not apply to proceedings before this Board and the statute on frivolous conduct. There may be other lines of authority that the Board may be able to draw upon. Board Member Davis Chappell stated she would like to see what parameters the Board may have going forward. Board Member Stickan said there was the Council as constituted now, the issue of a resolution making it clear that Willa Hemmon is not their law director. There is also a question to the Council, is the case being referred to that gives pause. If there is a reason for East Cleveland to come back, and this case is still pending, how does the Board proceed if Ms. Hemmons would come in to represent when there is a resolution saying Ms. Hemmons is not their lawyer anymore. It is problematic. Board Member Davis Chappell stated the Board wants to be proactive in knowing the parameters and what the Board can and cannot do. Board Member Stickan said in Ms. Hemmon's role, and she does provide an opinion as law director. The Board should have a resolution on how to treat the position, given the fact that there is a question about her role too. Board Member Davis Chappell stated it would also apply to anybody else that comes in front of the Board, and something is not right given what has been said; what is the Board permitted to do as a body hearing a Quasi-Judicial matter. Mr. Musson stated he would get back to the Board. Board Member Davis Chappell confirmed that the Board is not involved in the case; this is informational. Mr. Musson states that the Board is not involved with the current case and will take direction from the Court.

Board Member McCafferty asked if the Board needs any updates regarding Public Records Requests. Mr. Musson stated nothing; currently, there are some pending, and facts are still being gathered, but he is not prepared to brief the Board at this time, and he will provide an update when ready.

Board Member Stickan asked about the case involving the two council members who were removed and the two that were appointed. When there is typically a vacancy, even if it is an appointment if the position would be on the ballot, are any deadlines missed for those members who need to stand for election. Brent Lawler, Manager of Candidate and Petition Services, stated the CCBOE is not aware of.

Board Member Davis Chappell asked for an update on the Ballot Selfie Case. Assistant Prosecutor Musson stated the Board and the Secretary of State (SOS) received a favorable ruling from the Federal District Court. The Court found that the plaintiff claimed that her first amendment rights were violated by the statute prohibiting them from displaying or exhibiting a voted ballot, violating her first amendment freedom of speech rights. The Court found that she lacked standing to bring the case because there was no credible threat of prosecution. She had read the statute and felt that she was being stifled with her expression of her political beliefs. The Court said she did not have the standing case dismissed. She has now appealed the case to the Sixth Circuit Court of Appeals, where a briefing is scheduled with the plaintiff's brief due in late May or early June and the defendant's brief due in early July. There is a mediation scheduled for May 15, 2023. The Board is a marginal player in the case as this is a State statute, and the SOS is taking the lead. Mr. Musson will be reporting back to the Board what the Court decides.

Board Member Davis Chappell stated there are elections coming up and asked what does the CCBOE tell voters if they decide to take photos of their ballot to avoid another complaint. It appears the case was decided and dismissed because there was no credible evidence that the Boards of Elections were violating her rights or policing her. Board Member Stickan stated there was a complaint at a polling location where someone was taking selfies, and other voters were concerned they were being photographed while voting. There may need to be some protocols along those lines if other voters are uncomfortable or concerned about their rights being violated. Board Member Davis Chappell stated the CCBOE is not trying to create a problem, but it is a good idea to get ahead of any issues. What are poll workers are supposed to say when they see people taking selfies? Director Perlatti stated it could happen during Early-In-Person Voting but can also occur with Vote-by-Mail ballots being posted on Social Media. Mr. Musson stated there would need to be some dialogue when a decision is made.

Chairman Curtis took the opportunity to thank the Director, Deputy Director, and staff for their work in preparing for the May 2, 2023, Primary Election.

PUBLIC COMMENT

There was no public comment

EXECUTIVE SESSION

There was no executive session

Chairman Curtis moved to recess the meeting at 10:45 a.m. Board Member Davis Chappell seconded. The motion passed unanimously.

Certification: I have reviewed the above minutes and certify that they are an accurate summary of the actions taken by the Cuyahoga County Board of Elections at its meeting held on April 28, 2023.

Henry F Curtis, IV, Chairman

A handwritten signature in blue ink, reading "Henry F Curtis, IV", written over a horizontal line.

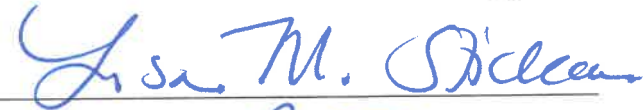
Inajo Davis Chappell, Board Member

A handwritten signature in blue ink, reading "Inajo Davis Chappell", written over a horizontal line.

Terence M. McCafferty, Board Member

A handwritten signature in blue ink, reading "Terence M. McCafferty", written over a horizontal line.

Lisa M. Stickan, Board Member

A handwritten signature in blue ink, reading "Lisa M. Stickan", written over a horizontal line.

Anthony Perlatti, Director

A handwritten signature in blue ink, reading "Anthony Perlatti", written over a horizontal line.

Agenda Item #2

RELEASED: May 10, 2023

SUMMARY

- *Directive 2023-07* informs the CCBOE of a statewide special election that will take place on August 8, 2023.
- On May 10, the General Assembly filed Amended Substitute Senate Joint Resolution 2 (SJR2) with the SOS, which proposes an amendment to the state constitution. The resolution declares this amendment be submitted to voters at a special election on August 8, 2023.
- The CCBOE must begin preparations immediately, including but not limited to:
 - Recruiting poll workers;
 - Securing polling locations;
 - Updating its website with a notice of special election for those who use the Federal Write-In Absentee Ballot (FWAB).
- A directive will be issued with the form of the ballot, including ballot language for the statewide issue, no later than May 30, 2023.
- The timing of statewide list maintenance will be adjusted in later directives.
- According to Ohio law, if a precinct is open during a special election solely for the purpose of a statewide ballot issue, the state bears the entire cost of the election. The SOS will work with the General Assembly to obtain funding and reimburse counties for expenses incurred.
- The proposed amendment, if it receives a majority of the vote in the August 8, 2023 Special Election, will require:
 - Any future constitutional amendment be approved by at least 60% of the voters that vote in that election;
 - Makes two changes to the initiative petition process for proposing amendments to the state constitution:
 1. Eliminates the 10-day cure period to gather additional signatures;
 2. Requires petition signatures from at least 5% of the electors of *each* county in the state, instead of half of the counties.
 - If the proposed constitutional amendment is approved, it takes effect immediately. However, the new requirements for initiative petitions proposing constitutional amendments would first apply to petitions filed on or after January 1, 2024.



DIRECTIVE 2023-07

May 10, 2023

To: All County Boards of Elections
Board Members, Directors, and Deputy Directors

Re: August 8, 2023 Special Election for Statewide Ballot Issue

BACKGROUND

On May 10, 2023, the General Assembly filed Amended Substitute Senate Joint Resolution 2 with the Secretary of State's Office, which proposes an amendment to the state constitution. The resolution declares that the proposed constitutional amendment shall be submitted to voters at a special election on August 8, 2023.¹

SUMMARY

The August 8, 2023 special election will be statewide. Boards must begin preparations immediately, including but not limited to recruiting poll workers and securing polling locations. The board's website must be updated with notice of the special election for those who use the Federal Write-In Absentee Ballot (FWAB).²

Ballot language and an explanation of the proposed amendment will be prescribed by the Ohio Ballot Board.³ A directive will be issued with the form of the ballot, including ballot language for the statewide issue, no later than May 30, 2023 (70 days before the election). Separately, boards will receive instructions and a schedule for Election Night Reporting. In addition, the timing of statewide list maintenance will be adjusted in later directives.

The proposed amendment requires any future constitutional amendment to be approved by at least 60% of the voters. The amendment also makes two changes to the initiative petition process for proposing amendments to the state constitution: (1) eliminate the ten-day cure period to gather additional signatures; and (2) require petition signatures from at least 5% of the electors of each county in the state, instead of half of the counties. If the proposed constitutional amendment is approved by a majority vote of the electors, it takes effect immediately. However, the new requirements for initiative petitions proposing constitutional amendments would first apply to petitions filed on or after January 1, 2024.

While the General Assembly's order will require the state to provide additional resources to the counties, I have been assured by legislative leaders that those funding needs will be met. According to Ohio law, if a precinct is open during a special election solely for the purpose of a

¹ See [Am. Sub. S.J.R. 2](#) (135th General Assembly) and [Article XVI, Section 1](#) of the Ohio Constitution.

² [R.C. 3511.16](#).

³ [R.C. 3505.062](#).

statewide ballot issue, the state bears the entire cost of the election.⁴ My Office will continue to work with the General Assembly to obtain funding and reimburse counties for expenses incurred.

If you have any questions regarding this Directive, please contact the Secretary of State's elections counsel at (614) 728-8789.

Yours in service,



Frank LaRose
Ohio Secretary of State

⁴ [R.C. 3501.17\(F\)](#).

Agenda Item #3

Voting Equipment Purchased with HAVA Funds Disposal Form

The Ohio Secretary of State's Office has adopted a policy on transfer or disposal of voting equipment purchased with Help America Vote Act (HAVA) funds. This form is to be used for the proper **disposal** of voting equipment.

The Cuyahoga county County Board of Elections has voting equipment that is no longer in working condition due to age, malfunction, or damage and will therefore dispose of the equipment in accordance with the aforementioned policy listed below as of this ____ day of _____, 2023
month , year

Please list the quantity of equipment, a brief description of the equipment and the estimated value of the equipment being transferred.

Quantity	Item Description	Estimated Value
135	Election Systems and Software (ES&S) AutoMARK ballot marking devices	\$0.00

If you need more space, please attach a list of items, quantity and their estimated value.

The Board of Elections shall maintain accurate records of all equipment disposed of in the event of relevant audits, claims, litigation, negotiations or other proceedings regarding the disposal of voting equipment originally purchased with Help America Vote Act (HAVA) funding.


Board of Elections Director's Signature

5.23.2023
Date (MM/DD/YYYY)


Board of Elections Chair's Signature

05/23/2023
Date (MM/DD/YYYY)

SOS USE ONLY

The Secretary of State's office has approved the **disposal** of the above list of voting equipment.

Director of Elections' Signature of Approval

Date (MM/DD/YYYY)

Agenda Item

#4

May 2, 2023 Primary Election Official Canvass Certification Data

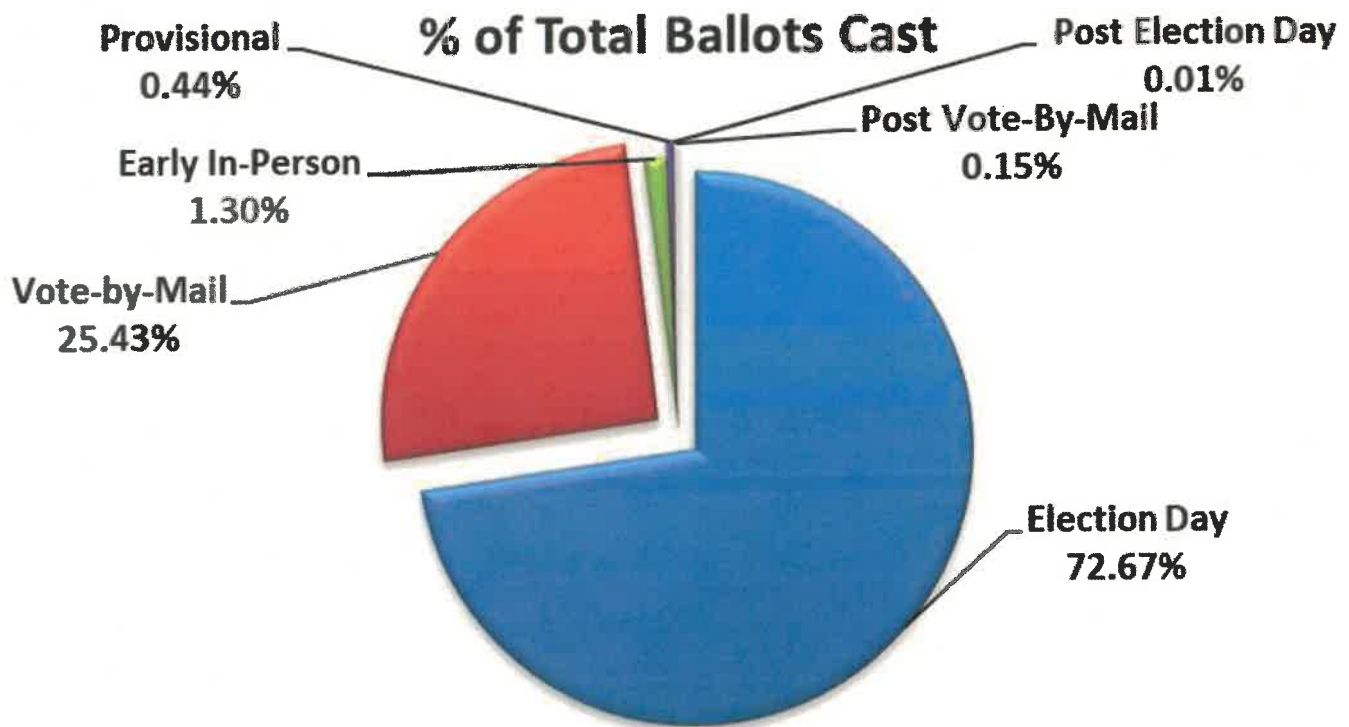
FINAL RESULTS

Official Election Results for the May 2, 2023 Primary Election are attached to the Election Summary Report.

SUMMARY OF OFFICIAL CANVASS

There were a total of 27,546 ballots tabulated for the May 2, 2023 Primary Election. Below is a breakdown of the ballots counted by category and a percentage of the total vote by category.

Category	Ballots Cast	% of Total Ballots Cast
<i>Election Day</i>	20,017	72.67%
<i>Vote-by-Mail</i>	7,006	25.43%
<i>Early In-Person</i>	359	1.30%
<i>Provisional</i>	121	0.44 %
<i>Post Election Day</i>	2	0.01%
<i>Post Vote-By-Mail</i>	41	0.15%
Total	27,546	



VOTE-BY-MAIL/EARLY IN-PERSON SUMMARY

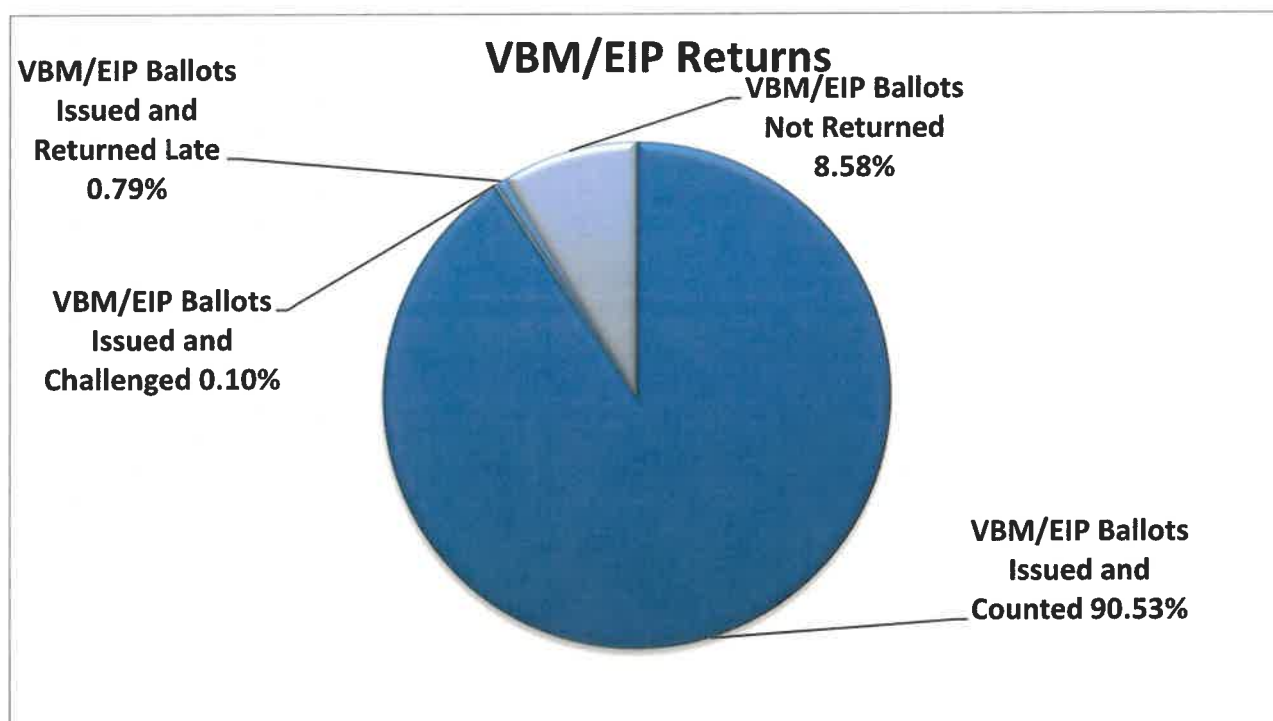
A total of 8,181 ballots were issued during Vote-by-Mail and Early In-Person voting. Of those ballots, 7,406 (90.53%) were returned and counted by the Ballot Department. There were 73 challenged or late VBM/EIP ballots, resulting in a 0.98%* Challenge Rate for this election.

*The Challenge Rate is 0.11% when voters who returned their ballot late are excluded.

VBM/EIP Data	Vote by Mail	Early In-Person	Military and Overseas	Total
Issued	7,819	359	3	8,181
Returned and Counted	7,044	359	3	7,406
Challenged	8	0	0	8
Returned Late	65	0	0	65
Not Returned	702	0	0	702

VBM/EIP Data - Challenge Rate	
Overall Return Rate	91.42%
Challenge Rate (Total)	0.98%
Challenge Rate (Late Removed)	0.11%

VBM/EIP Ballots Challenged	Number of Challenged Ballots	% of Total Challenged VBM
ID Invalid	3	37.5%
ID Envelope Not Returned	3	37.5%
Signature Not Provided	1	12.5%
ID Not Provided	1	12.5%
Total	8	

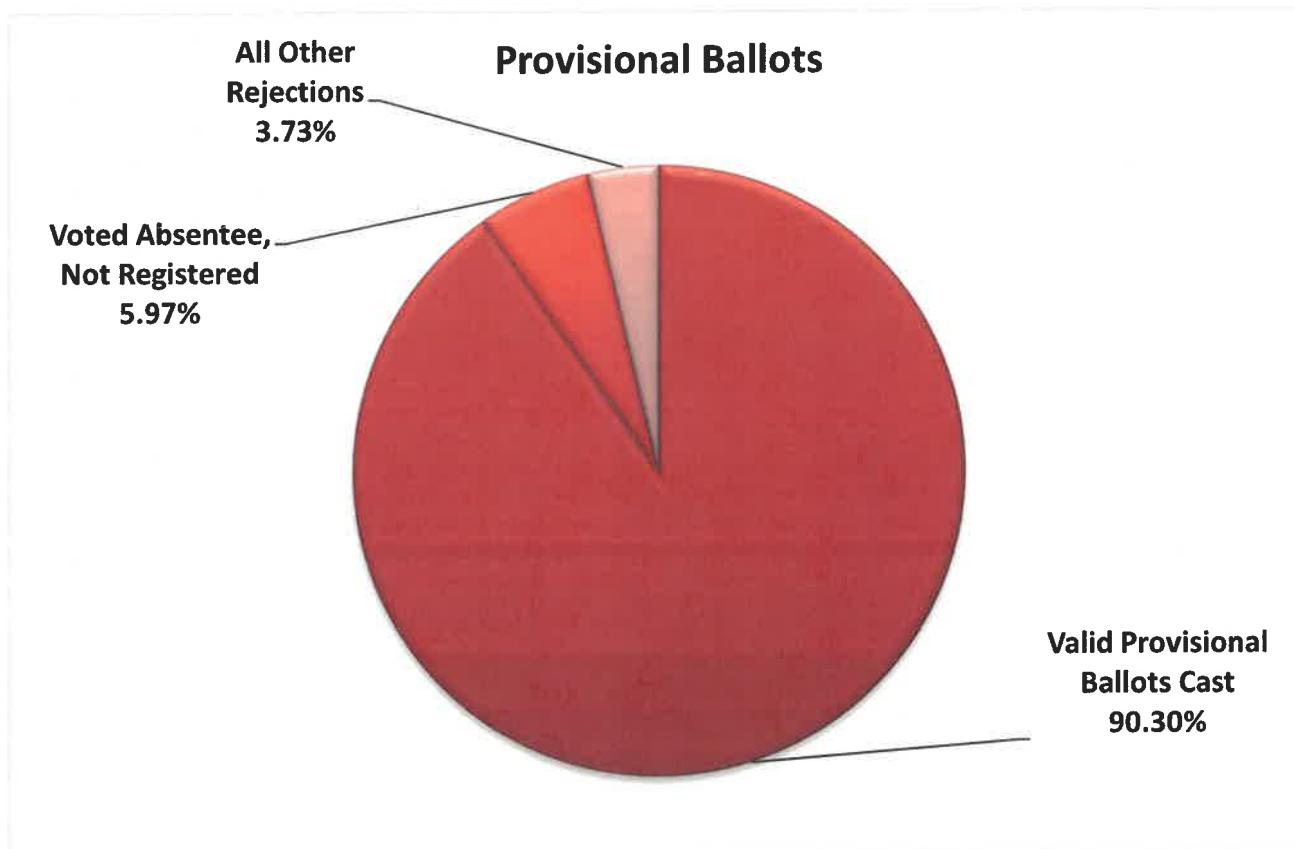


PROVISIONAL VOTING SUMMARY

A total of 134 Provisional Ballots were cast during the May 2, 2023 Primary Election. Of those ballots, 121 (90.3%) were valid and tabulated by the Ballot Department. There were 13 invalid Provisional Ballots, resulting in a 9.7%* rejection rate for this election.

*The Provisional Rejection Rate is 3.73% when provisional voters who have already cast a VBM Ballot or are Not Registered are excluded.

Provisional Data		
Total Provisional Ballots Cast	134	
Valid Provisional Ballots	121	90.30%
Wrong Precinct, Correct Location of Valid Provisionals	1	0.83%
Rejected Provisional Ballots	13	9.70%
Rejection Category	Rejected	% of Total Rejections
Not Registered	7	53.85%
Missing/Invalid Identification	2	15.38%
Missing Address	1	7.69%
Missing Date of Birth	1	7.69%
Voted Absentee- Challenge	1	7.69%
Wrong Precinct Wrong Location	1	7.69%



BALLOT REMAKES

During the election, 10 ballot sheets were processed in accordance with the CCBOE Remake Policy (approved by the Board on May 17, 2013). The overall remake rate for this election was 0.136%. Excluding UOCAVA & Voted For Ineligible Contest, the remake rate for this election was 0.068%.

(*) indicate categories in which no sheets are to be remade, rather the original ballot sheet is tabulated.

Reason for Remake	Number of Remakes	% of Total Remakes
1 - Ballot folded, torn or mutilated.	3	30.00%
2 - Ballot contains indeterminate marks not made by the voter.	-	0.00%
3 - UOCAVA Ballot that cannot be accurately read by automatic tabulating equipment.	3	30.00%
4 - Ballot contains votes for ineligible contest(s).	2	20.00%
5 - Inadvertent mark made by the voter, resulting in the scanner detecting an over vote or an indeterminate mark.	-	0.00%
6 - Voter marked entire ballot contrary to the instruction listed at the beginning of the ballot.	-	0.00%
*7 - Voter marked part of the ballot according to the ballot marking instructions contained on the ballot, and part of the ballot contrary to the instructions.	-	0.00%
*8 - Over vote, voter marked the ballot more than the permissible number of times for a particular contest, and there is no indication of contrary intent.	-	0.00%
9 - Voter marked the ballot more than the permissible number of times for a particular contest, however, the voter also made an indication of contrary intent and the voter's choice can be determined.	2	20.00%
*10 - Voter filled in the oval next to a candidate for an office and also cast a write-in vote for a different candidate for the same office by filling in the oval of, and the writing in of, the name of a write-in candidate.	-	0.00%
11 - Voter filled in the oval next to a candidate for an office and also cast a write-in vote for the same candidate for the same office by filling in the oval of, and the writing in of, the name of a write-in candidate.	-	0.00%
Total	10	100.00%

Category	Remakes Removed	Remake Rate
Regular VBM & Provisional Ballot Scanning	5	0.068%
UOCAVA & Voted For Ineligible Contest	5	0.068%
Total	10	0.136%

OVER VOTES

There was a total of 9 over votes recorded, resulting in a 0.033% over vote rate for the election.

VOTER HISTORY / BALLOT RECONCILIATION

Two hundred and twenty-six (226) precincts were involved in this election. Voter History is complete.

Ballot Reconciliation is ongoing.

RECOUNTS

There are no automatic recounts for this election.

The requested recount deadline is Tuesday, May 30, 2023 at 4:00 PM.

AUDIT

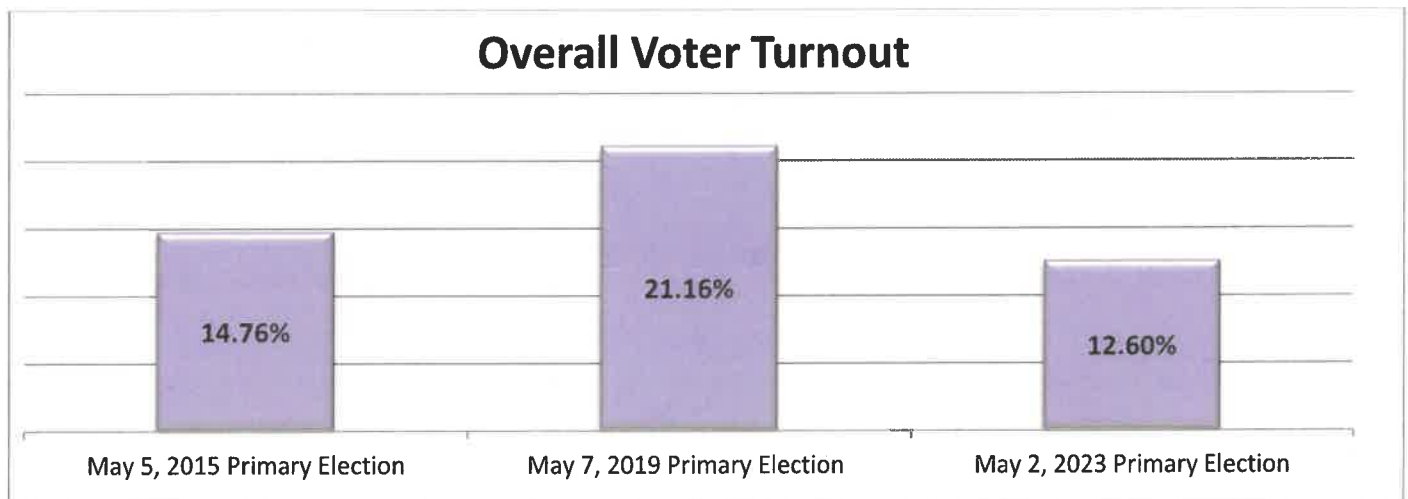
The post-election audit will be conducted beginning Wednesday, May 31, 2023 at 9:00 AM.

The audit will be conducted using the batch-based risk-limiting audit method.

HISTORICAL DATA

The following data sets and graphs include similar election comparisons related to election information and voting method distributions (ballot categories).

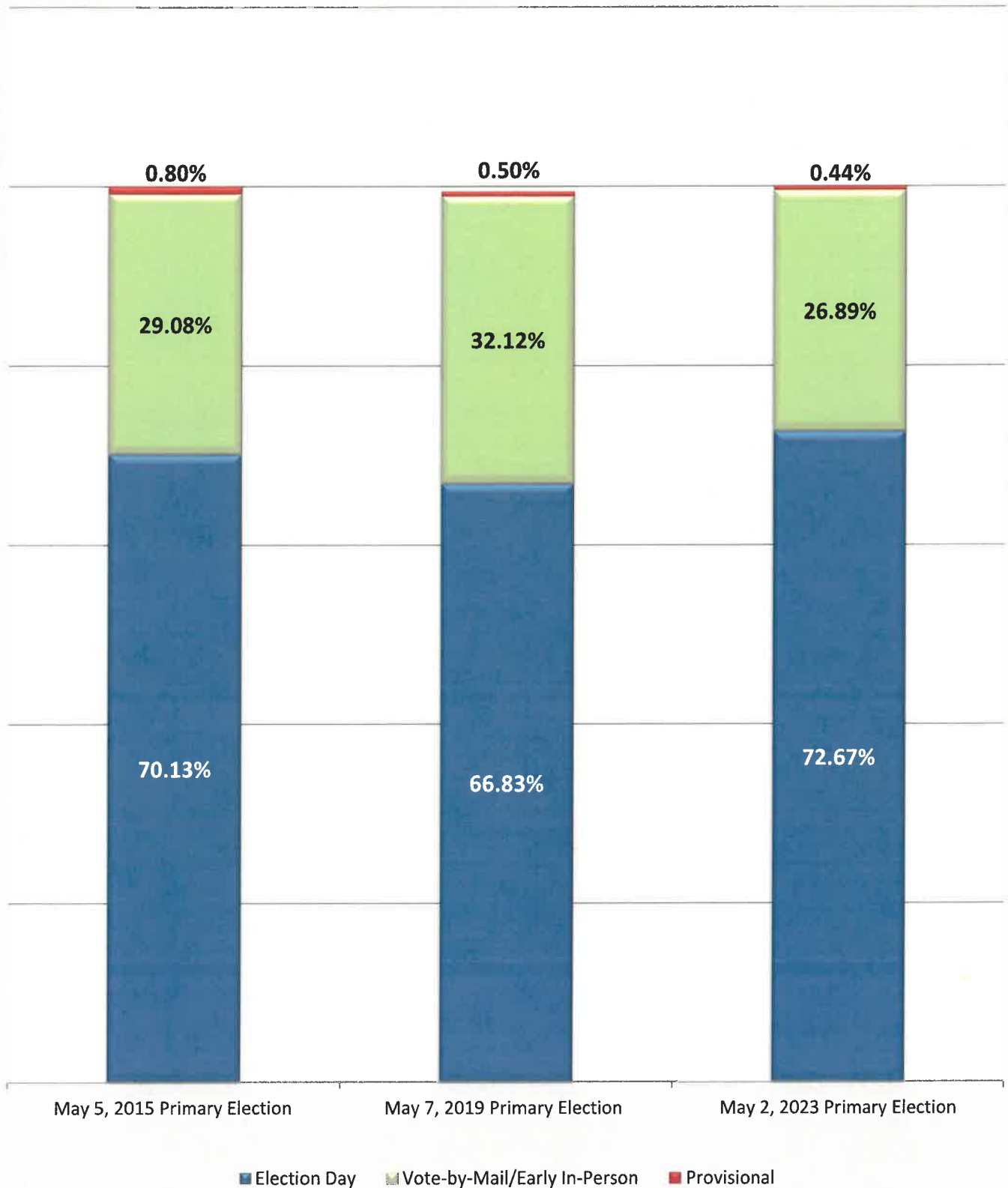
	May 5, 2015 Primary Election	May 7, 2019 Primary Election	May 2, 2023 Primary Election
Precincts	142	175	226
Registered Voters	124,184	169,523	218,610
Ballots Cast - Counted	18,334	35,872	27,546
Election Day	12,857	23,966	20,017
Vote-by-Mail	5,187	11,430	7,006
Early In-Person	Included in VBM	200	359
Provisional	146	178	121
Post Election Day	0	6	2
Post Vote-by-Mail	144	92	41
Voter Turnout	14.76%	21.16%	12.60%



Ballots Cast by Category - % of Total Ballots Cast

	May 5, 2015 Primary Election	May 7, 2019 Primary Election	May 2, 2023 Primary Election
Election Day	70.13%	66.83%	72.67%
Vote-by-Mail/Early In-Person	29.08%	32.12%	26.89%
Provisional	0.80%	0.50%	0.44%

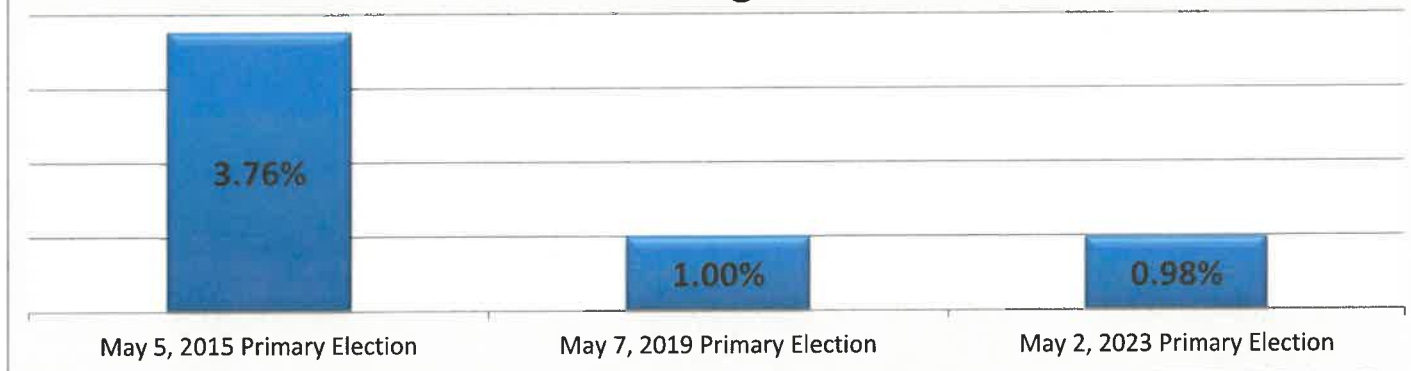
Voter Turnout by Category



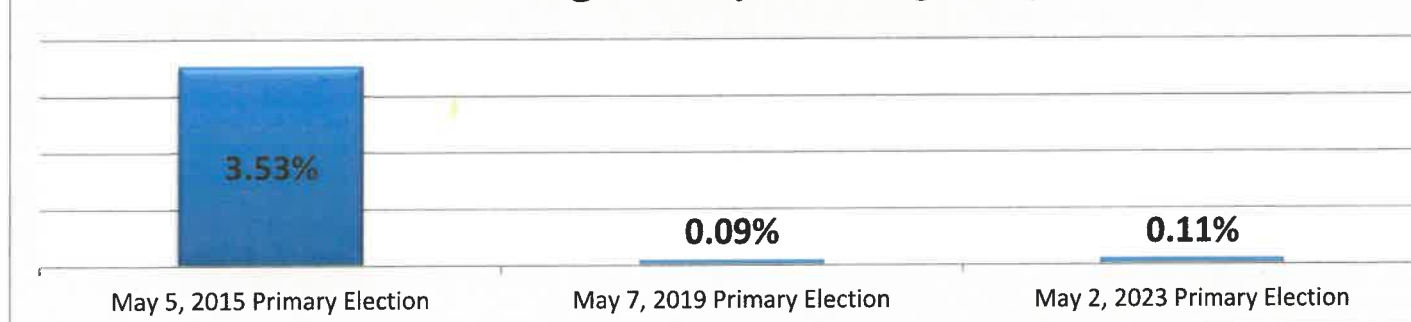
Vote-by-Mail Data

	May 5, 2015 Primary Election	May 7, 2019 Primary Election	May 2, 2023 Primary Election
VBM Ballots Issued	6,097	12,820	8,181
VBM Ballots Returned	5,447	11,829	7,479
VBM Ballots Counted	5,331	11,722	7,406
VBM Ballots Challenged	192	11	8
VBM Ballots Returned Late	13	107	65
VBM Ballots Issued and Returned	89.34%	92.27%	91.42%
VBM Ballots Returned and Counted	97.87%	99.10%	99.02%
VBM Ballots Returned and Challenged	3.76%	1.00%	0.98%
VBM Ballots Issued and Returned Late	0.21%	0.83%	0.79%
VBM Ballots Returned and Challenged (excluding late)	3.53%	0.09%	0.11%

Challenge Rate



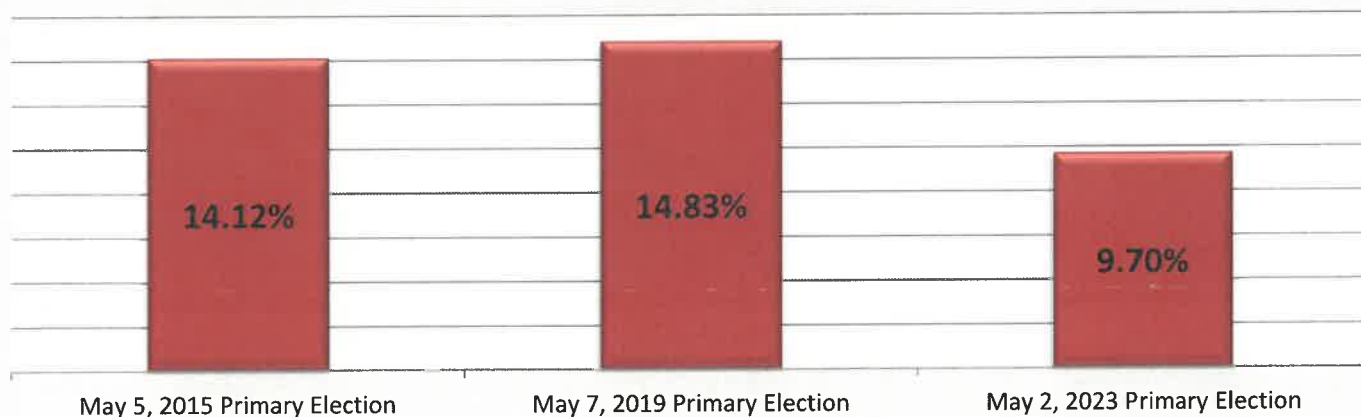
Challenge Rate (Excluding Late)



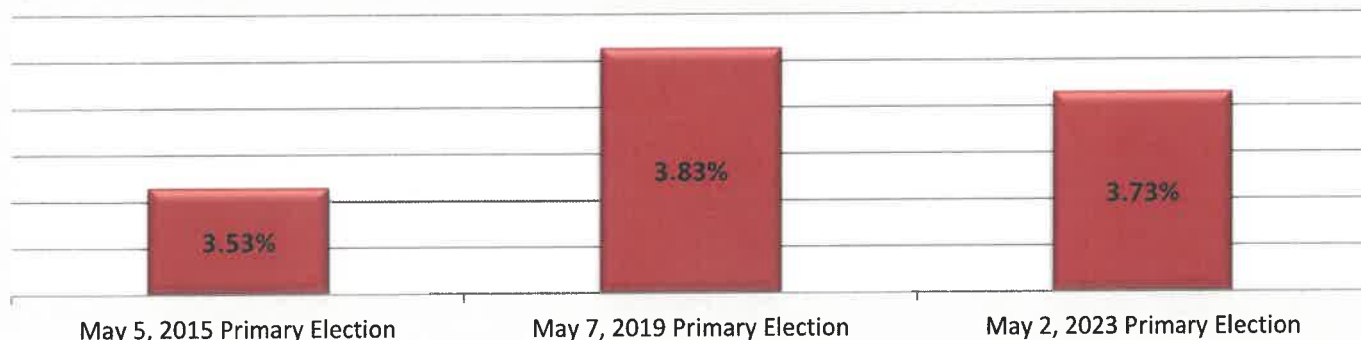
Provisional Data

	May 5, 2015 Primary Election	May 7, 2019 Primary Election	May 2, 2023 Primary Election
Provisional Ballots - CAST	170	209	134
Provisional Ballots - VALID	146	178	121
Provisional Ballots - REJECTED	24	31	13
Valid Provisional Ballots Cast	85.88%	85.17%	90.30%
Rejected Provisional Ballots	14.12%	14.83%	9.70%
VBM Voters	2	1	1
Not Registered In The State of Ohio	16	22	7
Wrong Precinct, Wrong Location	3	3	1
Correct Location Remakes	1	3	1
Rejected Not Including VBM & Not Registered of Ballots Cast	3.53%	3.83%	3.73%
Wrong Precinct, Wrong Location of Ballots Cast	1.76%	1.44%	0.75%

Provisional Rejection Rate



Rejection Rate (Excluding Not Registered and VBM Voters)



Summary	May 2, 2023	Official Results
Run Date:05/16/23	Primary Election	
RUN TIME:11:00 AM	Cuyahoga County, Ohio	
	STATISTICS	

VOTES PERCENT

PRECINCTS COUNTED (OF 226).	. . . . .	226	100.00
REGISTERED VOTERS - TOTAL	. . . . .	218,610	
BALLOTS CAST - TOTAL	. . . . .	27,546	
BALLOTS CAST - Democratic	. . . . .	4,207	15.27
BALLOTS CAST - Nonpartisan	. . . . .	23,339	84.73
BALLOTS CAST - BLANK	. . . . .	31	.11
VOTER TURNOUT - TOTAL	. . . . .		12.60
VOTER TURNOUT - BLANK	. . . . .		.01

***** (Democratic) *****

Parma Council Ward 01

(VOTE FOR) 1

(WITH 6 OF 6 PRECINCTS COUNTED)

Daniel P. McCarthy	. . . . .	85	18.89
CANDIDATE WITHDRAWN	. . . . .	
Monica Wilson	. . . . .	313	69.56
Over Votes	. . . . .	0	
Under Votes	. . . . .	19	

Bedford Muni Court Judge FTC 1/1/2024

(VOTE FOR) 1

(WITH 71 OF 71 PRECINCTS COUNTED)

Nick Papa	. . . . .	2,548	69.11
Robert N. Pelunis	. . . . .	1,139	30.89
Over Votes	. . . . .	0	
Under Votes	. . . . .	51	

***** (Nonpartisan) *****

Berea Council Ward 01

(VOTE FOR) 1

(WITH 2 OF 2 PRECINCTS COUNTED)

Leon R. Dozier Sr.	. . . . .	113	50.45
Jonathan Montag	. . . . .	60	26.79
Vance Redding	. . . . .	51	22.77
Over Votes	. . . . .	1	
Under Votes	. . . . .	0	

Oakwood Village Council At Large

(VOTE FOR) 2

(WITH 5 OF 5 PRECINCTS COUNTED)

Elaine Y. Gaither	. . . . .	134	22.71
Andrea Lowe	. . . . .	97	16.44
Erica L. Nikolic	. . . . .	153	25.93
Johnnie A. Warren	. . . . .	161	27.29
Al Wilson	. . . . .	45	7.63
Over Votes	. . . . .	2	
Under Votes	. . . . .	158	

1 Beachwood CSD Bond Issue

(VOTE FOR) 1

(WITH 10 OF 10 PRECINCTS COUNTED)

For the Bond Issue	. . . . .	1,184	61.28
Against the Bond Issue	. . . . .	748	38.72
Over Votes	. . . . .	0	
Under Votes	. . . . .	2	

2 Garfield Heights CSD Bond Issue and Tax Levy

(VOTE FOR) 1

(WITH 17 OF 17 PRECINCTS COUNTED)

For the Bond Issue and Levy	248	21.70
Against the Bond Issue and Levy	895	78.30
Over Votes	0	
Under Votes	2	
3 Independence LSD Tax Levy (Renewal and Increase)		
(VOTE FOR) 1		
(WITH 5 OF 5 PRECINCTS COUNTED)		
For the Tax Levy	809	41.92
Against the Tax Levy.	1,121	58.08
Over Votes	1	
Under Votes	0	
4 Parma CSD Bond Issue		
(VOTE FOR) 1		
(WITH 68 OF 68 PRECINCTS COUNTED)		
For the Bond Issue	6,688	46.47
Against the Bond Issue	7,704	53.53
Over Votes	1	
Under Votes	11	
5 Westlake Porter Pub Lib Tax Levy (Renew & Inc)		
(VOTE FOR) 1		
(WITH 24 OF 24 PRECINCTS COUNTED)		
For the Tax Levy	1,989	76.24
Against the Tax Levy.	620	23.76
Over Votes	0	
Under Votes	1	
6 Broadview Heights 1-B Local Liquor Option Sunday		
(VOTE FOR) 1		
(WITH 1 OF 1 PRECINCTS COUNTED)		
Yes	49	80.33
No.	12	19.67
Over Votes	0	
Under Votes	0	
7 Brooklyn Zoning Amendment Public Facilities		
(VOTE FOR) 1		
(WITH 8 OF 8 PRECINCTS COUNTED)		
Yes	430	75.44
No.	140	24.56
Over Votes	1	
Under Votes	13	
8 Brooklyn Zoning Amendment General Industrial		
(VOTE FOR) 1		
(WITH 8 OF 8 PRECINCTS COUNTED)		
Yes	394	69.37
No.	174	30.63
Over Votes	0	
Under Votes	16	
9 Brooklyn Zoning Amendment Parks and Open Spaces		
(VOTE FOR) 1		
(WITH 8 OF 8 PRECINCTS COUNTED)		
Yes	402	71.40
No.	161	28.60
Over Votes	0	
Under Votes	21	
10 Brooklyn Zoning Amendment GB Zoning		
(VOTE FOR) 1		
(WITH 8 OF 8 PRECINCTS COUNTED)		
Yes	402	71.91
No.	157	28.09
Over Votes	0	
Under Votes	25	

11 Brooklyn Zoning Amendment Single Family Dwelling

(VOTE FOR) 1

(WITH 8 OF 8 PRECINCTS COUNTED)

Yes	406	71.60
No.	161	28.40
Over Votes	0	
Under Votes	17	

12 Brooklyn Zoning Amendment Multi Family

(VOTE FOR) 1

(WITH 8 OF 8 PRECINCTS COUNTED)

Yes	396	69.60
No.	173	30.40
Over Votes	0	
Under Votes	16	

13 Brooklyn Zoning Amendment Apt House

(VOTE FOR) 1

(WITH 8 OF 8 PRECINCTS COUNTED)

Yes	384	68.57
No.	176	31.43
Over Votes	0	
Under Votes	25	

14 Brooklyn Zoning Amendment AH Zoning

(VOTE FOR) 1

(WITH 8 OF 8 PRECINCTS COUNTED)

Yes	371	64.86
No.	201	35.14
Over Votes	0	
Under Votes	13	

15 Cleveland 14-I Local Liquor Option Sunday Sales

(VOTE FOR) 1

(WITH 1 OF 1 PRECINCTS COUNTED)

Yes	12	80.00
No.	3	20.00
Over Votes	0	
Under Votes	0	

16 Maple Heights Proposed Charter Amendment

(VOTE FOR) 1

(WITH 16 OF 16 PRECINCTS COUNTED)

Yes	158	22.80
No.	535	77.20
Over Votes	0	
Under Votes	0	

17 North Royalton 3-D Local Liquor Option Sunday Sales

(VOTE FOR) 1

(WITH 1 OF 1 PRECINCTS COUNTED)

Yes	17	85.00
No.	3	15.00
Over Votes	0	
Under Votes	0	

18 Parma 9-D Local Liquor Option Sunday Sales

(VOTE FOR) 1

(WITH 1 OF 1 PRECINCTS COUNTED)

Yes	220	86.61
No.	34	13.39
Over Votes	0	
Under Votes	3	

19 Rocky River 3-A Local Liquor Option Sunday Sales

(VOTE FOR) 1

(WITH 1 OF 1 PRECINCTS COUNTED)

Yes	28	66.67
No.	14	33.33

Over Votes	0
Under Votes	0

20 Seven Hills Proposed Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 8 OF 8 PRECINCTS COUNTED)

For the Tax Levy	2,002	79.16
Against the Tax Levy.	527	20.84
Over Votes	1	
Under Votes	14	

21 South Euclid 4-A Local Liquor Option Sunday Sales

(VOTE FOR) 1

(WITH 1 OF 1 PRECINCTS COUNTED)

Yes	51	82.26
No.	11	17.74
Over Votes	0	
Under Votes	0	

22 Warrensville Heights Proposed Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 12 OF 12 PRECINCTS COUNTED)

For the Tax Levy	566	77.64
Against the Tax Levy.	163	22.36
Over Votes	0	
Under Votes	4	

Agenda Item

#5

Agenda Item #5:

Acknowledgment of the date, time, and place of
the post-election audit for the May, 2, 2023,
Primary Election

Agenda Item

#6

August 8, 2023 Special Election

Initial Ballot Order

The following is the proposed ballot order for the August 8, 2023 Special Election. The administration will continue to review and revise the order considering future filing deadlines and changes in voter registration. It will appear again before the Board at a future meeting.

The Cuyahoga County Board of Elections Election Day proposed ballot order is based upon 101% of active voters.

The complete order can be found below.

Precinct	Portion	ED	EIP
BAY VILLAGE -01-A	01	940	10
BAY VILLAGE -01-B	01	930	10
BAY VILLAGE -01-C	01	945	10
BAY VILLAGE -02-A	01	950	10
BAY VILLAGE -02-B	01	955	10
BAY VILLAGE -02-C	01	995	10
BAY VILLAGE -03-A	01	945	10
BAY VILLAGE -03-B	01	965	10
BAY VILLAGE -03-C	01	950	10
BAY VILLAGE -04-A	01	850	10
BAY VILLAGE -04-B	01	1045	10
BAY VILLAGE -04-C	01	1050	10
BEACHWOOD -00-A	01	970	10
BEACHWOOD -00-B	01	985	10
BEACHWOOD -00-C	01	575	10
BEACHWOOD -00-D	01	1050	10
BEACHWOOD -00-E	01	1265	10
BEACHWOOD -00-F	01	1175	10
BEACHWOOD -00-G	01	995	10
BEACHWOOD -00-H	01	1205	10
BEACHWOOD -00-I	01	695	10
BEDFORD -01-A	01	630	10
BEDFORD -01-B	01	515	10
BEDFORD -02-A	01	605	10
BEDFORD -02-B	01	585	10
BEDFORD -03-A	01	540	10
BEDFORD -03-B	01	625	10

BEDFORD -04-A	01	625	10
BEDFORD -04-B	01	850	10
BEDFORD -05-A	01	1010	10
BEDFORD -06-A	01	1075	10
BEDFORD HEIGHTS -01-A	01	525	10
BEDFORD HEIGHTS -01-B	01	590	10
BEDFORD HEIGHTS -01-C	01	705	10
BEDFORD HEIGHTS -02-A	01	660	10
BEDFORD HEIGHTS -02-B	01	610	10
BEDFORD HEIGHTS -03-A	01	675	10
BEDFORD HEIGHTS -03-B	01	1035	10
BEDFORD HEIGHTS -04-A	01	715	10
BEDFORD HEIGHTS -04-B	01	500	10
BENTLEYVILLE -00-A	01	680	10
BEREA -01-A	01	955	10
BEREA -01-B	01	1055	10
BEREA -02-A	01	1065	10
BEREA -02-B	01	1205	10
BEREA -02-B	01	50	10
BEREA -03-A	01	1070	10
BEREA -03-B	01	1110	10
BEREA -04-A	01	855	10
BEREA -04-B	01	975	10
BEREA -05-A	01	805	10
BEREA -05-B	01	855	10
BEREA -05-C	01	850	10
BRATENAHL -00-A	01	1120	10
BRECKSVILLE -00-A	01	1120	10
BRECKSVILLE -00-B	01	1020	10
BRECKSVILLE -00-C	01	960	10
BRECKSVILLE -00-D	01	1015	10
BRECKSVILLE -00-E	01	940	10
BRECKSVILLE -00-F	01	940	10
BRECKSVILLE -00-G	01	1265	10
BRECKSVILLE -00-H	01	1015	10
BRECKSVILLE -00-I	01	1060	10
BRECKSVILLE -00-J	01	765	10
BROADVIEW HEIGHTS -01-A	01	1060	10
BROADVIEW HEIGHTS -01-B	01	1140	10
BROADVIEW HEIGHTS -01-C	01	970	10
BROADVIEW HEIGHTS -02-A	01	925	10
BROADVIEW HEIGHTS -02-B	01	835	10

BROADVIEW HEIGHTS -02-C	01	955	10
BROADVIEW HEIGHTS -02-D	01	835	10
BROADVIEW HEIGHTS -03-A	01	1240	10
BROADVIEW HEIGHTS -03-B	01	675	10
BROADVIEW HEIGHTS -03-C	01	1025	10
BROADVIEW HEIGHTS -03-D	01	0	10
BROADVIEW HEIGHTS -04-A	01	1440	10
BROADVIEW HEIGHTS -04-B	01	350	10
BROADVIEW HEIGHTS -04-C	01	870	10
BROADVIEW HEIGHTS -04-D	01	665	10
BROOK PARK -01-A	01	765	10
BROOK PARK -01-B	01	935	10
BROOK PARK -01-C	01	790	10
BROOK PARK -02-A	01	795	10
BROOK PARK -02-B	01	950	10
BROOK PARK -02-C	01	800	10
BROOK PARK -03-A	01	935	10
BROOK PARK -03-B	01	845	10
BROOK PARK -03-C	01	835	10
BROOK PARK -04-A	01	885	10
BROOK PARK -04-B	01	865	10
BROOK PARK -04-C	01	895	10
BROOKLYN -00-A	01	545	10
BROOKLYN -00-B	01	845	10
BROOKLYN -00-C	01	800	10
BROOKLYN -00-D	01	805	10
BROOKLYN -00-E	01	730	10
BROOKLYN -00-F	01	790	10
BROOKLYN -00-G	01	845	10
BROOKLYN -00-H	01	770	10
BROOKLYN HEIGHTS -00-A	01	1060	10
CHAGRIN FALLS -00-A	01	1195	10
CHAGRIN FALLS -00-B	01	1030	10
CHAGRIN FALLS -00-C	01	865	10
CHAGRIN FALLS TWP -00-A	01	100	10
CLEVELAND -01-A	01	395	10
CLEVELAND -01-B	01	580	10
CLEVELAND -01-C	01	495	10
CLEVELAND -01-D	01	355	10
CLEVELAND -01-E	01	680	10
CLEVELAND -01-F	01	700	10
CLEVELAND -01-G	01	535	10

CLEVELAND -01-H	01	655	10
CLEVELAND -01-I	01	610	10
CLEVELAND -01-J	01	740	10
CLEVELAND -01-K	01	390	10
CLEVELAND -01-L	01	700	10
CLEVELAND -01-M	01	745	10
CLEVELAND -01-N	01	760	10
CLEVELAND -01-O	01	570	10
CLEVELAND -01-P	01	770	10
CLEVELAND -01-Q	01	760	10
CLEVELAND -01-R	01	670	10
CLEVELAND -01-S	01	660	10
CLEVELAND -01-T	01	595	10
CLEVELAND -02-A	01	310	10
CLEVELAND -02-B	01	525	10
CLEVELAND -02-C	01	295	10
CLEVELAND -02-D	01	850	10
CLEVELAND -02-E	01	360	10
CLEVELAND -02-F	01	455	10
CLEVELAND -02-G	01	470	10
CLEVELAND -02-H	01	495	10
CLEVELAND -02-I	01	460	10
CLEVELAND -02-J	01	185	10
CLEVELAND -02-K	01	450	10
CLEVELAND -02-L	01	395	10
CLEVELAND -02-M	01	450	10
CLEVELAND -02-N	01	550	10
CLEVELAND -02-O	01	480	10
CLEVELAND -02-P	01	485	10
CLEVELAND -02-Q	01	395	10
CLEVELAND -02-R	01	455	10
CLEVELAND -02-S	01	285	10
CLEVELAND -02-T	01	375	10
CLEVELAND -02-U	01	350	10
CLEVELAND -02-V	01	360	10
CLEVELAND -02-W	01	310	10
CLEVELAND -03-A	01	470	10
CLEVELAND -03-B	01	620	10
CLEVELAND -03-C	01	790	10
CLEVELAND -03-D	01	995	10
CLEVELAND -03-E	01	835	10
CLEVELAND -03-F	01	885	10

CLEVELAND -03-G	01	560	10
CLEVELAND -03-H	01	1080	10
CLEVELAND -03-I	01	965	10
CLEVELAND -03-J	01	590	10
CLEVELAND -03-K	01	575	10
CLEVELAND -03-L	01	1770	10
CLEVELAND -03-M	01	350	10
CLEVELAND -03-N	01	330	10
CLEVELAND -03-O	01	915	10
CLEVELAND -03-P	01	460	10
CLEVELAND -03-Q	01	655	10
CLEVELAND -03-R	01	205	10
CLEVELAND -03-S	01	360	10
CLEVELAND -04-A	01	335	10
CLEVELAND -04-B	01	375	10
CLEVELAND -04-C	01	475	10
CLEVELAND -04-D	01	480	10
CLEVELAND -04-E	01	475	10
CLEVELAND -04-F	01	530	10
CLEVELAND -04-G	01	480	10
CLEVELAND -04-H	01	450	10
CLEVELAND -04-I	01	410	10
CLEVELAND -04-J	01	345	10
CLEVELAND -04-K	01	425	10
CLEVELAND -04-L	01	360	10
CLEVELAND -04-M	01	415	10
CLEVELAND -04-N	01	445	10
CLEVELAND -04-O	01	510	10
CLEVELAND -04-P	01	385	10
CLEVELAND -04-Q	01	925	10
CLEVELAND -04-R	01	590	10
CLEVELAND -04-S	01	725	10
CLEVELAND -04-T	01	350	10
CLEVELAND -04-U	01	630	10
CLEVELAND -05-A	01	455	10
CLEVELAND -05-B	01	450	10
CLEVELAND -05-C	01	260	10
CLEVELAND -05-D	01	460	10
CLEVELAND -05-E	01	235	10
CLEVELAND -05-F	01	415	10
CLEVELAND -05-G	01	450	10
CLEVELAND -05-H	01	555	10

CLEVELAND -05-I	01	490	10
CLEVELAND -05-J	01	420	10
CLEVELAND -05-K	01	305	10
CLEVELAND -05-L	01	575	10
CLEVELAND -05-M	01	410	10
CLEVELAND -05-N	01	415	10
CLEVELAND -05-O	01	345	10
CLEVELAND -05-P	01	415	10
CLEVELAND -05-Q	01	340	10
CLEVELAND -05-R	01	340	10
CLEVELAND -05-S	01	635	10
CLEVELAND -06-A	01	320	10
CLEVELAND -06-B	01	345	10
CLEVELAND -06-C	01	545	10
CLEVELAND -06-D	01	360	10
CLEVELAND -06-D	02	20	10
CLEVELAND -06-E	01	470	10
CLEVELAND -06-F	01	325	10
CLEVELAND -06-G	01	640	10
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CLEVELAND -06-I	01	520	10
CLEVELAND -06-K	01	380	10
CLEVELAND -06-L	01	455	10
CLEVELAND -06-M	01	270	10
CLEVELAND -06-N	01	360	10
CLEVELAND -06-O	01	630	10
CLEVELAND -06-P	01	575	10
CLEVELAND -06-Q	01	615	10
CLEVELAND -06-R	01	795	10
CLEVELAND -06-S	01	410	10
CLEVELAND -06-T	01	610	10
CLEVELAND -06-U	01	595	10
CLEVELAND -06-U	02	20	10
CLEVELAND -07-A	01	445	10
CLEVELAND -07-B	01	375	10
CLEVELAND -07-C	01	425	10
CLEVELAND -07-D	01	500	10
CLEVELAND -07-E	01	390	10
CLEVELAND -07-F	01	370	10
CLEVELAND -07-G	01	410	10
CLEVELAND -07-H	01	360	10

CLEVELAND -07-I	01	470	10
CLEVELAND -07-J	01	425	10
CLEVELAND -07-K	01	460	10
CLEVELAND -07-L	01	460	10
CLEVELAND -07-M	01	455	10
CLEVELAND -07-N	01	450	10
CLEVELAND -07-O	01	375	10
CLEVELAND -07-P	01	460	10
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CLEVELAND -07-R	01	355	10
CLEVELAND -07-S	01	535	10
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CLEVELAND -07-U	01	295	10
CLEVELAND -07-V	01	305	10
CLEVELAND -07-W	01	170	10
CLEVELAND -08-A	01	795	10
CLEVELAND -08-B	01	800	10
CLEVELAND -08-C	01	810	10
CLEVELAND -08-D	01	575	10
CLEVELAND -08-E	01	600	10
CLEVELAND -08-F	01	375	10
CLEVELAND -08-G	01	775	10
CLEVELAND -08-H	01	415	10
CLEVELAND -08-I	01	515	10
CLEVELAND -08-J	01	695	10
CLEVELAND -08-K	01	655	10
CLEVELAND -08-L	01	680	10
CLEVELAND -08-M	01	560	10
CLEVELAND -08-N	01	590	10
CLEVELAND -08-O	01	515	10
CLEVELAND -08-P	01	450	10
CLEVELAND -08-Q	01	580	10
CLEVELAND -08-R	01	380	10
CLEVELAND -09-A	01	420	10
CLEVELAND -09-B	01	435	10
CLEVELAND -09-C	01	450	10
CLEVELAND -09-D	01	245	10
CLEVELAND -09-E	01	430	10
CLEVELAND -09-F	01	375	10
CLEVELAND -09-G	01	340	10
CLEVELAND -09-H	01	505	10
CLEVELAND -09-I	01	360	10

CLEVELAND -09-J	01	375	10
CLEVELAND -09-K	01	340	10
CLEVELAND -09-L	01	560	10
CLEVELAND -09-M	01	370	10
CLEVELAND -09-N	01	375	10
CLEVELAND -09-O	01	400	10
CLEVELAND -09-P	01	635	10
CLEVELAND -09-Q	01	405	10
CLEVELAND -09-R	01	560	10
CLEVELAND -09-S	01	400	10
CLEVELAND -09-T	01	215	10
CLEVELAND -09-U	01	340	10
CLEVELAND -09-V	01	550	10
CLEVELAND -09-W	01	425	10
CLEVELAND -09-X	01	430	10
CLEVELAND -10-A	01	425	10
CLEVELAND -10-B	01	495	10
CLEVELAND -10-C	01	305	10
CLEVELAND -10-D	01	365	10
CLEVELAND -10-E	01	330	10
CLEVELAND -10-F	01	350	10
CLEVELAND -10-G	01	500	10
CLEVELAND -10-H	01	325	10
CLEVELAND -10-I	01	465	10
CLEVELAND -10-J	01	475	10
CLEVELAND -10-K	01	505	10
CLEVELAND -10-L	01	360	10
CLEVELAND -10-M	01	495	10
CLEVELAND -10-N	01	300	10
CLEVELAND -10-O	01	350	10
CLEVELAND -10-P	01	545	10
CLEVELAND -10-Q	01	415	10
CLEVELAND -10-R	01	500	10
CLEVELAND -10-S	01	475	10
CLEVELAND -10-T	01	620	10
CLEVELAND -10-U	01	315	10
CLEVELAND -10-V	01	465	10
CLEVELAND -11-A	01	500	10
CLEVELAND -11-B	01	655	10
CLEVELAND -11-C	01	665	10
CLEVELAND -11-D	01	430	10
CLEVELAND -11-E	01	625	10

CLEVELAND -11-F	01	775	10
CLEVELAND -11-G	01	705	10
CLEVELAND -11-H	01	650	10
CLEVELAND -11-I	01	615	10
CLEVELAND -11-J	01	645	10
CLEVELAND -11-K	01	580	10
CLEVELAND -11-L	01	525	10
CLEVELAND -11-M	01	520	10
CLEVELAND -11-N	01	350	10
CLEVELAND -11-O	01	705	10
CLEVELAND -11-P	01	830	10
CLEVELAND -12-A	01	460	10
CLEVELAND -12-B	01	725	10
CLEVELAND -12-C	01	670	10
CLEVELAND -12-D	01	390	10
CLEVELAND -12-E	01	370	10
CLEVELAND -12-F	01	415	10
CLEVELAND -12-G	01	385	10
CLEVELAND -12-H	01	560	10
CLEVELAND -12-I	01	460	10
CLEVELAND -12-J	01	440	10
CLEVELAND -12-K	01	405	10
CLEVELAND -12-L	01	580	10
CLEVELAND -12-M	01	635	10
CLEVELAND -12-N	01	720	10
CLEVELAND -12-O	01	705	10
CLEVELAND -12-P	01	725	10
CLEVELAND -12-Q	01	345	10
CLEVELAND -12-R	01	440	10
CLEVELAND -12-S	01	285	10
CLEVELAND -13-A	01	615	10
CLEVELAND -13-B	01	695	10
CLEVELAND -13-C	01	575	10
CLEVELAND -13-D	01	560	10
CLEVELAND -13-E	01	630	10
CLEVELAND -13-F	01	475	10
CLEVELAND -13-G	01	655	10
CLEVELAND -13-H	01	675	10
CLEVELAND -13-I	01	690	10
CLEVELAND -13-J	01	695	10
CLEVELAND -13-K	01	700	10
CLEVELAND -13-L	01	615	10

CLEVELAND -13-M	01	680	10
CLEVELAND -13-N	01	860	10
CLEVELAND -13-O	01	765	10
CLEVELAND -13-P	01	735	10
CLEVELAND -13-Q	01	665	10
CLEVELAND -14-A	01	430	10
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CLEVELAND -14-C	01	510	10
CLEVELAND -14-D	01	460	10
CLEVELAND -14-E	01	505	10
CLEVELAND -14-F	01	565	10
CLEVELAND -14-G	01	410	10
CLEVELAND -14-H	01	420	10
CLEVELAND -14-I	01	465	10
CLEVELAND -14-J	01	590	10
CLEVELAND -14-K	01	440	10
CLEVELAND -14-L	01	575	10
CLEVELAND -14-M	01	475	10
CLEVELAND -14-N	01	380	10
CLEVELAND -14-O	01	420	10
CLEVELAND -14-P	01	385	10
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CLEVELAND -15-D	01	690	10
CLEVELAND -15-E	01	465	10
CLEVELAND -15-F	01	400	10
CLEVELAND -15-G	01	695	10
CLEVELAND -15-H	01	650	10
CLEVELAND -15-I	01	445	10
CLEVELAND -15-J	01	650	10
CLEVELAND -15-K	01	475	10
CLEVELAND -15-K	02	40	10
CLEVELAND -15-L	01	405	10
CLEVELAND -15-M	01	635	10
CLEVELAND -15-N	01	890	10
CLEVELAND -15-O	01	560	10
CLEVELAND -15-P	01	595	10
CLEVELAND -15-Q	01	900	10
CLEVELAND -15-R	01	385	10
CLEVELAND -16-A	01	220	10
CLEVELAND -16-B	01	720	10

CLEVELAND -16-C	01	665	10
CLEVELAND -16-D	01	690	10
CLEVELAND -16-E	01	730	10
CLEVELAND -16-F	01	710	10
CLEVELAND -16-G	01	565	10
CLEVELAND -16-H	01	670	10
CLEVELAND -16-I	01	645	10
CLEVELAND -16-J	01	670	10
CLEVELAND -16-K	01	590	10
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CLEVELAND -16-O	01	685	10
CLEVELAND -16-P	01	630	10
CLEVELAND -16-Q	01	565	10
CLEVELAND -17-A	01	675	10
CLEVELAND -17-B	01	550	10
CLEVELAND -17-C	01	665	10
CLEVELAND -17-C	02	155	10
CLEVELAND -17-D	01	745	10
CLEVELAND -17-E	01	915	10
CLEVELAND -17-F	01	940	10
CLEVELAND -17-G	01	575	10
CLEVELAND -17-H	01	740	10
CLEVELAND -17-I	01	770	10
CLEVELAND -17-J	01	885	10
CLEVELAND -17-K	01	865	10
CLEVELAND -17-L	01	460	10
CLEVELAND -17-M	01	710	10
CLEVELAND -17-N	01	910	10
CLEVELAND -17-O	01	760	10
CLEVELAND -17-P	01	925	10
CLEVELAND -17-Q	01	830	10
CLEVELAND -17-R	01	820	10
CLEVELAND -17-S	01	450	10
CLEVELAND HEIGHTS -01-A	01	700	10
CLEVELAND HEIGHTS -01-B	01	735	10
CLEVELAND HEIGHTS -01-C	01	740	10
CLEVELAND HEIGHTS -01-D	01	600	10
CLEVELAND HEIGHTS -01-E	01	1060	10
CLEVELAND HEIGHTS -01-F	01	960	10

CLEVELAND HEIGHTS -02-A	01	860	10
CLEVELAND HEIGHTS -02-B	01	965	10
CLEVELAND HEIGHTS -02-C	01	1030	10
CLEVELAND HEIGHTS -02-D	01	935	10
CLEVELAND HEIGHTS -02-E	01	970	10
CLEVELAND HEIGHTS -02-F	01	875	10
CLEVELAND HEIGHTS -03-A	01	510	10
CLEVELAND HEIGHTS -03-B	01	720	10
CLEVELAND HEIGHTS -03-C	01	665	10
CLEVELAND HEIGHTS -03-D	01	800	10
CLEVELAND HEIGHTS -03-E	01	740	10
CLEVELAND HEIGHTS -03-F	01	620	10
CLEVELAND HEIGHTS -04-A	01	890	10
CLEVELAND HEIGHTS -04-B	01	860	10
CLEVELAND HEIGHTS -04-C	01	790	10
CLEVELAND HEIGHTS -04-D	01	750	10
CLEVELAND HEIGHTS -04-E	01	845	10
CLEVELAND HEIGHTS -04-F	01	895	10
CLEVELAND HEIGHTS -04-G	01	975	10
CLEVELAND HEIGHTS -04-H	01	1140	10
CLEVELAND HEIGHTS -04-I	01	800	10
CLEVELAND HEIGHTS -05-A	01	920	10
CLEVELAND HEIGHTS -05-B	01	1035	10
CLEVELAND HEIGHTS -05-C	01	915	10
CLEVELAND HEIGHTS -05-D	01	885	10
CLEVELAND HEIGHTS -05-E	01	985	10
CLEVELAND HEIGHTS -05-F	01	960	10
CUYAHOGA HEIGHTS -00-A	01	375	10
EAST CLEVELAND -02-A	01	545	10
EAST CLEVELAND -02-B	01	505	10
EAST CLEVELAND -02-C	01	455	10
EAST CLEVELAND -02-D	01	430	10
EAST CLEVELAND -03-A	01	560	10
EAST CLEVELAND -03-B	01	450	10
EAST CLEVELAND -03-C	01	395	10
EAST CLEVELAND -03-D	01	460	10
EAST CLEVELAND -03-E	01	435	10
EAST CLEVELAND -04-A	01	325	10
EAST CLEVELAND -04-B	01	485	10
EAST CLEVELAND -04-C	01	410	10
EAST CLEVELAND -04-D	01	660	10
EAST CLEVELAND -04-E	01	480	10

EAST CLEVELAND -04-F	01	430	10
EUCLID -01-A	01	1005	10
EUCLID -01-B	01	940	10
EUCLID -01-C	01	870	10
EUCLID -01-D	01	820	10
EUCLID -02-A	01	1105	10
EUCLID -02-B	01	725	10
EUCLID -02-C	01	825	10
EUCLID -02-D	01	845	10
EUCLID -03-A	01	795	10
EUCLID -03-B	01	775	10
EUCLID -03-C	01	680	10
EUCLID -03-D	01	655	10
EUCLID -04-A	01	955	10
EUCLID -04-B	01	870	10
EUCLID -04-C	01	860	10
EUCLID -04-D	01	830	10
EUCLID -05-A	01	1075	10
EUCLID -05-B	01	850	10
EUCLID -05-C	01	810	10
EUCLID -05-D	01	1050	10
EUCLID -06-A	01	890	10
EUCLID -06-B	01	920	10
EUCLID -06-C	01	900	10
EUCLID -06-D	01	885	10
EUCLID -07-A	01	835	10
EUCLID -07-B	01	710	10
EUCLID -07-C	01	740	10
EUCLID -07-D	01	765	10
EUCLID -08-A	01	695	10
EUCLID -08-B	01	915	10
EUCLID -08-C	01	880	10
EUCLID -08-D	01	660	10
FAIRVIEW PARK -01-A	01	915	10
FAIRVIEW PARK -01-B	01	750	10
FAIRVIEW PARK -01-C	01	665	10
FAIRVIEW PARK -02-A	01	215	10
FAIRVIEW PARK -02-B	01	885	10
FAIRVIEW PARK -02-C	01	940	10
FAIRVIEW PARK -03-A	01	1165	10
FAIRVIEW PARK -03-B	01	1130	10
FAIRVIEW PARK -04-A	01	1070	10

FAIRVIEW PARK -04-B	01	1080	10
FAIRVIEW PARK -05-A	01	1245	10
FAIRVIEW PARK -05-B	01	1165	10
FAIRVIEW PARK -05-B	02	10	10
GARFIELD HEIGHTS -01-A	01	1010	10
GARFIELD HEIGHTS -01-B	01	700	10
GARFIELD HEIGHTS -01-C	01	555	10
GARFIELD HEIGHTS -02-A	01	880	10
GARFIELD HEIGHTS -02-B	01	920	10
GARFIELD HEIGHTS -03-A	01	975	10
GARFIELD HEIGHTS -03-A	02	15	10
GARFIELD HEIGHTS -03-B	01	870	10
GARFIELD HEIGHTS -04-A	01	600	10
GARFIELD HEIGHTS -04-B	01	735	10
GARFIELD HEIGHTS -04-C	01	720	10
GARFIELD HEIGHTS -05-A	01	820	10
GARFIELD HEIGHTS -05-B	01	610	10
GARFIELD HEIGHTS -05-C	01	745	10
GARFIELD HEIGHTS -06-A	01	755	10
GARFIELD HEIGHTS -06-B	01	765	10
GARFIELD HEIGHTS -06-C	01	750	10
GARFIELD HEIGHTS -07-A	01	750	10
GARFIELD HEIGHTS -07-B	01	725	10
GARFIELD HEIGHTS -07-C	01	750	10
GATES MILLS -00-A	01	885	10
GATES MILLS -00-B	01	990	10
GLENWILLOW -01-A	01	200	10
GLENWILLOW -02-A	01	150	10
GLENWILLOW -03-A	01	185	10
HIGHLAND HEIGHTS -01-A	01	830	10
HIGHLAND HEIGHTS -01-B	01	745	10
HIGHLAND HEIGHTS -02-A	01	930	10
HIGHLAND HEIGHTS -02-B	01	815	10
HIGHLAND HEIGHTS -03-A	01	730	10
HIGHLAND HEIGHTS -03-B	01	775	10
HIGHLAND HEIGHTS -04-A	01	680	10
HIGHLAND HEIGHTS -04-B	01	760	10
HIGHLAND HILLS -00-A	01	455	10
HUNTING VALLEY -00-A	01	505	10
INDEPENDENCE -00-A	01	1035	10
INDEPENDENCE -00-B	01	1205	10
INDEPENDENCE -00-C	01	1160	10

INDEPENDENCE -00-D	01	940	10
INDEPENDENCE -00-E	01	1190	10
LAKEWOOD -01-A	01	825	10
LAKEWOOD -01-B	01	810	10
LAKEWOOD -01-C	01	865	10
LAKEWOOD -01-D	01	835	10
LAKEWOOD -01-E	01	1010	10
LAKEWOOD -01-F	01	735	10
LAKEWOOD -01-G	01	765	10
LAKEWOOD -01-H	01	1140	10
LAKEWOOD -01-I	01	890	10
LAKEWOOD -02-A	01	905	10
LAKEWOOD -02-B	01	1000	10
LAKEWOOD -02-C	01	885	10
LAKEWOOD -02-D	01	880	10
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LAKEWOOD -02-F	01	985	10
LAKEWOOD -02-G	01	775	10
LAKEWOOD -02-H	01	790	10
LAKEWOOD -02-I	01	805	10
LAKEWOOD -03-A	01	905	10
LAKEWOOD -03-B	01	815	10
LAKEWOOD -03-C	01	1025	10
LAKEWOOD -03-D	01	965	10
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LAKEWOOD -03-F	01	805	10
LAKEWOOD -03-G	01	660	10
LAKEWOOD -03-H	01	810	10
LAKEWOOD -03-I	01	945	10
LAKEWOOD -04-A	01	800	10
LAKEWOOD -04-B	01	1030	10
LAKEWOOD -04-C	01	620	10
LAKEWOOD -04-D	01	1010	10
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LAKEWOOD -04-F	01	735	10
LAKEWOOD -04-G	01	640	10
LAKEWOOD -04-H	01	805	10
LAKEWOOD -04-I	01	810	10
LAKEWOOD -04-J	01	610	10
LINNDALE -00-A	01	60	10
LYNDHURST -01-A	01	670	10
LYNDHURST -01-B	01	800	10

LYNDHURST -01-C	01	955	10
LYNDHURST -02-A	01	1100	10
LYNDHURST -02-B	01	1060	10
LYNDHURST -03-A	01	960	10
LYNDHURST -03-B	01	835	10
LYNDHURST -03-C	01	760	10
LYNDHURST -04-A	01	760	10
LYNDHURST -04-B	01	890	10
LYNDHURST -04-C	01	865	10
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MAPLE HEIGHTS -07-B	01	600	10
MAPLE HEIGHTS -07-C	01	670	10
MAYFIELD HEIGHTS -00-A	01	770	10
MAYFIELD HEIGHTS -00-B	01	935	10
MAYFIELD HEIGHTS -00-C	01	1050	10
MAYFIELD HEIGHTS -00-D	01	925	10
MAYFIELD HEIGHTS -00-E	01	935	10
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MAYFIELD HEIGHTS -00-G	01	965	10
MAYFIELD HEIGHTS -00-H	01	610	10
MAYFIELD HEIGHTS -00-I	01	780	10
MAYFIELD HEIGHTS -00-J	01	630	10
MAYFIELD HEIGHTS -00-K	01	1085	10
MAYFIELD HEIGHTS -00-L	01	1090	10
MAYFIELD HEIGHTS -00-M	01	705	10
MAYFIELD VILLAGE -01-A	01	580	10
MAYFIELD VILLAGE -02-A	01	630	10
MAYFIELD VILLAGE -03-A	01	660	10
MAYFIELD VILLAGE -04-A	01	500	10

MIDDLEBURG HEIGHTS -01-A	01	1120	10
MIDDLEBURG HEIGHTS -01-B	01	525	10
MIDDLEBURG HEIGHTS -01-C	01	1025	10
MIDDLEBURG HEIGHTS -02-A	01	885	10
MIDDLEBURG HEIGHTS -02-B	01	770	10
MIDDLEBURG HEIGHTS -02-C	01	690	10
MIDDLEBURG HEIGHTS -03-A	01	830	10
MIDDLEBURG HEIGHTS -03-B	01	845	10
MIDDLEBURG HEIGHTS -03-C	01	930	10
MIDDLEBURG HEIGHTS -04-A	01	1120	10
MIDDLEBURG HEIGHTS -04-B	01	1000	10
MORELAND HILLS -00-A	01	1080	10
MORELAND HILLS -00-B	01	1070	10
MORELAND HILLS -00-C	01	620	10
NEWBURGH HEIGHTS -00-A	01	820	10
NORTH OLMSTED -01-A	01	1010	10
NORTH OLMSTED -01-B	01	950	10
NORTH OLMSTED -01-C	01	1100	10
NORTH OLMSTED -01-D	01	920	10
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NORTH OLMSTED -03-D	01	1095	10
NORTH OLMSTED -03-E	01	910	10
NORTH OLMSTED -03-F	01	1005	10
NORTH OLMSTED -04-A	01	1055	10
NORTH OLMSTED -04-B	01	880	10

NORTH OLMSTED -04-C	01	765	10
NORTH OLMSTED -04-D	01	925	10
NORTH OLMSTED -04-E	01	915	10
NORTH RANDALL -00-A	01	515	10
NORTH ROYALTON -01-A	01	970	10
NORTH ROYALTON -01-B	01	905	10
NORTH ROYALTON -01-C	01	1050	10
NORTH ROYALTON -02-A	01	900	10
NORTH ROYALTON -02-B	01	975	10
NORTH ROYALTON -02-C	01	840	10
NORTH ROYALTON -02-D	01	245	10
NORTH ROYALTON -03-A	01	850	10
NORTH ROYALTON -03-B	01	1115	10
NORTH ROYALTON -03-C	01	860	10
NORTH ROYALTON -03-D	01	550	10
NORTH ROYALTON -04-A	01	995	10
NORTH ROYALTON -04-B	01	1300	10
NORTH ROYALTON -04-C	01	820	10
NORTH ROYALTON -05-A	01	730	10
NORTH ROYALTON -05-B	01	825	10
NORTH ROYALTON -05-C	01	905	10
NORTH ROYALTON -05-D	01	975	10
NORTH ROYALTON -06-A	01	755	10
NORTH ROYALTON -06-B	01	1020	10
NORTH ROYALTON -06-C	01	785	10
NORTH ROYALTON -06-D	01	1185	10
OAKWOOD -01-A	01	610	10
OAKWOOD -02-A	01	595	10
OAKWOOD -03-A	01	350	10
OAKWOOD -04-A	01	365	10
OAKWOOD -05-A	01	365	10
OLMSTED FALLS -01-A	01	570	10
OLMSTED FALLS -01-B	01	630	10
OLMSTED FALLS -02-A	01	660	10
OLMSTED FALLS -02-B	01	850	10
OLMSTED FALLS -03-A	01	1205	10
OLMSTED FALLS -03-B	01	490	10
OLMSTED FALLS -04-A	01	640	10
OLMSTED FALLS -04-B	01	850	10
OLMSTED TOWNSHIP -00-A	01	1065	10
OLMSTED TOWNSHIP -00-B	01	885	10
OLMSTED TOWNSHIP -00-C	01	840	10

OLMSTED TOWNSHIP -00-D	01	855	10
OLMSTED TOWNSHIP -00-E	01	990	10
OLMSTED TOWNSHIP -00-F	01	1045	10
OLMSTED TOWNSHIP -00-G	01	1680	10
OLMSTED TOWNSHIP -00-H	01	780	10
OLMSTED TOWNSHIP -00-I	01	755	10
ORANGE -00-A	01	785	10
ORANGE -00-B	01	745	10
ORANGE -00-C	01	1085	10
PARMA -01-A	01	605	10
PARMA -01-B	01	720	10
PARMA -01-C	01	925	10
PARMA -01-D	01	905	10
PARMA -01-E	01	830	10
PARMA -01-F	01	795	10
PARMA -02-A	01	880	10
PARMA -02-B	01	1010	10
PARMA -02-C	01	965	10
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PARMA -02-E	01	1035	10
PARMA -03-A	01	890	10
PARMA -03-B	01	960	10
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PARMA -03-D	01	920	10
PARMA -03-E	01	905	10
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PARMA -04-B	01	815	10
PARMA -04-C	01	865	10
PARMA -04-D	01	910	10
PARMA -04-E	01	955	10
PARMA -05-A	01	955	10
PARMA -05-B	01	1055	10
PARMA -05-C	01	935	10
PARMA -05-D	01	880	10
PARMA -05-E	01	870	10
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PARMA -06-A	01	955	10
PARMA -06-B	01	1050	10
PARMA -06-C	01	1035	10
PARMA -06-D	01	1030	10
PARMA -06-E	01	1080	10
PARMA -07-A	01	980	10

PARMA -07-B	01	820	10
PARMA -07-C	01	735	10
PARMA -07-D	01	970	10
PARMA -07-E	01	970	10
PARMA -07-F	01	675	10
PARMA -08-A	01	960	10
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PARMA -08-D	01	935	10
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PARMA -09-A	01	1055	10
PARMA -09-B	01	955	10
PARMA -09-C	01	1045	10
PARMA -09-D	01	1030	10
PARMA -09-E	01	965	10
PARMA HEIGHTS -01-A	01	800	10
PARMA HEIGHTS -01-B	01	980	10
PARMA HEIGHTS -01-C	01	950	10
PARMA HEIGHTS -02-A	01	985	10
PARMA HEIGHTS -02-B	01	960	10
PARMA HEIGHTS -02-C	01	830	10
PARMA HEIGHTS -03-A	01	940	10
PARMA HEIGHTS -03-B	01	1075	10
PARMA HEIGHTS -03-C	01	805	10
PARMA HEIGHTS -04-A	01	910	10
PARMA HEIGHTS -04-B	01	955	10
PARMA HEIGHTS -04-C	01	985	10
PEPPER PIKE -00-A	01	985	10
PEPPER PIKE -00-B	01	945	10
PEPPER PIKE -00-C	01	1160	10
PEPPER PIKE -00-C	02	25	10
PEPPER PIKE -00-D	01	1045	10
PEPPER PIKE -00-E	01	920	10
RICHMOND HEIGHTS -01-A	01	935	10
RICHMOND HEIGHTS -01-B	01	375	10
RICHMOND HEIGHTS -02-A	01	795	10
RICHMOND HEIGHTS -02-B	01	775	10
RICHMOND HEIGHTS -03-A	01	695	10
RICHMOND HEIGHTS -03-B	01	700	10
RICHMOND HEIGHTS -03-C	01	515	10
RICHMOND HEIGHTS -04-A	01	1100	10
RICHMOND HEIGHTS -04-B	01	770	10

ROCKY RIVER -01-A	01	1080	10
ROCKY RIVER -01-B	01	980	10
ROCKY RIVER -01-C	01	725	10
ROCKY RIVER -01-D	01	1015	10
ROCKY RIVER -02-A	01	885	10
ROCKY RIVER -02-B	01	950	10
ROCKY RIVER -02-C	01	1010	10
ROCKY RIVER -02-D	01	960	10
ROCKY RIVER -03-A	01	1160	10
ROCKY RIVER -03-B	01	870	10
ROCKY RIVER -03-C	01	935	10
ROCKY RIVER -03-D	01	840	10
ROCKY RIVER -04-A	01	715	10
ROCKY RIVER -04-B	01	860	10
ROCKY RIVER -04-C	01	845	10
ROCKY RIVER -04-D	01	1125	10
SEVEN HILLS -01-A	01	1020	10
SEVEN HILLS -01-B	01	1120	10
SEVEN HILLS -02-A	01	975	10
SEVEN HILLS -02-B	01	1065	10
SEVEN HILLS -03-A	01	1055	10
SEVEN HILLS -03-B	01	1000	10
SEVEN HILLS -04-A	01	1030	10
SEVEN HILLS -04-B	01	920	10
SHAKER HEIGHTS -00-A	01	810	10
SHAKER HEIGHTS -00-B	01	885	10
SHAKER HEIGHTS -00-C	01	1040	10
SHAKER HEIGHTS -00-D	01	960	10
SHAKER HEIGHTS -00-E	01	835	10
SHAKER HEIGHTS -00-F	01	595	10
SHAKER HEIGHTS -00-G	01	800	10
SHAKER HEIGHTS -00-H	01	925	10
SHAKER HEIGHTS -00-I	01	950	10
SHAKER HEIGHTS -00-J	01	1060	10
SHAKER HEIGHTS -00-K	01	855	10
SHAKER HEIGHTS -00-L	01	870	10
SHAKER HEIGHTS -00-M	01	915	10
SHAKER HEIGHTS -00-N	01	775	10
SHAKER HEIGHTS -00-O	01	1145	10
SHAKER HEIGHTS -00-P	01	790	10
SHAKER HEIGHTS -00-Q	01	1055	10
SHAKER HEIGHTS -00-R	01	1035	10

SHAKER HEIGHTS -00-S	01	960	10
SHAKER HEIGHTS -00-T	01	960	10
SHAKER HEIGHTS -00-U	01	1170	10
SOLON -01-A	01	850	10
SOLON -01-B	01	895	10
SOLON -01-C	01	655	10
SOLON -02-A	01	895	10
SOLON -02-B	01	970	10
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SOLON -04-B	01	685	10
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SOLON -05-A	01	1115	10
SOLON -05-B	01	1090	10
SOLON -05-C	01	270	10
SOLON -06-A	01	970	10
SOLON -06-B	01	540	10
SOLON -06-C	01	750	10
SOLON -07-A	01	1075	10
SOLON -07-B	01	955	10
SOUTH EUCLID -01-A	01	785	10
SOUTH EUCLID -01-B	01	810	10
SOUTH EUCLID -01-C	01	1005	10
SOUTH EUCLID -01-D	01	900	10
SOUTH EUCLID -02-A	01	950	10
SOUTH EUCLID -02-B	01	975	10
SOUTH EUCLID -02-C	01	1010	10
SOUTH EUCLID -02-D	01	800	10
SOUTH EUCLID -03-A	01	770	10
SOUTH EUCLID -03-B	01	730	10
SOUTH EUCLID -03-C	01	750	10
SOUTH EUCLID -03-D	01	760	10
SOUTH EUCLID -04-A	01	925	10
SOUTH EUCLID -04-B	01	595	10
SOUTH EUCLID -04-C	01	600	10
SOUTH EUCLID -04-D	01	850	10
STRONGSVILLE -01-A	01	1060	10
STRONGSVILLE -01-B	01	695	10
STRONGSVILLE -01-C	01	975	10
STRONGSVILLE -01-D	01	1200	10
STRONGSVILLE -01-E	01	890	10

STRONGSVILLE -01-F	01	1370	10
STRONGSVILLE -01-G	01	955	10
STRONGSVILLE -02-A	01	910	10
STRONGSVILLE -02-B	01	805	10
STRONGSVILLE -02-C	01	930	10
STRONGSVILLE -02-D	01	810	10
STRONGSVILLE -02-E	01	545	10
STRONGSVILLE -02-F	01	825	10
STRONGSVILLE -02-G	01	945	10
STRONGSVILLE -02-H	01	805	10
STRONGSVILLE -02-I	01	1010	10
STRONGSVILLE -03-A	01	1145	10
STRONGSVILLE -03-B	01	1080	10
STRONGSVILLE -03-C	01	1205	10
STRONGSVILLE -03-D	01	1420	10
STRONGSVILLE -03-E	01	1265	10
STRONGSVILLE -03-F	01	950	10
STRONGSVILLE -03-G	01	830	10
STRONGSVILLE -04-A	01	1340	10
STRONGSVILLE -04-B	01	1110	10
STRONGSVILLE -04-C	01	1270	10
STRONGSVILLE -04-D	01	765	10
STRONGSVILLE -04-E	01	1075	10
STRONGSVILLE -04-F	01	960	10
STRONGSVILLE -04-G	01	1020	10
UNIVERSITY HEIGHTS -00-A	01	815	10
UNIVERSITY HEIGHTS -00-B	01	780	10
UNIVERSITY HEIGHTS -00-C	01	785	10
UNIVERSITY HEIGHTS -00-D	01	945	10
UNIVERSITY HEIGHTS -00-E	01	745	10
UNIVERSITY HEIGHTS -00-F	01	725	10
UNIVERSITY HEIGHTS -00-G	01	910	10
UNIVERSITY HEIGHTS -00-H	01	1000	10
UNIVERSITY HEIGHTS -00-I	01	790	10
VALLEY VIEW -00-A	01	720	10
VALLEY VIEW -00-B	01	695	10
WALTON HILLS -00-A	01	805	10
WALTON HILLS -00-B	01	805	10
WARRENSVILLE HTS -01-A	01	620	10
WARRENSVILLE HTS -01-B	01	560	10
WARRENSVILLE HTS -02-A	01	510	10
WARRENSVILLE HTS -02-B	01	485	10

WARRENSVILLE HTS -03-A	01	1170	10
WARRENSVILLE HTS -04-A	01	410	10
WARRENSVILLE HTS -04-B	01	640	10
WARRENSVILLE HTS -05-A	01	640	10
WARRENSVILLE HTS -05-B	01	445	10
WARRENSVILLE HTS -06-A	01	985	10
WARRENSVILLE HTS -07-A	01	385	10
WARRENSVILLE HTS -07-B	01	510	10
WESTLAKE -01-A	01	1135	10
WESTLAKE -01-B	01	775	10
WESTLAKE -01-C	01	1090	10
WESTLAKE -01-D	01	845	10
WESTLAKE -02-A	01	810	10
WESTLAKE -02-B	01	1125	10
WESTLAKE -02-C	01	945	10
WESTLAKE -02-D	01	815	10
WESTLAKE -03-A	01	645	10
WESTLAKE -03-B	01	1055	10
WESTLAKE -03-C	01	905	10
WESTLAKE -03-D	01	740	10
WESTLAKE -04-A	01	750	10
WESTLAKE -04-B	01	945	10
WESTLAKE -04-C	01	1065	10
WESTLAKE -04-D	01	1045	10
WESTLAKE -05-A	01	955	10
WESTLAKE -05-B	01	835	10
WESTLAKE -05-C	01	925	10
WESTLAKE -05-D	01	860	10
WESTLAKE -06-A	01	825	10
WESTLAKE -06-B	01	1155	10
WESTLAKE -06-C	01	1095	10
WESTLAKE -06-D	01	1105	10
WOODMERE -00-A	01	400	10

Agenda Item

#7

Agenda Item #7:

Approval to outsource the printing and mailing of Vote-by-Mail ballots for the August 8, 2023, Special Election.

Agenda Items 8-12

Challenge of Voter Residency

Agenda Item #8



CUYAHOGA COUNTY BOARD OF ELECTIONS

Henry F. Curtis, IV
Chairman

Inajo Davis Chappell
Member

Lisa M. Stickan
Member

Terence M. McCafferty
Member

Anthony W. Perlatti
Director

Anthony N. Kaloger
Deputy Director

CHALLENGED VOTER PACKET- STEPHANIE MCCARROLL-KING

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 - A. Challenge (Form #257)
 - B. Cuyahoga County Clerk of Courts Docket Showing Last Residence of 3837 East Antisdale Rd., South Euclid, OH (Exhibit 5)
 - C. Ohio Department of Nursing License Verification Details (Exhibit 6)
 - D. Marriage License- Stephanie Marie McCarroll and Brandon Lee King- Subscribed February 14, 2022 (Exhibit 7)
 - E. Cuyahoga County Recorder's Office- General Warranty Deed (Exhibit 8)
 - F. Cuyahoga County Clerk of Courts Docket- Judgment Lien (State of Ohio Department of Taxation vs. McCarroll, Stephanie M.) (Exhibit 10)
 - G. Ohio Board of Nursing file from State Agency for Stephanie McCarroll King - Received on April 25, 2023 (Supplemental Exhibit 1)
3. Information Supplied by the Board of Elections
 - A. Cuyahoga County Property Summary Report- 3837 East Antisdale Road
 - B. Cuyahoga County Property Summary Report- 20230 Glen Russ Lane
4. Stephanie Marie McCarroll (King)
 - A. Voter Information Report
 - B. Registration Form
 - C. Voter History



CUYAHOGA COUNTY BOARD OF ELECTIONS

Henry F. Curtis, IV
Chairman

Inajo Davis Chappell
Member

Lisa M. Stickan
Member

Terence M. McCafferty
Member

Anthony W. Perlatti
Director

Anthony N. Kaloger
Deputy Director

SUMMARY

On April 17, 2023, Mr. Eric J. Brewer, a registered voter in Cleveland, Ohio, and a resident of Cuyahoga County, submitted an Ohio Secretary of State prescribed Form #257, Challenge of Right to Vote and Correction of Registration List on Ms. Stephanie Marie McCarroll-King. Mr. Brewer resides at 3537 East 151st Street, Cleveland, Ohio. In accordance with the Election Officials Manual, Section 4.15, states that the "person who files the challenge must be a qualified elector in the county." According to Mrs. McCarroll-King's voter registration, she resides at 1735 Elsinore Street, East Cleveland, Ohio. However, Mr. Brewer is challenging the fact that her residential address is 3837 East Antisdale Road, South Euclid, Ohio. (Exhibit 5)

Mr. Brewer indicates in his challenge that Mrs. McCarroll-King's Ohio Department of Nursing lists her address as South Euclid, not East Cleveland, Ohio. (Exhibit 6)

Mr. Brewer provided a Marriage License that shows that Stephanie Marie McCarroll is married to Brandon King. (Exhibit 7) The marriage is also noted in the Warranty Deed that shows the transfer of their 3837 East Antisdale Road home. (Exhibit 8)

According to Mr. Brewer, Mrs. McCarroll-King sold her residence in South Euclid, in February 2022. However, in November 2022, Mrs. McCarroll-King voted in a "federal general election" at the home that she had sold in February of 2022. Further, in December 2022, Mrs. McCarroll-King moved into the residence at 1735 Elsinore Street, East Cleveland, Ohio. (Exhibit 10)

Mr. Brewer provided a supplemental statement as well as accompanying exhibits regarding the residence of Stephanie McCarroll-King. The first exhibit in the supplemental packet is a copy of Mrs. McCarroll-King's Ohio Board of Nursing file from the state agency that shows her residential address as 20230 Glen Russ Lane in Euclid, Ohio. (Supplemental Exhibit 1)

CCBOE STATEMENTS OF FACT

- Mrs. Stephanie McCarroll-King updated her voter registration from 3837 East Antisdale Rd., South Euclid Ohio to 1735 Elsinore Ave., East Cleveland on January 6, 2023. This address update was completed via an online internet transaction.
- Mrs. McCarroll-King has not had an election in 2023 to participate in from her new address and was a regular voter from her former South Euclid address.
- Mrs. McCarroll-King does not seem to be named as the owner of a Cuyahoga County property per the County's Fiscal Office Property Search function.
- The Owner of Mrs. McCarroll-King's former property of 3837 East Antisdale Rd., South Euclid, is currently owned by Bernard Fryshman and Rivka Lerman per County Fiscal Office records.
- The owner of 20230 Glen Russ Ln., Euclid, Ohio is Brian Gresham. This is the property Mr. Brewer states is the address Mrs. McCarroll-King's nurses license is tied to.

New Search

Displaying 1 through 8 (out of 8) matching your search criteria.

Name	Address	Role	Case Number	Case Caption
MCCARROLL STEPHANIE M	3837 E ANTISDALE RD	DEFENDANT	<u>CV-15-845738</u>	CAPITAL ONE BANK (USA), N.A. v STEPHANIE M MCCARROLL
MCCARROLL STEPHANIE M	3837 E ANTISDALE RD	DEBTOR	<u>JL-15-750054</u>	CAPITAL ONE BANK USA NA v STEPHANIE M MCCARROLL
MCCARROLL STEPHANIE M	3837 E ANTISDALE RD	DEBTOR	<u>GR-15-005976</u>	CAPITAL ONE BANK USA NA v STEPHANIE M MCCARROLL
MCCARROLL STEPHANIE M	3837 EAST ANTISDALE ROAD	DEBTOR	<u>JL-17-803065</u>	THE CITY OF SOUTH EUCLID, OHIO v STEPHANIE M MCCARROLL
MCCARROLL STEPHANIE M	3837 E ANTISDALE RD	DEBTOR	<u>JL-23-132260</u>	STATE OF OHIO DEPARTMENT OF TAXATION v MCCARROLL, STEPHANIE M
MCCARROLL STEPHANIE M	3837 E ANTISDALE ROAD	DEFENDANT	<u>CV-16-871621</u>	US BANK NATIONAL ASSOCIATION v STEPHANIE M MCCARROLL, ET AL
MCCARROLL STEPHANIE M	3837 EAST ANTISDALE ROAD	DEFENDANT	<u>CV-18-892542</u>	U.S. BANK NATIONAL ASSOCIATION v STEPHANIE M. MCCARROLL, ET AL.
MCCARROLL STEPHANIE M	3837 EAST ANTISDALE ROAD	DEFENDANT	<u>CV-21-953838</u>	CITY OF SOUTH EUCLID OHIO v STEPHANIE M. MCCARROLL

Only the official court records available from the Cuyahoga County Clerk of Courts, available in person, should be relied upon as accurate and current.
[Website Questions or Comments.](#)

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[EXHIBIT 5]

eLicense.Ohio.gov
(/OH_HomePage)

Have a licensing question? Contact your licensing board or check their website. Help desk representatives are not trained to answer licensing questions.

Technical Support - Help desk representatives are available to answer login or registration questions by calling (855) 405-5514 weekdays from 8:00 am to 5:00 pm EST.

Callers may experience extended wait times due to the high number of calls. If you're unable to wait for a representative, you can leave a call back number. If you're experiencing technical issues with the eLicense website, make sure you are using Google Chrome or Mozilla Firefox as your browser.

License Look Up

PRINTER FRIENDLY VERSION

Stephanie Marie King

The search results for the license holder are listed to the right.

Current Date & Time

4/14/2023 2:10 PM

Status

Active

Sub-Status

[EXHIBIT 6]

4/14/23, 2:10 PM

Compact/Multi-State Eligible
Single-State

License Verification Details

Sub-Category

Board

Nursing Board

License Type

Registered Nurse (RN)

Sub-Category

License Number

RN.347723

License Issue Date

02/06/2009

License Effective Date

08/16/2021

License Expiration Date

10/31/2023

City

Euclid

State
OH

Country
United States
Board Action
No

Endorsements:

Endorsement Number	Endorsement Type	Status	Sub- Status	Sub- Category	Issue Date	Expiration Date	Board Action	View	National Certifications
-----------------------	---------------------	--------	----------------	------------------	---------------	--------------------	-----------------	------	----------------------------

No data available in table

Current date & time: 4/14/2023 2:10 PM

Disclaimer: License lookups using eLicense Ohio reflect an accurate representation of information maintained by the Board. Information accessed through this website is provided as a public service. No user may claim detrimental reliance thereon. The Joint Commission and NCQA consider on-line status information as fulfilling the primary source verification requirement for verification of licensure in compliance with their respective credentialing standards.

- SUPPORT (OH_SUPPORTPAGE)
- REGISTRATION GUIDE (SERVLET/SERVLET.FILEDOWNLOAD?FILE=015T0000000UG2L)
- CONTACT (OH_CONTACTUS)
- PRIVACY NOTICE (OH_PRIVACYNOTICE)

4/14/23, 2:16 .4

WWW.OHIO.GOV ([HTTP://WWW.OHIO.GOV](http://www.ohio.gov))

GENERAL TERMS (OH_GENERAL TERMS)

License Verification Details

Marriage License

This License Valid Only In Ohio
NOT VALID AFTER SIXTY DAYS FROM DATE

2022ML67551

The State of Ohio, Cuyahoga County

To Any Person Legally Authorized to Solemnize Marriages in the State of Ohio:

I, the undersigned,

JUDGE ANTHONY J. RUSSO

*of the Court of Common Pleas, Probate Division, within and for the County
and State aforesaid, have licensed, and do hereby License and Authorize*

STEPHANIE MARIE MCCARROLL

And

BRANDON LEE KING

to be joined in Marriage.

*In witness whereof, I have hereunto subscribed my name and affixed the
seal of said Court, at Cleveland, Ohio, this 14th day of February, 2022.*



[Signature of Judge Anthony J. Russo]

Judge

By

[Signature of Angela Michelonico]

Deputy Clerk

The above marriage was solemnized this _____ day of _____ 20__

by _____


at _____ Ohio _____

[EXHIBIT 7]

CUYAHOGA COUNTY FISCAL OFFICER
 704-26-005 *Handwritten Signature* 2/27/2022 E
 B-02282022-20

FRYSHMAN, BERNARD & LER Tax Dist. 3330

Survivorship Deed LUC: 5100 EX:
 Sale Amt: \$ 115,000.00 LAND: 19,700
 Conv. Fee: \$ 460.00 BLDG: 83,300
 Ohio Real Title TOTAL: 103,000


 * 1 0 7 4 4 2 9 *

CUYAHOGA COUNTY
 OFFICE OF FISCAL OFFICERS - 3
 DEED 2/28/2022 3:19:44 PM
202202280661

GENERAL WARRANTY DEED

STEPHANIE M. MCCARROLL, married to **BRANDON LEE KING**, and for valuable consideration paid, grants, with general warranty covenants, to **BERNARD FRYSHMAN** and **RIVKA GITTEL LERMAN**, for their joint lives, remainder to the survivor of them, the following real property:

Situated in the City of South Euclid, County of Cuyahoga, and State of Ohio:

And known as being Sublot No. 472 in the Rapid Transit Land Company's Subdivision No. 17A of part of original Euclid Township Lot No. 24, Tract 2, as shown by the recorded plat in Volume 81 of Maps, Page 32 of Cuyahoga County Records, and being 45 feet front on the northerly side of East Antisdale Road and extending back of equal width 105 feet as appears by said plat, be the same more or less, but subject to all legal highways.

Tax Mailing Address: _____

Except a) any mortgage assumed by Grantee; b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable.

Permanent Parcel Number: 704-26-005

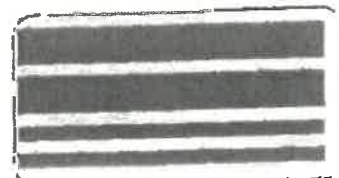
Prior Instrument Reference: 201007090504

Property Address: 3837 East Antisdale Road, South Euclid, OH 44118

Page 1 of 2

OHIO REAL TITLE
163639

[EXHIBIT 8]



Executed by **STEPHANIE M. MCCARROLL**, this the 23 day of February, 2022.

Stephanie M. McCarroll
STEPHANIE M. MCCARROLL

State of Ohio
County of Cuyahoga

This is an acknowledgment clause. No oath or affirmation was administered to the signer.

The foregoing instrument was acknowledged before me this 23 day of February, 2022 by **STEPHANIE M. MCCARROLL**.

Vicky Lynn Bashey
NOTARY PUBLIC

This document was prepared by:
Leonard A. Cuilli
Sandhu Law Group, LLC
1213 Prospect Ave., STE 300
Cleveland, OH 44115
(216) 373-1001
2022-02-0541-163639



VICKY LYNN BASHEY
Notary Public
State of Ohio
My Comm. Expires
March 10, 2026

BRANDON LEE KING, spouse of **STEPHANIE M. MCCARROLL**, releases all rights of dower therein.

Executed by **BRANDON LEE KING**, the 24 day of February, 2022.


BRANDON LEE KING

State of Ohio
County of Cuyahoga

This is an acknowledgment clause. No oath or affirmation was administered to the signers.

The foregoing instrument was acknowledged before me this 24 day of February, 2022 by **BRANDON LEE KING**.


NOTARY PUBLIC



VICKY LYNN BASNEY
Notary Public
State of Ohio
My Comm. Expires
March 10, 2026

Service

Party Role	Name	Service Description	Sent Date	Response	Response Date
DT(1)	STEPHANIE M MCCARROLL	N/A			
C(1)	STATE OF OHIO	N/A			

Case Parties

DEBTOR (1)	STEPHANIE M MCCARROLL 3837 E ANTISDALE RD SOUTH EUCLID, OH 44118-0000
CREDITOR (1)	STATE OF OHIO PO BOX 89471 CLEVELAND, OH 44101-0000

Docket Information

Filing Date	Docket Party	Docket Type	Docket Description	View Image
01/19/2023	N/A	JL	JUDGMENT AMT: \$2179.39 RENDERED BY: CUY CITY COMMON PLEAS ORIGINATING CASE NO.: JL23132260 JUDGMENT LIEN CASE#: JL23132260 CREDITOR: STATE OF OHIO DEPARTMENT OF TAXATION DEBTOR: MCCARROLL, STEPHANIE M INTEREST AT: 5% INTEREST FROM DATE: 01/07/2023 COSTS: JUDGMENT DATE: 01/07/2023 DOCKET (JOURNAL): 1380 PAGE: ST23695238 TIME FILED: 01/19/2023 09:10:40 LIEN COST: PAID BY: SERIAL NUMBER: 02202202521103 ACCOUNT NUMBER:	
01/19/2023	N/A	SF	STATE LIEN FILED. COST AT SATISFACTION \$40.00 CLERK FEE \$10.00 COMPUTER MAINTENANCE & \$5.00 SATISFACTION FEE	

[EXHIBIT 10]

CASE INFORMATION

JL-23-132260 STATE OF OHIO DEPARTMENT OF TAXATION vs. MCCARROLL, STEPHANIE M

[View Printer Friendly Version](#)**Summary**

Case Number:	JL-23-132260
Case Title:	STATE OF OHIO DEPARTMENT OF TAXATION vs. MCCARROLL, STEPHANIE M
Case Designation:	JUDGMENT LIEN - CUYAHOGA CP
Filing Date:	01/19/2023
Judge:	N/A
Magistrate:	N/A
Mediator:	N/A
Room:	N/A
Next Action:	N/A
File Location:	N/A
Last Status:	ACTIVE
Last Status Date:	01/19/2023
Last Disposition:	N/A
Last Disposition Date:	N/A
Prayer Amount:	\$.00
Court of Appeals Case:	N/A
Original Case:	N/A
Refiled Case:	N/A

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[Website Questions or Comments.](#)

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Costs

There are no costs currently assigned to this case

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CASE INFORMATION

JL-23-132260 STATE OF OHIO DEPARTMENT OF TAXATION vs. MCCARROLL, STEPHANIE M

[View Printer Friendly Version](#)

Docket Information

From Filing Date

Docket Type 1

[SELECT ▼]

Docket Type 2

[SELECT ▼]

Docket Type 3

[SELECT ▼]

Docket Type 4

[SELECT ▼]

Filter Results

Start Search

Filing Date	Docket Party	Docket Type	Docket Description	View Image
01/19/2023	N/A	JL	JUDGMENT AMT: \$2179.39 RENDERED BY: CUY CTY COMMON PLEAS ORIGINATING CASE NO.: JL23132260 JUDGMENT LIEN CASE#: JL23132260 CREDITOR: STATE OF OHIO DEPARTMENT OF TAXATION DEBTOR: MCCARROLL, STEPHANIE M INTEREST AT: 5% INTEREST FROM DATE: 01/07/2023 COSTS: JUDGMENT DATE: 01/07/2023 DOCKET (JOURNAL): 1380 PAGE: ST23695238 TIME FILED: 01/19/2023 09:10:40 LIEN COST: PAID BY: SERIAL NUMBER: 02202202521103 ACCOUNT NUMBER: STATE LIEN FILED. COST AT SATISFACTION \$40.00 CLERK FEE \$10.00 COMPUTER MAINTENANCE & \$5.00 SATISFACTION FEE	
01/19/2023	N/A	SF		

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- [Close Window](#)
- [Print This Page](#)
- [Expand All](#) | [Collapse All](#)

Stephanie Marie King

Associate Flag

Picture

Contact Information

Contact Flags

Communication Information

Email **missstefie1216@icloud.com**
 Alternate Email
 Phone **(216) 374-3037**

Other Phone
 Mobile
 Fax

Additional Information

Year of Birth **1979**
 Age **43**
 Birth City **CLEVELAND**
 Birth Country **United States**
 Birth State / Province **Ohio**
 Home 5-digit zip code **44117**

Deceased Date
 Gender **Female**
 Aliases
 Citizenship **United States Citizen**
 Race Code

Military Information

System Information

Contact History

All Licenses

Licenses

Board	License Number	License Type	Status	Sub-Status	Issue Date	Renewed Date	Expiration Date	Board Action	Flag Set?
Nursing Board	RN.347723	Registered Nurse (RN)	Active		2/6/2009	8/16/2021	10/31/2023	No	

CE Custom Related List

Education History

EH-000258256

Education Institution **HURON SCHOOL OF NURSING - DPL - US20309300**
 Other Education Institution **20393-MERIDIA HURON HOSPITAL SCH OF NSG**
 Graduation Date **12/19/2008**

Licenses as Applicant

RN.347723

Type **Registered Nurse (RN)**
 Status **Active**
 Sub-Status
 Issue Date **2/6/2009**
 Renewed Date **8/16/2021**

23 APR 28 PM 1:56

[EXHIBIT 1]

Submission Date and Time: 8/16/2021 12:51 PM

License Renewal Application

License Type - Registered Nurse (RN)

License Number - RN.347723

License Renewal Number - LR-004234548

Personal Information

Provide the necessary personal information in the fields to the right. All fields with (*) are required and must be completed to continue the application process. Demographic and workforce data collected for some licensed healthcare professions is used to enhance the state's capacity for healthcare workforce forecasting, policy development, and research. This data is used to analyze the supply and demand of the healthcare workforce serving Ohio.

Title

No Response

First Name

STEPHANIE

Middle Name

MARIE

Last Name

MCCARROLL

Maiden Name

McCarroll

Social Security Number

*****6650

Date of Birth

12/16/1979

Email Address

missstefie1216@icloud.com

Phone Number

(216) 374-3037

Other Phone Number

No Response

Citizenship

United States Citizen

List languages you personally use to communicate with patients excluding an interpreter or software
English

Other Language

No Response

Individual National Provider Identifier - if not applicable leave blank

No Response

Enter home US zip-code. Enter NA if unavailable

44117

23 APR 28 PM 1:56

If you have served in the military, provide the information for the type of service and duration of service in order to be eligible for expedited processing and other options. You may be required to submit documentation of military status.

Have you served in the military?

No

If you answered "Yes", are you currently serving in the military?

No Response

Has your spouse served in the military?

No

If you answered "Yes", are they currently serving in the military?

No Response

I declined to answer these questions

Current Employment Location(s)

Please provide the following information for all practice sites where you use this license, beginning with the locations in which you spend most of your time. If you are not actively working or volunteering in a position that requires this license (e.g. student or recent graduate) employment location information is optional. Employment location information helps improve the accuracy and efficiency of Health Professional Shortage Area Designations and enables Ohio to identify healthcare workforce distribution. Some questions may appear to be duplicative. After your Employment Location data has been entered please click the SAVE EMPLOYMENT LOCATION button before Saving and Continuing.

Name of Practice Site - Cleveland Clinic

Practice Settings - Hospital - Outpatient

Street Address - 9500 Euclid Avenue - A90

City - Cleveland

State - OH

Zip Code - 44117

Major Area of Focus or Specialty - Pulmonology

Total Hours Worked at this practice site, per Week - 40

Percent of time spent per week in each of the following at this practice site:

Direct Patient Care - 70

Teaching/Academic - 5

Research - 10

Professional Services - 5

Administrative Activities - 5

Other - 5

Total Hours- 100

Hospital Admitting Privileges for Patients - No

Current Employment Arrangement - Salaried

Other Employment Arrangement - null

Intern/Resident Position - No

28 APR 28 PM 1:57

Answer - No

Question - Since you filed your last renewal application, or if this is your first renewal since the date you filed your original license application, with the exception of the Ohio Board of Nursing, has any board, bureau, department, or agency in any way limited, restricted, suspended, or revoked any professional license, certificate, or registration granted to you; placed you on probation; or imposed a fine, censure, or reprimand against you? Have you voluntarily surrendered, resigned, or otherwise forfeited any professional license, certificate, or registration?

Answer - No

Question - Since you filed your last renewal application, or if this is your first renewal since the date you filed your original license application, with the exception of the Ohio Board of Nursing, have you for any reason, been denied an application, issuance, or renewal for licensure, certification, registration, or the privilege of taking an examination, in any state, commonwealth, territory, province, or country?

Answer - No

Question - Since you filed your last renewal application, or if this is your first renewal since the date you filed your original license application, with the exception of the Ohio Board of Nursing, have you entered into an agreement of any kind, whether oral or written, with respect to a professional license, certificate, or registration in lieu of or in order to avoid formal disciplinary action, with any board, bureau, department, agency, or other body?

Answer - No

Question - Since you filed your last renewal application, or if this is your first renewal since the date you filed your original license application, with the exception of the Ohio Board of Nursing, have you been notified of any current investigation of you, or have you been notified of any formal charges, allegations, or complaints filed against you by any board, bureau, department, agency, or other body, with respect to a professional license, certificate, or registration?

Answer - No

Question - Since you filed your last renewal application, or if this is your first renewal since the date you filed your original license application, have you been found to be a mentally ill person subject to hospitalization by court order, been found to be mentally incompetent by a probate court, or been found incompetent to stand trial by a court?

Answer - No

Question - Are you required to register, under Ohio law, the law of another state, the U.S., or a foreign country, as a sex offender?

Answer - No

Question - Since you filed your last renewal application, or if this is your first renewal since the date you filed your original license application, have you been addicted to, dependent on, diagnosed with addiction, dependence or substance use disorder related to, or treated for addiction, abuse, dependence or substance use disorder related to your use of alcohol or any chemical substance; or have you used any drugs that are illegal or were prescription drugs used by you without a legal, valid prescription?

Answer - No

13 FEB 2015 1:57

Question - Indicate the zip code of your primary employer. (5 digits only)
Answer - 44195

Question - Please identify the type of setting that most closely corresponds to your primary nursing practice.
Answer - Hospital – outpatient

Question - Please identify the position title that most closely corresponds to your primary nursing practice:
Answer - Other

Question - Please identify the practice area that most closely corresponds to your primary nursing practice.
Answer - Pulmonology

Question - How many hours do you work during a typical week in your primary nursing practice area?
Answer - 40

Question - Do you have a secondary nursing practice?
Answer - No

Question - Do you have a BSN?
Answer - Yes

Question - If you are proficient in a language other than English, please select from the list below.
Answer - (Not Applicable)

Question - Do you serve on a board that influences health care policy? For example, board of trustees; non-profit health related board; local, state, or federal health related board or policymaking body; etc.?
Answer - No

Question - Are you associated with the U.S. Armed Forces?
Answer - Not applicable

Attachments

If applicable, upload the Attachments for your license application by clicking the Add Attachment button(s). If uploading an attachment, the name of the attachment must be less than 80 characters in length for it to be received successfully. The character limit includes the attachment extension, such as (.doc) and (.pdf). The

23 APR 2011 1:57



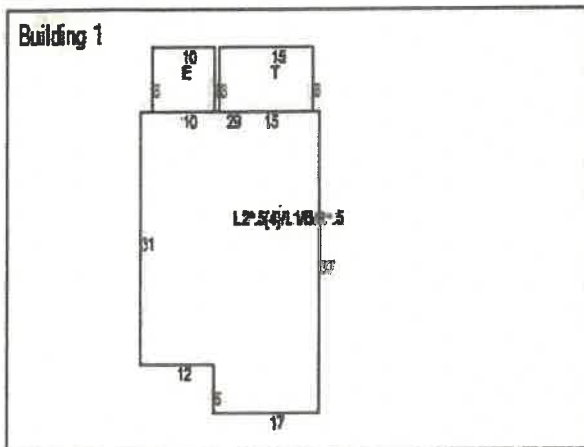
Cuyahoga County, Ohio - Property Summary Report

Parcel: 704-26-005



Owner FRYSHMAN, BERNARD & LERMAN, RIVKA GITTEL
Address 3837 EAST ANTISDALE RD
SOUTH EUCLID, OH. 44118
Land Use (5100) R - 1-FAMILY PLATTED LOT
Legal Description 24 17 A RTRLD 0472 ALL
Neighborhood Code 12414

SKETCH



MAP VIEW

Map Image

BUILDING INFORMATION

Building Record Number	1	Occupancy	1-FAMILY	Story Height	1.5
Style	CAPE COD	Year Built	1948	Exterior Walls	BRICK
Condition	AVERAGE	Construction Quality	C+ / AVERAGE+	Roof Type	GABLE
Roof Material	ASPH-SHINGLE	Heat Type	FORCED-AIR	Air Conditioning	CENTRAL
Attic Type	NONE	Basement Type	BASEMENT	Basement Square Feet	1,001
Basement Finished	No	Rooms	7	Bedrooms	4
Bathrooms (Full/Half)	1/0	Garage Type	DETACHED	Garage Capacity	1
Year Garage Built	2022	Garage Size	264	Living Area Basement	
Living Area 1	1,001	Living Area 2	500	Living Area Upper	
Living Area Total	1,501	Floor Location		Party Wall	

LAND

Code	Footage	Depth	Area	Sq Ft
PRM	45	105	0.11	4,725

VALUATION

2022 Values	Taxable Market Value	Exempt Market Value	Abated Market Value	Assessed Taxable Value
Land Value	\$19,700	\$0	\$0	\$6,900
Building Value	\$83,300	\$0	\$0	\$29,160
Total Value	\$103,000	\$0	\$0	\$36,060
Land Use	5100			SINGLE FAMILY DWELLING

PERMITS

Year	Permit	Change	Exempt Change	Permit Complete	Reinspect	Notes
------	--------	--------	---------------	-----------------	-----------	-------

IMPROVEMENTS

Year	Description	Size	Height/Depth
------	-------------	------	--------------

SALES

Date	Buyer	Seller	Price
2/27/2022	FRYSHMAN, BERNARD & LERMAN, RIVKA GITTEL	MCCARROLL, STEPHANIE M.	\$115,000
7/9/2010	MCCARROLL, STEPHANIE M.	THORNBURG, FAITH L.	\$73,000
12/23/2003	THORNBURG, FAITH L.	THORNBURG, FAITH L.	\$0
12/23/2003	THORNBURG, FAITH L.	Carl Esther M.	\$0
4/1/1993	Carl Esther M.	Washburn Gladys C & E M Carl	\$0
1/1/1975	Washburn Gladys C & E M Carl		\$0

Taxes

2022 Taxes	Charges	Payments	Balance Due
Tax Balance Summary	\$4,253.40	\$2,126.70	\$2,126.70



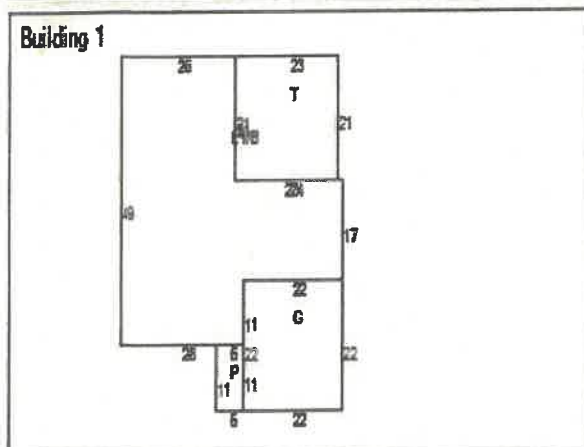
Cuyahoga County, Ohio - Property Summary Report

Parcel: 649-14-067



Owner GRESHAM, BRIAN S.
Address 20230 GLEN RUSS LN
EUCLID, OH. 44117
Land Use (5100) R - 1-FAMILY PLATTED LOT
Legal Description TR 11 18 GLEN RUSS 0022 ALL
Neighborhood Code 14110

SKETCH



MAP VIEW



BUILDING INFORMATION

Building Record Number	1	Occupancy	1-FAMILY	Story Height	1
Style	RANCH	Year Built	1970	Exterior Walls	BRICK
Condition	AVERAGE	Construction Quality	C+ / AVERAGE+	Roof Type	HIP
Roof Material	ASPH-SHINGLE	Heat Type	FORCED-AIR	Air Conditioning	CENTRAL
Attic Type	NONE	Basement Type	BASEMENT	Basement Square Feet	1,710
Basement Finished	No	Rooms	6	Bedrooms	3
Bathrooms (Full/Half)	1/1	Garage Type	ATTACHED	Garage Capacity	2
Year Garage Built	1970	Garage Size	484	Living Area Basement	
Living Area 1	1,710	Living Area 2		Living Area Upper	
Living Area Total	1,710	Floor Location		Party Wall	

LAND

Code	Frontage	Depth	Average	Sq Ft
PRM	62	132	0.18	7,920

VALUATION

2022 Values	Taxable Market Value	Exempt Market Value	Related Market Value	Assessed Taxable Value
Land Value	\$20,600	\$0	\$0	\$7,210
Building Value	\$100,500	\$0	\$0	\$35,180
Total Value	\$121,100	\$0	\$0	\$42,390
Land Use	5100			SINGLE FAMILY DWELLING

PERMITS

Year	Reason	Fee Change	Exempt Change	Permit Complete	Reinspect	Notes
------	--------	------------	---------------	-----------------	-----------	-------

IMPROVEMENTS

Year	Description	From	Height Depth
------	-------------	------	--------------

SALES

Date	Buyer	Seller	Price
2/8/2005	GRESHAM, BRIAN S.	Gresham, Arzell	\$0
11/10/1993	Gresham, Arzell	West, James W	\$118,000
10/24/1989	West, James W	Kacar Leo F	\$109,000
5/25/1978	Kacar Leo F	Kacar Leo F & Marie J	\$0
1/1/1975	Kacar Leo F & Marie J		\$0

Taxes

2022 Taxes	Charges	Payments	Balance Due
Tax Balance Summary	\$18,197.16	\$10,436.70	\$7,760.46

VOTER INFORMATION REPORT

STEPHANIE M MCCARROLL

PRINTED ON: 4/19/2023

VOTER ID: 1804750
NAME: STEPHANIE M MCCARROLL
RESIDENCE: 1735 ELSINORE AVE
CITY/STATE/ZIP: EAST CLEVELAND, OH 44112

CARE OF:
STREET/BX:
MAIL CITY:
MAIL STATE/ZIP:
COUNTRY:

PHONE NUMBER:

STATUS: ACTIVE
PARTY: DEMOCRAT
REG DATE: 12/27/2022

PRECINCT: ECLE03E.01
PRECINCT NAME: EAST CLEVELAND -03-E

POLLING PLACE: MAYFAIR ELEMENTARY SCHOOL
13916 MAYFAIR AVENUE

SIGNATURE: *Stephanie M. McCarroll*

I hereby certify that the above
document is a true and correct copy of
the original filed at the Cuyahoga
County Board of Elections.

VOTE
CUYAHOGA COUNTY
BOARD OF ELECTIONS

Election Official: *Jonny Grant Edwards*

Title: *Registration Manager*

Date: *April 19, 2023*

Signature: *Jonny Grant Edwards*

Voter Details | Properties | Flags/Misc | Notices

County Info | State Info (S)

Voter ID: 1804750

Status:

Active

Reason:

88 - CHANGE

Affidavit:

OH0015163929

Sig:

4919126

Auto S

DMV Lic:

SSN: -

Name | Prior Name (Y) | Alternate Name

Name

Prefix:

First:

STEPHANIE

Middle:

M

Last:

MCCARROLL

Suffix:

Birth Date

1979

St Res:

Residence

Standard Residence Address

House#: 1735

Frac: /

Street: ELSINORE

Post: Bldg:

City: EAST CLEVELAND

Prec: ECLE03E:01

Clear

Dir:

Type: AVE

Apt:

Zip: 44112

Manual

Mailing

Cntry:

CareOf:

Str/Bc:

City:

St:

Zip:

Clear

Additional Address

Print

Ok

Cancel

Do not answer any of the questions, do not complete this form. / Si respondió NO a cualquiera de las preguntas, no complete este formulario.

Name / Apellido McCarroll	First Name / Nombre Stephanie	Middle Name or Initial / Segundo Nombre o Inicial M	Sex, etc.
-------------------------------------	---	---	-----------

Number and Street (Enter new address if changed) / No. de Casa y Calle (Escriba la nueva dirección si ha cambiado) 837 E. Antisdale	Apt. or Lot # / Apt. o No. de Parcela	City or Post Office / Ciudad o Oficina de Correos S. Euclid	ZIP Code / Código Postal 44118
---	---------------------------------------	---	--

Internal Rural or Mailing Address (if necessary) / Dirección Postal o Rural Adicional (si es necesaria)	County where you live / Condado donde vive
---	--

Indiana (MD-09-10) (required) / a de Matriculación MD-09-10 (obligatoria) 1197A	10. Ohio driver's license No. OR last 4 digits of Social Security No. (one form of ID required to be listed or provided) / No. de la licencia de conducir de Ohio las últimas 4 dígitos del No. del Seguro Social (se necesita indicar o facilitar una forma de identificación)	11. Phone No. (voluntary) / No. Tel. Voluntaria 216
---	---	---

PREVIOUS ADDRESS IF UPDATING CURRENT REGISTRATION - Previous House Number and Street / SECCIÓN RESIDENCIAL ANTERIOR SI ESTÁ ACTUALIZANDO EL REGISTRO ACTUAL - Número de Casa y Calle Anterior

City or Post Office / Ciudad u Oficina de Correos	County / Condado	State / Estado
---	------------------	----------------

Age of Name Only FORMER Legal Name / SÓLO CAMBIO DE NOMBRE Nombre Legal Anterior	Former Signature / Firma Anterior
--	-----------------------------------

under penalty of election falsification I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election, and will be at least 18 years of age at the time of the general election.

bajo pena de falsificación electoral, que soy ciudadano de los Estados Unidos, que he vivido en este estado durante al menos 30 días previos a las elecciones próximas y que tendré al menos 18 años de edad al momento de las elecciones generales.

Signature / Su firma →

Date / Fecha **7/23/2011**
MO DAY YR
MES DÍA AÑO

Stephanie M. McCarroll

JUL 27 '11 PM 1:43 CUS

FOR BOARD USE ONLY SEC 010 (Rev. 07/08)
City, Village, Twp.
Ward
Precinct
School Dist.
Cong. Dist.
Senate Dist.
House Dist.



#	Date	Title	Elig	Voted	Cons Proc	Party	Poll Voter	AV Requested	AV Return...	Orig. Precinct
1	11/08/2022	November 8, 2022 General Election								
2	08/02/2022	AUGUST 2, 2022 PRIMARY ELECTION	Y	N			N	N	N	
3	05/03/2022	MAY 3, 2022 PRIMARY ELECTION	Y	N			N	N	N	
4	11/02/2021	November 2, 2021 General Election	Y	Y	SEUC04A		Y	N	N	SEUC04A.01
5	08/03/2021	AUGUST 3, 2021 SPECIAL CONGRESSIONAL...	Y	N			N	N	N	
6	11/03/2020	November 3, 2020 Presidential General Election	Y	Y	SEUC04A		Y	N	N	SEUC04A.01
7	03/17/2020	MARCH 17, 2020 PRIMARY ELECTION - EXT...	Y	Y	SEUC04A	DEM	N	Y	Y	SEUC04A.01
8	11/05/2019	November 5, 2019 General Election	Y	Y	SEUC04A		Y	N	N	SEUC04A.01
9	11/06/2018	November 6, 2018 General Election	Y	Y	SEUC04A		Y	N	N	SEUC04A.01
10	05/08/2018	MAY 8, 2018 PRIMARY ELECTION	Y	N			N	N	N	
11	11/07/2017	NOVEMBER 7, 2017 GENERAL ELECTION	Y	Y	SEUC04A		Y	N	N	SEUC04A.01
12	11/08/2016	NOVEMBER 8, 2016 PRESIDENTIAL GENER...	Y	Y	SEUC04A		Y	N	N	SEUC04A.01
13	03/15/2016	MARCH 15, 2016 PRIMARY ELECTION	Y	Y	SEUC04A	DEM	Y	N	N	SEUC04A.01
14	11/03/2015	NOVEMBER 3, 2015 GENERAL ELECTION	Y	Y	SEUC04A		Y	N	N	SEUC04A.01
15	05/05/2015	MAY 5, 2015 PRIMARY ELECTION	Y	N			N	N	N	
16	11/04/2014	NOVEMBER 4, 2014 GENERAL ELECTION	Y	Y	SEUC04A		Y	N	N	SEUC04A.01
17	05/06/2014	MAY 6, 2014 PRIMARY ELECTION	Y	N			N	N	N	
18	11/05/2013	NOVEMBER 5, 2013 GENERAL ELECTION	Y	N			N	N	N	
19	11/06/2012	NOVEMBER 6, 2012 PRESIDENTIAL GENER...	Y	Y	SEUC04A		Y	N	N	SEUC04A.01
20	03/06/2012	MARCH 6, 2012 PRIMARY ELECTION	Y	N			N	N	N	
21	11/08/2011	NOVEMBER 8, 2011 GENERAL ELECTION	Y	Y	SEUC04A		Y	N	N	SEUC04A.01
22	11/03/2009	NOVEMBER 3, 2009 GENERAL ELECTION	Y	N	CLEVE01P		N	Y	N	CLEVE01P.01
23	11/04/2008	2008 NOV GENERAL	Y	Y	CLEVE01P		N	Y	Y	CLEVE01P.01
24	03/04/2008	2008 MAR PRIMARY	Y	Y	CLEVE01P	DEM	N	Y	Y	CLEVE01P.01
25	11/06/2007	2007 NOV GENERAL	Y	N			N	N	N	
26	11/07/2006	2006 NOV GENERAL	Y	Y	CLEVE01P		Y	N	N	CLEVE01P.01
27	11/08/2005	GENERAL NOV 2005	Y	N			N	N	N	
28	11/02/2004	GENERAL NOV 2004	Y	Y	CLEVE01P		Y	N	N	CLEVE01P.01
29	03/02/2004	2004 MAR PRIMARY	Y	Y		DEM		N	N	
30	11/05/2002	2002 NOV GENERAL	Y	Y		NO...		N	N	
31	11/06/2001	2001 NOV GENERAL	Y	Y		NO...		N	N	
32	05/08/2001	SPECIAL ELECTION	Y	Y		NO...		N	N	
33	11/07/2000	2000 NOV GENERAL	Y	Y		NO...		N	N	

Agenda Item #9



CUYAHOGA COUNTY BOARD OF ELECTIONS

Henry F. Curtis, IV
Chairman

Inajo Davis Chappell
Member

Lisa M. Stickan
Member

Terence M. McCafferty
Member

Anthony W. Perlatti
Director

Anthony N. Kaloger
Deputy Director

CHALLENGED VOTER PACKET – BRANDON KING

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1. Summary Statement
2. Information Submitted by Mr. Eric Brewer
 - A. Challenge (Form #257)
 - B. Facebook Messenger conversation between Eric Brewer & Cecil King Jr. (Exhibit 4)
 - C. Articles of Organization- Brandon King, Ltd. (Supplemental Exhibit 2)
 - D. Articles of Organization- American Merchandising Services (Supplemental Exhibit 4)
 - E. Property Deed- Athens, OH County Recorder (Supplemental Exhibit 5)
3. Information Supplied by the Board of Elections
 - A. Cuyahoga County Property Summary Report- 1735 Elsinore St.
 - B. Ohio Secretary of State's Business Filing Page- Brandon King
4. Brandon King
 - A. Voter Information Report
 - B. Registration Form
 - C. Voter History



CUYAHOGA COUNTY BOARD OF ELECTIONS

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Member

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Director

Anthony N. Kaloger
Deputy Director

SUMMARY:

Mr. Eric Brewer, a registered voter in Cleveland, Ward 1-K, submitted a SoS Prescribed Form #257, Challenge of the Right to Vote and Correction of Registration List on Mr. Brandon King. Mr. Brewer, who is the current Clerk of Council of East Cleveland, has submitted documentation that alleges Mr. King is not a resident of 1735 Elsinore Ave, East Cleveland, OH 44112, which is where he has been registered to vote since October 7, 2000, and because of this he should forfeit his office due to failure to meet the residency requirements, Section 3.15 (A)(3)(B) of the Ohio Revised Code.

The Cuyahoga County Property Summary Report (included in Challenge Packet) shows that Mayor King bought the property at 1735 Elsinore Street on March 4, 2022.

In addition to the Facebook Messenger conversation between Eric Brewer and Cecil King Jr. referencing Mayor King (Exhibit 4), Mr. Brewer provided a supplemental statement as well as accompanying exhibits regarding Mayor King's residence. These supplemental exhibits include Articles of Organization for Brandon King, LTD., AMS-05 (Supplemental Exhibit 2) with an address in Athens, OH filed in February 2004, Articles of Organization for AMS-05, LTD (American Merchandising Services) with an address in Euclid, OH filed in December 2007 (Supplemental Exhibit 4), and a property deed for a property located at 136 Dailey Rd, Albany, OH 45710 signed by Mayor King dated September 18, 2020 (Supplemental Exhibit 5).

Records from the Ohio Secretary of State's Business Filing (included in Challenge Packet) show that Mayor King is the registrant for the prior business name of Brandon King, LTD., AMS-05 and AMS-05, LTD (American Merchandising Services).

CCBOE STATEMENTS OF FACT:

- Brandon King is the Mayor of East Cleveland and has listed 1735 Elsinore Ave., East Cleveland as his address on his candidate filings.
- Mayor King is listed as the Owner of 1735 Elsinore Ave. on the Cuyahoga County Fiscal Office Property Summary Report.
- Mayor King is listed as the Agent of AMS-05, LTD, located at 13308 Euclid Ave., STE 105, East Cleveland on the Ohio Secretary of State's website.
- Mayor King has been registered at 1735 Elsinore Ave, East Cleveland for over 10 years and has been a regular voter from this address during this same period.

Challenge of Right to Vote and Correction of Registration List

R.C. 3503.24

(To be filed with the Board of Elections not later than 30 days prior to the election)

I, ERIC J. BREWER, am a qualified elector of CUYAHOGA
(County)My address is 3537 E. 151ST STREET, CLEVELAND
(Street Address) (City)

I hereby: (check one box below and fill in remaining information)

☒ Challenge the Right to Vote of BRANDON L. KING
(Name of Person Challenged)
whose Address is 1735 ELSINORE ST., E. CLEVELAND, CUYAHOGA
(Street Address) (City) (County)☐ Request correction of the registration list of Precinct _____ Ward _____I file this challenge or correction for the following reason(s): STATEMENT ATTACHED

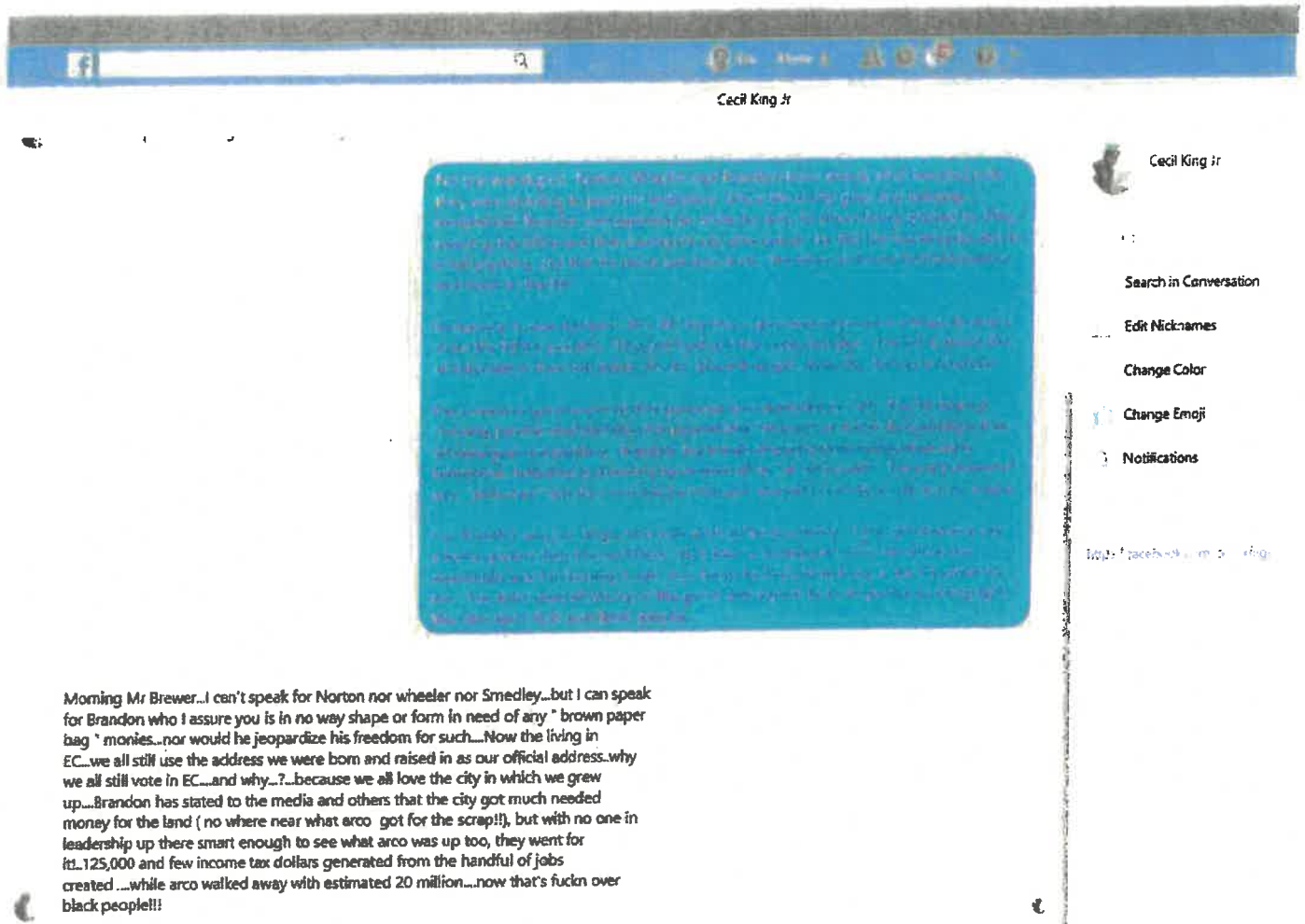
PLEASE NOTE: The return of mail, sent by an elections official or any other individual, as undeliverable, unable to forward, or a change of address on file (NCOA) alone is insufficient to grant a challenge or application for correction. Evidence of a foreclosure action alone is insufficient to grant a challenge or correction. The fact that a voter's status is recorded in the Statewide Voter Registration Database as "active-confirmation" (also known as "inactive") alone is insufficient ground to grant a challenge or correction.

I hereby declare under penalty of election falsification that the statements above are true based on my personal knowledge, information or belief.


Signature of Elector

APR 17 23 PM 2:22

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE.



[EXHIBIT 4]



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/17/2004	200404500802	ARTICLES OF ORGANIZATION/DOM. LLC (LCA)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

BRANDON L. KING
UNIT 1 APT. 102 MONTICELLO VILLAGE
ATHENS, OH 45701

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, J. Kenneth Blackwell

1441513

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

BRANDON KING, LTD., AMS-05

and, that said business records show the filing and recording of:

Document(s)

ARTICLES OF ORGANIZATION/DOM. LLC

Document No(s):

200404500802



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 13th day of February,
A.D. 2004.

J. Kenneth Blackwell
Ohio Secretary of State

23 APR 28 PM 11:57

[EXHIBIT 2]

Complete the information in this section if box (1) is checked Cont.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member, manager or representative of

Brandon King, Ltd., AMS - 05
(name of limited liability company)


hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

Brandon King
(Name of Agent)


13308 Euclid Ave., Suite: 105
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

East Cleveland Ohio 44112
(City) (State) (Zip Code)

Must be authenticated by an authorized representative


Authorized Representative
BRANDON King

2/10/2004
Date


Authorized Representative

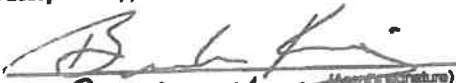
Date

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

Brandon King, Ltd., AMS - 05
(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.


BRANDON KING (Agent's signature)

23 APR 28 PM 1:57



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/02/2008	200736502492	AMEND/ARTICLES- ORGANIZATION/DOM. LLC (LAM)	50.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

BRANDON KING
20230 GLEN RUSS LANE
EUCLID, OH 44117

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1441513

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
AMS-05, LTD. (AMERICAN MERCHANDISING SERVICES)
and, that said business records show the filing and recording of:

Document(s)
AMEND/ARTICLES-ORGANIZATION/DOM. LLC

Document No(s):
200736502492



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 24th day of December,
A.D. 2007.

Jennifer Brunner

Ohio Secretary of State

03 APR 28 PM 1:53

[EXHIBIT 4]

Complete the information in this section if box (2) is checked and the Limited Liability Company wants to appoint a statutory agent

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is:

(Name)

(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**

(City, village or township) Ohio _____
(State) (Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

A. the agent cannot be found or,
B. the limited liability company fails to designate another agent when required to do so, or
C. the limited liability company's registration to do business in Ohio expires or is cancelled

REQUIRED
Must be authenticated (signed)
by an authorized representative
(See Instructions)

BLK
Authorized Representative
BRANDON KNIG
(Print Name)

12-17-07
Date

Authorized Representative
(Print Name)

Date

Authorized Representative
(Print Name)

Date

Instrument Book Page
202000005220 OR 572 1711

202000005220
Filed for Record in
ATHEHS COUNTY, OHIO
JESSICA MARKINS, RECORDER
09-22-2020 At 01:31 pm.
MORTGAGE 114.00
OR Book 572 Page 1711 - 1722

202000005220
SECURE TITLE SERVICES

When recorded, return to:
T2 Financial LLC DBA/Revolution Mortgage
480 Olde Worthington Road, Suite 300
Westerville, OH 43082

LOAN #: 20400671

_____[Space Above This Line For Recording Data]_____

MORTGAGE

MIN: 1014783-0000017801-5
MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **September 18, 2020**, together with all Riders to this document.

(B) "Borrower" is **BRANDON L KING, AN UNMARRIED MAN.**

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is **T2 Financial LLC DBA/Revolution Mortgage.**

Lender is a **Limited Liability Corporation**, organized and existing under the laws of **Ohio**.
Lender's address is **480 Olde Worthington Road, Suite 300, Westerville, OH 43082**

(E) "Note" means the promissory note signed by Borrower and dated **September 18, 2020**. The Note states that Borrower owes Lender **ONE HUNDRED SEVENTY ONE THOUSAND AND NO/100** Dollars (U.S. **\$171,000.00**)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **October 1, 2050**.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."



EXHIBIT 5

LOAN #: 20400671

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future; but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all



LOAN #: 20400571

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.



LOAN #: 20400671

Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.



LOAN #: 20400671

or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure



Legal Description
For File: STS12895

Situated in the Township of Lee, County of Athens, and State of Ohio:

Situate in Section 13, Town 10, Range 15, and the State of Ohio being more fully described as follows:

Beginning at the Southeast corner of Section 13, said point also being in the common line of Athens County and Meigs County, thence North 86 deg. 08' West 2690.33 feet along the South line of said Section 13, to a R.R. spike in the existing centerline of Township Road Number 2;

Thence in the roadway North 3 deg. 52' East 1360.92 feet to another spike in the existing centerline of Township Road Number 2;

Thence South 86 deg. 08' East 550.0 feet to the real place of beginning;

Thence South 3 deg. 52' West 655.92 feet to an iron pin;

Thence North 86 deg. 08' West 550.0 feet to a R.R. Spike in the existing centerline of Township Road Number 2;

Thence in the roadway, North 3 deg. 52' East 305.92 feet to another R.R. spike in the road centerline;

Thence South 86 deg. 08' East 518.0 feet to an iron pin;

Thence North 3 deg. 52' East 350.0 feet to an iron pin; Thence South 86 deg. 08' East 32.00 feet to the point of beginning and containing 4.12 acres more or less.

Excepting therefrom that property conveyed by deed recorded in Volume 364 at Page 687 Athens Co. Deed Records being situated in the State of Ohio, County of Athens, and Township of Lee, and more particularly described as follows:

Beginning at the Southeast corner of said Section 15, said point also being in the common line of Athens County and Meigs County;

Thence No. 86 deg. 08' West 2690.33 feet along the South line of said Section 13 to a R.R. spike in the existing centerline of Township Road No. 2;

Thence in the roadway North 3 deg. 52' East 1360.92 feet to another spike in the existing centerline of Township Road Number 2;

Thence South 86 deg. 08' West 550 feet to a R.R. spike in the existing centerline of Township Road Number 2, thence in the roadway North 03 deg. 52' East 173.92 feet to an iron pin;

Thence South 86 deg. 08' 00" East 518.0 feet to an iron pin;

Thence North 3 deg. 52' 00" East 350.00 feet to an iron pin thence South 86 deg. 08' East 32 feet to the point of beginning and containing 2.453 acres. This description includes an existing 32 foot right of way running from the NE corner of said tract North 32 deg. 52' 00" East 350.00 feet.

PPN: H01-00100073-00

See Deed Ref OR 572 Pg 1709



Cuyahoga County, Ohio - Property Summary Report

Parcel: 672-11-101



Owner KING, BRANDON, ET AL
Address 1735 ELSINORE ST
EAST CLEVELAND, OH. 44112
Land Use (4090) C - 4-6 UNIT APARTMENTS
Legal Description 382 THOMPSON ETAL & NEXT E 0020 ALL
Neighborhood Code 23271

SKETCH

Building 1

If this is a residential property the sketch is unavailable.
Commercial building sketches are not available at this time.
Please contact us at EMcGoldrick@cuyahogacounty.us
or call (216) 443-4663 for a copy of the building card.

MAP VIEW

Map Image

BUILDING INFORMATION

Building ID	1	Construction Class	CLASS C	Basement Type	FULL
Total Story Height	3	Usable Area	7,525	Condition	FAIR
Date Built	1899	Date Remodeled		Exterior Walls	BRICK
Framing	FIRE RESISTANT	Roof Type	FLAT	Roof Covering	COMPOSITION
Office Area		Mezzanine Area		Mezzanine Finish	
Wall Height	9	Heat Type	HOT-WATR/STM	Air Conditioning	NONE
Office Finish		Retail Area		Retail Finish	

LAND

Code	Enclosure	Depth	Acres	Sq Ft
PRM	90		0.18	7,830

VALUATION

2022 Value	Taxable Market Value	Exempt Market Value	Assessed Market Value	Assessed Taxable Value
Land Value	\$13,100	\$0	\$0	\$4,590
Building Value	\$120,800	\$0	\$0	\$42,280
Total Value	\$133,900	\$0	\$0	\$46,870
Land Use	4090			APARTMENTS 1-6 UNITS

PERMITS

Tax Year	Reason	Tax Change	Exempt Change	Percent Complete	Respect	Notes
2010	30 - New Construction	\$	\$	100%	No	FURNACE REPLACEMENT 100% COMPLETE NO VALUE CHANGE 1-1-2010
2009	30 - New Construction	\$	\$	100%	No	INT/EXT ALT COMP. 1-1-05 NVC

IMPROVEMENTS

Type	Description	Size	Height Depth
180	GARAGE	180 SQUARE FEET	

SALES

Date	Buyer	Seller	Price
3/4/2022	KING, BRANDON, ET AL	1735 ELSINORE LLC	\$0
5/13/2013	1735 ELSINORE LLC	KING, NORMA	\$0
5/13/2013	KING, NORMA	King Cecil G & Norma L	\$0
1/1/1975	King Cecil G & Norma L		\$0

Taxes

2022 Taxes	Changes	Payments	Balance Due
Tax Balance Summary	\$15,990.44	\$5,993.53	\$9,996.91



Tue May 02 2023

Entity#: 1441513
Filing Type: DOMESTIC LIMITED LIABILITY COMPANY
Original Filing Date: 02/13/2004
Location: —
Business Name: AMS-05, LTD. (AMERICAN MERCHANDISING SERVICES)

Status: Active
Exp. Date: -

Agent/Registrant Information

BRANDON KING
13308 EUCLID AVE.SUITE 105
EAST CLEVELAND OH 44112
02/13/2004
Active

Filings

Filing Type	Date of Filing	Document ID
DOMESTIC LLC - ARTICLES OF ORGANIZATION	02/13/2004	200404500802
OHIO LLC - AMENDMENT	12/24/2007	200736502492

Prior Business Names

Prior Business Name	Effective Date
BRANDON KING, LTD., AMS-05	12/24/2007



Tue May 02 2023

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF SECRETARY OF STATE

*I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list
of all records approved on this business entity and in the custody of the Secretary of State.*



*Witness my hand and the seal of the
Secretary of State at Columbus,
Ohio this 2nd of May, A.D. 2023*

Ohio Secretary of State

VOTER INFORMATION REPORT

BRANDON LEE KING

PRINTED ON: 4/20/2023

VOTER ID: 1846831

NAME: BRANDON LEE KING

RESIDENCE: 1735 ELSINORE AVE

CITY/STATE/ZIP: EAST CLEVELAND, OH 44112

CARE OF:

STREET/BX:

MAIL CITY:

MAIL STATE/ZIP:

COUNTRY:

PHONE NUMBER:

STATUS: ACTIVE

PARTY: DEMOCRAT

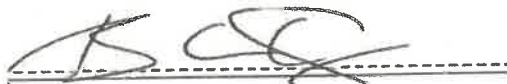
REG DATE: 04/28/2020

PRECINCT: ECLE03E.01

PRECINCT NAME: EAST CLEVELAND -03-E

POLLING PLACE: MAYFAIR ELEMENTARY SCHOOL
13916 MAYFAIR AVENUE

SIGNATURE:



I hereby certify that the above
document is a true and correct copy of
the original filed at the Cuyahoga
County Board of Elections.

VOTE
CUYAHOGA COUNTY
BOARD OF ELECTIONS

Election Official: Bradley S. Borda

Title: Supervisor - Registration

Date: 4.20.23

Signature: 

[Voter Details](#) |
 [Properties](#) |
 [Flags/Misc](#) |
 [Notices](#)

[County Info](#) |
 [State Info \(S\)](#)

Voter ID:

Status:

Reason:

Affidavit:

Sig:

DMV/Lic:

SSN:

Auto S ☐

[Name](#) |
 [Prior Name \(Y\)](#) |
 [Alternate Name](#)

Name:

Prefix:

First:

Middle:

Last:

Suffix:

Birth Date:

St Rsn:

[Residence](#) |
 [Mailing](#)

Standard Residence Address:

House#:

Street:

Post:

City:

Prec:

Dir:

Type:

Apt:

Zip:

Manual ☐

Clear

Additional Address

Cntry:

CareOf:

Str/Bx:

City:

St:

Zip:

Clear

Additional Address

Print

Ok

Cancel

Cuyahoga County Board of Elections

1643

Are you a U.S. citizen? ☒ Yes ☐ No If you answered NO, do not complete this form.

This is an application for a ☒ New Registration ☐ Address Change ☐ Name Change

1. Last Name KING First Name BRANDON Middle Name or Initial L.
 2. House Number and Street (Enter new address if changed) 1735 EISINORE ST Apt. or Lot # E. CLEVEL. City or Post Office E. CLEVEL. Zip Code 44112

3. Additional Rural or Mailing Address (if necessary) _____ 4. County where you live _____

5. Birthdate (MO - DAY - YR) 168 Birthplace (City and State) CLEVEL. OH 6. Social Security No. (voluntary) _____ 7. Phone No. (voluntary) _____

11. ADDRESS CHANGE ONLY - PREVIOUS ADDRESS
 Previous House Number and Street _____ Previous City or Post Office _____ County _____ State _____

12. CHANGE OF NAME ONLY Former Legal Name _____ Former Signature 1846837

I declare under penalty of election falsification I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election, and I will be at least 18 years of age at the time of the general election.

13. Applicant - Sign Inside Shaded Area 
 Date 10 / 7 / 00
 MO DAY YR

Information that will remain confidential and will be used only for voter registration purposes: 1) the office where you submit your voter registration application or 2) the fact that you have declined to register. WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE.

FOR BOARD USE ONLY	
SECTION 10 (Rev. 7/77)	
<u>ECL</u>	
City, Village, Town	
Ward	<u>3</u>
Precinct	<u>E</u>
School Dist.	
Cong. Dist.	
Senate Dist.	
House Dist.	

Election Official Please Complete

For Board Use Only

Voter's New/Current City: East Cleveland
Ward 3
Precinct: E

☒ OK Ballot

Operator Name
HG

ID # 184 6831

☐ Rejected Ballot

Democrat Name

Republican Name

1

Provisional Ballot Affirmation (form ccboe 12-b-1)

VOTER, PLEASE COMPLETE ALL GRAY BOXES THAT APPLY TO YOU.

BRANDON KING, solemnly swear or affirm that I am a citizen of the United States

PRINTED NAME OF VOTER

I will be 18 years of age at the time of the general election, I have lived in this state for 30 days immediately preceding election, I am a registered voter in the precinct in which I am voting this provisional ballot and that I am eligible to vote in the election in which I am voting this provisional ballot.

BOARD USE ONLY

E. Cleve. 03E

BOARD USE ONLY

Same

CURRENT/NEW ADDRESS

FORMER/OLD ADDRESS

Street Address: 1735 ELKMORE

Street Address: _____

Apartment #: _____

Apartment #: _____

City: East Cleve Zip Code: 44112

City: _____ Zip Code: _____

County: Cuyahoga

County: _____

NAME CHANGE

Former Printed Name: _____ Former Signature: _____

VOLUNTARY INFORMATION

Your Daytime Phone Number: _____ Your E-mail Address: _____

REASON FOR VOTING A PROVISIONAL BALLOT: (CHECK ALL THAT APPLIES)

- ☐ My name should appear on the official precinct list but does not. ☐ Requested but did not receive absent voter's ballot
☐ Change of address ☒ Other DID NOT SEND IN ABSENTEE BALLOT
☐ Change of name

FORM OF IDENTIFICATION PROVIDED: (CHECK AND COMPLETE FORM OF ID)

- ☒ Ohio Drivers License (provide #): Located left hand side, middle of card beginning with two letters

--	--	--	--	--	--	--	--

☐ Other valid photo Identification (specify): _____
☐ I cannot or will not provide valid photo Identification; the last four digits of my social security number are

--	--	--	--

☐ Other: _____
☐ None

I understand that, if the above-provided information is not fully completed and correct, if the board of elections determines that I am not registered to vote in this precinct, or eligible to vote in this election, or if the board of elections determines that I have already voted in this election, my provisional ballot will not be counted. I further understand that knowingly providing false information is a violation of law and subjects me to possible criminal prosecution. I hereby declare, under penalty of election falsification, that the above statements are true and correct to the best of my knowledge and belief.

Partisan Primary Only (if partisan primary check one)

I declare, if the election is a primary election, by requesting a partisan ballot of the: ☒ Democrat ☐ Republican ☐ Issues Only
☐ Other, Specify _____ Party, I hereby state that I desire to be affiliated with and support that party.

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE

X Signature of Voter: [Signature] Date of Birth: [Signature] Date: 5-4-11

X Signature Witnessing Election Official: Veneta M. Robert Date: 5-4-11

Election Official - Please complete the verification statement on the back of this envelope

DO NOT FOLD BALLOT

! A Re-Direct Slip should not be used in this area!



Office use: OAP & Post

print clearly.

Full Name
Required **ECLE 03E**
DEM

1 First **BRANDON** Middle **L E E**
Last **KING** Suffix

Date of Birth
Required

2 Date of Birth / /
M M D D Y Y Y Y

Current Ohio Address
Required

3 Street Address (No P.O. Boxes) **1735 ELSINORE ST.**
City / Village **East CLEVE., OH** ZIP **44112** County **Cuyahoga**

Former Address
Not required
If you do not provide your former address it will not cause your ballot to be rejected.

4 If you do not complete this step, it will not cause your ballot to be rejected.
Have you moved without updating your voter registration? YES ☐ NO ☒
Street Address (No P.O. Boxes)
City / Village State ZIP

Identification
Required

If you do not provide identification at this time, you must go to the board of elections on or before the 7th day after this election to provide a qualifying form of identification.

Do ONE of the following:

• Write your driver's identification number

PRECINCT: **EAST CLEVELAND -03-E**
VOTER: **BRANDON L KING**
DOB: **3/19/1968**

• Write your voter ID number

VOTER ID: **1846831**
REASON: **AV ISSUED**

• Check the box next to the form of identification you showed to the precinct election official.

Write your Ohio driver's license number or

2 letters followed by 6 numbers

Security number

☐ Utility bill, bank statement, government check, paycheck
other than a notice of voter registration mailed by a
your name and current address ☐

Photo identification that was issued by the United States government or the State of Ohio, that contains your name and current address (or your former address if the identification is an Ohio driver's license or state identification card), and that has an expiration date that has not passed ☐

Affirmation
Required

6

I solemnly swear or affirm:
• I am a citizen of the U.S.
• I have lived in this state
• I am a registered voter
• I am eligible to vote
• I understand that, if the elections determine board of elections do
• I understand that, if name, this form will all the information re
• I understand that in
• I hereby declare, under knowledge and belief

EAST CLEVELAND -03-E.01

Absentee Provisional Ballot

147107: 227 pollid

BRANDON L KING
1735 ELSINORE AVE
EAST CLEVELAND, 44112



DEM

1846831

I correct, if the board location, or if the last, after my current, as long as I provide all

I last prosecution, as best of my

Signature X

Today's date **07/28/2020**
M M D D Y Y Y Y

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE

For Office Use Only

ECLE 03E

Voter's Precinct in DMS / How Close

Voter ID: **1846831**

Operator **JEddy**

D **RE** V **N**

REASON **A OK**

FOLDER **GREEN**

Opening Process

ECLE 03-E DEM

Precinct and Party on Ballot

And Check: **Verified**

OK R **N** ON **4** PMP **Rejected**

Brandon King Voter History Log

#	Date	Title	Eligible	Voted	Cons Prec	Party	Poll Voter	AV Requested	AV Returned	Prov Requested	Prov Returned	Prov Challenged
1	11/8/2022	November 8, 2022 General Election	Y	Y	ECLE03E		N	Y	Y		N	
2	8/2/2022	AUGUST 2, 2022 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	N	Y	Y		N	
3	5/3/2022	MAY 3, 2022 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N		N	
4	11/2/2021	November 2, 2021 General Election	Y	Y	ECLE03E		Y	N	N		N	
5	9/14/2021	SEPTEMBER 14, 2021 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N		N	
6	8/3/2021	AUGUST 3, 2021 SPECIAL CONGRESSIONAL PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N		N	
7	11/3/2020	November 3, 2020 Presidential General Election	Y	Y	ECLE03E		Y	N	N		N	
8	3/17/2020	MARCH 17, 2020 PRIMARY ELECTION - EXTENDED	Y	Y	ECLE03E	DEM	N	Y	N		Y	OK
9	11/5/2019	November 5, 2019 General Election	Y	Y	ECLE03E		Y	N	N		N	
10	11/6/2018	November 6, 2018 General Election	Y	Y	ECLE03E		N	Y	Y		N	
11	5/8/2018	MAY 8, 2018 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N		N	
12	11/7/2017	NOVEMBER 7, 2017 GENERAL ELECTION	Y	Y	ECLE03E		Y	N	N		N	
13	9/12/2017	SEPTEMBER 12, 2017 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N		N	
14	12/6/2016	DECEMBER 6, 2016 EAST CLEVELAND RECALL ELECTION	Y	Y	ECLE03E		Y	N	N		N	
15	11/8/2016	NOVEMBER 8, 2016 PRESIDENTIAL GENERAL ELECTION	Y	Y	ECLE03E		Y	N	N		N	
16	6/21/2016	JUNE 21, 2016 EAST CLEVELAND WARD 3 RECALL ELECTION	Y	Y	ECLE03E		N	Y	Y		N	
17	3/15/2016	MARCH 15, 2016 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N		N	
18	12/8/2015	DECEMBER 8, 2015 EAST CLEVELAND WARD 3 RECALL ELECTION	Y	Y	ECLE03E		Y	N	N		N	
19	11/3/2015	NOVEMBER 3, 2015 GENERAL ELECTION	Y	Y	ECLE03E		Y	N	N		N	
20	11/4/2014	NOVEMBER 4, 2014 GENERAL ELECTION	Y	Y	ECLE03E		Y	N	N		N	
21	5/6/2014	MAY 6, 2014 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N		N	
22	11/5/2013	NOVEMBER 5, 2013 GENERAL ELECTION	Y	Y	ECLE03E		Y	N	N		N	
23	10/1/2013	OCTOBER 1, 2013 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N		N	
24	11/6/2012	NOVEMBER 6, 2012 PRESIDENTIAL GENERAL ELECTION	Y	Y	ECLE03E		N	Y	Y		N	
25	3/6/2012	MARCH 6, 2012 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N		N	
26	11/8/2011	NOVEMBER 8, 2011 GENERAL ELECTION	Y	Y	ECLE03E		Y	N	N		N	
27	11/2/2010	NOVEMBER 2, 2010 GENERAL ELECTION	Y	Y	ECLE03E		Y	N	N		N	
28	9/7/2010	SEPTEMBER 7, 2010 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N		N	
29	5/4/2010	MAY 4, 2010 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	Y	N		N	
30	11/3/2009	NOVEMBER 3, 2009 GENERAL ELECTION	Y	Y	ECLE03E		Y	N	N		N	
31	9/29/2009	SEPTEMBER 29, 2009 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	N	Y	Y		N	
32	11/4/2008	2008_NOV_GENERAL	Y	Y	ECLE03E		N	Y	Y		N	
33	10/14/2008	OCTOBER 14, 2008 SPECIAL PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N		N	
34	3/4/2008	2008_MAR_PRIMARY	Y	Y	ECLE03E	DEM	Y	N	N		N	
35	11/6/2007	2007_NOV_GENERAL	Y	Y	ECLE03E		Y	N	N		N	
36	11/7/2006	2006_NOV_GENERAL	Y	Y	ECLE03E		Y	N	N		N	
37	5/2/2006	2006_MAY_PRIMARY	Y	Y	ECLE03E	DEM	Y	N	N		N	
38	11/8/2005	GENERAL_NOV_2005	Y	Y	ECLE03E		Y	N	N		N	
39	10/4/2005	PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N		N	
40	11/2/2004	GENERAL_NOV_2004	Y	Y	ECLE03E		Y	N	N		N	
41	11/4/2003	2003_NOV_GENERAL	Y	Y	ECLE03E		Y	N	N		N	
42	11/7/2000	2000_NOV_GENERAL	Y	Y		NONE	NONE	N	N		N	

Response

Brandon King

LAW OFFICES OF ATTORNEY JAMES ALEXANDER

2000 Lee Road
Cleveland Hts., Ohio 44118
(216) 269-9569
jamesalexanderjrattorney@yahoo.com

Mary Bejjani
Clerk of the Cuyahoga County Board of Elections
2925 Euclid Avenue
Cleveland, Ohio 44115

May 8, 2023

Dear Ms. Bejjani:

I am writing on behalf of Mayor Brandon King with reference to a correspondence dated May 4, 2023, regarding a "Hearing on the matter of *Challenging Voter Residency, relative to Brandon King, Norma King, Cecil King, Jr., Norman King, and Stephanie Marie McCarroll-King, (RC 3505.19, 3503.24).*"

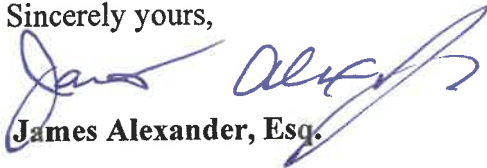
At this point, I must point out to you that the named statute most directly applicable to such a Hearing, "a challenge of the right to vote of any registered elector" RC 3503.24, must be made "not later than the thirtieth day before the day of the election." As Mayor King's election was November 8, 2022, such date for a legal challenge to his right to vote would have been October 7, 2022. Hence, the hearing as to such matter is untimely.

In addition, I have a trial scheduled for May 10, 2023, in Summit County and am therefore unavailable on that date. Further, if a challenge is being made as to the November 7, 2023 election, I will review the facts with the King family and advise them to correct any voting errors—if any should exist-- as there is plenty of time to do so.

Therefore, for the aforesaid reasons, I am advising Mayor Brandon King and his family not to appear at the May 10, 2023 "Hearing."

Thanking you in advance for your time and attention to this matter, I am

Sincerely yours,



James Alexander, Esq.

Encl: RC 3503.24

cc: Henry F. Curtis, IV., Chairman
Inajo Davis Chappell, Board Member
Terence McCafferty, Board Member
Lisa Stickan, Board Member
Anthony Perlatti, Director
Anthony Kaloger, Deputy Director
Mark Musson, Assistant County Prosecutor

'23 MAY 8 PM 1:44

Section 3503.24 | Application for correction of precinct registration list or challenge of right to vote.

[Ohio Revised Code](#)

[Title 35 Elections](#)

[Chapter 3503 Voters - Qualifications; Registration](#)



Effective:

March 20, 2019

Latest Legislation:

House Bill 41 - 132nd General Assembly

PDF:

[*Download Authenticated PDF*](#)

(A) Application for the correction of any precinct registration list or a challenge of the right to vote of any registered elector may be made by any qualified elector at the office of the board of elections not later than the thirtieth day before the day of the election. The applications or challenges, with the reasons for the application or challenge, shall be filed with the board in person or by mail on a form prescribed by the secretary of state and shall be signed under penalty of election falsification.

(B) On receiving an application or challenge filed under this section, the board of elections promptly shall review the board's records. If the board is able to determine that an application or challenge should be granted or denied solely on the basis of the records maintained by the board, the board immediately shall vote to grant or deny that application or challenge.

If the board is not able to determine whether an application or challenge should be granted or denied solely on the basis of the records maintained by the board, the director shall promptly set a time and date for a hearing before the board. The hearing shall be held, and the application or challenge shall be decided, no later than ten days after the board receives the application or challenge. The director shall send written notice to any elector whose right to vote is challenged and to any person whose name is

alleged to have been omitted from a registration list. The notice shall inform the person of the time and date of the hearing, and of the person's right to appear and testify, call witnesses, and be represented by counsel. The notice shall be sent by first class mail no later than three days before the day of any scheduled hearing. Except as otherwise provided in division (D) of this section, the director shall also provide the person who filed the application or challenge with such written notice of the date and time of the hearing.

At the request of either party or any member of the board, the board shall issue subpoenas to witnesses to appear and testify before the board at a hearing held under this section. All witnesses shall testify under oath. The board shall reach a decision on all applications and challenges immediately after hearing.

(C) If the board decides that any such person is not entitled to have the person's name on the registration list, the person's name shall be removed from the list and the person's registration forms canceled. If the board decides that the name of any such person should appear on the registration list, it shall be added to the list, and the person's registration forms placed in the proper registration files. All such corrections and additions shall be made on a copy of the precinct lists, which shall constitute the poll lists, to be furnished to the respective precincts with other election supplies on the day preceding the election, to be used by the election officials in receiving the signatures of voters and in checking against the registration forms.

(D) If an elector who is the subject of an application or challenge hearing has a confidential voter registration record, as described in section 111.44 of the Revised Code, all of the following apply:

(1) If the elector's right to vote has been challenged, the person who filed the challenge shall not receive notice of the date and time of any hearing held concerning the challenge, shall not be permitted to attend the hearing, and shall not receive notice of the disposition of the challenge.

(2) If the elector is the subject of an application for the correction of the precinct registration list and the elector is not the person who filed the application, the person who filed the application shall not receive notice of the date and time of any hearing held concerning the application, shall not be permitted to attend the hearing, and shall not receive notice of the disposition of the application.

(3) Notwithstanding section 121.22 of the Revised Code, any hearing held concerning the application or challenge shall not be open to the public.

(4) Any records created as a result of the application or challenge that include the elector's residence address or precinct shall not be open to public inspection.

May 7, 2023

Mary Bejjani
Clerk of the Board
Cuyahoga County Board of Elections
2925 Euclid Ave. Cleveland Oh.

Dear Ms. Bejjani (Board),

This letter and any enclosures/exhibit is to serve as my **Response** to the Protest filed with the Board of Elections Challenging my Voter Residency. **According to Frank LaRose, Ohio Secretary of State, (on) An Official State of Ohio government website** – I am qualified to register and vote in Ohio. Also, according to the website, I meet voter residency requirements and have met these requirements since turning 18 years old. (Enclosed and copied below, is from this **Official State of Ohio government website**).

WHERE IS MY RESIDENCE FOR VOTING PURPOSES?

Your residence is important because it determines which offices and issues you are eligible to vote on (e.g., the proper congressional district, school district, etc.). Under Ohio law, your residence is (1) the location that you consider to be a permanent, not a temporary, residence and (2) the place where your habitation is fixed and where, whenever you are absent, you intend to return. If you do not have a fixed place of habitation, but you are a consistent or regular inhabitant of a shelter or other location where you intend to return, you may use that location as your residence for the purposes of registering to vote. <https://www.ohiosos.gov/elections/voters/voter-eligibility-residency-reqs/>

I, **Brandon Lee King**, consider 1735 Elsinore St. East Cleveland, Ohio 44112 to be my permanent residence ((1), above). And, whenever I leave 1735 Elsinore St., East Cleveland, Ohio 44112 (my place of habitation) I always intend to return ((2), above).

I have enclosed the following documents/exhibits:

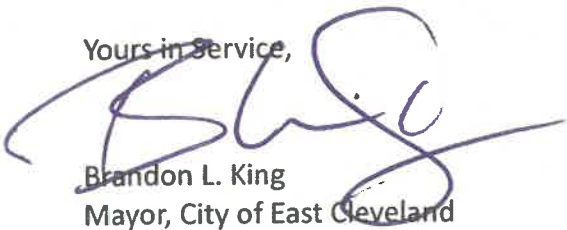
- EXHIBIT A:
 - VOTER ELIGIBILITY & RESIDENCY REQUIREMENTS (***An Official State of Ohio government website; Frank LaRose, Ohio Secretary of State.***)

- EXHIBIT B: (permanent address listed on license)
 - Commercial License – State of Ohio.
 - Commercial License (held for over 13 years) – with hazmat endorsement (requires finger printing and extensive background check, including residency verification and includes TSA PreCheck travel clearance).
- EXHIBIT C: (mailed to; 1735 Elsinore St., my permanent address).
 - Passport – United States.
- EXHIBIT D: (mailed to; 1735 Elsinore St., my permanent address).
 - Bank Statement (two months) – Major Bank (U.S. Bancorp, global company)
- EXHIBIT E: (mailed to; 1735 Elsinore St., my permanent address).
 - Credit Card Statement (three months) – Major Bank (JPMorgan Chase Bank, global company).
- EXHIBIT F: (my permanent address).
 - Permanent Parcel Number; 672-11-101 – document from the Cuyahoga County MyPlace website.
- EXHIBIT G: (Home address (number and street) (my permanent address).
 - Tax Return – 1040 U.S. Individual Income Tax Return (2021)
 - Tax Return – Ohio 2021 IT 1040
 - Tax Return – RITA 2021 (form 37) (Regional Income Tax Agency)
 - Tax Return – 1040 U.S. Individual Income Tax Return (2013)
 - Tax Return – Ohio 2013 IT 1040
 - Tax Return – RITA 2013 (form 37) (Regional Income Tax Agency)

In closing, please allow this letter and any enclosures/exhibits to serve as proof of my residency at 1735 Elsinore St., East Cleveland, Ohio 44112. The enclosed documents/exhibits show that 1735 Elsinore St., is verified and accepted as my place of residency by the Federal Government, the State Government (Ohio), and the Local Government (East Cleveland). I consider 1735 Elsinore St. to be my permanent residence, my fixed place of habitation and whenever I leave 1735 Elsinore St., I intend to return. The exhibits also prove that I meet and satisfy Ohio State requirements relating to **VOTER ELIGIBILITY & RESIDENCY REQUIREMENTS.**

<https://www.ohiosos.gov/elections/voters/voter-eligibility-residency-reqs/>

Yours in Service,



Brandon L. King
Mayor, City of East Cleveland

EXHIBIT A:



[Home](#) [Secretary LaRose & the Office](#) [Elections & Voting](#) [Campaign Finance](#) [Legislation & Ballot Issues](#) [Businesses](#) [Notary](#) [Records](#)

[Publications](#) [Media](#)

[Home](#) / [Elections and Voting in Ohio](#) / [VoteOhio.Gov](#)

VOTER ELIGIBILITY & RESIDENCY REQUIREMENTS

VOTER ELIGIBILITY & RESIDENCY REQUIREMENTS

- [Does everyone who wants to vote in Ohio have to be registered to vote here?](#)
- [What are the qualifications to register and to vote in Ohio?](#)
- [Where is my residence for voting purposes?](#)
- [What if I am in the military or am overseas during an election?](#)
- [May a college student register and vote from his or her school address in Ohio?](#)
- [May I vote if I have been convicted of a crime?](#)

DOES EVERYONE WHO WANTS TO VOTE IN OHIO HAVE TO BE REGISTERED TO VOTE HERE?

Yes.

[back to questions](#)

WHAT ARE THE QUALIFICATIONS TO REGISTER AND TO VOTE IN OHIO?

You are qualified to register to vote in Ohio if you meet all the following requirements:

1. You are a citizen of the United States;
2. You will be at least 18 years old on or before the day of the next general election. (If you will be 18 on or before the general election, you may vote in the primary election to nominate candidates, but you cannot vote on issues or party central committees until you are 18);
3. You will be a resident of Ohio for at least 30 days immediately before the election in which you want to vote;
4. You are not incarcerated (in prison or jail) for a felony conviction under the laws of this state, another state, or the United States;
5. You have not been declared incompetent for voting purposes by a probate court; and
6. You have not been permanently disenfranchised for violating the election laws.

You are eligible to vote in elections held in your voting precinct 30 days after you are duly registered to vote in this state. You may request an absentee ballot during that 30 day period.

[back to questions](#)

WHERE IS MY RESIDENCE FOR VOTING PURPOSES?

Your residence is important because it determines which offices and issues you are eligible to vote on (e.g., the proper congressional district, school district, etc.). Under Ohio law, your residence is (1) the location that you consider to be a permanent, not a temporary, residence and (2) the place where your habitation is fixed and where, whenever you are absent, you intend to return. If you do not have a fixed place of habitation, but you are a consistent or regular inhabitant of a shelter or other location where you intend to return, you may use that location as your residence for the purposes of registering to vote.

Ohio is not considered your voting residence when:

- You have moved to another state and vote in that state;
- You have moved to another state and intend to make that state your residence;
- You moved to another state and continuously reside outside of Ohio for a period of 4 years or more.

There are specific circumstances where you maintain your Ohio voting residence even though you are absent from the state. You will not lose your voting residency in Ohio if:

- You leave temporarily and intend to return to Ohio;
- You are absent from Ohio due to your services with the United States government or state of Ohio;
- You have moved outside of the United States.

If you are a military voter, or the spouse or dependent of a military voter, your voting residence is the place in Ohio where you lived immediately before leaving Ohio for your military service.

If you were born outside of and continue to reside outside of the United States, but have a parent or guardian who last resided in and was last eligible to vote in Ohio before leaving the United States, your parent or guardian's Ohio residence would be considered your voting residence.

If you have questions about your specific residency circumstances, you may contact your local board of elections for further information.

[back to questions](#)

MAY A COLLEGE STUDENT REGISTER AND VOTE FROM HIS OR HER SCHOOL ADDRESS IN OHIO?

It depends. A college student may vote using his or her Ohio school residence address if the student does not intend to return to a different permanent address. When a college student registers to vote from his or her school address, the school residence is considered to be the place to which the student's habitation is fixed and to which, whenever the student is absent, the student intends to return, and is considered by the student to be his or her permanent residence at the time of voting. Any other previous residence for voting purposes is no longer valid. It is illegal for a person to register and vote from two different addresses.

[For more information about voting in college, click here.](#)

[back to questions](#)

MILITARY AND OVERSEAS VOTERS

Note: State and federal law make additional accommodations for military and overseas voters. Please visit www.MilitaryVotes.Ohio.gov for more information

[back to questions](#)

MAY I VOTE IF I HAVE BEEN CONVICTED OF A CRIME?

A person currently serving time in jail or prison for a felony conviction can neither register to vote nor vote. Additionally, a person who has twice been convicted of a violation of Ohio's elections laws is permanently barred from voting in Ohio.

An otherwise qualified person convicted of a misdemeanor may vote, and an otherwise qualified person who had been convicted of a felony may register and vote while on probation or parole, or after completing his or her jail or prison sentence.

The voter registration of a person who is incarcerated on a felony conviction is cancelled; once that person has completed his or her jail or prison sentence, or is on probation, parole or community control, he or she must re-register to vote by the registration deadline before voting.

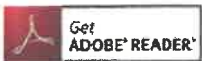
[back to questions](#)

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State of Ohio

(614) 466-2655 | (877) SOS-Ohio (877-767-6446)

TTY: (614) 466-0562 | TTY Toll-free: (877) 644-6889



Secretary LaRose & the Office Elections & Voting Campaign Finance Legislation & Ballot Issues Businesses Notary
Records Media Accessibility

EXHIBIT B:

Ohio COMMERCIAL LICENSE

State of Ohio, Governor: Mike DeWine, Registrar: Charles L. Merriam

USA

MR KING
ERANDON LEE
1735 ELSHORE AVE
E CLEVELAND, OH 44112

SEX: M, HEIGHT: 5-10, BIRTHDATE: 03-07-2023, LICENSE NO: C67026700

CLASS: A, EXPIRATION: 03-19-2027 TX, ENDORSEMENT: A

MR KING

03-19-2027



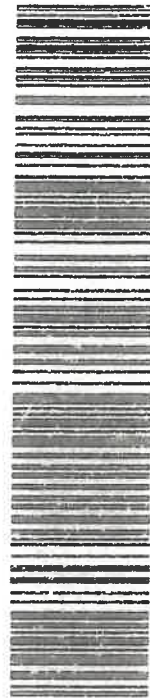
EXHIBIT C:

PRIORITY MAIL
US POSTAGE PAID
PASSPORT SERVICES
EUS

BRANDON LEE KING
1735 ELSINORE
EAST CLEVELAND OH 44112

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE, \$300

USPS TRACKING # e/s



9205 5927 6775 6095 0663 56

WHEN USE
DECLAB

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EXHIBIT D:



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

672 TRN S X ST01



through
Mar 10, 2023

Page 1 of 2



000014767 01 AV 0.471 000638439937490 P Y
BRANDON L KING TSTEE
THE KING; 3/19B. LIVING TRUST
1735 ELSINORE AVE
CLEVELAND OH 44112-3817

**To Contact U.S. Bank****By Phone:**

800-US BANKS
(800-872-2657)

Cincinnati**Metro Area:**

513-632-4141

U.S. Bank accepts Relay Calls**Internet:**

usbank.com

NEWS FOR YOU

Scan here with your phone's camera to download the U.S. Bank Mobile App.

**SUMMARY OF YOUR U.S. BANK RELATIONSHIP**

This section reflects the total balances for all accounts on this statement

Deposit Accounts

Easy Checking

**Lines of Credit**

Reserve Line

**EASY CHECKING**

U.S. Bank National Association

Account Summary

Beginning Balance on Feb 11

Deposits / Credits

Other Withdrawals

Checks Paid



Number of Days in Statement P
Average Account Balance



Ending Balance on Mar 10,

Overdraft Protection

The following account(s) are linked to your checking account for Overdraft Protection. The account(s) are listed in the order that they would be used to transfer funds to your checking account if the available account balance is negative. If you wish to make changes to your Overdraft Protection account order; log in to your account at usbank.com, visit your local U.S. Bank branch or call U.S. Bank 24-Hour Banking at the number listed above.

1st Position: Reserve Line account ending in 1780

Deposits / Credits

Date Description of Transaction

Feb 17	Electronic Deposit	From CITY OF EAST CLE
	REF=230460060368480Y00	DIRECT DEP9111111101
Mar 3	Electronic Deposit	From CITY OF EAST CLE
	REF=230600077669920Y00	DIRECT DEP9111111101

Total Depo:





P.O. Box 1800
Saint Paul, Minnesota 55101-0800

672 TRN S X ST01

Uni-Statement



through
Feb 10, 2023

Page 1 of 3



000008241 01 AV 0.471 000638422460595 P Y
BRANDON L KING TSTEE
THE KING; 3/19B. LIVING TRUST
1735 ELSINORE AVE
CLEVELAND OH 44112-3817



To Contact U.S. Bank

By Phone:

800-US BANKS
(800-872-2657)

Cincinnati

Metro Area:

513-632-4141

U.S. Bank accepts Relay Calls

Internet:

usbank.com

NEWS FOR YOU

Scan here with your phone's camera to download the U.S. Bank Mobile App.



INFORMATION YOU SHOULD KNOW

Effective February 13, 2023, the *Consumer Pricing Information* disclosure will include update(s) and may affect your rights.

Primary updates for all consumer accounts:

- For the Smart Rewards Safe Deposit Box discount benefit, the following footnote was added: Newly enrolled Smart Rewards customers will not be immediately eligible for Safe Deposit Box discounts. Eligibility will occur when a Smart Rewards tier is assigned, generally five business days after enrollment.
- The Smart Rewards monthly maintenance fee waiver benefit on all Standard Savings or Elite Money Market accounts is extended to include the Primary tier.
- One of the eligibility requirements to waive the monthly maintenance fee for a Standard Savings account is updated to: Account holder(s) age 12 or younger.

Beginning February 13, 2023, a copy of this disclosure will be available online at usbank.com, by calling 24-Hour Banking at 800-USBANKS (872-2657) or at your local U.S. Bank branch. We accept relay calls. If you have questions, you can call 24-Hour Banking. Our bankers are also available to help at your local branch via appointment.

SUMMARY OF YOUR U.S. BANK RELATIONSHIP

This section reflects the total balances for all accounts on t

Deposit Accounts

Easy Checking



Lines of Credit

Reserve Line



Total Line of Credit Balances

EXHIBIT E:



Message your account online at
www.chase.com/cardhelp

1-800-524-3880

Chase Mobile® app today

April 2013												
S	M	T	W	Th	F	S	S	M	T	W	Th	F
26	27	28	29									
3	4	5										
9	10	11	12	13	14	15						
16	17	18	19	20	21	22						
23	24	25	26	27	28	29						
30	1	2	3	4	5	6						

New Balance



04/13/23

CHASE FREEDOM UNLIMITED REWARDS SUMMARY

Previous points balance	1,191
+ 1.5% (1.5 Pts)/\$1 earned on all purchases	0
+ 1.5% (1.5 Pts)/\$1 addl on Dining purchases	0
+ 1.5% (1.5 Pts)/\$1 addl on Drugstore purchases	0
+ 3.5% (3.5 Pts)/\$1 addl on Ult Rewards travel	0

Total points available for redemption 1,191

Start redeeming today. Visit Ultimate Rewards® at
www.ultimaterewards.com

You earn unlimited 5% Cash Back rewards on travel purchased through Ultimate Rewards, unlimited 3% cash back on dining at restaurants and drugstore purchases, and unlimited 1.5% cash back on all purchases. It's automatic! Redeem for cash with your Cash Back rewards do not expire as long as your card is open.

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.

ACC



Account

Previous Balance
Payment, Credits
Purchases
Cash Advances
Balance Transfers
Fees Charged
Interest Charged

New Balance

Opening/Closing Date
Credit Limit
Available Credit
Cash Access Line
Available for Cash

Past Due Amount

Balance over the Credit Limit



YOUR ACCOUNT MESSAGES

You have a credit balance, so no payment is required. You may make charges against the credit or request a refund by contacting Cardmember Service at the address above. If after 6 months the credit balance is \$1.00 or more, we will refund the credit within 30 days.

0000001 FISS3339 D 3
0509 INS16526

08610 MA MA 18915 07510000030441891501



P.O. BOX 15123
WILMINGTON, DE 19850-5123
For Undeliverable Mail Only

Make your payment at
chase.com/paycard

You have a credit
You do not have to

Account nu

\$ Amount Enclosed
Make/Mail to Chase Card Services at the address below:



CARDMEMBER SERVICE
PO BOX 6294
CAROL STREAM IL 60197-6294



www.chase.com/cardhelp

1-800-524-3880

Chase Mobile app today

Month 2013

M	T	W	T	F	S	S
		1	2	3		
6	7	8	9	10	11	
13	14	15	16	17		
20	21	22	23	24	25	
27	28	29	30	31		



\$0.00

Payment Due Date

03/13/23

CHASE FREEDOM UNLIMITED REWARDS SUMMARY

Previous points balance	1,191
+ 1.5% (1.5 Pts)/\$1 earned on all purchases	0
+ 1.5% (1.5 Pts)/\$1 addl on Dining purchases	0
+ 1.5% (1.5 Pts)/\$1 addl on Drugstore purchases	0
+ 3.5% (3.5 Pts)/\$1 addl on Ult Rewards travel	0

Total points available for redemption **1,191**

Start redeeming today. Visit Ultimate Rewards® at www.ultimaterewards.com

You earn unlimited 5% Cash Back rewards on travel purchased through Ultimate Rewards, unlimited 3% cash back on dining at restaurants and drugstore purchases, and unlimited 1.5% cash back on all other purchases. It's automatic! Redeem for cash with your card, or your Cash Back rewards do not expire as long as your account is open.

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.

ACCOUNT

Account Num

Previous Bal

Payment, Credit

Purchases

Cash Advances

Balance Transfers

Fees Charged

Interest Charged

New Balance

Opening/Closing Date

Credit Limit

Available Credit

Cash Access Line

Available for Cash

Past Due Amount

Balance over the Credit Limit



YOUR ACCOUNT MESSAGES

You have a credit balance, so no payment is required. You may make charges against the credit or request a refund by contacting Cardmember Service at the address above. If after 6 months the credit balance is \$1.00 or more, we will refund the credit within 30 days.



0000001 FIS33338 D 3
0509 INS16526

030441906501



P.O. BOX 15123
WILMINGTON, DE 19850-5123
For Undeliverable Mail Only

Make your payment at
chase.com/paycard

You have a credit balance
You do not have to pay



Account number

\$ _____ Amount Enclosed
Make/Mail to Chase Card Services at the address below:



19085 BEX 2 04723 D
BRANDON L KING
1735 ELSINORE AVE
EAST CLEVELAND OH 44112-3817

CARDMEMBER SERVICE
PO BOX 6294
CAROL STREAM IL 60197-6294



EXHIBIT F:



City East Cleveland

Search By ☐ Owner

Parcel

☐ Address

67211101 | KING, BRANDON, ET AL | 1735 ELSINORE ST | EAST CLEVELAND | 44112

Search Results

PROPERTY DATA

General Information

Transfers

Values

Land

Building Information

Building Sketch

Other Improvements

Permits

Property Summary Report

TAXES

Summary By Tax Year

Tax Bill

An aerial photograph of a residential neighborhood. A white rectangular overlay is centered on the map, displaying property information. The overlay contains a search bar with the text "Property Data", a list of four items, and a "Zoom to" button. The items in the list are: "672-11-101", "KING, BRANDON, ET AL", "1735 ELSINORE ST", and "EAST CLEVELAND, OH. 44112". The map shows several houses with dark roofs, a street with parked cars, and a yellow car icon near the property address. Parcel numbers are visible on the map: 67211008, 67211009, 67211000, 67211099, 67211092, and 67211093. A magnifying glass icon is in the bottom left corner.

Parcel Number: 67211101

Property Data

- 672-11-101
- KING, BRANDON, ET AL
- 1735 ELSINORE ST
- EAST CLEVELAND, OH. 44112

Zoom to

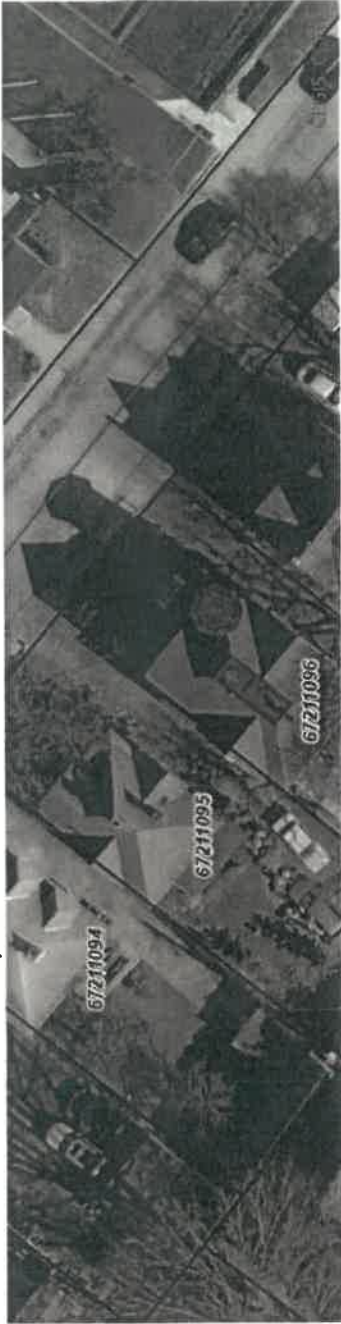
LEGAL RECORDINGS

[Get a Document List](#)

ACTIVITY

[Informal Reviews](#)

[Board of Revisions Cases](#)



Zoom in and click on a parcel for more information or click the banner to reset the map

[Go To Full Map](#)

Updated 05/04/2023 03:18:39 AM

Disclaimer: Cuyahoga County provides this geographic data and related analytical results as a free public service on an "as is" basis. Cuyahoga County makes no guarantee(s) or warranty(ies) as to the accuracy, completeness, or timeliness of the information contained herein, and said information is not intended to, nor does it, constitute an official public record of Cuyahoga County. While much of the data contained herein is compiled from public records, the official records of the public office or agency from which they were compiled remains the official record of any such public office or agency. **By accessing, viewing or using any part of the site, you expressly acknowledge you have read, agree to and consent to be bound by all of the terms and conditions listed on this site. Routine maintenance is performed on Fridays and disruptions may occur. We apologize for any inconvenience.**

WATER DEPARTMENT OFFICIALS: AS OF JANUARY 1, 2021 PLEASE UTILIZE THE TRANSFER TAB ON THE MYPLACE SITE TO DETERMINE OWNERSHIP FOR CREATING OR CLOSING ACCOUNTS. PARCEL DATA ON PROPERTY TRANSFERS ARE UPDATED DAILY. THEREFORE, YOU CAN NOW RELY ON THIS SITE FOR ACCURATE REAL PROPERTY OWNERSHIP. YOU ARE ALSO WELCOME TO ACCEPT COPIES OF RECORDED DEEDS FROM OUR OFFICE.

THANK YOU

EXHIBIT G:

Form **1040** Department of the Treasury—Internal Revenue Service (99) **2021** U.S. Individual Income Tax Return OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

Filing Status ☒ Single ☐ Married filing jointly ☐ Married filing separately (MFS) ☐ Head of household (HOH) ☐ Qualifying widow(er) (QW)
 Check only one box. If you checked the MFS box, enter the name of your spouse. If you checked the HOH or QW box, enter the child's name if the qualifying person is a child but not your dependent. ▶

Your first name and middle initial **BRANDON L.** Last name **KING**
 If joint return, spouse's first name and middle initial Last name

CLIENT COPY



Home address (number and street). If you have a P.O. box, see instructions. Apt. no.

1735 ELSINORE AVENUE

City, town or post office. If you have a foreign address, also complete spaces below.

EAST CLEVELAND

State
OH

ZIP code
44112

Foreign country name

Foreign province/state/country

Foreign postal code

Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund.

☐ You ☐ Spouse
☐ Yes ☒ No

At any time during 2021, did you receive, sell, exchange, or otherwise dispose of any financial interest in any virtual currency?

Standard Deduction **Someone can claim:** ☐ You as a dependent ☐ Your spouse as a dependent
☐ Spouse itemizes on a separate return or you were a dual-status alien

Age/Blindness You: ☐ Were born before January 2, 1957 ☐ Are blind Spouse: ☐ Was born before January 2, 1957 ☐ Is blind

Dependents (see instructions):

(1) First name	Last name	(2) Social security number	(3) Relationship to you	(4) ✓ if qualifies for (see instructions):	Child tax credit	Credit for other dependents
If more than four dependents, see instr. and check						

INCOME AND TAX 1 Wages, salaries, tips, etc. Attach Form

2a Tax-exempt interest 2a

3a Qualified dividends 3a

4a IRA distributions 4a

5a Pensions and annuities 5a

6a Soc. sec. ben. 6a

7 Capital gain or (loss). Attach Schedule D if required. If not required, check here

8 Other income from Schedule 1, line 10

9 Add lines 1, 2b, 3b, 4b, 5b, 6b, 7, and 8. This is your **total income**

10 Adjustments to income from Schedule 1, line 26

11 Subtract line 10 from line 9. This is your **adjusted gross income**

12a Standard deduction or itemized deductions (from Schedule A) 12a

b Charitable contributions if you take the standard deduction (see instructions) 12b

c Add lines 12a and 12b

13 Qualified business income deduction from Form 8995 or Form 8995-A

14 Add lines 12c and 13

15 Taxable income. Subtract line 14 from line 11. If zero or less, enter -0-



closure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.

Form **1040** (2021)

AMENDED RETURN - Check here and include Ohio IT RE.

NOL CARRYBACK - Check here and include Schedule IT NOL.



Spouse's SSN (if filing jointly)

✓ If deceased

School district #
1812

CLIENT COPY

First name
BRANDON

M.I. Last name
L KING

Spouse's first name (if filing jointly)

M.I. Last name

Address line 1 (number and street) or P.O. Box
1735 ELSINORE AVENUE

Address line 2 (apartment number, suite number, etc.)

City
EAST CLEVELAND

State ZIP code
OH 44112

Ohio county (first four letters)
CUYA

Foreign country (if the mailing address is outside the U.S.)

Foreign postal code

Residency Status - Check only one for primary

☒ Resident Part-year resident Nonresident
Indicate state ▶▶

Check only one for spouse (if filing jointly)

Resident Part-year resident Nonresident
Indicate state ▶▶

Filing Status - Check one (as reported on federal income tax return)

☒ Single, head of household or qualifying widow(er)

Married filing jointly

Spouse's SSN

Married filing separately

Ohio Nonresident Statement - See instructions for required criteria

Primary meets the five criteria for irrefutable presumption as nonresident.

Spouse meets the five criteria for irrefutable presumption as nonresident.

☒ **Federal extension filers** - check here.

If someone can claim you (or your spouse if filing jointly) as a dependent, check here.

Do not staple or paper clip.

1. **Federal adjusted gross income** (federal 1040 and 1040-SR, line 11). Place a "-" in the box if negative 1.
- 2a. Additions - Ohio Schedule of Adjustments, line 10 (include schedule) 2a.
- 2b. Deductions - Ohio Schedule of Adjustments, line 39 (include schedule) 2b.
3. **Ohio adjusted gross income** (line 1 plus line 2a minus line 2b). Place a "-" in the box if negative 3.
4. Exemption amount (include Schedule of Dependents if applicable) 4.
Number of exemptions including you and your spouse/dependents, if applicable: **1**
5. Ohio income tax base (line 3 minus line 4; if negative, enter zero) 5.
6. Taxable business income - Ohio Schedule IT BUS, line 13 (include schedule) 6.
7. Taxable nonbusiness income (line 5 minus line 6; if negative, enter zero) 7.



MM-DD-YY Code

Form

37

Regional Income Tax Agency
RITA Individual Income Tax Return

2021

RITA
REGIONAL INCOME TAX AGENCY

800.860.7482
TDD 440.526.5332
ritaohio.com



social security number

BRANDON

L

Last name
KING

CLIENT COPY

If a joint return, spouse's first name and middle initial

Last name

CURRENT MAILING address (number and street)

1735

ELSINORE AVENUE

Apt #

City, state, and ZIP code

EAST CLEVELAND

OH 44112

Daytime phone number

Evening phone number

Filing Status:

- ☒ Single or Married Filing Separately
☐ Joint

If you have an EXTENSION check here and attach a copy: ☒ EXTENSION

If this is an AMENDED return, check here: ☐
In the space provided below, state why you are filing an AMENDED return. Attach an explanation if you require additional space.

Residency Status in RITA Municipalities:

- ☒ Full-Year ☐ Part-Year ☐ Non-Resident

City/Village/Township of Residence - Required

In the boxes below, indicate the physical location of your residence(s) for all of 2021 and up to and including the date you file this return. This may be different from your mailing address. In addition, if you moved during 2021, list the effective date of the move into the city/village/township, city/village/township and address in the appropriate boxes. Why? Mailing address does not always correspond to the city/village/township in which you live. This required information determines the appropriate taxing jurisdiction for municipal income tax purposes. If you moved more than once, supply the additional information on a separate sheet.

Effective Date	City/Village/Township	Address
01/01/2021	EAST CLEVELAND OH 44112	1735 ELSINORE AVENUE

Section A

List all income from W-2 wages and W-2G winnings reported in 2021 and the amount of local/city tax withheld while living in a RITA municipality. In general, unless you moved into or out of a RITA municipality during the year, your taxable wages cannot be less than Medicare wages (Box 5 of your W-2). List all tax withheld for your resident municipality in Column 3 ONLY (even if you worked in the municipality where you lived). In Column 4, indicate the name of the municipality in which you physically worked. This may be different from the employer's address shown on the W-2. If you did not work in a city or village enter "None" in Column 4. DO NOT ENTER SCHOOL DISTRICT TAX IN COLUMNS 2 or 3.

Paperclip Local/City copy of W-2/W-2G Forms and Check or Money Order Here Do not use staples, tape or glue	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	
	W-2/W-2G Income (see instructions)	Local/City Tax Withheld for Workplace/	Local/City Tax Withheld for Resident (see instructions)	Workplace/ Winning Municipality (City or village where you worked)	Resident Municipality (City or village where you lived)	Dates Wages Were Earned	
						From Date MM/DD/YY	Thru Date MM/DD/YY
				EAST CLEVELAND	EAST CLEVELAND	01/01/21	12/31/21

For Full or Part Year Residents in RITA Municipalities - Enter Section A,

1a; enter Column 2 Total onto Page 2, Line 4a; and 2, Line 7a. For Non-Residents required to file on Schedule K, Line 34 to calculate tax due.

Subject you to penalty and interest if a tax balance remains at ritaohio.com. It is easy to use, secure and

with knowledge and belief, it is true, correct, and accurately

Totals



will calculate your taxes immediately

Under penalties of perjury, I declare that I have listed all amounts and sources of municipal tax

Your Signature

Spouse's Signature if a joint return

May RITA discuss this return with the preparer

Filing is mandatory for most residents

Preparer

Page 1 of 1

Form 1040	Department of the Treasury—Internal Revenue Service (99)	U.S. Individual Income Tax Return	2013	OMB No. 1545-0074	IRS Use Only—Do not write or staple in this space.
------------------	--	--	-------------	-------------------	--

For the year Jan. 1–Dec. 31, 2013, or other tax year beginning , 2013, ending , 20 See separate instructions.

Your first name and initial
BRANDON L.Last name
KING

If a joint return, spouse's first name and initial

Last name

Home address (number and street). If you have a P.O. box, see instructions.

1735 ELSINORE AVENUE

Apt. no.

▲ Make sure the SSN(s) above and on line 6c are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).

EAST CLEVELAND**OH****44112**

Foreign country name

Foreign province/state/county

Foreign postal code

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund.☐ You ☐ Spouse**Filing Status**

- 1 ☒ Single
2 ☐ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶

4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶5 ☐ Qualifying widow(er) with dependent child

Check only one box.

Exemptions

- 6a ☒ **Yourself.** If someone can claim you as a dependent, do not check box 6a
b ☐ **Spouse**

Boxes checked

1

c Dependents:

(1) First name Last name		(2) Dependent's social security number	(3) Dependent's relationship to you

If more than four dependents, see instructions and check here ▶ ☐**d Total number of exemptions claimed****Income**

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

- 7 Wages, salaries, tips, etc. Attach Form(s) W-2
8a **Taxable interest.** Attach Schedule B if required
b **Tax-exempt interest.** Do not include on line 8a 8
9a **Ordinary dividends.** Attach Schedule B if required
b **Qualified dividends** 9
10 Taxable refunds, credits, or offsets of state and local income taxes
11 Alimony received
12 Business income or (loss). Attach Schedule C or C-EZ
13 Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐
14 Other gains or (losses). Attach Form 4797
15a **IRA distributions** 15a Taxable amount
16a **Pensions and annuities** 16a Taxable amount
17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E
18 Farm income or (loss). Attach Schedule F
19 Unemployment compensation
20a **Social security benefits** 20a Taxable amount
21 **Other income.** List type and amount **PRIOR YEAR NOL**
22 **Combine the amounts in the far right column for lines 7 through 21. This is your total income** ▶

Adjusted Gross Income

- 23 **Educator expenses** 23
24 **Certain business expenses of reservists, performing artists, and fee-basis government officials.** Attach Form 2106 or 2106-EZ 24
25 **Health savings account deduction.** Attach Form 8889 25
26 **Moving expenses.** Attach Form 3903 26
27 **Deductible part of self-employment tax.** Attach Schedule SE 27
28 **Self-employed SEP, SIMPLE, and qualified plans** 28
29 **Self-employed health insurance deduction** 29
30 **Penalty on early withdrawal of savings** 30
31a **Alimony paid** b **Recipient's SSN** ▶ 31a
32 **IRA deduction** 32
33 **Student loan interest deduction** 33
34 **Tuition and fees.** Attach Form 8917 34
35 **Domestic production activities deduction.** Attach Form 8903 35
36 **Add lines 23 through 35**
37 **Subtract line 36 from line 22. This is your adjusted gross income**

Do not use staples.

Ohio

Department of
Taxation



Taxable year beginning in

2013

IT 1040 Rev. 11/13

**Individual
Income Tax Return**

Use only black ink.



USE UPPERCASE LETTERS.
Your first name

BRANDON

▶▶ If deceased Spouse's Social Security no. (only if joint return) ▶▶ If deceased

check box

M.I. Last name

L KING

check box

Enter school district #
for this return (see
pages 43-48)
1812

Spouse's first name (only if married filing jointly)

M.I. Last name

CLIENT COPY

Mailing address (for faster processing, use a street address)

1735 ELSINORE AVENUE

City

EAST CLEVELAND

State

OH

ZIP code

44112

Ohio county (first four letters)

CUYA

Home address (if different from mailing address) – do **NOT** show city or state

ZIP code

County (first four letters)

Foreign country (provide this information if the mailing address is outside the U.S.)

Foreign postal code

E-mail address

Ohio Residency Status – Check applicable box

☒ Full-year resident ☐ Part-year resident ☐ Nonresident Indicate state ▶▶

Check applicable box for spouse (only if married filing jointly)

☐ Full-year resident ☐ Part-year resident ☐ Nonresident Indicate state ▶▶

Filing Status – Check one (as reported on federal income tax return,
with limited exceptions - see instructions on page 14)

☒ Single, head of household or qualifying widow(er)

Married filing jointly

Married filing separately ▶▶
(enter spouse's SS#)

Required to file Schedule IT S (see instructions on page 9)

Ohio Political Party Fund

Yes No

Do you want \$1 to go to this fund?

☒

If joint return, does your spouse want \$1 to go to this fund?

Note: Checking "Yes" will not increase your tax or decrease your refund.

INCOME AND TAX INFORMATION

1. Federal adjusted gross income (from IRS form 1040, line 37; 1040A, line 21;
1040EZ, line 4; 1040NR, line 36; or 1040NR-EZ, line 10 or Ohio form IT S, line 31) 1.
2. Adjustments from line 50 on page 3 of Ohio form IT 1040 (enclose page 3) 2.
3. Ohio adjusted gross income (line 2 added to or subtracted from line 1) 3.
4. Personal exemption and dependent exemption deduction – multiply your personal
and dependent exemptions **1** times \$1,700 and enter the result here 4.
5. Ohio taxable income (line 3 minus line 4; enter -0- if line 3 is less than line 4) 5.
6. Tax on line 5 (see tax tables on pages 35-41 of the instructions) 6.
7. Schedule B credits from line 59 on page 4 of Ohio form IT 1040 (enclose page 4) 7.
8. Ohio tax less Schedule B credits (line 6 minus line 7; enter -0- if line 6 is less than line 7) 8.
9. Income-based exemption credit (see instructions on page 19) 9.
10. Ohio tax less exemption credit (line 8 minus line 9; enter -0- if line 8 is less than line 9) 10.




*** THIS RETURN FILED ELECTRONICALLY - DO NOT MAIL ***

Contact us toll free:
Cleveland 800.860.7482
Columbus 866.721.7482
Youngstown 866.750.7482
TDD 440.526.5332

EC **37**

Regional Income Tax Agency
RITA Individual Income Tax Return 2013

CLIENT COPY

		Spouse's social security number	
Your first name and middle initial BRANDON L		Last name KING	
If a joint return, spouse's first name and middle initial		Last name	
Home address (number and street) 1735 ELSINORE AVENUE			Apt #
City, state, and ZIP code EAST CLEVELAND OH 44112			
Daytime phone number		Evening phone number	

Filing Status:

- ☒ Single or Married Filing Separately
☐ Joint

If you have an EXTENSION check here and

attach a copy: ☒ EXTENSION

If this is an amended return, check here: ☐

RITA's eFile
Easy, Fast, Free & Secure
www.ritaohio.com

Move Information



☐ Check here if you moved since January 1, 2013, and indicate your change of address. If you moved more than once, supply the additional move information on a separate sheet.

Date of Move:

Current Address (number and street)	City	State	Zip
Prior Address (number and street)	City	State	Zip

Section A

List all W-2 wages earned in 2013 and the amount of municipal (city) tax withheld while living in a RITA municipality. In general, unless you moved into or out of a RITA municipality during the year, your taxable wages cannot be less than Medicare wages (Box 5 of your W-2). List all tax withheld to your resident municipality in Column 3 only (even if you worked in the municipality where you lived). In Column 4, indicate the name of the municipality in which you or your spouse physically worked. This may be different from the employer's address shown on the W-2. If you did not work in a city or village enter "None" in Column 4. DO NOT enter school district tax into columns 2 or 3.

Paperclip Local/City copy of W-2 Forms and Check or Money Order Here Do not use staples, tape or glue	Column 1 Wages (Greater of E 5 or 18 from	Column 2 Local/City Tax Withheld for	Column 3 Local/City Tax Withheld for	Column 4 Workplace Municipality (Name of city or village where you worked)	Column 5 Resident Municipality (Name of city or village where you lived)	Column 6 Dates Wages Were Earned	
						From Date MM/DD/YY	Thru Date MM/DD/YY
				EAST CLEVELA	EAST CLEVELA	01/01/13	12/31/13
							
Totals							

Enter the total of Column 1 on Page 2, Line 1a; enter the total of Column 2 on Page 2, Line 4a; and enter the total of Column 3 on Page 2, Line 7a.

Caution

To manually calculate your taxes please continue to page 2. Tax balances are due by April 15th, 2014. Submitting an incomplete form could subject you to penalty and interest if a tax balance is due. If you want RITA to calculate your taxes, please use the online eFile system at www.ritaohio.com. It is easy to use, secure and will calculate your taxes immediately.

Under penalties of perjury, I declare that I have examined this return, and to the best of my knowledge and belief, it accurately lists all amounts and sources of municipal tax.

Your Signature _____ Date _____

Spouse's Signature if a joint return _____ Date _____

May RITA discuss this return with the preparer s/ _____

Filing is mandatory for most resic _____



Agenda Item

#10



CUYAHOGA COUNTY BOARD OF ELECTIONS

Henry F. Curtis, IV
Chairman

Inajo Davis Chappell
Member

Lisa M. Stickan
Member

Terence M. McCafferty
Member

Anthony W. Perlati
Director

Anthony N. Kaloger
Deputy Director

CHALLENGED VOTER PACKET – NORMA KING

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1. Summary Statement
2. Information Submitted by Mr. Eric Brewer
 - A. Challenge (Form #257)
 - B. Cuyahoga County Auditor records- Purchase of 5156 Austen Lane, Richmond Hts., OH (Exhibit 11)
 - C. Cecil King Sr. Certificate of Death (Exhibit 12)
 - D. State of Ohio- Statutory Form Power of Attorney (Exhibit 13)
3. Information Supplied by the Board of Elections
 - A. Cuyahoga County Property Summary Report- 5156 Austen Lane
4. Norma King
 - A. Voter Information Report
 - B. Registration Form
 - C. Voter History



CUYAHOGA COUNTY BOARD OF ELECTIONS

Henry F. Curtis, IV
Chairman

Inajo Davis Chappell
Member

Lisa M. Stickan
Member

Terence M. McCafferty
Member

Anthony W. Perlatti
Director

Anthony N. Kaloger
Deputy Director

SUMMARY

On April 17, 2023, the Cuyahoga County Board of Elections received a Challenge of Right to Vote and Correction of Registration List Form (Form 257 Prescribed by the Secretary of State) from Cleveland resident, Eric Brewer. Mr. Brewer is challenging the right of Norma King to be registered to vote at 1735 Elsinore Street in East Cleveland. Mr. Brewer asserts that Norma King lives at 5156 Austen Lane in Richmond Heights. Norma King has been registered to vote in East Cleveland since September 23, 1976, and has been a regular voter at the Elsinore address for decades. She last voted early in-person during the November 8, 2022 General Election and she used 1735 Elsinore Avenue as her voting residence.

Summary of Evidence provided by Mr. Brewer:

- Eric Brewer provided three paragraphs of 1735 Elsinore Street dated March 17 and 20, 2023, and suggested that it can be reasonably assumed that the home's dilapidated state would prevent anyone from living there.
- Mr. Brewer provided what he alleges is a screenshot of a Facebook conversation that took place between himself and Cecil King, Jr., a family member of Norma King, in 2017 in which Cecil King, Jr. appears to imply that he and other family members use the East Cleveland address for voting purposes because that's "the address they were born and raised in" and they "love the city [where they] grew up", but not because they currently live there.
- Mr. Brewer provided a screenshot from the Cuyahoga County Fiscal Officer's Property lookup page showing that a "Cecil & Norma King" took ownership of the home at 5156 Austen Lane in Richmond Heights on January 22, 1990. (Exhibit 11)
- Mr. Brewer provided a copy of Cecil King Sr.'s death certificate from January 22, 1990, that lists Norma King's residence as 5156 Austen Lane. (Exhibit 12)
- Mr. Brewer provided a copy of Cuyahoga County Fiscal Officer's Power of Attorney form in which Norma King listed 5156 Austen Lane as her address. The form is dated October 25, 2012. (Exhibit 13)
- The Cuyahoga County Property Summary Report (included in Challenge Packet) shows that Norma King bought the property with her husband Cecil on January 22, 1990, solely owned the property as a buyer on May 13, 2013, and is now the trustee of the property since December 11, 2013.

CCBOE STATEMENTS OF FACT

- The CCBOE has a registration card for Norma King from 1976 registering her to 1735 Elsinore St., East Cleveland, and no other registration cards on file for her. She has been a regular voter from this address.
- The Norma King Trustee currently is listed as the owner of 5156 Austen Ln., Richmond Hts., Ohio per Cuyahoga County Fiscal Office Property Summary Report and has been since December 2013.



CUYAHOGA COUNTY BOARD OF ELECTIONS

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Chairman

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Member

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Conclusion:

Mr. Brewer has provided two pieces of circumstantial evidence and three copies of government documentation that would suggest that Norma King has acknowledged living at 5156 Austen Lane at least until October 25, 2012, which was the date of the last official document provided by Mr. Brewer that was signed by Norma King. Despite not providing any evidence that Norma King *currently* lives at 5156 Austen, the Registration Department recommends that the Board bring in Norma King and Eric Brewer for further questioning.

Challenge of Right to Vote and Correction of Registration List

R.C. 3503.24

(To be filed with the Board of Elections not later than 30 days prior to the election)

I, ERIC J. BREWER, am a qualified elector of CUYAHOGA (County)

My address is 3537 E. 151ST ST. (Street Address), CLEVELAND (City)

I hereby: (check one box below and fill in remaining information)

☒ Challenge the Right to Vote of NORMA KING (Name of Person Challenged)

whose Address is 1735 ELSINORE ST. E. CLEVELAND (Street Address), CUYAHOGA (City), CUYAHOGA (County)

☐ Request correction of the registration list of Precinct _____ Ward _____

I file this challenge or correction for the following reason(s): STATEMENT ATTACHED

* NORMA KING'S RESIDENTIAL ADDRESS IS 5156 AUSTEN W
RICHMOND HTS., OH 44143

PLEASE NOTE: The return of mail, sent by an elections official or any other individual, as undeliverable, unable to forward, or a change of address on file (NCOA) alone is insufficient to grant a challenge or application for correction. Evidence of a foreclosure action alone is insufficient to grant a challenge or correction. The fact that a voter's status is recorded in the Statewide Voter Registration Database as "active-confirmation" (also known as "inactive") alone is insufficient ground to grant a challenge or correction.

I hereby declare under penalty of election falsification that the statements above are true based on my personal knowledge, information or belief.


Signature of Elector

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE.

APR 17 2023 PM 2:22



CUYAHOGA COUNTY, MyPlace

Search

City Entire County

Search By



66218057 | KING, NORMA TRUSTEE | 5156 AUSTEN LN | RICHMOND HEIGHTS | 44143

PROPERTY DATA

General Information

Transfers

Values

Land

Building Information

Building Sketch

Other Improvements

Permits

Property Summary Report

TAXES

Summary By Tax Year

Tax Bill

EXHIBIT 117

LEGAL RECORDINGS

Get a Document List

ACTIVITY

Informal Reviews

Board of Revisions Cases

662-18-057
KING, NORMA TRUSTEE
5156 AUSTEN LN
RICHMOND HEIGHTS, OH. 44143

Transfer History

Transfer Date: 12/11/2013
Transfer Date: 05/13/2013
Transfer Date: 01/22/1990

Transfer Date: 1/22/1990 12:00:00 AM
AF Number: V90004060002
Receipt: 00452E

Parcel	Deed Type	Vol / Page	Sales Amt	Convey Fee	Convey No	Multiple Sale / No of Parcels
662-18-057	Survivorship Deed	00406 / 0002	\$49,000.00	\$196.00		0 / 0

Grantee(s)	Grantor(s)
KING, CECIL & NORMA King Norma	Simcon Homes, Inc.

Transfer Date: 07/31/1989

Transfer Date: 01/01/1988



Updated :04/14/2023 03:15:33 AM

Disclaimer: Cuyahoga County provides this geographic data and related analytical results as a free public service on an "as is" basis. Cuyahoga County makes no guarantee(s) or warranty(ies) as to the accuracy, completeness, or timeliness of the information contained herein, and said information is not intended to, nor does it, constitute an official public record of Cuyahoga County. While much of the data contained herein is compiled from public records, the official records of the public office or agency from which they were compiled remains the official record of any such public office or agency. **By accessing, viewing or using any part of the site, you expressly acknowledge you have read, agree to and consent to be bound by all of the terms and conditions listed on this site. Routine maintenance is performed on Fridays and disruptions may occur. We apologize for any inconvenience.**

WATER DEPARTMENT OFFICIALS: AS OF JANUARY 1, 2021 PLEASE UTILIZE THE TRANSFER TAB ON THE MYPLACE SITE TO DETERMINE OWNERSHIP FOR CREATING OR CLOSING ACCOUNTS. PARCEL DATA ON PROPERTY TRANSFERS ARE UPDATED DAILY. THEREFORE, YOU CAN NOW RELY ON THIS SITE FOR ACCURATE REAL PROPERTY OWNERSHIP. YOU ARE ALSO WELCOME TO ACCEPT COPIES OF RECORDED DEEDS FROM OUR OFFICE.

THANK YOU

Reg. Dist. No. 18
Primary Reg. Dist. No. 1801

Ohio Department of Health
VITAL STATISTICS
CERTIFICATE OF DEATH

State File No.

Registrar's No. 2012-000198

Type or print in permanent blue or black ink

1. Decedent's Legal Name (Include AKA's if any) (Last, first, middle, LAST, initial) CECIL GEORGE KING SR		2. Sex Male	3. Date of Death (Mo/Day/Year) January 04, 2012
4. Social Security Number 287-26-9727	5a. Age (Years) 77	5b. Under 1 Year Months 0	5c. Under 1 day Hours 0 Minutes 0
6. Date of Birth (Mo/Day/Year) November 20, 1934		7. Birthplace (City and State or Foreign Country) CLEVELAND, OHIO	
8a. Residence State OHIO		8b. County CUYAHOGA	
8c. City or Town RICHMOND HEIGHTS		8d. Apt. No. 44143	8e. Inside City Limit? Yes
9. Ever in US Armed Forces? Yes		10. Marital Status at Time of Death Married	
11. Surviving Spouse's Name (If wife, give name prior to first marriage) NORMA MILES		12. Decedent's Education BACHELOR'S DEGREE (E.G., BA, AB, BS)	
13. Decedent of Hispanic Origin No		14. Decedent's Race Black	
15. Father's Name HENRY C KING		16. Mother's Name (prior to first marriage) ENNA NEVERS	
17a. Informant's Name NORMA KING		17b. Relationship to Decedent Wife	
17c. Mailing Address (Street and Number, City, State, Zip Code) 5156 Austen Lane RICHMOND HEIGHTS, OHIO 44143		18. County of Death CUYAHOGA	
19. Facility Name (If not Institution, give street & number) UNIVERSITY HOSPITALS CASE MEDICAL CENTER		19a. City or Town, State and Zip Code CLEVELAND, OH 44106	
20. Signature of Funeral Service, Undertaker or Other agent William F. Boyd, II		20a. License Number (of Licensee) 005699	
21. Name and Complete Address of Funeral Facility E F BOYD & SON FUNERAL HOME 2165 E 89TH ST CLEVELAND, OH 44106		22. Date of Disposition January 12, 2012	
23. Place of Disposition (Name of Cemetery, Crematory, or other place) Lake View Cemetery		23a. Location (City/Town and State) CLEVELAND, OH	
24. Registrar's Signature Morgan A. Blech		24a. Date JAN 12 2012	
25. Name of Registrar BLECH, MORRIS		25a. District No. 1800	
25b. Date Signed January 9, 2012		25c. Date of Death January 4, 2012	
26. Date Pronounced Dead (Mo/Day/Year) January 04, 2012		26a. License number 35.097823	
27. Name (Last, First, Middle) and Address of Person who Completed Cause of Death XIONG, WEI, 11100 Euclid Avenue CLEVELAND, OH 44106		28. Date Signed January 9, 2012	
29. Part I. Underlying Cause of Death (List in order of sequence, starting with the most important cause of death, and ending with the immediate cause of death. Type or print in permanent blue or black ink.) Intracerebral Hemorrhage		30. Part II. Other significant conditions contributing to death but not resulting in one of the above listed causes (List in order of sequence, starting with the most important condition, and ending with the least important condition. Type or print in permanent blue or black ink.) 2 weeks	
31. Was an Autopsy Performed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		32. Were Autopsy Findings Available Prior to Completion of Cause of Death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable	
33. Cause of Death (List in order of sequence, starting with the most important cause of death, and ending with the immediate cause of death. Type or print in permanent blue or black ink.) Intracerebral Hemorrhage		34. Cause of Death (List in order of sequence, starting with the most important cause of death, and ending with the immediate cause of death. Type or print in permanent blue or black ink.) 2 weeks	
35. Date of Injury (Mo/Day/Year) January 4, 2012		36. Time of Injury 15:30	
37. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area) 11100 Euclid Avenue		38. Injury at Work? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
39. Location of Injury (Street and Number or Rural Route Number, City or Town, State) 11100 Euclid Avenue, Cleveland, OH 44106		40. Describe How Injury Occurred: While driving	
41. If Transportation Injury, Specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input checked="" type="checkbox"/> Other		42. If Transportation Injury, Specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input checked="" type="checkbox"/> Other	

563152

563152

DECEDENT

DISPOSITION

CERTIFIER

CAUSE OF DEATH

I HEREBY CERTIFY THIS DOCUMENT IS AN EXACT COPY OF THE ORIGINAL FILE WITH THE OHIO DEPARTMENT OF HEALTH.

JA-1212-011993

Morgan A. Blech
REGISTRAR
OFFICE OF VITAL STATISTICS
OHIO

[EXHIBIT 12]

Permanent 662-18-057
Parcel #:

Type Instrument: Affidavit
Tax District #: 3280
Grantee: KING, NORMA
Balance Assumed: \$ 0.00
Total Consideration: \$ 0.00
Conv. Fee Paid: \$ 0.00
Transfer Fee Paid: \$ 0.50
Fee Paid by: CASH
Exempt Code: N

Date: 5/13/2013
Tax List Year: 2013
Land Use Code: 5100
Land Value: 41,700
Building Value: 148,800
Total Value: 190,500
Rcpt: c-05132013-2
Inst #: 592145
Check #:

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 3
DEAF 5/13/2013 3:11:04 PM
201305130955


Cuyahoga County Fiscal Officer

STATE OF OHIO

COUNTY OF CUYAHOGA

) ss:
)

AFFIDAVIT OF SURVIVING
SPOUSE OR JOINT SURVIVOR
(R.C. Sec. 5302.17)

NORMA KING, being first duly sworn, deposes and says as follows:

1) That CECIL KING and NORMA KING are joint owners of property under a duly recorded survivorship deed.

2) That the property is known as 5156 AUSTEN LANE, RICHMOND HTS., OH 44143, and also known as 662-18-057 on the records of the Cuyahoga County land records. The original survivorship deed is recorded in the records of the Cuyahoga County Recorder at AFN No. V90004060002 and further described as follows:

Situated in the City of Richmond Heights, County of Cuyahoga and State of Ohio: and known as being Sublot No. 208 in the Royalwood Estates Subdivision of part of Original Township Lot No. 75, Tract 12, as shown by the recorded plat in Volume 240 of Maps, Pages 27 and 28 of Cuyahoga County Records be the same more or less but subject to all legal highways.

** No. 2
The said premises are free and clear of any and all liens and encumbrances whatsoever, except restrictions of record and any conditions, reservations or easements created in conjunction with such restrictions, zoning ordinances, if any, and taxes and assessments both general and special, not yet due and payable, which the Grantees assume.



3) That CECIL KING died on or about JANUARY 4, 2012, at Cleveland, Ohio and said death certificate has been issued.

[EXHIBIT 12]

4) That by virtue of the death of CECIL KING, NORMA KING is the fee simple owner of the above described property, and requests that this fact be reflected on the land and tax records of the County.


NORMA KING

SWORN TO BEFORE ME, and subscribed in my presence this April 24, 2013.



DIANA JANCURA
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

[EXHIBIT 12]

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 4
PAT 10/25/2012 3:58:27 PM
201210250584

**STATE OF OHIO
STATUTORY FORM POWER OF ATTORNEY**

DESIGNATION OF AGENT

I, Norma L. King name the following
person as my agent:

Name of Agent: Brandon King, Norman King, Cecil King Jr., Sheldon King (all sons)

Agent's Address: 1735 Elsinore St., East Cleveland, Ohio 44112

Agent's Telephone Number: (216) 851-4437

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of Successor Agent: Brandon King, Norman King, Cecil King Jr., Sheldon King

Successor Agent's Address: 1735 Elsinore St., East Cleveland, Ohio 44112

Successor Agent's Telephone Number: (216) 851-4437

If my successor agent is unable or unwilling to act for me, I name as my second
successor agent:

Second Successor Agent: Brandon King, Norman King, Cecil King Jr., Sheldon King

Second Successor Agent's Address: 1735 Elsinore St., East Cleveland, Ohio 44112

Second Successor Agent's Telephone Number: (216) 851-4437

[EXHIBIT 13]

GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the Uniform Power of Attorney Act (sections 1337.21 to 1337.64 of the Revised Code):

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)

 X Real Property (Only The Below Listed Property)

(PPN: 672-11-101; 1727-to-1735 Elsinore St., East Cleveland, Ohio 44112)

 Tangible Personal Property

 Stocks and Bonds

 Commodities and Options

 Banks and Other Financial Institutions

 Operation of Entity or Business

 Insurance and Annuities

 Estates, Trusts, and Other Beneficial Interests

 Claims and Litigation

 Personal and Family Maintenance

 Benefits from Governmental Programs or Civil or Military Service

 Retirement Plans

 Taxes

 All Preceding Subjects

LIMITATION ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines:

This Power of Attorney only applies to Permanent Parcel Number 672-11-101; also
known as 1735 Elsinore St., East Cleveland, Ohio 44112. Cuyahoga County.

EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

NOMINATION OF GUARDIAN (OPTIONAL)

If it becomes necessary for a court to appoint a guardian of my estate or my person, I nominate the following person(s) for appointment:

Name of Nominee for guardian of my estate: _____

Nominee's Address: _____

Nominee's Telephone Number: (_____) _____

Name of Nominee for guardian of my person: _____

Nominee's Address: _____

Nominee's Telephone Number: (_____) _____

RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT

Norma L. King 10-25-2012
Your Signature Date

Norma L. King
NORMA LEE KING
Your Name Printed

5156 Austen Lane, Richmond Ht's., Ohio 44143

Your Address

(440) 646-9161
Your Telephone Number

STATE OF OHIO
COUNTY OF CUYAHOGA

This document was acknowledged before me on October 25th, 2012 (Date), by
Brittany Snezek (Name of Principal).

Brittany Snezek
Signature of Notary

My commission expires: 2/21/17

This document prepared by:
Norma L. King

5156 Austen Ln., Richmond Ht's., Ohio 44143



BRITTANY SNEZEK
Notary Public, State of Ohio
My Commission Expires
February 21, 2017



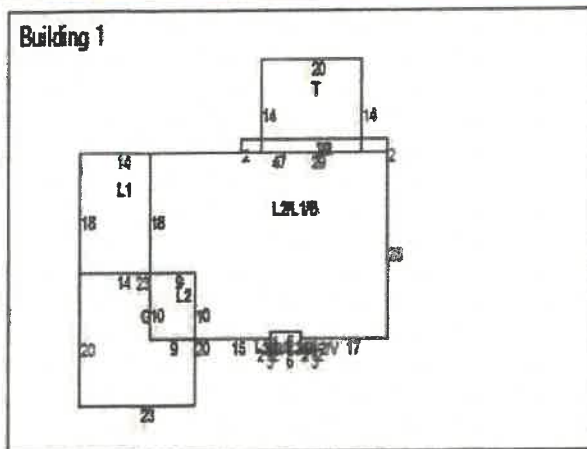
Cuyahoga County, Ohio - Property Summary Report

Parcel: 662-18-057



Owner KING, NORMA TRUSTEE
Address 5156 AUSTEN LN
RICHMOND HEIGHTS, OH. 44143
Land Use (5100) R - 1-FAMILY PLATTED LOT
Legal Description 72 75 ROYALWOOD ESTATES SUB 0208
Neighborhood Code 13207

SKETCH



MAP VIEW

Map Image

BUILDING INFORMATION

Building Record Number	1	Occupancy	1-FAMILY	Story Height	2
Style	COLONIAL	Year Built	1991	Exterior Walls	ALUM/VINYL
Condition	GOOD	Construction Quality	B / GOOD	Roof Type	HIP
Roof Material	ASPH-SHINGLE	Heat Type	FORCED-AIR	Air Conditioning	CENTRAL
Attic Type	NONE	Basement Type	BASEMENT	Basement Square Feet	1,220
Basement Finished	N/A	Rooms	8	Bedrooms	4
Bathrooms (Full/Half)	3/0	Garage Type	ATTACHED	Garage Capacity	2
Year Garage Built	1991	Garage Size	460	Living Area Basement	
Living Area 1	1,484	Living Area 2	1,398	Living Area Upper	
Living Area Total	2,882	Floor Location		Party Wall	

LAND

Code	Frontage	Depth	Acres	Sq Ft
PRM	78	154	0.28	12,022

VALUATION

2022 Values	Taxable Market Value	Change Market Value	Assessed Market Value	Assessed Taxable Value
Land Value	\$41,100	\$0	\$0	\$14,390
Building Value	\$194,700	\$0	\$0	\$68,150
Total Value	\$235,800	\$0	\$0	\$82,540
Land Use	5100			SINGLE FAMILY DWELLING

PERMITS

Tax Year	Reason	Tax Change	Exempt Change	Permit Complete	Revised	Notes
----------	--------	------------	---------------	-----------------	---------	-------

IMPROVEMENTS

Type	Description	Size	Height/Depth
------	-------------	------	--------------

SALES

Date	Buyer	Seller	Price
12/11/2013	KING, NORMA TRUSTEE	KING, NORMA	\$0
5/13/2013	KING, NORMA	KING, CECIL & NORMA	\$0
1/22/1990	KING, CECIL & NORMA	Simcon Homes, Inc.	\$49,000
7/31/1989	Simcon Homes, Inc.	Royalwood Enterprises	\$43,000
1/1/1988	Royalwood Enterprises		\$0

Taxes

2022 Taxes	Charges	Payments	Balance Due
Tax Balance Summary	\$8,516.20	\$3,258.10	\$3,258.10

VOTER INFORMATION REPORT

NORMA L KING

PRINTED ON: 4/20/2023

VOTER ID: 420805

NAME: NORMA L KING

RESIDENCE: 1735 ELSINORE AVE

CITY/STATE/ZIP: EAST CLEVELAND, OH 44112

CARE OF:

STREET/BX:

MAIL CITY:

MAIL STATE/ZIP:

COUNTRY:

PHONE NUMBER:

STATUS: ACTIVE

PARTY: DEMOCRAT

REG DATE: 01/01/1900

PRECINCT: ECLE03E.01

PRECINCT NAME: EAST CLEVELAND -03-E

POLLING PLACE: MAYFAIR ELEMENTARY SCHOOL

13916 MAYFAIR AVENUE

SIGNATURE:

Norma L. King

I hereby certify that the above document is a true and correct copy of the original filed at the Cuyahoga County Board of Elections.



**CUYAHOGA COUNTY
BOARD OF ELECTIONS**

Election Official: Anthony Pietro

Title: Registration Dept. Supervisor

Date: 4-20-2023

Signature: *AP*

[Voter Details](#) |
 [Properties](#) |
 [Flags/Misc](#) |
 [Notices](#)

[County Info](#) |
 [State Info \(S\)](#)

Voter ID: 421805

Status:

Reason: 99 - OFFICE CORRECTION

Affiliate: OH0314653564

Sig: 420805

Auto S ☐

DMV Lic:

SSN:

[Name](#) |
 [Prior Name](#) |
 [Alternate Name](#)

Name:

Prefix:

First: NORMA

Middle: L

Last: KING

Suffix:

Birth Date: 941

St Rsn:

Residence

Standard Residence Address

House#: 1735

Frac:

Dir:

Clear

Street: ELSINORE

Post:

Bldg:

Type: AVE

Apt:

City: EAST CLEVELAND

Zip: 44112

Prec: ECLE03E.01

Additional Address

Manual ☐

Mailing

Country:

CareOf:

City:

St:

Zip:

Additional Address

Clear

Print

Ok

Cancel

1	What is your full name? <div style="display: flex; justify-content: space-between;"> <div style="width: 10%;">MR. MISS MRS. MS.</div> <div style="width: 80%;"> <div style="font-size: 1.5em; margin-left: 10px;">King Norma L.</div> <div style="font-size: 0.8em; margin-left: 10px;">(Last Name) (First Name) (Middle Name)</div> </div> </div>	5	RESIDENCE FROM WHICH LAST VOTED OR REGISTERED IF DID NOT VOTE REMARKS DE Reg.																																																																		
2	What is your home address? <div style="font-size: 1.5em; margin-left: 10px;">1135 Glenore St.</div> <div style="font-size: 0.8em; margin-left: 10px;">(Number) (Street)</div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 30%;">East Cleveland Ohio</div> <div style="width: 30%;">44112</div> </div> <div style="font-size: 0.8em; margin-left: 10px;">(City or Post Office) (State) (Zip Code)</div>	6	DATE OF REGISTRATION <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 40%;">MONTH 9</div> <div style="width: 20%;">DATE 23</div> <div style="width: 40%;">YEAR 76</div> </div>																																																																		
3	What is your birthdate? <div style="font-size: 1.5em; margin-left: 10px;">4/1</div> <div style="font-size: 0.8em; margin-left: 10px;">(Month) (Day) (Year)</div>	7	SIGNATURE OF REGISTRAR <div style="font-size: 1.5em; margin-left: 10px;">Solomon J. Horvath</div>																																																																		
4	Are you a Native Born Citizen? Yes No If Naturalized, when and in what court were you Naturalized? <div style="font-size: 1.5em; margin-left: 10px;">9/23/76 U.S. District Ct.</div> <div style="font-size: 0.8em; margin-left: 10px;">(Date) (Court)</div> <p style="font-size: 0.8em; margin-top: 10px;">I declare under penalty of election falsification that the statements are true to the best of my knowledge and belief, and that I am legally qualified to vote.</p> <div style="font-size: 1.5em; margin-left: 10px; margin-top: 10px;">Norma Lee King</div> <div style="font-size: 0.8em; margin-left: 10px;">(Signature of Applicant)</div> <p style="font-size: 0.8em; margin-top: 10px;">THE PENALTY FOR ELECTION FALSIFICATION IS IMPRISONMENT FOR NOT MORE THAN SIX MONTHS OR A FINE OF NOT MORE THAN \$1,000 OR BOTH.</p>	<table border="1" style="width:100%; border-collapse: collapse; font-size: 0.8em;"> <thead> <tr> <th style="width: 15%;">CITY OR TOWNSHIP</th> <th style="width: 10%;">WARD</th> <th style="width: 10%;">PCT.</th> <th style="width: 40%;">STREET ADDRESS</th> <th style="width: 15%;">DATE</th> <th style="width: 10%;">CLERK</th> </tr> </thead> <tbody> <tr> <td>EAST CLEV</td> <td>3</td> <td>E</td> <td>—</td> <td>9/23/76</td> <td>dh</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		CITY OR TOWNSHIP	WARD	PCT.	STREET ADDRESS	DATE	CLERK	EAST CLEV	3	E	—	9/23/76	dh																																																						
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<div style="display: flex;"> <div style="width: 30%;"> GENERAL YEAR PRIMARY SPECIAL </div> <div style="width: 70%; background-color: black; height: 100px;"></div> </div>		AS THE ELECTION OFFICE RECORDS FACT OF VOTING WITH AN "X" IN PROPER SPACE, EXCEPT AT PRIMARY ELECTIONS RECORD FACT OF VOTING BY USE OF PLURITY INITIAL.																																																																			
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">NAME</div> <div style="width: 40%;">ADDRESS</div> <div style="width: 20%;">WARD</div> <div style="width: 10%;">PCT.</div> </div>		<div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 40%;">KING, NORMA L</div> <div style="width: 40%; border: 1px solid black; border-radius: 50%; padding: 10px; font-size: 1.5em;">420805</div> <div style="width: 20%;"></div> <div style="width: 10%;"></div> </div>																																																																			



#	Date	Title	Blg	V...	Cons Proc	Party	P...	A...	A...	C...	S...	C...	R...	F...	F...	P...	P...	Orig. Precinct
1	11/08/2022	November 8, 2022 General Election	Y	Y	ECLE03E		N	Y	Y	I	OFF	P...	N	N	N	N	N	ECLE03E.01
2	08/02/2022	AUGUST 2, 2022 PRIMARY ELECTION	Y	N			N	N	N					N	N	N	N	
3	05/03/2022	MAY 3, 2022 PRIMARY ELECTION	Y	N			N	N	N					N	N	N	N	
4	11/02/2021	November 2, 2021 General Election	Y	Y	ECLE03E		N	Y	Y	I	OFF	P...	N	N	N	N	N	ECLE03E.01
5	09/14/2021	SEPTEMBER 14, 2021 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N					N	N	N	N	ECLE03E.01
6	08/03/2021	AUGUST 3, 2021 SPECIAL CONGRESSIONAL...	Y	N			N	N	N					N	N	N	N	
7	11/03/2020	November 3, 2020 Presidential General Election	Y	Y	ECLE03E		N	Y	Y	I	OFF	P...	N	N	N	N	N	ECLE03E.01
8	03/17/2020	MARCH 17, 2020 Presidential General Election - EXT...	Y	Y	ECLE03E	DEM	N	Y	Y	I	OFF	P...	N	N	N	N	N	ECLE03E.01
9	11/05/2019	November 5, 2019 General Election	Y	Y	ECLE03E		Y	N	N					N	N	N	N	ECLE03E.01
10	11/06/2018	November 6, 2018 General Election	Y	Y	ECLE03E		Y	N	N					N	N	N	N	ECLE03E.01
11	05/08/2018	MAY 8, 2018 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N					N	N	N	N	ECLE03E.01
12	11/07/2017	NOVEMBER 7, 2017 GENERAL ELECTION	Y	Y	ECLE03E		N	Y	Y	I	OFF	M...	N	N	N	N	N	ECLE03E.01
13	09/12/2017	SEPTEMBER 12, 2017 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	N	Y	Y	I	OFF	M...	N	N	N	N	N	ECLE03E.01
14	12/06/2016	DECEMBER 6, 2016 EAST CLEVELAND REC...	Y	N			N	N	N					N	N	N	N	
15	11/08/2016	NOVEMBER 8, 2016 PRESIDENTIAL GENER...	Y	Y	ECLE03E		N	Y	Y	I	OFF	M...	N	N	N	N	N	ECLE03E.01
16	06/21/2016	JUNE 21, 2016 EAST CLEVELAND WARD 3 ...	Y	Y	ECLE03E		N	Y	Y	I	OFF	M...	N	N	N	N	N	ECLE03E.01
17	03/15/2016	MARCH 15, 2016 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	N	Y	Y	I	OFF	M...	N	N	N	N	N	ECLE03E.01
18	12/08/2015	DECEMBER 8, 2015 EAST CLEVELAND WA...	Y	Y	ECLE03E		N	Y	Y	I	OFF	M...	N	N	N	N	N	ECLE03E.01
19	11/03/2015	NOVEMBER 3, 2015 GENERAL ELECTION	Y	Y	ECLE03E		N	Y	Y	I	OFF	M...	N	N	N	N	N	ECLE03E.01
20	11/04/2014	NOVEMBER 4, 2014 GENERAL ELECTION	Y	Y	ECLE03E		N	Y	Y	I	OFF	M...	N	N	N	N	N	ECLE03E.01
21	05/06/2014	MAY 6, 2014 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N					N	N	N	N	ECLE03E.01
22	11/05/2013	NOVEMBER 5, 2013 GENERAL ELECTION	Y	Y	ECLE03E		Y	N	N					N	N	N	N	ECLE03E.01
23	10/01/2013	OCTOBER 1, 2013 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N					N	N	N	N	ECLE03E.01
24	11/06/2012	NOVEMBER 6, 2012 PRESIDENTIAL GENER...	Y	Y	ECLE03E		N	Y	Y	I	OFF	M...	N	N	N	N	N	ECLE03E.01
25	03/06/2012	MARCH 6, 2012 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	N	Y	Y	I	OFF	M...	N	N	N	N	N	ECLE03E.01
26	11/08/2011	NOVEMBER 8, 2011 GENERAL ELECTION	Y	Y	ECLE03E		N	Y	Y	I	OFF	M...	N	N	N	N	N	ECLE03E.01
27	11/02/2010	NOVEMBER 2, 2010 GENERAL ELECTION	Y	Y	ECLE03E		N	Y	Y	B	M...	M...	N	N	N	N	N	ECLE03E.01
28	05/04/2010	MAY 4, 2010 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	N	Y	Y	B	M...	M...	N	N	N	N	N	ECLE03E.01
29	11/03/2009	NOVEMBER 3, 2009 GENERAL ELECTION	Y	N	ECLE03E		N	Y	Y	B	M...	M...	N	N	N	N	N	ECLE03E.01
30	11/04/2008	2008 NOV GENERAL	Y	Y	ECLE03E		N	Y	N	B	M...	M...	N	N	N	N	N	ECLE03E.01
31	03/04/2008	2008 MAR PRIMARY	Y	Y	ECLE03E		N	Y	Y	B	M...	M...	N	N	N	N	N	ECLE03E.01
32	11/06/2007	2007 NOV GENERAL	Y	Y	ECLE03E	DEM	N	Y	Y	B	M...	M...	N	N	N	N	N	ECLE03E.01
33	11/07/2006	2006 NOV GENERAL	Y	Y	ECLE03E		Y	N	N					N	N	N	N	ECLE03E.01
34	05/02/2006	2006 MAY PRIMARY	Y	Y	ECLE03E		Y	N	N					N	N	N	N	ECLE03E.01
35	11/08/2005	GENERAL NOV 2005	Y	Y	ECLE03E	DEM	Y	N	N					N	N	N	N	ECLE03E.01
36	10/04/2005	PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N					N	N	N	N	ECLE03E.01
37	11/02/2004	GENERAL NOV 2004	Y	Y	ECLE03E		Y	N	N					N	N	N	N	ECLE03E.01
38	11/06/2001	2001 NOV GENERAL	Y	Y		NO...		N	N					N	N	N	N	ECLE03E.01
39	10/02/2001	PRIMARY ELECTION	Y	Y		NOP...		N	N					N	N	N	N	ECLE03E.01
40	11/07/2000	2000 NOV GENERAL	Y	Y		NO...		N	N					N	N	N	N	ECLE03E.01
41	03/07/2000	2000 MAR PRIMARY	Y	Y		DEM		N	N					N	N	N	N	ECLE03E.01
42	11/02/1999	GENERAL ELECTION	Y	Y		NOP		N	N					N	N	N	N	ECLE03E.01



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11	05/08/2018	MAY 8, 2018 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N					N	N	N	N	ECLE03E.01
12	11/07/2017	NOVEMBER 7, 2017 GENERAL ELECTION	Y	Y	ECLE03E		N	Y	Y	I	OFF		M...	N	N	N	N	ECLE03E.01
13	09/12/2017	SEPTEMBER 12, 2017 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	N	Y	Y	I	OFF		M...	N	N	N	N	ECLE03E.01
14	12/06/2016	DECEMBER 6, 2016 EAST CLEVELAND REC...	Y	N			N	N	N					N	N	N	N	
15	11/08/2016	NOVEMBER 8, 2016 PRESIDENTIAL GENER...	Y	Y	ECLE03E		N	Y	Y	I	OFF		M...	N	N	N	N	ECLE03E.01
16	06/21/2016	JUNE 21, 2016 EAST CLEVELAND WARD 3 ...	Y	Y	ECLE03E		N	Y	Y	I	OFF		M...	N	N	N	N	ECLE03E.01
17	03/15/2016	MARCH 15, 2016 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	N	Y	Y	I	OFF		M...	N	N	N	N	ECLE03E.01
18	12/08/2015	DECEMBER 8, 2015 EAST CLEVELAND WA...	Y	Y	ECLE03E		N	Y	Y	I	OFF		M...	N	N	N	N	ECLE03E.01
19	11/03/2015	NOVEMBER 3, 2015 GENERAL ELECTION	Y	Y	ECLE03E		N	Y	Y	I	OFF		M...	N	N	N	N	ECLE03E.01
20	11/04/2014	NOVEMBER 4, 2014 GENERAL ELECTION	Y	Y	ECLE03E		N	Y	Y	I	OFF		M...	N	N	N	N	ECLE03E.01
21	05/06/2014	MAY 6, 2014 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N					N	N	N	N	ECLE03E.01
22	11/05/2013	NOVEMBER 5, 2013 GENERAL ELECTION	Y	Y	ECLE03E		N	Y	N					N	N	N	N	ECLE03E.01
23	10/01/2013	OCTOBER 1, 2013 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N					N	N	N	N	ECLE03E.01
24	11/06/2012	NOVEMBER 6, 2012 PRESIDENTIAL GENER...	Y	Y	ECLE03E		N	Y	Y	I	OFF		M...	N	N	N	N	ECLE03E.01
25	03/06/2012	MARCH 6, 2012 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	N	Y	Y	I	OFF		M...	N	N	N	N	ECLE03E.01
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27	11/02/2010	NOVEMBER 2, 2010 GENERAL ELECTION	Y	Y	ECLE03E		N	Y	Y	B	M...		M...	N	N	N	N	ECLE03E.01
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29	11/03/2009	NOVEMBER 3, 2009 GENERAL ELECTION	Y	N	ECLE03E		N	Y	N	B	M...		M...	N	N	N	N	ECLE03E.01
30	11/04/2008	2008 NOV GENERAL	Y	Y	ECLE03E		N	Y	Y	B	M...		M...	N	N	N	N	ECLE03E.01
31	03/04/2008	2008 MAR PRIMARY	Y	Y	ECLE03E	DEM	N	Y	Y	B	M...		M...	N	N	N	N	ECLE03E.01
32	11/06/2007	2007 NOV GENERAL	Y	Y	ECLE03E		N	Y	Y	B	M...		M...	N	N	N	N	ECLE03E.01
33	11/07/2006	2006 NOV GENERAL	Y	Y	ECLE03E		Y	N	N					N	N	N	N	ECLE03E.01
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35	11/08/2005	GENERAL NOV 2005	Y	Y	ECLE03E		Y	N	N					N	N	N	N	ECLE03E.01
36	10/04/2005	PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N					N	N	N	N	ECLE03E.01
37	11/02/2004	GENERAL NOV 2004	Y	Y	ECLE03E		Y	N	N					N	N	N	N	ECLE03E.01
38	11/06/2001	2001 NOV GENERAL	Y	Y	ECLE03E	NO...	Y	N	N					N	N	N	N	ECLE03E.01
39	10/02/2001	PRIMARY ELECTION	Y	Y		NOP...		N	N					N	N	N	N	
40	11/07/2000	2000 NOV GENERAL	Y	Y		NO...		N	N					N	N	N	N	
41	03/07/2000	2000 MAR PRIMARY	Y	Y		DEM		N	N					N	N	N	N	
42	11/03/1998	GENERAL ELECTION	Y	Y		REP		N	N					N	N	N	N	
43	05/05/1998	PRIMARY ELECTION	Y	Y		DEM		N	N					N	N	N	N	
44	11/04/1997	GENERAL ELECTION	Y	Y		NOP		N	N					N	N	N	N	
45	11/05/1996	GENERAL ELECTION	Y	Y		REP		N	N					N	N	N	N	
46	03/19/1996	COUNTY WIDE PRIMARY ELECTION	Y	Y		DEM		N	N					N	N	N	N	
47	11/07/1995	GENERAL ELECTION	Y	Y		NOP		N	N					N	N	N	N	
48	11/08/1994	GENERAL ELECTION	Y	Y		NOP		N	N					N	N	N	N	
49	11/02/1993	GENERAL ELECTION	Y	Y		NOP		N	N					N	N	N	N	
50	11/03/1992	GENERAL ELECTION	Y	Y		REP		N	N					N	N	N	N	
51	11/05/1991	GENERAL ELECTION	Y	Y		NOP		N	N					N	N	N	N	
52	11/06/1990	GENERAL ELECTION	Y	Y		NOP		N	N					N	N	N	N	

Agenda Item

#11



CUYAHOGA COUNTY BOARD OF ELECTIONS

Henry F. Curtis, IV
Chairman

Inajo Davis Chappell
Member

Lisa M. Stickan
Member

Terence M. McCafferty
Member

Anthony W. Perlatti
Director

Anthony N. Kaloger
Deputy Director

CHALLENGED VOTER PACKET – CECIL KING, JR.

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1. Summary Statement
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 - A. Challenge (Form #257)
 - B. Facebook Messenger conversation between Eric Brewer & Cecil King, Jr. (Exhibit 4)
3. Cecil King, Jr.
 - A. Voter Information Report
 - B. Registration Form
 - C. Voter History



CUYAHOGA COUNTY BOARD OF ELECTIONS

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Deputy Director

SUMMARY:

Mr. Eric J. Brewer, a registered voter in Cleveland, Ward 1-K, submitted a SOS prescribed Form #257, Challenge of Right to Vote and Correction of Registration List on Mr. Cecil King, Jr. As East Cleveland's Clerk of Council, Mr. Brewer validated the signatures of the recall petitions that Mayor Brandon King circulated. Mr. Brewer stated that he confirmed Mayor King's signature as a circulator and an elector and that of the oath he signed swearing to reside at 1735 Elsinore Street in East Cleveland, Ward 3-E with six other adults, including that of Cecil King, Jr.

Upon visiting 1735 Elsinore Street on March 17 and 20, 2023, Mr. Brewer took photographs of the unit. The photographs show the unit filled with junk around the entire premises to the point where the unit appears uninhabitable, especially for seven adults. Mr. Brewer also noted that East Cleveland building official Anthony Bombalis told the complainant he cited the property's owner in 2022 for violating building ordinances.

Through a Facebook conversation that Mr. Brewer had with Cecil King, Jr. in 2017, Cecil King, Jr. had mentioned that "we all still use the address we were born and raised in as our official address...why we all still vote in EC... because we all love the city in which we grew up..." (Exhibit 4) Mr. Brewer noted that in Cecil King's admission that members of the King family were not residents of 1735 Elsinore Street in East Cleveland and that the address was used for "official" purposes.

Mr. Brewer also indicated that Cecil King, Jr. committed election fraud between 2000 and 2022 as voting records show that Cecil King, Jr. voted at a residence in which he did not reside.

CCBOE STATEMENTS OF FACTS:

The CCBOE has a registration card for Mr. Cecil King Jr. dated November 2000 placing him at 1735 Elsinore St., East Cleveland. He is a regular voter from this address.

The Cuyahoga County Fiscal Office Property Search Report list Brandon King, ET AL as Owners of the 1735 Elsinore St. address.

Challenge of Right to Vote and Correction of Registration List

R.C. 3503.24

(To be filed with the Board of Elections not later than 30 days prior to the election)

I, ERIC J. BREWER, am a qualified elector of CUYAHOGA (County)My address is 3537 E. 151st ST. (Street Address), CLEVELAND (City)

I hereby: (check one box below and fill in remaining information)

☒ Challenge the Right to Vote of CECIL KING, JR. (Name of Person Challenged)
whose Address is 1735 ELSINORE ST. (Street Address), E. CLEVELAND (City), CUYAHOGA (County)

☐ Request correction of the registration list of Precinct _____ Ward _____

I file this challenge or correction for the following reason(s): STATEMENT ATTACHED

PLEASE NOTE: The return of mail, sent by an elections official or any other individual, as undeliverable, unable to forward, or a change of address on file (NCOA) alone is insufficient to grant a challenge or application for correction. Evidence of a foreclosure action alone is insufficient to grant a challenge or correction. The fact that a voter's status is recorded in the Statewide Voter Registration Database as "active-confirmation" (also known as "inactive") alone is insufficient ground to grant a challenge or correction.

I hereby declare under penalty of election falsification that the statements above are true based on my personal knowledge, information or belief.

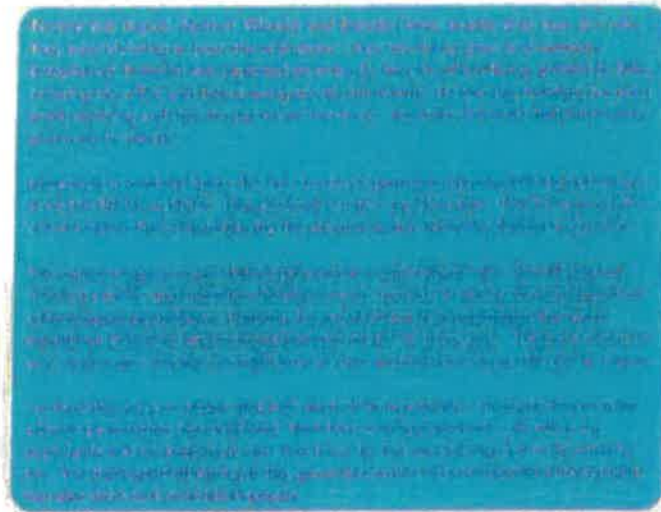

Signature of Elector







APR 17 23 PM 2:22

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE.



Cecil King Jr



-  Cecil King Jr
-  Search in Conversation
-  Edit Nicknames
-  Change Color
-  Change Emoji
-  Notifications

https://tacebrook.com/20.../img

Morning Mr Brewer...I can't speak for Norton nor wheeler nor Smedley...but I can speak for Brandon who I assure you is in no way shape or form in need of any " browns paper bag " monies...nor would he jeopardize his freedom for such....Now the living in EC...we all still use the address we were born and raised in as our official address...why we all still vote in EC...and why?...because we all love the city in which we grew up....Brandon has stated to the media and others that the city got much needed money for the land (no where near what arco got for the scrap!!), but with no one in leadership up there smart enough to see what arco was up too, they went for it.. 125,000 and few income tax dollars generated from the handful of jobs created ...while arco walked away with estimated 20 million....now that's fuckn over black people!!!

[EXHIBIT 4]

VOTER INFORMATION REPORT

CECIL G KING JR

PRINTED ON: 4/20/2023

VOTER ID: 420802

NAME: CECIL G KING JR

RESIDENCE: 1735 ELSINORE AVE

CITY/STATE/ZIP: EAST CLEVELAND, OH 44112

CARE OF:

STREET/BX:

MAIL CITY:

MAIL STATE/ZIP:

COUNTRY:

PHONE NUMBER:

STATUS: ACTIVE

PARTY: DEMOCRAT

REG DATE: 10/06/2008

PRECINCT: ECLE03E.01

PRECINCT NAME: EAST CLEVELAND -03-E

POLLING PLACE: MAYFAIR ELEMENTARY SCHOOL

13916 MAYFAIR AVENUE

SIGNATURE:



I hereby certify that the above document is a true and correct copy of the original filed at the Cuyahoga County Board of Elections.



CUYAHOGA COUNTY
BOARD OF ELECTIONS

Election Official: Hasani Wheat

Title: Interim Assistant Manager

Date: April 20, 2023

Signature: Hasani Wheat


































































































































































































































































































































































































1. Are you a U.S. citizen? ☐ Yes ☐ No

2. Will you be at least 18 years of age on or before the next general election? ☐ Yes ☐ No
If you answered NO to either of the questions, do not complete this form.

3. Last Name

KING DA

First Name

CECIL

Middle Name or Initial

G

Jr., II, etc.

4. House Number and Street (Enter new address if changed)

1735 ELSIACNE

Apt. or Lot #

5. City or Post Office

E.C

6. Zip Code

44112

7. Additional Rural or Mailing Address (if necessary)

8. County where you live

Lucas

9. Birthdate (MO-DAY-YR)

10. Ohio driver's license No. OR last 4 digits of Social Security No. (required)

11. Phone No. (voluntary)

FOR BOARD
USE ONLY
SEC4010 (Rev. 9/06)
City, Village, Twp.

12. PREVIOUS ADDRESS IF UPDATING CURRENT REGISTRATION

Previous House Number and Street

Previous City or Post Office

County

State

Ward

Precinct

School Dist.

Cong. Dist.

Senate Dist.

House Dist.

13. CHANGE OF NAME ONLY Former Legal Name

Former Signature

I declare under penalty of election falsification I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election, and I will be at least 18 years of age at the time of the general election.

14. Your Signature

Cecil King

Date

10 / 01 / 08

MO

DAY

YR

CHX

Cuyahoga County Board of Elections

1643

Are you a U.S. citizen? ☐ Yes ☐ No If you answered NO, do not complete this form.

This is an application for a ☐ New Registration ☐ Address Change ☐ Name Change

1 Last Name KING First Name CECIL Middle Name or Initial G Jr., II, etc. JR

2 House Number and Street (Enter new address if changed) Apt. or Lot # City or Post Office Zip Code

1735 ELSINORE AVE E. CLEVELAND

3 Additional Rural or Mailing Address (if necessary) 4 County where you live

7 Birthdate (MO, DAY, YR) 69 Birthplace (City and State) 8 Social Security No. (voluntary) 9 Phone No. (voluntary)

11 ADDRESS CHANGE ONLY - PREVIOUS ADDRESS

Previous House Number and Street Previous City or Post Office Previous State

12 CHANGE OF NAME ONLY Former Legal Name Former Signature

I declare under penalty of election falsification I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election, and I will be at least 18 years of age at the time of the general election.

PUT PROX SIG. HERE -

13 Applicant - Sign inside Shaded Area

Date 11 127 12000 MO DAY YR

FOR BOARD USE ONLY
SECTION 10 (Rev. 7/97)

City, Village, Twp.

E. CLE

Word

3

Precinct

E

School Dist.

Cong. Dist.

Senato Dist.

House Dist.

Information that will remain confidential and will be used only for voter registration purposes: 1) the office where you submit your voter registration application or 2) the fact that you have declined to register. WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE.

Cecil G King Voter History

#	Date	Title	Elig	Voted	Cons Prec	Party	Poll Voter	AV Requested	AV Returned	Orig. Precinct
1	11/8/2022	November 8, 2022 General Election	Y	Y	ECLE03E		Y	N	N	ECLE03E.01
2	8/2/2022	AUGUST 2, 2022 PRIMARY ELECTION	Y	N			N	N	N	
3	5/3/2022	MAY 3, 2022 PRIMARY ELECTION	Y	N			N	N	N	
4	11/2/2021	November 2, 2021 General Election	Y	Y	ECLE03E		Y	N	N	ECLE03E.01
5	9/14/2021	SEPTEMBER 14, 2021 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N	ECLE03E.01
6	8/3/2021	AUGUST 3, 2021 SPECIAL CONGRESSIONAL PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N	ECLE03E.01
7	11/3/2020	November 3, 2020 Presidential General Election	Y	Y	ECLE03E		Y	N	N	ECLE03E.01
8	3/17/2020	MARCH 17, 2020 PRIMARY ELECTION - EXTENDED	Y	N			N	N	N	
9	11/5/2019	November 5, 2019 General Election	Y	N			N	N	N	
10	11/6/2018	November 6, 2018 General Election	Y	Y	ECLE03E		Y	N	N	ECLE03E.01
11	5/8/2018	MAY 8, 2018 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N	ECLE03E.01
12	11/7/2017	NOVEMBER 7, 2017 GENERAL ELECTION	Y	Y	ECLE03E		Y	N	N	ECLE03E.01
13	9/12/2017	SEPTEMBER 12, 2017 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N	ECLE03E.01

Cecil G King Voter History

14	12/6/2016	DECEMBER 6, 2016 EAST CLEVELAND RECALL ELECTION	Y	Y	ECLE03E		Y	N	N	ECLE03E.01
15	11/8/2016	NOVEMBER 8, 2016 PRESIDENTIAL GENERAL ELECTION	Y	Y	ECLE03E		Y	N	N	ECLE03E.01
16	6/21/2016	JUNE 21, 2016 EAST CLEVELAND WARD 3 RECALL ELECTION	Y	N			N	N	N	
17	3/15/2016	MARCH 15, 2016 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N	ECLE03E.01
18	12/8/2015	DECEMBER 8, 2015 EAST CLEVELAND WARD 3 RECALL ELECTION	Y	Y	ECLE03E		Y	N	N	ECLE03E.01
19	11/3/2015	NOVEMBER 3, 2015 GENERAL ELECTION	Y	Y	ECLE03E		Y	N	N	ECLE03E.01
20	11/4/2014	NOVEMBER 4, 2014 GENERAL ELECTION	Y	Y	ECLE03E		Y	N	N	ECLE03E.01
21	5/6/2014	MAY 6, 2014 PRIMARY ELECTION	Y	N			N	N	N	
22	11/5/2013	NOVEMBER 5, 2013 GENERAL ELECTION	Y	Y	ECLE03E		Y	N	N	ECLE03E.01
23	10/1/2013	OCTOBER 1, 2013 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N	N	ECLE03E.01
24	11/6/2012	NOVEMBER 6, 2012 PRESIDENTIAL GENERAL ELECTION	Y	Y	ECLE03E		Y	N	N	ECLE03E.01
25	3/6/2012	MARCH 6, 2012 PRIMARY ELECTION	Y	N			N	N	N	
26	11/8/2011	NOVEMBER 8, 2011 GENERAL ELECTION	Y	Y	ECLE03E		Y	N	N	ECLE03E.01
27	11/2/2010	NOVEMBER 2, 2010 GENERAL ELECTION	Y	Y	ECLE03E		Y	N	N	ECLE03E.01

Cecil G King Voter History

28	11/3/2009	NOVEMBER 3, 2009 GENERAL ELECTION	Y	Y	Y	ECLE03E		N	N	N	ECLE03E.01
29	9/29/2009	SEPTEMBER 29, 2009 PRIMARY ELECTION	Y	Y	Y	ECLE03E	DEM	N	N	N	ECLE03E.01
30	11/4/2008	2008_NOV_GENERAL	Y	Y	Y	ECLE03E		N	N	N	ECLE03E.01
31	3/4/2008	2008_MAR_PRIMARY	Y	Y	Y	ECLE03E	DEM	Y	N	N	ECLE03E.01
32	11/6/2007	2007_NOV_GENERAL	Y	N	N			N	N	N	
33	11/7/2006	2006_NOV_GENERAL	Y	Y	Y	ECLE03E		Y	N	N	ECLE03E.01
34	11/8/2005	GENERAL_NOV_2005	Y	Y	Y	ECLE03E		Y	N	N	ECLE03E.01
35	10/4/2005	PRIMARY ELECTION	Y	Y	Y	ECLE03E	DEM	Y	N	N	ECLE03E.01
36	11/2/2004	GENERAL_NOV_2004	Y	Y	Y	ECLE03E		Y	N	N	ECLE03E.01
37	3/2/2004	2004_MAR_PRIMARY	Y	Y	Y		DEM		N	N	
38	11/5/2002	2002_NOV_GENERAL	Y	Y	Y		NONE		N	N	
39	10/2/2001	PRIMARY ELECTION	Y	Y	Y		NOPTY		N	N	
40	11/7/2000	2000_NOV_GENERAL	Y	Y	Y		NONE		N	N	

Agenda Item #12



CUYAHOGA COUNTY BOARD OF ELECTIONS

Henry F. Curtis, IV
Chairman

Inajo Davis Chappell
Member

Lisa M. Stickan
Member

Terence M. McCafferty
Member

Anthony W. Perlatti
Director

Anthony N. Kaloger
Deputy Director

CHALLENGED VOTER PACKET – NORMAN KING

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3. Norman King
 - A. Voter Information Report
 - B. Registration Form
 - C. Voter History
 - D. SOS Business Report- Studio Arts Resources Group



CUYAHOGA COUNTY BOARD OF ELECTIONS

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Anthony N. Kaloger
Deputy Director

SUMMARY

On April 17, 2023, Mr. Eric J. Brewer, a registered voter in Cleveland, Ohio, and a resident of Cuyahoga County, submitted an Ohio Secretary of State prescribed Form #257, Challenge of Right to Vote and Correction of Registration List on Mr. Norman King. Mr. Brewer resides at 3537 East 151st Street, Cleveland, Ohio. In accordance with the Election Officials Manual, Section 4.15, a “person who files the challenge must be a qualified elector in the county”. According to Mr. Norman King’s voter registration, he resides at 1735 Elsinore Street, East Cleveland, Ohio. However, Mr. Brewer is challenging the fact that his residential address is 5156 Austen Lane, Richmond Hts., Ohio.

Mr. Brewer indicates in his challenge that on December 31, 2015, Norman E. King registered Fish Inc., LLC with the Ohio Secretary of State’s Office and identified 5156 Austen Lane as his principal address. (Exhibit 16)

According to Mr. Brewer, since 1993, Mr. Norman King has been voting from the 1735 Elsinore Address.

CCBOE STATEMENTS OF FACT

- Mr. Norman King has been registered to vote in East Cleveland, Richmond Hts., and Cleveland.
- In August 2013, Mr. King moved from East Cleveland to Richmond Hts., Ohio. The address on his registration card was 5156 Austen Lane, Richmond Hts., Ohio.
- In September 2014, Mr. King voted in the Mayoral Election in Richmond Hts. Mr. King voted a provisional ballot, with a change of address from Elsinore to Austen Lane.
- In November 2015, Mr. King voted a provisional ballot in East Cleveland to change his address from Richmond Hts.
- Mr. King has been voting from the Elsinore Address since 2015.
- The Secretary of State’s business search tool has a Norman King at 1735 Elsinore St., East Cleveland as the agent for the business titled, Studio Arts Resources Group, INC.

Challenge of Right to Vote and Correction of Registration List

R.C. 3503.24

(To be filed with the Board of Elections not later than 30 days prior to the election)

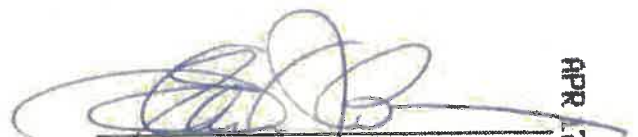
I, ERIC J. BREWER, am a qualified elector of CUYAHOGA (County)My address is 3531 E. 151ST ST., CLEVELAND (City)
(Street Address)

I hereby: (check one box below and fill in remaining information)

☒ Challenge the Right to Vote of NORMAN KING (Name of Person Challenged)whose Address is 1735 ELSINORE ST., E. CLEVELAND, CUYAHOGA
(Street Address) (City) (County)☐ Request correction of the registration list of Precinct _____ Ward _____I file this challenge or correction for the following reason(s): STATEMENT ATTACHED
* NORMAN KING'S ALLEGED RESIDENTIAL ADDRESS IS 5756 AUSTEN LN
RICHMOND HTS, OH 44143

PLEASE NOTE: The return of mail, sent by an elections official or any other individual, as undeliverable, unable to forward, or a change of address on file (NCOA) alone is insufficient to grant a challenge or application for correction. Evidence of a foreclosure action alone is insufficient to grant a challenge or correction. The fact that a voter's status is recorded in the Statewide Voter Registration Database as "active-confirmation" (also known as "inactive") alone is insufficient ground to grant a challenge or correction.

I hereby declare under penalty of election falsification that the statements above are true based on my personal knowledge, information or belief.


Signature of Elector

APR 17 23 PM 2:22

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/08/2016	201600802232	DOMESTIC FOR PROFIT CORP - ARTICLES (ARF)	99.00	0.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

NORMAN E KING
#5156 AUSTEN LANE
RICHMOND HEIGHTS, OH 44143

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted
3847071

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

FISH INC. LLC

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC FOR PROFIT CORP - ARTICLES

Effective Date: 01/04/2016

Document No(s):

201600802232



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
8th day of January, A.D. 2016.

Jon Husted
Ohio Secretary of State

[EXHIBIT 16]

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as Initial Directors.

NORMAN KING
(Name)
5156 AUSTEN LANE, RICHMOND HEIGHTS
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
RICHMOND HEIGHTS OH 44143
(City) (State) (Zip Code)

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

REQUIRED
 Must be authenticated
 (signed) by an authorized
 representative
 (See instructions)

Norman King
 Authorized Representative
NORMAN KING
(print name)

12-31-2015
 Date

Authorized Representative
(print name)

Date

Authorized Representative
(print name)

Date

VOTER INFORMATION REPORT

NORMAN E KING

PRINTED ON: 4/20/2023

VOTER ID: 420806

NAME: NORMAN E KING

RESIDENCE: 1735 ELSINORE AVE

CITY/STATE/ZIP: EAST CLEVELAND, OH 44112

CARE OF:

STREET/BX:

MAIL CITY:

MAIL STATE/ZIP:

COUNTRY:

PHONE NUMBER:

STATUS: ACTIVE

PARTY: DEMOCRAT

REG DATE: 11/03/2015

PRECINCT: ECLE03E.01

PRECINCT NAME: EAST CLEVELAND -03-E

POLLING PLACE: MAYFAIR ELEMENTARY SCHOOL
13916 MAYFAIR AVENUE

SIGNATURE:

Norman E. King

I hereby certify that the above document is a true and correct copy of the original filed at the Cuyahoga County Board of Elections.



**CUYAHOGA COUNTY
BOARD OF ELECTIONS**

Election Official:

Petry Grant Edwards

Title:

REGISTRATION Manager

Date:

April 20, 2023

Signature:

Petry Grant Edwards

[Voter Details](#) |
 [Properties](#) |
 [Flags/Misc](#) |
 [Notices](#)

[County Info](#) |
 [State Info](#) (S) |
 [\(S\)](#)

Voter ID: 420806
 Status: ▼
 Reason: BATCH PARTY UPDATE
 Affidavit: OH0014653565
 Sig: 3866448 Auto S ☐
 DMV Lic: SSN:

[Name](#) |
 [Prior Name](#) |
 [Alternate Name](#)

Name Prefix: ▼
 First: NORMAN
 Middle: E
 Last: KING
 Suffix: ▼ Bk
 St Res: 1971

Mailing

Cntry: ▼ Clear
 CareOf: ▼
 St/Bx: ▼
 City: ▼ St: ▼ Zip: ▼

Additional Address

Residence

Standard Residence Address ▼ Clear
 House#1: 1735 Frac: /- Dir: ▼
 Street: ELSINORE Type: AVE ▼
 Post: ▼ Bldg: ▼ Apt: ▼
 City: EAST CLEVELAND Zip: 44112
 Prec: ECLE03E.01 Manual ☐

Additional Address

Print

Ok

Cancel

Full Name Required 1 First name NORMAN Middle Name E.
Print clearly. Last name KINCE Suffix
Example: J., Jr., III, etc.

Date of Birth Required 2 Date of Birth 3 21 1971
M M D D Y Y Y Y

Current Ohio address Required 3 Street address (not P.O. Box) 1735 ELSINORE STREET
City / Village EAST CLEVELAND ZIP 44112

Former address Not required 4 If you do not complete this step, it will not cause your ballot to be rejected.
Have you moved without updating your voter registration? YES ☐ NO ☒
Street address (not P.O. Box)
City / Village State ZIP

Identification Required 5 If you do not provide identification at this time, you must go to the board of elections on or before the 7th day after this election to provide a qualifying form of identification.
Do ONE of the following:
• Write your full Ohio driver's license or state identification card number, or
• Write the last four digits of your Social Security number, or
• Check the box next to the form of identification you showed to the precinct election official.
Your Ohio driver's license number or state identification card number 2 letters followed by 6 numbers
Last four digits of your Social Security number
Military identification card ☐
Current (within the last 12 months) utility bill, bank statement, government check, paycheck or other government document, other than a notice of voter registration mailed by a board of elections, that contains your name and current address ☐
Photo identification that was issued by the United States government or the State of Ohio, that contains your name and current address (or your former address if the identification is an Ohio driver's license or state identification card), and that has an expiration date that has not passed ☒

Affirmation Required 6 I solemnly swear or affirm, under penalty of election falsification, that:
• I am a citizen of the United States and will be at least 18 years of age at the time of the general election.
• I have lived in this state for 30 days immediately preceding this election in which I am voting this ballot.
• I am a registered voter in the precinct in which I am voting this provisional ballot.
• I am eligible to vote in the election in which I am voting this provisional ballot.
• I understand that, if the information I provide on this provisional ballot affirmation is not fully completed and correct, if the board of elections determines that I am not registered to vote, a resident of this precinct, or eligible to vote in this election, or if the board of elections determines that I have already voted in this election, my provisional ballot will not be counted.
• I understand that, if I am not currently registered to vote or if I am not registered at my current address or under my current name, this form will serve as an application to register to vote or update my registration for future elections, as long as I provide all of the information required to register to vote or update my registration.
• I understand that knowingly providing false information is a violation of law and subjects me to possible criminal prosecution.
• I hereby declare, under penalty of election falsification, that the above statements are true and correct to the best of my knowledge and belief.
Signature X Thomas E. Kince
Today's date 11/03/2015
M M D D Y Y Y Y

WHOMEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE.

1. Are you a U.S. citizen? / ¿Es usted ciudadano de los EE.UU.? ☒ Yes / SI ☐ No / No
 2. Will you be at least 18 years of age on or before the next general election? / ¿Tendrá usted al menos 18 años de edad el día de las próximas elecciones generales o antes? ☒ Yes / SI ☐ No / No
 If you answered NO to either of the questions, do not complete this form. / Si respondió NO a cualquiera de las preguntas, no complete este formulario.

3. Last Name / Apellido: KING First Name / Nombre: NORMAN Middle Name or Initial / Segundo Nombre o Inicial: E Jr., L, etc.

4. House Number and Street (Enter new address if changed) / Número de Casa y Calle (Escriba la nueva dirección si ha cambiado): 1735 ELISINORE Apt. or Lot # / Apt. o No. de Parcela: East Cleve. 5. City or Post Office / Ciudad o Oficina de Correos: East Cleve. 6. ZIP Code / Código Postal: 44112

7. Additional Rural or Mailing Address (if necessary) / Dirección Postal o Rural Adicional (si es necesario): 8. County (where you live) / Condado (donde vive):

9. Birthdate (no entry required) / Fecha de Nac: 1-19-71 10. Ohio driver's license No. Or last 4 digits of Social Security No. (one form of ID required to be listed or provided) / No. de la licencia de conducir de Ohio o los últimos 4 dígitos del No. del Seguro Social (es necesario indicar o facilitar una forma de identificación): 11. Phone No. (voluntary) / No. Tlfno (voluntario):

12. PREVIOUS ADDRESS IF UPDATING CURRENT REGISTRATION - Previous House Number and Street / DIRECCIÓN RESIDENCIAL ANTERIOR SI ESTÁ ACTUALIZANDO EL REGISTRO ACTUAL - Número de Casa y Calle Anterior: 19305 SHAWNEE

Previous City or Post Office / Ciudad u Oficina de Correos: CLEVELAND 44119 County / Condado: State / Estado:

13. CHANGE OF NAME ONLY Former Legal Name / SOLO CAMBIO DE NOMBRE Nombre Legal Anterior: Former Signature / Firma Anterior:

14. I declare under penalty of election falsification I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election, and will be at least 18 years of age at the time of the general election. Your Signature / Su firma: Date / Fecha: 8/2/13

Declaro, so pena de fraude electoral, que soy ciudadano de los Estados Unidos, que habré vivido en este estado durante al menos los 30 días previos a las elecciones siguientes y que tendré al menos 18 años de edad en el momento de las elecciones generales. MO: MES: DAY: DÍA: YR: AÑO: Norman / King

FOR BOARD USE ONLY
 SEC4010 (Rev.09/12)
 City, Village, Twp.
 Ward
 Precinct
 School Dist.
 Cong. Dist.
 Senate Dist.
 House Dist.

Election Official Please Complete
Voter's New/Current City: Cleveland, Ohio
Ward East Cleve 03-E
Precinct: _____

For Board Use Only	
<input checked="" type="checkbox"/> OK Ballot Operator Name _____ ID # <u>420806</u>	<input checked="" type="checkbox"/> Rejected Ballot Defector Name _____ Republican Name _____

1 **Provisional Ballot Affirmation (form ccboe 12-b-1)**
VOTER; PLEASE COMPLETE ALL GRAY BOXES THAT APPLY TO YOU.
NORMAN KING PRINTED NAME OF VOTER, solemnly swear or affirm that I am a citizen of the United States
will be 18 years of age at the time of the general election, I have lived in this state for 30 days immediately preceding the election, I am a registered voter in the precinct in which I am voting this provisional ballot and that I am eligible to vote in the election in which I am voting this provisional ballot.

BOARD USE ONLY
Cleveland
CURRENT/NEW ADDRESS
Street Address: 19705 SHAWNEE
Apartment #: ✓
City: CLEVELAND Zip Code: 44110
County: CUYAHOGA

BOARD USE ONLY
ECLE038
FORMER/OLD ADDRESS
Street Address: 1735 ELSMORE ST
Apartment #: ✓
City: EAST CLEVELAND Zip Code: 44110
County: CUYAHOGA

NAME CHANGE
Former Printed Name: _____ Former Signature: _____

VOLUNTARY INFORMATION
Four Daytime Phone Number: _____ Your E-mail Address: _____

REASON FOR VOTING A PROVISIONAL BALLOT: (CHECK ALL THAT APPLIES)
☒ My name should appear on the official precinct list but does not. ☒ Requested but did not receive absent voter's ballot
☒ Change of address ☐ Other _____
☒ Change of name

FORM OF IDENTIFICATION PROVIDED: (CHECK AND COMPLETE FORM OF ID)
☒ Ohio Drivers License (provide #): Located left hand side, middle of card beginning with two letters: _____
☐ Other valid photo identification (specify): _____
☐ I cannot or will not provide valid photo identification; the last four digits of my social security number are

--	--	--	--

☐ Other: _____
☐ None

I understand that, if the above-provided information is not fully completed and correct, if the board of elections determines that I am not registered to vote as a resident of this precinct, or eligible to vote in this election, or if the board of elections determines that I have already voted in this election, my provisional ballot will not be counted. I further understand that knowingly providing false information is a violation of law and subjects me to possible criminal prosecution. I hereby declare, under penalty of election falsification, that the above statements are true and correct to the best of my knowledge and belief.

Partisan Primary Only (if partisan primary check one)
I declare, if the election is a primary election, by requesting a partisan ballot of the: ☐ Democrat ☐ Republican ☐ Issues Or
☐ Other, Specify _____ Party, I hereby state that I desire to be affiliated with and support that party.

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE

X Signature of Voter: Norman King Date of Birth: 72 Date: 10/2/12

X Signature Witnessing Election Official: _____ Date: _____

Election Official - Please complete the verification statement on the back of this envelope

Please read instructions on reverse side

Please type or print clearly with black pen

1. Are you a U.S. citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Required)			
2. Will you be 18 years of age on or before the next general election? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Required)			
If you answered NO to either of the questions, do not complete this form.			
3. Last Name REUG		First Name NORMAN	
4. House Number and Street (Enter new address if changed) 1735 ELSINORE STREET		5. City or Post Office EX	
7. Additional Rural or Mailing Address (if necessary)		6. Zip Code 44112	
9. County where you live CUYAHOGA		10. State OHIO	
11. Phone No. (voluntary)		12. PREVIOUS ADDRESS ONLY - PREVIOUS ADDRESS Previous House Number and Street	
13. CHANGE OF NAME ONLY		Former Legal Name	
14. Signature of Applicant Norman Reug		Former Signature	
Date signed 11 / 18 / 2008 (Required) MO DAY YR		15. Precinct	
16. ID Number		17. Precinct	

WHOEVER COMMITTS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE.

Cuyahoga County Board of Elections, 2925 Euclid Avenue, Cleveland, Ohio 44115-2497

RICHMOND HEIGHTS -03-B-01

Absentee Provisional Ballot

117027: 186 pages

NORMAN KING
5156 AUSTEN LN
RICHMOND HTS, 44143



Richmond Hts 03B

Provisional Ballot Affirmation
L.E. 7909.34, 2005.06, 1071, 102, 103.

Full Name Required Print clearly.	1	First name	NORMAN	Middle Name	E.
		Last name	KING	Suffix	
Date of Birth Required	2	Date of Birth	11/09/71 M M D D Y Y Y Y		
Current Ohio address Required	3	Street address (not P.O. Box)	5156 AUSTEN LANE		
		City / Village	RICHMOND HEIGHTS	ZIP	44143
Former address Not required If you do not provide your former address it will not cause your ballot to be rejected.	4	Street address (not P.O. Box)	1735 E. 13000		
		City / Village	East Cleveland	State	OH ZIP 44112
Identification Required Do ONE of the following: <input type="checkbox"/> Write your full Ohio driver's license or state identification card number, or <input type="checkbox"/> Write the last four digits of your Social Security number, or <input type="checkbox"/> Check the box next to the form of identification you showed to the precinct election official.	5	If you do not complete this step, it will not cause your ballot to be rejected. Have you moved without updating your voter registration? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If you do not provide identification at this time, you must go to the board of elections on or before the 7th day after this election to provide a qualifying form of identification. Your Ohio driver's license number or state identification card number <input type="text"/> Last four digits of your Social Security number <input type="text"/> Military identification card <input type="checkbox"/> Current (within the last 12 months) utility bill, bank statement, government check, paycheck or other government document, other than a notice of voter registration mailed by a board of elections, that contains your name and current address. <input type="checkbox"/> Photo identification that was issued by the United States government or the State of Ohio, that contains your name and current address (or your former address if the identification is an Ohio driver's license or state identification card), and that has an expiration date that has not passed. <input type="checkbox"/>			
	6	I solemnly swear or affirm, under penalty of election falsification, that: 1. I am a citizen of the United States and will be at least 18 years of age at the time of the general election. 2. I have been in this state for 30 days immediately preceding this election in which I am voting this ballot. 3. I am a registered voter in the precinct in which I am voting this provisional ballot. 4. I am eligible to vote in the election in which I am voting this provisional ballot. 5. I understand that, if the information provided on this provisional ballot affirmation is not fully completed and correct, if the board of elections determines that I am not registered to vote, a resident of this precinct, or eligible to vote in this election, or if the board of elections determines that I have already voted in this election, my provisional ballot will not be counted. 6. I understand that, if I am not currently registered to vote or if I am not registered at my current address or under my current name, this form will serve as an application to register to vote or update my registration for future elections, or both, and provide all of the information required to register to vote or update my registration. 7. I understand that knowingly providing false information is a violation of law and subjects me to possible criminal prosecution. I therefore declare, under penalty of election falsification, that the above statements are true and correct to the best of my knowledge and belief.			
Affirmation Required		Signature X			
		Today's date	11/09/22 M M D D Y Y Y Y		

For Office Use Only:

Richmond

Received by Clerk for New Card

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE.

Voter ID: 420806

Print Name over Name: Angel Simpson X.

Signature: [Signature] Date: 9/28/24

County District

RIHT 3-B

Received and Put in Ballot



#	Date	Title	Elig	Voted	Cons-Prec	Party	Poll/Voter	AV Req...	AV Returned	Orig. Precinct
1	11/08/2022									
2	08/02/2022	AUGUST 2, 2022 PRIMARY ELECTION	Y	N			N	N		
3	05/03/2022	MAY 3, 2022 PRIMARY ELECTION	Y	N			N	N		
4	11/02/2021	November 2, 2021 General Election	Y	N			N	N		
5	09/14/2021	SEPTEMBER 14, 2021 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N		ECLE03E.01
6	08/03/2021	AUGUST 3, 2021 SPECIAL CONGRESSIONAL...	Y	N			N	N		
7	11/03/2020	November 3, 2020 Presidential General Election	Y	Y	ECLE03E		Y	N		ECLE03E.01
8	03/17/2020	MARCH 17, 2020 PRIMARY ELECTION - EXT...	Y	N			N	N		
9	11/05/2019	November 5, 2019 General Election	Y	N			N	N		
10	11/06/2018	November 6, 2018 General Election	Y	Y	ECLE03E		Y	N		ECLE03E.01
11	05/08/2018	MAY 8, 2018 PRIMARY ELECTION	Y	N			N	N		
12	11/07/2017	NOVEMBER 7, 2017 GENERAL ELECTION	Y	Y	ECLE03E		Y	N		ECLE03E.01
13	09/12/2017	SEPTEMBER 12, 2017 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N		ECLE03E.01
14	12/06/2016	DECEMBER 6, 2016 EAST CLEVELAND REC...	Y	Y	ECLE03E		Y	N		ECLE03E.01
15	11/08/2016	NOVEMBER 8, 2016 PRESIDENTIAL GENER...	Y	Y	ECLE03E		N	Y		ECLE03E.01
16	06/21/2016	JUNE 21, 2016 EAST CLEVELAND WARD 3 ...	Y	N			N	N		
17	03/15/2016	MARCH 15, 2016 PRIMARY ELECTION	Y	N			N	N		
18	12/08/2015	DECEMBER 8, 2015 EAST CLEVELAND WA...	Y	N			N	N		
19	11/03/2015	NOVEMBER 3, 2015 GENERAL ELECTION	Y	Y	ECLE03E		N	N		RIHT03B.01
20	11/04/2014	NOVEMBER 4, 2014 GENERAL ELECTION	Y	N			N	N		
21	09/23/2014	9/23/2014 RICHMOND HEIGHTS MAYORAL ...	Y	Y	RIHT03B		N	N		RIHT03B.01
22	05/06/2014	MAY 6, 2014 PRIMARY ELECTION	Y	N			N	N		
23	11/05/2013	NOVEMBER 5, 2013 GENERAL ELECTION	Y	Y	ECLE03E		Y	N		ECLE03E.01
24	10/01/2013	OCTOBER 1, 2013 PRIMARY ELECTION	Y	Y	ECLE03E	DEM	Y	N		ECLE03E.01
25	11/06/2012	NOVEMBER 6, 2012 PRESIDENTIAL GENER...	Y	Y	CLEVE11G		N	Y		CLEVE11G.01
26	03/06/2012	MARCH 6, 2012 PRIMARY ELECTION	Y	N			N	N		
27	11/03/2011	NOVEMBER 8, 2011 GENERAL ELECTION	Y	N			N	N		
28	11/02/2010	NOVEMBER 2, 2010 GENERAL ELECTION	Y	N	ECLE03E		N	Y		CLEVE11G.01
29	05/04/2010	MAY 4, 2010 PRIMARY ELECTION	Y	N	ECLE03E	DEM	N	Y		ECLE03E.01
30	11/03/2009	NOVEMBER 3, 2009 GENERAL ELECTION	Y	N	ECLE03E		N	N		ECLE03E.01
31	11/04/2008	2008 NOV GENERAL	Y	Y	ECLE03E		Y	N		ECLE03E.01
32	03/04/2008	2008 MAR PRIMARY	Y	Y	ECLE03E	DEM	Y	N		
33	11/06/2007	2007 NOV GENERAL	Y	N			N	N		
34	11/07/2006	2006 NOV GENERAL	Y	Y	ECLE03E		Y	Y		ECLE03E.01
35	05/02/2006	2006 MAY PRIMARY	Y	Y	ECLE03E	DEM	Y	N		ECLE03E.01
36	11/02/2004	GENERAL NOV 2004	Y	Y	CLEVE13		Y	N		CLEVE131.01
37	11/05/2002	2002 NOV GENERAL	Y	Y		NO...	N	N		
38	10/02/2001	PRIMARY ELECTION	Y	Y		NOP...	N	N		
39	11/07/2000	2000 NOV GENERAL	Y	Y		NO...	N	N		
40	03/07/2000	2000 MAR PRIMARY	Y	Y		REP	N	N		
41	11/03/1998	GENERAL ELECTION	Y	Y		NOP...	N	N		
42	09/20/1997	PRIMARY ELECTION	Y	Y		NOP	N	N		



Mon May 08 2023

Entity#: 3851778
Filing Type: CORPORATION FOR NON-PROFIT
Original Filing Date: 01/17/2016
Location: EAST CLEVELAND-
Business Name: STUDIO ARTS RESOURCES GROUP, INC.

Status: Active
Exp. Date: 09/09/2026

Agent/Registrant Information

NORMAN KING
1735 ELSINORE STREET
EAST CLEVELAND OH 44112
01/17/2016
Active

Filings

Filing Type	Date of Filing	Document ID
DOMESTIC ARTICLES/NON-PROFIT	01/17/2016	201601700404
LETTER/RENEWAL NOTICE MAILED	09/16/2020	202026000246
CANCELED/FAILURE TO FILE/STATEMENT CONT. EXISTENCE	01/25/2021	202102501252
DOMESTIC/REINSTATEMENT	09/09/2021	202125201784

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF SECRETARY OF STATE

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 8th of May, A.D. 2023

Ohio Secretary of State

From:
Eric Brewer
Statement of facts

Re:

Brandon King,
Stephanie McCarroll-King,
Norma King,
Cecil King, Jr.,
Norman King

**STATEMENT OF FACTS REGARDING
MAYOR BRANDON LEE KING, STEPHANIE MARIE MCCARROLL-KING, NORMA
KING, CECIL KING, JR., AND NORMAN KING'S FRAUDULENT VOTING**

On March 17, 2023, I was discharging the duties of East Cleveland's Clerk of Council to validate the signatures of recall petitions East Cleveland Mayor Brandon King circulated to remove Councilor Patricia Blochowiak.

I confirmed Mayor King's signature as a circulator and an elector; and the oath he signed swearing to reside at 1735 Elsinore Street in Precinct 3E with six adults. They included Mayor King's mother, Norma King, 82; and brothers Sheldon King, 55; Cecil King, Jr., 53 and Norman King, 51. Mayor King's wife, Stephanie Marie McCarroll-King, was also registered to vote at the address. Raven Lewis, a woman a source described as Sheldon King's girlfriend, was also one of the registered voters.

[Exhibit 1]

Mayor King's alleged status as a non-resident of the political subdivision was one of the issues East Cleveland resident Charles Holmes, Sr. identified as a reason he circulated recall petitions to remove him from office in 2022. Pursuant to Section 3.15(A)(3)(B) of the Ohio Revised Code, there is a residency requirement for public officials. Failure to meet the requirement comes with a forfeiture of the office.

(A) Except as otherwise provided in division (B) of this section, at all times during one's term of office: (3) Each person holding an elective office of a political subdivision shall be a resident of that political subdivision. (B) Any person who fails to meet any of the requirements of division (A) of this section that apply to the person shall forfeit the office. Division (A) of this section applies to persons who have been either elected or appointed to an elective office.

On March 17 and 20, 2023, I visited 1735 Elsinore Street and photographed the 1300 square foot, 5-bedroom, 1-bathroom rowhouse unit Mayor King claimed as his residence with six other adults. The King family rowhouse unit was an uninhabitable, unsafe structure. **[Exhibit 2]**

All three entrances of 1735 Elsinore Street, front, side and rear, were barricaded with junk. The sidewalk and driveway were impassable. The junk in the rear yard of the King family residence extended beyond the fence line onto property owned by the East Cleveland Public Library. The front and rear porches were so filled with junk no reasonable person would believe it was inhabited by seven adults. **[Exhibit 3]** East Cleveland building official Anthony Bombalis told the complainant he cited the property's owner in 2022 for violating building ordinances.

I recalled a Facebook conversation I had with Cecil King, Jr. sometime in 2017. He explained how members of his family were not residents of 1735 Elsinore Street in East Cleveland; and that the address was used for "official" purposes. The admission affirmed that the King's had provided false information on numerous government documents. The Cecil King, Jr. conversation served as a backdrop for my review of Mayor King and his family's fraudulent voting history. **[Exhibit 4]**

"Morning Mr. Brewer. I can't speak for Norton nor wheeler nor Smedley ... but I can speak for Brandon who I assure you is in no way shape or form in need of any "brown paper bag" monies ... nor would he jeopardize his freedom for such. Now the living in EC ... we all still use the address we were born and raised in as our official address...why we all still vote in EC ... and why ...? .. because we all love the city in which we grew up .. Brandon has stated to the media and others that the city got much needed money for the land (no where near what arco got for the scrap!!), but with no one in leadership up there smart enough to see what arco was up too, they for it!..125,000

and few income tax dollars generated from the handful of jobs created... while arco walked away with estimated 20 million... now that's fuckn over black people!!!"

Stephanie Marie McCarroll (King)

Upon reviewing the voting records assigned to each registered elector, I learned McCarroll-King's last residence was located at 3837 East Antisdale Road in South Euclid, Ohio. **[Exhibit 5]**

Until December 2022, there is no official record that ever-connected McCarroll-King to the 1735 Elsinore Street address as her residence. Currently, McCarroll appears to be using the name Stephanie Marie King with the Ohio Department of Nursing. The state agency identifies her as residing in Euclid, Ohio. **[Exhibit 6]**

Cuyahoga County court, marriage and property records revealed that Mayor King and McCarroll-King received a marriage license on February 14, 2022. **[Exhibit 7]** They were married on February 22, 2022.

A General Warranty Deed filed with the Cuyahoga County Recorder's office includes two affidavits the newly wedded couple filed on February 28, 2022. **[Exhibit 8]**

The General Warranty Deed transferred their home at 3837 East Antisdale Road to Bernard Fryshman and Rivka Gittel Lerman for \$115,000. Mayor King's affidavit is dated February 24, 2022. McCarroll-King affidavit is dated February 23, 2022. **[Exhibit 8]**

On November 8, 2022, McCarroll-King entered a polling location to vote at a precinct, during a **federal general election**, under the address of the home she and Mayor King sold to Fryshman-Lerman 9 months earlier. **[Exhibit 9]**

The next month, December 2022, McCarroll-King became the seventh adult to swear to an oath on official forms that 1735 Elsinore Street was her statutory place of residence. **[Exhibit 9]**

On January 19, 2023, the Ohio Department of Taxation filed a judgement lien against the Fryshman-Lerman home at 3837 East Antisdale Road home because of McCarroll-King's tax delinquency. **[Exhibit 10]**

Norma King

Norma King is Mayor King's 82-year-old mother. The property records of the Cuyahoga County Auditor show Norma King, and her late husband Cecil King, Sr., purchasing 5156 Austen Lane, Richmond Heights, Ohio, on January 22, 1990 for \$46,000. **[Exhibit 11]**

Cecil King, Sr's certificate of his January 4, 2012 death identify his residence, and that of his wife, Norma's, at 5156 Austen Lane in Richmond Heights, Ohio. **[Exhibit 12]**

On the Statutory Power of Attorney form Norma King used to designate Brandon King, Sheldon King, Norman King and Cecil King, Jr. as successors to the 5156 Austen Lane property, she affirmed on October 25, 2012 that it was her residential address. **[Exhibit 13]**

Online Cuyahoga County Board of Election voting records identify Norma King, as voting from 1735 Elsinore Street in East Cleveland in elections beginning in November 1990 through 2022; all while residing at 5156 Austen Lane in Richmond Heights, Ohio. Her 1990 vote in East Cleveland occurred 11 months after she and her husband purchased their new Richmond Heights home. **[Exhibit 14]**

Cecil King, Jr.

Cecil King, Jr. owns nine residential properties between Cleveland, Cleveland Heights and Garfield Heights, Ohio. In a Facebook message to the complainant, sometime in 2017, Cecil King, Jr. confirmed that 1735 Elsinore was not his residence; or the residence of the other King family members. He affirmed that individual members of the King family were engaged in election fraud, and election falsification, because they "love the city in which we grew up."

According to Cecil King's statement, and Cuyahoga County Board of Election records, his election

fraud occurred between 2000 and 2022 when he voted from a residence and precinct where he did not reside. [Exhibit 15] In 2003, Cecil King, Jr. pleaded guilty for compelling prostitution CR-03-447238-C while, allegedly, residing at 1735 Elsinore Street.

Norman E. King

Norman E. King is one of the brothers Cecil King, Jr. confirmed was not an East Cleveland resident; but a member of his family who lived in another political subdivision while falsifying voter records to claim residence in East Cleveland.

On December 31, 2015, Norman E. King registered Fish Inc. LLC with the Ohio Secretary of State and identified 5156 Austen Lane as his principal address. [Exhibit 16]

Online voting records in 2015 show Norman King as voting from 1735 Elsinore in November. He appears to have voted from the address since 1993. [Exhibit 17]

Sheldon King

According to records on file with the Cuyahoga County Auditor's office, Sheldon King co-owns 1735 Elsinore Street with brothers Brandon, Norman and Cecil, Jr. Sheldon King appears to be the only King to have resided at the address as an adult. [Exhibit 18]

Records on file with the East Cleveland Division of Police identify 1735 Elsinore Street as being raided twice for drug sales; and Sheldon King as having been present and arrested during raids in 2010 and 2005. CR-10-533461-A is a drug trafficking case Sheldon King pleaded guilty to in 2010. CR-05-474791-A is a drug trafficking case he pleaded guilty to in 2005. CR-88-224401-D is a drug trafficking case he pleaded guilty to in 1988. No other member of the King family, who claimed to be residents of 1735 Elsinore Street, was arrested and charged for the drugs Sheldon has sold from their home since his 1988 arrest. [Exhibit 19]

Voting in federal elections, from addresses where voters don't continuously reside, violates Chapter 52 of the United States Code, Section 10307(c). Congress enacted it under the heading, "Prohibited acts."

False information in registering or voting; penalties. Whoever knowingly or willfully gives false information as to his name, address or period of residence in the voting district for the purpose of establishing his eligibility to register or vote, or conspires with another individual for the purpose of encouraging his false registration to vote or illegal voting, or pays or offers to pay or accepts payment either for registration to vote or for voting shall be fined not more than \$10,000 or imprisoned not more than five years, or both: Provided, however, That this provision shall be applicable only to general, special, or primary elections held solely or in part for the purpose of selecting or electing any candidate for the office of President, Vice President, presidential elector, Member of the United States Senate, Member of the United States House of Representatives, Delegate from the District of Columbia, Guam, or the Virgin Islands, or Resident Commissioner of the Commonwealth of Puerto Rico.

The instruction not to place false information on voter registration and change of address applications, or to cast ballots from an address that is not a voter's legal residence, is also found at Chapter 52 of the United States Code, Section 20511 under the heading, "Criminal penalties."

A person, including an election official, who in any election for Federal office—
(2) knowingly and willfully deprives, defrauds, or attempts to deprive or defraud the residents of a State of a fair and impartially conducted election process, by— (A) the procurement or

submission of voter registration applications that are known by the person to be materially false, fictitious, or fraudulent under the laws of the State in which the election is held; or (B) the procurement, casting, or tabulation of ballots that are known by the person to be materially false, fictitious, or fraudulent under the laws of the State in which the election is held, shall be fined in accordance with title 18 (which fines shall be paid into the general fund of the Treasury, miscellaneous receipts (pursuant to section 3302 of title 31), notwithstanding any other law), or imprisoned not more than 5 years, or both.

At all times, the registered electors claiming residence at the same address were required to comply with R.C. 3503.01, R.C. 3503.02, R.C. 3503.06, R.C. 3503.07, R.C. 3503.16 and R.C. 3511.99.

The Ohio general laws require electors to inhabit a residence in the precinct where they vote.

Under state laws it is a 5th degree felony to place false residence information on voter registration and change of address cards. R.C. 3599.11(A) was enacted by the General Assembly under the heading, "False voter registration - registration forms." It reads as follows:

No person shall knowingly register or make application or attempt to register in a precinct in which the person is not a qualified voter; or knowingly aid or abet any person to so register; or attempt to register or knowingly induce or attempt to induce any person to so register; or knowingly impersonate another or write or assume the name of another, real or fictitious, in registering or attempting to register; or by false statement or other unlawful means procure, aid, or attempt to procure the erasure or striking out on the register or duplicate list of the name of a qualified elector therein; or knowingly induce or attempt to induce a registrar or other election authority to refuse registration in a precinct to an elector thereof; or knowingly swear or affirm falsely upon a lawful examination by or before any registering officer; or make, print, or issue any false or counterfeit certificate of registration or knowingly alter any certificate of registration. No person shall knowingly register under more than one name or knowingly induce any person to so register. No person shall knowingly make any false statement on any form for registration or change of registration or upon any application or return envelope for an absent voter's ballot. **Whoever violates this division is guilty of a felony of the fifth degree.**

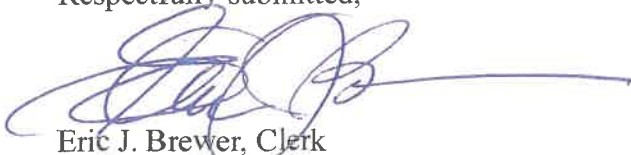
It was obvious from its unsafe condition that the property was not occupied by seven adults.

It was obvious from the property's unsafe condition that Mayor King and McCarroll-King have not made the uninhabitable 1735 Elsinore Street their residence as a married couple.

It was obvious Mayor King, McCarroll-King, Norma King, Norman King, Cecil King, Sheldon King and Raven Lewis were not family household occupants who resided, daily, at 1735 Elsinore Street with the Mayor and his wife. It was not the residence Mayor King, Norma King, Norman King and Cecil King left and intended to return to from their daily absences.

It appears on official records that four King's and McCarroll's only use of the address has been to fraudulently claim it as a residence on official government documents for voting purposes.

Respectfully submitted,



Eric J. Brewer, Clerk
East Cleveland City Council

Search Voter

Voter ID: House: Apt:

Last Name: Initial: Street: City: Zip:

☒ Active
☒ Inactive
☒ Pending
☐ Cancelled

S	Last Name	First Name	Int	Suf	House	Pre	Street	Type	Apt	City	Zip	ID
A	KING	BRANDON	CE		1735		ELSDORE	AVE		EAST CLEVELAND	44112	1804750
A	KING	CECIL	G	JR	1735		ELSDORE	AVE		EAST CLEVELAND	44112	420802
A	KING	NORMA	L		1735		ELSDORE	AVE		EAST CLEVELAND	44112	420805
A	KING	NORMAN	E		1735		ELSDORE	AVE		EAST CLEVELAND	44112	420806
A	KING	SHELDON	CE		1735		ELSDORE	AVE		EAST CLEVELAND	44112	1907128
A	LEWIS	RAVEN	LY		1735		ELSDORE	AVE		EAST CLEVELAND	44112	254772
A	MCCARROLL	STEPHANIE	M		1735		ELSDORE	AVE		EAST CLEVELAND	44112	1804750

Records on file with the Cuyahoga County Board of Elections identifies 7 adults claiming to all reside at the uninhabitable rowhouse unit at 1735 Elsinore Street. Stephanie McCarroll registered at the uninhabitable property in December 2022 after voting in the November 8, 2022 federal general election from 3837 East Antisdale in South Euclid, Ohio. The 3837 East Antisdale home is the one she sold to Bernard Fryshman and Rivka Gittel Lerman on February 27, 2022; 5 days after she was licensed to marry Mayor Brandon L. King on February 22, 2022.

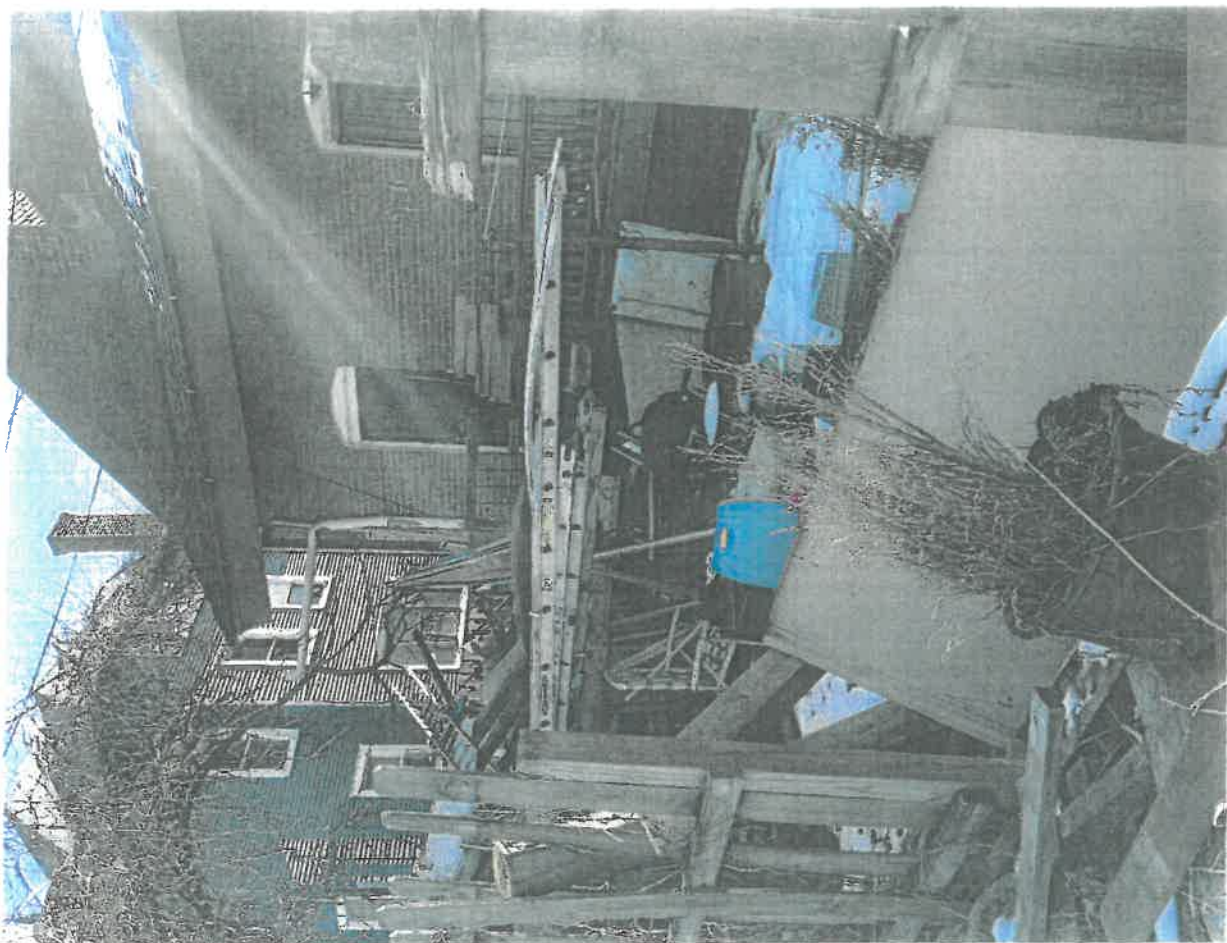
[EXHIBIT 1]



1735 Elsinore Street as it was photographed by the Clerk of Council on March 17, 2023.

[EXHIBIT 2]

1



Rear of 1735 Elsinore Street as it was photographed by the Clerk of Council on March 20, 2023.

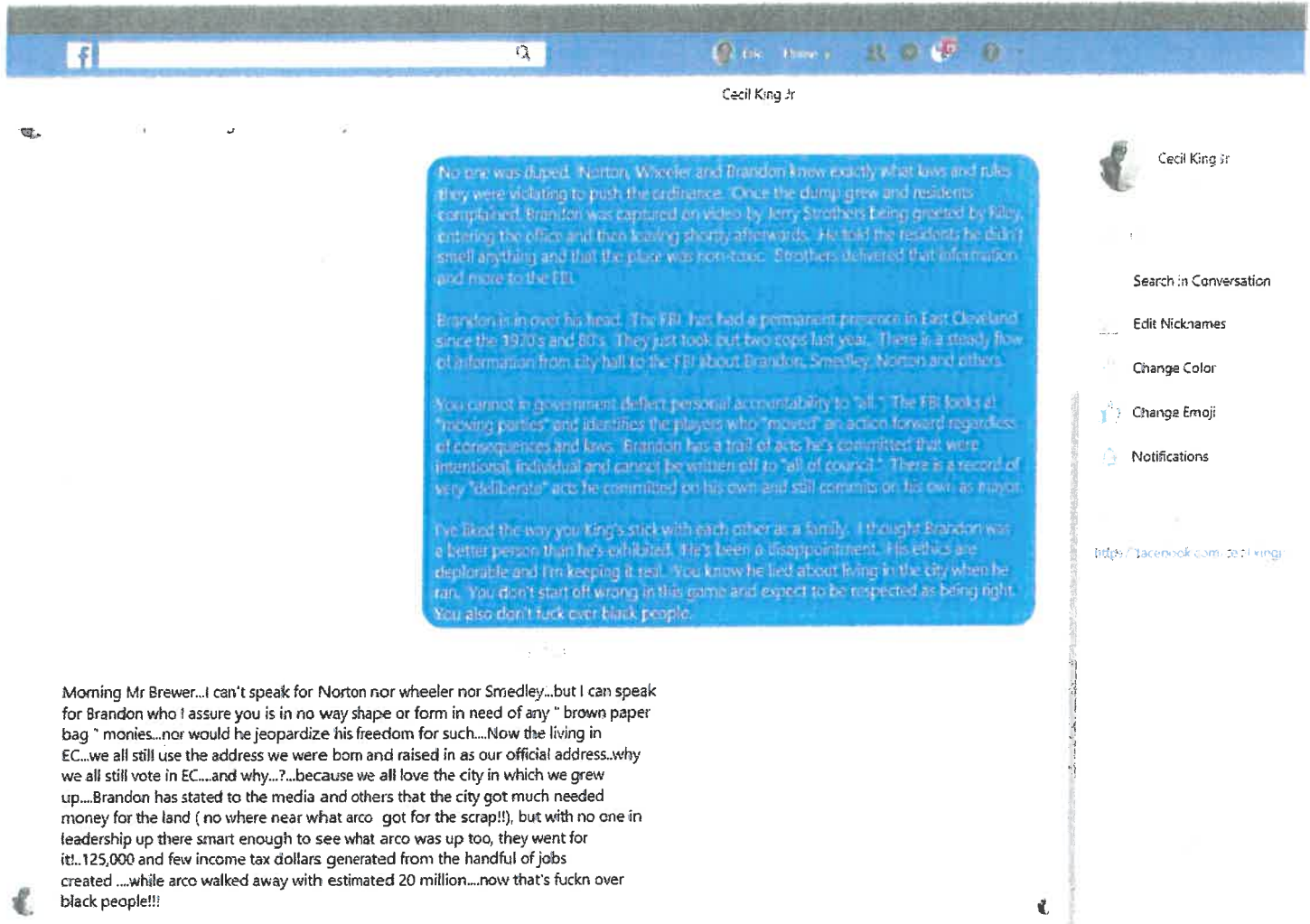
[EXHIBIT 3]

2 Henry
3



Rear of 1735 Elsinore Street as it was photographed by the Clerk of Council on March 20, 2023.

[EXHIBIT 3]



[EXHIBIT 4]

New Search

Displaying 1 through 8 (out of 8) matching your search criteria.

Name	Address	Role	Case Number	Case Caption
MCCARROLL STEPHANIE M	3837 E ANTISDALE RD	DEFENDANT	<u>CV-15-845738</u>	CAPITAL ONE BANK (USA), N.A. v STEPHANIE M MCCARROLL
MCCARROLL STEPHANIE M	3837 E ANTISDALE RD	DEBTOR	<u>JL-15-750054</u>	CAPITAL ONE BANK USA NA v STEPHANIE M MCCARROLL
MCCARROLL STEPHANIE M	3837 E ANTISDALE RD	DEBTOR	<u>GR-15-005976</u>	CAPITAL ONE BANK USA NA v STEPHANIE M MCCARROLL
MCCARROLL STEPHANIE M	3837 EAST ANTISDALE ROAD	DEBTOR	<u>JL-17-803065</u>	THE CITY OF SOUTH EUCLID, OHIO v STEPHANIE M MCCARROLL
MCCARROLL STEPHANIE M	3837 E ANTISDALE RD	DEBTOR	<u>JL-23-132260</u>	STATE OF OHIO DEPARTMENT OF TAXATION v MCCARROLL, STEPHANIE M
MCCARROLL STEPHANIE M.	3837 E ANTISDALE ROAD	DEFENDANT	<u>CV-16-871621</u>	US BANK NATIONAL ASSOCIATION v STEPHANIE M MCCARROLL, ET AL
MCCARROLL STEPHANIE M.	3837 EAST ANTISDALE ROAD	DEFENDANT	<u>CV-18-892542</u>	U.S. BANK NATIONAL ASSOCIATION v STEPHANIE M. MCCARROLL, ET AL.
MCCARROLL STEPHANIE M.	3837 EAST ANTISDALE ROAD	DEFENDANT	<u>CV-21-953838</u>	CITY OF SOUTH EUCLID OHIO v STEPHANIE M. MCCARROLL

Only the official court records available from the Cuyahoga County Clerk of Courts, available in person, should be relied upon as accurate and current.
[Website Questions or Comments.](#)

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[EXHIBIT 5]

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License Look Up

PRINTER FRIENDLY VERSION

Stephanie Marie King

The search results for the license holder are listed to the right.

Current Date & Time

4/14/2023 2:10 PM

Status

Active

Sub-Status

[EXHIBIT 6]

Compact/Multi-State Eligible
Single-State

Sub-Category

Board
Nursing Board

License Type
Registered Nurse (RN)

Sub-Category

License Number
RN.347723

License Issue Date
02/06/2009

License Effective Date
08/16/2021

License Expiration Date
10/31/2023

City
Euclid

State
OH

Country
United States
Board Action
No

Endorsements:

Endorsement Number	Endorsement Type	Status	Sub- Status	Sub- Category	Issue Date	Expiration Date	Board Action	View	National Certifications
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No data available in table

Current date & time: 4/14/2023 2:10 PM

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- PRIVACY NOTICE (OH_PRIVACYNOTICE)

[WWW.OHIO.GOV](http://www.ohio.gov) ([HTTP://WWW.OHIO.GOV](http://www.ohio.gov))

GENERAL TERMS (OH_GENERALTERMS)

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Marriage License

This License Valid Only In Ohio
NOT VALID AFTER SIXTY DAYS FROM DATE

2022ML67551

The State of Ohio, Cuyahoga County

To Any Person Legally Authorized to Solemnize Marriages in the State of Ohio:

I, the undersigned,

JUDGE ANTHONY J. RUSSO

*of the Court of Common Pleas, Probate Division, within and for the County
and State aforesaid, have licensed, and do hereby License and Authorize*

STEPHANIE MARIE MCCARROLL

And

BRANDON LEE KING

to be joined in Marriage.

*In witness whereof, I have hereunto subscribed my name and affixed the
seal of said Court, at Cleveland, Ohio, this 14th day of February, 2022.*



[Signature of Judge Anthony J. Russo]

Judge

By

[Signature of Angela Melton]

Deputy Clerk

The above marriage was solemnized this _____ day of _____ 20__

by _____

at _____ Ohio _____

[EXHIBIT 7]

CUYAHOGA COUNTY FISCAL OFFICER

704-26-005 *Handwritten Signature* 2/27/2022
B-02282022-20

FRYSHMAN, BERNARD & LER Tax Dist. 3330

Survivorship Deed LUC: 5100 EX:

Sale Amt: \$ 115,000.00 LAND: 19,700

Conv. Fee: \$ 460.00 BLDG: 83,300

Ohio Real Title TOTAL: 103,000



* 1 0 7 4 4 2 9 *

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICERS - 3
DEED 2/28/2022 3:19:44 PM
202202280661

GENERAL WARRANTY DEED

STEPHANIE M. MCCARROLL, married to **BRANDON LEE KING**, and for valuable consideration paid, grants, with general warranty covenants, to **BERNARD FRYSHMAN** and **RIVKA GITTEL LERMAN**, for their joint lives, remainder to the survivor of them, the following real property:

Situated in the City of South Euclid, County of Cuyahoga, and State of Ohio:

And known as being Sublot No. 472 in the Rapid Transit Land Company's Subdivision No. 17A of part of original Euclid Township Lot No. 24, Tract 2, as shown by the recorded plat in Volume 81 of Maps, Page 32 of Cuyahoga County Records, and being 45 feet front on the northerly side of East Antisdale Road and extending back of equal width 105 feet as appears by said plat, be the same more or less, but subject to all legal highways.

Tax Mailing Address: _____

Except a) any mortgage assumed by Grantee; b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable.

Permanent Parcel Number: 704-26-005

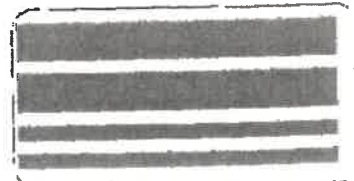
Prior Instrument Reference: 201007090504

Property Address: 3837 East Antisdale Road, South Euclid, OH 44118

Page 1 of 2

OHIO REAL TITLE
163639

[EXHIBIT 8]



Executed by **STEPHANIE M. MCCARROLL**, this the 23 day of February, 2022.

Stephanie M. McCarroll
STEPHANIE M. MCCARROLL

State of Ohio
County of Cuyahoga

This is an acknowledgment clause. No oath or affirmation was administered to the signer.

The foregoing instrument was acknowledged before me this 23 day of February, 2022 by **STEPHANIE M. MCCARROLL**.

Vicky Lynn Basney
NOTARY PUBLIC


This document was prepared by:
Leonard A. Cuilli
Sandhu Law Group, LLC
1213 Prospect Ave., STE 300
Cleveland, OH 44115
(216) 373-1001
2022-02-0541-163639



VICKY LYNN BASNEY
Notary Public
State of Ohio
My Comm. Expires
March 10, 2026

BRANDON LEE KING, spouse of **STEPHANIE M. MCCARROLL**, releases all rights of dower therein.

Executed by **BRANDON LEE KING**, the 24 day of February 2022.



BRANDON LEE KING

State of Ohio
County of Cuyahoga

This is an acknowledgment clause. No oath or affirmation was administered to the signers.

The foregoing instrument was acknowledged before me this 24 day of February, 2022 by **BRANDON LEE KING**.



NOTARY PUBLIC



VICKY LYNN BASNEY
Notary Public
State of Ohio
My Comm. Expires
March 10, 2026

Get Your Voting Information

Voter

STEPHANIE M. MCCARROLL

Date of birth

12/16/1979

Address

1735 ELSINORE AVE
EAST CLEVELAND, OH 44112

Current polling location

MAYFAIR ELEMENTARY SCHOOL
13916 MAYFAIR AVENUE
EAST CLEVELAND, OH 44112

[Map and directions](#)

Precinct

EASTCLEVELAND-03-E

Party Affiliation

Democrat

District

- CONGRESSIONAL DISTRICT 11
- COUNTY COUNCIL DISTRICT 10
- EAST CLEVE CSD -TAX ID # 1812
- EAST CLEVE MUNI COURT DISTRICT
- EAST CLEVELAND LIBRARY DISTRICT
- EAST CLEVELAND WARD 3
- HOUSE DISTRICT 22
- METROPARKS DISTRICT
- STATE BOARD OF EDU DISTRICT 10
- STATE SENATE DISTRICT 21

— Participation History

NOTE: Voter participation data may not be immediately available at the end of an election. Please allow for certifications and data entry.

11/8/2022

Precinct: SOUTH EUCLID -04-A

Ballot Type: Poll

Election Date: 11/8/2022


Mailed Date: 1/1/0001


Processed Date: 1/1/0001


Returned Date: 1/1/0001


[EXHIBIT 9]


Returned Date: 1/1/0001


 11/3/2020 Precinct: SOUTH EUCLID -04-A
Ballot Type: Poll
Election Date: 11/3/2020
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


 3/17/2020 Precinct: SOUTH EUCLID -04-A
Ballot Type: Absentee
Election Date: 3/17/2020
Mailed Date: 3/7/2020
Processed Date: 3/7/2020
Returned Date: 3/7/2020

 11/5/2019 Precinct: SOUTH EUCLID -04-A
Ballot Type: Poll
Election Date: 11/5/2019
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


 11/6/2018 Precinct: SOUTH EUCLID -04-A
Ballot Type: Poll
Election Date: 11/6/2018
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


 11/7/2017 Precinct: SOUTH EUCLID -04-A
Ballot Type: Poll
Election Date: 11/7/2017
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


 11/8/2016 Precinct: SOUTH EUCLID -04-A
Ballot Type: Poll
Election Date: 11/8/2016
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


 3/15/2016 Precinct: SOUTH EUCLID -04-A
Ballot Type: Poll
Election Date: 3/15/2016
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


Returned Date: 1/1/0001


 **11/4/2014** **Precinct:** SOUTH EUCLID -04-A
Ballot Type: Poll
Election Date: 11/4/2014
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


 **11/6/2012** **Precinct:** SOUTH EUCLID -04-A
Ballot Type: Poll
Election Date: 11/6/2012
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 **11/8/2011** **Precinct:** SOUTH EUCLID -04-A
Ballot Type: Poll
Election Date: 11/8/2011
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 **11/4/2008** **Precinct:** CLEVELAND -01-P
Ballot Type: Absentee
Election Date: 11/4/2008
Mailed Date: 9/19/2008
Processed Date: 9/19/2008
Returned Date: 10/16/2008

 **3/4/2008** **Precinct:** CLEVELAND -01-P
Ballot Type: Absentee
Election Date: 3/4/2008
Mailed Date: 2/5/2008
Processed Date: 2/5/2008
Returned Date: 2/21/2008

 **11/7/2006** **Precinct:** CLEVELAND -01-P
Ballot Type: Poll
Election Date: 11/7/2006
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 **11/2/2004** **Precinct:** CLEVELAND-01- P
Ballot Type: Poll
Election Date: 11/2/2004
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

Returned Date: 1/1/0001

 [11/5/2002](#)

Precinct:
Ballot Type: Poll
Election Date: 11/5/2002
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 [11/6/2001](#)

Precinct:
Ballot Type: Poll
Election Date: 11/6/2001
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 [5/8/2001](#)

Precinct:
Ballot Type: Poll
Election Date: 5/8/2001
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 [11/7/2000](#)

Precinct:
Ballot Type: Poll
Election Date: 11/7/2000
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

Ballot

There are no upcoming elections for your precinct. Please check back at a later date

Attention

Public Safety Officials

If you are a public safety professional that has submitted an Ohio Attorney General Request to Redact Address form to the Cuyahoga County Board of Elections to redact your home address from the public database, your voter registration information is not available through the online voter query.
Please call the Board of Elections to verify your registration information.

 [216-443-VOTE \(8683\)](tel:216-443-VOTE)

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[Registration](#)

[Ballot Request](#)

[Ballot Request](#)

[Ballot Request](#)

[Ballot Request](#)

[Additional Information](#)

[Additional Information](#)

[Additional Information](#)

[Additional Information](#)

[Additional Information](#)

[Registered Mail](#)

[Registered Mail](#)

Service

Party Role	Name	Service Description	Sent Date	Response	Response Date
DT(1)	STEPHANIE M MCCARROLL	N/A			
C(1)	STATE OF OHIO	N/A			

Case Parties

DEBTOR (1)	STEPHANIE M MCCARROLL 3837 E ANTISDALE RD SOUTH EUCLID, OH 44118-0000
CREDITOR (1)	STATE OF OHIO PO BOX 89471 CLEVELAND, OH 44101-0000

Docket Information

Filing Date	Docket Party	Docket Type	Docket Description	View Image
01/19/2023	N/A	JL	JUDGMENT AMT: \$2179.39 RENDERED BY: CUY CTY COMMON PLEAS ORIGINATING CASE NO.: JL23132260 JUDGMENT LIEN CASE#: JL23132260 CREDITOR: STATE OF OHIO DEPARTMENT OF TAXATION DEBTOR: MCCARROLL, STEPHANIE M INTEREST AT: 5% INTEREST FROM DATE: 01/07/2023 COSTS: JUDGMENT DATE: 01/07/2023 DOCKET (JOURNAL): 1380 PAGE: ST23695238 TIME FILED: 01/19/2023 09:10:40 LIEN COST: PAID BY: SERIAL NUMBER: 02202202521103 ACCOUNT NUMBER: STATE LIEN FILED. COST AT SATISFACTION \$40.00 CLERK FEE \$10.00 COMPUTER MAINTENANCE & \$5.00 SATISFACTION FEE	
01/19/2023	N/A	SF		

[EXHIBIT 10]

CASE INFORMATION**JL-23-132260 STATE OF OHIO DEPARTMENT OF TAXATION vs. MCCARROLL, STEPHANIE M**[View Printer Friendly Version](#)**Summary****Case Number:** JL-23-132260**Case Title:**

STATE OF OHIO DEPARTMENT OF TAXATION vs. MCCARROLL, STEPHANIE M

Case Designation:

JUDGMENT LIEN - CUYAHOGA CP

Filing Date:

01/19/2023

Judge:

N/A

Magistrate

N/A

Mediator:

N/A

Room:

N/A

Next Action:

N/A

File Location:

N/A

Last Status:

ACTIVE

Last Status Date:

01/19/2023

Last Disposition:

N/A

Last Disposition Date:

N/A

Prayer Amount:

\$.00

Court of Appeals Case:

N/A

Original Case:

N/A

Refilled Case:

N/A

Only the official court records available from the Cuyahoga County Clerk of Courts, available in person, should be relied upon as accurate and current.
[Website Questions or Comments.](#)

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Costs

There are no costs currently assigned to this case

Only the official court records available from the Cuyahoga County Clerk of Courts, available in person, should be relied upon as accurate and current.
[Website Questions or Comments.](#)

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CASE INFORMATION

JL-23-132260 STATE OF OHIO DEPARTMENT OF TAXATION vs. MCCARROLL, STEPHANIE M

[View Printer Friendly Version](#)

Docket Information

From Filing Date

[SELECT ▼]

[SELECT ▼]

[SELECT ▼]

[SELECT ▼]

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[SELECT ▼]

Filter Results

Start Search

Filing Date	Docket Party	Docket Type	Docket Description	View Image
01/19/2023	N/A	JL	JUDGMENT AMT: \$2179.39 RENDERED BY: CUY CTY COMMON PLEAS ORIGINATING CASE NO.: JL23132260 JUDGMENT LIEN CASE#: JL23132260 CREDITOR: STATE OF OHIO DEPARTMENT OF TAXATION DEBTOR: MCCARROLL, STEPHANIE M INTEREST AT: 5% INTEREST FROM DATE: 01/07/2023 COSTS: JUDGMENT DATE: 01/07/2023 DOCKET (JOURNAL): 1380 PAGE: ST23695238 TIME FILED: 01/19/2023 09:10:40 LIEN COST: PAID BY: SERIAL NUMBER: 02202202521103 ACCOUNT NUMBER:	
01/19/2023	N/A	SF	STATE LIEN FILED. COST AT SATISFACTION \$40.00 CLERK FEE \$10.00 COMPUTER MAINTENANCE & \$5.00 SATISFACTION FEE	

Only the official court records available from the Cuyahoga County Clerk of Courts, available in person, should be relied upon as accurate and current.
[Website Questions or Comments](#)

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CUYAHOGA COUNTY, MyPlace

Search

City Entire County

Search By

☐☐☐☐☒

66218057 | KING, NORMA TRUSTEE | 5156 AUSTEN LN | RICHMOND HEIGHTS | 44143

PROPERTY DATA

General Information

Transfers

Values

Land

Building Information

Building Sketch

Other Improvements

Permits

Property Summary Report

TAXES

Summary By Tax Year

Tax Bill

28

EXHIBIT 117

LEGAL RECORDINGS

Get a Document List

ACTIVITY

Informal Reviews

Board of Revisions Cases

662-18-057
KING, NORMA TRUSTEE
5156 AUSTEN LN
RICHMOND HEIGHTS, OH. 44143

Transfer History

- Transfer Date: 12/11/2013
- Transfer Date: 05/13/2013
- Transfer Date: 01/22/1990

Transfer Date: 1/22/1990 12:00:00 AM
AF Number: V90004060002
Receipt: 00452E

Parcel	Deed Type	Vol / Page	Sales Amt	Convey Fee	Convey No	Multiple Sale / No of Parcels
662-18-057	Survivorship Deed	00406 / 0002	\$49,000.00	\$196.00		0 / 0

Grantee(s)	Grantor(s)
KING, CECIL & NORMA King Norma	Simcon Homes, Inc.

Transfer Date: 07/31/1989**Transfer Date: 01/01/1988**

Updated: 04/14/2023 03:15:33 AM

Disclaimer: Cuyahoga County provides this geographic data and related analytical results as a free public service on an "as is" basis. Cuyahoga County makes no guarantee(s) or warranty(ies) as to the accuracy, completeness, or timeliness of the information contained herein, and said information is not intended to, nor does it, constitute an official public record of Cuyahoga County. While much of the data contained herein is compiled from public records, the official records of the public office or agency from which they were compiled remains the official record of any such public office or agency. **By accessing, viewing or using any part of the site, you expressly acknowledge you have read, agree to and consent to be bound by all of the terms and conditions listed on this site. Routine maintenance is performed on Fridays and disruptions may occur. We apologize for any inconvenience.**

WATER DEPARTMENT OFFICIALS: AS OF JANUARY 1, 2021 PLEASE UTILIZE THE TRANSFER TAB ON THE MYPLACE SITE TO DETERMINE OWNERSHIP FOR CREATING OR CLOSING ACCOUNTS. PARCEL DATA ON PROPERTY TRANSFERS ARE UPDATED DAILY. THEREFORE, YOU CAN NOW RELY ON THIS SITE FOR ACCURATE REAL PROPERTY OWNERSHIP. YOU ARE ALSO WELCOME TO ACCEPT COPIES OF RECORDED DEEDS FROM OUR OFFICE.

THANK YOU

Reg. Dist. No. 18
Primary Reg. Dist. No. 1801
Registrar's No. 2012-000178

Ohio Department of Health
VITAL STATISTICS
CERTIFICATE OF DEATH

State File No.

1. Decedent's Legal Name (Include AKA's if any) (First Middle, LAST, suffix) CECIL GEORGE KING SR				2. Sex Male		3. Date of Death (Mo/Day/Year) January 04, 2012	
4. Social Security Number 287-26-9727		5a. Age (Years) 77	5b. Under 1 Year Months	5c. Under 1 day Hours	6. Date of Birth (Mo/Day/Year) November 20, 1934		7. Birthplace (City and State or Foreign Country) CLEVELAND, OHIO
8a. Residence State OHIO		8b. County CUYAHOGA			8c. City or Town RICHMOND HEIGHTS		
8d. Street and Number 5156 Austen Lane				8e. Apt. No.	8f. Zipcode 44143	8g. Inside City Limits? Yes	
9. Ever in US Armed Forces? Yes		10. Marital Status at Time of Death Married		11. Surviving Spouse's Name (If wife, give name prior to first marriage) NORMA MILES			
12. Decedent's Education BACHELORS DEGREE (E.G., BA, AB, BS)		13. Decedent of Hispanic Origin No		14. Decedent's Race Black			
15. Father's Name HENRY C KING				16. Mother's Name (prior to first marriage) ENNA NEVERS			
17a. Informant's Name NORMA KING				17b. Relationship to Decedent Wife		17c. Mailing Address (Street and Number, City, State, Zip Code) 5156 Austen Lane RICHMOND HEIGHTS, OHIO 44143	
18a. Place of Death Hospital - Inpatient				18b. City or Town, State and Zip Code CLEVELAND, OH 44106		18c. County of Death CUYAHOGA	
19. Signature of Funeral Service Licensee or Other Agent <i>William F. Boyd, Jr.</i>				20. License Number (of licensee) 005699		21. Name and Complete Address of Funeral Facility E F BOYD & SON FUNERAL HOME 2165 E 89TH ST CLEVELAND, OH 44106	
22a. Method of Disposition Burial				22b. Date of Disposition January 12, 2012		22c. Location (City/Town and State) CLEVELAND, OH	
22d. Place of Disposition (Name of Cemetery, Crematory, or other place) Lake View Cemetery				23. Date of Disposition JAN 12 2012			
24. Registrar's Signature <i>Morry A. Blech</i>				25a. District No. 1800		25b. Date Burial Permit Issued 01/09/2012	
26a. Certifier (Check only one) <input checked="" type="checkbox"/> Certifying Physician To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner stated. <input type="checkbox"/> Coroner On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated.				26b. Time of Death 15:30			
26c. Date Pronounced Dead (Mo/Day/Year) January 04, 2012				26d. Was case referred to coroner? No			
26e. Signature and Title of Certifier <i>William F. Boyd, Jr.</i>				26f. License number 35.097623		26g. Date Signed January 9, 2012	
27. Name (Last, First, Middle) and Address of Person who Completed Cause of Death XIONG, WEI, 11100 Euclid Avenue CLEVELAND, OH 44106							
28. Part I. Enter the disease, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Type or print in permanent blue or black ink.							
Immediate Cause (Final disease or condition resulting in death)		a. Intracerebral Hemorrhage					Approximate Interval Between Onset and Death 2 weeks
Sequentially list conditions, if any, leading to immediate cause.		b. Due to (or as Consequence of)					
Enter Underlying Cause (Disease or injury that initiated events resulting in a death)		c. Due to (or as Consequence of)					
		d. Due to (or as Consequence of)					
Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.							
29a. Was An Autopsy Performed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				29b. Were Autopsy Findings Available Prior To Completion Of Cause of Death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable			
30. Did Tobacco Use Contribute to Death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Probably				31. If Female, Pregnancy Status <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year			
32a. Date of Injury (Mo/Day/Year)		32b. Time of Injury		32c. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
33a. Location of Injury (Street and Number or Rural Route Number, City or Town, State)							
33f. Describe How Injury Occurred:							
33g. If Transportation Injury, Specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other:							

HEA 2724 Rev. 01/07

I HEREBY CERTIFY THIS
DOCUMENT IS AN EXACT
COPY OF THE ORIGINAL FILE WITH
THE OHIO DEPARTMENT OF HEALTH.

JA-1212-011993

Morry A. Blech
REGISTRAR
OFFICE OF VITAL STATISTICS
WITNESS

[EXHIBIT 12]

Permanent 662-18-057
Parcel #:

Type Instrument: Affidavit
Tax District #: 3280
Grantee: KING, NORMA
Balance Assumed: \$ 0.00
Total Consideration: \$ 0.00
Conv. Fee Paid: \$ 0.00
Transfer Fee Paid: \$ 0.50
Fee Paid by: CASH
Exempt Code: N

Date: 5/13/2013
Tax List Year: 2013
Land Use Code: 5100
Land Value: 41,700
Building Value: 148,800
Total Value: 190,500
Rcpt: c-05132013-2
Inst #: 592145
Check #:

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 3
DEAF 5/13/2013 3:11:04 PM
201305130955

[Signature]
Cuyahoga County Fiscal Officer

STATE OF OHIO

COUNTY OF CUYAHOGA

) ss:
)

AFFIDAVIT OF SURVIVING
SPOUSE OR JOINT SURVIVOR
(R.C. Sec. 5302.17)

NORMA KING, being first duly sworn, deposes and says as follows:

1) That CECIL KING and NORMA KING are joint owners of property under a duly recorded survivorship deed.

2) That the property is known as 5156 AUSTEN LANE, RICHMOND HTS., OH 44143, and also known as 662-18-057 on the records of the Cuyahoga County land records. The original survivorship deed is recorded in the records of the Cuyahoga County Recorder at AFN No. V90004060002 and further described as follows:

Situated in the City of Richmond Heights, County of Cuyahoga and State of Ohio: and known as being Sublot No. 208 in the Royalwood Estates Subdivision of part of Original Township Lot No. 75, Tract 12, as shown by the recorded plat in Volume 240 of Maps, Pages 27 and 28 of Cuyahoga County Records be the same more or less but subject to all legal highways.

** No. 2

The said premises are free and clear of any and all liens and encumbrances whatsoever, except restrictions of record and any conditions, reservations or easements created in conjunction with such restrictions, zoning ordinances, if any, and taxes and assessments both general and special, not yet due and payable, which the Grantees assume.



3) That CECIL KING died on or about JANUARY 4, 2012, at Cleveland, Ohio and said death certificate has been issued.

[EXHIBIT 12]

4) That by virtue of the death of CECIL KING, NORMA KING is the fee simple owner of the above described property, and requests that this fact be reflected on the land and tax records of the County.


NORMA KING

SWORN TO BEFORE ME, and subscribed in my presence this April 24, 2013.


 **DIANA JANCURA**
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

[EXHIBIT 12]

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 4
PAT 10/25/2012 3:58:27 PM
201210250584

**STATE OF OHIO
STATUTORY FORM POWER OF ATTORNEY**

DESIGNATION OF AGENT

I, Norma L. King name the following
person as my agent:

Name of Agent: Brandon King, Norman King, Cecil King Jr., Sheldon King (all sons)

Agent's Address: 1735 Elsinore St., East Cleveland, Ohio 44112

Agent's Telephone Number: (216) 851-4437

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of Successor Agent: Brandon King, Norman King, Cecil King Jr., Sheldon King

Successor Agent's Address: 1735 Elsinore St., East Cleveland, Ohio 44112

Successor Agent's Telephone Number: (216) 851-4437

If my successor agent is unable or unwilling to act for me, I name as my second
successor agent:

Second Successor Agent: Brandon King, Norman King, Cecil King Jr., Sheldon King

Second Successor Agent's Address: 1735 Elsinore St., East Cleveland, Ohio 44112

Second Successor Agent's Telephone Number: (216) 851-4437

[EXHIBIT 13]

GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the Uniform Power of Attorney Act (sections 1337.21 to 1337.64 of the Revised Code):

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)

 X Real Property (Only The Below Listed Property)

(PPN: 672-11-101; 1727-to-1735 Elsinore St., East Cleveland, Ohio 44112)

 Tangible Personal Property

 Stocks and Bonds

 Commodities and Options

 Banks and Other Financial Institutions

 Operation of Entity or Business

 Insurance and Annuities

 Estates, Trusts, and Other Beneficial Interests

 Claims and Litigation

 Personal and Family Maintenance

 Benefits from Governmental Programs or Civil or Military Service

 Retirement Plans

 Taxes

 All Preceding Subjects

LIMITATION ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines:

This Power of Attorney only applies to Permanent Parcel Number 672-11-101; also
known as 1735 Elsinore St., East Cleveland, Ohio 44112. Cuyahoga County.

EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

NOMINATION OF GUARDIAN (OPTIONAL)

If it becomes necessary for a court to appoint a guardian of my estate or my person, I nominate the following person(s) for appointment:

Name of Nominee for guardian of my estate: _____

Nominee's Address: _____

Nominee's Telephone Number: (_____) _____

Name of Nominee for guardian of my person: _____

Nominee's Address: _____

Nominee's Telephone Number: (_____) _____

RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT

Norma L. King 10-25-2012
Your Signature Date

Norma L. King
NORMA LEE KING
Your Name Printed

5156 Austen Lane, Richmond Ht's., Ohio 44143

Your Address

(440) 646-9161
Your Telephone Number

STATE OF OHIO
COUNTY OF CUYAHOGA

This document was acknowledged before me on October 25th, 2012 (Date), by
Brittany Snezek (Name of Principal).

Brittany Snezek
Signature of Notary

My commission expires: 2/2/17

This document prepared by:
Norma L. King

5156 Austen Ln., Richmond Ht's., Ohio 44143



Get Your Voting Information

Voter

NORMA L. KING

Date of birth

1/30/1941

Address

1735 ELSINORE AVE
EAST CLEVELAND, OH 44112

Current polling location

MAYFAIR ELEMENTARY SCHOOL
13916 MAYFAIR AVENUE
EAST CLEVELAND, OH 44112

[Map and directions](#)

Precinct

EASTCLEVELAND-03-E

Party Affiliation

Democrat

District

- CONGRESSIONAL DISTRICT 11
- COUNTY COUNCIL DISTRICT 10
- EAST CLEVE CSD -TAX ID # 1812
- EAST CLEVE MUNI COURT DISTRICT
- EAST CLEVELAND LIBRARY DISTRICT
- EAST CLEVELAND WARD 3
- HOUSE DISTRICT 22
- METROPARKS DISTRICT
- STATE BOARD OF EDU DISTRICT 10
- STATE SENATE DISTRICT 21

[Participation History](#)

NOTE: Voter participation data may not be immediately available at the end of an election. Please allow for certifications and data entry.

 11/8/2022

Precinct: EAST CLEVELAND -03-E

Ballot Type: Absentee

Election Date: 11/8/2022


Mailed Date: 11/7/2022


Processed Date: 11/7/2022


Returned Date: 11/7/2022


[EXHIBIT 14]


Returned Date: 10/29/2021


 **9/14/2021** **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 9/14/2021
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


 **11/3/2020** **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Absentee
Election Date: 11/3/2020
Mailed Date: 8/5/2020
Processed Date: 8/5/2020
Returned Date: 1/1/0001

 **11/3/2020** **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Absentee
Election Date: 11/3/2020
Mailed Date: 10/12/2020
Processed Date: 10/12/2020
Returned Date: 10/12/2020


 **3/17/2020** **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Absentee
Election Date: 3/17/2020
Mailed Date: 3/5/2020
Processed Date: 3/5/2020
Returned Date: 3/5/2020


 **11/5/2019** **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/5/2019
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


 **11/6/2018** **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/6/2018
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


 **5/8/2018** **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 5/8/2018
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


Returned Date: 11/6/2017


 [9/12/2017](#) **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Absentee
Election Date: 9/12/2017
Mailed Date: 8/29/2017
Processed Date: 8/29/2017
Returned Date: 8/29/2017


 [11/8/2016](#) **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Absentee
Election Date: 11/8/2016
Mailed Date: 10/12/2016
Processed Date: 10/12/2016
Returned Date: 10/12/2016

 [6/21/2016](#) **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Absentee
Election Date: 6/21/2016
Mailed Date: 6/14/2016
Processed Date: 6/14/2016
Returned Date: 6/14/2016

 [3/15/2016](#) **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Absentee
Election Date: 3/15/2016
Mailed Date: 3/10/2016
Processed Date: 3/10/2016
Returned Date: 3/11/2016

 [12/8/2015](#) **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Absentee
Election Date: 12/8/2015
Mailed Date: 12/3/2015
Processed Date: 12/3/2015
Returned Date: 12/4/2015

 [11/3/2015](#) **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Absentee
Election Date: 11/3/2015
Mailed Date: 10/30/2015
Processed Date: 10/30/2015
Returned Date: 10/31/2015

 [11/4/2014](#) **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Absentee
Election Date: 11/4/2014
Mailed Date: 10/10/2014
Processed Date: 10/10/2014
Returned Date: 10/14/2014

Returned Date: 1/1/0001

11/5/2013 Precinct: EAST CLEVELAND -03-E
 Ballot Type: Poll
 Election Date: 11/5/2013
 Mailed Date: 1/1/0001
 Processed Date: 1/1/0001
 Returned Date: 1/1/0001

10/1/2013 Precinct: EAST CLEVELAND -03-E
 Ballot Type: Poll
 Election Date: 10/1/2013
 Mailed Date: 1/1/0001
 Processed Date: 1/1/0001
 Returned Date: 1/1/0001

11/6/2012 Precinct: EAST CLEVELAND -03-E
 Ballot Type: Absentee
 Election Date: 11/6/2012
 Mailed Date: 10/2/2012
 Processed Date: 10/2/2012
 Returned Date: 10/4/2012


3/6/2012 Precinct: EAST CLEVELAND -03-E
 Ballot Type: Absentee
 Election Date: 3/6/2012
 Mailed Date: 2/22/2012
 Processed Date: 2/22/2012
 Returned Date: 2/23/2012


11/8/2011 Precinct: EAST CLEVELAND -03-E
 Ballot Type: Absentee
 Election Date: 11/8/2011
 Mailed Date: 10/27/2011
 Processed Date: 10/27/2011
 Returned Date: 10/31/2011


11/2/2010 Precinct: EAST CLEVELAND -03-E
 Ballot Type: Absentee
 Election Date: 11/2/2010
 Mailed Date: 9/27/2010
 Processed Date: 9/27/2010
 Returned Date: 10/14/2010


5/4/2010 Precinct: EAST CLEVELAND -03-E
 Ballot Type: Absentee
 Election Date: 5/4/2010
 Mailed Date: 3/30/2010
 Processed Date: 3/30/2010
 Returned Date: 4/13/2010


Returned Date: 10/16/2008


 **3/4/2008** **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Absentee
Election Date: 3/4/2008
Mailed Date: 1/24/2008
Processed Date: 1/24/2008
Returned Date: 2/25/2008


 **11/6/2007** **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/6/2007
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 **11/7/2006** **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/7/2006
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 **5/2/2006** **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 5/2/2006
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 **11/8/2005** **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/8/2005
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 **10/4/2005** **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 10/4/2005
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 **11/2/2004** **Precinct:** EAST CLEVELAND-03- E
Ballot Type: Poll
Election Date: 11/2/2004
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

Returned Date: 1/1/0001

 10/2/2001

Precinct:

Ballot Type: Poll

Election Date: 10/2/2001

Mailed Date: 1/1/0001

Processed Date: 1/1/0001

Returned Date: 1/1/0001

 11/7/2000

Precinct:

Ballot Type: Poll

Election Date: 11/7/2000

Mailed Date: 1/1/0001

Processed Date: 1/1/0001

Returned Date: 1/1/0001

 3/7/2000

Precinct:

Ballot Type: Poll

Election Date: 3/7/2000

Mailed Date: 1/1/0001

Processed Date: 1/1/0001

Returned Date: 1/1/0001

 11/3/1998

Precinct:

Ballot Type: Poll

Election Date: 11/3/1998

Mailed Date: 1/1/0001

Processed Date: 1/1/0001

Returned Date: 1/1/0001

 5/5/1998

Precinct:

Ballot Type: Poll

Election Date: 5/5/1998

Mailed Date: 1/1/0001

Processed Date: 1/1/0001

Returned Date: 1/1/0001

 11/4/1997

Precinct:

Ballot Type: Poll

Election Date: 11/4/1997

Mailed Date: 1/1/0001

Processed Date: 1/1/0001

Returned Date: 1/1/0001

 11/5/1996

Precinct:

Ballot Type: Poll

Election Date: 11/5/1996

Mailed Date: 1/1/0001

Processed Date: 1/1/0001

Returned Date: 1/1/0001

Returned Date: 1/1/0001

📅 11/7/1995 Precinct:
Ballot Type: Poll
Election Date: 11/7/1995
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

📅 11/8/1994 Precinct:
Ballot Type: Poll
Election Date: 11/8/1994
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

📅 11/2/1993 Precinct:
Ballot Type: Poll
Election Date: 11/2/1993
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

📅 11/3/1992 Precinct:
Ballot Type: Poll
Election Date: 11/3/1992
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

📅 11/5/1991 Precinct:
Ballot Type: Poll
Election Date: 11/5/1991
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

📅 11/6/1990 Precinct:
Ballot Type: Poll
Election Date: 11/6/1990
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

Ballot

There are no upcoming elections for your precinct. Please check back at a later date

 216-443-VOTE (8683)

Was this page helpful?

Information For

Voters

Candidates

My Ballot Day 2019

Help Us



Complaints

What We Need For

Ballot Day 2019

What We Need For

Ballot Day 2019

Help Us

Our Request



What We Need For

Ballot Day 2019

What We Need For

Ballot Day 2019

What We Need For

What We Need For

What We Need For

What We Need For

What We Need For

What We Need For

What We Need For

Get Your Voting Information

Voter

CECIL G. KING JR.

Date of birth

4/24/1969

Address

1735 ELSINORE AVE
EAST CLEVELAND, OH 44112

Current polling location

MAYFAIR ELEMENTARY SCHOOL
13916 MAYFAIR AVENUE
EAST CLEVELAND, OH 44112

[Map and directions](#)

Precinct

EASTCLEVELAND-03-E

Party Affiliation

Democrat

District

- CONGRESSIONAL DISTRICT 11
- COUNTY COUNCIL DISTRICT 10
- EAST CLEVE CSD -TAX ID # 1812
- EAST CLEVE MUNI COURT DISTRICT
- EAST CLEVELAND LIBRARY DISTRICT
- EAST CLEVELAND WARD 3
- HOUSE DISTRICT 22
- METROPARKS DISTRICT
- STATE BOARD OF EDU DISTRICT 10
- STATE SENATE DISTRICT 21

[Participation History](#)

NOTE: Voter participation data may not be immediately available at the end of an election. Please allow for certifications and data entry.

 11/8/2022

Precinct: EAST CLEVELAND -03-E

Ballot Type: Poll

Election Date: 11/8/2022


Mailed Date: 1/1/0001


Processed Date: 1/1/0001


Returned Date: 1/1/0001


[EXHIBIT IS]


Returned Date: 1/1/0001


 [9/14/2021](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 9/14/2021
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


 [8/3/2021](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 8/3/2021
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 [11/3/2020](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/3/2020
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 [11/6/2018](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/6/2018
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 [5/8/2018](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 5/8/2018
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 [11/7/2017](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/7/2017
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 [9/12/2017](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 9/12/2017
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

Returned Date: 1/1/0001

11/8/2016 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/8/2016
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

3/15/2016 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 3/15/2016
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

12/8/2015 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 12/8/2015
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


11/3/2015 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/3/2015
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


11/4/2014 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/4/2014
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


11/5/2013 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/5/2013
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


10/1/2013 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 10/1/2013
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


Returned Date: 1/1/0001


 **11/8/2011** Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/8/2011
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


 **11/2/2010** Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/2/2010
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 **11/3/2009** Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/3/2009
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


 **9/29/2009** Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 9/29/2009
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


 **11/4/2008** Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/4/2008
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


 **3/4/2008** Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 3/4/2008
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


 **11/7/2006** Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/7/2006
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


Returned Date: 1/1/0001


 [10/4/2005](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 10/4/2005
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 [11/2/2004](#) Precinct: EAST CLEVELAND-03- E
Ballot Type: Poll
Election Date: 11/2/2004
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 [3/2/2004](#) Precinct:
Ballot Type: Poll
Election Date: 3/2/2004
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 [11/5/2002](#) Precinct:
Ballot Type: Poll
Election Date: 11/5/2002
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 [10/2/2001](#) Precinct:
Ballot Type: Poll
Election Date: 10/2/2001
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 [11/7/2000](#) Precinct:
Ballot Type: Poll
Election Date: 11/7/2000
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

Ballot

There are no upcoming elections for your precinct. Please check back at a later date

Attention

 216-443-VOTE (8683)

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[Candidates](#)

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[Voting By](#)



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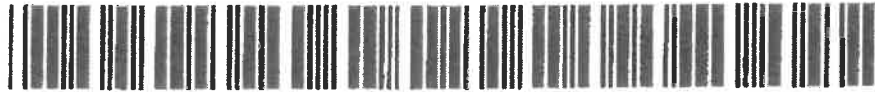
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[Request a Poll Card](#)

[Request a Poll Card](#)

[Request a Poll Card](#)

[Request a Poll Card](#)



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/08/2016	201600802232	DOMESTIC FOR PROFIT CORP - ARTICLES (ARF)	99.00	0.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

NORMAN E KING
 #5156 AUSTEN LANE
 RICHMOND HEIGHTS, OH 44143

STATE OF OHIO

CERTIFICATE

Ohio Secretary of State, Jon Husted
 3847071

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
FISH INC. LLC

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC FOR PROFIT CORP - ARTICLES

Effective Date: 01/04/2016

Document No(s):

201600802232

United States of America
 State of Ohio
 Office of the Secretary of State

Witness my hand and the seal of the
 Secretary of State at Columbus, Ohio this
 8th day of January, A.D. 2016.

Jon Husted
 Ohio Secretary of State

[EXHIBIT 16]

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

NORMAN KING
 (Name)
5156 AUSTEN LANE, RICHMOND HEIGHTS
 (Street)
 NOTE: P.O. Box Addresses are NOT acceptable.
RICHMOND HEIGHTS OHIO 44143
 (City) (State) (Zip Code)

 (Name)

 (Street)
 NOTE: P.O. Box Addresses are NOT acceptable.

 (City) (State) (Zip Code)

 (Name)

 (Street)
 NOTE: P.O. Box Addresses are NOT acceptable.

 (City) (State) (Zip Code)

REQUIRED

Must be authenticated
 (signed) by an authorized
 representative
 (See instructions)

Norman King
 Authorized Representative
NORMAN KING
 (print name)

12-31, 2015
 Date

 Authorized Representative
 (print name)

 Date

 Authorized Representative
 (print name)

 Date



Get Your Voting Information

Voter

NORMAN E. KING

Date of birth

7/29/1971

Address

1735 ELSINORE AVE
EAST CLEVELAND, OH 44112

Current polling location

MAYFAIR ELEMENTARY SCHOOL
13916 MAYFAIR AVENUE
EAST CLEVELAND, OH 44112

[Map and directions](#)

Precinct

EASTCLEVELAND-03-E

Party Affiliation

Democrat

District

- CONGRESSIONAL DISTRICT 11
- COUNTY COUNCIL DISTRICT 10
- EAST CLEVE CSD -TAX ID # 1812
- EAST CLEVE MUNI COURT DISTRICT
- EAST CLEVELAND LIBRARY DISTRICT
- EAST CLEVELAND WARD 3
- HOUSE DISTRICT 22
- METROPARKS DISTRICT
- STATE BOARD OF EDU DISTRICT 10
- STATE SENATE DISTRICT 21

[Participation History](#)

NOTE: Voter participation data may not be immediately available at the end of an election. Please allow for certifications and data entry.

11/8/2022

Precinct: EAST CLEVELAND -03-E

Ballot Type: Poll

Election Date: 11/8/2022

Mailed Date: 1/1/0001

Processed Date: 1/1/0001

Returned Date: 1/1/0001

[EXHIBIT 17]

Returned Date: 1/1/0001

🗳️ [11/3/2020](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/3/2020
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

🗳️ [11/6/2018](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/6/2018
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

🗳️ [11/7/2017](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/7/2017
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

🗳️ [9/12/2017](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 9/12/2017
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


🗳️ [12/6/2016](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 12/6/2016
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


🗳️ [11/8/2016](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Absentee
Election Date: 11/8/2016
Mailed Date: 11/7/2016
Processed Date: 11/7/2016
Returned Date: 11/8/2016


🗳️ [11/3/2015](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/3/2015
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


Processed Date: 1/1/0001


Returned Date: 1/1/0001


 **11/5/2013** **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/5/2013
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


 **10/1/2013** **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 10/1/2013
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 **11/6/2012** **Precinct:** CLEVELAND -11-G
Ballot Type: Absentee
Election Date: 11/6/2012
Mailed Date: 10/30/2012
Processed Date: 10/30/2012
Returned Date: 10/31/2012

 **11/4/2008** **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/4/2008
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 **3/4/2008** **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 3/4/2008
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 **11/7/2006** **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/7/2006
Mailed Date: 10/30/2006
Processed Date: 10/30/2006
Returned Date: 1/1/0001

 **5/2/2006** **Precinct:** EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 5/2/2006
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

Returned Date: 1/1/0001

11/5/2002
Precinct:
Ballot Type: Poll
Election Date: 11/5/2002
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

10/2/2001
Precinct:
Ballot Type: Poll
Election Date: 10/2/2001
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/7/2000
Precinct:
Ballot Type: Poll
Election Date: 11/7/2000
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

3/7/2000
Precinct:
Ballot Type: Poll
Election Date: 3/7/2000
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/3/1998
Precinct:
Ballot Type: Poll
Election Date: 11/3/1998
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

9/30/1997
Precinct:
Ballot Type: Poll
Election Date: 9/30/1997
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/5/1996
Precinct:
Ballot Type: Poll
Election Date: 11/5/1996
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

1075646T

Prior Instrument Reference 201305130954 Volume _____, Page _____,
at the Cuyahoga County Recorder's office and also known as Permanent
Parcel No. 672-11-101
And ³ 1735 Elsinore LLC, of the Grantor.
releases all rights of dower therein.

Executed this 4 day of March, 2022.

Notary King 3/4/2022

State of Ohio }
Cuyahoga County } ss. Before me a Notary Public in and for the
State of Ohio personally appeared the named 1735 Elsinore LLC Grantor(s)
who acknowledged that he did sign the foregoing instrument and that the same is
his voluntary free act and deed.
In Testimony Whereof, I have hereunto subscribed my name
and official seal, at East Cleveland Ohio this 4 day
of MARCH, 2022.

Delonta Rollins
My Commission Expires Dec/26/2022

This Instrument Prepared By:
1735 Elsinore LLC
Notary King ICMA KING
1735 EL SINORE
CLEVELAND, OH 44112

- ¹ Name(s) and marital status of the grantor(s)
² Name(s) and marital status of the grantee(s)
³ Name and title (husband or wife)
⁴ Signature of the grantor(s)
Notary Public, Judge or Clerk of an Ohio Court of Record,
County Auditor, County Engineer or Mayor. Generally, a
Notary Public or other official prepares this portion of the form.



CASE INFORMATION

CR-05-474791-A THE STATE OF OHIO vs. SHELDON KING

[View Printer Friendly Version](#)

Number	CR-05-474791-A
Status	CASE CLOSED
Judge Name	JOHN D SUTULA
Next Event	N/A
Arrested Date	N/A
Arresting Agency	CLEVELAND POLICE
Arresting Agency Report	0500521538
Court of Appeals Case	N/A

Number	88853
Name	SHELDON C KING
Status	DEFN BAIL
Date of Birth	07/25/1966
Race	BLACK
Sex	MALE
Other Cases	CR-10-533461-A , CR-89-235656-ZA , CR-88-224401-D
Co-Defendants	DAVID D ALFORD (B)

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[EXHIBIT 19]

Type	Statute	Charge Description	Disposition
INDICT	2925.03	TRAFFICKING OFFENSES	PLD GLTY- N/C - IND @ P/T
INDICT	2923.24	POSSESSING CRIMINAL TOOLS	NOLLE
INDICT	2919.22	ENDANGERING CHILDREN	PLD GLTY- N/C LIO-AMEND @ P/T
INDICT	2919.22	ENDANGERING CHILDREN	NOLLE
INDICT	2919.22	ENDANGERING CHILDREN	NOLLE

Event Date	Event Description
07/12/2006	PRETRIAL HELD
03/02/2006	PRETRIAL HELD
02/16/2006	PRETRIAL HELD
02/01/2006	PRETRIAL HELD
12/15/2005	INDICTED BINDOVER
12/06/2005	BINDOVER CIF#CI056048W
12/03/2005	ARRESTED

Bond Number	Amount	Type	Date Set	Date Posted	Bondsman/Surety Co.
482001	\$5,000.00	10% CASH	12/06/2005	12/06/2005	10% CASH / SHELDON C KING

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Print

CR-05-474791-A THE STATE OF OHIO vs. SHELDON KING

Name:	SHELDON C KING
Defendant ID:	88853
Def Status:	DEFN BAIL
Marital Status:	N/A
Birth City:	N/A
Birth State:	N/A
Citizenship:	N/A

Address: 1735 ELSINORE AVE.
Line 2: N/A
City, State, Zip: EAST CLEVELAND, OH 44112-0000

Name	DOB
/ SHELLEY	

Identifying Characteristics

Race: BLACK
Height: N/A
Sex: MALE
Weight: N/A
Age: 56
Eyes: N/A
DOB: 07/25/1966
Hair: N/A

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[Website Questions or Comments.](#)
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Get Your Voting Information

Voter

BRANDON LEE KING

Date of birth

3/19/1968

Address1735 ELSINORE AVE
EAST CLEVELAND, OH 44112**Current polling location**MAYFAIR ELEMENTARY SCHOOL
13916 MAYFAIR AVENUE
EAST CLEVELAND, OH 44112[Map and directions](#)**Precinct**

EASTCLEVELAND-03-E

Party Affiliation

Democrat

District

- CONGRESSIONAL DISTRICT 11
- COUNTY COUNCIL DISTRICT 10
- EAST CLEVE CSD -TAX ID # 1812
- EAST CLEVE MUNI COURT DISTRICT
- EAST CLEVELAND LIBRARY DISTRICT
- EAST CLEVELAND WARD 3
- HOUSE DISTRICT 22
- METROPARKS DISTRICT
- STATE BOARD OF EDU DISTRICT 10
- STATE SENATE DISTRICT 21

[Participation History](#)

NOTE: Voter participation data may not be immediately available at the end of an election. Please allow for certifications and data entry.

 11/8/2022

Precinct: EAST CLEVELAND -03-E

Ballot Type: Absentee

Election Date: 11/8/2022

Mailed Date: 11/2/2022


Processed Date: 11/2/2022


Returned Date: 11/2/2022


[EXHIBIT 20]


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Returned Date: 7/31/2022


 [5/3/2022](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 5/3/2022
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001


 [11/2/2021](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/2/2021
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 [9/14/2021](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 9/14/2021
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 [8/3/2021](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 8/3/2021
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 [11/3/2020](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/3/2020
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

 [3/17/2020](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 3/17/2020
Mailed Date: 4/22/2020
Processed Date: 4/22/2020
Returned Date: 1/1/0001

 [11/5/2019](#) Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/5/2019
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

Returned Date: 11/3/2018

📅 5/8/2018 Precinct: EAST CLEVELAND -03-E
 Ballot Type: Poll
 Election Date: 5/8/2018
 Mailed Date: 1/1/0001
 Processed Date: 1/1/0001
 Returned Date: 1/1/0001

📅 11/7/2017 Precinct: EAST CLEVELAND -03-E
 Ballot Type: Poll
 Election Date: 11/7/2017
 Mailed Date: 1/1/0001
 Processed Date: 1/1/0001
 Returned Date: 1/1/0001

📅 9/12/2017 Precinct: EAST CLEVELAND -03-E
 Ballot Type: Poll
 Election Date: 9/12/2017
 Mailed Date: 1/1/0001
 Processed Date: 1/1/0001
 Returned Date: 1/1/0001

📅 12/6/2016 Precinct: EAST CLEVELAND -03-E
 Ballot Type: Poll
 Election Date: 12/6/2016
 Mailed Date: 1/1/0001
 Processed Date: 1/1/0001
 Returned Date: 1/1/0001

📅 11/8/2016 Precinct: EAST CLEVELAND -03-E
 Ballot Type: Poll
 Election Date: 11/8/2016
 Mailed Date: 1/1/0001
 Processed Date: 1/1/0001
 Returned Date: 1/1/0001

📅 6/21/2016 Precinct: EAST CLEVELAND -03-E
 Ballot Type: Absentee
 Election Date: 6/21/2016
 Mailed Date: 6/14/2016
 Processed Date: 6/14/2016
 Returned Date: 6/14/2016

📅 3/15/2016 Precinct: EAST CLEVELAND -03-E
 Ballot Type: Poll
 Election Date: 3/15/2016
 Mailed Date: 1/1/0001
 Processed Date: 1/1/0001
 Returned Date: 1/1/0001

Returned Date: 1/1/0001

11/3/2015 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/3/2015
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/4/2014 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/4/2014
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

5/6/2014 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 5/6/2014
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/5/2013 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/5/2013
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

10/1/2013 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 10/1/2013
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/6/2012 Precinct: EAST CLEVELAND -03-E
Ballot Type: Absentee
Election Date: 11/6/2012
Mailed Date: 10/4/2012
Processed Date: 10/4/2012
Returned Date: 10/5/2012

3/6/2012 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 3/6/2012
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

Returned Date: 1/1/0001

11/2/2010 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/2/2010
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

9/7/2010 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 9/7/2010
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

5/4/2010 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 5/4/2010
Mailed Date: 4/12/2010
Processed Date: 4/12/2010
Returned Date: 1/1/0001

11/3/2009 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/3/2009
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

9/29/2009 Precinct: EAST CLEVELAND -03-E
Ballot Type: Absentee
Election Date: 9/29/2009
Mailed Date: 9/22/2009
Processed Date: 9/22/2009
Returned Date: 9/22/2009

11/4/2008 Precinct: EAST CLEVELAND -03-E
Ballot Type: Absentee
Election Date: 11/4/2008
Mailed Date: 10/28/2008
Processed Date: 10/28/2008
Returned Date: 10/29/2008

10/14/2008 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 10/14/2008
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

Returned Date: 1/1/0001

11/6/2007 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/6/2007
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/7/2006 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/7/2006
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

5/2/2006 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 5/2/2006
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/8/2005 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/8/2005
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

10/4/2005 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 10/4/2005
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/2/2004 Precinct: EAST CLEVELAND-03- E
Ballot Type: Poll
Election Date: 11/2/2004
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/4/2003 Precinct:
Ballot Type: Poll
Election Date: 11/4/2003
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

Ballot

There are no upcoming elections for your precinct. Please check back at a later date

Attention

Public Safety Officials

If you are a public safety professional that has submitted an Ohio Attorney General Request to Redact Address form to the Cuyahoga County Board of Elections to redact your home address from the public database, your voter registration information is not available through the online voter query.
Please call the Board of Elections to verify your registration information.

 216-443-VOTE (8683)

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CASE INFORMATION

CR-03-447238-C STATE OF OHIO vs. CECIL KING

[View Printer Friendly Version](#)

Number	CR-03-447238-C
Status	CASE CLOSED
Judge Name	CAROLYN B FRIEDLAND
Next Event	N/A
Arrested Date	N/A
Arresting Agency	CLEVELAND POLICE
Arresting Agency Report	N/A
Court or Appeals Case	N/A

Number	85724
Name	CECIL G KING JR
Status	DEFN LVJAIL
Date of Birth	04/21/1969
Race	BLACK
Sex	MALE
Other Cases	CR-91-260330-ZA, CR-87-219751-ZA
Co-Defendants	ANTHONY FREEMAN (A) , MICHELLE LANGER (D)

[EXHIBIT 20]

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[illegible]

INDICT 9999.	NOT APPLICABLE TO THIS DEFENDANT	
INDICT 9999.	NOT APPLICABLE TO THIS DEFENDANT	
INDICT 9999.	NOT APPLICABLE TO THIS DEFENDANT	
INDICT 9999.	NOT APPLICABLE TO THIS DEFENDANT	
INDICT 9999.	NOT APPLICABLE TO THIS DEFENDANT	
INDICT 9999.	NOT APPLICABLE TO THIS DEFENDANT	
INDICT 2907.21	COMPELLING PROSTITUTION	PLD GLTY- N/C - IND @ P/T
INDICT 2907.21	COMPELLING PROSTITUTION	
INDICT 2907.04	UNLAWFUL SEXUAL CONDUCT WITH A MINOR	PLD GLTY- N/C - IND @ P/T
INDICT 2907.04	UNLAWFUL SEXUAL CONDUCT WITH A MINOR	NOLLE
INDICT 2925.11	POSSESSION OF DRUGS	NOLLE
INDICT 2923.24	POSSESSING CRIMINAL TOOLS	NOLLE
INDICT 2923.17	UNLAWFUL POSSESSION OF DANGEROUS ORDNANCE	NOLLE
INDICT 9999.	NOT APPLICABLE TO THIS DEFENDANT	
INDICT 9999.	NOT APPLICABLE TO THIS DEFENDANT	
INDICT 9999.	NOT APPLICABLE TO THIS DEFENDANT	
INDICT 9999.	NOT APPLICABLE TO THIS DEFENDANT	
INDICT 9999.	NOT APPLICABLE TO THIS DEFENDANT	

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Event Date Event Description
01/22/2004 BINDOVER

Bond Number	Amount	Type	Date Set	Date Posted	Bondsman/Surety Co.
378920	\$100,000.00		11/20/2003	11/20/2003	BLASCZAK/JENNIFER
378921	\$100,000.00	CASH/SURETY/PROP.	02/05/2004		

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director shall also provide the person who filed the application or challenge with such written notice of the date and time of the hearing.

At the request of either party or any member of the board, the board shall issue subpoenas to witnesses to appear and testify before the board at a hearing held under this section. All witnesses shall testify under oath. The board shall reach a decision on all applications and challenges immediately after hearing.

(C) If the board decides that any such person is not entitled to have the person's name on the registration list, the person's name shall be removed from the list and the person's registration forms canceled. If the board decides that the name of any such person should appear on the registration list, it shall be added to the list, and the person's registration forms placed in the proper registration files. All such corrections and additions shall be made on a copy of the precinct lists, which shall constitute the poll lists, to be furnished to the respective precincts with other election supplies on the day preceding the election, to be used by the election officials in receiving the signatures of voters and in checking against the registration forms.

(D) If an elector who is the subject of an application or challenge hearing has a confidential voter registration record, as described in section [111.44](#) of the Revised Code, all of the following apply:

(1) If the elector's right to vote has been challenged, the person who filed the challenge shall not receive notice of the date and time of any hearing held concerning the challenge, shall not be permitted to attend the hearing, and shall not receive notice of the disposition of the challenge.

(2) If the elector is the subject of an application for the correction of the precinct registration list and the elector is not the person who filed the application, the person who filed the application shall not receive notice of the date and time of any hearing held

concerning the application, shall not be permitted to attend the hearing, and shall not receive notice of the disposition of the application.

(3) Notwithstanding section [121.22](#) of the Revised Code, any hearing held concerning the application or challenge shall not be open to the public.

(4) Any records created as a result of the application or challenge that include the elector's residence address or precinct shall not be open to public inspection.

Available Versions of this Section

August 15, 2012 – Senate Bill 295 - 129th General Assembly

September 8, 2016 – Amended by House Bill 359 - 131st General Assembly

March 20, 2019 – Amended by House Bill 41 - 132nd General Assembly

Section 3503.24 | Application for correction of precinct registration list or challenge of right to vote.

Ohio Revised Code / Title 35 Elections / Chapter 3503 Voters - Qualifications; Registration

Effective: March 20, 2019 Latest Legislation: House Bill 41 - 132nd General Assembly

(A) Application for the correction of any precinct registration list or a challenge of the right to vote of any registered elector may be made by any qualified elector at the office of the board of elections not later than the thirtieth day before the day of the election. The applications or challenges, with the reasons for the application or challenge, shall be filed with the board in person or by mail on a form prescribed by the secretary of state and shall be signed under penalty of election falsification.

(B) On receiving an application or challenge filed under this section, the board of elections promptly shall review the board's records. If the board is able to determine that an application or challenge should be granted or denied solely on the basis of the records maintained by the board, the board immediately shall vote to grant or deny that application or challenge.

If the board is not able to determine whether an application or challenge should be granted or denied solely on the basis of the records maintained by the board, the director shall promptly set a time and date for a hearing before the board. The hearing shall be held, and the application or challenge shall be decided, no later than ten days after the board receives the application or challenge. The director shall send written notice to any elector whose right to vote is challenged and to any person whose name is alleged to have been omitted from a registration list. The notice shall inform the person of the time and date of the hearing, and of the person's right to appear and testify, call witnesses, and be represented by counsel. The notice shall be sent by first class mail no later than three days before the day of any scheduled hearing. Except as otherwise provided in division (D) of this section, the



- ☐ Voted issues-only or did not vote in 2018 primary
Voted R in 2017 partisan primary
Elector's affiliation is R
- ☐ Voted issues-only or did not vote in 2018 primary
No primary held in 2017
Voted D in 2016 primary
Elector's affiliation is D
- ☐ Voted issues-only or did not vote in 2018 primary
No primary held in 2017
Voted issues-only or did not vote in 2016 primary
Elector is unaffiliated
- ☐ Voted issues-only or did not vote in 2018 primary
Voted issues-only (or non-partisan primary) in 2017 primary
Voted issues-only or did not vote in 2016 primary
Elector is unaffiliated

Section 4.15 Challenge of Right to Vote

CHALLENGES FILED PURSUANT TO R.C. 3503.24

A qualified elector may file an application for correction or challenge in person or by mail with the office of the board of elections.⁸⁰ A challenger must 1) use Secretary of State [Form 257](#), 2) file the application or challenge no later than 30 days before an election, 3) state the reasons for the application or challenge, and 4) sign under the penalty of election falsification.⁸¹

DETERMINE WHETHER A HEARING IS WARRANTED

The director and deputy director⁸² must complete an initial review to determine that a facially sufficient application or challenge has been filed by initially addressing the following questions:

- ☐ **Was the application or challenge filed under penalty of election falsification using Secretary of State Form 257?** If the person did not file the challenge under penalty of election falsification using [Form 257](#), the challenge is invalid and cannot proceed.
- ☐ **Is the person who filed the application for challenge a qualified elector of the county?** The director and deputy director must review the board's records to determine whether the person who has filed is a qualified elector of the county. If

⁸⁰ [R.C. 3503.24\(A\)](#).

⁸¹ [R.C. 3503.03.24\(A\)](#).

⁸² Where the board only has a Director, the Director and the Chairperson will follow these steps.



the director and deputy director determine that the person submitting the application or challenge is not a qualified elector of the county, the challenge is invalid and cannot proceed. Any disagreement between the director and deputy director must be resolved by a vote of the Board.

❑ Does the challenge state sufficient reasons for the application for challenge?

The director and deputy director must complete an initial review of the reasons for the application or challenge as filed on [Form 257](#) by considering whether the party filing the challenge has alleged sufficient information to sustain a successful challenge. As a part of this administrative process, the director and deputy director will review the face of the document as filed. If the director and deputy director determine that, even if proven to be true, the reasons alleged would not be sufficient to grant the challenge, the challenge is insufficient and cannot proceed. Any disagreement between the director and deputy director must be resolved by a vote of the Board.

Note: The determination that a challenge is facially valid and sufficient does not have any bearing on the ultimate merits of the challenge hearing.

SCHEDULE A HEARING

If a filing has not been found insufficient as described in above, then the director must promptly set a time and date for a hearing before the board. The hearing must be held not later than 10 days after the board receives the application or challenge.⁸³

NOTICE FOR A HEARING

The board must provide notice to the person challenged that a hearing has been scheduled. The notice must inform the person challenged of the date and time for the hearing, of the person's right to appear and testify, call witnesses and be represented by counsel.

The person filing the challenge must also be provided with notice as to the date and time of the hearing.

All notices must be sent by first class mail no later than 6 days prior to the scheduled hearing.

CHALLENGE PROCESS, HEARING, AND DECISION

In preparation for the hearing, the board must issue subpoenas to witnesses to appear and testify before the board at the hearing at the request of either party or any member of the board.⁸⁴ All witnesses must testify under oath.⁸⁵

⁸³ [R.C. 3503.24\(B\)](#).

⁸⁴ [R.C. 3503.24\(B\)](#).

⁸⁵ [R.C. 3503.24\(B\)](#).



The board must reach a decision on all applications and challenges immediately following the hearing.⁸⁶ If the board decides that a person's name should not be on the registration list, the person's name must be removed from the list.⁸⁷ If the notice sent by the board is not returned undeliverable and the person challenged did not appear for the hearing, the board must provide notice to the person cancelled via mail.

If the board decides that a person's name should appear on the registration list, the person's name must be added to or remain on the list.⁸⁸

GENERAL CONSIDERATIONS

RETURN MAIL OR CHANGE OF ADDRESS

The return of mail, sent by an elections official or any other individual, as undeliverable, unable to forward, or change of address on file (NCOA) alone is insufficient to grant a challenge under [R.C. 3503.24](#).

FORECLOSURE

Evidence of a foreclosure action alone is insufficient to grant a challenge under [R.C. 3503.24](#) of the Revised Code.

CONFIRMATION STATUS

The fact that a voter's status is recorded in the Statewide Voter Registration Database as "active-confirmation" or "inactive" alone is insufficient ground to grant a challenge under [R.C. 3503.24](#). An "active-confirmation" or "inactive" voter is treated the same as an "active" voter for voting purposes.

Section 4.16 Public Records

REGISTRATION FORMS AND LISTS

Except as otherwise provided by state or federal law, the registration records must be open to public inspection at all times when the office of the board is open for business, under such regulations as the board adopts, provided that no person must be permitted to inspect such records except in the presence of an employee of the board.⁸⁹

All registration forms and lists, when not in official use by the registrars or judges of elections, must be in the possession of the board of elections. Names and addresses of electors may be copied from the registration lists only in the office of the board when it is open for business; but no such copying shall be permitted during the period of time commencing 21 days before an election and ending on the 11th day after an election if

⁸⁶ [R.C. 3503.24\(B\)](#).

⁸⁷ [R.C. 3503.24\(C\)](#).

⁸⁸ [R.C. 3503.24\(C\)](#).

⁸⁹ [R.C. 3503.13](#).

VOTER INFORMATION REPORT

ERIC J BREWER

PRINTED ON: 4/19/2023

VOTER ID: 364450
NAME: ERIC J BREWER
RESIDENCE: 3537 E 151ST ST
CITY/STATE/ZIP: CLEVELAND, OH 44120

CARE OF:
STREET/BX:
MAIL CITY:
MAIL STATE/ZIP:
COUNTRY:

PHONE NUMBER:

STATUS: ACTIVE
PARTY: REPUBLICAN
REG DATE: 06/02/2020
PRECINCT: CLEVE01K.01
PRECINCT NAME: CLEVELAND -01-K

POLLING PLACE: ANDREW J RICKOFF PRE K-8 SCHOOL
3500 EAST 147TH STREET

SIGNATURE:



I hereby certify that the above
document is a true and correct copy of
the original filed at the Cuyahoga
County Board of Elections.

VOTE
CUYAHOGA COUNTY
BOARD OF ELECTIONS

Election Official:

Jerry Grant Edwards

Title:

REGISTRATION Manager

Date:

April 19, 2023

Signature:

Jerry Grant Edwards

Voter Details | Properties | Flags/Misc | Notices |
County Info | State Info (S) |

Voter ID: 364450

Status:

ACTIVE

Reason: NCOA - IN COUNTY 2020

Affidavit: OH0014624438

Sig:

364450

Auto S

DMV Lic:

SSN:

-

Name | Prior Name | Alternate Name |

Name

Prefix:

First: ERIC

Middle: J

Last: BREWER

Suffix:

/1953

St Rsn:

Residence

Standard Residence Address

House#: 13537

Frac: /

Dir: E

Street: 151ST

Type: ST

Post:

Bldg:

City: CLEVELAND

Zip: 44120

Prec: CLEVELAND

Manual

Additional Address

Additional Address

Mailing

Cntry:

CareOf:

Str/Bx:

City:

St:

Zip:

Print

Ok

Cancel

1 MISS NR. BREWER- ERIC- J- LAST NAME FIRST NAME MIDDLE NAME			CITY OR VILLAGE	WARD	PCT.	STREET ADDRESS	DATE	CLERK
2 WILL YOU HAVE RESIDED ON DAY OF NEXT ELECTION, IN STATE ONLY? Yes IN COUNTY 40 DAYS Yes IN PRECINCT 40 DAYS Yes			CLEVE	20	O	1765 May St	1-21-72	ART
3 NATIVE OR NATURALIZED CITIZEN? Yes ACTIVE			CLEVE	25	N	12526 ARLINGTON	4/1/72	BB
4 IF NATURALIZED			CLEVE	25	N	10912 OLIVET AV	4-2-72	KP
5 PLACE OF BIRTH Cleveland, Ohio OR OVER AT DECAY OF AL PACTYON				8	EE	Address the same		
6 RESIDENCE FROM WHICH LAFT VOTED, 4 DAYS 1103			CLEVE	14	G	3900 WOODBINE AV	8-23-72	KJ
7 REMARKS Registration			CLEVE	18	G	1368 W. BV #9	2/17/74	MB
8 OTHER REASONS OF IDENTIFICATION remove			CLHT	5	G	4069 BLUESTONE RD	11/6/72	my
STATE OF OHIO, COUNTY Cuyahoga			EUCL	4	A	19451 Euclid Ave	10/24/76	
"I do solemnly swear or affirm that the statements herein contained are true to the best of my knowledge and belief, and that I am legally qualified to vote."			ECLE	2	H	13855 Superwind	7/1/98	RM
SIGNATURE OF APPLICANT Eric J. Brewer								
SUBSCRIBED AND SWORN TO OR AFFIRMED BEFORE ME THIS 24 DAY OF Jan 1972 Eric R. Pasoske								
GENERAL YEAR PRIMARY SPECIAL			AS THE ELECTOR VOTES RECORD FACT OF VOTING WITH AN "X" IN PROPER SPACE EXCEPT AT PRIMARY ELECTIONS RECORD FACT OF VOTING BY USE OF PARTY INITIAL					
			NAME ADDRESS					
			BREWER, ERIC J. 364450					

ERIC BREWER VOTER HISTORY

#	Date	Title	Elig	Voted	Cons Prec	Party	Poll Voter	AV Requested	AV Returned
1	11/8/2022	November 8, 2022 General Election	Y	Y	CLEVE01K		Y	N	N
2	8/2/2022	AUGUST 2, 2022 PRIMARY ELECTION	Y	Y	CLEVE01K	REP	Y	N	N
3	5/3/2022	MAY 3, 2022 PRIMARY ELECTION	Y	Y	CLEVE01K	REP	N	Y	Y
4	11/2/2021	November 2, 2021 General Election	Y	N			N	N	N
5	9/14/2021	SEPTEMBER 14, 2021 PRIMARY ELECTION	Y	Y	CLEVE01K	NOPTY	Y	N	N
6	8/3/2021	AUGUST 3, 2021 SPECIAL CONGRESSIONAL PRIMARY ELECTION	Y	Y	CLEVE01K	DEM	Y	N	N
7	11/3/2020	November 3, 2020 Presidential General Election	Y	Y	CLEVE01K		Y	N	N
8	3/17/2020	MARCH 17, 2020 PRIMARY ELECTION - EXTENDED	Y	N			N	N	N
9	11/5/2019	November 5, 2019 General Election	Y	N			N	N	N
10	11/6/2018	November 6, 2018 General Election	Y	Y	CLEVE02J		Y	N	N
11	5/8/2018	MAY 8, 2018 PRIMARY ELECTION	Y	N			N	N	N

12	11/7/2017	NOVEMBER 7, 2017 GENERAL ELECTION	Y	Y	Y	CLEVE02J		Y	N	N
13	9/12/2017	SEPTEMBER 12, 2017 PRIMARY ELECTION	Y	Y	Y	CLEVE02J	NOPTY	N	Y	Y
14	11/8/2016	NOVEMBER 8, 2016 PRESIDENTIAL GENERAL ELECTION	Y	N	N			N	N	N
15	3/15/2016	MARCH 15, 2016 PRIMARY ELECTION	Y	N	N			N	N	N
16	11/3/2015	NOVEMBER 3, 2015 GENERAL ELECTION	Y	N	N			N	N	N
17	11/4/2014	NOVEMBER 4, 2014 GENERAL ELECTION	Y	N	N			N	N	N
18	5/6/2014	MAY 6, 2014 PRIMARY ELECTION	Y	N	N			N	N	N
19	11/5/2013	NOVEMBER 5, 2013 GENERAL ELECTION	Y	N	N			N	N	N
20	10/1/2013	OCTOBER 1, 2013 PRIMARY ELECTION	Y	N	N			N	N	N
21	11/6/2012	NOVEMBER 6, 2012 PRESIDENTIAL GENERAL ELECTION	Y	N	N			N	N	N
22	3/6/2012	MARCH 6, 2012 PRIMARY ELECTION	Y	N	N			N	N	N
23	11/8/2011	NOVEMBER 8, 2011 GENERAL ELECTION	Y	N	N			N	N	N
24	9/29/2009	SEPTEMBER 29, 2009 PRIMARY ELECTION	Y	Y	Y	ECLE02F	DEM	Y	N	N

25	11/4/2008	2008_NOV_GENERAL	Y	Y	ECLE02H		Y	N	N
26	10/14/2008	OCTOBER 14, 2008 SPECIAL PRIMARY ELECTION	Y	Y	ECLE02H	DEM	Y	N	N
27	3/4/2008	2008_MAR_PRIMARY	Y	Y	ECLE02H	DEM	Y	N	N
28	11/6/2007	2007_NOV_GENERAL	Y	Y	ECLE02H		Y	N	N
29	11/7/2006	2006_NOV_GENERAL	Y	Y	ECLE02H		Y	N	N
30	5/2/2006	2006_MAY_PRIMARY	Y	Y	ECLE02H	DEM	Y	N	N
31	2/7/2006	2006_FEB_SPECIAL	Y	Y	ECLE02H		Y	N	N
32	11/8/2005	GENERAL_NOV_2005	Y	Y	ECLE02H		Y	N	N
33	10/4/2005	PRIMARY ELECTION	Y	Y	ECLE02H	DEM	Y	N	N
34	11/2/2004	GENERAL_NOV_2004	Y	Y	ECLE02H		Y	N	N
35	3/2/2004	2004_MAR_PRIMARY	Y	Y		DEM		N	N
36	11/4/2003	2003_NOV_GENERAL	Y	Y		NONE		N	N

37	5/6/2003	PRIMARY ELECTION	Y	Y			NOPTY		N	N
38	11/5/2002	2002_NOV_GENERAL	Y	Y			NONE		N	N
39	5/7/2002	2002_MAY_PRIMARY	Y	Y			DEM		N	N
40	11/6/2001	2001_NOV_GENERAL	Y	Y			NONE		N	N
41	10/2/2001	PRIMARY ELECTION	Y	Y			NOPTY		N	N
42	11/7/2000	2000_NOV_GENERAL	Y	Y			NONE		Y	Y
43	3/7/2000	2000_MAR_PRIMARY	Y	Y			REP		Y	Y
44	11/2/1999	GENERAL ELECTION	Y	Y			NONE		N	N
45	11/3/1998	GENERAL ELECTION	Y	Y			NOPTY		N	N
46	5/5/1998	PRIMARY ELECTION	Y	Y			REP		N	N
47	11/5/1996	GENERAL ELECTION	Y	Y			NOPTY		N	N

48	11/8/1994	GENERAL ELECTION	Y	Y	Y			NOPTY		N	N
49	11/2/1993	GENERAL ELECTION	Y	Y	Y			NOPTY		N	N
50	11/3/1992	GENERAL ELECTION	Y	Y	Y			NOPTY		N	N
51	11/6/1990	GENERAL ELECTION	Y	Y	Y			NOPTY		N	N

#	TRANS ID	FIELD	BEFORE	AFTER	TRANS DATE
1	24519579	LAST TRANS DATE	Sep 29 2022 5:11PM	Dec 1 2022 1:42AM	12/1/2022 1:42
2	24476151	LAST TRANS DATE	Aug 23 2022 8:24PM	Sep 29 2022 5:11PM	9/29/2022 17:11
3	24381655	LAST TRANS DATE	May 24 2022 2:22PM	Aug 23 2022 8:24PM	8/23/2022 20:24
4	24341972	HISTORY PARTY ID UPD	UPDATED PARTY VIA VOTER HISTORY	WRITEHISTORYDATA	5/24/2022 14:22
5	24341972	LAST TRANS DATE	Sep 18 2021 12:33PM	May 24 2022 2:22PM	5/24/2022 14:22
6	24341972	PARTY	DEM	REP	5/24/2022 14:22
7	24209268	LAST TRANS DATE	Aug 23 2021 9:35AM	Sep 18 2021 12:33PM	9/18/2021 12:33
8	24156447	HISTORY PARTY ID UPD	UPDATED PARTY VIA VOTER HISTORY	WRITEHISTORYDATA	8/23/2021 9:35
9	24156447	LAST TRANS DATE	Aug 20 2021 1:37PM	Aug 23 2021 9:35AM	8/23/2021 9:35
10	24156447	PARTY	NOPTY	DEM	8/23/2021 9:35
11	24155384	LAST TRANS DATE	Nov 24 2020 3:17PM	Aug 20 2021 1:37PM	8/20/2021 13:37
12	23976816	LAST TRANS DATE	Jun 22 2020 12:00AM	Nov 24 2020 3:17PM	11/24/2020 15:17
13	22705131	RECEIVE DATE	Oct 2 2016 12:00AM	Jun 2 2020 12:00AM	6/24/2020 8:47

14	22705131	REGISTRATION DATE	Oct 2 2016 12:00AM	Jun 2 2020 12:00AM	6/24/2020 8:47
15	22702455	NOTIFICATION 2 GENERATED	GENERATED	YES	6/23/2020 8:46
16	22702455	NOTIFICATION 2 MAILED	MAIL DATE	6/30/2020	6/23/2020 8:46
17	22701268	ADDRESS CONFIRMATION - ADDRESS	6/22/2020	3537E151STSTCLEVELAND OH44120	6/22/2020 14:07
18	22701268	ADDRESS CONFIRMATION - INDICATOR	6/22/2020 12:29	YES	6/22/2020 14:07
19	22701268	HOUSE NUMBER	11903	3537	6/22/2020 14:07
20	22701268	LAST TRANS DATE	Nov 29 2018 1:52AM	Jun 22 2020 12:00AM	6/22/2020 14:07
21	22701268	NOTIFICATION 2		YES	6/22/2020 14:07
22	22701268	PRE DIR		E	6/22/2020 14:07
23	22701268	PRECINCT	CLEVE02J.01	CLEVE01K.01	6/22/2020 14:07
24	22701268	REASON	88 - CHANGE	NCOA - IN COUNTY 2020	6/22/2020 14:07
25	22701268	STREET	LENACRAVE	151ST	6/22/2020 14:07
26	22701268	STREET ID		59393	6/22/2020 14:07
27	22701268	TYPE	AVE	ST	6/22/2020 14:07
28	22701268	ZIP		44105	6/22/2020 14:07
29	22223209	LAST TRANS DATE	Nov 22 2017 7:37PM	Nov 29 2018 1:52AM	11/29/2018 1:52

30	21692473	LAST TRANS DATE	Sep 29 2017 11:29AM	Nov 22 2017 7:37PM	11/22/2017 19:37
31	21662712	LAST TRANS DATE	Oct 3 2016 9:58AM	Sep 29 2017 11:29AM	9/29/2017 11:29
32	21268944	VNC GENERATED	GENERATED	YES	10/10/2016 9:39
33	21268944	VNC MAILED	MAIL DATE	10/10/2016	10/10/2016 9:39
34	21224671	APT NUMBER	1901		10/3/2016 9:58
35	21224671	CITY	EAST CLEVELAND	CLEVELAND	10/3/2016 9:58
36	21224671	DELIVERY METHOD	RD101	INET	10/3/2016 9:58
37	21224671	HOUSE NUMBER	13855	11903	10/3/2016 9:58
38	21224671	INET TRANS - BALLOT TYPE ID		0	10/3/2016 9:02
39	21224671	INET TRANS - BATCH		0	10/3/2016 9:02
40	21224671	INET TRANS - BT ID VOTED		0	10/3/2016 9:02
41	21224671	INET TRANS - CONSOLIDATION ID		0	10/3/2016 9:02
42	21224671	INET TRANS - CONSOLIDATION ID VOTED		0	10/3/2016 9:02
43	21224671	INET TRANS - ELECTION ID		0	10/3/2016 9:02
44	21224671	INET TRANS - ENVELOPE		0	10/3/2016 9:02

45	21224671	INET TRANS - GIS X			0	10/3/2016 9:02
46	21224671	INET TRANS - GIS Y			0	10/3/2016 9:02
47	21224671	INET TRANS - IMPORT CODE	6		2	10/3/2016 9:02
48	21224671	INET TRANS - IMPORT REASON	NOMSI	INCO		10/3/2016 9:02
49	21224671	INET TRANS - LAST TRANSACTION DATE	Oct 2 2016 2:24PM	Oct 3 2016 9:02AM		10/3/2016 9:02
50	21224671	INET TRANS - NEW RECORD				10/2/2016 14:24
51	21224671	INET TRANS - PRECINCT	999999999.9	CLEVE02J.01		10/3/2016 9:02
52	21224671	INET TRANS - RECEIVE DATE	Oct 2 2016 2:24PM	Oct 2 2016 12:00AM		10/3/2016 9:02
53	21224671	INET TRANS - REGISTERED BY			0	10/3/2016 9:02
54	21224671	INET TRANS - STATE VOTER ID	OH0014624438			10/3/2016 9:02
55	21224671	INET TRANS - STREET ID		0	59393	10/3/2016 9:02
56	21224671	INET TRANS - TYPE	ST	AVE		10/3/2016 9:02
57	21224671	INET TRANS - UPDATE VOTER	N	P		10/3/2016 9:58
58	21224671	LAST TRANS DATE	Jul 17 2015 10:04PM	Oct 3 2016 9:58AM		10/3/2016 9:58

59	21224671	PRECINCT	ECLE02C.01	CLEVE02J.01	10/3/2016 9:58
60	21224671	REASON	BATCH PARTY UPDATE	88 - CHANGE	10/3/2016 9:58
61	21224671	RECEIVE DATE		Oct 2 2016 12:00AM	10/3/2016 9:58
62	21224671	REGISTRATION DATE	Oct 1 1996 12:00AM	Oct 2 2016 12:00AM	10/3/2016 9:58
63	21224671	SOC SEC NUMBER			10/3/2016 9:58
64	21224671	SOURCE OF REGISTRATION	RSMAL	INET	10/3/2016 9:58
65	21224671	STATUS	I	A	10/3/2016 9:58
66	21224671	STREET	SUPERIOR	LENACRAVE	10/3/2016 9:58
67	21224671	STREET ID	75304	59393	10/3/2016 9:58
68	21224671	TYPE	RD	AVE	10/3/2016 9:58
69	21224671	VNC		YES	10/3/2016 0:00
70	21224671	ZIP	44118	44105	10/3/2016 9:58
71	20337370	LAST TRANS DATE	Jun 26 2012 8:38PM	Jul 17 2015 10:04PM	7/17/2015 22:04
72	20337370	PARTY	DEM	NOPTY	7/17/2015 22:04
73	20337370	REASON	NCOA_SUPPL MAILING INACTIVE	BATCH PARTY UPDATE	7/17/2015 22:04

74	20331206	CASSETTE			0	7/16/2015 13:06
75	20331206	FRAME			0	7/16/2015 13:06
76	20331206	GIS X			0	7/16/2015 13:06
77	20331206	GIS Y			0	7/16/2015 13:06
78	20331206	PRECINCT	ECLE02F.01	ECLE02C.01		7/16/2015 13:06
79	20331206	REGISTERED BY			0	7/16/2015 13:06
80	19184874	BOE GENERATED VLN MAILED		13855 SUPERIOR RD 1901, EAST CLEVELAND		3/4/2014 0:00
81	18441778	ADDRESS CONFIRMATION - ADDRESS		13855 SUPERIOR RD 1901, EAST CLEVELAND OH 44118		6/14/2013 0:00
82	18441778	ADDRESS CONFIRMATION - INDICATOR		MAILED ON 06/14/2013		6/14/2013 0:00
83	18441778	REASON	SOS BMV/SSA PREMATCH	NCOA_SUPPL MAILING INACTIVE		6/17/2013 13:47
84	18441778	STATUS	A	I		6/17/2013 13:47
85	17194258	DRIVERS LICENSE NUMBER				6/26/2012 20:38
86	17194258	LAST TRANS DATE	Nov 9 2009 3:33PM	Jun 26 2012 8:38PM		6/26/2012 20:38
87	17194258	REASON		SOS BMV/SSA PREMATCH		6/26/2012 20:38
88	14532303	BOE GENERATED VLN MAILED		13855 SUPERIOR RD 1901, EAST CLEVELAND		3/1/2010 0:00

103	8661485	AFFIDAVIT NUMBER			OH0014624438	9/9/2004 12:09
104	8661485	LAST TRANS DATE	Aug 27 2004 12:47PM		Sep 9 2004 12:09PM	9/9/2004 12:09
105	1833923	AB_STATUS			Y	10/31/2003 14:14
106	1833923	ELIGIBILITY_GROUP_DATE			10/31/2003 14:14	10/31/2003 14:14
107	1833923	PARTY_CHANGE_DATE			10/31/2003	10/31/2003 14:14
108	1833923	SSN4				10/31/2003 14:14
109	1833918	PARTY_CODE	R		X	7/2/2002 9:37
110	1833917	PARTY_CODE	X		R	6/3/2000 11:11
111	1833916	MUNI_CODE			E CLE	12/14/1999 0:00
112	1833916	PARTY_CODE	R		X	12/14/1999 0:00
113	1833916	STREETNAME	No Street found!		SUPERIOR	12/14/1999 0:00
114	1833916	STREETRANGE_KEY	69129		75304	12/14/1999 0:00
115	1833916	STREETTYPE			RD	12/14/1999 0:00
116	1833916	ZIP			44118	12/14/1999 0:00

89	14392366	HISTORY PARTY ID UPD	UPDATED PARTY VIA VOTER HISTORY	WRITEHISTORYDATA	11/9/2009 15:33
90	14392366	LAST TRANS DATE	Dec 30 2008 6:10PM	Nov 9 2009 3:33PM	11/9/2009 15:33
91	14008393	VNC GENERATED	GENERATED	YES	7/16/2009 9:08
92	14008393	VNC MAILED	MAIL DATE	7/16/2009	7/16/2009 9:08
93	13987164	PRECINCT	ECLE02H.01	ECLE02F.01	7/7/2009 15:44
94	13987164	VNC		YES	7/7/2009 15:44
95	13389847	LAST TRANS DATE	Dec 4 2008 9:51AM	Dec 30 2008 6:10PM	12/30/2008 18:10
96	13365191	HISTORY PARTY ID UPD	UPDATED PARTY VIA VOTER HISTORY	WRITEHISTORYDATA	12/4/2008 9:51
97	13365191	LAST TRANS DATE	Jun 16 2008 5:46PM	Dec 4 2008 9:51AM	12/4/2008 9:51
98	12784548	HISTORY PARTY ID UPD	UPDATED PARTY VIA VOTER HISTORY	WRITEHISTORYDATA	6/16/2008 17:46
99	12784548	LAST TRANS DATE	Jan 14 2008 8:56AM	Jun 16 2008 5:46PM	6/16/2008 17:46
100	12442069	LAST TRANS DATE	Sep 1 2006 11:15AM	Jan 14 2008 8:56AM	1/14/2008 8:56
101	10845381	HISTORY PARTY ID UPD	UPDATED PARTY VIA VOTER HISTORY	WRITEHISTORYDATA	9/1/2006 11:15
102	10845381	LAST TRANS DATE	Sep 9 2004 12:09PM	Sep 1 2006 11:15AM	9/1/2006 11:15

117	1833915	EVENT_CODE			BATCHREPCT	12/13/1999 0:00
118	1833915	STREETRANGE_KEY		9334	69129	12/13/1999 0:00
119	1833914	EFFECTIVE_DATE			8/21/1998 16:10	8/21/1998 16:10
120	1833914	ELIGIBILITY_GROUP			A	8/21/1998 16:10
121	1833914	ELIGIBLE_DATE			10/1/1996	8/21/1998 16:10
122	1833914	MUNI_CODE	E CLE			8/21/1998 16:10
123	1833914	STREETKEY		6984		8/21/1998 16:10
124	1833914	STREETNAME	SUPERIOR		No Street found!	8/21/1998 16:10
125	1833914	STREETTYPE	RD			8/21/1998 16:10
126	1833914	ZIP		44118		8/21/1998 16:10
127	1833913	PARTY_CODE	X		R	7/22/1998 21:45
128	1833912	AREA_CODE		216		7/2/1998 14:55
129	1833912	CONTACT_DATE		8/14/1996	7/1/1998	7/2/1998 14:55
130	1833912	MUNI_CODE	EUCLD		E CLE	7/2/1998 14:55
131	1833912	PRECINCT	EUCLD-04- A		E CLE-02- H	7/2/1998 14:55

132	1833912	STREETKEY		2660	6984	7/2/1998 14:55
133	1833912	STREETNUMBER		19451	13855	7/2/1998 14:55
134	1833912	TELE_NUMBER				7/2/1998 14:55
135	1833912	TELE_PREFIX		531		7/2/1998 14:55
136	1833912	UNIT		1	1901	7/2/1998 14:55
137	1833912	ZIP		44117	44118	7/2/1998 14:55
138	1833910	AREA_CODE				10/5/1996 13:09
139	1833910	CARD_IND	N			10/5/1996 13:09
140	1833910	MUNI_CODE	CL HT		EUCLD	10/5/1996 13:09
141	1833910	PRECINCT	CL HT-05- G		EUCLD-04- A	10/5/1996 13:09
142	1833910	REGDATE		9/19/1992	10/1/1996	10/5/1996 13:09
143	1833910	STATE_CODE			OH	10/5/1996 13:09
144	1833910	STREETKEY		687	2660	10/5/1996 13:09
145	1833910	STREETNUMBER		4069	19451	10/5/1996 13:09
146	1833910	TELE_NUMBER				10/5/1996 13:09
147	1833910	TELE_PREFIX				10/5/1996 13:09

148	1833910	UNIT			1	10/5/1996 13:09
149	1833910	UNIT_TYPE			APT	10/5/1996 13:09
150	1833910	ZIP		44121	44117	10/5/1996 13:09

From:
Eric Brewer
Supplemental Statement
and Evidence
RE:

Brandon King
Stephanie McCarroll-King

**East Cleveland Clerk of Council's Supplemental Statement and Evidence
Regarding Mayor Brandon King, and the King family's false voter registration addresses**

I received a copy of Stephanie McCarroll-King's Ohio Board of Nursing file from the state agency on April 25, 2023. [Exhibit 1] In it she identified her residential address as 20230 Glen Russ Lane in Euclid, Ohio. As a licensed medical practitioner, she is required by R.C. 4723.24(B) to inform the Ohio Board of Nursing within 30 days when there is "any" change of address.

*Every license or certificate holder **shall give written notice to the board of any change of name or address within thirty days of the change.** The board shall require the holder to document a change of name in a manner acceptable to the board.*

The importance of McCarroll-King's Euclid, Ohio address at 20230 Glen Russ Lane, and the state laws imposed on her to identify it within 30 days, is that it is also the address Mayor Brandon King has used on the Secretary of State's business records.

On February 2, 2004, Mayor King filed Articles of Organization for Brandon King Ltd. (AMS-05 American Merchandising Services) with the Ohio Secretary of State. The address he identified as his place of residence was Unit 1, Apartment 102, Monticello Village, Athens, Ohio 45701. He was a resident of Athens County. [Exhibit 2] On forms the Secretary of State approved for voter registration, King continued to falsely claim he resided at 1735 Elsinore Street in East Cleveland. Online Cuyahoga County Board of Elections voter registration records show Mayor King has voted from the East Cleveland address since 2000. [Exhibit 3]

Three years after Mayor King registered Brandon King Ltd. (American Merchandising Services AMS-05), he filed documents to amend his corporation's name to AMS-05 American Merchandising Services on December 17, 2007. He deleted Brandon King Ltd. The updated address Mayor King provided to the Ohio Secretary of State's business section was 20230 Glen Russ Lane in Euclid, Ohio. [Exhibit 4] The December 17, 2007 Amendment is the last document Mayor King has filed with the Secretary of State relative to his active 19-year-old business entity.

A property deed filed with the Athens County Recorder on September 18, 2020, shows Mayor King continuing his relationship in that part of Ohio with the purchase of a \$171,000 residential property located at 136 Dailey Road, Albany, Ohio 45710. [Exhibit 5]

McCarroll-King's current nursing license was renewed on July 16, 2021. The renewal date is seven months before the couple's February 22, 2022 marriage; and two months before Mayor King's September 14, 2021 East Cleveland mayoral primary election. In her July 16, 2021 renewal application, McCarroll-King updated her address from 3837 East Antisdale to 20230 Glen Russ Lane. McCarroll-King's current nursing license expires on October 31, 2023.

McCarroll-King and Mayor King sold their South Euclid home at 3837 East Antisdale on February 27, 2022. Nine months later, on November 8, 2022, McCarroll-King entered the polling location of the South Euclid precinct where she no longer resided and voted in a federal and state general election. Her Ohio Board of Nursing file shows she was still residing at 20230 Euclid Avenue; and had not changed her address back to 3837 East Antisdale Street.

One month after voting from a South Euclid precinct in the November 8, 2022 general election, McCarroll-King changed her address with the Board of Elections in December and claimed to now reside at 1735 Elsinore Street in East Cleveland. The number of adults registered to vote at the address jumped from six to seven with McCarroll's change of address. As previously described in the Challenger's original Challenge, the property was uninhabitable and had been cited in 2022 as an unsafe structure by East Cleveland building official Anthony Bombalis.

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A series of Google Maps timeline photographs of 1735 Elsinore Street, captured in 2022, 2019, 2015, 2014 and 2009, demonstrate its decline from habitable to uninhabitable over the past 14 years Mayor King, Norma King, Cecil King, Jr. and Norman King voted in a precinct where they did not reside. [Exhibit 6] The Challenger notes that the condition of the property worsened after King was sworn in as East Cleveland's mayor in December 2016. 1735 Elsinore is known to be the residence of Sheldon King. Despite his criminal convictions for drug trafficking, Sheldon King is described by witnesses as a nice man and a hoarder.

McCarroll-King did not notify the Ohio Board of Nursing within 30 days; after affirming on the Secretary of State's forms that she was the seventh adult residing and voting from the King family dump at 1735 Elsinore. According to the Ohio Board of Nursing's records, McCarroll-King resided at 20230 Glen Russ Lane in Euclid, Ohio in December 2022; and resides there today. According to the Secretary of State's business records, 20230 Glen Russ Lane in Euclid, Ohio is still Mayor King's residence.

Federal and state laws compel the Cuyahoga County Board of Elections to consider 20230 Glen Russ Lane, in Euclid, Ohio, as Mayor Brandon King, and his wife, Stephanie McCarroll-King's, documented place of residence. The Euclid, Ohio address serves as evidence Mayor King does not reside in East Cleveland; and that he's holding office in East Cleveland in violation of Section 3.15 of the Ohio Revised Code. It affirms Mayor King's brother, Cecil, Jr's, Facebook messenger statement that he and his relatives vote from unsafe and uninhabitable residential address at 1735 Elsinore Street because they love the city.

The supplemental evidence and information presented in this Challenge to Mayor King's voter registration, and that of his wife and other relatives, supports the claim that they have not been residing in the political subdivision. As it pertains to Mayor King as an elected official, Section 3.15(A) (3) of the Ohio Revised Code imposes duties on elected officials to be residents of the political subdivisions they serve.

Each person holding an elective office of a political subdivision shall be a resident of that political subdivision.

Pursuant to Section 3.15(B) of the Ohio Revised Code.

Any person who fails to meet any of the requirements of division (A) of this section that apply to the person shall forfeit the office.

On July 16, 2021, according to Stephanie McCarroll-King's Ohio Board of Nursing's license renewal application, she resided at 20230 Glen Russ Avenue. According to the Ohio Secretary of State's business filing for Mayor King's AMS-05 American Merchandising Services, 20230 Glen Russ Lane in Euclid, Ohio is also his documented residential address.

Signed

Eric J. Brewer, Clerk of Council

Date

4-28-2023

Sworn to and attested in my presence, on this 28th day of April, 2023.

NOTARY PUBLIC

Francis Howard
Exp. 12/09/23



FRANCES HOWARD
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
12-09-2023

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- [Close Window](#)
- [Print This Page](#)
- [Expand All](#) | [Collapse All](#)

Stephanie Marie King

Associate Flag

Picture

Contact Information

Contact Flags

Communication Information

Email	missstefie1216@icloud.com	Other Phone	
Alternate Email		Mobile	
Phone	(216) 374-3037	Fax	

Additional Information

Year of Birth	1979	Deceased Date	
Age	43	Gender	Female
Birth City	CLEVELAND	Aliases	
Birth Country	United States	Citizenship	United States Citizen
Birth State / Province	Ohio	Race Code	
Home 5-digit zip code	44117		

Military Information

System Information

Contact History

All Licenses

Licenses

Board	License Number	License Type	Status	Sub-Status	Issue Date	Renewed Date	Expiration Date	Board Action	Flag Set?
Nursing Board	RN.347723	Registered Nurse (RN)	Active		2/6/2009	8/16/2021	10/31/2023	No	

CE Custom Related List

Education History

EH-000258256

Education Institution	HURON SCHOOL OF NURSING - DPL - US20309300
Other Education Institution	20393-MERIDIA HURON HOSPITAL SCH OF NSG
Graduation Date	12/19/2008

Licenses as Applicant

RN.347723

Type	Registered Nurse (RN)
Status	Active
Sub-Status	
Issue Date	2/6/2009
Renewed Date	8/16/2021

[EXHIBIT 1]

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Expiration Date 10/31/2023

Licensee Stephanie King

Last Modified Date 1/31/2022

Flag Set?

Address

20230 Glen Russ Ln, Euclid

International Address

Street Address 20230 Glen Russ Ln

City Euclid

State OH

Zip Code 44117-2417

Country United States

Validated ✓

Number 2276925

Last Modified Date 7/16/2021

3837 E. Antisdale Rd, South Euclid, OH 44118

International Address

Street Address 3837 E. Antisdale Rd

City South Euclid

State OH

Zip Code 44118

Country United States

Validated

Number 0458061

Last Modified Date 6/28/2016

Submission Date and Time: 8/16/2021 12:51 PM

License Renewal Application

License Type - Registered Nurse (RN)

License Number - RN.347723

License Renewal Number - LR-004234548

Personal Information

Provide the necessary personal information in the fields to the right. All fields with (*) are required and must be completed to continue the application process. Demographic and workforce data collected for some licensed healthcare professions is used to enhance the state's capacity for healthcare workforce forecasting, policy development, and research. This data is used to analyze the supply and demand of the healthcare workforce serving Ohio.

Title

No Response

First Name

STEPHANIE

Middle Name

MARIE

Last Name

MCCARROLL

Maiden Name

McCarroll

Social Security Number

*****6650

Date of Birth

12/16/1979

Email Address

missstefie1216@icloud.com

Phone Number

(216) 374-3037

Other Phone Number

No Response

Citizenship

United States Citizen

List languages you personally use to communicate with patients excluding an interpreter or software
English

Other Language

No Response

Individual National Provider Identifier - if not applicable leave blank

No Response

Enter home US zip-code. Enter NA if unavailable

44117

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55

Additional Information

Provide the necessary additional information in the fields to the right. All fields with (*) are required and must be completed to continue the application process.

Do you have other aliases?

No Response

What is your gender?

Female

What is your ethnicity?

Black or African American

In which country were you born?

United States

In which state were you born (if United States)?

Ohio

In which city were you born?

CLEVELAND

Employment Status

Demographic and workforce data collected for some licensed healthcare professions is used to enhance the state's capacity for healthcare workforce forecasting, policy development, and research. This data is used to analyze the supply and demand of the healthcare workforce serving Ohio. Some questions may appear to be duplicative.

What is your primary employment status?

Actively working in a position(s) that requires this license

Which of the following best describes your five-year employment plan?

Maintain practice hours as is

Are you currently employed outside of USA?

No

License Mailing Address

Select a license mailing address by clicking the appropriate checkbox to the right (this is the address used for all postal communications from the Board for this license). To add a new address, click Add Address, complete the required fields, and click Save.

20230 Glen Russ Ln

Euclid

OH

44117-2417

United States

Military Service

If you have served in the military, provide the information for the type of service and duration of service in order to be eligible for expedited processing and other options. You may be required to submit documentation of military status.

Have you served in the military?

No

If you answered "Yes", are you currently serving in the military?

No Response

Has your spouse served in the military?

No

If you answered "Yes", are they currently serving in the military?

No Response

I declined to answer these questions

Current Employment Location(s)

Please provide the following information for all practice sites where you use this license, beginning with the locations in which you spend most of your time. If you are not actively working or volunteering in a position that requires this license (e.g. student or recent graduate) employment location information is optional. Employment location information helps improve the accuracy and efficiency of Health Professional Shortage Area Designations and enables Ohio to identify healthcare workforce distribution. Some questions may appear to be duplicative. After your Employment Location data has been entered please click the SAVE EMPLOYMENT LOCATION button before Saving and Continuing.

Name of Practice Site - Cleveland Clinic
Practice Settings - Hospital - Outpatient
Street Address - 9500 Euclid Avenue - A90
City - Cleveland
State - OH
Zip Code - 44117
Major Area of Focus or Specialty - Pulmonology
Total Hours Worked at this practice site, per Week - 40

Percent of time spent per week in each of the following at this practice site:

Direct Patient Care - 70
Teaching/Academic - 5
Research - 10
Professional Services - 5
Administrative Activities - 5
Other - 5
Total Hours- 100

Hospital Admitting Privileges for Patients - No
Current Employment Arrangement - Salaried
Other Employment Arrangement - null
Intern/Resident Position - No

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Employed as Federal Employee - No
Accepting New Patients - Yes

Questions

Answer the following questions. Once completed, click "Save and Continue" to progress through the application.

Question - Select one of the following regarding completing the twenty-four (24) hour continuing education requirement by October 31 of this year:

Answer - I have completed or will complete 24 hours of CE.

Question - I am a U.S. Citizen or lawfully admitted into the U.S.

Answer - Yes

Question - Since your last application or renewal have you changed or obtained a new Social Security Number?

Answer - No

Question -

By answering "yes" to certain questions below, you are required to provide a written explanation and upload supporting documentation with the application. In the section of this application labeled "Attachments," please upload and attach the necessary documentation, referred to as "Compliance Supporting Document," for each question to which you respond "yes." Your application shall remain incomplete unless and until all necessary documents are received.

This question applies to any felony in Ohio, another state, commonwealth, territory, province, or country. This includes crimes that have been expunged IF there is a direct and substantial relationship to nursing practice. Since you filed your last renewal application, or if this is your first renewal since the date you filed your original license application, have you been convicted of, found guilty of, pled guilty to, pled no contest to, pled not guilty by reason of insanity to, entered an Alford plea, received treatment or intervention in lieu of conviction, or been found eligible for pretrial diversion or a similar program for a felony?

Answer - No

Question - This question applies to any misdemeanor in Ohio, another state, commonwealth, territory, province, or country. This includes crimes that have been expunged IF there is a direct and substantial relationship to nursing practice. This does not include traffic violations unless they are DUI/OVI or Physical Control While Under the Influence. Since you filed your last renewal application, or if this is your first renewal since the date you filed your original license application, have you been convicted of, found guilty of, pled guilty to, pled no contest to, pled not guilty by reason of insanity to, entered an Alford plea, received treatment or intervention in lieu of conviction, or been found eligible for pretrial diversion or a similar program for a misdemeanor?

Answer - No

Question - Since you filed your last renewal application, or if this is your first renewal since the date you filed your original license application, with the exception of the Ohio Board of Nursing, has any board, bureau, department, or agency in any way limited, restricted, suspended, or revoked any professional license, certificate, or registration granted to you; placed you on probation; or imposed a fine, censure, or reprimand against you? Have you voluntarily surrendered, resigned, or otherwise forfeited any professional license, certificate, or registration?

Answer - No

Question - Since you filed your last renewal application, or if this is your first renewal since the date you filed your original license application, with the exception of the Ohio Board of Nursing, have you for any reason, been denied an application, issuance, or renewal for licensure, certification, registration, or the privilege of taking an examination, in any state, commonwealth, territory, province, or country?

Answer - No

Question - Since you filed your last renewal application, or if this is your first renewal since the date you filed your original license application, with the exception of the Ohio Board of Nursing, have you entered into an agreement of any kind, whether oral or written, with respect to a professional license, certificate, or registration in lieu of or in order to avoid formal disciplinary action, with any board, bureau, department, agency, or other body?

Answer - No

Question - Since you filed your last renewal application, or if this is your first renewal since the date you filed your original license application, with the exception of the Ohio Board of Nursing, have you been notified of any current investigation of you, or have you been notified of any formal charges, allegations, or complaints filed against you by any board, bureau, department, agency, or other body, with respect to a professional license, certificate, or registration?

Answer - No

Question - Since you filed your last renewal application, or if this is your first renewal since the date you filed your original license application, have you been found to be a mentally ill person subject to hospitalization by court order, been found to be mentally incompetent by a probate court, or been found incompetent to stand trial by a court?

Answer - No

Question - Are you required to register, under Ohio law, the law of another state, the U.S., or a foreign country, as a sex offender?

Answer - No

Question - Since you filed your last renewal application, or if this is your first renewal since the date you filed your original license application, have you been addicted to, dependent on, diagnosed with addiction, dependence or substance use disorder related to, or treated for addiction, abuse, dependence or substance use disorder related to your use of alcohol or any chemical substance; or have you used any drugs that are illegal or were prescription drugs used by you without a legal, valid prescription?

Answer - No

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Question - What type of nursing credential qualified you for your first U.S. nursing license?
Answer - Diploma-nursing RN

Question - What is your highest level of education?
Answer - Baccalaureate degree-nursing RN

Question - In what country did you receive your entry-level nursing education?
Answer - United States

Question - In what U.S. state or territory was your initial nursing education program located?
Answer - Ohio

Question - What year were you initially licensed as a nurse in the U.S.?
Answer - 2009

Question - In what country were you initially licensed as a RN?
Answer - United States

Question - What is your current job status?
Answer - In a paid position in nursing or a position that requires a nurse license

Question - Have you changed nursing employers within the last year?
Answer - No

Question - If you are in a paid nursing position, is it primarily full-time, part-time or per diem?
Answer - Full-Time

Question - Which of the following best describes your current employment arrangement at this practice location?
Answer - Salaried

Question - In how many paid nursing positions do you work?
Answer - 1

Question - How many weeks have you worked in the last year?
Answer - 52

Question - How many TOTAL hours do you work during a typical week in all of your nursing positions?
Answer - 45

Question - Indicate the zip code of your primary employer. (5 digits only)

Answer - 44195

Question - Please identify the type of setting that most closely corresponds to your primary nursing practice.

Answer - Hospital – outpatient

Question - Please identify the position title that most closely corresponds to your primary nursing practice:

Answer - Other

Question - Please identify the practice area that most closely corresponds to your primary nursing practice.

Answer - Pulmonology

Question - How many hours do you work during a typical week in your primary nursing practice area?

Answer - 40

Question - Do you have a secondary nursing practice?

Answer - No

Question - Do you have a BSN?

Answer - Yes

Question - If you are proficient in a language other than English, please select from the list below.

Answer - (Not Applicable)

Question - Do you serve on a board that influences health care policy? For example, board of trustees; non-profit health related board; local, state, or federal health related board or policymaking body; etc.?

Answer - No

Question - Are you associated with the U.S. Armed Forces?

Answer - Not applicable

Attachments

If applicable, upload the Attachments for your license application by clicking the Add Attachment button(s). If uploading an attachment, the name of the attachment must be less than 80 characters in length for it to be received successfully. The character limit includes the attachment extension, such as (.doc) and (.pdf). The

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(.exe) and (.html) file extensions are not supported for submissions. For documentation that needs to be submitted directly to the Board or by hardcopy, please acknowledge by clicking the Attest button(s). If no attachment or attestation items appear, please click the Save and Continue button.

Review + Submit

Once the review has been processed, the license application will be completed.

Application Review - Completed

Attestation

I attest that I understand all of the fees required and paid by me in order to submit this application are non-refundable.

I verify that all information provided is true and accurate. I am aware that misrepresentation on this application may result in disciplinary action in accordance with 4723.28, ORC.

Consent to Electronic Signature - **Consented**

Date/Time Stamp - 8/16/2021 12:51 PM

Type your First Name and Last Name as they appear on the application to sign electronically.

STEPHANIE MCCARROLL

Submit your Application -After clicking the 'Submit' button below, you will no longer be able to change this application. **PLEASE DO NOT USE THE BROWSER'S BACK BUTTON AS THAT MAY**

OVERWRITE YOUR DATA. If you want to return to your application, simply log out and log back in.

If this application requires payment you will be prompted to begin the payment process. You must complete the payment process before the board will review your application. If this application does not require payment, you will be navigated back to the eLicense home page and the board will review your application.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/17/2004	200404500802	ARTICLES OF ORGANIZATION/DOM. LLC (LCA)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

BRANDON L. KING
UNIT 1 APT. 102 MONTICELLO VILLAGE
ATHENS, OH 45701

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, J. Kenneth Blackwell

1441513

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

BRANDON KING, LTD., AMS-05

and, that said business records show the filing and recording of:

Document(s)

ARTICLES OF ORGANIZATION/DOM. LLC

Document No(s):

200404500802



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 13th day of February,
A.D. 2004.

J. Kenneth Blackwell
Ohio Secretary of State

23 APR 28 PM 1:57

[EXHIBIT 2]

513

Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)

☐ YesPO Box 1390
Columbus, OH 43216

*** Requires an additional fee of \$100 ***

☒ NoPO Box 670
Columbus, OH 43216**ORGANIZATION / REGISTRATION OF
LIMITED LIABILITY COMPANY**

(Domestic or Foreign)

Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) ☒ Articles of Organization for
Domestic Limited Liability Company
(115-LCA)
ORC 1705(2) ☐ Application for Registration of
Foreign Limited Liability Company
(106-LFA)
ORC 1705

(Date of Formation)

(State)

Complete the general information in this section for the box checked above.

Name Brandon King, Ltd., AMS - 05☐ Check here if additional provisions are attached

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd, Ltd., LLC, L.L.C.

Complete the information in this section if box (1) is checked.

Effective Date (Optional)

(mm/dd/yyyy)

Date specified can be no more than 90 days after date of filing. If a date is specified,
the date must be a date on or after the date of filing.This limited liability company shall exist for
(Optional)

(Period of existence)

Purpose
(Optional)The address to which interested persons may direct requests for copies of any operating agreement and any bylaws
of this limited liability company is

(Optional)

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

(State)

(Zip Code)

Complete the information in this section if box (1) is checked Cont.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member, manager or representative of

Brandon King, Ltd., AMS - 05

(name of limited liability company)

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

Brandon King

(Name of Agent)

13308 Euclid Ave., Suite: 105

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

East Cleveland

(City)

Ohio

(State)

44112

(Zip Code)

Must be authenticated by an
authorized representative

Authorized Representative

BRANDON King

2/10/2004

Date

Authorized Representative

Date

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

Brandon King, Ltd., AMS - 05

(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.

BRANDON KING (Agent's signature)

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

Complete the information in this section if box (2) is checked.

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

(State)

(Zip Code)

The name under which the foreign limited liability company desires to transact business in Ohio is

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

Ohio

(State)

(Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- a. the agent cannot be found, or
- b. the limited liability company fails to designate another agent when required to do so, or
- c. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED
Must be authenticated (signed)
by an authorized representative
(See Instructions)


Authorized Representative

2/10/2004

Date

BRANDON KING
(Print Name)


Authorized Representative


Date

(Print Name)



Get Your Voting Information

Voter

BRANDON LEE KING

Date of birth

3/19/1968

Address

1735 ELSINORE AVE
EAST CLEVELAND, OH 44112

Current polling location

MAYFAIR ELEMENTARY SCHOOL
13916 MAYFAIR AVENUE
EAST CLEVELAND, OH 44112

[Map and directions](#)

Precinct

EASTCLEVELAND-03-E

Party Affiliation

Democrat

District

- CONGRESSIONAL DISTRICT 11
- COUNTY COUNCIL DISTRICT 10
- EAST CLEVE CSD -TAX ID # 1812
- EAST CLEVE MUNI COURT DISTRICT
- EAST CLEVELAND LIBRARY DISTRICT
- EAST CLEVELAND WARD 3
- HOUSE DISTRICT 22
- METROPARKS DISTRICT
- STATE BOARD OF EDU DISTRICT 10
- STATE SENATE DISTRICT 21

— Participation History

NOTE: Voter participation data may not be immediately available at the end of an election. Please allow for certifications and data entry.

11/8/2022

Precinct: EAST CLEVELAND -03-E

Ballot Type: Absentee

Election Date: 11/8/2022

Mailed Date: 11/2/2022

Processed Date: 11/2/2022

Returned Date: 11/2/2022

[EXHIBIT 3]

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517

Returned Date: 7/31/2022

5/3/2022 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 5/3/2022
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/2/2021 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/2/2021
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

9/14/2021 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 9/14/2021
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

8/3/2021 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 8/3/2021
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/3/2020 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/3/2020
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

3/17/2020 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 3/17/2020
Mailed Date: 4/22/2020
Processed Date: 4/22/2020
Returned Date: 1/1/0001

11/5/2019 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/5/2019
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

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Returned Date: 11/3/2018

5/8/2018 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 5/8/2018
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/7/2017 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/7/2017
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

9/12/2017 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 9/12/2017
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

12/6/2016 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 12/6/2016
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/8/2016 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/8/2016
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

6/21/2016 Precinct: EAST CLEVELAND -03-E
Ballot Type: Absentee
Election Date: 6/21/2016
Mailed Date: 6/14/2016
Processed Date: 6/14/2016
Returned Date: 6/14/2016

3/15/2016 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 3/15/2016
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

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Returned Date: 1/1/0001

11/3/2015 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/3/2015
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/4/2014 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/4/2014
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

5/6/2014 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 5/6/2014
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/5/2013 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/5/2013
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

10/1/2013 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 10/1/2013
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/6/2012 Precinct: EAST CLEVELAND -03-E
Ballot Type: Absentee
Election Date: 11/6/2012
Mailed Date: 10/4/2012
Processed Date: 10/4/2012
Returned Date: 10/5/2012

3/6/2012 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 3/6/2012
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

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Returned Date: 1/1/0001

11/2/2010 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/2/2010
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

9/7/2010 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 9/7/2010
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

5/4/2010 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 5/4/2010
Mailed Date: 4/12/2010
Processed Date: 4/12/2010
Returned Date: 1/1/0001

11/3/2009 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/3/2009
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

9/29/2009 Precinct: EAST CLEVELAND -03-E
Ballot Type: Absentee
Election Date: 9/29/2009
Mailed Date: 9/22/2009
Processed Date: 9/22/2009
Returned Date: 9/22/2009

11/4/2008 Precinct: EAST CLEVELAND -03-E
Ballot Type: Absentee
Election Date: 11/4/2008
Mailed Date: 10/28/2008
Processed Date: 10/28/2008
Returned Date: 10/29/2008

10/14/2008 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 10/14/2008
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

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Returned Date: 1/1/0001

11/6/2007 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/6/2007
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/7/2006 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/7/2006
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

5/2/2006 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 5/2/2006
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/8/2005 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 11/8/2005
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

10/4/2005 Precinct: EAST CLEVELAND -03-E
Ballot Type: Poll
Election Date: 10/4/2005
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/2/2004 Precinct: EAST CLEVELAND-03- E
Ballot Type: Poll
Election Date: 11/2/2004
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

11/4/2003 Precinct:
Ballot Type: Poll
Election Date: 11/4/2003
Mailed Date: 1/1/0001
Processed Date: 1/1/0001
Returned Date: 1/1/0001

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Returned Date: 1/1/0001

Ballot

There are no upcoming elections for your precinct. Please check back at a later date

Attention

Public Safety Officials

If you are a public safety professional that has submitted an Ohio Attorney General Request to Redact Address form to the Cuyahoga County Board of Elections to redact your home address from the public database, your voter registration information is not available through the online voter query. Please call the Board of Elections to verify your registration information.

 **216-443-VOTE (8683)**

Was this page helpful?

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 Board of Elections
2925 Euclid Avenue
Cleveland, OH 44115 


(216) 443-8683 (VOTE)

[Contact us](#)

State Resources



[Register to Vote](#) 

[Update Your Voter Information](#) 

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DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/02/2008	200736502492	AMEND/ARTICLES- ORGANIZATION/DOM. LLC (LAM)	50.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

BRANDON KING
20230 GLEN RUSS LANE
EUCLID, OH 44117

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1441513

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
AMS-05, LTD. (AMERICAN MERCHANDISING SERVICES)
and, that said business records show the filing and recording of:

Document(s)
AMEND/ARTICLES-ORGANIZATION/DOM. LLC

Document No(s):
200736502492



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 24th day of December,
A.D. 2007.

Ohio Secretary of State

2008 APR 28 PM 1:58

[EXHIBIT 4] 524



Prescribed by:

The Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)

Mail Form to one of the following:

- ☐ Yes PO Box 1390
Columbus, OH 43216
*** Requires an additional fee of \$100 ***
- ☒ No PO Box 1329
Columbus, OH 43216

**Limited Liability Company Certificate of
Amendment / Restatement / Correction**
(Domestic or Foreign)
Filing Fee \$50.00

(CHECK ONLY ONE (1) BOX)

(1) Domestic Limited Liability Company <input checked="" type="checkbox"/> Amendment (129-LAM) <input type="checkbox"/> Restatement (142-LRA) <u>2-17-2004</u> (Date of Organization)	(2) Foreign Limited Liability Company <input type="checkbox"/> Correction (135-LFC) _____ (Home State)
_____ (Qualifying in Ohio on MM/DD/YY)	

The undersigned authorized representative of BRANDON KING, LTD. AMS-051441513
 (Name) (Registration Number)

The above stated Limited Liability Company does hereby certify that the undersigned is duly authorized to execute this certificate, and hereby certifies that the above named Limited Liability Company ☒ Amend ☐ Restate ☐ Correct the following:

Complete the information in this section if box (1) Restatement is checked, all sections below must be completed.
 If box (1) Amendment or box (2) Correction is checked only complete sections that applies.

FIRST: The name of said limited liability company shall be:

AMS-OS, Ltd (AMERICAN MERCHANDISING SERVICES)
 (the name must include the words "limited liability company", "limited", "Ltd.", "Ltd.", "LLC", or "L.L.C.")

SECOND: (OPTIONAL) This limited liability company shall exist for a period of _____

THIRD: The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is (OPTIONAL):

20230 Glen Russ Ln.
 (street address)

NOTE: P.O. Box Addresses are NOT acceptable.

Euclid
 (city, township, or village)

OH 44117
 (state) (zip code)

☐ Please check if additional provisions attached hereto are incorporated herein and made a part of these articles of organization.

FOURTH: Purpose (OPTIONAL)

Complete the information in this section if box (2) is checked and the Limited Liability Company wants to appoint a statutory agent

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is:

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City, village or township)

Ohio

(State)

(Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- A. the agent cannot be found or,
- B. the limited liability company fails to designate another agent when required to do so, or
- C. the limited liability company's registration to do business in Ohio expires or is cancelled

REQUIRED

Must be authenticated (signed)
by an authorized representative
(See Instructions)

BLK

Authorized Representative

BRANDON KING

(Print Name)

12-17-07

Date

Authorized Representative

(Print Name)

Authorized Representative

(Print Name)

Date

Date

Instrument Book Page
202000005220 OR 572 1711

202000005220
Filed for Record in
ATHENS COUNTY, OHIO
JESSICA MARKINS, RECORDER
09-22-2020 At 01:31 pm.
MORTGAGE 114.00
OR Book 572 Page 1711 - 1722

202000005220
SECURE TITLE SERVICES

When recorded, return to:
T2 Financial LLC DBA/Revolution Mortgage
480 Olde Worthington Road, Suite 300
Westerville, OH 43082

LOAN #: 20400671

[Space Above This Line For Recording Data]

MORTGAGE

MIN: 1014783-0000017801-5

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **September 18, 2020**, together with all Riders to this document.

(B) "Borrower" is **BRANDON L KING, AN UNMARRIED MAN.**

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is **T2 Financial LLC DBA/Revolution Mortgage.**

Lender is a **Limited Liability Corporation**, organized and existing under the laws of **Ohio**.
Lender's address is **480 Olde Worthington Road, Suite 300, Westerville, OH 43082**

(E) "Note" means the promissory note signed by Borrower and dated **September 18, 2020**. The Note states that Borrower owes Lender **ONE HUNDRED SEVENTY ONE THOUSAND AND NO/100**..... Dollars (U.S. **\$171,000.00**)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **October 1, 2050**.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."



EXHIBIT 5
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LOAN #: 20400671

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |
| <input type="checkbox"/> V.A. Rider | | |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

County [Type of Recording Jurisdiction] Of
ATHENS [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

which currently has the address of 136 DAILEY RD, ALBANY,

[Street] [City]

Ohio 45710

[Zip Code]

("Property Address"):



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LOAN #: 20400671

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all



LOAN #: 20400671

notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.



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If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.



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9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for mortgage insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the



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Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.



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Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants



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or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure

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the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Certain Other Advances. In addition to any other sum secured hereby, this Security Instrument shall also secure the unpaid principal balance of, plus accrued interest on, any amount of money loaned, advanced or paid by Lender to or for the account and benefit of Borrower, after this Security Instrument is delivered to and filed with the Recorder's Office, **ATHENS** County, Ohio, for recording. Lender may make such advances in order to pay any real estate taxes and assessments, insurance premiums plus all other costs and expenses incurred in connection with the operation, protection or preservation of the Property, including to cure Borrower's defaults by making any such payments which Borrower should have paid as provided in this Security Instrument, it being intended by this Section 24 to acknowledge, affirm and comply with the provision of § 5301.233 of the Revised Code of Ohio.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Brandon L King 9-18-2020 (Seal)
BRANDON L KING DATE

State of OHIO
County of Athen

This is an acknowledgement; no oath or affirmation was administered to the signer. The foregoing instrument was acknowledged before me this **SEPTEMBER 18, 2020** (date) by **BRANDON L KING, AN UNMARRIED MAN** (name(s) of person(s) acknowledged).



LAURIE DEAL
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
APRIL 5, 2024

[Signature]
(Signature of Person Taking
Acknowledgement)

(Title or Rank) _____

My commission expires: _____

Lender: T2 Financial LLC DBA/Revolution Mortgage
NMLS ID: 1686046
Loan Originator: Lisa M Simons
NMLS ID: 425616



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Instrument Book Page
202000005220 OR 572 1721

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**THIS INSTRUMENT WAS PREPARED BY:
T2 FINANCIAL LLC DBA/REVOLUTION MORTGAGE
480 OLDE WORTHINGTON ROAD, SUITE 300
WESTERVILLE, OH 43082
844-852-0055**



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Legal Description
For File: STS12895

Situated in the Township of Lee, County of Athens, and State of Ohio:

Situate in Section 13, Town 10, Range 15, and the State of Ohio being more fully described as follows:

Beginning at the Southeast corner of Section 13, said point also being in the common line of Athens County and Meigs County, thence North 86 deg. 08' West 2690.33 feet along the South line of said Section 13, to a R.R. spike in the existing centerline of Township Road Number 2;

Thence in the roadway North 3 deg. 52' East 1360.92 feet to another spike in the existing centerline of Township Road Number 2;

Thence South 86 deg. 08' East 550.0 feet to the real place of beginning;

Thence South 3 deg. 52' West 655.92 feet to an iron pin;

Thence North 86 deg. 08' West 550.0 feet to a R.R. Spike in the existing centerline of Township Road Number 2;

Thence in the roadway, North 3 deg. 52' East 305.92 feet to another R.R. spike in the road centerline;

Thence South 86 deg. 08' East 518.0 feet to an iron pin;

Thence North 3 deg. 52' East 350.0 feet to an iron pin; Thence South 86 deg. 08' East 32.00 feet to the point of beginning and containing 4.12 acres more or less.

Excepting therefrom that property conveyed by deed recorded in Volume 364 at Page 687 Athens Co. Deed Records being situated in the State of Ohio, County of Athens, and Township of Lee, and more particularly described as follows:

Beginning at the Southeast corner of said Section 15, said point also being in the common line of Athens County and Meigs County;

Thence No. 86 deg. 08' West 2690.33 feet along the South line of said Section 13 to a R.R. spike in the existing centerline of Township Road No. 2;

Thence in the roadway North 3 deg. 52' East 1360.92 feet to another spike in the existing centerline of Township Road Number 2;

Thence South 86 deg. 08' West 550 feet to a R.R. spike in the existing centerline of Township Road Number 2, thence in the roadway North 03 deg. 52' East 173.92 feet to an iron pin;

Thence South 86 deg. 08' 00" East 518.0 feet to an iron pin;

Thence North 3 deg. 52' 00" East 350.00 feet to an iron pin thence South 86 deg. 08' East 32 feet to the point of beginning and containing 2.453 acres. This description includes an existing 32 foot right of way running from the NE corner of said tract North 32 deg. 52' 00" East 350.00 feet.

PPN: H01-00100073-00

See Deed Ref OR 572 Pg 1709

538



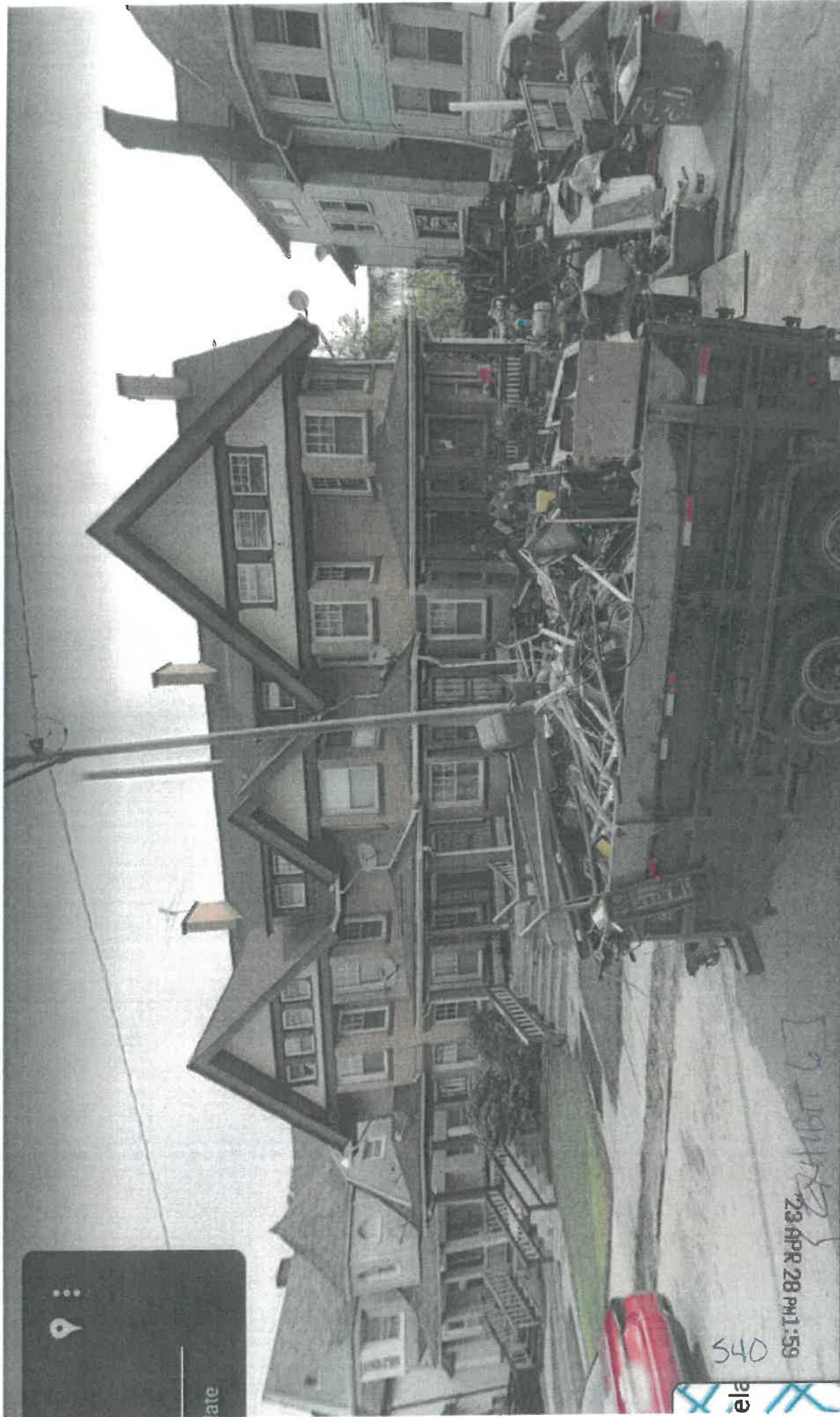
Google

Image capture: Jun 2022 © 2023 Google

[EXHIBIT 6]

23 APR 28 PM 1:59

539



540

23 APR 28 PM 1:59

27-1191475



Jun 2022



May 2019



Sep 2015



Aug 2014



Aug 2009

EX-11011



Jun 2022



May 2019



Sep 2015



Aug 2014



Aug 2009

W. 1st Ave. N



13 09/28



Jun 2022



May 2019



Sep 2015



Aug 2014



Aug 2009

N

EX11511



65TH ST & JULY



543



Jun 2022



May 2019



Sep 2015



Aug 2014



Aug 2009

Image capture: Aug 2009

st date

Location pin icon

More options icon (three dots)

Motions and documents
filed after the
5/10/23 Board Meeting
Regarding Voter Challenges

Motion to Recuse

Filed by Charles Tyler, Sr

Received May 18, 2023, at 12:58 PM

**BEFORE THE CUYAHOGA COUNTY BOARD OF ELECTIONS
KING FAMILY RC 23, 2023 VOTER CHALLENGE HEARING**

KING FAMILY MOTION TO RECUSE BOARD MEMBER LISA STICKEN

Now comes undersigned Counsel on behalf of the King Family requesting that Board Member Lisa Sticken remove herself from the consideration of the King Family voter challenge due to the fact Ms. Sticken and Quallified Elector Challenger Eric Brewer are friends and Ms. Sticken supported Mr. Brewer throughout his campaign for Congress against Shontel Brown. The closeness of their relationship is such that the King Family could not be assured a neutral, detached hearing officer in Ms. Sticken,



Such a compromised hearing would deprive the King family of a fair and impartial hearing. *State v/ Urbina*, 2021-Ohio-4254; *Spitulski v. Bd. Of Educ. Of the Toledo City Sch. Dis.*, 2018-Ohio-3984. This Motion to Recuse Board Member Sticken is made to ensure that the King family Hearing is a fundamentally fair proceeding. This Motion is made to not only make sure that the King family has a meaningful opportunity to be heard; but, also to protect the integrity of Ms Sticken from the appearance of impropriety which is based upon whether the

conduct would create in reasonable minds a perception that a defacto or *dejure* 'judge' violated Ohio Jud.Cond.R.1.2.

/s/ Charles Tyler Sr.
Charles Tyler Sr.
Attorney and Counselor at Law
137 S. Main Street, Suite 206
Akron, Ohio 44308
330.665.0910 (f) 330.665.0718
charles.tyler@tylerlawoffice.com
www.tylerlawoffice.com

CERTIFICATE OF SERVICE

A copy of the foregoing was sent by email to Atty. Mark Musson, Dir. Perlatti and Board Clerk Benjjani this 18th day of May, 2023 by email at mmusson@prosecutor.cuyahogacounty.us; aperlatti@cuyahogacounty.gov; and, mbejjani@cuyahogacounty.gov.

/s/ Charles Tyler Sr.

Stephanie M. King

Voter Registration and Information Update Form

Received 5.17.2023

Voter Registration and Information Update Form

Please read instructions carefully. Please type or print clearly with blue or black ink.
For further information, you may consult the Secretary of State's website at: VoteOhio.gov or call 877-SOS-OHIO (877-767-6446).

Eligibility

You are qualified to register to vote in Ohio if you meet all the following requirements:

1. You are a citizen of the United States.
2. You will be at least 18 years old on or before the day of the general election.
3. You will be a resident of Ohio for at least 30 days immediately before the election in which you want to vote.
4. You are not incarcerated (in jail or in prison) for a felony conviction.
5. You have not been declared incompetent for voting purposes by a probate court.
6. You have not been permanently disenfranchised for violations of election laws.

Use this form to register to vote or to update your current Ohio registration if you have changed your address or name.

NOTICE: This form must be received or postmarked by the 30th day before an election at which you intend to vote. You will be notified by your county board of elections of the location where you vote. If you do not receive a notice following timely submission of this form, please contact your county board of elections.

Please see information on back of this form to learn how to obtain an absentee ballot.

Numbers 1 and 2 below are required by law. You must answer both of the questions for your registration to be processed.

Identification Requirements

If you have a current Ohio driver's license or state ID card, you must provide that number on line 10. If you do not have an Ohio driver's license or state ID card, you must provide the last four digits of your Social Security number on line 10. If you have neither, please write "None."

Residency Requirements

Your voting residence is the location that you consider to be a permanent, not a temporary, residence. Your voting residence is the place in which your habitation is fixed and to which, whenever you are absent, you intend to return. If you do not have a fixed place of habitation, but you are a consistent or regular inhabitant of a shelter or other location to which you intend to return, you may use that shelter or other location as your residence for purposes of registering to vote. If you have questions about your specific residency circumstances, you may contact your local board of elections for further information.


Your Signature

In the area below the arrow in Box 14, please write your cursive, hand-written signature or make your legal mark, taking care that it does not touch the surrounding lines so when it is digitally imaged by your county board of elections it can effectively be used to identify your signature.

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE

I am: ☐ Registering as an Ohio voter ☒ Updating my address ☒ Updating my name

1. Are you a U.S. citizen? ☒ Yes ☐ No
2. Will you be at least 18 years of age on or before the next general election? ☒ Yes ☐ No
If you answered NO to either of the questions, do not complete this form.

3. Last Name King		First Name Stephanie		Middle Name or Initial M	Jr., II, etc.
4. House Number and Street (Enter new address if changed) 20230 Glen Russ Lane		Apt. or Lot #		5. City or Post Office Euclid	6. ZIP Code 44117
7. Additional Mailing Address (if necessary)			8. County (where you live) Cuyahoga		FOR BOARD USE ONLY SEC4010 (rev. 2/7/23) City, Village, Twp. Ward Precinct School Dist. Cong. Dist. Senate Dist. House Dist.
9. Birthdate (MM/DD/YYYY) (required) 12/16/1979		10. Ohio driver's license number, state ID card number, OR last four digits of Social Security number (one form of ID required to be listed or provided) OH RM 784523		11. Phone Number (voluntary)	
12. PREVIOUS ADDRESS IF UPDATING CURRENT REGISTRATION - Previous House Number and Street 3837 E. Antisdale Road					
Previous City or Post Office S. Euclid		Previous County Cuyahoga		Previous State Ohio	
13. CHANGE OF NAME ONLY Former Legal Name Stephanie M. McCarroll			Former Signature Stephanie M. McCarroll		
14. I declare under penalty of election falsification I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election, and will be at least 18 years of age at the time of the general election.					
Your Signature 		Date (MM/DD/YYYY) 5/16/2023			
<div style="border: 1px dashed black; padding: 10px; text-align: center;">Stephanie M. King</div>					

MAY 17 2023 AM 10:30

Motion to Dismiss Stephanie McCarroll-King

Filed by: Sheldon Starke

Received May 18, 2023 @ 3:19 PM

MOTION TO DISMISS AND CANCEL HEARING

starkelaw <starkelaw@aol.com>

Thu 5/18/2023 3:19 PM

To: Mary L. Bejjani <mbejjani@cuyahogacounty.gov>

Cc: whemmons@eastcleveland.org <whemmons@eastcleveland.org>; jamesalexanderjrattorney@yahoo.com <jamesalexanderjrattorney@yahoo.com>; jasongk1978@gmail.com <jasongk1978@gmail.com>

Dear Mary: Below is my Motion to Dismiss the Stephanie McCarroll-King

BEFORE THE CUYAHOGA COUNTY BOARD OF ELECTIONS

In the Matter of

STEPHANIE MARIE McCARROLL-KING

v.

THE CUYAHOGA COUNTY BOARD OF ELECTIONS

STEPHANIE MARIE McCARROLL-KING MOTION TO DISMISS

Now comes STEPHANIE MARIE McCARROLL-KING, and MOVES TO DISMISS this matter and the hearing consistent therewith as set for May 23, 2023 set before the Board.

This matter was clarified in a revised notice pursuant to this continued matter and particularly during a telephonic conference with Cuyahoga Common Pleas Court Judge Timothy McCormick pursuant to Brandon L. King et al v. Cuyahoga County Board of Elections et al Case No.: 23-979218 and most particularly, as the Board's learned Assistant County Prosecutor, Mark Musson represented to the court, that the Hearing at the Board only involved proper "future" material, i.e., for Mrs. McCarroll-King, the appropriate precinct wherein she will be voting. Mrs. McCarroll-King updated her residency requirements and filed the same with the Board on May 17, 2023, along with a courtesy copy to Mary Bejjani.

Therefore STEPHANIE MARIE McCARROLL-KING moves that this matter be dismissed as moot and the hearing's purpose having been met and accomplished that the hearing be cancelled accordingly.

//Sheldon P. Starke/ /

Attorney for STEPHANIE MARIE McCARROLL-KING

216 244 3423

//Sheldon P. Starke//

Sheldon P. Starke

Attorney at Law

for Stephanie M. McCarroll

+1 216 244 3423

Motion to Strike

Filed by Attorney Sheldon Starke

Received 5.16.2023 @4:28 PM (Late)

Deadline 5.16.2023 @4:00 PM

On behalf of Stephanie Marie McCarroll-King

MOTION TO STRIKE

starkelaw <starkelaw@aol.com>

Tue 5/16/2023 4:28 PM

To: Mary L. Bejjani <mbejjani@cuyahogacounty.gov>

BEFORE THE CUYAHOGA COUNTY BOARD OF ELECTIONS

In the Matter of STEPHANIE MARIE MCCARROLL-KING a.k.a. BRANDON L. KING.,)
et al.)

)

)

v.)

)

CUYAHOGA COUNTY BOARD OF,)
ELECTIONS, et al.)

)

)

STEPHANIE MARIE MCCARROLL-KING MOTION TO STRIKE ANY EXTRANEIOUS, IMMATERIAL DOCUMENTS

Now comes STEPHANIE MARIE McCARROLL-KING, and MOVES TO STRIKE all the 1.27 pounds of material that was provided to the Board as evidence. The Original Notice of the Hearing for May 10th, did not provide proper notice of what my client as to what, exactly, Stephanie McCarroll-King is to respond. Ordinarily that would be stricken by any judicial or quasi-judicial body as the notice of the matter lacked Fourteenth Amendment notice and procedural specificity, thus the Respondent would not be capable of articulating a meaningful response and simply did not comport with fundamental due process.

However, the matter was clarified in a revised notice pursuant to a revised notice of the continued matter and particularly during a telephonic conference with Cuyahoga Common Pleas Court Judge Timothy McCormick pursuant to Brandon L. King et al v. Cuyahoga County Board of Elections et al Case No.: 23-979218 and most particularly as your learned representative Assistant County Mark Musson represented to the court that the Hearing at the Board only involved proper “future” material, i.e., the appropriate precinct wherein my client would be voting. The hearing at the Board of Elections has nothing to do with the volume of documents filed and those documents are absolutely not relevant to the current matter before the board and for these purposes are unnecessary and need to be stricken.

Therefore, STEPHANIE MARIE MCCARROLL-KING moves that the materials are stricken and joins in any similar motions and their respective arguments to strike that 150 some odd pages of material filed herein as irrelevant to the instant matter.

//Sheldon P. Starke/ /

Attorney for STEPHANIE MARIE MCCARROLL-KING
216 244 3423

Sheldon P. Starke
Attorney at Law
Ohio, Florida and New York (R)
+1 216 244 3423

-----Original Message-----

From: Mary L. Bejjani <mbejjani@cuyahogacounty.gov>
To: missstefie1216@icloud.com <missstefie1216@icloud.com>
Cc: starkelaw <starkelaw@aol.com>
Sent: Thu, May 11, 2023 11:37 am
Subject: CCBOE Notice of Hearing Continuance

Dear Ms. McCarroll-King,

On May 10, 2023, The Cuyahoga County Board of Elections (CCBOE) continued the hearing Challenging Voter Residency relative to Stephanie McCarroll-King.

The Board has continued the hearing to Tuesday, May 23, 2023 at 9:30 a.m., at 2925 Euclid Ave, 4th Floor Board Room, Cleveland, OH, 44115.

Please review the attached notification letter and notice of procedures for detailed instructions.

Additionally, the CCBOE has also sent this information via certified and standard mail to your attention.

Should you have any questions, please contact me.

Please confirm receipt of this notification.

Sincerely,

Mary Bejjani



Mary L. Bejjani
Clerk to the Board
Administrative Assistant
Republican Board Office
2925 Euclid Ave. | Cleveland, OH 44115
www.443vote.us | 216.443.6430

Motion to Strike

Filed by Attorney James Alexander

Received 5.16.2023 @4:30 PM (Late)

Deadline 5.16.2023 @4:00 PM


On behalf of Brandon King, Stephanie Marie McCarroll-
King, Norma King, Norman Kin, and Cecil King Jr.

King Election Challenge

jamesalexanderjrattorney@yahoo.com <jamesalexanderjrattorney@yahoo.com>

Tue 5/16/2023 4:30 PM

To: Musson, Mark R. <mmusson@prosecutor.cuyahogacounty.us>; Mary L. Bejjani <mbejjani@cuyahogacounty.gov>

 1 attachments (208 KB)

KING MOTION TO STRIKE.pdf;

Please find attached the King Family Motion to Strike to be filed in connection with the challenge.

Thanks

James Alexander, Jr.
James Alexander, Jr., Esq., LLC
The Attorney For All Ages™
2000 Lee Rd., Suite 14
Cleveland Heights, OH 44118
216-744-3555; 216-269-9569-cell

BEFORE THE CUYAHOGA COUNTY BOARD OF ELECTIONS

In the Matter of BRANDON L. KING .,
et al.

v.

**CUYAHOGA COUNTY BOARD OF,
ELECTIONS, *et al.***

**KING FAMILY MOTION TO STRIKE ANY EXTRANEOUS, IMMATERIAL
DOCUMENTS**

Now come challenged electors Brandon King, Stephanie Marie McCarroll-King, Norma King, Norma King, Cecil King, Jr., and Norman King and move to strike the extraneous, immaterial and irrelevant material filed by Eric Brewer in connection with his election challenge.

On the evening of May 4, 2023, Mayor Brandon L. King received by email from Board of Elections Clerk Mary Benajji over 150 miscellaneous documents consisting of birth, death, incorporation, graduation and licensure certificates submitted by a qualified elector named Eric Brewer. Mr. Brewer's application for the challenge to vote of the above was dated April 17, 2023; Mr. Brewer subsequently submitted two more batches of documents on April 23, 2023 and again on April 28, 2023.

The statutory basis for the challenge was R.C. 3503.24 which reads:

R.C. 3503.24 provides in pertinent part:

1. Application for the correction of any precinct registration list or a challenge of the right to vote of any registered elector may be made by any qualified elector at the office of the board of elections not later than the thirtieth day before the day of the election

In addition, the statute states:

...If the board is not able to determine whether an application or challenge should be granted or denied solely on the basis of the records maintained by the board, the director shall promptly set a time and date for a hearing before the board. The hearing shall be held, and the application or challenge shall be decided, no later than *ten days* after the board received the application or challenge.

As above, the ‘qualified elector’ filed his Challenge to Respondents right to vote on April 17, 2023. stated The City of East Cleveland did not have a Primary in the May 2, 2023 Election. If Respondents had had a Primary May 2, 2023, then the last day to put in a Challenge would have been April 2nd [which was on a Sunday so the last day would have been March 31, 2023]. As it is, the last East Cleveland Election was on November 8, 2023. The last day to Challenge that Election was October 7, 2023. Likewise, a May 10, 2023 Hearing is very much beyond an April 17, 2023 Complaint date.

When questioned about this time frame by the judge in companion Common Pleas court case CV 23- 979218, Cuyahoga County Board of Elections Counsel assured the judge that the challenge did not relate to any past elections, but only related to future ones. Said Counsel went further to confirm to the Court and to undersigned counsel and other counsel Sheldon Starke that no materials would be used in the May 23, 2023 hearing that related to past elections. Only materials he declared that would be used would be those that related to *future* elections pursuant to R. C. 3503.02:

Section 3503.02 | Residence determination rules.

Effective:

February 25, 2014

Latest Legislation:

Senate Bill 109 - 130th General Assembly

PDF:

Download Authenticated PDF

All registrars and precinct election officials, in determining the residence of a person offering to register or vote, shall be governed by the following rules:

(A) That place shall be considered the residence of a person in which the person's habitation is fixed and to which, whenever the person is absent, the person has the intention of returning.

(B) A person shall not be considered to have lost the person's residence who leaves the person's home and goes into another state or county of this state, for temporary purposes only, with the intention of returning.

(C) A person shall not be considered to have gained a residence in any county of this state into which the person comes for temporary purposes only, without the intention of making such county the permanent place of abode.

(D) The place where the family of a married person resides shall be considered to be the person's place of residence; except that when the spouses have separated and live apart, the place where such a spouse resides the length of time required to entitle a person to vote shall be considered to be the spouse's place of residence.

(E) If a person removes to another state with the intention of making such state the person's residence, the person shall be considered to have lost the person's residence in this state.

(F) Except as otherwise provided in division (G) of this section, if a person removes from this state and continuously resides outside this state for a period of four years or more, the person shall be considered to have lost the person's residence in this state, notwithstanding the fact that the person may entertain an intention to return at some future period.

(G)(1) If a person removes from this state to engage in the services of the United States government, the person shall not be considered to have lost the person's residence in this state, and likewise should the person enter the employment of the state, the place where such person resided at the time of the person's removal shall be considered to be the person's place of residence.

(2) If a person removes from this state to a location outside of the United States and the person does not become a resident of another state, the person shall not be considered to have lost the person's residence in this state. The place where the person resided at the time of the person's removal shall be considered to be the person's place of residence.

(3) If a person is eligible to vote in this state under division (D)(2) of section [3511.011](#) of the Revised Code, the place where the person's parent or legal guardian resided in this state prior to that parent or legal guardian's removal to a location outside of the United States shall be considered to be the person's place of residence.

(4) If an address that is considered to be a person's place of residence under division (G) of this section ceases to be a recognized residential address, the board of elections shall assign an address to the applicable person for voting purposes.

(H) If a person goes into another state and while there exercises the right of a citizen by voting, the person shall be considered to have lost the person's residence in this state.

(I) If a person does not have a fixed place of habitation, but has a shelter or other location at which the person has been a consistent or regular inhabitant and to which the person has the intention of returning, that shelter or other location shall be deemed the person's residence for the purpose of registering to vote.

As all of the material submitted by Mr. Brewer relate to past elections and is not prospective to the next election be it in August, 2023, September, 2023 or November, 2023, it must be stricken. And, since the determination at hand only relates to future elections only the only relevant evidence that should be considered by the Board is that relating to elections thirty days hence. *State v Steom*, 2018-Ohio-2621.. Ohio Rule of Evidence 401 defines relevant evidence means “evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence. Further the evidence presented by Mr. Brewer is unauthenticated and not admissible either in an administrative hearing nor in a court one. Ohio R. Evid. 901 requires authentication or identification as a condition precedent to admissibility of which none of the documents submitted by Mr. Brewer meets the pre-requisite standard. And again, the subject unauthenticated documents relate to past elections not future ones, thirty days hence.

Respectfully submitted,

/s/ James Alexander
James Alexander, 0033384
Attorney for Respondents
James Alexander, Jr., Esq., LLC
The Attorney For All Ages™
2000 Lee Rd., Suite 14
Cleveland Heights, OH 44118
216-744-3555; 216-269-9569-cell
jamesalexanderjrattorney@yahoo.com

CERTIFICATE OF SERVICE

I hereby certify that the foregoing was electronically filed with the Court on this 16th day of May, 2023; and upon mmusson@prosecutor.cuyahogacounty.us and upon all registered parties.

/s/ James Alexander, Jr.

Notice of Appearance of Co-Counsel

Filed by Charles Tyler, Sr

Received May 18, 2023, at 12:58 PM

**BEFORE THE CUYAHOGA COUNTY BOARD OF ELECTIONS
KING FAMILY RC 23, 2023 VOTER CHALLENGE HEARING**

NOTICE OF APPEARANCE OF CO-COUNSEL

Now comes undersigned Counsel, Atty, Charles Tyler Sr. on behalf of the King Family who hereby enters his appearance as Co-Counsel.

Please send documents, correspondents and pleadings relating to the above case to the address below as well as all other Co-Counselors who have entered an appearance.

/s/ Charles Tyler Sr.
Charles Tyler, Sr.
Attorney and Counselor at Law
Atty. Registration No. 0074100
137 S. Main Street, Suite 206
Akron, Ohio 44308
330.665.0910 (f) 330.665.0718
charles.tyler@tylerlawoffice.com
www.tylerlawoffice.com

CERTIFICATE OF SERVICE

A copy of the foregoing was sent by email to Atty. Mark Musson, Dir. Anthony Perlatti and Board Clerk this 18th day of May, 2023 by email at mmusson@prosecutor.cuyahoga.us; mbejjani@cuyahogacounty.gov; aperlatti@cuyahogacounty.gov..

/s/ Charles Tyler Sr.

Motion to Strike

Filed by Charles Tyler, Sr

Received May 18, 2023, at 12:58 PM

BEFORE THE CUYAHOGA COUNTY BOARD OF ELECTIONS

In the Matter of BRANDON L. KING .,)
<i>et al.</i>)
)
)
v.)
)
CUYAHOGA COUNTY BOARD OF,)
ELECTIONS, <i>et al.</i>)
)
)

**KING FAMILY MOTION TO STRIKE ANY EXTRANEIOUS, IMMATERIAL
DOCUMENTS**

Now come challenged electors Brandon King, Stephanie Marie McCarroll-King, Norma King, Norma King, Cecil King, Jr., and Norman King.

On the evening of May 4, 2023, Mayor Brandon L. King received by email from Board of Elections Clerk Mary Benajji over 150 miscellaneous documents consisting of birth, death, incorporation, graduation and licensure certificates submitted by a qualified elector named Eric Brewer. Mr. Brewer's application for the challenge to vote of the above was dated April 17, 2023; Mr. Brewer subsequently submitted two more batches of documents on April 23, 2023 and again on April 28, 2023.

The statutory basis for the challenge was R.C. 3503.24 which reads:

R.C. 3503.24 provides in pertinent part:

1. Application for the correction of any precinct registration list or a challenge of the right to vote of any registered elector may be made by any qualified elector at the office of the board of elections not later than the thirtieth day before the day of the election

In addition, the statute states:

...If the board is not able to determine whether an application or challenge should be granted or denied solely on the basis of the records maintained by the board, the director shall promptly set a time and date for a hearing before the board. The hearing shall be held, and the application or challenge shall be decided, no later than ten days after the board received the application or challenge.

As stated above, the 'qualified elector' filed his Challenge to Respondents right to vote on April 17, 2023. The City of East Cleveland did not have a Primary in the May 2, 2023 Election. If Respondents had had a Primary May 2, 2023, then the last day to put in a Challenge would have been April 2nd [which was on a Sunday so the last day would have been March 31, 2023]. As it was, the last East Cleveland Election was on November 8, 2023. The last day to Challenge that Election was October 7, 2023. Likewise, a May 10, 2023 Hearing was very much beyond an April 17, 2023 Complaint date.

When questioned about this time frame by the judge in companion Common Pleas court case CV 23- 979218, Cuyahoga County Board of Elections Counsel assured the Judge that the challenge did not relate to any past elections, but only concerned future ones. Said Counsel went further to confirm to the Court that no materials would be used in the May 23, 2023 hearing that related to past elections. BOE Counsel promised the Judge that the May 23, 2023 Hearing was only for "housekeeping." Only materials BOE Counsel declared that would be used would be those that related to future elections pursuant to R. C. 3503.02:

Section 3503.02 | Residence determination rules.

Effective:

February 25, 2014

All registrars and precinct election officials, in determining the residence of a person offering to register or vote, shall be governed by the following rules:

(A) That place shall be considered the residence of a person in which the person's habitation is fixed and to which, whenever the person is absent, the person has the intention of returning.

(B) A person shall not be considered to have lost the person's residence who leaves the person's home and goes into another state or county of this state, for temporary purposes only, with the intention of returning.

(C) A person shall not be considered to have gained a residence in any county of this state into which the person comes for temporary purposes only, without the intention of making such county the permanent place of abode.

(D) The place where the family of a married person resides shall be considered to be the person's place of residence; except that when the spouses have separated and live apart, the place where such a spouse resides the length of time required to entitle a person to vote shall be considered to be the spouse's place of residence.

(E) If a person removes to another state with the intention of making such state the person's residence, the person shall be considered to have lost the person's residence in this state.

(F) Except as otherwise provided in division (G) of this section, if a person removes from this state and continuously resides outside this state for a period of four years or more, the person shall be considered to have lost the person's residence in this state, notwithstanding the fact that the person may entertain an intention to return at some future period.

(G)(1) If a person removes from this state to engage in the services of the United States government, the person shall not be considered to have lost the person's residence in this state, and likewise should the person enter the employment of the state, the place where such person resided at the time of the person's removal shall be considered to be the person's place of residence.

(2) If a person removes from this state to a location outside of the United States and the person does not become a resident of another state, the person shall not be considered to have lost the person's residence in this state. The place where the person resided at the time of the person's removal shall be considered to be the person's place of residence.

(3) If a person is eligible to vote in this state under division (D)(2) of section 3511.011 of the Revised Code, the place where the person's parent or legal guardian resided in this state prior to that parent or legal guardian's removal to a location outside of the United States shall be considered to be the person's place of residence.

(4) If an address that is considered to be a person's place of residence under division (G) of this section ceases to be a recognized residential address, the board of elections shall assign an address to the applicable person for voting purposes.

(H) If a person goes into another state and while there exercises the right of a citizen by voting, the person shall be considered to have lost the person's residence in this state.

(I) If a person does not have a fixed place of habitation, but has a shelter or other location at which the person has been a consistent or regular inhabitant and to which the person has the intention of returning, that shelter or other location shall be deemed the person's residence for the purpose of registering to vote.

As all of the material submitted by Mr. Brewer relates to past elections and is not prospective to the next election be it in August, 2023, September, 2023 or November, 2023, it must be stricken. And, since the determination at hand only relates to future elections only the only relevant evidence that should be considered by the Board is that relating to elections thirty days hence. *State v. Stein*, 2018-Ohio-2621.. Ohio Rule of Evidence 401 defines relevant evidence means “evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence. Further the evidence presented by Mr. Brewer is unauthenticated and not admissible either in an administrative hearing nor in a court one. Ohio R. Evid. 901 requires authentication or identification as a condition precedent to admissibility of which none of the documents submitted by Mr. Brewer meets the pre-requisite standard. And again, the subject unauthenticated documents relate to past elections not future ones, thirty days hence.

In addition, relevant, previously submitted information, is attached from the true target of this ‘voter challenge,’ Mayor King. Unfortunately, someone from the Board shared the Mayor’s wife personal contact information with which, the ‘Qualified Elector,’ Mr. Brewer, is using it to harass her. Not only does the attached include information from the Mayor’s voting address of 1735 Elsinor Street, but information is likewise provided for Mayor Brandon King’s other East Cleveland property, 15612 Oakhill. Currently, Mayor King and his new wife, Stephanie McCarroll-King, are saving together to build their dream home at the 15612 Oakhill site.

Respectfully submitted,

/s/ Charles Tyler, Sr., Esq.,
Charles Tyler, Sr., Esq., PhD
Atty. Reg. No. 0074100
Co-Counsel for King Family
137 S. Main Street, Suite 206

Akron, Ohio 44308
330.665.0910 (f) 330.665.0718
charles.tyler@tylerlawoffice.com
www.tylerlawoffice.com

CERTIFICATE OF SERVICE

A copy of the foregoing was sent by email to Atty. Mark Musson, Dir. Perlatti and Board Clerk Benjjani this 18th day of May, 2023 by email at mmusson@prosecutor.cuyahogacounty.us; aperlatti@cuyahogacounty.gov; and, mbejjani@cuyahogacounty.gov.

/s/ CharlesTyler Sr., Esq.

BEFORE THE CUYAHOGA COUNTY BOARD OF ELECTIONS

In the Matter of BRANDON L. KING .,
et al.

v.

**CUYAHOGA COUNTY BOARD OF,
ELECTIONS, *et al.***

**KING FAMILY MOTION TO STRIKE ANY EXTRANEOUS, IMMATERIAL
DOCUMENTS**

Now come challenged electors Brandon King, Stephanie Marie McCarroll-King, Norma King, Norma King, Cecil King, Jr., and Norman King.

On the evening of May 4, 2023, Mayor Brandon L. King received by email from Board of Elections Clerk Mary Benajji over 150 miscellaneous documents consisting of birth, death, incorporation, graduation and licensure certificates submitted by a qualified elector named Eric Brewer. Mr. Brewer's application for the challenge to vote of the above was dated April 17, 2023; Mr. Brewer subsequently submitted two more batches of documents on April 23, 2023 and again on April 28, 2023. None of Brewer's materials provide a feasible alternative voting address for Mayor Brandon L. King accompanied by any supportive materials.

The statutory basis for the challenge was R.C. 3503.24 which reads:

R.C. 3503.24 provides in pertinent part:

1. Application for the correction of any precinct registration list or a challenge of the right to vote of any registered elector may be made by any qualified elector at the office of the board of elections not later than the thirtieth day before the day of the election

In addition, the statute states:

...If the board is not able to determine whether an application or challenge should be granted or denied solely on the basis of the records maintained by the board, the director shall promptly set a time and date for a hearing before the board. The hearing shall be held, and the application or challenge shall be decided, no later than ten days after the board received the application or challenge.

As stated above, the 'qualified elector' filed his Challenge to Respondents right to vote on April 17, 2023. The City of East Cleveland did not have a Primary in the May 2, 2023 Election. If Respondents had had a Primary May 2, 2023, then the last day to put in a Challenge would have been April 2nd [which was on a Sunday so the last day would have been March 31, 2023]. As it was, the last East Cleveland Election was on November 8, 2023. The last day to Challenge that Election was October 7, 2023. Likewise, a May 10, 2023 Hearing was very much beyond an April 17, 2023 Complaint date.

When questioned about this time frame by the judge in companion Common Pleas court case CV 23- 979218, Cuyahoga County Board of Elections Counsel assured the Judge that the challenge did not relate to any past elections, but only concerned future ones. Said Counsel went further to confirm to the Court that no materials would be used in the May 23, 2023 hearing that related to past elections. BOE Counsel promised the Judge that the May 23, 2023 Hearing was only for "housekeeping." Only materials BOE Counsel declared that would be used would be those that related to future elections pursuant to R. C. 3503.02:

Section 3503.02 | Residence determination rules.

Effective:

February 25, 2014

All registrars and precinct election officials, in determining the residence of a person offering to register or vote, shall be governed by the following rules:

(A) That place shall be considered the residence of a person in which the person's habitation is fixed and to which, whenever the person is absent, the person has the intention of returning.

(B) A person shall not be considered to have lost the person's residence who leaves the person's home and goes into another state or county of this state, for temporary purposes only, with the intention of returning.

(C) A person shall not be considered to have gained a residence in any county of this state into which the person comes for temporary purposes only, without the intention of making such county the permanent place of abode.

(D) The place where the family of a married person resides shall be considered to be the person's place of residence; except that when the spouses have separated and live apart, the place where such a spouse resides the length of time required to entitle a person to vote shall be considered to be the spouse's place of residence.

(E) If a person removes to another state with the intention of making such state the person's residence, the person shall be considered to have lost the person's residence in this state.

(F) Except as otherwise provided in division (G) of this section, if a person removes from this state and continuously resides outside this state for a period of four years or more, the person shall be considered to have lost the person's residence in this state, notwithstanding the fact that the person may entertain an intention to return at some future period.

(G)(1) If a person removes from this state to engage in the services of the United States government, the person shall not be considered to have lost the person's residence in this state, and likewise should the person enter the employment of the state, the place where such person resided at the time of the person's removal shall be considered to be the person's place of residence.

(2) If a person removes from this state to a location outside of the United States and the person does not become a resident of another state, the person shall not be considered to have lost the person's residence in this state. The place where the person resided at the time of the person's removal shall be considered to be the person's place of residence.

(3) If a person is eligible to vote in this state under division (D)(2) of section 3511.011 of the Revised Code, the place where the person's parent or legal guardian resided in this state prior to that parent or legal guardian's removal to a location outside of the United States shall be considered to be the person's place of residence.

(4) If an address that is considered to be a person's place of residence under division (G) of this section ceases to be a recognized residential address, the board of elections shall assign an address to the applicable person for voting purposes.

(H) If a person goes into another state and while there exercises the right of a citizen by voting, the person shall be considered to have lost the person's residence in this state.

(I) If a person does not have a fixed place of habitation, but has a shelter or other location at which the person has been a consistent or regular inhabitant and to which the person has the intention of returning, that shelter or other location shall be deemed the person's residence for the purpose of registering to vote.

As all of the material submitted by Mr. Brewer relates to past elections and is not prospective to the next election be it in August, 2023, September, 2023 or November, 2023, it must be stricken. And, since the determination at hand only relates to future elections only the only relevant evidence that should be considered by the Board is that relating to elections thirty days hence. *State v/. Stein*, 2018-Ohio-2621.. Ohio Rule of Evidence 401 defines relevant evidence means “evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence. Further the evidence presented by Mr. Brewer is unauthenticated and not admissible either in an administrative hearing nor in a court one. Ohio R. Evid. 901 requires authentication or identification as a condition precedent to admissibility of which none of the documents submitted by Mr. Brewer meets the pre-requisite standard. And again, the subject unauthenticated documents relate to past elections not future ones, thirty days hence.

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/s/ CharlesTyler Sr., Esq.

EXHIBIT A:

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VOTER ELIGIBILITY & RESIDENCY REQUIREMENTS

VOTER ELIGIBILITY & RESIDENCY REQUIREMENTS

- [Does everyone who wants to vote in Ohio have to be registered to vote here?](#)
- [What are the qualifications to register and to vote in Ohio?](#)
- [Where is my residence for voting purposes?](#)
- [What if I am in the military or am overseas during an election?](#)
- [May a college student register and vote from his or her school address in Ohio?](#)
- [May I vote if I have been convicted of a crime?](#)

DOES EVERYONE WHO WANTS TO VOTE IN OHIO HAVE TO BE REGISTERED TO VOTE HERE?

Yes.

[back to questions](#)

WHAT ARE THE QUALIFICATIONS TO REGISTER AND TO VOTE IN OHIO?

You are qualified to register to vote in Ohio if you meet all the following requirements:

1. You are a citizen of the United States;
2. You will be at least 18 years old on or before the day of the next general election. (If you will be 18 on or before the general election, you may vote in the primary election to nominate candidates, but you cannot vote on issues or party central committees until you are 18);
3. You will be a resident of Ohio for at least 30 days immediately before the election in which you want to vote;
4. You are not incarcerated (in prison or jail) for a felony conviction under the laws of this state, another state, or the United States;
5. You have not been declared incompetent for voting purposes by a probate court; and
6. You have not been permanently disenfranchised for violating the election laws.

You are eligible to vote in elections held in your voting precinct 30 days after you are duly registered to vote in this state. You may request an absentee ballot during that 30 day period.

[back to questions](#)

WHERE IS MY RESIDENCE FOR VOTING PURPOSES?

Your residence is important because it determines which offices and issues you are eligible to vote on (e.g., the proper congressional district, school district, etc.). Under Ohio law, your residence is (1) the location that you consider to be a permanent, not a temporary, residence and (2) the place where your habitation is fixed and where, whenever you are absent, you intend to return. If you do not have a fixed place of habitation, but you are a consistent or regular inhabitant of a shelter or other location where you intend to return, you may use that location as your residence for the purposes of registering to vote.

Ohio is not considered your voting residence when:

- You have moved to another state and vote in that state;
- You have moved to another state and intend to make that state your residence;
- You moved to another state and continuously reside outside of Ohio for a period of 4 years or more.

There are specific circumstances where you maintain your Ohio voting residence even though you are absent from the state. You will not lose your voting residency in Ohio if:

- You leave temporarily and intend to return to Ohio;
- You are absent from Ohio due to your services with the United States government or state of Ohio;
- You have moved outside of the United States.

If you are a military voter, or the spouse or dependent of a military voter, your voting residence is the place in Ohio where you lived immediately before leaving Ohio for your military service.

If you were born outside of and continue to reside outside of the United States, but have a parent or guardian who last resided in and was last eligible to vote in Ohio before leaving the United States, your parent or guardian's Ohio residence would be considered your voting residence.

If you have questions about your specific residency circumstances, you may contact your local board of elections for further information.

[back to questions](#)

MAY A COLLEGE STUDENT REGISTER AND VOTE FROM HIS OR HER SCHOOL ADDRESS IN OHIO?

It depends. A college student may vote using his or her Ohio school residence address if the student does not intend to return to a different permanent address. When a college student registers to vote from his or her school address, the school residence is considered to be the place to which the student's habitation is fixed and to which, whenever the student is absent, the student intends to return, and is considered by the student to be his or her permanent residence at the time of voting. Any other previous residence for voting purposes is no longer valid. It is illegal for a person to register and vote from two different addresses.

[For more information about voting in college, click here.](#)

[back to questions](#)

MILITARY AND OVERSEAS VOTERS

Note: State and federal law make additional accommodations for military and overseas voters. Please visit www.MilitaryVotes.Ohio.gov for more information

[back to questions](#)

MAY I VOTE IF I HAVE BEEN CONVICTED OF A CRIME?

A person currently serving time in jail or prison for a felony conviction can neither register to vote nor vote. Additionally, a person who has twice been convicted of a violation of Ohio's elections laws is permanently barred from voting in Ohio.

An otherwise qualified person convicted of a misdemeanor may vote, and an otherwise qualified person who had been convicted of a felony may register and vote while on probation or parole, or after completing his or her jail or prison sentence.

The voter registration of a person who is incarcerated on a felony conviction is cancelled; once that person has completed his or her jail or prison sentence, or is on probation, parole or community control, he or she must re-register to vote by the registration deadline before voting.

[back to questions](#)

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[Contact Our Office](#) [Office Publications](#) [Privacy](#) [Vulnerability Disclosure Policy](#)
State of Ohio

(614) 466-2655 | (877) SOS-Ohio (877-767-6446)

Toll-free: (800) 456-0562 | TTY Toll-free: (877) 614-6889



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[Records](#) [Media](#) [Accessibility](#)

EXHIBIT B:



Ohio

Mike DeWine, Governor
Charles L. Hermen, Registrar

COMMERCIAL LICENSE



PG000130

KING
BRANDON LEE
1735 ELSINORE AVE
E CLEVELAND, OH 44112

SEX: M DOB: 03-19-2027 T: A

SEX: M HEIGHT: 5-10 WEIGHT: 160 EYES: BRO HAIR: BRN SKIN: FRT

EXP: 03-07-2023

ENDORSE: C67026700



EXHIBIT C:

PRIORITY MAIL
US POSTAGE PAID
PASSPORT SERVICES
a/c

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE. \$300.

1. The first part of the document is a list of names and addresses, which are arranged in a columnar format. The names are written in a cursive script, and the addresses are written in a more formal, printed style. The list appears to be a directory or a roster of some kind.

2. The second part of the document is a series of short, handwritten notes or entries. These are written in a cursive script and are arranged in a columnar format, similar to the first part. The notes appear to be related to the names and addresses listed above.

3. The third part of the document is a series of short, handwritten notes or entries. These are written in a cursive script and are arranged in a columnar format, similar to the second part. The notes appear to be related to the names and addresses listed above.

4. The fourth part of the document is a series of short, handwritten notes or entries. These are written in a cursive script and are arranged in a columnar format, similar to the third part. The notes appear to be related to the names and addresses listed above.

5. The fifth part of the document is a series of short, handwritten notes or entries. These are written in a cursive script and are arranged in a columnar format, similar to the fourth part. The notes appear to be related to the names and addresses listed above.

6. The sixth part of the document is a series of short, handwritten notes or entries. These are written in a cursive script and are arranged in a columnar format, similar to the fifth part. The notes appear to be related to the names and addresses listed above.

7. The seventh part of the document is a series of short, handwritten notes or entries. These are written in a cursive script and are arranged in a columnar format, similar to the sixth part. The notes appear to be related to the names and addresses listed above.

8. The eighth part of the document is a series of short, handwritten notes or entries. These are written in a cursive script and are arranged in a columnar format, similar to the seventh part. The notes appear to be related to the names and addresses listed above.

9. The ninth part of the document is a series of short, handwritten notes or entries. These are written in a cursive script and are arranged in a columnar format, similar to the eighth part. The notes appear to be related to the names and addresses listed above.

10. The tenth part of the document is a series of short, handwritten notes or entries. These are written in a cursive script and are arranged in a columnar format, similar to the ninth part. The notes appear to be related to the names and addresses listed above.

WHEN USED
DECORATIVE

PA
OHIO U.S.A.
03 JAN 2023
112 21 2800

P<USAKING<<BRANDON<LEE<<<<<<<<<<<<<<<<<<<
A057720960USA6803199M3301029696952077<103368

UNITED STATES DEPARTMENT OF STATE
[www.state.gov](#)

EXHIBIT D:



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

672 TRN S X ST01

through
Mar 10, 2023

Page 1 of 2

000014767 01 AV 0.471 000638439937490 P Y
BRANDON L KING TSTEE
THE KING; 3/19B. LIVING TRUST
1735 ELSINORE AVE
CLEVELAND OH 44112-3817

**To Contact U.S. Bank****By Phone:****800-US BANKS
(800-872-2657)****Cincinnati****Metro Area:****513-632-4141****U.S. Bank accepts Relay Calls****Internet:****usbank.com****NEWS FOR YOU**

Scan here with your phone's camera to download the U.S. Bank Mobile App.

**SUMMARY OF YOUR U.S. BANK RELATIONSHIP**

This section reflects the total balances for all accounts on this statement.

Deposit Accounts

Easy Checking

Lines of Credit

Reserve Line

EASY CHECKING

U.S. Bank National Association

Account Summary

Beginning Balance on Feb 11
Deposits / Credits
Other Withdrawals
Checks Paid

Number of Days in Statement P
Average Account Balance

Ending Balance on Mar 10,

Overdraft Protection

The following account(s) are linked to your checking account for Overdraft Protection. The account(s) are listed in the order that they would be used to transfer funds to your checking account if the available account balance is negative. If you wish to make changes to your Overdraft Protection account order, log in to your account at usbank.com, visit your local U.S. Bank branch or call U.S. Bank 24-Hour Banking at the number listed above.

1st Position: Reserve Line account ending in 1780

Deposits / Credits

Date Description of Transaction

Feb 17	Electronic Deposit	From CITY OF EAST CLE
	REF=230460060368480Y00	DIRECT DEP9111111101
Mar 3	Electronic Deposit	From CITY OF EAST CLE
	REF=230600077669920Y00	DIRECT DEP9111111101

Total Depo:



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

672 TRN S X ST01

through
Feb 10, 2023

Page 1 of 3

000008241 01 AV 0.471 000638422460595 P Y
BRANDON L KING TSTEE
THE KING; 3/19B. LIVING TRUST
1735 ELSINORE AVE
CLEVELAND OH 44112-3817

**To Contact U.S. Bank**

By Phone: 800-US BANKS
(800-872-2657)

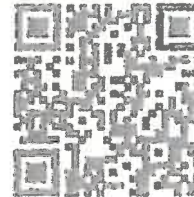
**Cincinnati
Metro Area:** 513-632-4141

U.S. Bank accepts Relay Calls

Internet: [usbank.com](https://www.usbank.com)

NEWS FOR YOU

Scan here with your phone's camera to download the U.S. Bank Mobile App.

**INFORMATION YOU SHOULD KNOW**

Effective February 13, 2023, the *Consumer Pricing Information* disclosure will include update(s) and may affect your rights.

Primary updates for all consumer accounts:

- For the Smart Rewards Safe Deposit Box discount benefit, the following footnote was added: Newly enrolled Smart Rewards customers will not be immediately eligible for Safe Deposit Box discounts. Eligibility will occur when a Smart Rewards tier is assigned, generally five business days after enrollment.
- The Smart Rewards monthly maintenance fee waiver benefit on all Standard Savings or Elite Money Market accounts is extended to include the Primary tier.
- One of the eligibility requirements to waive the monthly maintenance fee for a Standard Savings account is updated to: Account holder(s) age 12 or younger.

Beginning February 13, 2023, a copy of this disclosure will be available online at [usbank.com](https://www.usbank.com), by calling 24-Hour Banking at 800-USBANKS (872-2657) or at your local U.S. Bank branch. We accept relay calls. If you have questions, you can call 24-Hour Banking. Our bankers are also available to help at your local branch via appointment.

SUMMARY OF YOUR U.S. BANK RELATIONSHIP

This section reflects the total balances for all accounts on t

Deposit Accounts

Easy Checking

**Lines of Credit**

Reserve Line



Total Lines of Credit Balances

EXHIBIT E:



Search

City East Cleveland

Search By ☐ Owner ☒ Parcel ☐ Address

67211101 | KING, BRANDON, ET AL | 1735 ELSINORE ST | EAST CLEVELAND | 44112

Search Results

PROPERTY DATA

General Information

Transfers

Values

Land

Building Information

Building Sketch

Other Improvements

Permits

Property Summary Report

TAXES

Summary By Tax Year

Tax Bill



LEGAL RECORDINGS

Get a Document List

ACTIVITY

Informal Reviews

Board of Revisions Cases

MyPlace Home



Zoom in and click on a parcel for more information or click the banner to reveal the map

Go To Full Map

Updated 02/04/2023 03:18:35 AM

Disclaimer: Cuyahoga County provides this geographic data and related analytical results as a free public service on all "as is" basis. Cuyahoga County makes no guarantees or warranties, as to the accuracy, completeness, or timeliness of the information contained herein, and said information is not intended to, nor does it constitute an official public record of Cuyahoga County. While much of the data contained herein is compiled from public records, the official records of the public office or agency from which they were compiled remains the official record of any such public office or agency. **By accessing, viewing or using any part of the site, you expressly acknowledge you have read, agree to and consent to be bound by all of the terms and conditions listed on this site. Routine maintenance is performed on Fridays and disruptions may occur. We apologize for any inconvenience.**

WATER DEPARTMENT OFFICIALS: AS OF JANUARY 1, 2021 PLEASE UTILIZE THE TRANSFER TAB ON THE MYPLACE SITE TO DETERMINE OWNERSHIP FOR CREATING OR CLOSING ACCOUNTS. PARCEL DATA ON PROPERTY TRANSFERS ARE UPDATED DAILY. THEREFORE, YOU CAN NOW RELY ON THIS SITE FOR ACCURATE REAL PROPERTY OWNERSHIP. YOU ARE ALSO WELCOME TO ACCEPT COPIES OF RECORDED DEEDS FROM OUR OFFICE.

THANK YOU!

EXHIBIT F:



Payment Due Date
03/13/23

ଉତ୍ତରୀୟ ଗ୍ରହ

CARDMEMBER ONLY AT
PO BOX 6234
CAROL STREAM IL 60137-0234





www.chase.com/cards/3

1-800-324-8880

Chase Mobile app today

New Balance

CHASE FREEDOM UNLIMITED REWARDS SUMMARY

Previous points balance	1,191
+ 1.5% (1.5 Pts/\$1) earned on all purchases	0
+ 1.5% (1.5 Pts/\$1) addl on Dining purchases	0
+ 1.5% (1.5 Pts/\$1) addl on Drugstore purchases	0
+ 3.6% (3.6 Pts/\$1) addl on Ult Rewards travel	0

Total points available for redemption 1,191

Start redeeming today. Visit Ultimate Rewards® at www.ultimaterewards.com

You earn unlimited 5% Cash Back rewards on travel purchased through Ultimate Rewards, unlimited 3% cash back on dining at restaurants and drugstore purchases, and unlimited 1.5% cash back on all purchases. It's automatic! Redeem for cash with your Cash Back rewards do not expire as long it is open.

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.

ACCOUNT

Account
Previous Balance
Payment, Credits
Purchases
Cash Advances
Balance Transfers
Fees Charged
Interest Charged
New Balance
Opening/Closing Date
Credit Limit
Available Credit
Cash Access Line
Available for Cash
Past Due Amount
Balance over the Credit Limit

YOUR ACCOUNT MESSAGES

You have a credit balance, so no payment is required. You may make charges against the credit or request a refund by contacting Cardmember Service at the address above. If after 6 months the credit balance is \$1.00 or more, we will refund the credit within 30 days.

0000031 F1333333 D 3
0505 INS16523

02510 MA MA 18915 07610000020441891501



P.O. BOX 15123
WILMINGTON, DE 19950-5123
For Undeliverable Mail Only

Please your payment at
chase.com/passcard

You have a credit!
You do not have to

Account no

\$ Amount Enclosed
Mail to Chase Card Services at the address below:



CARDMEMBER SERVICE
PO BOX 6294
CAROL STREAM IL 60197-6294

EXHIBIT G:

Form **1040** Department of the Treasury—Internal Revenue Service (99) **2021** U.S. Individual Income Tax Return OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

Filing Status ☒ Single ☐ Married filing jointly ☐ Married filing separately (MFS) ☐ Head of household (HOH) ☐ Qualifying widow(er) (QW)
 Check only one box. If you checked the MFS box, enter the name of your spouse. If you checked the HOH or QW box, enter the child's name if the qualifying person is a child but not your dependent.

Your first name and middle initial
BRANDON L.
 Last name
KING
 If joint return, spouse's first name and middle initial
 Last name

Home address (number and street). If you have a P.O. box, see instructions.
1735 ELSINORE AVENUE
 City, town or post office. If you have a foreign address, also complete spaces below.
EAST CLEVELAND
 State
OH
 ZIP code
44112
 Foreign country name Foreign province/state/county Foreign postal code

Apt. no.

Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund.

☐ You ☐ Spouse
☐ Yes ☒ No

At any time during 2021, did you receive, sell, exchange, or otherwise dispose of any financial interest in any virtual currency?

Standard Deduction ☐ Someone can claim: ☐ You as a dependent ☐ Your spouse as a dependent
☐ Spouse itemizes on a separate return or you were a dual-status alien

Age/Blindness You: ☐ Were born before January 2, 1957 ☐ Are blind Spouse: ☐ Was born before January 2, 1957 ☐ Is blind

Dependents (see instructions):

(1) First name	Last name	(2) Social security number	(3) Relationship to you	(4) ✓ if qualifies for (see instructions):	Child tax credit	Credit for other dependents

BE AND TA 1 Wages, salaries, tips, etc. Attach Form

2a Tax-exempt interest 2a

3a Qualified dividends 3a

4a IRA distributions 4a

5a Pensions and annuities 5a

6a Soc. sec. ben. 6a

7 Capital gain or (loss). Attach Schedule D if required. If not required, check here

8 Other income from Schedule 1, line 10

9 Add lines 1, 2b, 3b, 4b, 5b, 6b, 7, and 8. This is your total income

10 Adjustments to income from Schedule 1, line 26

11 Subtract line 10 from line 9. This is your adjusted gross income

12a Standard deduction or itemized deductions (from Schedule A) 12a

b Charitable contributions if you take the standard deduction (see instructions) 12b

c Add lines 12a and 12b

13 Qualified business income deduction from Form 8995 or Form 8995-A

14 Add lines 12c and 13

15 Taxable income. Subtract line 14 from line 11. If zero or less, enter -0-

closure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.

Form **1040** (2021)

Do not staple or paper clip.

Ohio

Department of
Taxation

10 14 22

2021 Ohio IT 1040

Individual Income Tax Return

Use only black ink/UPPERCASE letters.



21000118

Sequence No. 1

AMENDED RETURN - Check here and include Ohio IT RE.

NOL CARRYBACK - Check here and include Schedule IT NOL.



Spouse's first name (if filing jointly)

Spouse's SSN (if filing jointly)

☒ If deceased

School district #

1812

First name
BRANDON

M.I. Last name
L KING

CLIENT COPY

Spouse's first name (if filing jointly)

M.I. Last name

Address line 1 (number and street) or P.O. Box
1735 ELSINORE AVENUE

Address line 2 (apartment number, suite number, etc.)

City
EAST CLEVELAND

State ZIP code
OH 44112

Ohio county (first four letters)
CUYA

Foreign country (if the mailing address is outside the U.S.)

Foreign postal code

Residency Status - Check only one for primary

☒ Resident Part-year resident Nonresident Indicate state ▶▶

Check only one for spouse (if filing jointly)

Resident Part-year resident Nonresident Indicate state ▶▶

Filing Status - Check one (as reported on federal income tax return)

☒ Single, head of household or qualifying widow(er)

Married filing jointly

Spouse's SSN

Married filing separately

Ohio Nonresident Statement - See instructions for required criteria

Primary meets the five criteria for irrefutable presumption as nonresident.

Spouse meets the five criteria for irrefutable presumption as nonresident.

☒ Federal extension filers - check here.

If someone can claim you (or your spouse if filing jointly) as a dependent, check here.

Do not staple or paper clip.

1. Federal adjusted gross income (federal 1040 and 1040-SR, line 11). Place a "-" in the box if negative 1.
- 2a. Additions - Ohio Schedule of Adjustments, line 10 (include schedule) 2a.
- 2b. Deductions - Ohio Schedule of Adjustments, line 39 (include schedule) 2b.
3. Ohio adjusted gross income (line 1 plus line 2a minus line 2b). Place a "-" in the box if negative 3.
4. Exemption amount (include Schedule of Dependents if applicable) 4.
Number of exemptions including you and your spouse/dependents, if applicable: 1
5. Ohio income tax base (line 3 minus line 4; if negative, enter zero) 5.
6. Taxable business income - Ohio Schedule IT BUS, line 13 (include schedule) 6.
7. Taxable nonbusiness income (line 5 minus line 6; if negative, enter zero) 7.



MM-DD-YY



Code

Form

37

Regional Income Tax Agency
RITA Individual Income Tax Return

2021

RITA
REGIONAL INCOME TAX AGENCY

800.860.7482
TDD 440.526.5332
ritaohio.com

social security number

BRANDON L KING

If a joint return, spouse's first name and middle initial

Current Mailing address (number and street)
1735 ELSINORE AVENUE

City, state, and ZIP code
EAST CLEVELAND OH 44112

Daytime phone number

Evening phone number

Filing Status:

☒ Single or Married Filing Separately
☐ Joint

If you have an EXTENSION check here and attach a copy: ☒ EXTENSION

If this is an AMENDED return, check here: ☐
In the space provided below, state why you are filing an AMENDED return. Attach an explanation if you require additional space.

Residency Status in RITA Municipalities:

☒ Full-Year ☐ Part-Year ☐ Non-Resident

City/Village/Township of Residence - Required

In the boxes below, indicate the physical location of your residence(s) for all of 2021 and up to and including the date you file this return. This may be different from your mailing address. In addition, if you moved during 2021, list the effective date of the move into the city/village/township, city/village/township and address in the appropriate boxes. Why? Mailing address does not always correspond to the city/village/township in which you live. This required information determines the appropriate taxing jurisdiction for municipal income tax purposes. If you moved more than once, supply the additional information on a separate sheet.

Effective Date	City/Village/Township	Address
01/01/2021	EAST CLEVELAND OH 44112	1735 ELSINORE AVENUE

Section A

List all income from W-2 wages and W-2G winnings reported in 2021 and the amount of local/city tax withheld while living in a RITA municipality. In general, unless you moved into or out of a RITA municipality during the year, your taxable wages cannot be less than Medicare wages (Box 5 of your W-2). List all tax withheld for your resident municipality in Column 3 ONLY (even if you worked in the municipality where you lived). In Column 4, indicate the name of the municipality in which you physically worked. This may be different from the employer's address shown on the W-2. If you did not work in a city or village enter "None" in Column 4. DO NOT ENTER SCHOOL DISTRICT TAX IN COLUMNS 2 or 3.

Column 1 W-2/W-2 G Income (see instructions)	Column 2 Local/City Tax Withheld for Workplaces/	Column 3 Local/City Tax Withheld for Resident (see instructions)	Column 4 Workplace/ Winning Municipality (City or village where you worked)	Column 5 Resident Municipality (City or village where you lived)	Column 6 Dates Wages Were Earned		Date of winnings Date Won MM/DD/YY
					From Date MM/DD/YY	Thru Date MM/DD/YY	
			EAST CLEVELA	EAST CLEVELA	01/01/21	12/31/21	

Totals

Caution will calculate your taxes immediately

For Full or Part Year Residents in RITA Municipalities - Enter Section A, 1a; enter Column 2 Total onto Page 2, Line 4a; and 2, Line 7a. For Non-Residents required to file on Schedule K, Line 34 to calculate tax due.

Subject you to penalty and interest if a tax balance remains at ritaohio.com. It is easy to use, secure and

Under penalties of perjury, I declare that I have listed all amounts and sources of municipal tax

Your Signature

Spouse's Signature if a joint return

May RITA discuss this return with the preparer

Filing is mandatory for most

prepare

Page 1 of 1

Form **1040** Department of the Treasury—Internal Revenue Service (99) **2013** OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2013, or other tax year beginning 2013, ending 20 See separate instructions.

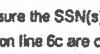
Your first name and initial **BRANDON L.** Last name **KING**

If a joint return, spouse's first name and initial Last name

Home address (number and street). If you have a P.O. box, see instructions. **1735 ELSINORE AVENUE** Apt. no.  Make sure the SSN(s) above and on line 6c are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). **EAST CLEVELAND OH 44112**

Foreign country name Foreign province/state/country Foreign postal code

Filing Status 1 ☒ Single 4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. 2 ☐ Married filing jointly (even if only one had income) 5 ☐ Qualifying widow(er) with dependent child 3 ☐ Married filing separately. Enter spouse's SSN above and full name here. 

Exemptions 6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a.  **Exemptions** b ☐ Spouse  **Dependents:** c

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you

If more than four dependents, see instructions and check here ☐

d Total number of exemptions claimed

Income 7 Wages, salaries, tips, etc. Attach Form(s) W-2 8a Taxable interest. Attach Schedule B if required

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld. b Tax-exempt interest. Do not include on line 8a 8 

9a Ordinary dividends. Attach Schedule B if required

b Qualified dividends 9 

10 Taxable refunds, credits, or offsets of state and local income taxes

11 Alimony received

12 Business income or (loss). Attach Schedule C or C-EZ

13 Capital gain or (loss). Attach Schedule D if required. If not required, check here ☐

14 Other gains or (losses). Attach Form 4797

15a IRA distributions 15a Taxable amount

16a Pensions and annuities 16a Taxable amount

17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E

18 Farm income or (loss). Attach Schedule F

19 Unemployment compensation

20a Social security benefits 20a Taxable amount

21 Other income. List type and amount **PRIOR YEAR NOL**

22 Combine the amounts in the far right column for lines 7 through 21. This is your total income 

23 Educator expenses 23

Adjusted Gross Income 24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ 24

25 Health savings account deduction. Attach Form 8889 25 

26 Moving expenses. Attach Form 3903 26

27 Deductible part of self-employment tax. Attach Schedule SE 27

28 Self-employed SEP, SIMPLE, and qualified plans 28

29 Self-employed health insurance deduction 29

30 Penalty on early withdrawal of savings 30

31a Alimony paid b Recipient's SSN 31a 

32 IRA deduction 32

33 Student loan interest deduction 33

34 Tuition and fees. Attach Form 8917 34

35 Domestic production activities deduction. Attach Form 8903 35 

36 Add lines 23 through 35

37 Subtract line 36 from line 22. This is your adjusted gross income 

Do not use staples.

Ohio Department of
Taxation

Use only black ink.



Taxable year beginning in

2013

IT 1040 Rev. 11/13
**Individual
Income Tax Return**

▶▶ If deceased

Spouse's Social Security no. (only if joint return) ▶▶ If deceased

Enter school district #
for this return (see
pages 43-48) -
1812

USE UPPERCASE LETTERS.

Your first name

BRANDON

check box

M.I.

L

Last name

KING

check box

Spouse's first name (only if married filing jointly)

M.I.

Last name

CLERK COPY

Mailing address (for faster processing, use a street address)

1735 ELSINORE AVENUE

City

EAST CLEVELAND

State

OH

ZIP code

44112

Ohio county (first four letters)

CUYA

Home address (if different from mailing address) - do **NOT** show city or state

ZIP code

County (first four letters)

Foreign country (provide this information if the mailing address is outside the U.S.)

Foreign postal code

E-mail address

Ohio Residency Status - Check applicable box

☒ Full-year
resident

☐ Part-year
resident

☐ Nonresident
Indicate state ▶▶

Check applicable box for spouse (only if married filing jointly)

☐ Full-year
resident

☐ Part-year
resident

☐ Nonresident
Indicate state ▶▶

Filing Status - Check one (as reported on federal income tax return,
with limited exceptions - see instructions on page 14)

☒ Single, head of household or qualifying widow(er)

Married filing jointly

Married filing separately ▶▶
(enter spouse's SS#)

Required to file Schedule IT S (see instructions on page 9)

Ohio Political Party Fund

Yes

No

Do you want \$1 to go to this fund?

☒

If joint return, does your spouse want \$1 to go to this fund?

Note: Checking "Yes" will not increase your tax or decrease your refund.

INCOME AND TAX INFORMATION

1. Federal adjusted gross income (from IRS form 1040, line 37; 1040A, line 21;
1040EZ, line 4; 1040NR, line 36; or 1040NR-EZ, line 10 or Ohio form IT S, line 31) 1.
2. Adjustments from line 50 on page 3 of Ohio form IT 1040 (enclose page 3) 2.
3. Ohio adjusted gross income (line 2 added to or subtracted from line 1) 3.
4. Personal exemption and dependent exemption deduction - multiply your personal
and dependent exemptions **1** times \$1,700 and enter the result here 4.
5. Ohio taxable income (line 3 minus line 4; enter -0- if line 3 is less than line 4) 5.
6. Tax on line 5 (see tax tables on pages 35-41 of the instructions) 6.
7. Schedule B credits from line 59 on page 4 of Ohio form IT 1040 (enclose page 4) 7.
8. Ohio tax less Schedule B credits (line 6 minus line 7; enter -0- if line 6 is less than line 7) 8.
9. Income-based exemption credit (see instructions on page 19) 9.
10. Ohio tax less exemption credit (line 8 minus line 9; enter -0- if line 8 is less than line 9) 10.



* THIS RETURN FILED ELECTRONICALLY - DO NOT MAIL *

37

Regional Income Tax Agency

RITA Individual Income Tax Return 2013

CLIENT COPY

Contact us toll free:

Cleveland 800.860.7482

Columbus 866.721.7482

Youngstown 866.750.7482

TDD 440.526.5332

Your first name and middle initial BRANDON L		Spouse's social security number	
Last name KING		Last name	
If a joint return, spouse's first name and middle initial		Last name	
Home address (number and street) 1735 ELSINORE AVENUE		Apt #	
City, state, and ZIP code EAST CLEVELAND OH 44112			
Daytime phone number		Evening phone number	

Filing Status:

☒ Single or Married Filing Separately
☐ Joint

If you have an EXTENSION check here and

attach a copy: ☒ EXTENSIONIf this is an amended return, check here: ☐

RITA's eFile
 Easy, Fast, Free & Secure
www.ritaohio.com

Move Information

☐ Check here if you moved since January 1, 2013, and indicate your change of address. If you moved more than once, supply the additional move information on a separate sheet.

Date of Move:

Current Address (number and street)	City	State	Zip
Prior Address (number and street)	City	State	Zip

Section A

List all W-2 wages earned in 2013 and the amount of municipal (city) tax withheld while living in a RITA municipality. In general, unless you moved into or out of a RITA municipality during the year, your taxable wages cannot be less than Medicare wages (Box 5 of your W-2). List all tax withheld to your resident municipality in Column 3 only (even if you worked in the municipality where you lived). In Column 4, indicate the name of the municipality in which you or your spouse physically worked. This may be different from the employer's address shown on the W-2. If you did not work in a city or village enter "None" in Column 4. DO NOT enter school district tax into columns 2 or 3.

Paperclip Local/City copy of W-2 Forms and Check or Money Order Here Do not use staples, tape or glue	Column 1 Wages (Greater of E 5 or 18 from	Column 2 Local/City Tax Withheld for	Column 3 Local/City Tax Withheld for	Column 4 Workplace Municipality (Name of city or village where you worked)	Column 5 Resident Municipality (Name of city or village where you lived)	Column 6 Dates Wages Were Earned	
						From Date MM/DD/YY	Thru Date MM/DD/YY
				EAST CLEVELA	EAST CLEVELA	01/01/13	12/31/13
Totals							

Enter the total of Column 1 on Page 2, Line 1a; enter the total of Column 2 on Page 2, Line 4a; and enter the total of Column 3 on Page 2, Line 7a.

Caution

To manually calculate your taxes please continue to page 2. Tax balances are due by April 15th, 2014. Submitting an incomplete form could subject you to penalty and interest if a tax balance is due. If you want RITA to calculate your taxes, please use the online eFile system at www.ritaohio.com. It is easy to use, secure and will calculate your taxes immediately.

Under penalties of perjury, I declare that I have examined this return, and to the best of my knowledge and belief, it accurately lists all amounts and sources of municipal tax.

Your Signature

Date

Spouse's Signature if a joint return Date

May RITA discuss this return with the preparer si

Filing is mandatory for most resic



Cuyahoga County Treasurer
 2079 East 9th Street Cleveland, OH 44115
 For Assistance, Call 216.443.7420 or
 Ohio Relay Service 711 (Hearing Impaired)

Real Estate Taxes For Second Half of 2022

Parcel Number	Property Owner
673-27-002	THE KING 3/19B LIVING TRUST

Parcel Address	Property Description
15612 Oak Hill RD, East Cleveland, OH 44112	45 WP 620.60 W OF ANGLE

Market Value	35% Taxable Value	Homestead Exempt	Property Class
LAND 10,000	LAND 3,500		SINGLE FAMILY DWELLING
BUILDING 65,100	BUILDING 22,790		
TOTAL 75,100	TOTAL 26,290		

Taxing District	Tax Rate	Reduction Factor	Effective Tax Rate
East Cleveland	130.71	.289649	92.85

Tax Calculations	
REAL ESTATE TAXES	3,436.36
LESS TAX REDUCTION	-995.34
SUBTOTAL	2,441.02
LESS NON-BUSINESS CREDIT	-222.34
NET REAL ESTATE TAX	2,218.68
SPECIAL ASSESSMENTS	76.56
SANITARY ENGINEER (216-443-8242)	195.00
TOTAL CURRENT TAX	2,490.24
LESS PAYMENTS	1,245.12
TOTAL DUE	1,245.12
Current Due	
1,245.12	

Second Half Due Date: 07/13/2023

If taxes are not paid by the date indicated above, a 10% penalty shall be applied without further notice.

.....
 Detach here. Return bottom portion with your payment. Keep top portion for your records.



Cuyahoga County Treasurer
 2079 East 9th Street Cleveland, OH 44115
 For Assistance, Call 216.443.7420 or
 Ohio Relay Service 711 (Hearing Impaired)

Current Taxes Due For Year 2022

Amount Due	Parcel Number
1,245.12	673-27-002
Write Amount Paid Here	

MAKE CHECKS PAYABLE TO:
CUYAHOGA COUNTY TREASURER
 P.O. BOX 94547
 CLEVELAND, OH 44101-4547



CUYAHOGA COUNTY, MyPlace

Search

East Cleveland



Owner



Parcel



Address

67327002 | BRANDON KING, TRUSTEE | 15612 OAK HILL RD | EAST CLEVELAND | 44112



View Map

PROPERTY DATA

General Information

Transfers

Values

Land

Building Information

Building Sketch

Other Improvements

Permits

Property Summary Report

TAXES

Summary By Tax Year

Tax Bill

LEGAL RECORDINGS

Get a Document List

ACTIVITY

Informal Reviews

Board of Revisions Cases

673-27-002

BRANDON KING, TRUSTEE

15612 OAK HILL RD

EAST CLEVELAND, OH. 44112

[Field Definitions](#)

General Information

Description

45 WP 620.60 W OF ANGLE

Tax District Description

East Cleveland

School District

EAST CLEVELAND CSD

Property Class

R

Land Use

5100 - 1-FAMILY PLATTED LOT

Ext Land Use

-

Abt Land Use

-

Tax Abatement**Neighborhood Code**

01208

Total Associated Parcels**Total Buildings**

1

Gas

Y

Road Type

PAVED

Electricity

Y

Sewer

SANITARY & STORM

Water

MUNICIPAL

Forest Land**Mineral Rights****Zoning Use**

TWO FAMILY

Additional Owners

1. THE KING 3/19B LIVING TRUST

[Top](#)[View Map](#)

Updated :05/18/2023 03:20:43 AM

Disclaimer: Cuyahoga County provides this geographic data and related analytical results as a free public service on an "as is" basis. Cuyahoga County makes no guarantee(s) or warranty(ies) as to the accuracy, completeness, or timeliness of the information contained herein, and said information is not intended to, nor does it, constitute an official public record of Cuyahoga County. While much of the data contained herein is compiled from public records, the official records of the public office or agency from which they were compiled remains the official record of any such public office or agency. **By accessing, viewing or using any part of the site, you expressly acknowledge you have read, agree to and consent to be bound by all of the terms and conditions listed on this site. Routine maintenance is performed on Fridays and disruptions may occur. We apologize for any inconvenience.**

WATER DEPARTMENT OFFICIALS: AS OF JANUARY 1, 2021 PLEASE UTILIZE THE TRANSFER TAB ON THE MYPLACE SITE TO DETERMINE OWNERSHIP FOR CREATING OR CLOSING ACCOUNTS. PARCEL DATA ON PROPERTY TRANSFERS ARE UPDATED DAILY. THEREFORE, YOU CAN NOW RELY ON THIS SITE FOR ACCURATE REAL PROPERTY OWNERSHIP. YOU ARE ALSO WELCOME TO ACCEPT COPIES OF RECORDED DEEDS FROM OUR OFFICE.

THANK YOU

Motion to Quash Subpoena

Filed by Attorney Willa Hemmons

Received 5.16.2023 @ 2:56 PM

Deadline 5.16.2023 @4:00 PM

On behalf of Stephanie Marie McCarroll-King

Hemmons Motion to Quash Subpoena

Willa Hemmons <whemmons@eastcleveland.org>

Tue 5/16/2023 2:56 PM

To: mmusson@prosecutor.cuyahoga.us <mmusson@prosecutor.cuyahoga.us>; Mary L. Bejjani <mbejjani@cuyahogacounty.gov>; Anthony W. Perlatti <aperlatti@cuyahogacounty.gov>

Cc: James Alexander, Jr. <jamesalexanderjrattorney@yahoo.com>; James Alexander, Jr. <jamesalexanderjrattorney@yahoo.com>; jasongk1978@gmail.com <jasongk1978@gmail.com>; starkelaw@aol.com <starkelaw@aol.com>

 1 attachments (3 MB)

Hemmons Motion to Quash Subpoena.pdf;

Please see attached Motion to Quash Subpoena. Further, as Asst. Prosecutor Mark Musson advised the Court and Counsel, today, the City of East Cleveland is not involved in the R.C. 3502.03 Voter Determination of the King family.

Willa Hemmons

Law Director

City of East Cleveland

14340 Euclid Avenue

East Cleveland, Ohio 44112

(216) 681-2169

(216) 681-2199 Facsimile

whemmons@eastcleveland.org

BEFORE THE CUYAHOGA COUNTY BOARD OF ELECTIONS

In the Matter of BRANDON L. KING .,

et al.

v.

**CUYAHOGA COUNTY BOARD OF,
ELECTIONS, *et al.***

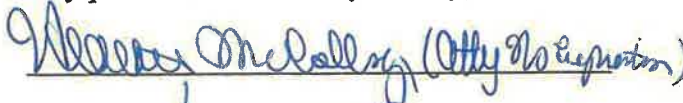
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WILLA HEMMONS MOTION TO QUASH SUBPOENA

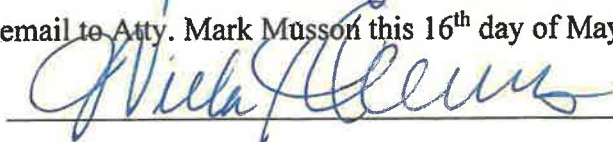
Now comes Willa Hemmons subpoenaed to the Board of Elections for a voter challenge hearing being held on May 23, 2023 on the basis of notarizing a court document executed by Brandon L. King.. According to Ohio Revised Code Section 147.07, "A notary public may, throughout the state, administer oaths required or authorized by law, take and certify depositions, and take and certify acknowledgments of deeds, mortgages, liens, powers of attorney, and other instruments of writing." All that a notary public does is verify that the person who is taking the oath is that person and none other. The truth or veracity of the document being notarized is not within a notary's purview. Hence, all the document attestation was that Mr. King was the person who signed the document, attached. Other than that, Ms. Hemmons states that she is without personal knowledge of any subject of the aforesaid challenge.



Sworn to and subscribed before me in my presence this 16th day of May, 2023.

 (Atty to Deposition)

A copy of the foregoing was sent by email to Atty. Mark Musson this 16th day of May, 2023,



**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

BRANDON L. KING,
1765 Elsinor Street
East Cleveland, Ohio 44112, and

Case No. CV 23-

CECIL KING
1735 Elsinor Street
East Cleveland, Ohio 44112, and

NORMAN KING
1735 Elsinor Street
East Cleveland, Ohio 44112, and

NORMA KING
1735 Elsinor Street
East Cleveland, Ohio 44112, and

Petitioners,

vs

CUYAHOGA COUNTY BOARD OF
OF ELECTIONS

2925 Euclid Avenue
Cleveland, Ohio 44115, and

HENRY F. CURTIS, IV, BOARD CHAIR
2925 Euclid Avenue
Cleveland, Ohio 44115, and

INAJO DAVIS CHAPPELL, BD MEMBER
2925 Euclid Avenue
Cleveland, Ohio 44115, and

TERENCE MCCAFFERTY, BD MEMBER
2925 Euclid Avenue
Cleveland, Ohio 44115, and

LISA STICKAN, BOARD MEMBER
2925 Euclid Avenue
Cleveland, Ohio 44115,

Respondents.

**PETITIONERS'S VERIFIED COMPLAINT SEEKING DECLARATORY JUDGMENT,
PRELIMINARY AND PERMANENT INJUNCTION**

Petitioners hereby state as follows a Complaint against the Respondent Cuyahoga County Board of Elections [the "Board"] and its named Members for setting an impromptu May 10, 2023 Hearing based upon a belated April 23, 2023 challenge to their right to vote [EXHIBIT A] in an unspecified, vague, overbroad, ambiguous non-determined 'election.' This Complaint is asserted to contest the unconstitutional, procedural and substantive, violation made by the Board's action in setting such an extemporaneous May 10, 2023 "protest" 'Hearing.' Such an egregious injustice represents an untimely, unlawful and inequitable application, as to Respondents, of the provisions in Ohio Revised Code 3503.24. [EXHIBIT B].

Overview

This Complaint seeks injunctive and declaratory relief with respect to provisions of Ohio Revised Code 3503.24; as well as an after the fact list of procedural requirements made on May 3, 2023 [EXHIBIT C] by the Board Chair subsequent to a May 2, 2023 primary election.

The Board, in its eagerness to 'vindicate' any alleged 'qualified elector' qualms, is also attempting to enforce, as against Respondents, an expired state statute, R.C. 3505.19 which was *repealed* 9/8/2016 by H.B. 359, 131st General Assembly. [EXHIBIT D]. Said inapplicable 'statutory' enforcement impermissibly and irreparably limits Respondents' due process rights in putting forward their defense based upon a purported elector complaint containing over three hundred, 300 pages, [omitted herein due to its voluminous nature immaterial to this Complaint.] [again, EXHIBIT D].

”

Parties, Jurisdiction, and Venue

1. Petitioners are persons who are citizens that reside in the County of Cuyahoga, the State of Ohio and the country of the United States of America and are intitled to all of its rights, titles and benefits attendant thereto.

2. Respondents are the 'Board' consisting of persons duly appointed in Cuyahoga County, *State ex rel. Holwadel v. Hamilton County Bd. of Elections*, 2015-Ohio-87, by the Secretary of State, as the Secretary's representatives pursuant of R.C. 3501.06 to effectuate Title XXXV consistent with the state and constitution of the United States of America.

3. Jurisdiction in this Court is proper as all parties are located within Cuyahoga County and the state of Ohio. Venue in this Court is also proper pursuant to Ohio Civil Rule 3(B) and (C) (1),(2),(3), and (6).

Ohio Revised Code Section 3503.19 Statutory Enforcement Parameters

R.C. 3503.24 provides in pertinent part:

4. Application for the correction of any precinct registration list or a challenge of the right to vote of any registered elector may be made by any qualified elector at the office of the board of elections not later than the thirtieth day before the day of the election

In addition, the statute states:

5. ...If the board is not able to determine whether an application or challenge should be granted or denied solely on the basis of the records maintained by the board, the director shall promptly set a time and date for a hearing before the board. The hearing shall be held, and the application or challenge shall be decided, no later than ten days after the board received the application or challenge.
6. As stated above, the 'qualified elector' filed his Challenge to Respondents right to vote on April 17, 2023. The City of East Cleveland did not have a Primary in the May 2, 2023 Election. If Respondents had had a Primary May 2, 2023, then the last day to put in a Challenge would have been April 2nd [which was on a Sunday so the last day would have

been March 31, 2023]. As it is, the last East Cleveland Election was on November 8, 2023. The last day to Challenge that Election was October 7, 2023. Likewise, a May 10, 2023 Hearing is very much beyond an April 17, 2023 Complaint-date.

7. The Voter's Rights Challenge is thus untimely and is violative of the parameters of the controlling statute, R.C. 3503.24 as well as the Board's own procedural constraints.

8. It is beyond the jurisdiction of this forum to submit random, limitless challenges to the right to vote—even characterized as residency protests—of Respondents that include two centuries worth of birth, death, college, business incorporation and professional licensure certificates. *Rose v. Nat'l Mut. Ins. Co.*, 134 Ohio App. 3d 229.

9. Random, unauthenticated documents ignore the right of dual, student, occupational and commercial residency. Cf. *Senn v. City of Cleveland*, Eighth District Court of Appeals, 2005-Ohio-768 which opined: "To establish proof of residency within Cleveland, Ohio for purposes of employment, the Civil Service Commission requests seven items of documentary proof. Two documents are mandatory: 1) official homeowner's documents, including a deed, mortgage coupons, purchase agreement, or homeowner's insurance policy, or official lease documents, or a notarized agreement from the homeowner stating proof of Cleveland residency; and 2) completed 1040 tax return forms for federal, state and local income tax. An employee has the option of selecting the remaining five proofs of residency from a list of 10 categories, which include: 1) voter registration; 2) homeowner's/renter's insurance policies showing a Cleveland address; 3) utility bills; 4) tax records; 5) school records; 6) Ohio identification card; 7) motor vehicle records; 8) financial records; 9) postal change of address form; and 10) other mail and current bills".

10. Legally sound residency determinations of so many disparate and varied personages would require more than an hour's worth of cursory hearsay lamentations from disgruntled testators who have failed in recall efforts against the Mayor. The right of cross-examination as well as other valuable due process rights cannot be compromised in a one hour hearing before an administrative tribunal. Further, the May 3, 2023 Board processes outlined by the Board Chair stated that documents submitted after the initial Complaint would not be accepted. Nevertheless, Complainant Brewer submitted two additional, unauthenticated sets of evidentiary affectations. Again, as this entire exercise is beyond the statutory limits, the April 23rd and the April 28th proffers are likewise untimely.

11. RC 3503.24, must be made "not later than the thirtieth day before the day of the election." As Mayor King's election was November 8, 2022, such date for a legal challenge to his or his family's right to vote would have been October 7, 2022. Hence, the hearing as to such matter is defies the statute of limitations. Further, if a challenge is being made as to the November 7, 2023 election, Counsel will review the facts with the King family and advise them to correct any voting errors—if any should exist-- as there is plenty of time to do so.

Count VIII – Void for Vagueness

12. Plaintiff reasserts and reincorporates the allegations in paragraphs 1 through 11, above.

13. The Board's proclamation of an extemporaneous RC 3503.24 Voting Challenge Hearing H.B. 62 Contested Provisions is unconstitutionally vague because it did not provide fair warning of which election comprised the mis-conduct that was prohibited, for example whether

it was for a 1990 election, a 2000 election, a 2010 election, a 2020 election, a 2022 election or a 2023 election. As currently presented, Respondents are not able to formulate a cognizable defense because they have no notice of the specific election they are accused of not having the right to vote.

14. As presented herein, a belated RC 3503.24 Hearing is unconstitutionally vague in all of its applications.

Count IX – Declaratory Judgment

15. Plaintiff reasserts and reincorporates the allegations in paragraphs 1 through 14, above.

16. A real controversy exists between the parties as to the scope and validity of an untimely RC 3503.24 Hearing as applied to Petitioners.

17. A declaration from this Court declaring the RC 3503.24 Hearing held based upon noncompliance of the 30 day window is unconstitutional, or otherwise invalid, is needed.

18. A declaration from this Court declaring that the Board cannot enforce a past due Challenge against Petitioners; and, Petitioners have the right to dual residency in their family home as to their voting as long as they do not vote twice from any other voting place.

Count X – Injunctive Relief

19. Plaintiff reasserts and reincorporates the allegations in paragraphs 1 through 74, above.

20. If not enjoined, the Board's untimely enforcement of the RC 3503.24 not only violates its own statutory provisions and the other constitutional provisions cited herein, but will also cause irreparable harm to Respondents for which there is no adequate remedy at law. *Id. Holwadel.*

21. Allowing the RC 3503.24 to retroactively apply to Respondents will require some or all of the following:

- An extraordinary action challenging the decision of a board of elections, in which the standard is whether the board engaged in fraud, corruption, or abuse of discretion or acted in clear disregard of applicable legal provisions.: *State ex rel. Monroe v. Mahoning Cty. Bd. of Elections, 2013-Ohio-2219*, citing *Whitman v. Hamilton Cty. Bd. of Elections, 2002-Ohio-5923 ¶ 11*.
- An immediate loss of the Mayoral position by Brandon L. King based upon unconstitutional applications that would be essentially impossible to overturn due to the high standard of review that would be required.
- A setting of an unlawful precedent that would result in instability of 59 political subdivision governments across the county which could be dismantled at any time by unforeseen and unpredictable voter challenges.
- A reconfiguration of municipal electoral resources to manage a reasonable facsimile of governmental administration.

22. None of the irreparable injury described above is recoverable from the Board in that there is no adequate remedy at law.

23. Additionally, the deprivation of a constitutional right constitutes irreparable harm.

24. The imposition of injunctive relief will impose an undue burden upon municipal governance in that the Board will not be held accountable for any impulsive voter challenges unrelated to any particular elections. The injunctive relief will serve the public interest by avoiding a waste of electoral resources that are to be used to protect the public from wanton and reckless attacks against the stability of political subdivision management.

25. Moreover, injunctive relief will allow the City of East Cleveland to serve the public interest by continuing its current governmental personnel and structure using the instruments its Charter has in place for recall, referendums and initiative petitions rather than a potentially abusive intrusion by arbitrary and unconstitutional Board actions.

26. Based upon the above study of law and facts, this Court should enjoin the Board's Hearing inasmuch as the underlying Challenge was not timely filed inasmuch and it was not submitted 'no later than thirty days' prior to any applicable election.

WHEREFORE, Respondents request that this Court grant the following relief:

- a. Grant Respondents a preliminary and permanent injunction prohibiting the Defendant from enforcing the RC 3503.24. Contested Provisions allowing untimely voter challenges.
- b. Declare that the voter challenges allowed later than 30 days prior to an election violate the Ohio Constitution in whole or in part, or are otherwise unenforceable;
- c. Grant Petitioners such other and further relief as may be just and/or appropriate.

/s/James Alexander
James Alexander (0033384)
Attorney for Petitioners
2000 Lee Road
Cleveland Hts., Ohio 44118
(216) 269-9569
jamesalexanderjrattorney@yahoo.com

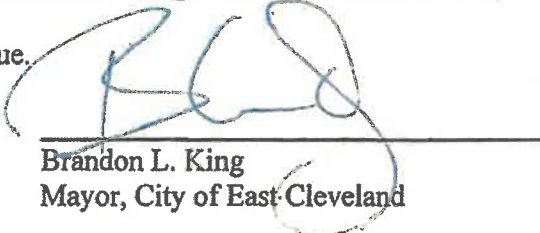
STATE OF OHIO

COUNTY OF CUYAHOGA

SS:

VERIFICATION

I, Brandon L. King, Mayor of the City of East Cleveland, City of East Cleveland, being first duly sworn, state upon my own personal knowledge, unless otherwise stated, that the facts set forth in this Verified Complaint are true.


Brandon L. King
Mayor, City of East Cleveland

Sworn to and subscribed before me this ____ day of May 9, 2023..


Notary Public

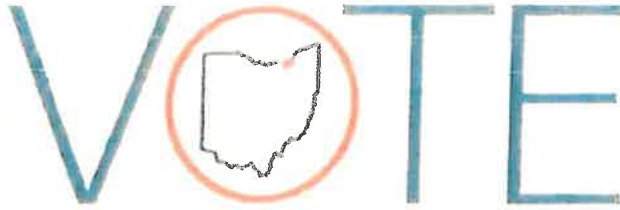
WILLA M. HEMMONS, Notary Public
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 O.R.C.

CERTIFICATE OF SERVICE

This is to certify that a copy of Requesters' Complaint was served by ordinary U.S. Mail and via email on Mark Musson, Attorney for Respondents, at 1200 Ontario Avenue, Cleveland, Ohio 44113, mmusson@prosecutor.cuahogacounty.us, this 9th day of May, 2023.

/s/James Alexander

James Alexander (0033384)



CUYAHOGA COUNTY BOARD OF ELECTIONS

Henry F. Curtis, IV
Chairman

Inajo Davis Chappell
Member

Lisa M. Stickan
Member

Terence M. McCafferty
Member

Anthony W. Perlatti
Director

Anthony N. Kaloger
Deputy Director

May 4, 2023

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED, AND EMAIL

Mayor Brandon King
1735 Elsinor Street
East Cleveland, OH 44112

Dear Mayor King,

Please accept this letter as notice that on April 23, 2023, the Cuyahoga County Board of Elections received correspondence Challenging Voter Residency relative to Mayor Brandon Lee King. A copy of the challenge is enclosed for your review.

The Board has scheduled a hearing on the matter at the Wednesday, May 10, 2023, Board Meeting. The meeting will be held at the Cuyahoga County Board of Elections, 2925 Euclid Avenue, Cleveland, Ohio, in the 4th floor Board Room at 9:30 a.m.

Your attendance at this meeting is required and you will be asked to give testimony under oath. You have the right to call and subpoena witnesses. You may bring legal counsel if you choose, but this is not required.

The Board will consider all written materials and will hear any testimony and oral arguments for and against the protest challenge at this meeting. Enclosed is a copy of the protest procedure the Board has enacted and asks that each party follow. The agency has set a deadline of 2:00 p.m. on Monday, May 8, 2023, for filing all position papers and other documents relative to this protest.

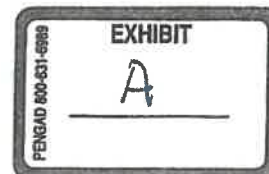
If you have questions, please contact me prior to the meeting.

Sincerely,

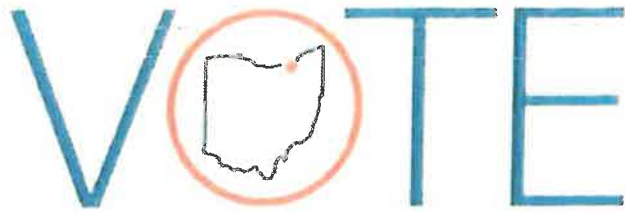
Mary Bejjani
Clerk of the Cuyahoga County Board of Elections
mbejjani@cuyahogacounty.gov
216-443-6430

Cc: Henry F. Curtis, IV., Chairman
Inajo Davis Chappell, Board Member
Terence McCafferty, Board Member
Lisa Stickan, Board Member
Anthony Perlatti, Director
Anthony Kaloger, Deputy Director
Mark Musson, Assistant County Prosecutor, Cuyahoga County Prosecutor's Office

Enclosures







CUYAHOGA COUNTY BOARD OF ELECTIONS

Henry F Curtis, IV
Chairman

Inajo Davis Chappell
Member

Lisa M. Stickan
Member

Terence M. McCafferty
Member

Anthony W. Perlatti
Director

Anthony N. Kaloger
Deputy Director

To: *Parties involved in Protest hearings*

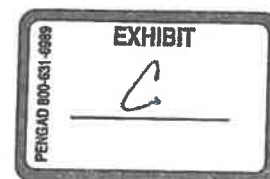
From: *Henry F Curtis, IV., Chairman of the Cuyahoga County Board of Elections*

Subject: *The Filing of a Protest*

Date: *May 3, 2023*

The Cuyahoga County Board of Elections ("Board") has enacted the following procedure regarding the filing of a Protest with the Board:

- *After a Protest is filed, no additional documents may be filed in support of the Protest, unless that document relates to events occurring after the date of the Protest. Notwithstanding, the Board reserves the right to request additional documentation from either party if necessary.*
- *Upon receipt of the Protest, the Board staff will timely provide the candidate and/or issue committee (Respondent) a copy of the Protest. The Respondent has the lesser of five (5) business days after receipt of the Protest or two (2) business days before the Board hearing to file a response with the Board. The day the Protest is received by the Respondent is not counted in the five-day response period.*
- *The Respondent is to provide the Protester with a copy of the Respondent's filed response. Additionally, upon receipt of the response, the Board staff will also provide the Protester with a copy of the Respondent's filed response.*
- *The Chairman of the Board (in consultation with the Board Members and staff) will schedule the Protest for Hearing and the Protestor and Respondent will be advised of the time and date of the Hearing should they want to participate.*
- *The Parties may present such additional evidence at the Hearing as each Party deems appropriate, subject to objection from the opposing Party and subject to the ruling of the Chairman of the Board. If the evidence is documentary, please bring 10 copies to be distributed to the Board members, staff, and the opposing party.*



VOTE CUYAHOGA COUNTY BOARD OF ELECTIONS

Henry F. Curtis, IV
Chairman

Inajo Davis Chappell
Member

Lisa M. Sticker
Member

Terence M. McCafferty
Member

Anthony W. Parlati
Director

Anthony M. Kalogi
Deputy Director

May 4, 2023

Eric Brewer, Clerk, East Cleveland City Council
14340 Euclid Avenue
East Cleveland, OH 44112

Dear Mr. Brewer,

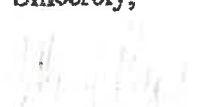
Please accept this letter as notice that on April 23, 2023, the Cuyahoga County Board of Elections received of your correspondence Challenging Voter Residency, relative to Brandon King, Norma King, Cecil King, Jr., Norman King, and Stephanie Marie McCarroll-King, (RC 3505.19, 3503.24).

The Board has scheduled a hearing on the matter at the May 10, 2023, Board Meeting at 9:30 a.m. The meeting will be held at the Cuyahoga County Board of Elections, 2925 Euclid Avenue, Cleveland, Ohio, 4th Floor Board Room.

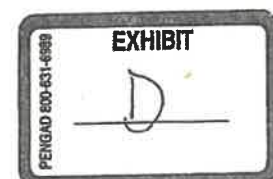
Your attendance at this meeting is required and you will be asked to give testimony under oath. You have the right to call and subpoena witnesses. You may bring legal counsel if you choose, but this is not required.

If you have questions, please contact Mark Musson, Assistant County Prosecutor at 216.443.7795 prior to the meeting.

Sincerely,


Mary Bejjani
Clerk of the Cuyahoga County Board of Elections
216-443-6450
mbejjani@cuyahogacounty.gov

Cc: Henry F. Curtis, IV, Chairman
Inajo Davis Chappell, Board Member
Terence McCafferty, Board Member
Lisa Sticker, Board Member
Anthony Parlati, Director
Anthony Kalogi, Deputy Director
Mark Musson, Assistant County Prosecutor



State ex rel. Holwadel v. Hamilton County Bd. of Elections

Court of Appeals of Ohio, First Appellate District, Hamilton County

January 14, 2015, Date of Judgment Entry on Appeal

CASE NO. C-130717

Reporter

2015-Ohio-87 *; 2015 Ohio App. LEXIS 77 **; 2015 WL 160792

STATE OF OHIO EX REL. BARBARA HOLWADEL and
STATE OF OHIO EX REL. STEVEN W. JOHNSON,
Relators, vs. HAMILTON COUNTY BOARD OF
ELECTIONS, TIMOTHY M. BURKE, CALEB A. FAUX,
CHARLES H. GERHARDT III, ALEX M.
TRIANTAFILOU, and RANDY ALLEN SIMES,
Respondents.

Notice: THESE ARE NOT OFFICIAL HEADNOTES OR
SYLLABI AND ARE NEITHER APPROVED IN
ADVANCE NOR ENDORSED BY THE COURT.
PLEASE REVIEW THE CASE IN FULL.

Subsequent History: Affirmed by State ex rel.
Holwadel v. Hamilton Cnty. Bd. of Elections, 2015 Ohio
5306, 2015 Ohio LEXIS 3412 (Ohio, Dec. 22, 2015)

Disposition: Writ Denied.

Case Summary

Overview

HOLDINGS: [1]-Despite not participating in a proceeding before the Hamilton County Board of Elections (BOE), relators had standing to bring a mandamus action seeking an order that the BOE strike a voter's name from the voter registration rolls because they were attempting to enforce the "public duty" imposed on the BOE by R.C. 3503.24 to determine a challenge to the right to vote; [2]-The BOE did not abuse its discretion in determining the voter had established a fixed habitation, as required by R.C. 3503.02, and had met the other statutory requirements to be a valid elector in the county; [3]-As the relators had not demonstrated by clear and convincing evidence that the BOE had a clear legal duty to strike the voter's name from the voter registration rolls, they were not entitled to a writ of mandamus.

Outcome

Writ denied.

Syllabus

Relators' petition for a writ of mandamus to compel a county board of elections to remove respondent's name from the voter registration rolls and cancel his registration forms is denied, because the record does not demonstrate by clear and convincing evidence that the board of elections abused its discretion or acted in clear disregard of applicable legal provisions in determining that respondent had established a voting residence in the county and had met the other statutory requirements to be a valid elector.

Counsel: [****1**] The Law Firm of Curt C. Hartman and Curt C. Hartman, for Relators.

Joseph T. Deters, Hamilton County Prosecuting Attorney, and David Stevenson, Assistant Prosecuting Attorney, for Respondents Hamilton County Board of Elections, Timothy M. Burke, Caleb A. Faux, Charles H. Gerhardt III, and Alex M. Triantafilou.

Daniel J. Mooney, Jr., for Respondent Randy Simes.

Judges: HILDEBRANDT, Presiding Judge. DEWINE, J., concurs. FISCHER, J., dissents

Opinion by: HILDEBRANDT

Opinion

Original Action in Mandamus

HILDEBRANDT, Presiding Judge.

[***P1**] In this original action, relators Barbara Holwadel and Steven W. Johnson have petitioned for a writ of mandamus to compel the respondents—the Hamilton County Board of Elections ("BOE") and its individual members—to remove respondent Randy Simes's name from the voter registration rolls and cancel his registration forms. Because we conclude that the BOE

did not abuse its discretion in determining that Simes had established a "fixed habitation" in Cincinnati and had met the other statutory requirements to be a valid elector in Hamilton County, Ohio, we deny the writ.

[*P2] In September 2013, Mary Siegel, a qualified elector of Hamilton County, Ohio, filed a challenge under R.C. 3503.24 to Simes's right to vote. Following [*2] a hearing, the BOE rejected the challenge.

[*P3] A board of elections decision is not subject to an administrative appeal because the board is not a political subdivision for purposes of R.C. Chapter 2506. State ex rel. Brown v. Summit Cty. Bd. of Elections, 46 Ohio St.3d 166, 545 N.E.2d 1256 (1989). Therefore, Siegel could not appeal the BOE's decision.

[*P4] But "mandamus is an appropriate remedy where no statutory right of appeal is available to correct an abuse of discretion by an administrative body." State ex rel. 506 Phelps Holdings, LLC v. Cincinnati Union Bethel, 2013-Ohio-388, 986 N.E.2d 1037, ¶ 31 and 40 (1st Dist.), quoting State ex rel. Pipoly v. State Teachers Retirement Sys., 95 Ohio St.3d 327, 2002-Ohio-2219, 767 N.E.2d 719, ¶ 14. "In an extraordinary action challenging the decision of a board of elections, the standard is whether the board engaged in fraud, corruption, or abuse of discretion or acted in clear disregard of applicable legal provisions." State ex rel. Monroe v. Mahoning Cty. Bd. of Elections, 137 Ohio St.3d 62, 2013-Ohio-4490, 997 N.E.2d 524, ¶ 21, citing Whitman v. Hamilton Cty. Bd. of Elections, 97 Ohio St.3d 216, 2002-Ohio-5923, 778 N.E.2d 32, ¶ 11.

[*P5] Siegel did not seek relief in mandamus. But the relators did. They filed with this court a petition for a writ of mandamus directing the board "to comply with their legal duties to ensure that only those who meet the statutory requirements to be electors are included on the voter rolls in Hamilton County and, specifically, to strike from the voter rolls the registration of Randy Allen Simes as he fails to meet and satisfy the residency requirements of R.C. 3503.01 and R.C. 3503.02."

[*P6] The parties have filed cross-motions for judgment and have agreed that the record will consist [*3] of the factual allegations in the amended complaint to which the respondents have admitted, the transcript and exhibits from Simes's hearing before the BOE, and Simes's notarized affidavit that was filed with this court on February 13, 2014. While the parties agreed that these items make up the record, they each

reserved the right to challenge the relevancy or propriety thereof.

[*P7] The record showed that Simes was first registered to vote in Hamilton County, Ohio, in 2004, listing his parents' address as his residence. He was an active voter in Ohio from that date through 2008. Simes moved to Chicago in the beginning of 2012 and registered to vote there in May 2012, listing his residence as the address of his leased apartment. He voted in the November 2012 election in Chicago, but did not vote there in 2013. Simes's employer in Chicago was Parsons Brinckerhoff, which also has offices in Cincinnati. On July 12, 2013, Simes registered to vote in Hamilton County, Ohio, and listed his residence as 1343 Main Street, Unit 9, Cincinnati, Ohio 45202, which was a condominium owned by his friend and business associate, Travis Estell.

[*P8] Estell and Simes have been friends for several years, and they [*4] are business associates in the Cincinnati website UrbanCincy. When Simes was in Cincinnati, he would stay with Estell at his two-bedroom condominium. Simes did not pay rent, but he had his own key and could come and go as he pleased. Simes was aware in the spring of 2013, that there was a possibility that his employer would place him on assignment in Korea. Estell testified that this became definite in June, and subsequently, Simes commuted between Cincinnati and Chicago, until he moved to Korea in September 2013, for his two-year assignment. Estell testified that Simes made efforts to establish his residency in Ohio by attempting to obtain an Ohio driver's license during the summer of 2013 and by changing all of his bank and credit card accounts, magazine subscriptions and other mail to the 1343 Main Street address. Estell also testified that Simes had terminated his lease in Chicago and intended to return to Cincinnati, rather than Chicago, once his assignment in Korea ended. Estell said that he had not yet had a specific conversation with Simes about his return to live at 1343 Main Street after his assignment in Korea, but that he was welcome to do so if he chose.

[*P9] In her challenge [*5] to Simes's right to vote in Ohio, Siegel testified that she had been to 1343 Main Street, and that Simes's name was not listed on the directory of residents next to the intercom system. She submitted several screenshots of various social media websites with the purpose of demonstrating that Simes was living in Chicago after his re-registration to vote in Ohio, and thus his time in Cincinnati was transient, and that he had not lived in Ohio for 30 days prior to the first

election that he voted in after re-registering, on September 10, 2013.

[*P10] In Simes's written declaration, which the BOE considered during the hearing, he sets forth his numerous connections to Cincinnati. Simes also attached to the declaration his employment agreement, which indicated that when he was "demobilized," his employer would pay to transport Simes and his personal property back to Cincinnati, Ohio.

[*P11] To be entitled to a writ of mandamus, a relator must establish (1) a clear legal right to the relief sought (2) a clear legal duty on the part of the respondent to perform the requested act and (3) the lack of an adequate remedy in the ordinary course of law. *State ex rel. Scott v. Franklin Cty. Bd. of Elections*, 139 Ohio St.3d 171, 2014-Ohio-1685, 10 N.E.3d 697, ¶ 14. These requirements must be proved by clear and convincing [*6] evidence. *Id.*

[*P12] Before considering whether the relators are entitled to a writ of mandamus, we first address the contention raised by the BOE and Simes that the relators do not have standing to bring this action. "As a general principle, resident electors and taxpayers * * * have standing to bring mandamus actions to enforce public duties in election matters." *State ex rel. Barth v. Hamilton Cty. Bd. Of Elections*, 65 Ohio St.3d 219, 221-222, 602 N.E.2d 1130 (1992). The relators are qualified Hamilton County electors. So, despite not participating in the proceedings before the BOE, they must be said to have the standing to enforce the "public duty" imposed on the board by *R.C. 3503.24*, to "determine" a "*challenge*" of the right to vote," see *R.C. 3503.24(B)*, and to "remove from the [registration] list" "any person" whom "the board decides * * * is not entitled to have [his] name on the registration list." See *R.C. 3503.24(C)*.

[*P13] The BOE contends that the relators do not have standing to seek an extraordinary writ, because they did not first avail themselves of the statutory procedure set forth in *R.C. 3503.24* to *challenge* a person's right to vote. But we see this argument as one relating to whether the relators had an adequate remedy in the ordinary course of law, not whether the relators had standing to bring this action. And, we hold that under [*7] the facts in this case the relators did not have an adequate remedy at law.

[*P14] While mandamus relief will be denied if the relators have not exhausted all administrative remedies, "a person need not pursue administrative remedies if such an act would be futile." *State ex rel. Cotterman v.*

St. Mary's Foundry, 46 Ohio St.3d 42, 44, 544 N.E.2d 887 (1989). "The failure to exhaust administrative remedies may be a defense only if there is an effective remedy to afford the relief sought." *Id.* Here, an *R.C. 3503.24* application by the relators essentially asking the board to revisit its decision denying Siegel's *challenge* would not be likely to succeed, as the facts had remained unchanged and thus, cannot be said to constitute an effective means for affording relators the relief sought.

[*P15] We now consider whether the BOE abused its discretion and disregarded clear applicable law in determining that Simes had established a voting residence at 1343 Main Street, based on the evidence presented at the hearing before the BOE.

[*P16] *R.C. 3503.01(A)* sets forth the requirements for a valid elector, one of which is that the person must be a resident of the county and precinct in which the citizen offers to vote. In order to be a resident of the county, the person must have a voting residence. There are several ways to establish [*8] a voting residence. See *R.C. 3503.02(A)-(I)*. *R.C. 3503.02(A)* provides that a "place shall be considered the [voting] residence of a person in which the person's habitation is fixed and to which, whenever the person is absent, the person has the intention of returning." Courts are to liberally construe election laws in favor of the right to vote. See *State ex rel. Colvin v. Brunner*, 120 Ohio St.3d 110, 2008-Ohio-5041, 896 N.E.2d 979, ¶ 62.

[*P17] There was conflicting evidence presented before the BOE as to whether 1343 Main Street was Simes's fixed habitation and whether he had the intent to return to that address in Hamilton County. Evidence was presented in support of Simes that (1) he had previously been registered to vote in Hamilton County and had ties to Cincinnati (2) after he learned in the spring of 2013 that his employer was placing him on assignment out of the country, he had made significant efforts to establish Ohio residency by, among other things, changing the address on all of his bank and credit-card accounts to the 1343 Main Street address (3) he had had unhindered access to 1343 Main Street during the summer of 2013 and afterwards; and (4) he had terminated his lease in Chicago and intended to return to Cincinnati after his assignment in Korea had ended. On the other hand, there was evidence [*9] that Simes had spent a significant amount of *time* in Chicago after re-registering to vote in Hamilton County and had maintained an apartment there until he left for Korea in September 2013. But based on this record,

and construing the election laws in favor of the right to vote, we cannot say that the BOE abused its discretion and disregarded clear applicable laws in determining that Simes had established his residence in Hamilton County. Further, when there is conflicting evidence on an issue, the court may not substitute its judgment for that of the board. *State ex. Rel. Wolfe v. Delaware Cty. Bd. of Elections*, 88 Ohio St.3d 182, 185, 2000-Ohio-294, 724 N.E.2d 771; *State ex rel. Ross v. Crawford Cty. Bd. of Elections*, 125 Ohio St.3d 438, 446, 2010-Ohio-2167, 928 N.E.2d 1082. This principle has been applied to deny writs *challenging* decisions of boards of elections on residence issues. *Ross at ¶ 41*.

[*P18] The relators maintain that the BOE in reaching its decision, abused its discretion by considering Simes's unsworn written declaration. But the declaration was made under penalty of election falsification. And even if it was improper to consider the written declaration, it did not cause prejudicial harm. Estell's testimony provided enough evidence to support the BOE's determination that 1343 Main Street was Simes's voting residence when he re-registered in Hamilton County.

[*P19] Accordingly, because [**10] the relators have not demonstrated by clear and convincing evidence that the BOE had a clear legal duty to strike Simes's name from the voter registration rolls, we deny the writ.

Writ denied.

DEWINE, J., concurs.

FISCHER, J., dissents

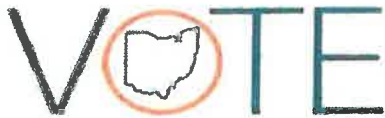
Dissent by: FISCHER

Dissent

FISCHER, J., dissenting.

[*P20] I respectfully dissent.

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**CUYAHOGA COUNTY
BOARD OF ELECTIONS**

MAY 16 2023
ME

**The State of Ohio, } ss.
Cuyahoga County. }**

**BOARD OF ELECTIONS OF CUYAHOGA COUNTY
SUBPOENA**

TO: Attorney Willa Mae Hemmons
East Cleveland City Hall
14340 Euclid Ave.
East Cleveland, OH 44112

You are hereby subpoenaed by the BOARD OF ELECTIONS of CUYAHOGA COUNTY to appear at the office of the Board of Elections, 2925 Euclid Avenue, 4th floor, Cleveland, OH 44115, on the 23rd day of May 2023 at 9:30 a.m. to testify in connection with whether the voters being challenged are residents, as defined in RC 3503.02, of the address where they are registered to vote, relative to Brandon King, Stephanie Marie McCarroll-King, Norma King, Cecil King, Jr., and Norman King.

This subpoena is issued to you under the provisions of Ohio Revised Code Title 35 by the Cuyahoga County Board of Elections. If you have any questions please contact Clerk to the Board, Mary Bejjani at 216-443-6430 prior to appearing.

Issued by: Anthony Perlatti, Director of the Board of Elections of Cuyahoga County,
Cleveland, Ohio this 15th day of May 2023.

Director

Subpoena served by _____
Name of Officer

Motion to Quash Anthony Bumbalis Subpoena

Filed by Charles Tyler, Sr.

Received May 18, 2023, at 12:58 PM

**BEFORE THE CUYAHOGA COUNTY BOARD OF ELECTIONS
KING FAMILY RC 23, 2023 VOTER CHALLENGE HEARING
KING FAMILY MOTION TO QUASH ANTHONY BUMBALIS SUBPOENA**

Now comes undersigned Counsel on behalf of the King Family seeking to Quash the Subpoena issued to Anthony Bumbalis for the 5/23/2023 Voter Challenge Hearing, attached, for the following reason. The basis of the aforesaid Hearing originally was announced as pursuant to RC 3503.24. But, as that basis was untimely; it was changed to an RC 3503.02 Hearing. The latter statute, RC 3503.02, relates to *upcoming* elections not past ones. The Subpoena for East Cleveland Building Official Anthony Bumbalis relates to his past residential documentation, i.e., a March 22, 2023 Inspection Complaint that was relevant to former elections, eg., May 2, 2023. The testimony of Mr. Bumbalis thus would be extraneous, immaterial and irrelevant to forthcoming elections coming up farther than thirty (30) days, hence. Therefore, the King Family moves to Quash the attached Subpoena as well as its accompanying documentation per Ohio Rule of Civil Procedure 45(C)(3)(b). The Motion is made as the subject matter of the Subpoena is beyond the scope of RC 3503.02. Per said Rule the Bumbalis Subpoena would require disclosure of protected matter and no exception or waiver applies.

/s/ Charles Tyler

Attorney and Counselor at Law
137 S. Main Street, Suite 206
Akron, Ohio 44308
330.665.0910 (f) 330.665.0718
charles.tyler@tylerlawoffice.com
www.tylerlawoffice.com

CERTIFICATE OF SERVICE

A copy of the foregoing was sent by email to Atty. Mark Musson, Dir. Anthony Perlatti and Board Clerk this 17th day of May, 2023 by email at mmusson@prosecutor.cuyahoga.us; mbejjani@cuyahogacounty.gov; aperlatti@cuyahogacounty.gov..

/s/ Charles Tyler



CUYAHOGA COUNTY
BOARD OF ELECTIONS

**The State of Ohio, } ss.
Cuyahoga County. }**

**BOARD OF ELECTIONS OF CUYAHOGA COUNTY
SUBPOENA DUCES TECUM**

TO: Anthony Bombalis
East Cleveland, Chief Building Official
14340 Euclid Ave.
East Cleveland, OH 44112

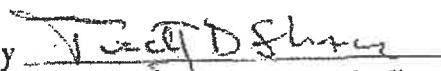
You are hereby subpoenaed by the BOARD OF ELECTIONS of CUYAHOGA COUNTY to appear at the office of the Board of Elections, 2925 Euclid Avenue, 4th floor, Cleveland, OH 44115, on the 10th day of May 2023 at 9:30 a.m. to testify in connection with the Challenge of Voter Residence relative to Brandon King, Stephanie Marie McCarroll-King, Norma King, Cecil King, Jr., and Norman King.

5001.11
Bring copies of all Citations issued to 1735 Elsinore Street, East Cleveland, Ohio, 44112, and case files on the property.

This subpoena is issued to you under the provisions of Ohio Revised Code Title 35 by the Cuyahoga County Board of Elections. If you have any questions please contact Clerk to the Board, Mary Bejjani at 216-443-6430 prior to appearing.

Issued by: Anthony Perlatti, Director of the Board of Elections of Cuyahoga County, Cleveland, Ohio this 8th day of May 2023.


Director

Subpoena served by 
Name of Officer

[← Back to Results](#)

Previous Result

Next Result >

Add to Cart

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Copy**

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(Free)

Property Alert

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SUMMARY

[illegible]

DEED - QUIT CLAIM

Document N... 202203040627 Book/Volum...

Instrument D...	Number of P...	2

Recorded Date: 3/4/2022 4:08 PM Consideration:

Received Date:

शुद्धाचारं चरति हि तत्रैव

Case: 1735 Elysmore LLC
Date: 06/09/2018
To: Client(s) at: Cuyahoga County, State of Ohio, for which construction
contract was awarded to: Bentley Long Neighborhood Association-She Hovington
whose TAX MAILING ADDRESS IS:
1735 ELYSMORE ST., EAST CLEVELAND, OHIO 44112
The following described land interests;
(Description of land or interest interests, reservations and exceptions if any)

Situated in the City of East Cleveland, County of Cuyahoga and State of Ohio:

land known as being sub-let No. 20 in A. S. Thompson and others' subdivision of part of Original Third Township Lot No. 5 and part of the grant to said limited area Lot No. 302, as shown by the recorded plat in Volume 94 of maps, Page 27 of Cuyahoga County records, also a part of Original One Hundred Acre Lot No. 302 and together forming a part of Original One Hundred Acre Lot No. 302 containing the Northwesterly corner of land bounded and described as follows: Beginning on the Northwesterly corner of

© 2023 Cuyahoga County, Ohio. All Rights Reserved

Document Feedback

Show

Powered By GovOS⁷

Anthony Bumbalis

From: Melran Leach Jr.
Sent: Wednesday, March 22, 2023 2:26 PM
To: klundy@eastclevelandpolice.org
Cc: Melran Leach; Anthony Bumbalis; Jameesha Alexander
Subject: complaints
Attachments: 1.pdf; 2.pdf; 3.pdf

Lundy,

Attached are the three complaints that I had to serve. I copied my father and Tony on the thread as well. If you need anything else, just let me know.

Melran Leach Jr.
14340 Euclid Ave
216.681.2176 Office





Department of Building and Housing Complaint Form

CASE

1

4	Filing Date	22-Mar-23
4	Date of Complaint	21-Mar-23

Ordinance / Legal

4	Code	ECMC 527.17 Illegal Dumping and Litter Control
4	Property Maintenance	PM 305.1 Accumulation of Rubbish or Garbage

Contact Information

	Property Name	N/A	This is not commercial, it's a residential structure
3	Property Address	1735 ELSINORE ST.	
1	Parcel Number	672-11-101	
1	Property Owner Address	1735 ELSINORE ST (KING, BRANDON)	
1	Contact Person & Address	KING, BRANDON (1735 ELSINORE ST EAST CLEVELAND, OH 44112)	
1	No. of Units	4	
1	Statutory Agent & Address	N/A	

Identifiers

2	SSN	901X-XX-6591
	DOB	N/A
	Height	N/A
	Weight	N/A
	Hair Color	N/A
	ID	N/A

Notes:

An excessive amount of trash was placed on the front lawn, and a special pick up was not called in. The furniture wasn't properly wrapped.

4	Photos of Complaint Attached	Yes
---	------------------------------	-----

Source

1	My Place Cuyahoga County	
2	Lexis Nexis	
3	Secretary of State Business Search	
4	Inspector	Melran Leach Jr.



Department of Building and Housing Complaint Form

CASE

1

4	Filing Date	22-Mar-23
4	Date of Complaint	21-Mar-23

Ordinance / Legal

4	Code	ECMC 527.17 Illegal Dumping and Litter Control
4	Property Maintenance	PM 305.1 Accumulation of Rubbish or Garbage

Contact Information

	Property Name	N/A	This is not commercial, it's a residential structure
3	Property Address	1735 ELSINORE ST.	
1	Parcel Number	672-11-101	
1	Property Owner Address	1735 ELSINORE ST (KING, NORMAN)	
1	Contact Person & Address	KING, NORMAN (1735 ELSINORE ST EAST CLEVELAND, OH 44112)	
1	No. of Units	4	
3	Statutory Agent & Address	N/A	

Identifiers

2	SSN	XXX-XX-5309
	DOB	N/A
	Height	N/A
	Weight	N/A
	Hair Color	N/A
	ID	N/A

Notes:

An excessive amount of trash was placed on the front lawn, and a special pick up was not called in. The furniture wasn't properly wrapped.

4 Photos of Complaint Attached Yes

Source

1	My Place Cuyahoga County	
2	Lexis Nexis	
3	Secretary of State Business Search	
4	Inspector	Meiran Leach Jr.



Department of Building and Housing Complaint Form

CASE 1

4	Filing Date	22-Mar-23
4	Date of Complaint	21-Mar-23

Ordinance/ Legal

4	Code	ECMC 527.17 Illegal Dumping and Litter Control
4	Property Maintenance	PM 305.1 Accumulation of Rubbish or Garbage

Contact Information

	Property Name	N/A	This is not commercial, it's a residential structure
3	Property Address	1735 ELSINORE ST.	
1	Parcel Number	672-11-101	
1	Property Owner Address	1735 ELSINORE ST (KING, SHELDON)	
1	Contact Person & Address	KING, SHELDON(1735 ELSINORE ST EAST CLEVELAND, OH 44112)	
1	No. of Units	4	
3	Statutory Agent & Address	N/A	

Identifiers

2	SSN	XXX-XX-0728
	DOB	N/A
	Height	N/A
	Weight	N/A
	Hair Color	N/A
	ID	N/A

Notes:

An excessive amount of trash was placed on the front lawn, and a special pick up was not called in. The furniture wasn't properly wrapped.

4	Photos of Complaint Attached	Yes
---	------------------------------	-----

Source

1	My Place Cuyahoga County	
2	Lexis Nexis	
3	Secretary of State Business Search	
4	Inspector	Melran Leach Jr.



Department of Building and Housing Complaint Form

CASE

1

4	Filing Date	22-Mar-23
4	Date of Complaint	21-Mar-23

Ordinance / Legal

4	Code	ECMC 527.17 Illegal Dumping and Litter Control
4	Property Maintenance	PM 305.1 Accumulation of Rubbish or Garbage

Contact Information

	Property Name	N/A	This is not commercial, it's a residential structure
3	Property Address	1735 ELSINORE ST.	
1	Parcel Number	672-11-101	
1	Property Owner Address	1735 ELSINORE ST (KING, JR. CECIL)	
1	Contact Person & Address	KING, JR. CECIL (1735 ELSINORE ST EAST CLEVELAND, OH 44112)	
1	No. of Units	4	
3	Statutory Agent & Address	N/A	

Identifiers

2	SSN	XXX-XX-8945
	DOB	N/A
	Height	N/A
	Weight	N/A
	Hair Color	N/A
	ID	N/A

Notes:

An excessive amount of trash was placed on the front lawn, and a special pick up was not called in. The furniture wasn't properly wrapped.

4	Photos of Complaint Attached	Yes
---	------------------------------	-----

Source

1	My Place Cuyahoga County	
2	Lexis Nexis	
3	Secretary of State Business Search	
4	Inspector	Melran Leach Jr.

Primary Owner KING, NORMAN
Property Address 1735 Elsinore ST East Cleveland, OH 44112
Tax Mailing Address KING, BRANDON, ET AL 1735 ELSINORE ST EAST CLEVELAND, OH 44112
Legal Description 382 THOMPSON ETAL & NEXT E 0020 ALL
Property Class APARTMENTS 1-6 UNITS
Parcel Number 672-11-101
Taxset East Cleveland
Tax Year 2022

Assessed Values

Land Value	\$4,590
Building Value	\$42,280
Total Value	\$46,870
Homestead Value	\$

Market Values

Land Value	\$13,100
Building Value	\$120,800
Total Value	\$133,900

Flags

Owner Occupancy Credit	N
Homestead Reduction	N
Foreclosure	N
Cert. Pending	N
Cert. Sold	N
Payment Plan	Y

Half Year Charge Amounts

Gross Tax	\$3,063.19
Less 920 Reduction	\$584.65
Sub Total	\$2,478.54
10% Reduction Amount	\$0.00
Owner Occupancy Credit	\$0.00
Homestead Reduction Amount	\$0.00
Total Assessments	\$178.59
Half Year Net Taxes	\$2,657.13

Rates

Full Rate	130.71
920 Reduction Rate	.190865
Effective Rate	105.762081

Escrow

Escrow	N
Payment Amount	\$0.00

Tax Balance Summary	Charges \$15,990.44	Payments \$5,659.89	Balance Due \$10,330.55
---------------------	------------------------	------------------------	----------------------------

2022 (pay in 2023) Charge and Payment Detail

Taxset	Charge Type	Charges	Payments	Balance Due
East Cleveland				
	Prior year penalty - 2020	\$724.25	\$0.00	\$724.25
	Prior year tax - 2019	\$1,698.51	\$1,698.51	\$0.00
	Prior year interest - 2020	\$848.19	\$0.00	\$848.19
	Prior year interest - 2021	\$1,774.61	\$0.00	\$1,774.61
	Prior year tax - 2020	\$4,672.60	\$947.01	\$3,725.59
	DELQ BALANCE	\$9,718.16	\$2,645.52	\$7,072.64
	1st half tax	\$2,478.54	\$2,478.54	\$0.00
	1ST HALF BALANCE	\$2,478.54	\$2,478.54	\$0.00
	2nd half tax	\$2,478.54	\$0.00	\$2,478.54
	2ND HALF BALANCE	\$2,478.54	\$0.00	\$2,478.54
M203254A-STREET LIGHTS - EAST CLEVE				
	Prior year tax - 2020	\$46.22	\$0.00	\$46.22
	Prior year SPA fee penalty - 2020	\$0.06	\$0.00	\$0.06
	Prior year SPA fee penalty - 2019	\$0.06	\$0.06	\$0.00
	Prior year SPA fee - 2020	\$0.46	\$0.00	\$0.46
	Prior year SPA fee interest - 2020	\$0.08	\$0.00	\$0.08
	Prior year tax - 2019	\$46.20	\$46.20	\$0.00
	Prior year interest - 2020	\$7.82	\$0.00	\$7.82
	Prior year SPA fee interest - 2019	\$0.02	\$0.02	\$0.00
	Prior year interest - 2021	\$16.53	\$0.00	\$16.53
	Prior year SPA fee - 2019	\$0.46	\$0.46	\$0.00
	Prior year SPA fee interest - 2021	\$0.15	\$0.00	\$0.15
	Prior year penalty - 2020	\$7.16	\$0.00	\$7.16
	DELQ BALANCE	\$125.22	\$46.74	\$78.48
	1st half tax	\$23.11	\$23.11	\$0.00
	1st half SPA fee	\$0.23	\$0.23	\$0.00
	1ST HALF BALANCE	\$23.34	\$23.34	\$0.00
	2nd half SPA fee	\$0.23	\$0.00	\$0.23
	2nd half tax	\$23.11	\$0.00	\$23.11
	2ND HALF BALANCE	\$23.34	\$0.00	\$23.34

C100671S-SEWER MAINTENANCE

1st half tax	\$.00	\$.00	\$.00
--------------	--------	--------	--------

C100671-SEWER MAINTENANCE

Prior year penalty - 2020	\$48.14	\$.00	\$48.14
Prior year tax - 2019	\$310.50	\$310.50	\$.00
Prior year interest - 2020	\$52.68	\$.00	\$52.68
Prior year tax - 2020	\$310.50	\$.00	\$310.50
Prior year interest - 2021	\$110.98	\$.00	\$110.98
DELQ BALANCE	\$832.80	\$310.50	\$522.30
1st half tax	\$155.25	\$155.25	\$.00
1ST HALF BALANCE	\$155.25	\$155.25	\$.00
2nd half tax	\$155.25	\$.00	\$155.25
2ND HALF BALANCE	\$155.25	\$.00	\$155.25

Charges	Payments	Balance Due
\$15,990.44	\$5,659.89	\$10,330.55

Total Balance

By accepting, acknowledging and paying this bill, you agree to acknowledge your payment. Agree to and consent to be bound by all the terms and conditions stated on this bill. Sewer maintenance is performed on Fridays and disruptions may occur. We apologize for any inconvenience.



Cuyahoga County, Ohio - Property Summary Report

Parcel: 672-11-101



Owner KING, BRANDON, ET AL
Address 1735 ELSINORE ST
 EAST CLEVELAND, OH. 44112
Land Use (4090) C - 4-6 UNIT APARTMENTS
Legal Description 382 THOMPSON ETAL & NEXT E 0020 ALL
Neighborhood Code 23271

SKETCH

Building 1

If this is a residential property, the sketch is unavailable.
 Commercial building sketches are not available at this time.
 Please contact us at EMcGoldrich@cuyahogacounty.us
 or call (216) 443-4553 for a copy of the building card.

MAP VIEW



BUILDING INFORMATION

Building ID	1	Construction Class	CLASS C	Basement Type	FULL
Total Story Height	3	Usable Area	7,525	Condition	FAIR
Date Built	1899	Date Remodeled		Exterior Walls	BRICK
Framing	FIRE RESISTANT	Roof Type	FLAT	Roof Covering	COMPOSITION
Office Area		Mezzanine Area		Mezzanine Finish	
Wall Height	9	Heat Type	HOT-WATER/STM	Air Conditioning	NONE
Office Finish		Retail Area		Retail Finish	

LAND

Code	Frontage	Depth	Acres	Sq Ft
PRM	90		0.18	7,530

VALUATION

2022 Values	Taxable Market Value	Exempt Market Value	Abated Market Value	Assessed Taxable Value
Land Value	\$13,100	\$0	\$0	\$4,590
Building Value	\$120,800	\$0	\$0	\$42,280
Total Value	\$133,900	\$0	\$0	\$46,870
Land Use	4090			APARTMENTS 1-6 UNITS

PERMITS

Tax Year	Reason	Tax Change	Exempt Change	Percent Complete	Reinspect	Notes
2010	30 - New Construction	\$	\$	100%	No	FURNACE REPLACEMENT 100% COMPLETE NO VALUE CHANGE 1-1-2010
2005	30 - New Construction	\$	\$	100%	No	INT/EXT ALT COMP. 1-1-05 NVC

IMPROVEMENTS

Type	Description	Size	Height	Depth
100	GARAGE	100 SQUARE FEET		

SALES

Date	Buyer	Seller	Price
3/4/2022	KING, BRANDON, ET AL	1735 ELSINORE LLC	\$0
5/13/2013	1735 ELSINORE LLC	KING, NORMA	\$0
5/13/2013	KING, NORMA	King Cecil G & Norma L	\$0
4/1/1975	King Cecil G & Norma L		\$0

Taxes

2022 Taxes	Charges	Payments	Balance Due
Tax Balance Summary	\$15,989.44	\$5,538.89	\$10,330.55

Back to Results

Document Preview

Hide Panel >>

1 of 2

SUMMARY

DEED - QUIT CLAIM

Document ... 202203040627 Book/Volu... --/--/...
Number of ... 2 Instrument ...
Recorded D... 3/4/2022 4:08 PM Considerati...

Received Da...

Parties

1735 ELSINORE LLC GRANTOR
KING BRANDON ETAL GRANTEE
KING NORMAN GRANTEE
KING CECIL JR GRANTEE
KING SHELDON GRANTEE

Marginal References

Instrument Number: 201305130954 DEED - QUIT CLAIM
5/13/2013

Document Remarks

CUYAHOGA COUNTY FISCAL OFFICER
8172-11-001 *Handwritten: 202203040627*
COUNTY BALANCE, 17.24
Quit Claim Deed
SINCE: 1.000
CITY: 1.000
TOTAL: 2.000
110756467

NEW QUIT CLAIM DEED, with *first* change
3/20/21 O.A.C. - Revised May 2009

Known all Men

Handwritten: 1735 Elsinore
the Grantor(s) of *Handwritten: 1735 Elsinore*
quit, Grantor(s) to, *Handwritten: King, Brandon*
whose TAX MAILING ADDRESS is:
Handwritten: 1735 Elsinore St, East
the following described Real Property:
(Description of land or interest therein and in

Situated in the City of East Cleveland, County
and known as being subject to, 20.10 A. 2,
of Original Deed Book 104, Page 1, and
201, as shown by the recorded plat in this
Record, also a part of Original Deed Book
a parcel of land bounded and described as
1107 of Elsinore Street of the most known
Southwestern along with Northwestern 110
of intersection with the Northwestern 110
and Charles A. Gardner, husband and wife,
dated October 11, 1906 and recorded in Vol
Brevard's records Northwestern along with
of 1107 of Elsinore and R. E. Walker, about 11
land conveyed by deed to, Entry to Book
1107 and recorded in Volume 110, Page 314
situated along with Northwestern 110
along the Northwestern 110 of said plat
conveyed to the public of the County of
said subject to, 20.10 A. 2, 201, is the plat
be the same as the said, but not necessarily

Print Instrument Reference:
Doc. No. 100510100145

Property Address

OHIO

Parcel ID

672-11-101

No legals data found.



The City of East Cleveland

Rebuilding East Cleveland Together

Mayor Brandon King

CERTIFICATE OF RENTAL REGISTRATION

LICENSE NUMBER: RR22-000052

BUILDING/PROPERTY OWNER: 1735 ELSINORE LLC

BUILDING/PROPERTY ADDRESS: 1735 ELSINORE ST EAST CLEVELAND, OH 44112

NUMBER OF UNITS: 4

PERMANENT PARCEL NUMBER (PPN): 67211101

PRIMARY USE: RENTAL PROPERTY



Mayor Brandon L. King

February 01, 2023

Date

LICENSE NUMBER: RR22-000052

EXPIRES: 12/31/2023

1351.04 Certificate of Rental Registration Required

1351.04 RENTAL REGISTRATION: Certificate of rental registration required. A rental unit is defined as any part of a building being used, designed, or intended to be used as an individual's private residence. A rental unit includes a unit occupied by one or more persons regardless of whether the occupant pays rent or provides anything else of value to the titled owner in consideration for occupying the structure. A unit is not considered a rental unit if the titled owner is one of the occupants. No owner of rental units shall fail to register with the Department of Building and Housing all rental units that the owner owns. Failure to register each rental unit is a separate violation.

1501.01 FIRE PREVENTION CODE: All structures used, designed, or intended to be used as commercial, institutional and the like must have an annual Fire Prevention License. Each structure requires a separate Fire Prevention License. The cost of The Fire Prevention License is \$100.00 per building/structure/address. (Example: 5 buildings, 1 address = \$500.00; 1 building, 2 addresses = \$200.00) Any apartment structure with four units or more is required to obtain an annual Fire Prevention License. Failure to obtain a Fire Prevention License will result in fines and legal action.

Subpoenas issued May 15, 2023

- Brandon L. King, 20230 Glen Russ Lane, Euclid, OH 44117 **and** 1735 Elsinore Street East Cleveland, OH 44112
- Stephanie Marie McCarroll-King, 20230 Glen Russ Lane, Euclid, OH 44117
- Norma King, 5156 Austen Lane, Richmond Heights, OH 44143
- Norman King, 5156 Austen Lane, Richmond Heights, OH 44143
- Cecil King, 1735 Elsinore Street, East Cleveland, OH 44112
- Attorney Willa Mae Hemmons, East Cleveland City Hall, 14340 Euclid Avenue, East Cleveland, OH 44112
- Anthony Bumbalis, East Cleveland City Hall, 14340 Euclid Avenue, East Cleveland, OH 44112
- Dion Alford, 1734 Elsinore Street, East Cleveland, OH 44112



The State of Ohio, } ss.
Cuyahoga County. }

BOARD OF ELECTIONS OF CUYAHOGA COUNTY
SUBPOENA

TO: Brandon L. King
20230 Glen Russ Lane
Euclid, OH 44117

You are hereby subpoenaed by the BOARD OF ELECTIONS of CUYAHOGA COUNTY to appear at the office of the Board of Elections, 2925 Euclid Avenue, 4th floor, Cleveland, OH 44115, on the 23rd day of May 2023 at 9:30 a.m. to testify in connection with whether the voters being challenged are residents, as defined in RC 3503.02, of the address where they are registered to vote, relative to Brandon King, Stephanie Marie McCarroll-King, Norma King, Cecil King, Jr., and Norman King.

This subpoena is issued to you under the provisions of Ohio Revised Code Title 35 by the Cuyahoga County Board of Elections. If you have any questions please contact Clerk to the Board, Mary Bejjani at 216-443-6430 prior to appearing.

Issued by: Anthony Perlatti, Director of the Board of Elections of Cuyahoga County,
Cleveland, Ohio this 15th day of May 2023.

A handwritten signature in blue ink, appearing to read "Anthony Perlatti", is written over a horizontal line.

Director

Subpoena served by _____
Name of Officer



THE CUYAHOGA COUNTY SHERIFF'S DEPARTMENT

THE JUSTICE CENTER 1215 West 3rd Street, Cleveland, Ohio 44113

RETURN OF SERVICE

Case #: **SH21033220**
Service ID: **118306**

Service: **SUBPOENA**

Originating Court's Case #: **BOARD OF ELECTIONS** County / State:

Plaintiff: THE STATE OF OHIO
- VS -
Defendant: , ET AL

Received: 05/15/2023

On May 16, 2023, I SERVED the within named:

BRANDON L. KING at
20230 GLEN RUSS LANE
EUCLID, OH 44117

by POSTED a true and certified copy thereof with all the endorsements thereon.

Deputy, _____

Service Results:

05/16/2023 11:53 - POSTED Deputy(s):KEITH NEUDECKER

Sheriff Fees:

Service & Return:	\$10.00
Postage:	\$0.00
Copy:	\$0.00
Mileage:	\$28.00
Foreign Case:	\$0.00
TOTAL:	38.00



The State of Ohio, } ss.
Cuyahoga County. }

BOARD OF ELECTIONS OF CUYAHOGA COUNTY
SUBPOENA

TO: Brandon L. King
1735 Elsinore Street
East Cleveland, OH 44112

You are hereby subpoenaed by the BOARD OF ELECTIONS of CUYAHOGA COUNTY to appear at the office of the Board of Elections, 2925 Euclid Avenue, 4th floor, Cleveland, OH 44115, on the 23rd day of May 2023 at 9:30 a.m. to testify in connection with whether the voters being challenged are residents, as defined in RC 3503.02, of the address where they are registered to vote, relative to Brandon King, Stephanie Marie McCarroll-King, Norma King, Cecil King, Jr., and Norman King.

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Issued by: Anthony Perlatti, Director of the Board of Elections of Cuyahoga County,
Cleveland, Ohio this 15th day of May 2023.



Director

Subpoena served by _____
Name of Officer



THE CUYAHOGA COUNTY SHERIFF'S DEPARTMENT

THE JUSTICE CENTER 1215 West 3rd Street, Cleveland, Ohio 44113

RETURN OF SERVICE

Case #: **SH21033220**
Service ID: **118301**

Service: **SUBPOENA**

Originating Court's Case #: **BOARD OF ELECTIONS** County / State:

Plaintiff: THE STATE OF OHIO
- VS -
Defendant: , ET AL

Received:

On May 17, 2023, I SERVED the within named:

BRANDON L. KING at

1735 ELSINORE ST

EAST CLEVELAND, OH 44112

by POSTED a true and certified copy thereof with all the endorsements thereon.

Deputy, _____

Service Results:

05/17/2023 13:30 - POSTED Deputy(s): ANTHONY MCGOWAN

Sheriff Fees:

Service & Return:	\$10.00
Postage:	\$0.00
Copy:	\$0.00
Mileage:	\$20.00
Foreign Case:	\$0.00
TOTAL:	30.00



The State of Ohio, } ss.
Cuyahoga County. }

BOARD OF ELECTIONS OF CUYAHOGA COUNTY
SUBPOENA

TO: Stephanie Marie McCarroll-King
20230 Glen Russ Lane
Euclid, OH 44117

You are hereby subpoenaed by the BOARD OF ELECTIONS of CUYAHOGA COUNTY to appear at the office of the Board of Elections, 2925 Euclid Avenue, 4th floor, Cleveland, OH 44115, on the 23rd day of May 2023 at 9:30 a.m. to testify in connection with whether the voters being challenged are residents, as defined in RC 3503.02, of the address where they are registered to vote, relative to Brandon King, Stephanie Marie McCarroll-King, Norma King, Cecil King, Jr., and Norman King.

This subpoena is issued to you under the provisions of Ohio Revised Code Title 35 by the Cuyahoga County Board of Elections. If you have any questions please contact Clerk to the Board, Mary Bejjani at 216-443-6430 prior to appearing.

Issued by: Anthony Perlatti, Director of the Board of Elections of Cuyahoga County,
Cleveland, Ohio this 15th day of May 2023.


Director

Subpoena served by _____
Name of Officer



THE CUYAHOGA COUNTY SHERIFF'S DEPARTMENT

THE JUSTICE CENTER 1215 West 3rd Street, Cleveland, Ohio 44113

RETURN OF SERVICE

Case #: **SH21033220**
Service ID: **118308**

Service: **SUBPOENA**

Originating Court's Case #: **BOARD OF ELECTIONS** County / State:

Plaintiff: THE STATE OF OHIO
- VS -
Defendant: , ET AL

Received: 05/15/2023

On May 16, 2023, I SERVED the within named:

STEPHANIE MARIE MCCARROLL-KING at
20230 GLEN RUSS LANE
EUCLID, OH 44117

by POSTED a true and certified copy thereof with all the endorsements thereon.

Deputy, _____

Service Results:

05/16/2023 11:53 - POSTED Deputy(s):KEITH NEUDECKER

Sheriff Fees:

Service & Return:	\$10.00
Postage:	\$0.00
Copy:	\$0.00
Mileage:	\$28.00
Foreign Case:	\$0.00
TOTAL:	38.00



The State of Ohio, } ss.
Cuyahoga County. }

BOARD OF ELECTIONS OF CUYAHOGA COUNTY
SUBPOENA

TO: Norma King
5156 Austen Lane
Richmond Hts., OH 44143

You are hereby subpoenaed by the BOARD OF ELECTIONS of CUYAHOGA COUNTY to appear at the office of the Board of Elections, 2925 Euclid Avenue, 4th floor, Cleveland, OH 44115, on the 23rd day of May 2023 at 9:30 a.m. to testify in connection with whether the voters being challenged are residents, as defined in RC 3503.02, of the address where they are registered to vote, relative to Brandon King, Stephanie Marie McCarroll-King, Norma King, Cecil King, Jr., and Norman King.

This subpoena is issued to you under the provisions of Ohio Revised Code Title 35 by the Cuyahoga County Board of Elections. If you have any questions please contact Clerk to the Board, Mary Bejjani at 216-443-6430 prior to appearing.

Issued by: Anthony Perlatti, Director of the Board of Elections of Cuyahoga County,
Cleveland, Ohio this 15th day of May 2023.

Director

Subpoena served by _____
Name of Officer



THE CUYAHOGA COUNTY SHERIFF'S DEPARTMENT

THE JUSTICE CENTER 1215 West 3rd Street, Cleveland, Ohio 44113

RETURN OF SERVICE

Case #: **SH21033220**
Service ID: **118303**

Service: **SUBPOENA**

Originating Court's Case #: **BOARD OF ELECTIONS** County / State:

Plaintiff: THE STATE OF OHIO
- VS -
Defendant: , ET AL

Received: 05/15/2023

On May 16, 2023, I SERVED the within named:

NORMA KING at

5156 AUSTEN LANE

RICHMOND HEIGHTS, OH 44143

by RESIDENTIAL a true and certified copy thereof with all the endorsements thereon.

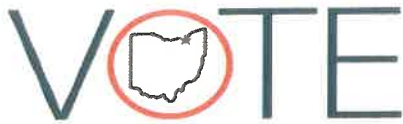
Deputy, _____

Service Results:

05/16/2023 11:12 - RESIDENTIAL Deputy(s):KEITH NEUDECKER

Sheriff Fees:

Service & Return:	\$10.00
Postage:	\$0.00
Copy:	\$0.00
Mileage:	\$32.00
Foreign Case:	\$0.00
TOTAL:	42.00



CUYAHOGA COUNTY
BOARD OF ELECTIONS

The State of Ohio, } ss.
Cuyahoga County. }

BOARD OF ELECTIONS OF CUYAHOGA COUNTY
SUBPOENA

TO: Norman King
5156 Austen Lane
Richmond Hts., OH 44143

You are hereby subpoenaed by the BOARD OF ELECTIONS of CUYAHOGA COUNTY to appear at the office of the Board of Elections, 2925 Euclid Avenue, 4th floor, Cleveland, OH 44115, on the 23rd day of May 2023 at 9:30 a.m. to testify in connection with whether the voters being challenged are residents, as defined in RC 3503.02, of the address where they are registered to vote, relative to Brandon King, Stephanie Marie McCarroll-King, Norma King, Cecil King, Jr., and Norman King.

This subpoena is issued to you under the provisions of Ohio Revised Code Title 35 by the Cuyahoga County Board of Elections. If you have any questions please contact Clerk to the Board, Mary Bejjani at 216-443-6430 prior to appearing.

Issued by: Anthony Perlatti, Director of the Board of Elections of Cuyahoga County,
Cleveland, Ohio this 15th day of May 2023.

Director

Subpoena served by _____
Name of Officer



THE CUYAHOGA COUNTY SHERIFF'S DEPARTMENT

THE JUSTICE CENTER 1215 West 3rd Street, Cleveland, Ohio 44113

RETURN OF SERVICE

Case #: **SH21033220**
Service ID: **118305**

Service: **SUBPOENA**

Originating Court's Case #: **BOARD OF ELECTIONS** County / State:

Plaintiff: THE STATE OF OHIO
- VS -
Defendant: , ET AL

Received: 05/15/2023

On May 16, 2023, I DID NOT SERVE the within named:

NORMAN KING at
5156 AUSTEN LANE
RICHMOND HEIGHTS, OH 44143

Deputy, _____

Service Results:

05/16/2023 11:12 - CONTACT MADE Deputy(s):KEITH NEUDECKER
COMMENTS: SUBJECT DOES NOT LIVE AT THIS ADDRESS

Sheriff Fees:

Service & Return:	\$10.00
Postage:	\$0.00
Copy:	\$0.00
Mileage:	\$32.00
Foreign Case:	\$0.00
TOTAL:	42.00



The State of Ohio, } ss.
Cuyahoga County. }

BOARD OF ELECTIONS OF CUYAHOGA COUNTY
SUBPOENA

TO: Cecil King, Jr.
1735 Elsinore Street
East Cleveland, OH 44112

You are hereby subpoenaed by the BOARD OF ELECTIONS of CUYAHOGA COUNTY to appear at the office of the Board of Elections, 2925 Euclid Avenue, 4th floor, Cleveland, OH 44115, on the 23rd day of May 2023 at 9:30 a.m. to testify in connection with whether the voters being challenged are residents, as defined in RC 3503.02, of the address where they are registered to vote, relative to Brandon King, Stephanie Marie McCarroll-King, Norma King, Cecil King, Jr., and Norman King.

This subpoena is issued to you under the provisions of Ohio Revised Code Title 35 by the Cuyahoga County Board of Elections. If you have any questions please contact Clerk to the Board, Mary Bejjani at 216-443-6430 prior to appearing.

Issued by: Anthony Perlatti, Director of the Board of Elections of Cuyahoga County,
Cleveland, Ohio this 15th day of May 2023.

A handwritten signature in blue ink, appearing to read "Anthony Perlatti", is written over a horizontal line.

Director

Subpoena served by _____
Name of Officer



THE CUYAHOGA COUNTY SHERIFF'S DEPARTMENT

THE JUSTICE CENTER 1215 West 3rd Street, Cleveland, Ohio 44113

RETURN OF SERVICE

Case #: **SH21033220**
Service ID: **118302**

Service: **SUBPOENA**

Originating Court's Case #: **BOARD OF ELECTIONS** County / State:

Plaintiff: THE STATE OF OHIO
- VS -
Defendant: , ET AL

Received: 05/15/2023

On May 17, 2023, I SERVED the within named:

CECIL KING, JR at
1735 ELSINORE STREET
CLEVELAND, OH 44112

by POSTED a true and certified copy thereof with all the endorsements thereon.

Deputy, _____

Service Results:

05/17/2023 13:30 - POSTED Deputy(s):ANTHONY MCGOWAN

Sheriff Fees:

Service & Return:	<u>\$10.00</u>
Postage:	<u>\$0.00</u>
Copy:	<u>\$0.00</u>
Mileage:	<u>\$20.00</u>
Foreign Case:	<u>\$0.00</u>
TOTAL:	<u>30.00</u>



The State of Ohio,} ss.
Cuyahoga County. }

BOARD OF ELECTIONS OF CUYAHOGA COUNTY
SUBPOENA

TO: Attorney Willa Mae Hemmons
East Cleveland City Hall
14340 Euclid Ave.
East Cleveland, OH 44112

You are hereby subpoenaed by the BOARD OF ELECTIONS of CUYAHOGA COUNTY to appear at the office of the Board of Elections, 2925 Euclid Avenue, 4th floor, Cleveland, OH 44115, on the 23rd day of May 2023 at 9:30 a.m. to testify in connection with whether the voters being challenged are residents, as defined in RC 3503.02, of the address where they are registered to vote, relative to Brandon King, Stephanie Marie McCarroll-King, Norma King, Cecil King, Jr., and Norman King.

This subpoena is issued to you under the provisions of Ohio Revised Code Title 35 by the Cuyahoga County Board of Elections. If you have any questions please contact Clerk to the Board, Mary Bejjani at 216-443-6430 prior to appearing.

Issued by: Anthony Perlatti, Director of the Board of Elections of Cuyahoga County,
Cleveland, Ohio this 15th day of May 2023.

Director

Subpoena served by _____
Name of Officer



THE CUYAHOGA COUNTY SHERIFF'S DEPARTMENT

THE JUSTICE CENTER 1215 West 3rd Street, Cleveland, Ohio 44113

RETURN OF SERVICE

Case #: **SH21033220**
Service ID: **118309**

Service: **SUBPOENA**

Originating Court's Case #: **BOARD OF ELECTIONS** County / State:

Plaintiff: THE STATE OF OHIO
- VS -
Defendant: , ET AL

Received: 05/15/2023

On May 16, 2023, I SERVED the within named:

ATTORNEY WILLA MAE HEMMONS at
14340 EUCLID AVE
EAST CLEVELAND CITY HALL
EAST CLEVELAND, OH 44112

by RESIDENTIAL a true and certified copy thereof with all the endorsements thereon.

Deputy, _____

Service Results:

05/16/2023 13:11 - RESIDENTIAL Deputy(s):KEITH NEUDECKER
COMMENTS: LEFT WITH LEGAL MAXINE

Sheriff Fees:

Service & Return:	\$10.00
Postage:	\$0.00
Copy:	\$0.00
Mileage:	\$20.00
Foreign Case:	\$0.00
TOTAL:	30.00



The State of Ohio, } ss.
Cuyahoga County. }

BOARD OF ELECTIONS OF CUYAHOGA COUNTY
SUBPOENA

TO: Anthony Bombalis
East Cleveland City Hall
14340 Euclid Ave.
East Cleveland, OH 44112

You are hereby subpoenaed by the BOARD OF ELECTIONS of CUYAHOGA COUNTY to appear at the office of the Board of Elections, 2925 Euclid Avenue, 4th floor, Cleveland, OH 44115, on the 23rd day of May 2023 at 9:30 a.m. to testify in connection with whether the voters being challenged are residents, as defined in RC 3503.02, of the address where they are registered to vote, relative to Brandon King, Stephanie Marie McCarroll-King, Norma King, Cecil King, Jr., and Norman King.

This subpoena is issued to you under the provisions of Ohio Revised Code Title 35 by the Cuyahoga County Board of Elections. If you have any questions please contact Clerk to the Board, Mary Bejjani at 216-443-6430 prior to appearing.

Issued by: Anthony Perlatti, Director of the Board of Elections of Cuyahoga County,
Cleveland, Ohio this 15th day of May 2023.



Director

Subpoena served by _____
Name of Officer



THE CUYAHOGA COUNTY SHERIFF'S DEPARTMENT

THE JUSTICE CENTER 1215 West 3rd Street, Cleveland, Ohio 44113

RETURN OF SERVICE

Case #: **SH21033220**
Service ID: **118311**

Service: **SUBPOENA**

Originating Court's Case #: **BOARD OF ELECTIONS** County / State:

Plaintiff: THE STATE OF OHIO
- VS -
Defendant: , ET AL

Received: 05/15/2023

On May 16, 2023, I SERVED the within named:

ANTHONY BOMBALIS at
14340 EUCLID AVE
EAST CLEVELAND CITY HALL
EAST CLEVELAND, OH 44112

by RESIDENTIAL a true and certified copy thereof with all the endorsements thereon.

Deputy, _____

Service Results:

05/16/2023 13:11 - RESIDENTIAL Deputy(s):KEITH NEUDECKER
COMMENTS: LEFT WITH LEGAL MAXINE

Sheriff Fees:

Service & Return:	\$10.00
Postage:	\$0.00
Copy:	\$0.00
Mileage:	\$20.00
Foreign Case:	\$0.00
TOTAL:	30.00



The State of Ohio, } ss.
Cuyahoga County. }

BOARD OF ELECTIONS OF CUYAHOGA COUNTY
SUBPOENA

TO: Dion Alford
1734 Elsinore Street
East Cleveland, OH 44112

You are hereby subpoenaed by the BOARD OF ELECTIONS of CUYAHOGA COUNTY to appear at the office of the Board of Elections, 2925 Euclid Avenue, 4th floor, Cleveland, OH 44115, on the 23rd day of May 2023 at 9:30 a.m. to testify in connection with whether the voters being challenged are residents, as defined in RC 3503.02, of the address where they are registered to vote, relative to Brandon King, Stephanie Marie McCarroll-King, Norma King, Cecil King, Jr., and Norman King.

This subpoena is issued to you under the provisions of Ohio Revised Code Title 35 by the Cuyahoga County Board of Elections. If you have any questions please contact Clerk to the Board, Mary Bejjani at 216-443-6430 prior to appearing.

Issued by: Anthony Perlatti, Director of the Board of Elections of Cuyahoga County,
Cleveland, Ohio this 15th day of May 2023.



Director

Subpoena served by _____
Name of Officer



THE CUYAHOGA COUNTY SHERIFF'S DEPARTMENT

THE JUSTICE CENTER 1215 West 3rd Street, Cleveland, Ohio 44113

RETURN OF SERVICE

Case #: **SH21033220**
Service ID: **118298**

Service: **SUBPOENA**

Originating Court's Case #: **BOARD OF ELECTIONS** County / State:

Plaintiff: THE STATE OF OHIO
- VS -
Defendant: , ET AL

Received: 05/15/2023

On May 16, 2023, I SERVED the within named:

DION ALFORD at
1734 ELSINOR STREET
CLEVELAND, OH 44112

by POSTED a true and certified copy thereof with all the endorsements thereon.

Deputy, _____

Service Results:

05/16/2023 13:18 - POSTED Deputy(s):KEITH NEUDECKER

Sheriff Fees:

Service & Return:	<u>\$10.00</u>
Postage:	<u>\$0.00</u>
Copy:	<u>\$0.00</u>
Mileage:	<u>\$20.00</u>
Foreign Case:	<u>\$0.00</u>
TOTAL:	<u>30.00</u>

NOTICE OF APPEARANCE on behalf of Eric Brewer

Filed by Kenneth D. Myers

Received on May 19, 2023 @ 3:28 PM

CUYAHOGA COUNTY BOARD OF ELECTIONS

In the Matter of: _____)

Challenge to King Family

Voter Residency

) NOTICE OF APPEARANCE

Please take note that the undersigned is entering an appearance on behalf of Eric Brewer.

I intend on appearing and representing Mr. Brewer at the May 23, 2023 hearing before the Board of Elections and any other matters involving Mr. Brewer's challenge of the residency of all challenged members of the King family.

Please send me copies of any communications regarding this matter. Thank you.

Respectfully submitted,

/s/Kenneth D. Myers
KENNETH D. MYERS [0053655]
6100 Oak Tree Blvd., Suite 200
Cleveland, OH 44131
(216) 241-3900
(440) 498-8239 Fax
Kdmy@aol.com

Counsel for Eric Brewer

CERTIFICATE OF SERVICE

The foregoing has been sent, via e-mail only, to the following: Mary L. Bejjani, Clerk to the Board [mbejjani@cuyahogacounty.gov], Mark Musson, Esq., Assistant Cuyahoga County Prosecutor [mmusson@prosecutor.cuyahogacounty.us], Sheldon Starke, Esq. [starkelaw@aol.com], Charles Tyler, Sr., Esq. [charles.tyler@tylerlawoffice.com], James Alexander, Esq. [jamesalexanderattorney@yahoo.com], on this 19th day of May, 2023.

/s/Kenneth D. Myers
KENNETH D. MYERS

Counsel for Eric Brewer

Agenda Item

#13



Resignation from Elected Office

1. Don DeRoia, North Randall Village Council, Member of Council¹

Appointment to Elected Office

1. Jesse Ruffin III, North Randall Village Council, Member of Council

¹ Term ends 12/31/2025. Per ORC 731.43, the appointee fills the remainder of the term; no special election is required.

Certification to Fill Vacancy in Elected Office

05/08/2023

(MM/DD/YYYY)

NORTH RANDALL

Ohio

(City/Village/Township)

To the Board of Elections of Cuyahoga County

The undersigned respectfully certifies that a vacancy in the office of COUNCILPERSON, in the
VILLAGE OF NORTH RANDALL has occurred on 04/30/2023
(City/Village/Township/School) (MM/DD/YYYY)

due to the RESIGNATION of DON DeROIA
(Death, Resignation, Etc.) (Print name of office holder)

The COUNCIL has appointed JESSE RUFFFIN III, to fill the vacancy
(Council/Mayor/School Board etc.) (Print name of appointee)

under the authority of ORC 731.43
(cite the ORC/Charter/Ordinance sections granting the appointing authority)

who is a qualified elector residing at 4641 DERBYSHIRE DR., NORTH RANDALL, 44128
(State full street address, city, and zip code)
216-355-3663 jesseruffin7@gmail.com
(State phone number and email)

to hold the office and to perform the duties thereof until a successor is elected and qualified as provided by law.

Through my signature below, represent and warrant that I have full and complete authority to issue this certification and that the Cuyahoga County Board of Elections may rely upon the information disclosed herein. I further declare that the foregoing covenants of authority and the described appointment are valid, true and accurate based on my own personal knowledge.

Andrew D. Morris

FISCAL OFFICER

5/8/2023

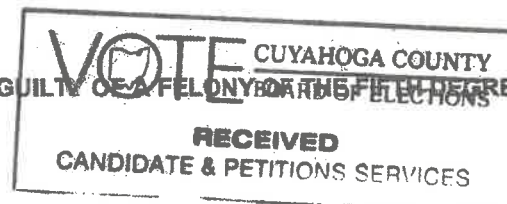
**Signed by appointing authority or
authorized representative (i.e., Clerk of Council,
School Treasurer, Mayor, etc.)

(Title)

(Date)

- Provide the Board of Elections with the Appointees executed Oath of Office
- If the appointment requires action at a public meeting, list the meeting date 05/08/2023 and provide a copy of the agenda or meeting minutes.
- Attach a copy of the ORC / Charter / Ordinance sections listed above.

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE.



Mayor and Council due to a series of health issues that I have been dealing with over these past two years I regret that I must submit my resignation as a member of Village Council effective April 30, 2023..

It has been a privilege to serve on Council and to serve the Village residents who have elected me.


4/10/23

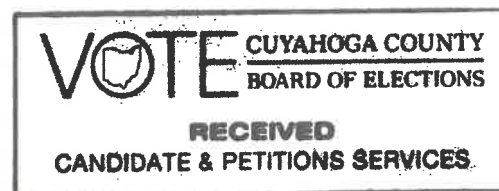
Date



Donald DeRoia

I, Andrea Morris Clerk of Council of the
Village of North Randall, Ohio, Cuyahoga County, hereby
certify that this is a true and correct copy of Donald DeRoia Resignation
duly adopted by the Council of said Village on

May 8, 2023

Clerk of Council



'23 MAY 12 AM 8:58

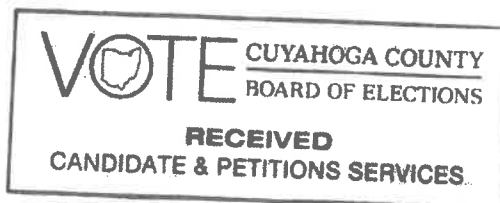
Section 731.43 | Vacancy in village legislative authority.

Ohio Revised Code / Title 7 Municipal Corporations / Chapter 731 Organization

Effective: March 17, 1998 Latest Legislation: House Bill 445 - 122nd General Assembly

(A)(1) Except as otherwise provided in division (A)(2) of this section, when the office of a member of the legislative authority of a village becomes vacant, the vacancy shall be filled by election by the legislative authority for the unexpired term. If the legislative authority fails within thirty days to fill such vacancy, the mayor shall fill it by appointment except that, subject to division (A)(2) of this section, when the vacancy occurs because of the operation of section 733.25 of the Revised Code, the successor shall hold office only for the period the president pro tempore of the legislative authority holds the office of mayor.

(2) When a vacancy occurs in the office of a member of the legislative authority of a village with a population of less than two thousand because of the operation of section 733.25 of the Revised Code, at the time the president pro tempore becomes mayor the president pro tempore shall decide whether the president pro tempore wishes to serve the remainder of the president pro tempore's unexpired term as a member of the legislative authority of the village when the mayor's successor is elected and qualified in accordance with that section. If the president pro tempore decides to serve the remainder of the president pro tempore's unexpired term as a member of the legislative authority, the vacancy on the legislative authority shall not be filled and the president pro tempore shall resume serving the president pro tempore's unexpired term on the legislative authority as soon as the mayor's successor is elected and qualified. If the president pro tempore decides not to resume serving the remainder of the president pro tempore's unexpired term as a member of the legislative authority as soon as the mayor's successor is elected and qualified, then the vacancy in the office of member of the legislative authority shall be filled in accordance with this section.



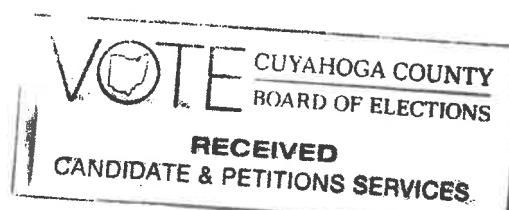
'23 MAY 12 AM8:58

(B) Except as otherwise provided in this division, when the office of a member of the legislative authority of a city becomes vacant either because a member ceases to hold the office before the end of the member's term or because a member-elect fails to take office, the vacancy shall be filled for the remainder of the unexpired term by a person chosen by the residents of that city who are members of the county central committee of the political party by which the last occupant of that office or the member-elect was nominated. If the vacancy occurs in the office of a ward representative in a city where the political party which nominated the last occupant of that office is organized into a city controlling committee with more than one member from the ward where the vacancy exists, the members of the city controlling committee representing that ward shall choose the person to fill the vacancy.

(C) Not less than five nor more than forty-five days after a vacancy occurs, the specified members of the city or county committee shall meet to make an appointment to fill the vacancy. At least four days before the date of such meeting the chairperson or secretary of the city or county committee shall notify each committee member eligible to vote on filling the vacancy by first class mail of the date, time, and place of the meeting and its purpose. A majority of all eligible committee members constitutes a quorum, and a majority of the quorum is required to make the appointment. If election to the office so vacated took place at a nonpartisan election, or if the office was occupied by, or was to be occupied by a person not nominated at a primary election, or if the appointment was not made by the committee members in accordance with this section, the vacancy shall be filled in the same manner as a vacancy in the legislative authority of a village, as provided in this section.

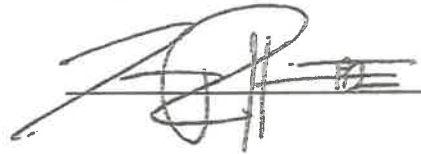
Available Versions of this Section

March 17, 1998 – House Bill 445 - 122nd General Assembly



OATH Of OFFICE

I, Jesse James Ruffin III do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Ohio, and the Codified Ordinances of the Village of North Randall, and faithfully discharge the duties of Council Person of the Village of North Randall, so help me God.



STATE OF OHIO)
) S.S.
COUNTY OF CUYAHOGA)

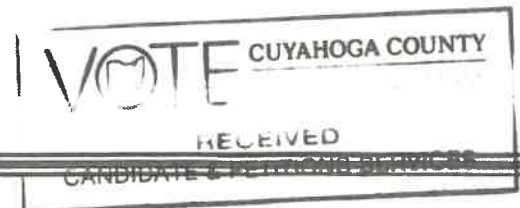
BEFORE me, Mayor of the Village of North Randall, State of Ohio personally appeared the said Jesse James Ruffin III and did solemnly swear to support the Constitution of the United States, the Constitution of the State of Ohio, and the Codified Ordinances of the Village of North Randall, and faithfully discharge the duties of Council Person of the Village of North Randall, this 8th day of May, 2023.

I, Andrea Morris Clerk of Council of the Village of North Randall, Ohio, Cuyahoga County, hereby certify that this is a true and correct copy of Jesse James Ruffin III duly adopted by the Council of said Village on Oath of Office

May 8, 2023
Andrea Morris
Clerk of Council



Mayor David Smith
Village of North Randall
State of Ohio



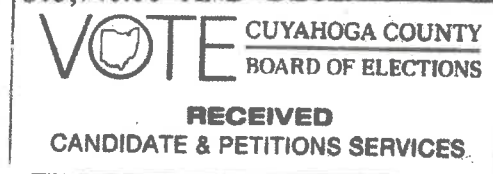
23 MAY 12 AM 6:30

AGENDA
VILLAGE OF NORTH RANDALL REGULAR COUNCIL MEETING
May 8, 2023
7:00 P.M.

Call to Order
Pledge of Allegiance
Roll Call

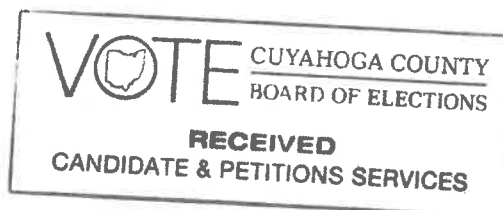
New Business:

1. Motion to Accept the Resignation of Council Person Don DeRoia.
2. Motion to Appoint Jesse James Ruffin III to fill the Unexpired Term of Council Person Don DeRoia.
3. **Swearing In of Council Person Jesse James Ruffin III.**
4. Report from Police Chief.
5. Report from Fire Chief.
6. Report from Building Commissioner.
7. Report from Service Director.
8. Report from Mayor.
9. Mayor's Court Report.
10. RESOLUTION 2023-26 First Reading
A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM THE CUYAHOGA COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT FOR THE VILLAGE HOME IMPROVEMENT PROGRAM IN THE AMOUNT OF \$150,000.00 AND DECLARING AN EMERGENCY.
11. ORDINANCE 2023-27 First Reading
AN ORDINANCE APPROVING AND GRANTING CONSENT TO THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION AUTHORITY TO, APPLY, MAINTAIN AND REPAIR STANDARD LONGITUDINAL PAVEMENT MARKINGS AND ERECT REGULATORY AND WARNING SIGNS ON STATE HIGHWAYS INSIDE VILLAGE CORPORATE LIMITS, AND GIVING CONSENT OF THE VILLAGE FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO REMOVE SNOW AND ICE AND USE SNOW AND ICE CONTROL MATERIAL ON STATE HIGHWAYS INSIDE THE VILLAGE CORPORATE LIMITS, AND GIVING CONSENT OF THE VILLAGE FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO PERFORM MAINTENANCE AND/OR REPAIR ON STATE HIGHWAYS INSIDE THE VILLAGE CORPORATION AND DECLARING AN EMERGENCY.
12. ORDINANCE 2023-28 First Reading
AN ORDINANCE AUTHORIZING THE PURCHASE FROM EASTERN ENGINEERING OF A PRINTER FOR THE BUILDING DEPARTMENT AT A COST NOT TO EXCEED \$13,740.00 AND DECLARING AN EMERGENCY.



23 MAY 12 AM 8:58

13. ORDINANCE 2023-29 First Reading
AN ORDINANCE AUTHORIZING THE PURCHASE OF A 2023 FORD F-150 TRUCK FROM VALLEY TRUCK CENTERS IN ACCORDANCE WITH THE PROVISIONS OF OHIO REVISED CODE SECTION 125.04(C) AND DECLARING AN EMERGENCY.
14. ORDINANCE 2023-30 First Reading
AN ORDINANCE AUTHORIZING THE PURCHASE OF A 2023 FORD F-250 TRUCK FROM VALLEY TRUCK CENTERS IN ACCORDANCE WITH THE PROVISIONS OF OHIO REVISED CODE SECTION 125.04(C) AND DECLARING AN EMERGENCY.
15. ORDINANCE 2023-31 First Reading
AN ORDINANCE AUTHORIZING THE PURCHASE FROM MNJ TECHNOLOGIES OF DESK TOP COMPUTERS, SOFTWARE AND HARDWARE FOR THE NEW VILLAGE HALL COMPLEX AT A COST NOT TO EXCEED FIFTY-FIVE THOUSAND NINE HUNDRED AND FORTY DOLLARS (\$55,940.00) IN ACCORDANCE WITH THE PROVISIONS OF OHIO REVISED CODE SECTION 125.04(C) AND DECLARING AN EMERGENCY.
16. ORDINANCE 2023-32 First Reading
AN ORDINANCE AUTHORIZING THE PURCHASE FROM MNJ TECHNOLOGIES OF NETWORK HARDWARE FOR THE NEW VILLAGE HALL COMPLEX AT A COST NOT TO EXCEED ONE HUNDRED FIFTY-EIGHT THOUSAND THREE HUNDRED AND SIXTY DOLLARS (\$158,360.00) IN ACCORDANCE WITH THE PROVISIONS OF OHIO REVISED CODE SECTION 125.04(C) AND DECLARING AN EMERGENCY.
17. ORDINANCE 2023-33 First Reading
AN ORDINANCE AUTHORIZING THE PURCHASE FROM INTEGRATED PRECISION SYSTEMS (IPS) DOOR SECURITY HARDWARE AND SOFTWARE FOR THE NEW VILLAGE HALL COMPLEX AT A COST NOT TO EXCEED NINETY-EIGHT THOUSAND SEVEN HUNDRED AND SEVENTY-SIX DOLLARS AND EIGHTY-EIGHT CENTS (\$98,776.88) IN ACCORDANCE WITH THE PROVISIONS OF OHIO REVISED CODE SECTION 125.04(C) AND DECLARING AN EMERGENCY.
18. ORDINANCE 2023-34 First Reading
AN ORDINANCE AUTHORIZING THE PURCHASE OF A BOBCAT L28 SMALL ARTICULATED LOADER FROM CLARK EQUIPMENT CO dba BOBCAT COMPANY IN ACCORDANCE WITH THE PROVISIONS OF OHIO REVISED CODE SECTION 125.04(C) AND DECLARING AN EMERGENCY.
19. ORDINANCE 2023-35 First Reading
AN ORDINANCE AUTHORIZING PARTICIPATION IN A MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH OMNIA PARTNERS AND DECLARING AN EMERGENCY.



20. ORDINANCE 2023-36 First Reading **

AN ORDINANCE AUTHORIZING THE PURCHASE FROM LOGICALIS OF SOUND SYSTEM HARDWARE FOR THE NEW VILLAGE HALL COMPLEX AND CIVIC CENTER AT A COST NOT TO EXCEED FIFTY-THREE THOUSAND ONE HUNDRED AND NINETY-EIGHT DOLLARS AND THIRTY-THREE CENTS (\$53,198.33) IN ACCORDANCE WITH THE PROVISIONS OF THE OMNIA INTERGOVERNMENTAL PURCHASING CONSORTIUM AND DECLARING AN EMERGENCY.

21. ORDINANCE 2023-37 First Reading **

AN ORDINANCE AUTHORIZING LOGICALIS TO PROVIDE LABOR FOR THE INSTALLATION OF THE OF SOUND SYSTEM HARDWARE AT THE NEW VILLAGE HALL COMPLEX AND CIVIC CENTER AT A COST NOT TO EXCEED THIRTY-NINE THOUSAND THREE HUNDRED AND SIXTY-THREE DOLLARS AND SEVENTY-EIGHT CENTS (\$39,363.78)) IN ACCORDANCE WITH THE PROVISIONS OF THE OMNIA INTERGOVERNMENTAL PURCHASING CONSORTIUM AND DECLARING AN EMERGENCY.

22. ORDINANCE 2023-38 First Reading

AN ORDINANCE AUTHORIZING THE PURCHASE FROM LOGICALIS OF HARDWARE, SOFTWARE AND HARWARE AND SOFTWARE MAINTENANCE FOR THE NEW VILLAGE HALL COMPLEX AT A COST NOT TO EXCEED ONE HUNDRED AND SIXTY-THREE THOUSAND EIGHT HUNDRED AND FIFTY-EIGHT DOLLARS AND SEVENTY-EIGHT CENTS (\$163,858.78) IN ACCORDANCE WITH THE PROVISIONS OF OHIO REVISED CODE SECTION 125.04(C) AND DECLARING AN EMERGENCY.

23. Motion to Move Ordinance 2023-16 Off of the Table.

24. ORDINANCE 2023-16 Second Reading

AN ORDINANCE AMENDING SECTION 1.6(A) OF CHAPTER 1474 SPECIAL PURPOSE FLOOD DAMAGE REDUCTION AND DECLARING AND EMERGENCY.

Adjournment.

Comments from the Public:

Please remember that after Council has concluded its regular business, residents and members of the public have the opportunity to raise their hand and be recognized by the chair. (Limit comments to no more than 5 minutes).

To avoid repetition or overrunning the time limit, persons with one same viewpoint are encouraged to appoint a spokesperson.

Agenda Item

#14



**Certification of Independent Candidates to the
November 7, 2023 General Election**

Office:	Name:	Last Name:
Parma Council Ward 08	Nick	Reyes
Parma Council Ward 08	Debbie	Tabasso
Parma Council Ward 09	Robert	Eurle
Berea Municipal Court Clerk FTC 1/1/24	Michael D.	Gammella
Berea Municipal Court Clerk FTC 1/1/24	Johanna	Hamrick
Rocky River Municipal Court Judge FTC 1/1/24	Karen Kelly	Kraus

Note: only includes candidates from partisan cities and districts whose deadline to file was 5-1-2023.

Agenda Item

#15



CUYAHOGA COUNTY BOARD OF ELECTIONS

Agenda Item Request

Requested By: Becky Brake

Department: Election Officials

Requested Action: ☒ Approval
☐ Authorization
☐ Other _____

Type of Request ☐ RFP/contract
☐ Travel/Training
☐ Personnel
☐ Provisional Rejections
☐ Absentee Rejection

☐ Certification
☐ Protest
☐ Other _____

Requested for the 05/23/2023 Board Meeting Agenda.
Date

Specific description of request:

Approval to appoint not less than two Precinct Election Officials for each precinct pursuant to ORC 3501.22 for the

August 8, 2023 Special Election.

Estimated Expense: _____

Budgeted Item: Yes ☐ No ☐

Requestor Signature: _____

Date: _____

Manager Signature: Becky Brake

Date: 5/17/23

Fiscal Officer Signature: _____

Date: _____

Deputy Director: Anthony Kelly

Date: 5/18/23

Director Approved: Yes ☒ No ☐

Director's Signature: [Signature]

Date: 5.18.23

Please enclose all associated documentation along with this request form to the Clerk of Board.

Forward to the Clerk of the Board: Date: _____

Received by the Clerk of the Board: Date: 5/17/2023

Agenda Item

#16



CUYAHOGA COUNTY BOARD OF ELECTIONS

Agenda Item Request

Requested By: Victor Rush Department: Election Support

Requested Action: ☒ Approval
☐ Authorization
☐ Other _____

Type of Request

☐ RFP/contract
☐ Travel/Training
☐ Personnel

☐ Certification
☐ Protest
☐ Other _____

☐ Provisional Rejections
☐ Absentee Rejection

Specific description of request:

Allocation of voting booths for the August 8, 2023, Special Election. Allocation quantities are based on 1 voting booth for every 175 registered voters per polling location. A total of 5072 voting booths will be allocated + 782 ClearCast Go scanners + 287 ADA ClearAccess voting units and 980 Electronic Poll books.

Estimated Expense: _____

Budgeted Item: Yes _____ No _____

Requestor Signature: Victor Rush

Date: 5-17-2023

Manager Signature: Victor Rush

Date: 5-17-2023

Deputy Director: Anthony Kasper

Date: 5.18.23

Director Approved: Yes ☒ No _____

Director's Signature: [Signature]

Date: 5.18.23

Please enclose all associated documentation along with this request form to the Clerk of Board.

Forward to the Clerk of the Board: Date: _____

Received by the Clerk of the Board: Date: 5/18/2023

Agenda Item

#17

CONTRACT
By and between the
CUYAHOGA COUNTY BOARD OF ELECTIONS
and
BERMAN MOVING AND STORAGE, INC.

THIS CONTRACT (the "Contract") is made and entered into as of May 23, 2023, by and between the Cuyahoga County Board of Elections ("BOARD"), a body politic and a political subdivision of the State of Ohio organized and existing under Title 35 of the Ohio Revised Code (ORC), at 2925 Euclid Avenue, Cleveland, Ohio 44115, and Berman Moving and Storage, Inc., ("CONTRACTOR") having principal place of business at 23800 Corbin Drive in Cleveland, Ohio 44128. The BOARD and CONTRACTOR may hereafter be referred to singularly as a "Party", or jointly as "Parties".

WHEREAS, the BOARD has issued a request for bid ("RFB"), attached and incorporated as Exhibit A in accordance with Ohio Revised Code 3501.301 for the delivery and return of voting equipment for all elections occurring from June 1, 2023 through May 31, 2025; and

WHEREAS, the CONTRACTOR has submitted an official bid (the "Bid"), attached and incorporated as Exhibit B, for such RFB; and

WHEREAS, the BOARD has determined, by majority affirmative vote, that CONTRACTOR submitted the "lowest and best bid" per Ohio Revised Code Section 3501.301.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR and the BOARD agree as follows:

I. Term; Amount

- A. Initial Term: The initial term of this Contract shall commence **June 1, 2023 through May 31, 2025**, unless earlier terminated or canceled (the "Initial Term"). Payments made by the BOARD to CONTRACTOR during this Initial Term shall not exceed two-hundred nine thousand, one-hundred twenty-two dollars and fifty-four cents (**\$209,122.54**).
- B. Renewal Options. The contract may be renewed after the ending date of the contract solely at the discretion of the BOARD for a period of six months. Any further renewals will be by mutual agreement between the BOARD and the CONTRACTOR for any number of times and for an appropriate period of time. The cumulative time of all mutual renewals may not exceed 24 months beyond the conclusion of the BOARD's sole six month renewal option term.

II. Scope of Services

- A. Generally. By executing this Contract, the BOARD accepts and the CONTRACTOR agrees to be bound by the CONTRACTOR's Bid, incorporated herein as Exhibit B, and the BOARD's RFB, incorporated herein as Exhibit A with "CONTRACTOR" substituted for "Vendor" or "selected vendor," "BOARD" substituted for "CCBOE" and the subject to any deviations that may be contained in this Contract, which shall control over any conflicting provision in the RFB. Subject to the preceding sentence, Exhibit A and Exhibit B are incorporated as if fully rewritten herein whether or not physically attached to this Contract. In the event of any conflict between provisions contained in the Exhibit A and the Exhibit B, the Exhibit A shall control. The CONTRACTOR shall perform the services described in the RFB, including but not limited to those set forth in SECTION I: SCOPE OF SERVICES.

- B. Specific Services. The CONTRACTOR shall perform the BOARD's requirements for the storage, delivery, pickup and return of the BOARD's equipment described in the RFB. The quantity of services described in the RFB are merely estimates, and the CONTRACTOR shall perform the BOARD's actual requirements whether greater or less than those estimated quantities in the RFB. Title and ownership of the equipment stored, delivered, picked up and returned remain with the BOARD at all times. The CONTRACTOR agrees not to place any other marking or label on any of the equipment nor take any other action indicating ownership thereof or otherwise inconsistent with this Contract.
- C. Contract Termination: If CONTRACTOR fails to perform any of its obligations under the Contract, it will be in default and the BOARD may terminate the Contract in accordance with this section. The termination will be effective on the date delineated by the BOARD.
1. Termination for Default: If Vendor's default is unable to be cured in a reasonable time based on the circumstances at the time of Vendor's default, the Board may terminate the Contract by written notice to the CONTRACTOR.
 2. Termination for Unremedied Default: If CONTRACTOR's default may be cured within a reasonable time based on the circumstances at the time of CONTRACTOR's default, the Board will provide written notice to CONTRACTOR specifying the default and the time within which CONTRACTOR must correct the default. If CONTRACTOR fails to cure the specified default within the time required, the Board may terminate the Contract. If the Board does not give timely notice of default to CONTRACTOR, the Board has not waived any of its rights or remedies concerning the default.
 3. Termination for Persistent Default: The Board may terminate this Contract by written notice to CONTRACTOR for defaults that are cured but are persistent. "Persistent" means three or more defaults. After the Board has notified CONTRACTOR of its third default, the Board may terminate this Contract without providing CONTRACTOR with an opportunity to cure if CONTRACTOR defaults for a fourth time. The four defaults are not required to be related to each other in any way.
 4. Termination for Endangered Performance: The Board may terminate this Contract by written notice to CONTRACTOR if the Board determines that the performance of CONTRACTOR is endangered through no fault of the Board.
 5. Termination for Financial Instability: The Board may terminate this Contract by written notice to CONTRACTOR if a petition in bankruptcy or similar proceeding has been filed by or against the CONTRACTOR.
 6. Termination for Delinquency, Violation of Law: The Board may terminate this Contract by written notice if it determines that CONTRACTOR is delinquent in its payment of federal, state, or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs, or any other obligation owed to a state agency or political subdivision. The Board may also cancel this Contract, if it determines that CONTRACTOR has violated any law during the performance of this Contract. However, the Board may not terminate this Contract if CONTRACTOR has entered into a repayment agreement with which CONTRACTOR is current.
 7. Termination for Convenience: The Board may terminate this Contract for its convenience after issuing at least 30 days' advanced written notice to CONTRACTOR. In such case, CONTRACTOR

will be entitled to compensation for any supplies or products that CONTRACTOR has delivered, or services rendered before the termination. Such compensation will be the CONTRACTOR's exclusive remedy in the case of termination for convenience and will be available to the CONTRACTOR only after submitting a proper invoice for the services, products, or supplies, with the invoice reflecting the amount determined by the Board to be owing to CONTRACTOR. The CONTRACTOR shall provide all services and/or materials required by the contract and the specifications through the date of termination. Under no circumstances shall the CCBOE be responsible for any type of additional payment upon the termination of the contract. The CONTRACTOR, however, shall be paid for all services and/or materials provided through the date of termination.

8. CONTRACTOR Responsibilities at Termination: Upon receipt of the notice of termination, CONTRACTOR will immediately cease all work related to the Contract, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the CONTRACTOR will incur related to this Contract.

- D. Contract Suspension: If CONTRACTOR fails to perform any one of its obligations under this Contract, it will be in default and the BOARD may suspend rather than terminate this Contract where the BOARD believes that doing so would better serve its interest. In the case of suspension for the BOARD's convenience, the amount of compensation due to CONTRACTOR for work performed before the suspension will be determined in the same manner as provided in this section for termination for the BOARD's convenience or CONTRACTOR may be entitled to compensation for work performed before the suspension, less any damage to the BOARD resulting from the CONTRACTOR's breach of this Contract or other fault. The notice of suspension, whether with or without cause, will be effective immediately on CONTRACTOR's receipt of the notice.

III. Contract Remedies

- A. Actual Damages: CONTRACTOR is liable to the BOARD for all actual and direct damages caused by CONTRACTOR's failure to secure, protect and return the property of the BOARD in substantially similar condition as when the property was tendered to the CONTRACTOR. The BOARD may buy substitute supplies or equipment, from a third party, for those that were in the custody of the CONTRACTOR. The BOARD may recover the costs associated with acquiring substitute supplies or equipment, less any expenses or costs saved by CONTRACTOR's default, from CONTRACTOR.
- B. Liquidated Damages: CONTRACTOR is liable to the BOARD for physical damage to BOARD property while in the CONTRACTOR's care, custody or control and any other actual or direct damages caused by CONTRACTOR's default. The BOARD may buy substitute supplies or services, from a third party, for those that were to be provided by vendor. The BOARD may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by the CONTRACTOR's default, from the CONTRACTOR. However, the parties acknowledge the impracticality and extreme difficulty of ascertaining the actual amount of damages the BOARD, its poll workers and the electors would sustain due to the CONTRACTOR's failure to timely achieve the delivery completion milestones established in Subsection (G)(7) of the Section I: Scope of Services in the RFB. Accordingly, the parties agree that the BOARD is entitled to receive, and may deduct all or any part of the funds due to the CONTRACTOR as liquidated damages, and not as a penalty, the amounts listed below as compensation for not timely having the required equipment at the voting locations:
 - a. Failure to achieve 75% completion one week before Election Day:

100% of the Tier 1 Price on the CONTRACTOR's Bid Form multiplied by the number of locations where the failure occurs; and

- b. Failure to achieve 75% completion six days before Election Day:
150% of the Tier 1 Price on the CONTRACTOR's Bid Form multiplied by the number of locations where the failure occurs; and
- c. Failure to achieve 75% completion five days before Election Day:
200% of the Tier 1 Price on the CONTRACTOR's Bid Form multiplied by the number of locations where the failure occurs; and
- d. Failure to achieve 95% completion four, three or two days before Election Day:
500% of the Tier 1 Price on the CONTRACTOR's Bid Form multiplied by the number of locations where the failure occurs.
- e. Failure to achieve 100% completion by noon the day prior to Election Day:
The cumulative amounts of subsections a. through d. for each location where the failure occurs.

Such liquidated damages are intended to represent estimated actual damages resulting from the CONTRACTOR's failure to timely perform, and are not intended as a penalty, and CONTRACTOR shall pay them to the BOARD without limiting the BOARD's right to terminate this agreement for default as provided elsewhere herein.

- C. Deduction of Damages from Contract Price: The BOARD may deduct all or any part of the damages, including liquidated damages, resulting from CONTRACTOR's default from any part of the price still due on the Contract, upon prior written notice to being issued to CONTRACTOR by the BOARD.
- D. Performance Bond: Pursuant to Ohio Revised Code Section 3505.13, CONTRACTOR shall maintain a performance bond with a surety company or companies licensed to do such business in the State of Ohio in the sum equal to not less than \$209,122.54 conditioned upon the faithful performance of the Contract and for the payment as damages by CONTRACTOR to the BOARD of any excess of cost which it may be obliged to pay for such work by reason of the failure of CONTRACTOR to complete the Contract.
- E. Insurance: The CONTRACTOR shall procure, maintain and pay premiums for the insurance coverage and limits of liability up to the full amount of coverages at least in the following amounts with respect to products, services, work and/or operations performed in connection with this Contract:

- a. **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

b. **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident; Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

c. **Umbrella/Excess Liability Insurance** to provide additional insurance limits for commercial general liability and/or automobile liability, with limits of liability not less than:

\$1,000,000 each occurrence

\$1,000,000 general aggregate

\$1,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items 1.(b)-(c).

d. The insurance policies of the Contractor required for this Contract, shall:

- i. Include the "Cuyahoga County Board of Elections, Ohio and its employees" as an Additional Insured. Cuyahoga County Board of Elections and its employees shall be named as Additional Insured and/or loss payee to the extent of the full amount of coverages as stated in all existing policies issued to the Contractor as of the effective date of this contract and at least in the amounts and coverages indicated above.
- ii. Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the Cuyahoga County Board of Elections.
- iii. Be primary and not in excess or contingent on any other basis.
- iv. Provide 30 days prior notice of cancellation, non-renewal, or material change.
- v. The Certificates of Insurance evidencing the required coverages and limits shall contain the following additional insured and waiver of subrogation language where applicable:

- "Cuyahoga County Board of Elections and its employees are additional insureds; and,
- "Waiver of subrogation in favor of the Cuyahoga County Board of Elections."

vi. The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A-VII or above.

- The terms of this Contract shall be controlling and shall not be limited by any insurance policy provision.
- These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
- The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
- The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it

is determined to be in the best interest of the County.

- If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
 - Where coverages are made on a claims-made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Contract.
- v. The Contractor shall participate in the State of Ohio workers compensation program and make all necessary payments to furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.
- E. **Indemnity.** The Contractor agrees and shall, to the fullest extent permitted by law, indemnify, hold harmless, and, at the option of the Prosecutor as decided in its sole discretion, defend or pay for the defense of the Prosecutor, Prosecutor members, and its officers, agents, representatives, and employees (the "Indemnified Parties") from and against any and all liability, claims, suits, causes of action, liens, demands, losses, damages, (including fines, penalties, incidental and consequential damages), settlements, judgments, costs, and expenses (including reasonable attorneys' fees and any other costs of defense) of every kind, nature, or description arising out of or in connection with, caused by, resulting from, or occurring during the course of the performance of this Contract, whether directly or indirectly, where such liability is
- i. founded upon or grows out of, directly or indirectly, the acts, errors, omissions, undertakings, representations or warranties of the Contractor's, its officers, employees, agents, independent subcontractors or subcontractors (or subcontractors or independent subcontractors thereof), or any other person or party for which the Contractor is legally liable, and
 - ii. is attributable in any manner and to any extent to bodily injury, personal injury, sickness, disease or death of any person, loss of revenue, delay, or the injury to or damage, destruction, or loss of use of property.

The indemnity obligations under the Contract shall survive its expiration or earlier termination. Should the Board elect to have the Contractor defend one or more of the Indemnified Parties, the Board shall have the right, but not the obligation, to associate in such defense, whether directly or through outside legal counsel, or both. Nothing herein shall require the Contractor's to reimburse the Contractor for damages or liabilities solely caused by the negligent acts, errors or omissions of one or more of the Indemnified Parties. Between the Contractor's and the Board, for purposes of fulfilling the Contractor's indemnity obligations hereunder, the Contractor waives any immunity derived from compliance with the Workers' Compensation Laws of the State of Ohio. The indemnity obligations of the Contractor shall not be limited by the types, terms, conditions, or limits of liability of any insurance purchased and maintained by the Contractor.

IV. Payment Provisions

- A. Invoicing: Within 30 days after each election, CONTRACTOR shall promptly submit one original invoice to the BOARD for deliveries actually rendered for such election. All deliveries shall be charged at the prices specified in CONTRACTOR's bid (Exhibit B).
- B. Payments: Payments under this Contract shall be due on the 45th calendar day after the date of actual receipt of a proper invoice by the BOARD. The date of the warrant issued in payment will be considered the date payment is made.
- C. Tax Exempt: The BOARD is a tax-exempt political subdivision of the State of Ohio (Federal I.D. No. 34-6000817) and can provide necessary tax exemption forms upon CONTRACTOR's request.
- D. Economic Price Adjustment: In the event the condition described in Section III, Subsection A, Paragraph 19 arises, the CONTRACTOR shall notify the BOARD no later than 30 days prior to the end of the current term. The parties shall confer and agree upon any adjustment prior to the commencement of the term the pricing becomes applicable.

V. General Terms and Conditions

- A. Governing Law and Jurisdiction: This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The Parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract. Each Party consents to the exclusive jurisdiction of such courts and waives any right to object to such filing on venue, forum non-convenient, or similar grounds.
- B. Severability: If any provision of this Contract shall be unenforceable or invalid under an applicable law or be so held by an applicable court decision, the remaining provisions of the Contract shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decision.
- C. Entire Agreement: This Contract and its Exhibits sets forth and constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Contract supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any Party to this Contract. Exhibit A and Exhibit B are incorporated as if fully rewritten herein whether or not physically attached to this Contract. The following order of precedence shall govern in any conflict that arises between this Contract and any materials incorporated by reference: (1) this Contract; (2) the RFB incorporated as Exhibit A; and (4) the Bid, incorporated as Exhibit B.
- D. Amendments: This Contract may be amended only in writing, approved by a majority of the BOARD Members of the BOARD, and executed by both Parties. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under the Contract. The payment of funds to the Contractor by the Prosecutor should in no way be interpreted as acceptance of the system or the waiver of performance requirements.
- E. Conflicts: The terms of this Contract shall control over any conflicting terms in any referenced agreement or document.

- F. Time: Time is of the essence as to all dates set forth herein. A failure to perform by the dates and times specified herein, including any applicable cure periods, will be a material breach of the Contract.
- G. Strict Performance: The failure of the BOARD to insist upon strict performance of the terms, covenants, agreements and conditions contained in this Contract shall not constitute or be construed as a waiver or relinquishment of the BOARD's rights to thereafter enforce such term, covenants or condition, but the same shall continue in full force and effect.
- H. Assignment: CONTRACTOR shall not assign or subcontract any of its obligations or duties under this Contract without the prior consent of the BOARD.
- I. Independent Contractor: CONTRACTOR shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the CONTRACTOR for work performed under the terms of the contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials.
- J. Limitation of Liability: There are no third party beneficiaries under this Contract, and in no event shall the BOARD be liable to CONTRACTOR or any third party for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits.
- K. Compliance with Laws: Each Party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither Party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other Party.
- L. Force Majeure: Neither Party shall be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party.
- M. Successors and Assigns: The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or his right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the Board. This Contract shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.
- N. Notices. For any notice under the Contract to be effective, it must be made in writing and sent via email. The date of notice shall be the date such email is sent. The individuals who may send and receive notices on behalf of their respective Party are listed below and shall include their successors. The Parties shall provide updated contact information when necessary.

For the BOARD.

Anthony W. Perlatti, Director
aperlatti@cuyahogacounty.gov
Anthony N. Kaloger, Deputy Director
tkaloger@cuyahogacounty.gov

For CONTRACTOR:

John Ball, Account Manager
Jball@bermanmovers.com

- Q. Ownership. All products produced in response to the contract will be the sole property of the BOARD.
- R. Headings. The headings used in the contract are for convenience only and shall not affect the interpretation of any of the contract terms and conditions.

IN WITNESS WHEREOF, the BOARD and CONTRACTOR have each caused this Contract to be signed and delivered by its duly authorized representative.

CONTRACTOR

By: _____

Printed: _____

Title: _____

Date: _____

**CUYAHOGA COUNTY
BOARD OF ELECTIONS**

By: _____

Anthony W. Perlatti, Director

Date: _____

The legal form and correctness of this Contract is hereby approved:

Office of the Prosecutor, Cuyahoga County, Ohio

By: _____

Mark Musson, Assistant Prosecutor

Resolution No. R2023-5-23-17-1

WHEREAS, the Cuyahoga County Fiscal Office (CCFO) requires the Cuyahoga County Board of Elections (CCBOE) to provide multiple documents to the CCFO to facilitate the procurement and subsequent accounts payable functions associated with CCBOE contracts for goods and services from vendors. The Resolution is necessary for the CCBOE to continue to provide for the usual operational services critical to election administration.

RESOLVED, that the Cuyahoga County Board of Elections hereby authorizes the Director, on behalf of the Board, to undertake all actions necessary to procure and subsequently pay the items identified as the moving and storage contract for June 1, 2023 to May 31, 2025 in an amount not to exceed \$209,122.54 (Contract Attached).

RESOLVED, this Resolution shall take effect and be in force immediately upon receiving the affirmative vote of a quorum of members of the CCBOE. All formal actions of this Board relating to the adoption of this Resolution were adopted in an open meeting of the Board, open to the public, and in compliance with all legal requirements of the Ohio Revised Code.

FURTHER RESOLVED, the Director and Chair are authorized to authenticate this resolution upon adoption through their signatures thereon, and the Director is instructed to transmit copies of this resolution to those individuals deemed necessary to effectuate the intent of its adoption.

Board Meeting Date: May 23, 2023

Agenda Item: Fiscal Services 17-1

Vendor: Midfitz, Inc. dba Berman Moving and Storage

Motion: (as presented on the agenda with any edits made during the meeting)

Motion made by: ----- Chairman Curtis

Motion seconded by: ----- BOARD MEMBER DAVIS-CHAPPELL

Vote of the Board Members:

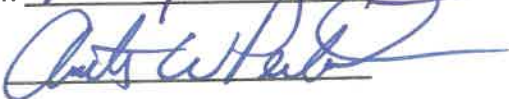
Henry F Curtis, IV, Chairman	<input checked="" type="checkbox"/> Yay	<input type="checkbox"/> Nay
Inajo Davis Chappell, Member	<input checked="" type="checkbox"/> Yay	<input type="checkbox"/> Nay
Lisa M. Stickan, Member	<input checked="" type="checkbox"/> Yay	<input type="checkbox"/> Nay
Terence McCafferty, Member	<input checked="" type="checkbox"/> Yay	<input type="checkbox"/> Nay

Resolution adopted at the Cuyahoga County Board of Elections meeting on 23RD
MAY 2023

Signature of Chairman



Signature of Director



Agenda Item

#18

Voucher Summary

Board Approval Date May 23, 2023

\$381,898.50

	Vendor	Department	Description	Amount
1	PO22005418 MDL, LLC Cart Mart	Fiscal Services	550 security cage carts to be used to transport election material/equipment to voting locations (Ancillary Table C).	\$343,898.50
2	PO210505 Tenex Software Solutions	Fiscal Services	Annual Asset Inventory Management maintenance and software licenses for the period of June 1, 2023 through May 31, 2024.	\$38,000.00

Resolution No. R2023-5-23-18-1

WHEREAS, the Cuyahoga County Fiscal Office (CCFO) requires the Cuyahoga County Board of Elections (CCBOE) to provide multiple documents to the CCFO to facilitate the procurement and subsequent accounts payable functions associated with CCBOE contracts for goods and services from vendors. The Resolution is necessary for the CCBOE to continue to provide for the usual operational services critical to election administration.

RESOLVED, that the Cuyahoga County Board of Elections hereby authorizes the Director, on behalf of the Board, to undertake all actions necessary to procure and subsequently pay the items identified as the Table C Ancillary IT items previously approved for purchase on September 12, 2022, Board meeting in an amount not to exceed \$343,898.50 (2 Invoices Attached).

RESOLVED, this Resolution shall take effect and be in force immediately upon receiving the affirmative vote of a quorum of members of the CCBOE. All formal actions of this Board relating to the adoption of this Resolution were adopted in an open meeting of the Board, open to the public, and in compliance with all legal requirements of the Ohio Revised Code.

FURTHER RESOLVED, the Director and Chair are authorized to authenticate this resolution upon adoption through their signatures thereon, and the Director is instructed to transmit copies of this resolution to those individuals deemed necessary to effectuate the intent of its adoption.

Board Meeting Date: May 23, 2023

Agenda Item: Fiscal Services 18-1

Vendor: MDL, LLC Cart Mart

Motion: (as presented on the agenda with any edits made during the meeting)

Motion made by: ----- Chairman Curtis

Motion seconded by: ----- BOARD MEMBER DAVIS CHAPPELL

Vote of the Board Members:

Henry F Curtis, IV, Chairman	<input checked="" type="checkbox"/> Yay	<input type="checkbox"/> Nay
Inajo Davis Chappell, Member	<input checked="" type="checkbox"/> Yay	<input type="checkbox"/> Nay
Lisa M. Stickan, Member	<input checked="" type="checkbox"/> Yay	<input type="checkbox"/> Nay
Terence McCafferty, Member	<input checked="" type="checkbox"/> Yay	<input type="checkbox"/> Nay

Resolution adopted at the Cuyahoga County Board of Elections meeting on 23RD

MAY 2023

Signature of Chairman

Signature of Director

MDI, LLC Cart Mart

P.O. Box 100020
2775 N. 32nd Street
Milwaukee, WI 53210

Invoice

Customer No.: CUY44115

Invoice No.: 514795

Bill To: **Cuyahoga County Board of Elections**
2925 Euclid Ave.
Cleveland, OH 44115

Ship To: **Cuyahoga County Board of Elections**
2925 Euclid Ave.
Cleveland, OH 44115

Date		Ship Via		F.O.B.		Terms		
05/15/23				Origin		Net 10		
Purchase Order Number			Order Date		Sales Person		Our Order Number	
22005418-0-EXTB			05/15/23		Matco, Dist			
Quantity			Item Number		Description		Unit Price	Amount
Required	Shipped	B.O.						
322	322		22-130		2- Shelf Security Cage New Security cage with 2-shelves. 6" phenolic casters		625.27	201336.94

*Invoice for remaining number of
carts on PO #22005418-0-EXTB*

Invoice subtotal

201336.94

Invoice total

201336.94

Thank You

MDI, LLC Cart Mart

P.O. Box 100020
2775 N. 32nd Street
Milwaukee, WI 53210

Invoice

Customer No.: CUY44115

Invoice No.: 514785

Bill To: **Cuyahoga County Board of Elections**
2925 Euclid Ave.
Cleveland, OH 44115

Ship To: **Cuyahoga County Board of Elections**
2925 Euclid Avenue
Cleveland, OH 44115

Date		Ship Via		F.O.B.		Terms				
05/10/23				Origin		Net 10				
Purchase Order Number			Order Date		Sales Person		Our Order Number			
22005418-0-EXTB			05/10/23		Matco, Dist		5788			
Quantity			Item Number		Description		Unit Price		Amount	
Required	Shipped	B.O.								
228	228		22-130		2- Shelf Security Cage with Brakes		625.27		142561.56	

Invoice subtotal

142561.56

Invoice total

142561.56

Thank You

Resolution No. R2023-5-23-18-2

WHEREAS, the Cuyahoga County Fiscal Office (CCFO) requires the Cuyahoga County Board of Elections (CCBOE) to provide multiple documents to the CCFO to facilitate the procurement and subsequent accounts payable functions associated with CCBOE contracts for goods and services from vendors. The Resolution is necessary for the CCBOE to continue to provide for the usual operational services critical to election administration.

RESOLVED, that the Cuyahoga County Board of Elections hereby authorizes the Director, on behalf of the Board, to undertake all actions necessary to procure and subsequently pay the items identified as the annual license and maintenance fee for Asset Inventory Maintenance for the period of June 1, 2023 to May 31, 2024 in an amount not to exceed \$38,000.00 (Invoice Attached).

RESOLVED, this Resolution shall take effect and be in force immediately upon receiving the affirmative vote of a quorum of members of the CCBOE. All formal actions of this Board relating to the adoption of this Resolution were adopted in an open meeting of the Board, open to the public, and in compliance with all legal requirements of the Ohio Revised Code.

FURTHER RESOLVED, the Director and Chair are authorized to authenticate this resolution upon adoption through their signatures thereon, and the Director is instructed to transmit copies of this resolution to those individuals deemed necessary to effectuate the intent of its adoption.

Board Meeting Date: May 23 , 2023

Agenda Item: Fiscal Services 18-2

Vendor: Tenex Software Solutions

Motion: (as presented on the agenda with any edits made during the meeting)

Motion made by: ----- Chairman Curtis

Motion seconded by: ----- BOARD Member Davis Chappell

Vote of the Board Members:

Henry F Curtis, IV, Member	<input checked="" type="checkbox"/> Yay	<input type="checkbox"/> Nay
Inajo Davis Chappell, Member	<input checked="" type="checkbox"/> Yay	<input type="checkbox"/> Nay
Lisa M. Stickan, Member	<input checked="" type="checkbox"/> Yay	<input type="checkbox"/> Nay
Terence McCafferty, Member	<input checked="" type="checkbox"/> Yay	<input type="checkbox"/> Nay

Resolution adopted at the Cuyahoga County Board of Elections meeting on 23rd
May 2023

Signature of Chairman

Signature of Director

Tenex Software Solutions, Inc.
5021 W Laurel Street
Tampa, FL 33607 US
+1 8136183639

Invoice 1863

BILL TO
OH Cuyahoga County
Elections
2925 Euclid Avenue
Cleveland, OH 44115 USA

SHIP TO
OH Cuyahoga County Elections
2925 Euclid Avenue
Cleveland, OH 44115 USA

DATE
03/06/2023

PLEASE PAY
\$38,000.00

DUE DATE
04/05/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Election AIM License & Maintenance (12 mo) Jun 2023 - May 2024	1	38,000.00	38,000.00

TOTAL DUE

\$38,000.00

THANK YOU.