

IN THE SUPREME COURT OF OHIO
(on a Motion brought in the Cuyahoga County Domestic Court)

Case No: DR 19 37834

SARAH BARRY

RELATOR

Vs

LESLIE ANN CELEBREZZE, JUDGE

RESPONDANT

**PETITION for WRIT of MANDAMUS
and PROCEDENDO**

SARAH BARRY
1592 Lander Rd.
Mayfield Hts., Ohio 44124
Relator,

LESLIE ANN CELEBREZZE, JUDGE
Domestic Relations Division
1 W. Lakeside Ave.
Cleveland, Ohio 44113
Respondent,

IN THE SUPREME COURT OF OHIO
(on a Motion brought in the Cuyahoga County Domestic Court)

In RE:	:	Case No: DR 19 37834
SARAH BARRY	:	
1592 Lander Rd.	:	ORIGINAL
Mayfield Hts., Ohio 44124	:	PETITION for WRIT of MANDAMUS
Relator,	:	and PROCEDENDO
Vs	:	
LESLIE ANN CELEBREZZE, JUDGE	:	
Domestic Relations Division	:	
1 W. Lakeside Ave.	:	
Cleveland, Ohio 44113	:	
Respondent,	:	

Relator, Sarah Barry, pro se, brings this action for writ of mandamus and procedendo directing Respondent Leslie Ann Celebrezze to remove and disqualify Cathleen Jo Chaney from participating, advising, hearing, and ruling on case DR 19 378340.

Magistrate Chaney has repeatedly and consistently demonstrated a pattern of bias and prejudice against Sarah Barry.

THE PARTIES

1. Realtor Sarah Barry is the Petitioner -01 (herein after "Sarah" or "Sarah Barry") in case DR 19 37834 presently before the Cuyahoga County Common Pleas Domestic Relations Court. Sarah is defending against a motion to modify spousal support.
2. Respondent Leslie Ann Celebrezze is the duly appointed judge assigned to hear the case, and had conduct of said case since inception.
3. Cathleen Jo Chaney is the magistrate assigned by the judge and had conduct of said case since inception.
4. Casey White (herein after "Casey" or "Casey White") is Petitioner – 02 in case DR 19 37834. Casey filed a motion to modify spousal support.

INTRODUCTION

5. On two occasions Sarah Barry motioned for Magistrate Chaney to recuse herself or be recused. Magistrate Chaney refuses to recuse herself, and Judge Leslie Ann Celebreeze refuses to cause the removal of Magistrate Chaney.

JURISDICTION AND VENUE

6. Jurisdiction and venue are proper in this court pursuant to Ohio law and Rule of Civil Procedure 3 as this Court is the proper appellate court for the Cuyahoga County Court of Common Pleas. Further under Ohio Rev Code 2731.02 and pursuant to Article IV, section 2(B)(1) of the Ohio Constitution, this Court has the authority to issue a determination of the propriety of a writ of mandamus and has power to advance on the trial list a writ of mandamus.

FACTUAL BACKGROUND

7. Two motions to recuse Magistrate Chaney have been filed. The first motion was filed on 9/08/21. The second motion to recuse was filed on 3/02/22. Both motions were based on bias and prejudice. Magistrate Chaney has repeatedly refused to hear motions filed and has refused to compel full discovery. After granting the motion for discovery Magistrate Chaney has allowed partial and incomplete discovery of documentation material to Sarah's case. In attempt to obtain the discovery which Sarah is entitled, she has filed multiple requests for sanctions and dismissal yet Magistrate Chaney refuse to hear those motion or cause the discovery to be provided. Magistrate Chaney is knowingly sabotaging and causing Sarah to defend against a motion to modify spousal support without having full discloser of income and banking information.

8. Petitioner-02, Casey White failed to appear at the fifth day of trial. Magistrate Chaney instructed Casey to file a motion for continuance that day, February 14th or the following day February 15th, and warned if he failed to do so his motion to modify spousal support will be dismissed. The scheduler continued the trial to February 25, 2022. Casey failed to file his motion for continuance. On February 22nd Sarah filed a motion to dismiss for want-of-prosecution. She filed service instructions and hand delivered her motion to Casey the morning of February 25th before trial. At that point in time Casey still had not filed his motion to continue. Sarah orally argued Casey's motion to modify spousal support should not go forward and her motion to dismiss should be heard. Magistrate Chaney then coached Casey as to what to say, although it was a known lie, to give Magistrate Chaney a reason not to hear Sarah's motion to dismiss for want-of-prosecution. Magistrate Chaney then instructed Casey to file his motion for continuance during the lunch break. Magistrate Chaney demonstrated bias and prejudice when acting as Casey's attorney and strategist and delaying Sarah's motion to dismiss to give Casey time to slip in his motion for continuance.

a. Sarah's motion to dismiss for want-of-prosecution is too long and detailed to include in this paragraph but it is incorporated herein by reference as if fully re-written and attached to this document as an exhibit.

9. Magistrate Chaney has refused to hear ten motions filed by Sarah which are pertinent to the current motion being heard to modify spousal support. The refusal to hear and act on the motions is prejudicial against Sarah and beneficial to opposition Casey White and demonstrates a pattern of bias and prejudice.

10. The motions which Magistrate Chaney has refused to hear are necessary to be heard before the continuation of the current motion in progress. Delay in hearing the following motions is bias and prejudice and giving an unfair advantage to opposition Casey to the detriment of Sarah. The pending motions are as follows:

MO.# 448316 FILED ON 02/25/2022 MOTION FOR CONTINUANCE

This motion was filed out of rule. The motion has not yet been heard yet Magistrate Chaney granted it by deed when going forward with the continuation of the February 14th trial on February 25th although Casey failed to appear for the fifth day of trial on February 14th.

MO.# 448191 FILED ON 02/22/2022 MOTION TO DISMISS

This motion is Sarah's motion to dismiss for want-of-prosecution, filed after Casey failed to appear for the fifth day of trial on February 14th and failed to file a motion for continuance.

MO.# 447603 FILED ON 01/28/2022 MOTION TO SHOW CAUSE

This motion is an emergency motion to show cause for intimidation and harassment.

MO.# 446783 FILED ON 12/22/2021 MOTION FOR DISCOVERY SANCTIONS

This motion for sanctions is for Casey refusing to comply with the Courts order to sign over and transfer ownership of the vehicle lease to Sarah Barry and lying under oath. Casey intentionally inflicted punishment, frustration, and burden by preventing Sarah use of her vehicle.

MO.# 446781 FILED ON 12/22/2021 MOTION FOR CONTEMPT PRO SE

This motion for contempt was for Casey refusing to sign over vehicle per Court's order.

MO.# 446706 FILED ON 12/20/2021 MOTION TO DISMISS

This motion is a Rule 12(B)(6) which may be raised at any time in the proceedings before disposition on the merits. The motion identifies and details perjury, fraud, and deception.

MO.# 446568 FILED ON 12/13/2021 MOTION TO SHOW CAUSE

This motion to show cause is a motion to hold Casey in contempt for fraud-on-the-court.

MO.# 446256 FILED ON 12/02/2021 MOTION FOR CONTEMPT

This is a motion for contempt for failing to comply with the Court's discovery order of November 24, 2021.

MO.# 445903 FILED ON 11/19/2021 MOTION FOR CONTEMPT

This motion for contempt is for inappropriate ex parte communication with Court Magistrate and failing to comply with Court order to provide discovery on or before November 17, 2021.

MO.# 445908 FILED ON 11/18/2021 MOTION TO DISMISS

This motion to dismiss is for failing to provide Court ordered discovery.

MO.# 437568 FILED ON 01/04/2021 MOTION TO SHOW CAUSE/ NON-PAYMENT OF SUPPORT

The following motion is currently in the process of being heard.

MO.# 434955 FILED ON 09/09/2020 MOTION TO MODIFY SUPPORT

All the above twelve motions are incorporated herein by reference as if fully re-written and are attached as exhibits.

CLAIMS

11. All the preceding paragraphs are incorporated herein, as if realleged, stated and re-written in this section.

COUNT ONE

This Honorable Court issue a writ of Mandamus and Procedendo directed to the Respondent ordering her to remove and disqualify Magistrate Cathleen Jo Chaney from hearing, advising, ruling, and participating in case DR 19 37834.

12. The Relator for her first claim for a writ of mandamus and procedendo restates and re-alleges as if re-typed herein all preceding paragraphs of this petition and additionally alleges the following:

13. This is a petition for a writ of mandamus and procedendo against the Respondent, Judge Leslie Ann Celebreeze Cuyahoga County Court of Common Pleas Domestic Relations Division compelling the Respondent to act in accordance with existing Ohio law, particularly The Ohio Rules of Civil Procedure, Rule 56 (E)

14. It is undisputable Magistrate Chaney failed to consider or hear all ten motions which therefore denied Sarah a fair and equitable impartial hearing, demonstrating bias and prejudice.

COUNT TWO

This Honorable Court issue a writ of Mandamus and Procedendo directed to the Respondent ordering her to hear all the pending motions filed by Petitioner-01, Sarah Barry in case DR 19 37834 from 11/18/2021 through 03/03/2022 prior to continuation of motion (0091648) motion to modify spousal support.

15. The Relator for her second claim for a writ of mandamus and procedendo restates and re-alleges as if re-typed herein all preceding paragraphs of this petition and additionally alleges the following:

16. This is a petition for a writ of mandamus and procedendo against the Respondent, Judge Leslie Ann Celebreeze Cuyahoga County Court of Common Pleas Domestic Relations Division compelling the Respondent to act in accordance with existing Ohio law, particularly The Ohio Rules of Civil Procedure, Rule 56 (E)

COUNT THREE

This Honorable Court issue a writ of Mandamus and Procedendo directed to the Respondent ordering her to rule in favor of Peititioner-01, and Relator, Sarah Barry on all motions filed from 01/04/2021 to 03/03/2022 since it is undisputed Petitioner-02 and Respondent Casey White failed to respond to or answer the motions.

17. The Relator for her third claim for a writ of mandamus and procedendo restates and re-alleges as if re-typed herein all preceding paragraphs of this petition and additionally alleges the following:

18. This is a petition for a writ of mandamus and procedendo against the Respondent, Judge Leslie Ann Celebreeze Cuyahoga County Court of Common Pleas Domestic Relations Division compelling the Respondent to act in accordance with existing Ohio law, particularly The Ohio Rules of Civil Procedure, Rule 56 (E)

CONCLUSION

Mandamus relief in the discovery context is necessary when a “party’s ability to present a viable claim or defense is severely compromised or vitiating by the [trial court’s] erroneous discovery ruling.” This occurs when the party “is effectively denied the ability to develop the merits of its case.

Mandamus relief is granted when the trial court denies a party discovery and the missing discovery is omitted from the appellate record, thereby preventing the appellate court from being able to determine whether the trial court’s error was harmful or not.

When refusing to hear Relator and Petitioner-01, Sarah Barry's two motions for contempt, and motion to dismiss, all to obtain required discovery, the trial magistrate denied Sarah a fair trial and her ability to later have the needed discovery for an appeal. Magistrate Chaney showed bias and prejudice when denying Sarah discovery and violating Ohio Civ.R. 26.

Mandamus is appropriate to force a trial court to perform the ministerial act of considering and ruling on a party's properly filed motion. The trial court had a nondiscretionary legal duty to grant Sarah Barry discovery and hear motions regarding discovery being hidden, withheld, and denied. Magistrate Chaney demonstrated bias and prejudice when ignoring Sarah motion to gain discovery.

The docket proves three motions concerning the failure to receive discovery have been pending since November and December of 2021. The trial court caused Sarah to proceed without the discovery requested. An unreasonable amount of time has passed since Sarah's motions for discovery, and especially since the trial is in its fifth day. The trial court was fully aware of the motions and missing discovery. The trial Magistrate and Judge had the authority to hear the motions concerning the lack of discovery. This demonstrates the court and Magistrate Chaney's bias and prejudice.

RELIEF

WHEREFORE, Relator, Sarah Barry respectfully asks this Honorable Court to grant the following relief:

- (A) Issuance of a writ of mandamus directed to the Respondent ordering her to remove and disqualify Magistrate Cathleen Jo Chaney from hearing, ruling, and participating in case DR 19 37834.
- (B) Issue a writ of Mandamus and Procedendo directed to the Respondent ordering her to hear all the pending motions filed by Petitioner-01, Sarah Barry in case DR 19 37834 from 11/18/2021 through 03/03/2022 prior to continuation of motion (0091648)

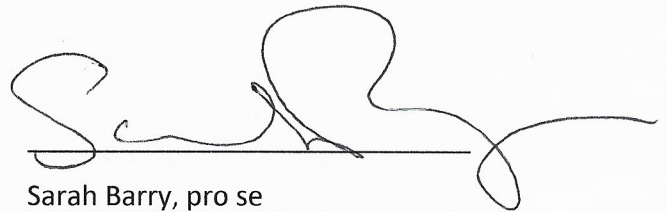
motion to modify spousal support or in the alternative dismiss motion (0091648)
motion to modify spousal support.

(C) Issue a writ of Mandamus and Procedendo directed to the Respondent ordering her to
rule in favor of Peitioner-01, and Relator, Sarah Barry on all motions filed from
01/04/2021 to 03/03/2022.

Exhibits, Affidavit and Brief attached:

CERTIFICATION

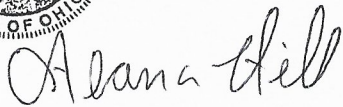
I certify I am acting pro se in this matter.



Sarah Barry, pro se
1592 Lander Road
Mayfield Hts., Ohio 44124



Alana Hill
Notary Public, State of Ohio
My Commission Expires:
March 21, 2026



Index of Exhibits

- Exhibit A: MO.# 448316 FILED ON 02/25/2022 MOTION FOR CONTINUANCE
- Exhibit B: MO.# 448191 FILED ON 02/22/2022 MOTION TO DISMISS
- Exhibit C: MO.# 447603 FILED ON 01/28/2022 MOTION TO SHOW CAUSE
- Exhibit D: MO.# 446783 FILED ON 12/22/2021 MOTION FOR DISCOVERY SANCTIONS
- Exhibit E: MO.# 446781 FILED ON 12/22/2021 MOTION FOR CONTEMPT PRO SE
- Exhibit F: MO.# 446706 FILED ON 12/20/2021 MOTION TO DISMISS
- Exhibit G: MO.# 446568 FILED ON 12/13/2021 MOTION TO SHOW CAUSE
- Exhibit H: MO.# 446256 FILED ON 12/02/2021 MOTION FOR CONTEMPT
- Exhibit I: MO.# 445903 FILED ON 11/19/2021 MOTION FOR CONTEMPT
- Exhibit J: MO.# 445908 FILED ON 11/18/2021 MOTION TO DISMISS
- Exhibit K: MO.# 437568 FILED ON 01/04/2021 MOTION TO SHOW CAUSE/ NON-PAYMENT OF
SUPPORT
- Exhibit L: Docket

BRIEF

Rule 56-1

Rule 56. Summary Judgment

(a) Motion for Summary Judgment or Partial Summary Judgment. A party may move for summary judgment, identifying each claim or defense – or the part of each claim or defense – on which summary judgment is sought. The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court should state on the record the reasons for granting or denying the motion.

(b) Time to File a Motion. Unless the court orders otherwise, a party may file a motion for summary judgment at any time until 30 days after the close of all discovery.

(c) Procedures.

(1) Supporting Factual Positions. A party asserting that a fact cannot be or is genuinely disputed must support the assertion by:

(A) citing to particular parts of materials in the record, including depositions, documents, electronically stored information, affidavits or declarations, stipulations (including those made for purposes of the motion only), admissions, interrogatory answers, or other materials; or

(B) showing that the materials cited do not establish the absence or presence of a genuine dispute, or that an adverse party cannot produce admissible evidence to support the fact.

(2) Objection That a Fact Is Not Supported by Admissible Evidence. A party may object that the material cited to support or dispute a fact cannot be presented in a form that would be admissible in evidence.

Rule 56-2

(3) Materials Not Cited. The court need consider only the cited materials, but it may consider other materials in the record.

(4) Affidavits or Declarations. An affidavit or declaration used to support or oppose a motion must be made on personal knowledge, set out facts that would be admissible in evidence, and show that the affiant or declarant is competent to testify on the matters stated.

(d) When Facts Are Unavailable to the Nonmovant. If a nonmovant shows by affidavit or declaration that, for specified reasons, it cannot present facts essential to justify its opposition, the court may:

- (1) defer considering the motion or deny it;
- (2) allow time to obtain affidavits or declarations or to take discovery; or
- (3) issue any other appropriate order.

(e) Failing to Properly Support or Address a Fact. If a party fails to properly support an assertion of fact or fails to properly address another party's assertion of fact as required by Rule 56(c), the court may:

- (1) give an opportunity to properly support or address the fact;
- (2) consider the fact undisputed for purposes of the motion;
- (3) grant summary judgment if the motion and supporting materials -- including the facts considered undisputed -- show that the movant is entitled to it;

or

- (4) issue any other appropriate order.

Rule 56-3

(f) Judgment Independent of the Motion. After giving notice and a reasonable time to respond, the court may:

- (1) grant summary judgment for a nonmovant;
- (2) grant the motion on grounds not raised by a party; or
- (3) consider summary judgment on its own after identifying for the parties material facts that may not be genuinely in dispute.

(g) Failing to Grant All the Requested Relief. If the court does not grant all the relief requested by the motion, it may enter an order stating any material fact – including

an item of damages or other relief – that is not genuinely in dispute and treating the fact as established in the case.

(h) Affidavit or Declaration Submitted in Bad Faith. If satisfied that an affidavit or declaration under this rule is submitted in bad faith or solely for delay, the court – after notice and a reasonable time to respond – may order the submitting party to pay the other party the reasonable expenses, including attorney’s fees, it incurred as a result. An offending party or attorney may also be held in contempt or subjected to other appropriate sanctions.

PRACTICE COMMENT: See Rule 56.3, which requires that a statement of material facts not in dispute be annexed to a motion for summary judgment.

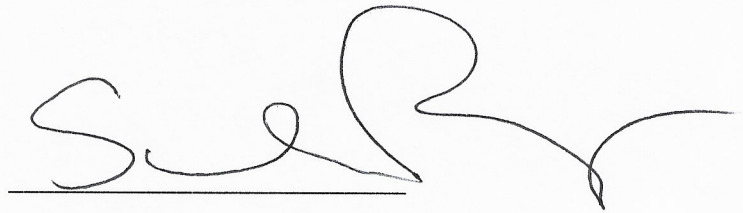
(As amended Oct. 3, 1984, eff. Jan. 1, 1985; July 28, 1988, eff. Nov. 1, 1988; Jan. 25, 2000, eff. May 1, 2000; Nov. 29, 2005, eff. Jan. 1, 2006; Nov. 25, 2008, eff. Jan. 1, 2009; Dec. 7, 2010, eff. Jan. 1, 2011; Dec. 4, 2012, eff. Jan. 1, 2013; June 5, 2015, eff. July 1, 2015.)

RELATOR'S AFFIDAVIT IN SUPPORT

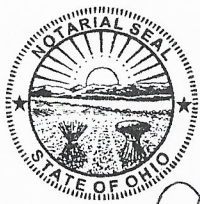
I am the Relator in the above-captioned matter. I am familiar with the contents of the petition herein. The information supplied is based on my own, supplied and/or compiled from available documents and is therefore provided as required by law. The information contained in the foregoing document is true, except as to the matters which were provided by other agents or compiled from available documents, including all contentions and opinions, and, as to those matters, I am informed and believe that they are true.

Magistrate Chaney has repeatedly and consistently demonstrated a pattern of bias and prejudice against Sarah Barry. On two occasions Sarah Barry motioned for Magistrate Chaney to recuse herself or be recused. Magistrate Chaney refuses to recuse herself, and Judge Leslie Ann Celebreeze refuses to cause the removal of Magistrate Chaney.

Dated this 4th day of March 2022



Sarah Barry, pro se
1592 Lander Road
Mayfield Hts., Ohio 44124



Alana Hill
Notary Public, State of Ohio
My Commission Expires:
March 21, 2026

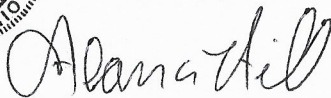


EXHIBIT A



IN THE COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
CUYAHOGA COUNTY, OHIO

ORIGINAL
COURT USE ONLY

FEB 25 2022

CUYAHOGA COUNTY
CLERK OF COURTS

Sarah Ann Barry : CASE NO. DR 19 378340
PLAINTIFF/PETITIONER-01 :
 :
vs. : JUDGE Leslie Ann Celebrezze
 :
Casey White :
DEFENDANT/PETITIONER-02 : **MOTION FOR CONTINUANCE**
RESPONDENT :

Now comes Casey White, and moves this Honorable Court for an order continuing the hearing scheduled on February 14 at 9:30am/pm before Judge/Magistrate Cathleen J. Chaney.

The reason(s) for this request is/are stated in my attached affidavit.

Plaintiff/Petitioner-01 has been granted _____ previous continuances.

Defendant/Petitioner-02/Respondent has been granted 1 previous continuances.

Respectfully submitted,

Casey White
PRINT NAME


SIGNATURE

1635 Brainard RD
ADDRESS

Mayfield, OH 44124
CITY, STATE, ZIP CODE

(216) 409 7740
MOBILE TELEPHONE NUMBER

cgw21686@gmail.com
EMAIL ADDRESS

STATE OF OHIO)
)
CUYAHOGA COUNTY)

SS: AFFIDAVIT

I, Casey White, having been first duly sworn according to law, hereby state and depose that:

1. During the morning of the February 14th hearing, I became ill before the court appointed time. Because of this I was unable to attend the court hearing, therefore, I am requesting a continuance for this appointment and request that the appointment take place on Friday, February 25th at 09:30am.

2. _____

3. _____

4. _____

FURTHER, AFFIANT SAYETH NAUGHT.


SIGNATURE

Sworn to and subscribed before me this _____ day of _____, 20____.

NOTARY PUBLIC

CERTIFICATE OF SERVICE

I certify that I mailed a copy of the attached Motion for Continuance by ordinary U.S. mail on February 16, 2022 to:

Name: Sarah Ann Barry

Address: 1592 Lander RD

City/State/Zip: Mayfield HTS. OH 44124

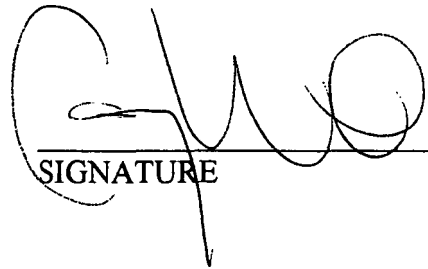

SIGNATURE

Exhibit B



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Domestic Relations

MOTION TO DISMISS
February 22, 2022 11:10

Confirmation Nbr. 2479159

SARAH BARRY

DR 19 378340

vs.

Judge: LESLIE ANN CELEBREZZE

CASEY WHITE

Pages Filed: 4

**IN THE COURT OF COMMON PLEAS
DOMESTIC RELATIONS DIVISION
CUYAHOGA COUNTY, OHIO**

SARAH BARRY	)	CASE NO: DR 19 378340
Petitioner – 01,	)	JUDGE CELEBREZZE
and)	
CASEY WHITE	)	<u>MOTION TO DISMISS FOR</u>
Petitioner – 02.	)	<u>WANT-OF-PROSECUTION</u>
)	

Now comes Petitioner-1, Sarah Barry, Pro Se, and respectfully moves this Honorable Court to dismiss Petitioner-02, Casey White’s Motion to Modify Support for want-of-prosecution, failing to file a motion for continuance as instructed by the Court and required by Ohio Rules. Affidavit and brief attached as if fully rewritten herein.

Petitioner – 2, Casey White failed to appear at the February 14, 2022 trial. Magistrate Chaney instructed Casey white to immediately file a motion to continue and to file it on February 14 or February 15, 2022 otherwise his Motion to Modify Support will be dismissed. Casey White did not file the Motion for Continuance.

Ohio case law continues to hold that *pro se* litigants are bound by the same rules and procedures as those litigants who retain counsel. *Copeland v. Rosario*, 1998 Ohio App. LEXIS 260. They are not accorded greater rights and must accept the results of their mistakes and errors. *Kilroy v. B.H. Lakeshore*, 111 Ohio App.3d 357, 363 (1996). *Pro se* litigants are presumed to have knowledge of the law and of correct legal procedure and are held to the same standard as all other litigants. *Meyers v. First Natl. Bank*, 3 Ohio App. 3d 209 (1981).

With respect to procedural rules, *pro se* litigants are held to the same standards as a practicing attorney. The *pro se* litigant is to be treated the same as one trained in the law as far as the requirements to follow procedural law and adhere to court rules. If the Court treats a *pro*

se litigant differently, the Court begins to depart from its duty of impartiality and prejudices the handling of the case as it relates to other litigants represented by counsel. See *Justice v. Lutheran Social Servs.* 1983 Ohio LEXIS 2029.

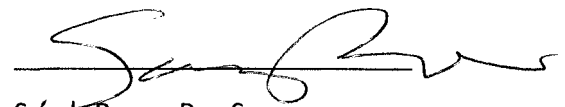
Peitioner-2, Casey White failed to comply with Rule 3 (B): Advancing and Passing of Cases, see brief.

Casey White was not surprised, blindsided, or confused. During a conference call between Magistrate Chaney, Sarah Barry and Casey White on February 14, 2022, the Court informed and instructed Casey White to perform a specific task of filing a motion for continuance within a time limitation of February 14th or 15th, 2022, but he failed to comply.

Patition-1, Sarah Barry has the right to expect this Court to hold true its statement Casey White's Motion to Modify Support will be dismissed if he fails to file a motion for continuance by February 14th or 15th, 2022.

WHEREFORE Petitioner-1, Sarah Barry moves this Honorable Court to dismiss the Motion to Modify Support filed by Petitioner-2, Casey White for want-of-prosecution and failure to obtain a continuance.

Respectfully submitted,



Sarah Barry, Pro Se
1592 Lander Road,
Mayfield Hts., Ohio 44124
(216) 972-0078

Service: Copy sent by email to Casey White
On February 22, 2022 to: Cgw21686@gmail.com

BRIEF

Rule 3: Advancing and Passing of Cases

(A) Advancement. No case shall be advanced for pretrial/case management conference, trial, or hearing out of its regular order except upon order of the judge to whom the case is assigned. All motions to advance must be accompanied with a brief citing in detail the reasons for the request.

(B) Continuances. No case in which a date certain had been fixed for pretrial/case management conference, trial, or hearing shall be passed without the authorization of the assigned judge. For good cause shown a case awaiting trial may be continued provided a written motion is submitted to the judge. The motion shall state specifically the reason(s) for the continuance and shall set forth the number of previous continuances granted and at whose request. If the reason for the continuance is due to a conflict of trial assignment dates, the attorney must attach a copy of the conflicting assignment thereto.

The motion shall also contain the written endorsement of the moving party, as well as the moving party's attorney, if represented. This requirement may be waived for good cause shown, provided that the motion states the reason why the attorney has been unable to obtain the endorsement of the party and the reason why the requirement should be waived.

A copy of the motion must be served upon opposing counsel, or the opposing party if not represented, prior to submission to the assigned judge. If the case has been referred to a magistrate for hearing, the motion must be submitted to the magistrate for approval prior to the submission to the judge. If the motion is not granted by the assigned judge, the case shall proceed as originally scheduled.

The attorney or party, if unrepresented, shall prepare a journal entry granting the motion for continuance and submit it to the court along with the motion. The number of previous continuances granted, the party requesting said continuances, and a space for the new pretrial/case management conference, trial or hearing date shall be included in the journal entry.

(Effective July 1, 1991. Amended effective December 11, 2000.)

Affidavit

I, Sarah Barry, hereby state that on February 14, 2022 I appeared for the scheduled trial at 9:30am. Casey White failed to appear, but moments before the trial informed me, he was ill and will not attend. The Court initiated a conference call between all parties at which time Casey White was informed he is required to file a motion for continuance that day, and no later than the following day. No continuance was filed by Casey White. It is my understanding Casey White was instructed to file the motion for continuance no later than February 15, 2022, which has not happened.

OATH OR AFFIRMATION

I, Sarah Barry, swear or affirm that I have read this Affidavit and, to the best of my knowledge and belief, the facts and information stated in this Affidavit are true, accurate, and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.



SARAH BARRY

STATE OF _____)
) SS
COUNTY OF _____)

Sworn to or affirmed before me by _____ this _____ day of _____,

Signature of Notary Public

Notary Public

Commission Expiration Date: _____

Exhibit C



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Domestic Relations

MOTION TO...
January 28, 2022 10:07

Confirmation Nbr. 2460018

SARAH BARRY

DR 19 378340

vs.

Judge: LESLIE ANN CELEBREZZE

CASEY WHITE

Pages Filed: 5

**IN THE COURT OF COMMON PLEAS
DOMESTIC RELATIONS DIVISION
CUYAHOGA COUNTY, OHIO**

SARAH BARRY	)	CASE NO: DR 19 378340
Petitioner – 01,	)	JUDGE CELEBREZZE
and)	
CASEY WHITE	)	<u>EMERGENCY MOTION</u>
Petitioner – 02.	)	<u>MOTION TO SHOW CAUSE</u>
)	

Now comes Petitioner-1, Sarah Barry, Pro Se, and respectfully moves this Honorable Court to hold Petitioner-02, Casey White in contempt for intimidation and harassment of a witness. Affidavit Attached as if fully rewritten herein.

On January 27, 2022, Adam Lukas from Cuyahoga County Child and Family Services (CCCFS) called Sarah Barry three times in a twenty-four-hour period stating he was responding to a referral to the agency. Mr. Lukas stated the referral was regarding Educational Neglect. Mr. Lukas stated he is mandated by law to perform an investigation, including a home visit and conduct an interview with the child. Mr. Lukas was knocking on neighbor's doors informing them he was from CCCFS seeking to find and investigate Sarah Barry.

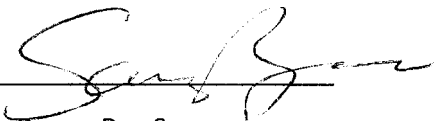
Sarah Barry believes Casey White caused the referral and is using the CCCFS to harass and intimidate as retaliation for Sarah Barry defending against his motion to modify support and for her motion for failure to pay support.

Casey White is aware the child is enrolled in the Mayfield City School home school program. His report to CCCFS is malicious and intended to cause stress and anxiety. Casey White is knowingly and intentionally intimidating witness, Sarah Barry, who is currently involved in adversarial court proceedings against Casey White.

Sarah Barry, hereby, is requesting this Court to investigate the referral submitted to the CCCFS by Casey White and or a third party acting as his accomplice. Sarah Barry further asks this Court to hold the party(s) causing the harassment and false allegations accountable.

WHEREFORE Petitioner-1, Sarah Barry moves this Honorable Court to hold Petitioner-2, Casey White in contempt for intimidation of a witness and making false reports to government agency.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sarah Barry", is written over a horizontal line.

Sarah Barry, Pro Se
1592 Lander Road,
Mayfield Hts., Ohio 44124
(216) 972-0078

BRIEF

525.19 MAKING OR CAUSING FALSE REPORT OF CHILD ABUSE OR NEGLECT.

(a) No person shall knowingly make or cause another person to make a false report under division (B) of section 2151.421 [2151.42.1] of the Ohio Revised Code alleging that any person has committed an act or omission that resulted in a child being an abused child as defined in section 2151.031 [2151.03.1] of the Ohio Revised Code or a neglected child as defined in section 2151.03 of the Ohio Revised Code.

(b) Whoever violates this section is guilty of making or causing a false report of child abuse or child neglect, a misdemeanor of the first degree.

[Ohio Code](#) > [Chapter 2921](#) > § 2921.03

Ohio Code 2921.03 – Intimidation

Current as of: 2020 | [Check for updates](#) | [Other versions](#)

(A) No person, knowingly and by force, by unlawful threat of harm to any person or property, or by filing, recording, or otherwise using a materially false or fraudulent writing with malicious purpose, in bad faith, or in a wanton or reckless manner, shall attempt to influence, intimidate, or hinder a public servant, party official, or witness in the discharge of the person's duty.

Terms Used In Ohio Code 2921.03

- Felony: A crime carrying a penalty of more than a year in prison.
- Person: includes an individual, corporation, business trust, estate, trust, partnership, and association. See [Ohio Code 1.59](#)
- Property: means real and personal property. See [Ohio Code 1.59](#)
- Whoever: includes all persons, natural and artificial; partners; principals, agents, and employees; and all officials, public or private. See [Ohio Code 1.02](#)

(B) Whoever violates this section is guilty of intimidation, a felony of the third degree.

(C) A person who violates this section is liable in a civil action to any person harmed by the violation for injury, death, or loss to person or property incurred as a result of the commission of the offense and for reasonable attorney's fees, court costs, and other expenses incurred as a result of prosecuting the civil action commenced under this division. A civil action under this division is not the exclusive remedy of a person who incurs injury, death, or loss to person or property as a result of a violation of this section.

Effective Date: 11-06-1996.

525.17 INTIMIDATION OF CRIME VICTIM OR WITNESS.

(a) No person shall knowingly attempt to intimidate or hinder the victim of a crime in the filing or prosecution of criminal charges, or a witness in a criminal case in the discharge of his duty.

(b) Division (a) of this section does not apply to any person who is attempting to resolve a dispute pertaining to the alleged commission of a criminal offense, either prior to or subsequent to the filing of a complaint, or who is attempting to arbitrate or assist in the conciliation of any such dispute, either prior to or subsequent to the filing of a complaint.

(c) Whoever violates this section is guilty of intimidation of a crime victim or witness. Violation of division (a) of this section is a misdemeanor of the first degree.

Exhibit D

Exhibit E

DR19378340

120213339



IN THE COURT OF COMMON PLEAS
DOMESTIC RELATIONS DIVISION
CUYAHOGA COUNTY, OHIO

ORIGINAL
COURT USE ONLY

DEC 22 2021

CUYAHOGA COUNTY
CLERK OF COURTS

SARAH BARRY	)	CASE NO: DR 19 378340
Petitioner – 01,	)	JUDGE CELEBREZZE
and)	
CASEY WHITE	)	<u>MOTION FOR SANTIONS</u>
Petitioner – 02.)	
)	

FILED

DEC 22 2021

Clerk of Courts
Cuyahoga County, Ohio

Now comes Sarah Barry, Pro Se, and respectfully moves this Honorable Court to sanction Petitioner-02, Casey White for refusing to comply with the Courts order to sign over and transfer ownership of the vehicle lease to Sarah Barry and lying under oath.

On October 22, 2019, Judge Leslie Ann Celebrezze ordered Casey White to transfer the vehicle to Sarah Barry. The vehicle was leased, and Casey White was the owner of that lease. Casey White was ordered and obligated to arrange for the lease to be transferred to Sarah Barry free and clear, as stated in the Separation Agreement which is attached as Exhibit "A".

The Separation Agreement specifically instructs Casey White to keep current the license plates, registration, and insurance. Casey White was obligated to keep current the lease payments up to the date which the vehicle lease was transferred to Sarah Barry. Instead, Casey White stopped making the lease payments and informed Sarah Barry he intends to make her life hard and cause her frustration. Attached as Exhibit "B" is Casey Whites threat to cause Sarah Barry frustration and make her life hard.

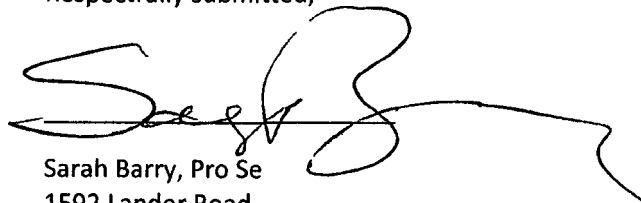
During the December 3, 2021 trial Casey White testified, *"I'm not responsible for the debts of anything relating to the vehicle."* He further testified, *"The vehicle is not in my name and I don't have proprietary. I don't have ownership to give it to anybody, I'm sorry."* Casey White Further testified, *"I'm not the title or lease holder."* And *"I'm not the title holder, I cannot make those payments."* (Transcript, page 17-25, attached as exhibit "D"). However, Casey white was the lease holder and responsible for the lease payments, and he did have authority to transfer the lease. Casey White also had the authority and means to keep the lease payments current which would have enabled the vehicle plates to be valid. (Lease documents attached as Exhibit "C".)

Casey White lied about a material fact to deceive and mislead the Court. Casey White attempted to manipulate the Court by leaving the physical vehicle in Sarah Barry's possession, but without valid plates, registration and insurance as ordered by the Court. Casey White's actions demonstrates he intentionally ignored the Courts order and intentionally caused the vehicle to be useless and repossessed by the lease company.

During his testimony about the vehicle, on December 3, 2021, Casey White intentionally proffered misleading, inaccurate, and deceptive testimony about material facts. He knowingly and intentionally committed perjury.

WHEREFORE, Petitioner – 01 requests this Honorable Court to sanction Petitioner – 02 Casey White and order Casey White to pay the arrearages of the Vehicle lease and cooperate to transfer vehicle lease to Sarah Barry, and hold Casey White liable for his perjured testimony.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Sarah Barry', with a long horizontal flourish extending to the right.

Sarah Barry, Pro Se
1592 Lander Road,
Mayfield Hts., Ohio 44124
(216) 972-0078

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS
Domestic Relations Division
Cuyahoga COUNTY, OHIO

Sarah Barry

Plaintiff/Petitioner 1

1592 Lander RD

Street Address

MAUIFIELD HTS. OH 44124

City, State and Zip Code

Case No. _____

Judge: LESLIE ANN CELEBREZZE

Judr _____

DR 19 378340

and

Magistrate _____

Casey White

Plaintiff/Petitioner 2

1592 Lander RD

Street Address

MAUIFIELD HTS. OH 44124

City, State and Zip Code

Instructions: This form is used to present an agreement to the Court regarding spousal support, the division of personal property, real estate, and debts resulting from the termination of marriage. If the parties have any minor child(ren), child(ren) with disabilities, or you or the Spouse are/is pregnant, a Shared Parenting Plan (Uniform Domestic Relations Form 17) or Parenting Plan (Uniform Domestic Relations Form 18) must be attached.

SEPARATION AGREEMENT

The parties, Sarah Barry, (name), and
Casey White, (Spouse's name), state the following.

1. The parties were married to one another on 01-11-2010 (date of marriage)
in Whiloughby, Ohio (city or county, and state), and request
that the termination of marriage be the date of final hearing or as specified: _____

2. The parties intend to live separate and apart.

3. Each party has made full and complete disclosure to the other of all marital property, separate property, and any other assets, debts, income, and expenses.

4. Neither party has knowledge of any other property and debts of any kind in which either party has an interest.

Exhibit
A

HC

5. Each party has had the opportunity to value and verify all marital property, separate property, and debts.
6. A party's willful failure to disclose may result in the Court awarding the other party three times the value of the property, assets, income, or expenses that were not disclosed by the other party.
7. This Agreement addresses spousal support, property, and debt division.
8. This written Agreement is the complete agreement of the parties.
9. There are no other representations, agreements, statements, or prior writings that shall have any effect on this Agreement.
10. Each party fully understands the Agreement and has knowingly and voluntarily signed the Agreement.
11. No change to the terms of this Agreement shall be valid unless in writing and knowingly and voluntarily signed by both parties.

The parties agree as follows:

FIRST: SEPARATION

The parties shall live separate and apart. Neither party shall interfere with the activities, personal life, or privacy of the other; harass the other, nor engage in any conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

SECOND: PROPERTY

Marital property as defined in R.C. 3105.171 is property owned by either or both spouses and property in which either spouse has an interest in the property. Separate property as defined in R.C. 3105.171 is real or personal property that was inherited, acquired by one spouse prior to the date of marriage, acquired after a decree of legal separation under R.C. 3107.17, excluded by a valid antenuptial agreement, compensation for personal injury, except for loss of marital earnings and compensation for expenses paid from marital assets, or any gift of property that was given to only one spouse. If separate property is involved, the owner should consider consulting an attorney. The party not receiving the separate property waives all interest in the property.

A. Real Estate (select one):

Real estate includes lands, mortgaged properties, buildings, fixtures attached to buildings, attached structures (for example, garage, in-ground pool), condominiums, time shares, mobile homes, natural condition stakes (for example, gas, oil, mineral rights, existing soil, including trees and landscape), and inheritance rights in real estate. The property's legal description is on the deed or mortgage papers.

1. The parties do not own any real estate.

2. Marital Real Estate

The parties owned real estate in one or both of their names and agree to award it as follows. A legal description of the property must be attached. (Attach a copy of the property's deed or mortgage papers.)

Location of Property	Awarded to
_____	_____
_____	_____
_____	_____

3. Each party shall pay and hold the other harmless from any debt owing on real estate the party receives unless otherwise stated in this Agreement.

4. Other debt payment arrangements, including refinancing: _____

If the real estate is not in the name of the party to whom it is awarded, the parties shall make arrangements to transfer the property to the proper party as soon as possible.

B. Titled Vehicles (select one):

Titled vehicles include boats, trailers, automobiles, motorcycles, trucks, mobile homes, golf carts, motor scooters, sport utility vehicles (SUV), recreational vehicles (RV), all purpose vehicles (APV). Provide vehicle model, make, year, and serial number for all titled vehicle(s) that will be transferred.

8/28

- 1. The parties do not own any titled vehicle(s) in either party's name.
- 2. The titled vehicle(s) has/have already been divided or transferred, including all rights, title and interest in the vehicle(s) and is/are in the possession of the proper party. The parties are satisfied with the division.

3. The parties own titled vehicle(s) which has/have not been divided or transferred.
Jacob Barry (name) shall receive the following vehicle(s), free and clear of any claims from the 2019 Explorer (Spouse's name): Casey White

and _____ (Spouse's name) shall receive the following vehicle(s), free and clear of any claims of the _____ (name): _____

HC

4. Each party shall pay for and hold the other harmless from any debt owing on the titled vehicle(s)
The party receives unless otherwise stated in this Agreement.

5. Other debt payment arrangements regarding titled vehicle(s): 0.00%

If the vehicle's title is not in the name of the party to whom the vehicle is awarded, the current title holder shall transfer that title to the proper party as soon as the title is available for transfer. If title cannot be transferred immediately to the party to whom the vehicle is awarded, the party holding the title shall make the following arrangements to obtain and pay for license plates, registration, and insurance: will be transferred to Sarah Deary

C. Household Goods and Personal Property (select one):
Household goods and personal property include appliances, tools, air conditioner window units, doghouses, lawn mowers, riding lawn mowers, above ground pools, safety deposit boxes, jewelry, furniture, refrigerators, silverware, collections, china, and books.

1. The household goods and personal property are already divided and in the possession of the proper party. The parties are satisfied with the division.

2. The parties have household goods and personal property which have not been divided.
0.00% _____ (name) shall have the following: _____

and _____ Spouse's name) shall have the following: _____

3. Delivery or pick-up of household goods and personal property shall be as follows: _____

4. Each party shall pay for and hold the other harmless from any debt owing on the household goods and personal property the party receives unless otherwise stated in this Agreement.

HC

5. Other debt arrangements regarding household goods and personal property: _____

The parties shall make arrangements to transfer possession of the household goods and personal property to the proper party as soon as possible.

D. Financial Accounts (select one):

Financial accounts include checking, savings, certificates of deposit, money market accounts, medical or health savings accounts, education or college saving plans (for example, 529 Plan) and trusts.

1. The parties do not have any financial accounts.
2. The parties have financial accounts and agree the accounts are already divided and in the name of the proper party. The parties are satisfied with the division.
3. The parties have financial accounts which are not divided.

_____ (name) shall receive the following:

Institution	Current Name(s) on Account	Type of Account
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____

and _____ (Spouse's name) shall receive the following:

Institution	Current Name(s) on Account	Type of Account
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____

4. Each party shall pay for and hold the other harmless from any debt owing on the financial accounts the party receives unless otherwise stated in this Agreement.

5. Other arrangements regarding financial accounts: _____

HC

The parties shall make arrangements to transfer the financial accounts to the proper party as soon as possible.

E. Stocks, Bonds, Securities, and Mutual Funds (select one):

1. The parties do not have any stocks, bonds, securities, or mutual funds.
2. One or both parties has/have stocks, bonds, securities, or mutual funds which are already divided and in the name of the proper party. The parties are satisfied with the division.
3. One or both parties has/have stocks, bonds, securities, or mutual funds which are not divided.

_____ (name) shall receive the following:

Institution	Current Name(s) on Account	Number of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____

and _____ (Spouse's name) shall receive the following:

Institution	Current Name(s) on Account	Number of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Each party shall pay for and hold the other harmless from any debt owing on the stocks, bonds, securities, or mutual funds the party receives unless otherwise stated in this Agreement.
5. Other arrangements regarding the stocks, bonds, securities, or mutual funds:

The parties shall make arrangements to sell or transfer the stocks, bonds, securities, or mutual funds to the proper party as soon as possible.

F. Business Interests (select one):

1. The parties do not have any business interests.
2. One or both parties has/have business interests and which are already divided and in the name of the proper party. The parties are satisfied with the division.

HC

3. One or both parties has/have business interests which have not been divided.

_____ (name) shall receive the following:

Name of Business

Ownership Interest

_____	_____
_____	_____

and _____ (Spouse's name) shall receive the following:

Name of Business

Ownership Interest

_____	_____
_____	_____
_____	_____

4. Each party shall pay for and hold the other harmless from any debt owing on the business interests the party receives unless otherwise stated in this Agreement.

5. Other arrangements regarding business interests: _____

The parties shall make arrangements to transfer the business interests to the proper party as soon as possible.

G. Pension, Profit Sharing, IRA, 401(k), and Other Retirement Plans (select one):

1. The parties do not have any pension, profit sharing, IRA, 401(k), or other retirement plans.
2. The pension(s), profit sharing, IRA, 401(k), or other retirement plans are already divided and in the proper party's name. The parties are satisfied with the division.
3. The parties have pension(s), profit sharing, IRA, 401(k), or other retirement plans which have not been divided.

_____ (name) shall receive the following:

Company

Name(s) on Plan

Amount/Share

_____	_____	_____
_____	_____	_____
_____	_____	_____

HC

and _____ (Spouse's name) shall receive the following:

Company	Name(s) on Plan	Amount/Share
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Each party shall pay for and hold the other harmless from any debt owing on the pension(s), profit sharing, IRA, 401(k), or other retirement plans received unless otherwise stated in this Agreement.
5. Other arrangements regarding pension(s), profit sharing, IRA, 401(k), or other retirement plans:

The parties shall make arrangements to transfer interest in the pension(s), profit sharing, IRA, 401(k), or other retirement plans to the proper party as soon as possible.

A Qualified Domestic Relations Order (QDRO) or Division of Property Order (DOPO) may be necessary to divide some of these assets. If so, the QDRO and DOPO will be prepared by:

_____ and submitted to the Court within 90 days after the final hearing. Expenses of preparation shall be paid as follows: _____

The Court retains jurisdiction to interpret and enforce the terms of the documents of transfer.

H. Life Insurance Policies (select one):

1. The parties do not have any life insurance policy(ies) with a cash value.
2. The parties have life insurance policy(ies) and agree the cash value of all life insurance policy(ies) has/have already been divided. The parties are satisfied with the division.
3. The parties' life insurance policy(ies) has/have not been divided.

_____ (name) shall receive the following policy(ies), free and clear of any claims of the _____ (Spouse's name):

HC

and _____ (Spouse's name) shall receive the following policy(ies), free and clear of any claims of the _____ (name):

4. Each party shall pay for and hold the other harmless from any debt owing on the life insurance policy(ies) the party receives unless otherwise stated in this Agreement.

5. Other arrangements regarding life insurance policy(ies): _____

The parties shall make arrangements to transfer interest in the life insurance policy(ies) to the proper party as soon as possible.

1. Other Property (select one):

1. The parties do not have any other property.

2. The property shall be awarded as follows:
Description of Property

To Be Kept By

(name)

(Spouse's name)

(Other)

(name)

(Spouse's name)

(Other)

(name)

(Spouse's name)

(Other)

3. Each party shall pay for and hold the other harmless from any debt owing on the property the party receives unless otherwise stated in this Agreement.

HC

4. Other arrangements regarding the property above: _____

The parties shall make arrangements to transfer interest in the property listed above to the proper party as soon as possible.

THIRD: DEBTS (select one):

The parties do not have any debts.

Each party shall pay all debts incurred by him or her individually and in their individual name and shall hold the other party harmless for these debts.

The parties have the following debts and have agreed to the payment of all debts owed, and agree to hold the other party harmless on those debts, as follows:

Creditor	Purpose of Debt	Balance	Who Will Pay
_____	_____	_____	<input type="checkbox"/> _____ (name)
_____	_____	_____	<input type="checkbox"/> _____ (Spouse's name)
_____	_____	_____	<input type="checkbox"/> _____ (name)
_____	_____	_____	<input type="checkbox"/> _____ (Spouse's name)
_____	_____	_____	<input type="checkbox"/> _____ (name)
_____	_____	_____	<input type="checkbox"/> _____ (Spouse's name)
_____	_____	_____	<input type="checkbox"/> _____ (name)
_____	_____	_____	<input type="checkbox"/> _____ (Spouse's name)

Bankruptcy (select one):

The Court will retain jurisdiction to enforce payment of debt obligations, in the event a party files bankruptcy, including, but not limited to, the ability to determine the debt assigned is in the nature of maintenance, necessity or support and is therefore nondischargeable in bankruptcy, and/or making a future spousal support order, regardless of the spousal support order set forth below under **FOURTH: SPOUSAL SUPPORT**.

Nothing in this order shall prevent the Plaintiff and Defendant from being fully discharged from the debts allocated in this order in a bankruptcy proceeding except for any orders expressly for

HC

spousal support and the following debts: _____

Neither party shall incur liabilities against the other party in the future and each shall pay any debt incurred by him or her individually after the date of this agreement.

FOURTH: SPOUSAL SUPPORT

A. Spousal Support Not Awarded

Neither _____ (name) nor _____ (Spouse's name) shall pay spousal support to the other. The Court shall not retain jurisdiction to modify spousal support, except as set forth above under **THIRD: DEBT**.

B. Spousal Support Awarded

_____ (name) CASEY WHITE
(Spouse's name) shall pay spousal support to SARAH BARRY
(Spouse's name) in the amount of \$ ~~1800.00~~ 1836.00 per month plus 2%
processing charge for a total of \$ 1836.00 per month, commencing on
1.7.20 ~~1.07.2014~~ and due on the 7th day of the month. This spousal support
shall continue indefinitely for a period of ~~1.07.2014~~
1.7.258

C. Method of Payment of Spousal Support (select one):

- If there are no child(ren), the spousal support payment shall be made directly to the _____ (name)
- _____ (Spouse's name).
- The spousal support payment, plus 2% processing charge, shall be made to the Ohio Child Support Payment Central, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the Cuyahoga County Child Support Enforcement Agency by income withholding at the spouse's place of employment.

~~The Court shall not retain jurisdiction to modify spousal support.~~

The Court shall retain jurisdiction to modify the amount duration of the spousal support order.

D. Termination of Spousal Support

This spousal support shall terminate sooner than the above stated date upon the Plaintiff's or the Defendant's death or in the event of the following (check all that apply):

- The cohabitation of the person receiving support in a relationship comparable to marriage.
- The remarriage of the person receiving support.
- Other (specify): _____

HC

E. Deductibility of Spousal Support for All Tax Purposes (select one):

The spousal support paid shall be deducted from income to the person paying the support and included in income by the person receiving the support.

The spousal support paid shall be included in income of the person paying the support.

F. Other orders regarding spousal support (specify): _____

G. Arrearage

Any temporary spousal support arrearage will survive this judgment entry.

Any temporary spousal support arrearage will not survive this judgment entry.

Other: _____

FIFTH: NAME

_____ shall be restored to the prior name of: _____

SIXTH: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES, PARENTING TIME, CHILD SUPPORT AND HEALTH CARE

The parties do not have child(ren) subject to the jurisdiction of the Court.

The parties have minor child(ren) subject to the jurisdiction of the Court, and a Parenting Plan or Shared Parenting Plan is attached.

SEVENTH: OTHER

The parties agree to the following additional matters: _____

EIGHTH: NON-USE OF OTHER'S CREDIT

From now on, neither party shall incur any debt or obligation upon the credit of the other or in their joint names. If a party incurs such a debt or obligation that party shall repay, indemnify, and hold the other harmless as to any such debt or obligation. All joint credit card accounts shall be immediately cancelled, and the cards shall be immediately destroyed.

NINTH: INCORPORATION INTO DECREE/EFFECTIVENESS OF AGREEMENT

If one or both of the parties institute or have instituted proceedings for dissolution, divorce, or separation, this Agreement shall be presented to the Court with the request that it be adjudicated to be fair, just, and proper, and incorporated into the decree of the Court.

HC

TENTH: PERFORMANCE OF NECESSARY ACTS

Upon execution and approval of this Agreement by the Court, each party shall deliver to the other party, or permit the other party to take possession of all items of property to which each is entitled under the terms of this Agreement, and shall make all periodic payments required under the terms of this Agreement.

Upon failure of either party to execute and deliver any deed, conveyance, title, certificate or other document or instrument to the other party, an order of the Court incorporating this Agreement shall constitute and operate as a properly executed document, and the County Auditor, County Recorder, Clerk of Courts and/or all other public and private officials shall be authorized and directed to accept a properly certified copy of a court order incorporating this Agreement, a properly certified copy of the Agreement or an order of the Court in lieu of the document regularly required for the conveyance or transfer.

ELEVENTH: SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall continue in full force and effect.

TWELFTH: APPLICABLE LAW

All of the provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

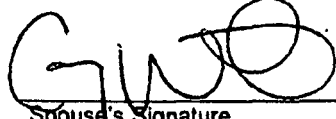
THIRTEENTH: MUTUAL RELEASE

Except as otherwise provided, the parties do release and forever discharge each other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may have or assert against the other upon or by reason of any matter or cause to the date of the execution of this Agreement.

Each party waives all rights of inheritance and the right to share in the estate of the other, and waives all rights which would otherwise be available as a surviving spouse, except payments or rights included in this Agreement.



My Signature



Spouse's Signature

08/22-2019

Date

08/02/2019

Date

HC

EXHIBIT "B"



+1 (216) 409-7740 >

you tried to sabotage ur visit with her if I didn't give u clothes. Did u want me to materialize new clothes out of thin air. I look at u texting me instead of your gf

Absolutely obsessed w interacting w me

Wow: still texting me

I'm going to be in your life for a long time

You are obsessed with me

I am going to make your life hard for a long time

You cannot stop trying to talk to me

You are going to be so flustered in a couple weeks

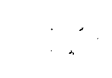


EXHIBIT "C"



**OHIO DEPARTMENT OF PUBLIC SAFETY • BUREAU OF MOTOR VEHICLES
TEMPORARY TAG REGISTRATION APPLICATION**

*** CUSTOMER COPY ***

Temporary Tag:	J072308	Issue Date:	9/16/2019
Vehicle Ownership:	Single	Expiration Date:	10/31/2019
Purchaser/Lessee Name:	CASEY WHITE	Dealer Permit:	ND003845
SS # / Tax ID:		Issuing Dealership:	MAYFIELD AUTO GROUP LLC
Home Address:		Address:	6200 MAYFIELD ROAD
City:		City:	MAYFIELD HEIGHTS
State/ZIP:		State/ZIP:	OH, 44124
Additional Purchaser Name:			
SS # / Tax ID:		Vehicle Year:	2019
Home Address:		Vehicle Type:	45
City:		Vehicle Make:	Ford
State/ZIP:		Vehicle Serial No.:	1FM5K8D85KGB04309

YOU WILL LOSE YOUR DRIVER LICENSE IF YOU DRIVE WITHOUT INSURANCE OR OTHER ACCEPTABLE FINANCIAL RESPONSIBILITY COVERAGE

- In Ohio, it is illegal to drive any motor vehicle without insurance or other financial responsibility (FR) coverage.
- It is also illegal for any motor vehicle to allow anyone else to drive the owner's vehicle without FR coverage.
- **PROOF OF COVERAGE IS REQUIRED:** • Whenever a police officer issues a traffic ticket • At all vehicle inspection stops • Upon traffic court appearances and • Upon random checks by the Registrar of Motor Vehicles.
- **ANY DRIVER OR OWNER WHO FAILS TO SHOW PROOF OF INSURANCE OR OTHER COVERAGE WILL:** • Lose his or her driver license until requirements are met on first offense • ONE YEAR on second offense and TWO YEARS on additional offenses • Lose his or her license plates and vehicle registration • Pay reinstatement fees of \$100.00 for first offense, \$300.00 for second offense, \$600.00 for third and subsequent offenses • Pay a \$50.00 penalty for any failure to surrender his or her driver license, license plates, or registration AND • Be required to maintain special FR coverage ('High-risk' insurance or equivalent) on file with the Bureau of Motor Vehicles (BMV) for THREE or FIVE YEARS.
- **ONCE THIS SUSPENSION IS IN EFFECT:** Any driver or owner who violates the suspension will have his or her vehicle immobilized and his or her license plates confiscated for at least 30 DAYS first offense and 60 DAYS second offense. For third or subsequent offenses, the vehicle will be forfeited and sold and the person will not be permitted to register any motor vehicle in Ohio for FIVE YEARS.
- **IF YOU ARE INVOLVED IN AN ACCIDENT WITHOUT INSURANCE OR OTHER FR COVERAGE:** In addition to all penalties listed above, you have • A SECURITY SUSPENSION for TWO YEARS or more and • A JUDGEMENT SUSPENSION INDEFINITELY (until all damages have been satisfied).
- **THESE PENALTIES ARE IN ADDITION TO ANY FINES OR PENALTIES IMPOSED BY A COURT OF LAW.**
- **WARNING: THESE LAWS DO NOT PREVENT THE POSSIBILITY THAT YOU MAY BE INVOLVED IN AN ACCIDENT WITH A PERSON WHO HAS NO INSURANCE OR OTHER FR COVERAGE.**
- **WHEN REQUIRED, PROOF OF COVERAGE MAY BE SHOWN BY ANY OF THE FOLLOWING:** • AN INSURANCE POLICY showing automobile liability insurance of at least \$25,000 bodily injury per person, \$50,000 injury two or more persons, and \$25,000 property damage • AN INSURANCE IDENTIFICATION CARD (same coverage) • A SURETY BOND OF \$30,000 issued by any authorized surety company or insurance company • A BMV BOND SECURED BY REAL ESTATE having equity of at least \$60,000 • A BMV CERTIFICATE FOR MONEY OR GOVERNMENT BONDS in the amount of \$30,000 on deposit with the Ohio Treasurer of State • A BMV CERTIFICATE OF SELF-INSURANCE, available only to companies or persons who own at least twenty-six motor vehicles.

PROOF OF FINANCIAL RESPONSIBILITY

I affirm that the owners (or lessees of leased vehicle) now have insurance or other proof of financial responsibility (FR) coverage covering this vehicle and will not operate or permit the operation of this vehicle without FR coverage. By signing this I acknowledge that I have received a copy of the financial responsibility notice.

X Signature on File

Signature of Purchaser(s)

Date

BMV 4349 6/16 (17600994)

OHIO MOTOR VEHICLE LEASE AGREEMENT



FORD CREDIT

www.fordcredit.com

1-800-727-7000

DATE 09/16/2019

LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code)

CASEY G WHITE
1592 LANDER ROAD
Cleveland, OH 44124-3320 CUYAHOGA

CYNTHIA WHITE
5918 LIBERTY AVENUE
Vermilion, OH 44089-1039 ERIE

LESSOR (Name and Address)

MAYFIELD AUTO GROUP LLC
6200 MAYFIELD ROAD
MAYFIELD HEIGHTS, OH 44124

"Finance Company" is Ford Motor Credit Company. The "Holder" is CAB East LLC and its assigns.

By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms in this lease and the terms of the WearCare Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."

If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
New	3,045	2019 Ford Explorer	1FM5K8D85KGB04309	Personal

True and Accurate Review Copy - UCC Non-Authoritative Copy

True and Accurate Review Copy - UCC Non-Authoritative Copy

1. Amount Due At Lease Signing or Delivery (Itemized Below) * \$ <u>8,750.00</u>	2. Payments (a) Monthly Payments Your first monthly payment of \$ <u>389.88</u> is due on <u>09/16/2019</u> , followed by <u>35</u> payments of \$ <u>389.88</u> due on the <u>16th</u> day of each month. The total of Your monthly payments is \$ <u>14,035.68</u> . (b) Advance Payment Your Payment of \$ <u>N/A</u> is due on <u>N/A</u> . The total of Your payment is \$ <u>N/A</u>	3. Other Charges (not part of Your monthly payment) Disposition fee (if You do not purchase the Vehicle) \$ <u>395.00</u> _____ N/A _____ N/A Total \$ <u>395.00</u>	4. Total of Payments (The amount You will have paid by the end of the lease) \$ <u>22,790.80</u>
	* Itemization of Amount Due at Lease Signing or Delivery		

5. Amounts Due At Lease Signing or Delivery:		6. How the Amount Due At Lease Signing or Delivery will be paid:	
a. Capitalized cost reduction	\$ <u>7,478.35</u>	a. Net trade-in allowance	\$ <u>N/A</u>
b. First monthly payment	<u>389.88</u>	b. Rebates and noncash credits	<u>3,750.00</u>
c. Advance payment	<u>N/A</u>	c. Amount to be paid in cash	<u>5,000.00</u>
d. Refundable security deposit	<u>N/A</u>	d. N/A	<u>N/A</u>
e. Title fees	<u>N/A</u>		
f. Registration fees	<u>33.50</u>		
g. Acquisition fee	<u>N/A</u>		
h. Documentation Fee	<u>250.00</u>		
i. Upfront Taxes	<u>598.27</u>		
j. N/A	<u>N/A</u>		
k. N/A	<u>N/A</u>		
l. N/A	<u>N/A</u>		
m. N/A	<u>N/A</u>		
n. N/A	<u>N/A</u>		
o. N/A	<u>N/A</u>		
p. N/A	<u>N/A</u>		
q. N/A	<u>N/A</u>		
r. N/A	<u>N/A</u>		
s. N/A	<u>N/A</u>		
Total \$ <u>8,750.00</u>		Total \$ <u>8,750.00</u>	

7. Your payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ <u>37,599.00</u>) and any Items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance)(See Item 19) **	\$ <u>39,800.49</u>
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost	<u>7,478.35</u>
c. Adjusted capitalized cost. The amount used in calculating Your base payment	<u>32,322.14</u>
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment	<u>18,742.20</u>
e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term	<u>13,579.94</u>
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts	<u>455.74</u>
g. Total of base payments. The depreciation and any amortized amounts plus the rent charge	<u>14,035.68</u>
h. Lease payments. The number of payments in Your lease	<u>36</u>
i. Base payment	<u>389.88</u>
j. Sales / Use tax	<u>N/A</u>
k. N/A	<u>N/A</u>
l. N/A	<u>N/A</u>
m. Total payment	\$ <u>389.88</u>
n. Lease term in months	<u>36</u>

Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor \$0.20 per mile for each mile in excess of 34,545 miles shown on the odometer. See Items 23 and 28 and the WearCare Addendum, if any, attached to this lease for additional excess wear and use terms.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of \$0. N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than \$1.00.

10. Purchase Option at End of Lease Term. \$ 19,242.20 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

11. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

True and Accurate Review Copy - UCC Non-Authoritative Copy

True and Accurate Review Copy - UCC Non-Authoritative Copy



NICK MAYER'S MARSHALL FORD LINCOLN

6200 Mayfield Rd.
Mayfield Heights, Ohio 44124
(440) 449-1000



LINCOLN

398418

AMOUNT PAID BY COMMENT
5,000.00 CHECK PERSONAL CHECK #151
DEAL # 215863

CASEY G WHITE
1592 LANDER ROAD
MAYFIELD HTS OH 44124
125383

TOTAL RECEIVED: \$5,000.00
DATE-TIME: 16SEP2019 17:26
CASHIER: JACKIE
LOCATION:
CASH DRAWER:

THANK YOU FOR YOUR BUSINESS

ACCOUNTING DISTRIBUTION

CO	JOURNAL	CO	ACCOUNT	AMOUNT	CONTROL	CONTROL2
3	50	3	10050	5,000.00		
		3	11100	-5,000.00	125383	

CASH RECEIPT

DEPOSIT IS NOT REFUNDABLE UNLESS BUYER IS UNABLE TO OBTAIN FINANCING. IF THIS DEPOSIT IS IN CONNECTION WITH THE SPECIAL ORDER OF A VEHICLE NOT IN OUR POSSESSION, IT IS NOT REFUNDABLE UNLESS VEHICLE IS UNDELIVERABLE OR DELIVERED AT A HIGHER PRICE THAN QUOTED. DEPOSITS MADE BY CHECK NOT REFUNDABLE BEFORE 15 BANKING DAYS.

CUSTOMER COPY



OHIO DEPARTMENT OF PUBLIC SAFETY
BUREAU OF MOTOR VEHICLES

DEAL# 215863
CUST# 125383

APPLICATION FOR DEALER ASSIGNMENT

POWER OF ATTORNEY TO TRANSFER OWNERSHIP AND ATTESTATION OF MILEAGE AND IDENTITY FOR THE TRANSFER OF OWNERSHIP OF A VEHICLE OR WATERCRAFT TO OR FROM A MOTOR VEHICLE OR WATERCRAFT DEALER LICENSED BY CHAPTERS 4517/1547 PURSUANT TO OHIO REVISED CODE 4505.0323/1548.032 AND APPLICATION FOR CERTIFICATE OF TITLE.

ASSIGNMENT OF OWNERSHIP
I (we) certify the vehicle or watercraft or outboard motor described in this statement was delivered on 09/16/2019 for the price of \$37645.00
to: CAB EAST LLC Is Seller a Minor? Yes No
TRANSFEREE'S / BUYER'S PRINTED NAME: CAB EAST LLC TRANSFEREE'S / BUYER'S PRINTED ADDRESS: 3620 QUEEN PALM DR TAMPA, FL 33619

Warning to transferor and transferee (seller and buyer). You are required by law to state the true selling price. A false statement is in violation of section 2921.13 of the Ohio Revised Code and is punishable by six months imprisonment and a fine of up to one thousand dollars or both. All transfers are audited by the Department of Taxation. The seller and buyer must provide any information requested by the Department of Taxation. The buyer may be assessed any additional tax found to be due.

PICTURE ID ISSUED FROM STATE OF		OPERATOR LICENSE NUMBER OR ID NUMBER		CURRENT TITLED OWNER(S) NAME	
CONTROL NUMBER	YEAR 2019	MAKE FORD	MODEL EXPLORER	BODY TYPE UT	LENGTH
TITLE NUMBER	HP	CURRENT TITLE TYPE <input type="checkbox"/> REGULAR <input type="checkbox"/> SALVAGE <input type="checkbox"/> OFF ROAD		THIS VEHICLE WAS A (IF APPLICABLE) <input type="checkbox"/> FORMER LAW ENFORCEMENT <input type="checkbox"/> FORMER TAXI <input type="checkbox"/> FLOOD VEHICLE	
VIN / WIN / MIN 1FM5K8D85KGB04309					

Federal and State laws require that you state the mileage in connection with transfer of ownership. Failure to complete or providing false information may result in fines and / or imprisonment.
I (we) certify to the best of my (our) knowledge that the odometer now reads 0 0 3 0 4 5 NO TENTHS MILES and is the actual mileage of the vehicle unless one of the following statements is checked.
 The mileage stated is in excess of the mechanical limits. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY

APPLICATION FOR CERTIFICATE OF TITLE (Type or Print in Ink) Fee of \$5.00 for failure to apply for title within 30 days of assignment.
CHECK TYPE OF APPLICATION(S):
 MOTOR VEHICLE MEMORANDUM WATERCRAFT DUPLICATE (Check One)
 OUTBOARD MOTOR SALVAGE REPLACEMENT Lost Stolen Destroyed
APPLICANT'S PRINTED NAME: CAB EAST LLC SSN / EIN: 38-3670462
APPLICANT'S PRINTED STREET ADDRESS: 3620 QUEEN PALM DR CITY: TAMPA ZIP CODE: 33619 COUNTY: CUYAHOGA
PURCHASE PRICE: \$ 37645.00 TRADE IN ALLOWANCE: \$ GROSS TAX DUE: \$ VENDOR'S DISCOUNT: \$
TAX PAID: \$ TAX EXEMPTION: YES REASON: DEALER'S PERMIT NUMBER: ND003845
VENDOR'S NUMBER: 18-905358 CONDITION OF VEHICLE OR WATERCRAFT OR OUTBOARD MOTOR (CHECK ONLY ONE):
 GOOD FAIR POOR WRECKED

LIEN INFORMATION: If no lien, state "none". If more than one lien, attach statement of all additional liens.
LIENHOLDER PRINTED NAME / E CODE #: HTD LEASING ADDRESS: P.O. BOX 105704 CITY: ATLANTA STATE: GA ZIP CODE: 30348-5704
I (we) state that all information contained in this application is true and correct.
APPLICANT'S SIGNATURE: [Signature] IS APPLICANT A MINOR? YES NO
 PRINTED NON PRINTED

TRANSFEREE'S / BUYER'S ACKNOWLEDGEMENT OF ABOVE ODOMETER CERTIFICATION AND/OR DUPLICATE TRANSACTIONS.
TRANSFEREE'S / BUYER'S OR APPLICANT'S PRINTED NAME: CAB EAST LLC TRANSFEREE'S / BUYER'S SIGNATURE: [Signature]

I / We, the current titled owner or applicant, appoint NICK MAYER'S MARSHALL FORD LINCOLN as my true and lawful attorney-in-fact to execute any and all application for assignment of Certificate of Title for the motor vehicle listed above. I attest to the above odometer reading. I warrant the title to be free of all liens.

TRANSFEROR'S / SELLER'S PRINTED NAME: NICK MAYER'S MARSHALL FORD LINCOLN TRANSFEROR'S / SELLER'S SIGNATURE: [Signature]
TRANSFEROR'S / SELLER'S PRINTED ADDRESS: 6200 MAYFIELD RD CITY: MAYFIELD HEIGHTS STATE: OH ZIP CODE: 44124

NOTE: All blank spaces above must be completed before acknowledgement. If not applicable, insert NA or NONE in the space provided.

Sworn to and subscribed in my presence this 16th day of September, 2019 in Cuyahoga County, State of OH

(Notary Seal)
Signature of Notary Public: [Signature] My commission expires:



CUSTOMER CASH PAYMENT AUTHORIZATION FORM
Version 4 Revised 09/11/2016

CUSTOMER INFORMATION		VEHICLE INFORMATION	
CASEY First Name	WHITE Last Name	1FM5K8D85KGB04309 Vehicle Identification Number (VIN)	Sep-16-2019 Sale Date

CUSTOMER MUST SELECT OPTION "A" AND/OR "B" AND SIGN BELOW
IMPORTANT CUSTOMER NOTICE

SIRIUS Satellite Radio - For vehicles equipped with the satellite option, customer information will be provided to SIRIUS Satellite Radio for purposes of providing program benefits and activation services.

INCENTIVE INFORMATION			INCENTIVE INFORMATION				
"A" Dealer Assignment (Use this section to assign payment to dealer.) 1. I assign payment of the Customer Cash Incentive (s) to the selling dealer. 2. I acknowledge incentive(s) reflect as either a reduction on the Bill of Sale or Lease or as a check back to the customer or a combination thereof.			"B" Direct Payment to Customer (Use this section to obtain payment direct from Ford.) 1. Please mail check directly to me.				
	Program Number	Dollar Amount	Customer's Initial		Program Number	Dollar Amount	Customer's Initial
1.	50486	3500.00	CGW	1.	_____	_____	_____
2.	50488	250.00	CGW	2.	_____	_____	_____
3.	_____	_____	_____	3.	_____	_____	_____
4.	_____	_____	_____	4.	_____	_____	_____

Customer Declaration
 1. I acknowledge that I have taken delivery of the vehicle identified above.
 2. I acknowledge incentive program assignment as per the chart(s) above.

CGW
 Customer Signature

09/16/19
 Date

Dealer Declaration
 I have read and understand the program rules and provisions and agree to comply with the requirements described therein. I certify that the above customer qualifies for program incentive(s). Records supporting the validity of this claim are available in this dealership for examination by Ford.

[Signature]
 Authorized Dealership Signature

9-16-19
 Date

Notes:

- Incentives and residual values last retrieved on Monday, September 16, 2019 at 04:53:44 PM
- Incentive programs and residual values may change daily. The information listed on this site was correct at the time it was posted.

Disclaimer:

The accuracy of the Incentive benefit displayed for each program will be guaranteed, but dealers will be required to verify and ensure the vehicle and customer qualify for the program selected and meet requirements of program(s) - Including but not limited to Ford Credit/Lincoln AFS required financing and dependent program requirements.
 This summary is intended for dealer use to identify potential incentives available at the time of printing and is not intended to contain the full details or restrictions of the available incentives. This summary should not be relied upon for details of incentives available and may not be inclusive of all available incentives. See dealer for complete details and restrictions for each available Incentive.

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Theft ID Number

TPP47119



Agreement No.

TPP81185581

THEFT PROTECTION PROGRAM LIMITED GUARANTEE AGREEMENT

Registration Page

I. Customer Information

CASEY G Last Name	WHITE First Name	MI State
1592 LANDER ROAD Address		
MAYFIELD HTS City	OH State	44124 Zip
(216) 415-4559 Phone	CGW21686@GMAIL.COM E-mail	

II. Dealer Information

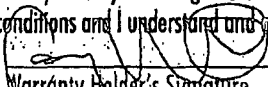
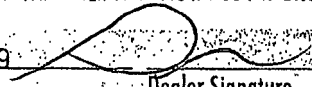
Nick Mayer Ford Name	6200 Mayfield Rd. Address	
Mayfield Hts City	OH State	44124 Zip
(440) 449-1000 Phone	chad.mayer@nickmayer.org E-mail	

III. Vehicle Information

2019 Year	FORD Make	EXPLORER XLT Model	1EM5K8D85KGB04309 Vehicle Identification Number (VIN)
<input checked="" type="checkbox"/> New	\$37,645.00 Vehicle Purchase Price	\$32,896.28 Amount Financed	09/16/2019 Vehicle Purchase Date
<input type="checkbox"/> Used			\$499.00 Theft Protection Program Selling Price

IV. Customer Acknowledgment

I (Warranty Holder) whose signature appears below, acknowledge that the information contained above is true and accurate. I have read the terms and conditions and I understand and agree to all the provisions herein.


09/16/2019

 Warranty Holder's Signature Date Dealer Signature



THIS AGREEMENT IS A PRODUCT WARRANTY AND IS NOT INSURANCE. THE PURCHASE OF THE THEFT PROTECTION PROGRAM IS VOLUNTARY AND IS NOT A REQUIREMENT FOR THE PURCHASE, LEASE OR FINANCING OF A COVERED VEHICLE.

LIMITED GUARANTEE

Warrantor guarantees to pay the Warranty Holder the Guarantee Benefit set forth below in accordance with the terms and conditions if: (1) the Covered Vehicle is stolen; and (2) the Covered Vehicle is a Total Loss. A Covered Vehicle will be a Total Loss if the Warranty Holder's insurance company has declared the Covered Vehicle a Total Loss because the Covered Vehicle was either (i) stolen and unrecovered; or (ii) stolen, recovered and damaged beyond reasonable repair. If the Covered Vehicle is a used vehicle, then the Guarantee Benefit is the lesser of the amount indicated below or 50% of the Actual Cash Value of the Covered Vehicle on the date of loss.

Guarantee Benefit: \$5,000 Guarantee Term: 36

IF NO GUARANTEE BENEFIT AND/OR GUARANTEE TERM IS IDENTIFIED ABOVE, THE COVERED VEHICLE WILL BE ENROLLED FOR THE \$2,500 GUARANTEE BENEFIT AND 3 YEAR GUARANTEE TERM.

09/16/2019  
 Date Warranty Holder's Signature Dealer Signature

CLAIMS PHONE: 800.579.2233 | CLAIMS EMAIL: TheftProtection@agwsinc.com TO START A CLAIM ONLINE GO TO WWW.AGWSINC.COM

Agreement Warrantor/Administrator American Guardian Warranty Services, Inc. PO Box 768 Warrenville, IL 60555 800.579.2233



Agreement No.

CPR81185580

Information Page

II. Customer Information		
WHITE	CASEY G	
Last Name	First Name	MI
1592 LANDER ROAD		
Address		
MAYFIELD HTS	OH	44124
City	State	Zip
(216) 415-4559	CGW21686@GMAIL.COM	
Phone	Email	

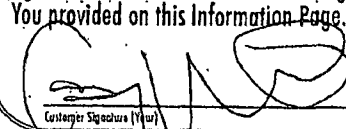
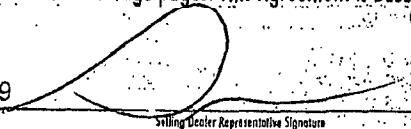
II. Dealer Information		III. Lienholder Information	
Nick Mayer Ford		GAB EAST LLC <i>HTD Leasing</i>	
Name		Name	
6200 Mayfield Rd,		3620 QUEEN PALM DR <i>PO Box 105704</i>	
Address		Address	
Mayfield Hts	OH 44124	TAMPA <i>Atlanta</i>	GA <i>FL</i> 33619
City	State Zip	City	State Zip
(440) 449-1000	chad.mayer@nickmayer.org		
Phone	Email		

IV. Vehicle and Coverage Information			
2019	FORD	EXPLORER XLT	1FM5K8D85KGB04309 3,045
Year	Make	Model	Vehicle Identification Number (VIN) Current Mileage
09/16/2019	\$37,645.00	09/16/2019	\$499.00
Vehicle Purchase Date	Vehicle Purchase Price	Agreement Purchase Date	Agreement Purchase Price

Coverage: Dent & Ding Protection <input checked="" type="checkbox"/>	Agreement Terms: 1 Year <input type="checkbox"/> 2 Years <input type="checkbox"/> 3 Years <input checked="" type="checkbox"/> 4 Years <input type="checkbox"/> 5 Years <input type="checkbox"/> Expiration: This Agreement ends when the Years indicated above pass from the Agreement Purchase Date.	Agreement Administrator/ Provider/Obligor: American Guardian Warranty Services, Inc. PO Box 768 Warrenville, Illinois 60555	Florida & Louisiana Administrator & Obligor: American Guardian Warranty Services of Florida, Inc. (FL License #60116) PO Box 768 Warrenville, Illinois 60555
	Wisconsin Administrator & Obligor: American Guardian Warranty Services of Wisconsin, Inc. PO Box 768 Warrenville, Illinois 60555		

V. Customer Acknowledgment

I hereby declare that the above information is correct. The Agreement that You are purchasing is between You and Administrator/Obligor. You will be notified by the Administrator if the Agreement is ineligible for coverage. You (the undersigned) have reviewed the terms of this Agreement and understand the coverage and exclusion requirements shown on the coverage pages. This Agreement is based on information You provided on this Information Page.


09/16/2019


Customer Signature (Print)
Purchase Date
Selling Dealer Representative Signature

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS

CLAIMS: 800.579.2233
 TO START A CLAIM ONLINE GO TO WWW.AGWSINC.COM

Nick Mayer Ford Lincoln /

Your Credit Score and the Price you Pay for Credit

Consumer CASEY G WHITE	Credit Score 492	Source Transunion	Date 09/16/2019
---------------------------	---------------------	----------------------	--------------------

Understanding Your Credit Score															
What you should know about your credit scores	<p>Your credit score is a number that reflects the information in your credit report.</p> <p>Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.</p> <p>Your credit score can change, depending on how your credit history and the amount you owe to creditors changes.</p>														
How we are using your credit score	Your Credit score can affect whether you get a loan and how much you will have to pay on that loan.														
The range of scores	<p>Scores range from the low of 250 to a high of 900.</p> <p>Generally, the higher your score, the more likely you are to be offered better credit terms.</p>														
How your score compares to the score of other consumers	<p style="text-align: center;">% of Consumers with Scores in a Particular Range</p> <table border="1" style="margin-top: 10px; width: 100%; text-align: center;"> <caption>Approximate data from the bar chart</caption> <thead> <tr> <th>Score Range</th> <th>Percentage of Consumers</th> </tr> </thead> <tbody> <tr> <td>250-499</td> <td>10%</td> </tr> <tr> <td>500-599</td> <td>18%</td> </tr> <tr> <td>600-649</td> <td>15%</td> </tr> <tr> <td>650-699</td> <td>18%</td> </tr> <tr> <td>700-749</td> <td>20%</td> </tr> <tr> <td>750-900</td> <td>48%</td> </tr> </tbody> </table> <p style="text-align: center;">Your Score = 492 and ranks higher than 6% of U.S. Consumers.</p>	Score Range	Percentage of Consumers	250-499	10%	500-599	18%	600-649	15%	650-699	18%	700-749	20%	750-900	48%
Score Range	Percentage of Consumers														
250-499	10%														
500-599	18%														
600-649	15%														
650-699	18%														
700-749	20%														
750-900	48%														

Checking Your Credit Report	
What if there are mistakes on your credit report?	<p>You have a right to dispute any inaccurate information on your credit report. If you find mistakes on your credit report, contact the consumer credit reporting agency.</p> <p>It is a good idea to check your credit report to make sure the information it contains is accurate.</p>
How can you obtain a copy of your credit report?	<p>Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once per year.</p> <p>To order your free annual credit report -</p> <ul style="list-style-type: none"> By phone: Call toll-free 1-877-322-8228 On the web: Visit www.annualcreditreport.com By mail: Mail your completed Annual Credit Report Request form (which you can obtain from the Federal Trade Commission's website at https://www.consumer.ftc.gov/articles/pdf-0093-annual-report-request-form.pdf) to: Annual Credit Report Request Services P.O. Box 105281 Atlanta, GA 30348-5281
How can you get more information?	For more information about credit reports and your rights under federal law, visit the Consumer Financial Protection Bureau's website at www.consumerfinance.gov/learnmore .

We protect your personal information. View our Privacy Policy at:
<http://consumercompliance.com/privacynotice/dealer3200666622>

Signature:

EXHIBIT "D"

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STATE OF OHIO,)
) SS: MAGISTRATE CHANEY
COUNTY OF CUYAHOGA.)

IN THE COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS

SARAH ANN BARRY,)
)
)
Plaintiff,)
)
-v-) Case No. **DR19 378340**
)
)
CASEY WHITE,)
)
)
Defendant.)

-0-0-0-

TRANSCRIPT OF PROCEEDINGS

DECEMBER 3, 2021

-0-0-0-

APPEARANCES:

Sarah Ann Barry, Pro Se,
on behalf of the Plaintiff;
Casey White, Pro Se,
on behalf of the Defendant.

Lois E. Zakelj
Official Court Reporter
Cuyahoga County, Ohio

1 MAGISTRATE CHANEY: The Court
2 can take notice of the Dissolution.
3 A. Judgment Entry of the Dissolution.
4 Q. On page 3, paragraph 4(B)(3) is there a
5 check mark indicating that paragraph applies to
6 the separation agreement?
7 A. I'm not sure. I don't know what you're
8 talking about.
9 Q. On page 3, paragraph 4(B), and the number
10 3, is there a check mark indicating that
11 paragraph applies to the separation agreement?
12 A. I don't know where you're talking about.
13 I don't see it in this. I don't see any check
14 boxes.
15 Q. Maybe my page number's off.
16 Page 3. I'm talking about a page in the
17 back with the stack of papers.
18 I'm sorry. Right here. Page 3 in the
19 middle of this stack. It's a different page 3.
20 Okay. There is a check mark indicating that
21 paragraph applies to the separation agreement?
22 A. Yes.
23 Q. Can you read that out loud, that section?
24 A. The parties own titled vehicles which
25 have not been divided or transferred. Sarah

1 Barry, name, shall receive the following
2 vehicles free and clear of any claims from the
3 2019 Explorer.

4 Q. It says Sarah Barry shall receive,
5 correct?

6 A. Yes.

7 Q. Does shall receive mean might receive?

8 A. No.

9 Q. Does shall receive mean Sarah will
10 receive if Casey some day gets around to it?

11 A. No.

12 Q. Did I receive the 2019 Explorer vehicle
13 free and clear of any claims?

14 A. No.

15 Q. On page 4 of 13, please read paragraph 5
16 starting with, If the vehicle's title is not,
17 out loud.

18 A. If the vehicle's title is not in the name
19 of the party to whom the vehicle is awarded, the
20 current title holder shall transfer that title
21 to the proper party as soon as the title is
22 available for transfer. If title cannot be
23 transferred immediately --

24 MAGISTRATE CHANEY: You both
25 need to slow down and speak up, okay?

1 A. If the vehicle's title is not in the name
2 of the party to whom the vehicle is awarded, the
3 current title holder shall transfer that title
4 to the proper party as soon as the title is
5 available for transfer. If title cannot be
6 transferred immediately to the party to whom the
7 vehicle is awarded, the party holding the title
8 shall make the following arrangements to obtain
9 and pay for license plates, registration, and
10 insurance.

11 Q. Was that --

12 A. Added it will be transferred to Sarah
13 Barry.

14 Q. Was the title transferred to me?

15 A. I'm not the title holder, ma'am.

16 Q. Was the title transferred to me?

17 A. I cannot answer that, ma'am. I'm not the
18 title holder.

19 MAGISTRATE CHANEY: Who's the
20 title holder?

21 THE WITNESS: Ford Leasing
22 Company.

23 Q. Did you make arrangements to obtain and
24 pay for license plates, registration and
25 insurance?

1 A. I am not the title holder, ma'am.

2 Q. That's not my question. Did you make
3 arrangements to obtain and pay for license
4 plates, registration, and insurance?

5 A. No.

6 Q. Did I receive ownership of the vehicle?

7 A. I'm not the title holder, ma'am.

8 Q. Did I receive ownership of the lease?

9 A. I'm not the title holder, ma'am.

10 Q. Who has ownership of the lease for the
11 vehicle?

12 A. Ford Credit Union.

13 Q. On page 4 of 13, sentence number 4,
14 please read it?

15 A. I don't see that, ma'am.

16 Q. Page 4.

17 A. Yes, ma'am.

18 Q. Sentence 4.

19 A. I don't see that, ma'am.

20 Q. So go to the top of the page and look
21 down four sentences.

22 A. I'm not sure what you want me to read,
23 ma'am.

24 MAGISTRATE CHANEY: While she's
25 looking that up, Mr. White, who

1 physically has the Ford car right now?

2 THE WITNESS: I believe Mr.
3 Barry and Ms. Barry have it, probably
4 in the back parking lot.

5 MAGISTRATE CHANEY: Okay. So to
6 the best of your knowledge they're
7 currently driving this Ford car?

8 THE WITNESS: That's
9 correct.

10 A. I don't know what you're asking me to
11 read, ma'am.

12 Q. Can you read 4 at the bottom of the page?

13 A. Each party shall pay and hold the other
14 harmless from any debt owing on the household
15 goods and personal property the party receives
16 unless otherwise stated in this agreement.

17 Q. Does this sentence mean that if I receive
18 the vehicle, you are no longer liable for the
19 payments and debts on the vehicle?

20 A. I'm not the title holder, ma'am, I'm not
21 sure.

22 Q. This is your agreement that you agreed
23 to.

24 A. I'm not sure what your question is,
25 ma'am.

1 Q. Does number 4 on page 4 -- okay. So does
2 sentence number 4 -- I'll read the question.
3 Does the sentence mean that if I receive the
4 vehicle you are no longer liable for the
5 payments and the debts on the vehicle?

6 A. I'm not the title holder, ma'am. I'm not
7 responsible for the debts or anything related to
8 the vehicle.

9 Q. Okay.

10 A. The vehicle is not in my name and I don't
11 have proprietary. I don't have ownership to
12 give it to anybody, I'm sorry.

13 Q. In the agreement --

14 A. Yes, I can agree I can't give you a
15 vehicle I don't own. So why it's in that
16 agreement as being an owned vehicle by me is
17 unbeknownst to me. I don't know why.

18 Q. It's also a leased vehicle. But if you
19 agreed that that was, it shall go to me, my
20 question is for you, once I received that
21 vehicle, the sentence that I pointed out,
22 correct, means you're no longer liable for the
23 payment and the debt of that vehicle once it has
24 been transferred to me.

25 A. I'm not understanding this. I don't

1 understand what it means.

2 Q. Okay. I never received the lease or the
3 title to the vehicle, correct?

4 A. I'm not sure, ma'am, I'm not the title
5 holder or lease holder.

6 Q. But according to our agreement it stands
7 to reason that until you actually transfer the
8 lease to me, the lease title and vehicle to me,
9 you're liable for the payments?

10 A. I don't own the vehicle, ma'am. I don't
11 have the title.

12 Q. So the vehicle is in your name and your
13 mother's name?

14 A. And in your possession.

15 Q. It was supposed to be transferred to me.
16 Our agreement says that you are responsible for
17 making the payments until it's transferred to
18 me.

19 A. I'm not the title holder, I cannot make
20 those payments.

21 Q. So you are never relieved from the debt
22 and obligation of the vehicle, correct?

23 A. I'm not sure, ma'am.

24 Q. Well you never delivered it to me, so
25 according to our agreement which you signed

1 under oath, you're still liable for those
2 payments and debts?

3 A. I believe that the car was repossessed,
4 ma'am. It was under repossession.

5 Q. Isn't it true until you actually transfer
6 ownership of the lease titles and vehicle to me
7 you are liable for those payments?

8 A. I'm not sure, ma'am. I'm not the title
9 owner or lease owner.

10 Q. Do you think that because you have
11 ignored those payments you are not liable for
12 the arrearage?

13 A. I'm not sure, ma'am.

14 Q. I'm asking do you think? Yes or no.

15 A. No, I'm not. I'm not responsible for
16 them.

17 Q. When the vehicle was initially leased, my
18 father paid \$5,000 as a down payment on the
19 vehicle; is that correct?

20 A. I'm not sure, ma'am.

21 Q. Did you fail to transfer the vehicle to
22 me as part of following through on your threat
23 to make my life hard and to frustrate me?

24 A. I am not title owner. I cannot transfer
25 the title.

1 Q. That was not my question.

2 A. No.

3 Q. I believe --

4 MS. BARRY: Can I grab
5 something from the evidence that's
6 already been admitted?

7 MAGISTRATE CHANEY: Yes.

8 Q. Okay. This is Exhibit 13. Could you
9 please read the three texts that you sent me on
10 this page?

11 A. I'm going to be in your life for a long
12 time. I'm going to make your life hard for a
13 long time. You are going to be flustered for a
14 few weeks.

15 Q. This was a malicious threat, right?

16 A. No.

17 Q. You followed through with it, didn't you?

18 A. No.

19 Q. The last time you were in court you
20 testified that you frequently went to your
21 parent's photo studio, correct?

22 A. Yes.

23 Q. You said you have a key to the building
24 and a gate code, correct?

25 A. I do.

DR19378340

120213406



IN THE COURT OF COMMON PLEAS
DOMESTIC RELATIONS DIVISION
CUYAHOGA COUNTY, OHIO

ORIGINAL
COURT USE ONLY

DEC 22 2021

CUYAHOGA COUNTY
CLERK OF COURTS

SARAH BARRY

)

CASE NO: DR 19 378340

Petitioner – 01,

FILED

JUDGE CELEBREZZE

and

)

DEC 22 2021

CASEY WHITE

MOTION FOR CONTEMPT

Petitioner – 02.

Clerk of Courts
Cuyahoga County, Ohio

)

Now comes Sarah Barry, Pro Se, and respectfully moves this Honorable Court to hold Petitioner-02, Casey White in contempt for refusing to comply with the Courts order to sign over and transfer ownership of the vehicle lease to Sarah Barry and lying under oath.

On October 22, 2019, Judge Leslie Ann Celebrezze ordered Casey White to transfer the vehicle to Sarah Barry. The vehicle was leased, and Casey White was the owner of that lease. Casey White was ordered and obligated to arrange for the lease to be transferred to Sarah Barry free and clear, as stated in the Separation Agreement which is attached as Exhibit "A".

The Separation Agreement specifically instructs Casey White to keep current the license plates, registration, and insurance. Casey White was obligated to keep current the lease payments up to the date which the vehicle lease was transferred to Sarah Barry. Instead, Casey White stopped making the lease payments and informed Sarah Barry he intends to make her life hard and cause her frustration. Attached as Exhibit "B" is Casey Whites threat to cause Sarah Barry frustration and make her life hard.

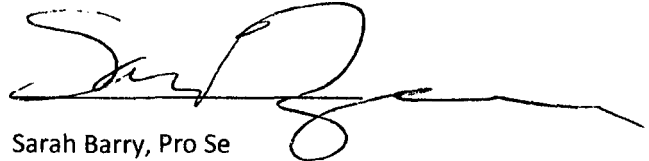
During the December 3, 2021 trial Casey White testified, "I'm not responsible for the debts of anything relating to the vehicle." He further testified, "The vehicle is not in my name and I don't have proprietary. I don't have ownership to give it to anybody, I'm sorry." Casey White Further testified, "I'm not the title or lease holder." And "I'm not the title holder, I cannot make those payments." (Transcript, page 17-25, attached as exhibit "D"). However, Casey white was the lease holder and responsible for the lease payments, and he did have authority to transfer the lease. Casey White also had the authority and means to keep the lease payments current which would have enabled the vehicle plates to be valid. (Lease documents attached as Exhibit "C".)

Casey White lied about a material fact to deceive and mislead the Court. Casey White attempted to manipulate the Court by leaving the physical vehicle in Sarah Barry's possession, but without valid plates, registration and insurance as ordered by the Court. Casey White's actions demonstrates he intentionally ignored the Courts order and intentionally caused the vehicle to be useless and repossessed by the lease company.

During his testimony about the vehicle, on December 3, 2021, Casey White intentionally proffered misleading, inaccurate, and deceptive testimony about material facts. He knowingly and intentionally committed perjury.

WHEREFORE, Petitioner – 01 requests this Honorable Court to hold Petitioner – 02 Casey White in contempt and order he pay the arrearages on Vehicle lease and transfer lease to Petitioner-1, Sarah Barry.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Sarah Barry', with a long horizontal line extending to the right.

Sarah Barry, Pro Se
1592 Lander Road,
Mayfield Hts., Ohio 44124
(216) 972-0078

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS
Domestic Relations Division
Cuyahoga COUNTY, OHIO

Sarah Barry
 Plaintiff/Petitioner 1
1592 Lander RD
 Street Address
Mayfield Hts. OH 44124
 City, State and Zip Code

Case No. _____

Judge: LESLIE ANN CELEBREZZE

Judr. DR 19 378340

and Magistrate _____

Casey White
 Plaintiff/Petitioner 2
1592 Lander RD
 Street Address
Mayfield Hts. OH 44124
 City, State and Zip Code

Instructions: This form is used to present an agreement to the Court regarding spousal support, the division of personal property, real estate, and debts resulting from the termination of marriage. If the parties have any minor child(ren), child(ren) with disabilities, or you or the Spouse are/is pregnant, a Shared Parenting Plan (Uniform Domestic Relations Form 17) or Parenting Plan (Uniform Domestic Relations Form 18) must be attached.

SEPARATION AGREEMENT

The parties, Sarah Barry, (name), and Casey White, (Spouse's name), state the following.

1. The parties were married to one another on 01-11-2010 (date of marriage) in Willoughby, Ohio (city or county, and state), and request that the termination of marriage be the date of final hearing or as specified: _____
2. The parties intend to live separate and apart.
3. Each party has made full and complete disclosure to the other of all marital property, separate property, and any other assets, debts, income, and expenses.
4. Neither party has knowledge of any other property and debts of any kind in which either party has an interest.

Exhibit
A

HC

5. Each party has had the opportunity to value and verify all marital property, separate property, and debts.
6. A party's willful failure to disclose may result in the Court awarding the other party three times the value of the property, assets, income, or expenses that were not disclosed by the other party.
7. This Agreement addresses spousal support, property, and debt division.
8. This written Agreement is the complete agreement of the parties.
9. There are no other representations, agreements, statements, or prior writings that shall have any effect on this Agreement.
10. Each party fully understands the Agreement and has knowingly and voluntarily signed the Agreement.
11. No change to the terms of this Agreement shall be valid unless in writing and knowingly and voluntarily signed by both parties.

The parties agree as follows:

FIRST: SEPARATION

The parties shall live separate and apart. Neither party shall interfere with the activities, personal life, or privacy of the other; harass the other, nor engage in any conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

SECOND: PROPERTY

Marital property as defined in R.C. 3105.171 is property owned by either or both spouses and property in which either spouse has an interest in the property. Separate property as defined in R.C. 3105.171 is real or personal property that was inherited, acquired by one spouse prior to the date of marriage, acquired after a decree of legal separation under R.C. 3107.17, excluded by a valid antenuptial agreement, compensation for personal injury, except for loss of marital earnings and compensation for expenses paid from marital assets, or any gift of property that was given to only one spouse. If separate property is involved, the owner should consider consulting an attorney. The party not receiving the separate property waives all interest in the property.

A. Real Estate (select one):

Real estate includes lands, mortgaged properties, buildings, fixtures attached to buildings, attached structures (for example, garage, in-ground pool), condominiums, time shares, mobile homes, natural condition stakes (for example, gas, oil, mineral rights, existing soil, including trees and landscape), and inheritance rights in real estate. The property's legal description is on the deed or mortgage papers.

1. The parties do not own any real estate.

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2. Marital Real Estate

The parties owned real estate in one or both of their names and agree to award it as follows. A legal description of the property must be attached. (Attach a copy of the property's deed or mortgage papers.)

Location of Property	Awarded to
_____	_____
_____	_____
_____	_____

3. Each party shall pay and hold the other harmless from any debt owing on real estate the party receives unless otherwise stated in this Agreement.

4. Other debt payment arrangements, including refinancing: _____

If the real estate is not in the name of the party to whom it is awarded, the parties shall make arrangements to transfer the property to the proper party as soon as possible.

B. Titled Vehicles (select one):

Titled vehicles include boats, trailers, automobiles, motorcycles, trucks, mobile homes, golf carts, motor scooters, sport utility vehicles (SUV), recreational vehicles (RV), all purpose vehicles (APV). Provide vehicle model, make, year, and serial number for all titled vehicle(s) that will be transferred.

CS

- 1. The parties do not own any titled vehicle(s) in either party's name.
- 2. The titled vehicle(s) has/have already been divided or transferred, including all rights, title and interest in the vehicle(s) and is/are in the possession of the proper party. The parties are satisfied with the division.

3. The parties own titled vehicle(s) which has/have not been divided or transferred.
JASON BARRY (name) shall receive the following vehicle(s), free and clear of any claims from the 2019 EXAMER (Spouse's name): CASEY WHITE

and _____ (Spouse's name) shall receive the following vehicle(s), free and clear of any claims of the _____ (name): _____

HC

4. Each party shall pay for and hold the other harmless from any debt owing on the titled vehicle(s) The party receives unless otherwise stated in this Agreement.

5. Other debt payment arrangements regarding titled vehicle(s): 0.00%

If the vehicle's title is not in the name of the party to whom the vehicle is awarded, the current title holder shall transfer that title to the proper party as soon as the title is available for transfer. If title cannot be transferred immediately to the party to whom the vehicle is awarded, the party holding the title shall make the following arrangements to obtain and pay for license plates, registration, and insurance: will be transferred to Sarah Deary

C. Household Goods and Personal Property (select one):

Household goods and personal property include appliances, tools, air conditioner window units, doghouses, lawn mowers, riding lawn mowers, above ground pools, safety deposit boxes, jewelry, furniture, refrigerators, silverware, collections, china, and books.

1. The household goods and personal property are already divided and in the possession of the proper party. The parties are satisfied with the division.

2. The parties have household goods and personal property which have not been divided.
0.00% (name) shall have the following: _____

and _____ Spouse's name) shall have the following: _____

3. Delivery or pick-up of household goods and personal property shall be as follows: _____

4. Each party shall pay for and hold the other harmless from any debt owing on the household goods and personal property the party receives unless otherwise stated in this Agreement.

HC

5. Other debt arrangements regarding household goods and personal property: _____

The parties shall make arrangements to transfer possession of the household goods and personal property to the proper party as soon as possible.

D. Financial Accounts (select one):

Financial accounts include checking, savings, certificates of deposit, money market accounts, medical or health savings accounts, education or college saving plans (for example, 529 Plan) and trusts.

1. The parties do not have any financial accounts.
2. The parties have financial accounts and agree the accounts are already divided and in the name of the proper party. The parties are satisfied with the division.
3. The parties have financial accounts which are not divided.

_____ (name) shall receive the following:

Institution	Current Name(s) on Account	Type of Account
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____

and _____ (Spouse's name) shall receive the following:

Institution	Current Name(s) on Account	Type of Account
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____

4. Each party shall pay for and hold the other harmless from any debt owing on the financial accounts the party receives unless otherwise stated in this Agreement.

5. Other arrangements regarding financial accounts: _____

HC

The parties shall make arrangements to transfer the financial accounts to the proper party as soon as possible.

E. Stocks, Bonds, Securities, and Mutual Funds (select one):

- The parties do not have any stocks, bonds, securities, or mutual funds.
- One or both parties has/have stocks, bonds, securities, or mutual funds which are already divided and in the name of the proper party. The parties are satisfied with the division.
- One or both parties has/have stocks, bonds, securities, or mutual funds which are not divided.

_____ (name) shall receive the following:

Institution	Current Name(s) on Account	Number of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____

and _____ (Spouse's name) shall receive the following:

Institution	Current Name(s) on Account	Number of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____

- Each party shall pay for and hold the other harmless from any debt owing on the stocks, bonds, securities, or mutual funds the party receives unless otherwise stated in this Agreement.
- Other arrangements regarding the stocks, bonds, securities, or mutual funds:

The parties shall make arrangements to sell or transfer the stocks, bonds, securities, or mutual funds to the proper party as soon as possible.

F. Business Interests (select one):

- The parties do not have any business interests.
- One or both parties has/have business interests and which are already divided and in the name of the proper party. The parties are satisfied with the division.

3. One or both parties has/have business interests which have not been divided.

_____ (name) shall receive the following:

Name of Business

Ownership Interest

and _____ (Spouse's name) shall receive the following:

Name of Business

Ownership Interest

4. Each party shall pay for and hold the other harmless from any debt owing on the business interests the party receives unless otherwise stated in this Agreement.

5. Other arrangements regarding business interests: _____

The parties shall make arrangements to transfer the business interests to the proper party as soon as possible.

G. Pension, Profit Sharing, IRA, 401(k), and Other Retirement Plans (select one):

1. The parties do not have any pension, profit sharing, IRA, 401(k), or other retirement plans.

2. The pension(s), profit sharing, IRA, 401(k), or other retirement plans are already divided and in the proper party's name. The parties are satisfied with the division.

3. The parties have pension(s), profit sharing, IRA, 401(k), or other retirement plans which have not been divided.

_____ (name) shall receive the following:

Company

Name(s) on Plan

Amount/Share

Company	Name(s) on Plan	Amount/Share
_____	_____	_____
_____	_____	_____
_____	_____	_____

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and _____ (Spouse's name) shall receive the following:

Company	Name(s) on Plan	Amount/Share
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Each party shall pay for and hold the other harmless from any debt owing on the pension(s), profit sharing, IRA, 401(k), or other retirement plans received unless otherwise stated in this Agreement.
5. Other arrangements regarding pension(s), profit sharing, IRA, 401(k), or other retirement plans:

The parties shall make arrangements to transfer interest in the pension(s), profit sharing, IRA, 401(k), or other retirement plans to the proper party as soon as possible.

A Qualified Domestic Relations Order (QDRO) or Division of Property Order (DOPO) may be necessary to divide some of these assets. If so, the QDRO and DOPO will be prepared by:

_____ and submitted to the Court within 90 days after the final hearing. Expenses of preparation shall be paid as follows: _____

The Court retains jurisdiction to interpret and enforce the terms of the documents of transfer.

H. Life Insurance Policies (select one):

1. The parties do not have any life insurance policy(ies) with a cash value.
2. The parties have life insurance policy(ies) and agree the cash value of all life insurance policy(ies) has/have already been divided. The parties are satisfied with the division.
3. The parties' life insurance policy(ies) has/have not been divided.
_____ (name) shall receive the following policy(ies), free and clear of any claims of the _____ (Spouse's name):

HC

and _____ (Spouse's name) shall receive the following policy(ies), free and clear of any claims of the _____ (name):

4. Each party shall pay for and hold the other harmless from any debt owing on the life insurance policy(ies) the party receives unless otherwise stated in this Agreement.

5. Other arrangements regarding life insurance policy(ies): _____

The parties shall make arrangements to transfer interest in the life insurance policy(ies) to the proper party as soon as possible.

1. Other Property (select one):

1. The parties do not have any other property.

2. The property shall be awarded as follows:

Description of Property

To Be Kept By

(name)

(Spouse's name)

(Other)

(name)

(Spouse's name)

(Other)

(name)

(Spouse's name)

(Other)

3. Each party shall pay for and hold the other harmless from any debt owing on the property the party receives unless otherwise stated in this Agreement.

HC

4. Other arrangements regarding the property above: _____

The parties shall make arrangements to transfer interest in the property listed above to the proper party as soon as possible.

THIRD: DEBTS (select one):

The parties do not have any debts.

Each party shall pay all debts incurred by him or her individually and in their individual name and shall hold the other party harmless for these debts.

The parties have the following debts and have agreed to the payment of all debts owed, and agree to hold the other party harmless on those debts, as follows:

Creditor	Purpose of Debt	Balance	Who Will Pay
_____	_____	_____	<input type="checkbox"/> _____ (name)
_____	_____	_____	<input type="checkbox"/> _____ (Spouse's name)
_____	_____	_____	<input type="checkbox"/> _____ (name)
_____	_____	_____	<input type="checkbox"/> _____ (Spouse's name)
_____	_____	_____	<input type="checkbox"/> _____ (name)
_____	_____	_____	<input type="checkbox"/> _____ (Spouse's name)
_____	_____	_____	<input type="checkbox"/> _____ (name)
_____	_____	_____	<input type="checkbox"/> _____ (Spouse's name)

Bankruptcy (select one):

The Court will retain jurisdiction to enforce payment of debt obligations, in the event a party files bankruptcy, including, but not limited to, the ability to determine the debt assigned is in the nature of maintenance, necessity or support and is therefore nondischargeable in bankruptcy, and/or making a future spousal support order, regardless of the spousal support order set forth below under **FOURTH: SPOUSAL SUPPORT**.

Nothing in this order shall prevent the Plaintiff and Defendant from being fully discharged from the debts allocated in this order in a bankruptcy proceeding except for any orders expressly for

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spousal support and the following debts: _____

Neither party shall incur liabilities against the other party in the future and each shall pay any debt incurred by him or her individually after the date of this agreement.

FOURTH: SPOUSAL SUPPORT

A. Spousal Support Not Awarded

Neither _____ (name) nor _____ (Spouse's name) shall pay spousal support to the other. The Court shall not retain jurisdiction to modify spousal support, except as set forth above under **THIRD: DEBT**.

B. Spousal Support Awarded

_____ (name) Casey White
(Spouse's name) shall pay spousal support to SARAH BARRY
(Spouse's name) in the amount of \$ ~~1800.00~~ 1836.00 per month plus 2%
processing charge for a total of \$ 1836.00 per month, commencing on
1.7.20 ~~11-07-2004~~ and due on the 7th day of the month. This spousal support
shall continue indefinitely for a period of 1-7-2024
1.7.258

C. Method of Payment of Spousal Support (select one):

If there are no child(ren), the spousal support payment shall be made directly to the _____ (name)
 _____ (Spouse's name).

The spousal support payment, plus 2% processing charge, shall be made to the Ohio Child Support Payment Central, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the Cuyahoga County Child Support Enforcement Agency by income withholding at the spouse's place of employment.

~~The Court shall not retain jurisdiction to modify spousal support.~~

The Court shall retain jurisdiction to modify the amount duration of the spousal support Order.

D. Termination of Spousal Support

This spousal support shall terminate sooner than the above stated date upon the Plaintiff's or the Defendant's death or in the event of the following (check all that apply):

- The cohabitation of the person receiving support in a relationship comparable to marriage.
- The remarriage of the person receiving support.
- Other (specify): _____

HC

E. Deductibility of Spousal Support for All Tax Purposes (select one):

~~Court~~ The spousal support paid shall be deducted from income to the person paying the support and included in income by the person receiving the support.

~~8~~ The spousal support paid shall be included in income of the person paying the support.

F. Other orders regarding spousal support (specify): _____

G. Arrearage

Any temporary spousal support arrearage will survive this judgment entry.

Any temporary spousal support arrearage will not survive this judgment entry.

Other: _____

FIFTH: NAME

_____ shall be restored to the prior name of: _____

SIXTH: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES, PARENTING TIME, CHILD SUPPORT AND HEALTH CARE

The parties do not have child(ren) subject to the jurisdiction of the Court.

The parties have minor child(ren) subject to the jurisdiction of the Court, and a Parenting Plan

or Shared Parenting Plan is attached.

SEVENTH: OTHER

The parties agree to the following additional matters: _____

EIGHTH: NON-USE OF OTHER'S CREDIT

From now on, neither party shall incur any debt or obligation upon the credit of the other or in their joint names. If a party incurs such a debt or obligation that party shall repay, indemnify, and hold the other harmless as to any such debt or obligation. All joint credit card accounts shall be immediately cancelled, and the cards shall be immediately destroyed.

NINTH: INCORPORATION INTO DECREE/EFFECTIVENESS OF AGREEMENT

If one or both of the parties institute or have instituted proceedings for dissolution, divorce, or separation, this Agreement shall be presented to the Court with the request that it be adjudicated to be fair, just, and proper, and incorporated into the decree of the Court.

HC

TENTH: PERFORMANCE OF NECESSARY ACTS

Upon execution and approval of this Agreement by the Court, each party shall deliver to the other party, or permit the other party to take possession of all items of property to which each is entitled under the terms of this Agreement, and shall make all periodic payments required under the terms of this Agreement.

Upon failure of either party to execute and deliver any deed, conveyance, title, certificate or other document or instrument to the other party, an order of the Court incorporating this Agreement shall constitute and operate as a properly executed document, and the County Auditor, County Recorder, Clerk of Courts and/or all other public and private officials shall be authorized and directed to accept a properly certified copy of a court order incorporating this Agreement, a properly certified copy of the Agreement or an order of the Court in lieu of the document regularly required for the conveyance or transfer.

ELEVENTH: SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall continue in full force and effect.


TWELFTH: APPLICABLE LAW

All of the provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

THIRTEENTH: MUTUAL RELEASE

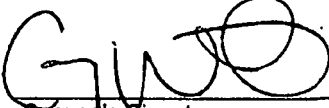
Except as otherwise provided, the parties do release and forever discharge each other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may have or assert against the other upon or by reason of any matter or cause to the date of the execution of this Agreement.

Each party waives all rights of inheritance and the right to share in the estate of the other, and waives all rights which would otherwise be available as a surviving spouse, except payments or rights included in this Agreement.



My Signature
08 22 - 2019

Date



Spouse's Signature
08 / 02 / 2019

Date

HC

EXHIBIT "B"



+1 (216) 409-7740 >

LOL u tried to sabotage ur visit with her if I didn't give u clothes. Did u want me to materialize new clothes out of thin air. I look at u texting me instead of your gf

Absolutely obsessed w interacting w me

Wow. still texting me

I'm going to be in your life for a long time

You are obsessed with me

I am going to make your life hard for a long time

You cannot stop trying to talk to me

You are going to be so flustered in a couple weeks



EXHIBIT "C"



OHIO DEPARTMENT OF PUBLIC SAFETY • BUREAU OF MOTOR VEHICLES
TEMPORARY TAG REGISTRATION APPLICATION
***** CUSTOMER COPY *****

Temporary Tag: J072308
Vehicle Ownership: Single
Purchaser/Lessee Name: CASEY WHITE
SS # / Tax ID:
Home Address:
City:
State/ZIP:

Issue Date: 9/16/2019
Expiration Date: 10/31/2019
Dealer Permit: ND003845
Issuing Dealership: MAYFIELD AUTO GROUP LLC
Address: 6200 MAYFIELD ROAD
City: MAYFIELD HEIGHTS
State/ZIP: OH, 44124

Additional Purchaser Name:

SS # / Tax ID:
Home Address:
City:
State/ZIP:

Vehicle Year: 2019
Vehicle Type: 4S
Vehicle Make: Ford
Vehicle Serial No.: 1FM5K8D85KGB04309

YOU WILL LOSE YOUR DRIVER LICENSE IF YOU DRIVE WITHOUT INSURANCE OR OTHER ACCEPTABLE FINANCIAL RESPONSIBILITY COVERAGE

- In Ohio, it is illegal to drive any motor vehicle without insurance or other financial responsibility (FR) coverage.
- It is also illegal for any motor vehicle to allow anyone else to drive the owner's vehicle without FR coverage.
- **PROOF OF COVERAGE IS REQUIRED:** • Whenever a police officer issues a traffic ticket • At all vehicle inspection stops • Upon traffic court appearances and • Upon random checks by the Registrar of Motor Vehicles.
- **ANY DRIVER OR OWNER WHO FAILS TO SHOW PROOF OF INSURANCE OR OTHER COVERAGE WILL:** • Lose his or her driver license until requirements are met on first offense • ONE YEAR on second offense and TWO YEARS on additional offenses • Lose his or her license plates and vehicle registration • Pay reinstatement fees of \$100.00 for first offense, \$300.00 for second offense, \$600.00 for third and subsequent offenses • Pay a \$50.00 penalty for any failure to surrender his or her driver license, license plates, or registration AND • Be required to maintain special FR coverage ('High-risk' insurance or equivalent) on file with the Bureau of Motor Vehicles (BMV) for THREE or FIVE YEARS.
- **ONCE THIS SUSPENSION IS IN EFFECT:** Any driver or owner who violates the suspension will have his or her vehicle immobilized and his or her license plates confiscated for at least 30 DAYS first offense and 60 DAYS second offense. For third or subsequent offenses, the vehicle will be forfeited and sold and the person will not be permitted to register any motor vehicle in Ohio for FIVE YEARS.
- **IF YOU ARE INVOLVED IN AN ACCIDENT WITHOUT INSURANCE OR OTHER FR COVERAGE:** In addition to all penalties listed above, you have • A SECURITY SUSPENSION for TWO YEARS or more and • A JUDGEMENT SUSPENSION INDEFINITELY (until all damages have been satisfied).
- **THESE PENALTIES ARE IN ADDITION TO ANY FINES OR PENALTIES IMPOSED BY A COURT OF LAW.**
- **WARNING: THESE LAWS DO NOT PREVENT THE POSSIBILITY THAT YOU MAY BE INVOLVED IN AN ACCIDENT WITH A PERSON WHO HAS NO INSURANCE OR OTHER FR COVERAGE.**
- **WHEN REQUIRED, PROOF OF COVERAGE MAY BE SHOWN BY ANY OF THE FOLLOWING:** • AN INSURANCE POLICY showing automobile liability insurance of at least \$25,000 bodily injury per person, \$50,000 injury two or more persons, and \$25,000 property damage • AN INSURANCE IDENTIFICATION CARD (same coverage) • A SURETY BOND OF \$30,000 issued by any authorized surety company or insurance company • A BMV BOND SECURED BY REAL ESTATE having equity of at least \$60,000 • A BMV CERTIFICATE FOR MONEY OR GOVERNMENT BONDS in the amount of \$30,000 on deposit with the Ohio Treasurer of State • A BMV CERTIFICATE OF SELF-INSURANCE, available only to companies or persons who own at least twenty-six motor vehicles.

PROOF OF FINANCIAL RESPONSIBILITY

I affirm that the owners (or lessees of leased vehicle) now have insurance or other proof of financial responsibility (FR) coverage covering this vehicle and will not operate or permit the operation of this vehicle without FR coverage. By signing this I acknowledge that I have received a copy of the financial responsibility notice.

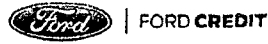
X Signature on File

Signature of Purchaser(s)

Date

BMV 4349 6/16 (17600994)

OHIO MOTOR VEHICLE LEASE AGREEMENT



www.fordcredit.com
1-800-727-7000

DATE 09/16/2019

LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code)
 CASEY G WHITE
 1592 LANDER ROAD
 Cleveland, OH 44124-3320 CUYAHOGA

CYNTHIA WHITE
 5918 LIBERTY AVENUE
 Vermilion, OH 44089-1039 ERIE

LESSOR (Name and Address)
 MAYFIELD AUTO GROUP LLC
 6200 MAYFIELD ROAD
 MAYFIELD HEIGHTS, OH 44124

"Finance Company" is Ford Motor Credit Company. The "Holder" is CAB East LLC and its assigns.

By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms in this lease and the terms of the WearCare Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."

If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
New	3,045	2019 Ford Explorer	1FM5K8D85KGB04309	Personal

True and Accurate Review Copy - UCC Non-Authoritative Copy

True and Accurate Review Copy - UCC Non-Authoritative Copy

1. Amount Due At Lease Signing or Delivery (Itemized Below) *	2. Payments (a) Monthly Payments Your first monthly payment of \$ <u>389.88</u> is due on <u>09/16/2019</u> , followed by <u>35</u> payments of \$ <u>389.88</u> due on the <u>16th</u> day of each month. The total of Your monthly payments is \$ <u>14,035.68</u> .	3. Other Charges (not part of Your monthly payment) Disposition fee (if You do not purchase the Vehicle) \$ <u>395.00</u> N/A N/A	4. Total of Payments (The amount You will have paid by the end of the lease)
	(b) Advance Payment Your Payment of \$ <u>N/A</u> is due on <u>N/A</u> The total of Your payment is \$ <u>N/A</u>			Total $ 395.00
\$ <u>8,750.00</u>			\$ <u>22,790.80</u>

* Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:		6. How the Amount Due At Lease Signing or Delivery will be paid:	
a. Capitalized cost reduction	\$ <u>7,478.35</u>	a. Net trade-in allowance	\$ <u>N/A</u>
b. First monthly payment	<u>389.88</u>	b. Rebates and noncash credits	<u>3,750.00</u>
c. Advance payment	<u>N/A</u>	c. Amount to be paid in cash	<u>5,000.00</u>
d. Refundable security deposit	<u>N/A</u>	d. N/A	<u>N/A</u>
e. Title fees	<u>N/A</u>		
f. Registration fees	<u>33.50</u>		
g. Acquisition fee	<u>N/A</u>		
h. Documentation Fee	<u>250.00</u>		
i. Upfront Taxes	<u>598.27</u>		
j. N/A	<u>N/A</u>		
k. N/A	<u>N/A</u>		
l. N/A	<u>N/A</u>		
m. N/A	<u>N/A</u>		
n. N/A	<u>N/A</u>		
o. N/A	<u>N/A</u>		
p. N/A	<u>N/A</u>		
q. N/A	<u>N/A</u>		
r. N/A	<u>N/A</u>		
s. N/A	<u>N/A</u>		
Total \$	<u>8,750.00</u>	Total \$	<u>8,750.00</u>

7. Your payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ <u>37,599.00</u>) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance)(See Item 19) **	\$ <u>39,800.49</u>
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost	<u>7,478.35</u>
c. Adjusted capitalized cost. The amount used in calculating Your base payment	<u>32,322.14</u>
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment	<u>18,742.20</u>
e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term	<u>13,579.94</u>
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts	<u>455.74</u>
g. Total of base payments. The depreciation and any amortized amounts plus the rent charge	<u>14,035.68</u>
h. Lease payments. The number of payments in Your lease	<u>36</u>
i. Base payment	<u>389.88</u>
j. Sales / Use tax	<u>N/A</u>
k. N/A	<u>N/A</u>
l. N/A	<u>N/A</u>
m. Total payment	\$ <u>389.88</u>
n. Lease term in months	<u>36</u>

Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor \$0.20 per mile for each mile in excess of 34,545 miles shown on the odometer. See Items 23 and 28 and the WearCare Addendum, if any, attached to this lease for additional excess wear and use terms.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of \$0. N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than \$1.00.

10. Purchase Option at End of Lease Term. \$ 19,242.20 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

11. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

True and Accurate Review Copy - UCC Non-Authoritative Copy

True and Accurate Review Copy - UCC Non-Authoritative Copy



NICK MAYER'S MARSHALL FORD LINCOLN

6200 Mayfield Rd.
Mayfield Heights, Ohio 44124
(440) 449-1000



LINCOLN

398418

AMOUNT	PAID BY	COMMENT
5,000.00	CHECK	PERSONAL CHECK #151 DEAL # 215863

CASEY G WHITE
1592 LANDER ROAD
MAYFIELD HTS OH 44124
125383

TOTAL RECEIVED: \$5,000.00
DATE-TIME: 16SEP2019 17:26
CASHIER: JACKIE
LOCATION:
CASH DRAWER:

THANK YOU FOR YOUR BUSINESS

ACCOUNTING DISTRIBUTION

CO	JOURNAL	CO	ACCOUNT	AMOUNT	CONTROL	CONTROL2
3	50	3	10050	5,000.00		
		3	11100	-5,000.00	125383	

CASH RECEIPT

DEPOSIT IS NOT REFUNDABLE UNLESS BUYER IS UNABLE TO OBTAIN FINANCING. IF THIS DEPOSIT IS IN CONNECTION WITH THE SPECIAL ORDER OF A VEHICLE NOT IN OUR POSSESSION, IT IS NOT REFUNDABLE UNLESS VEHICLE IS UNDELIVERABLE OR DELIVERED AT A HIGHER PRICE THAN QUOTED. DEPOSITS MADE BY CHECK NOT REFUNDABLE BEFORE 15 BANKING DAYS.

CUSTOMER COPY



OHIO DEPARTMENT OF PUBLIC SAFETY
BUREAU OF MOTOR VEHICLES

DEAL# 215863
CUST# 125383

APPLICATION FOR DEALER ASSIGNMENT

POWER OF ATTORNEY TO TRANSFER OWNERSHIP AND ATTESTATION OF MILEAGE AND IDENTITY FOR THE TRANSFER OF OWNERSHIP OF A VEHICLE OR WATERCRAFT TO OR FROM A MOTOR VEHICLE OR WATERCRAFT DEALER LICENSED BY CHAPTERS 4517/1547 PURSUANT TO OHIO REVISED CODE 4505.0323/1548.032 AND APPLICATION FOR CERTIFICATE OF TITLE.

ASSIGNMENT OF OWNERSHIP	
I (we) certify the vehicle or watercraft or outboard motor described in this statement was delivered on <u>09/16/2019</u> for the price of <u>\$37645.00</u>	
to: CAB EAST LLC Is Seller a Minor? <input type="checkbox"/> Yes <input type="checkbox"/> No	
TRANSFEREE'S / BUYER'S PRINTED NAME CAB EAST LLC	TRANSFEREE'S / BUYER'S PRINTED ADDRESS 3620 QUEEN PALM DR TAMPA, FL 33619

Warning to transferor and transferee (seller and buyer). You are required by law to state the true selling price. A false statement is in violation of section 2921.13 of the Ohio Revised Code and is punishable by six months imprisonment and a fine of up to one thousand dollars or both. All transfers are audited by the Department of Taxation. The seller and buyer must provide any information requested by the Department of Taxation. The buyer may be assessed any additional tax found to be due.

PICTURE ID ISSUED FROM STATE OF		OPERATOR LICENSE NUMBER OR ID NUMBER		CURRENT TITLED OWNER(S) NAME	
CONTROL NUMBER	YEAR 2019	MAKE FORD	MODEL EXPLORER	BODY TYPE UT	LENGTH
TITLE NUMBER	HP	CURRENT TITLE TYPE <input type="checkbox"/> REGULAR <input type="checkbox"/> SALVAGE <input type="checkbox"/> OFF ROAD		THIS VEHICLE WAS A (IF APPLICABLE) <input type="checkbox"/> FORMER LAW ENFORCEMENT <input type="checkbox"/> FORMER TAXI <input type="checkbox"/> FLOOD VEHICLE	
VIN / WIN / MIN 1FM5K8D85KGB04309					

Federal and State laws require that you state the mileage in connection with transfer of ownership. Failure to complete or providing false information may result in fines and / or imprisonment.

I (we) certify to the best of my (our) knowledge that the odometer now reads 0 0 3 0 4 5 NO TENTHS MILES and is the actual mileage of the vehicle unless one of the following statements is checked.

The mileage stated is in excess of the mechanical limits. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY

APPLICATION FOR CERTIFICATE OF TITLE (Type or Print in Ink) Fee of \$5.00 for failure to apply for title within 30 days of assignment.

CHECK TYPE OF APPLICATION(S):
 MOTOR VEHICLE MEMORANDUM WATERCRAFT DUPLICATE (Check One)
 OUTBOARD MOTOR SALVAGE REPLACEMENT Lost Stolen Destroyed

APPLICANT'S PRINTED NAME: **CAB EAST LLC** SSN / EIN: **38-3670462**

APPLICANT'S PRINTED STREET ADDRESS: **3620 QUEEN PALM DR** CITY: **TAMPA** ZIP CODE: **33619** COUNTY: **CUYAHOGA**

PURCHASE PRICE: \$ **37645.00** TRADE IN ALLOWANCE: \$ _____ GROSS TAX DUE: \$ _____ VENDOR'S DISCOUNT: \$ _____

TAX PAID: \$ _____ TAX EXEMPTION: YES REASON: _____ DEALER'S PERMIT NUMBER: **ND003845**

VENDOR'S NUMBER: **18-905358** CONDITION OF VEHICLE OR WATERCRAFT OR OUTBOARD MOTOR (CHECK ONLY ONE):
 GOOD FAIR POOR WRECKED

LIEN INFORMATION: If no lien, state "none". If more than one lien, attach statement of all additional liens.

LIENHOLDER PRINTED NAME / E CODE #: **HTD LEASING** ADDRESS: **P.O. BOX 105704** CITY: **ATLANTA** STATE: **GA** ZIP CODE: **30348-5704**

I (we) state that all information contained in this application is true and correct.

APPLICANT'S SIGNATURE: *[Signature]* IS APPLICANT A MINOR? YES NO

PRINTED NON PRINTED

TRANSFEREE'S / BUYER'S ACKNOWLEDGEMENT OF ABOVE ODOMETER CERTIFICATION AND/OR DUPLICATE TRANSACTIONS.

TRANSFEREE'S / BUYER'S OR APPLICANT'S PRINTED NAME: **CAB EAST LLC** TRANSFEREE'S / BUYER'S SIGNATURE: *[Signature]*

I / We, the current titled owner or applicant, appoint **NICK MAYER'S MARSHALL FORD LINCOLN** as my true and lawful attorney-in-fact to execute any and all application for assignment of Certificate of Title for the motor vehicle listed above. I attest to the above odometer reading. I warrant the title to be free of all liens.

TRANSFEROR'S / SELLER'S PRINTED NAME: **NICK MAYER'S MARSHALL FORD LINCOLN** TRANSFEROR'S / SELLER'S SIGNATURE: *[Signature]*

TRANSFEROR'S / SELLER'S PRINTED ADDRESS: **6200 MAYFIELD RD** CITY: **MAYFIELD HEIGHTS** STATE: **OH** ZIP CODE: **44124**

NOTE: All blank spaces above must be completed before acknowledgement. If not applicable, insert NA or NONE in the space provided.

Sworn to and subscribed in my presence this 16th day of September, 2019 in Cuyahoga County, State of OH

(Notary Seal)
Signature of Notary Public X My commission expires _____



CUSTOMER CASH PAYMENT AUTHORIZATION FORM
Version 4 Revised 09/11/2016

CUSTOMER INFORMATION		VEHICLE INFORMATION	
CASEY	WHITE	1FM5K8D85KGB04309	Sep-16-2019
First Name	Last Name	Vehicle Identification Number (VIN)	Sale Date

CUSTOMER MUST SELECT OPTION "A" AND/OR "B" AND SIGN BELOW
IMPORTANT CUSTOMER NOTICE

SIRIUS Satellite Radio - For vehicles equipped with the satellite option, customer information will be provided to SIRIUS Satellite Radio for purposes of providing program benefits and activation services.

INCENTIVE INFORMATION	INCENTIVE INFORMATION																														
<p>"A" Dealer Assignment (Use this section to assign payment to dealer.)</p> <p>1. I assign payment of the Customer Cash Incentive (s) to the selling dealer.</p> <p>2. I acknowledge Incentive(s) reflect as either a reduction on the Bill of Sale or Lease or as a check back to the customer or a combination thereof.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Program Number</th> <th>Dollar Amount</th> <th>Customer's Initial</th> </tr> </thead> <tbody> <tr> <td>1. 50486</td> <td>3500.00</td> <td>CGW</td> </tr> <tr> <td>2. 50488</td> <td>250.00</td> <td>CGW</td> </tr> <tr> <td>3. _____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>4. _____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>	Program Number	Dollar Amount	Customer's Initial	1. 50486	3500.00	CGW	2. 50488	250.00	CGW	3. _____	_____	_____	4. _____	_____	_____	<p>"B" Direct Payment to Customer (Use this section to obtain payment direct from Ford.)</p> <p>1. Please mail check directly to me.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Program Number</th> <th>Dollar Amount</th> <th>Customer's Initial</th> </tr> </thead> <tbody> <tr> <td>1. _____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>2. _____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>3. _____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>4. _____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>	Program Number	Dollar Amount	Customer's Initial	1. _____	_____	_____	2. _____	_____	_____	3. _____	_____	_____	4. _____	_____	_____
Program Number	Dollar Amount	Customer's Initial																													
1. 50486	3500.00	CGW																													
2. 50488	250.00	CGW																													
3. _____	_____	_____																													
4. _____	_____	_____																													
Program Number	Dollar Amount	Customer's Initial																													
1. _____	_____	_____																													
2. _____	_____	_____																													
3. _____	_____	_____																													
4. _____	_____	_____																													

Customer Declaration

1. I acknowledge that I have taken delivery of the vehicle identified above.

2. I acknowledge incentive program assignment as per the chart(s) above.

[Signature]
Customer Signature

09/16/19
Date

Dealer Declaration

I have read and understand the program rules and provisions and agree to comply with the requirements described therein. I certify that the above customer qualifies for program incentive(s). Records supporting the validity of this claim are available in this dealership for examination by Ford.

[Signature]
Authorized Dealership Signature

9-16-19
Date

Notes:

- Incentives and residual values last retrieved on Monday, September 16, 2019 at 04:53:44 PM
- Incentive programs and residual values may change daily. The information listed on this site was correct at the time it was posted.

Disclaimer:

The accuracy of the incentive benefit displayed for each program will be guaranteed, but dealers will be required to verify and ensure the vehicle and customer qualify for the program selected and meet requirements of program(s) - including but not limited to Ford Credit/Lincoln AFS-required financing and dependent program requirements.

This summary is intended for dealer use to identify potential incentives available at the time of printing and is not intended to contain the full details or restrictions of the available incentives. This summary should not be relied upon for details of incentives available and may not be inclusive of all available incentives. See dealer for complete details and restrictions for each available incentive.

© 2017 Ford Motor Company. All rights reserved. Sep-16-2019 04:54 PM EDT

Theft ID Number



Agreement No.

TPP47119

TPP81185581

THEFT PROTECTION PROGRAM LIMITED GUARANTEE AGREEMENT

Registration Page

I. Customer Information

CASEY G Last Name	WHITE First Name	MI State
1592 LANDER ROAD Address		
MAYFIELD HTS City	OH State	44124 Zip
(216) 415-4559 Phone	CGW21686@GMAIL.COM E-mail	

II. Dealer Information

Nick Mayer Ford Name	6200 Mayfield Rd, Address
Mayfield Hts City	OH State
(440) 449-1000 Phone	44124 Zip
	chad.mayer@nickmayer.org E-mail

III. Vehicle Information

2019 Year	FORD Make	EXPLORER XLT Model	1EM5K8D85KGB04309 Vehicle Identification Number (VIN)
<input checked="" type="checkbox"/> New		\$37,645.00 Vehicle Purchase Price	09/16/2019 Vehicle Purchase Date
<input type="checkbox"/> Used		\$32,896.28 Amount Financed	\$499.00 Theft Protection Program Selling Price

IV. Customer Acknowledgment

I (Warranty Holder) whose signature appears below, acknowledge that the information contained above is true and accurate. I have read the terms and conditions and I understand and agree to all the provisions herein.

Warranty Holder's Signature: Date: 09/16/2019 Dealer Signature:

THIS AGREEMENT IS A PRODUCT WARRANTY AND IS NOT INSURANCE. THE PURCHASE OF THE THEFT PROTECTION PROGRAM IS VOLUNTARY AND IS NOT A REQUIREMENT FOR THE PURCHASE, LEASE OR FINANCING OF A COVERED VEHICLE.

LIMITED GUARANTEE

Warrantor guarantees to pay the Warranty Holder the Guarantee Benefit set forth below in accordance with the terms and conditions if: (1) the Covered Vehicle is stolen; and (2) the Covered Vehicle is a Total Loss. A Covered Vehicle will be a Total Loss if the Warranty Holder's insurance company has declared the Covered Vehicle a Total Loss because the Covered Vehicle was either (i) stolen and unrecovered; or (ii) stolen, recovered and damaged beyond reasonable repair. If the Covered Vehicle is a used vehicle, then the Guarantee Benefit is the lesser of the amount indicated below or 50% of the Actual Cash Value of the Covered Vehicle on the date of loss.

Guarantee Benefit: \$5,000 Guarantee Term: 36

IF NO GUARANTEE BENEFIT AND/OR GUARANTEE TERM IS IDENTIFIED ABOVE, THE COVERED VEHICLE WILL BE ENROLLED FOR THE \$2,500 GUARANTEE BENEFIT AND 3 YEAR GUARANTEE TERM.

09/16/2019
Date
Warranty Holder's Signature: Dealer Signature:

CLAIMS PHONE: 800.579.2233 | CLAIMS EMAIL: TheftProtection@agwsinc.com TO START A CLAIM ONLINE GO TO WWW.AGWSINC.COM

Agreement Warrantor/Administrator American Guardian Warranty Services, Inc. PO Box 768 Warrenville, IL 60555 800.579.2233



Agreement No.

CPR81185580

Information Page

I. Customer Information

WHITE	CASEY G
Last Name	First Name
1592 LANDER ROAD	
Address	
MAYFIELD HTS	OH 44124
City	State Zip
(216) 415-4559	CGW21686@GMAIL.COM
Phone	Email

II. Dealer Information

Nick Mayer Ford
Name
6200 Mayfield Rd,
Address
Mayfield Hts OH 44124
City State Zip
(440) 449-1000 chad.mayer@nickmayer.org
Phone Email

III. Lienholder Information

GAB EAST LLC	HTD Leasing
Name	
3620 QUEEN PALM DR	PO Box 105704
Address	
TAMPA Atlanta GA FL 33619	
City State Zip	

IV. Vehicle and Coverage Information

2019 FORD	EXPLORER XLT	1FM5K8D85KGB04309	3,045
Year Make	Model	Vehicle Identification Number (VIN)	Current Mileage
09/16/2019	\$37,645.00	09/16/2019	\$499.00
Vehicle Purchase Date	Vehicle Purchase Price	Agreement Purchase Date	Agreement Purchase Price

Coverage: Dent & Ding Protection <input checked="" type="checkbox"/>	Agreement Term: 1 Year <input type="checkbox"/> 2 Years <input type="checkbox"/> 3 Years <input checked="" type="checkbox"/> 4 Years <input type="checkbox"/> 5 Years <input type="checkbox"/> Expiration: This Agreement ends when the Years indicated above pass from the Agreement Purchase Date.	Agreement Administrator/ Provider/Obligor: American Guardian Warranty Services, Inc. PO Box 768 Warrenville, Illinois 60555	Florida & Louisiana Administrator & Obligor: American Guardian Warranty Services of Florida, Inc. (FL License #60116) PO Box 768 Warrenville, Illinois 60555
		Wisconsin Administrator & Obligor: American Guardian Warranty Services of Wisconsin, Inc. PO Box 768 Warrenville, Illinois 60555	

V. Customer Acknowledgment

I hereby declare that the above information is correct. The Agreement that You are purchasing is between You and Administrator/Obligor. You will be notified by the Administrator if the Agreement is ineligible for coverage. You (the undersigned) have reviewed the terms of this Agreement and understand the coverage and exclusion requirements shown on the coverage pages. This Agreement is based on information You provided on this Information Page.

	09/16/2019	
Customer Signature (W/U)	Purchase Date	Selling Dealer Representative Signature

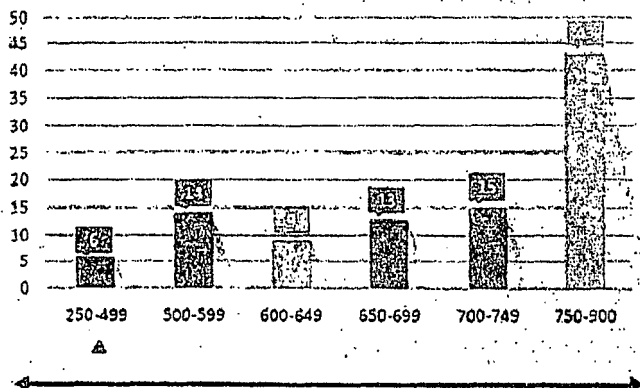
AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OF COVERED COMPONENTS

CLAIMS: 800.579.2233
 TO START A CLAIM ONLINE GO TO WWW.AGWSINC.COM

Nick Mayer Ford Lincoln /

Your Credit Score and the Price you Pay for Credit

Consumer CASEY G WHITE	Credit Score 492	Source Transunion	Date 09/16/2019
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Understanding Your Credit Score															
What you should know about your credit scores	<p>Your credit score is a number that reflects the information in your credit report.</p> <p>Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.</p> <p>Your credit score can change, depending on how your credit history and the amount you owe to creditors changes.</p>														
How we are using your credit score	Your Credit score can affect whether you get a loan and how much you will have to pay on that loan.														
The range of scores	<p>Scores range from the low of 250 to a high of 900.</p> <p>Generally, the higher your score, the more likely you are to be offered better credit terms.</p>														
How your score compares to the score of other consumers	<p style="text-align: center;">% of Consumers with Scores in a Particular Range</p>  <table border="1" style="margin-top: 10px; width: 100%; text-align: center;"> <caption>Approximate data from the bar chart</caption> <thead> <tr> <th>Score Range</th> <th>% of Consumers</th> </tr> </thead> <tbody> <tr> <td>250-499</td> <td>10</td> </tr> <tr> <td>500-599</td> <td>18</td> </tr> <tr> <td>600-649</td> <td>14</td> </tr> <tr> <td>650-699</td> <td>16</td> </tr> <tr> <td>700-749</td> <td>18</td> </tr> <tr> <td>750-900</td> <td>48</td> </tr> </tbody> </table> <p style="text-align: center;">Your Score = 492 and ranks higher than 6% of U.S. Consumers.</p>	Score Range	% of Consumers	250-499	10	500-599	18	600-649	14	650-699	16	700-749	18	750-900	48
Score Range	% of Consumers														
250-499	10														
500-599	18														
600-649	14														
650-699	16														
700-749	18														
750-900	48														

Checking Your Credit Report	
What if there are mistakes on your credit report?	<p>You have a right to dispute any inaccurate information on your credit report. If you find mistakes on your credit report, contact the consumer credit reporting agency.</p> <p>It is a good idea to check your credit report to make sure the information it contains is accurate.</p>
How can you obtain a copy of your credit report?	<p>Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once per year.</p> <p>To order your free annual credit report -</p> <ul style="list-style-type: none"> By phone: Call toll-free 1-877-322-8228 On the web: Visit www.annualcreditreport.com By mail: Mail your completed Annual Credit Report Request form (which you can obtain from the Federal Trade Commission's website at https://www.consumer.ftc.gov/articles/pdf-0093-annual-report-request-form.pdf) to: Annual Credit Report Request Services P.O. Box 105281 Atlanta, GA 30348-5281
How can you get more information?	For more information about credit reports and your rights under federal law, visit the Consumer Financial Protection Bureau's website at www.consumerfinance.gov/learnmore .

We protect your personal information. View our Privacy Policy at:
<http://consumercompliance.com/privacynotice/dealer3200666622>

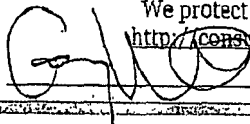
Signature: 

EXHIBIT "D"

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STATE OF OHIO,)
) SS: MAGISTRATE CHANEY
COUNTY OF CUYAHOGA.)

IN THE COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS

SARAH ANN BARRY,)
)
)
Plaintiff,)
)
-v-) Case No. **DR19 378340**
)
)
CASEY WHITE,)
)
)
Defendant.)

-0-0-0-

TRANSCRIPT OF PROCEEDINGS

DECEMBER 3, 2021

-0-0-0-

APPEARANCES:

Sarah Ann Barry, Pro Se,
on behalf of the Plaintiff;
Casey White, Pro Se,
on behalf of the Defendant.

Lois E. Zakelj
Official Court Reporter
Cuyahoga County, Ohio

1 MAGISTRATE CHANEY: The Court
2 can take notice of the Dissolution.
3 A. Judgment Entry of the Dissolution.
4 Q. On page 3, paragraph 4(B)(3) is there a
5 check mark indicating that paragraph applies to
6 the separation agreement?
7 A. I'm not sure. I don't know what you're
8 talking about.
9 Q. On page 3, paragraph 4(B), and the number
10 3, is there a check mark indicating that
11 paragraph applies to the separation agreement?
12 A. I don't know where you're talking about.
13 I don't see it in this. I don't see any check
14 boxes.
15 Q. Maybe my page number's off.
16 Page 3. I'm talking about a page in the
17 back with the stack of papers.
18 I'm sorry. Right here. Page 3 in the
19 middle of this stack. It's a different page 3.
20 Okay. There is a check mark indicating that
21 paragraph applies to the separation agreement?
22 A. Yes.
23 Q. Can you read that out loud, that section?
24 A. The parties own titled vehicles which
25 have not been divided or transferred. Sarah

1 Barry, name, shall receive the following
2 vehicles free and clear of any claims from the
3 2019 Explorer.

4 Q. It says Sarah Barry shall receive,
5 correct?

6 A. Yes.

7 Q. Does shall receive mean might receive?

8 A. No.

9 Q. Does shall receive mean Sarah will
10 receive if Casey some day gets around to it?

11 A. No.

12 Q. Did I receive the 2019 Explorer vehicle
13 free and clear of any claims?

14 A. No.

15 Q. On page 4 of 13, please read paragraph 5
16 starting with, If the vehicle's title is not,
17 out loud.

18 A. If the vehicle's title is not in the name
19 of the party to whom the vehicle is awarded, the
20 current title holder shall transfer that title
21 to the proper party as soon as the title is
22 available for transfer. If title cannot be
23 transferred immediately --

24 MAGISTRATE CHANEY: You both
25 need to slow down and speak up, okay?

1 A. If the vehicle's title is not in the name
2 of the party to whom the vehicle is awarded, the
3 current title holder shall transfer that title
4 to the proper party as soon as the title is
5 available for transfer. If title cannot be
6 transferred immediately to the party to whom the
7 vehicle is awarded, the party holding the title
8 shall make the following arrangements to obtain
9 and pay for license plates, registration, and
10 insurance.

11 Q. Was that --

12 A. Added it will be transferred to Sarah
13 Barry.

14 Q. Was the title transferred to me?

15 A. I'm not the title holder, ma'am.

16 Q. Was the title transferred to me?

17 A. I cannot answer that, ma'am. I'm not the
18 title holder.

19 MAGISTRATE CHANEY: Who's the
20 title holder?

21 THE WITNESS: Ford Leasing
22 Company.

23 Q. Did you make arrangements to obtain and
24 pay for license plates, registration and
25 insurance?

1 A. I am not the title holder, ma'am.

2 Q. That's not my question. Did you make
3 arrangements to obtain and pay for license
4 plates, registration, and insurance?

5 A. No.

6 Q. Did I receive ownership of the vehicle?

7 A. I'm not the title holder, ma'am.

8 Q. Did I receive ownership of the lease?

9 A. I'm not the title holder, ma'am.

10 Q. Who has ownership of the lease for the
11 vehicle?

12 A. Ford Credit Union.

13 Q. On page 4 of 13, sentence number 4,
14 please read it?

15 A. I don't see that, ma'am.

16 Q. Page 4.

17 A. Yes, ma'am.

18 Q. Sentence 4.

19 A. I don't see that, ma'am.

20 Q. So go to the top of the page and look
21 down four sentences.

22 A. I'm not sure what you want me to read,
23 ma'am.

24 MAGISTRATE CHANEY: While she's
25 looking that up, Mr. White, who

1 physically has the Ford car right now?

2 THE WITNESS: I believe Mr.
3 Barry and Ms. Barry have it, probably
4 in the back parking lot.

5 MAGISTRATE CHANEY: Okay. So to
6 the best of your knowledge they're
7 currently driving this Ford car?

8 THE WITNESS: That's
9 correct.

10 A. I don't know what you're asking me to
11 read, ma'am.

12 Q. Can you read 4 at the bottom of the page?

13 A. Each party shall pay and hold the other
14 harmless from any debt owing on the household
15 goods and personal property the party receives
16 unless otherwise stated in this agreement.

17 Q. Does this sentence mean that if I receive
18 the vehicle, you are no longer liable for the
19 payments and debts on the vehicle?

20 A. I'm not the title holder, ma'am, I'm not
21 sure.

22 Q. This is your agreement that you agreed
23 to.

24 A. I'm not sure what your question is,
25 ma'am.

1 Q. Does number 4 on page 4 -- okay. So does
2 sentence number 4 -- I'll read the question.
3 Does the sentence mean that if I receive the
4 vehicle you are no longer liable for the
5 payments and the debts on the vehicle?

6 A. I'm not the title holder, ma'am. I'm not
7 responsible for the debts or anything related to
8 the vehicle.

9 Q. Okay.

10 A. The vehicle is not in my name and I don't
11 have proprietary. I don't have ownership to
12 give it to anybody, I'm sorry.

13 Q. In the agreement --

14 A. Yes, I can agree I can't give you a
15 vehicle I don't own. So why it's in that
16 agreement as being an owned vehicle by me is
17 unbeknownst to me. I don't know why.

18 Q. It's also a leased vehicle. But if you
19 agreed that that was, it shall go to me, my
20 question is for you, once I received that
21 vehicle, the sentence that I pointed out,
22 correct, means you're no longer liable for the
23 payment and the debt of that vehicle once it has
24 been transferred to me.

25 A. I'm not understanding this. I don't

1 understand what it means.

2 Q. Okay. I never received the lease or the
3 title to the vehicle, correct?

4 A. I'm not sure, ma'am, I'm not the title
5 holder or lease holder.

6 Q. But according to our agreement it stands
7 to reason that until you actually transfer the
8 lease to me, the lease title and vehicle to me,
9 you're liable for the payments?

10 A. I don't own the vehicle, ma'am. I don't
11 have the title.

12 Q. So the vehicle is in your name and your
13 mother's name?

14 A. And in your possession.

15 Q. It was supposed to be transferred to me.
16 Our agreement says that you are responsible for
17 making the payments until it's transferred to
18 me.

19 A. I'm not the title holder, I cannot make
20 those payments.

21 Q. So you are never relieved from the debt
22 and obligation of the vehicle, correct?

23 A. I'm not sure, ma'am.

24 Q. Well you never delivered it to me, so
25 according to our agreement which you signed

1 under oath, you're still liable for those
2 payments and debts?

3 A. I believe that the car was repossessed,
4 ma'am. It was under repossession.

5 Q. Isn't it true until you actually transfer
6 ownership of the lease titles and vehicle to me
7 you are liable for those payments?

8 A. I'm not sure, ma'am. I'm not the title
9 owner or lease owner.

10 Q. Do you think that because you have
11 ignored those payments you are not liable for
12 the arrearage?

13 A. I'm not sure, ma'am.

14 Q. I'm asking do you think? Yes or no.

15 A. No, I'm not. I'm not responsible for
16 them.

17 Q. When the vehicle was initially leased, my
18 father paid \$5,000 as a down payment on the
19 vehicle; is that correct?

20 A. I'm not sure, ma'am.

21 Q. Did you fail to transfer the vehicle to
22 me as part of following through on your threat
23 to make my life hard and to frustrate me?

24 A. I am not title owner. I cannot transfer
25 the title.

1 Q. That was not my question.

2 A. No.

3 Q. I believe --

4 MS. BARRY: Can I grab
5 something from the evidence that's
6 already been admitted?

7 MAGISTRATE CHANEY: Yes.

8 Q. Okay. This is Exhibit 13. Could you
9 please read the three texts that you sent me on
10 this page?

11 A. I'm going to be in your life for a long
12 time. I'm going to make your life hard for a
13 long time. You are going to be flustered for a
14 few weeks.

15 Q. This was a malicious threat, right?

16 A. No.

17 Q. You followed through with it, didn't you?

18 A. No.

19 Q. The last time you were in court you
20 testified that you frequently went to your
21 parent's photo studio, correct?

22 A. Yes.

23 Q. You said you have a key to the building
24 and a gate code, correct?

25 A. I do.

Exhibit F



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Domestic Relations

MOTION TO...
December 20, 2021 10:43

Confirmation Nbr. 2430986

SARAH BARRY

DR 19 378340

vs.

Judge: LESLIE ANN CELEBREZZE

CASEY WHITE

Pages Filed: 124

**IN THE COURT OF COMMON PLEAS
DOMESTIC RELATIONS DIVISION
CUYAHOGA COUNTY, OHIO**

SARAH BARRY	)	CASE NO: DR 19 378340
Petitioner – 01,	)	JUDGE CELEBREZZE
and)	
CASEY WHITE	)	<u>MOTION TO DISMISS</u>
Petitioner – 02.)	
)	

Now comes Sarah Barry, Pro Se, and respectfully moves this Honorable Court to dismiss the Motion to Modify Spousal Support filed by Petitioner-02, Casey White, per Rule 12(b)(6).

Rule 12(b)(6) motion may be raised at any time in the proceedings before disposition on the merits.

Petitioner-2, Casey White has failed to state a claim upon which relief can be granted. His Motion to Modify Spousal Support is based on perjury, fraud and deception which was known to him prior to filing his motion.

Casey White cannot defend his motion without committing perjury. Casey White's testimony thus far has contradicted his motion. He was lying then or lying now. One way or the other his motion must fail. Transcript of pertinent parts of his testimony on December 3, 2021 are attached as Exhibit as "B".

Casey White's testimony proves Casey White has been offering perjured testimony throughout the trial.

Casey White stated under oath, he perjured the financial worksheet which was part of the Judgement Entry of Dissolution.

Then, he filed a motion and affidavit stating he reported earning \$85,000 but his income drastically declined.

Then, he testified his income did not decline, he never earned \$85,000 in his entire life.

Then, he testified his income declined from the fabricated income amount which was reported.

Then, he testified his agreement to pay support was not predicated on him earning \$85,000.

Casey White's testimony is contradictory and inconsistent. It cannot be believed.

Ohio Revised Code

Section 2921.11 Perjury.

(D) Where contradictory statements relating to the same material fact are made by the offender under oath or affirmation and within the period of the statute of limitations for perjury, it is not necessary for the prosecution to prove which statement was false, but only that one or the other was false.

Rule 12(b)(6) is appropriate since Petitioner-2, Casey White, failed to properly allege one or more of the required elements of an action. The stated elements were based on a dollar amount which was from a perjured Judgment Entry. It was dead on arrival since it was using perjured, and fraudulent facts. It is impossible for Casey White to present and defend his motion without committing more perjury. In fact, there is clear evidence of perjury within his motion and testimony thus far.

Casey White's motion to modify support was required to state a claim of specific truth and fact. His motion stated the dollar amount was "*reported*" as \$85,000, not was \$85,000. It's not sufficient to state a hypothetical fictitious element as the basis for his motion. The motion lacks the required specificity. Casey testified \$85,000 was not his income as stated.

Casey White and attorney, Oliver L. Herthneck, were aware Casey perjured his statement of income on the financial work sheet. They knew the \$85,000 could not be specifically stated in their motion. Therefore, they inserted the word "*reported*" to avoid perjury, and to deceive the

Court. However, in their attempt to avoid filing a perjured motion, they were forced to admit to a fictitious hypothetical amount which fails to state specifically a true dollar amount from which a decline of income can be calculated. It's impossible to prove a decrease of income which is required to obtain a reduction of support obligation. Their motion lacks the required detail. Their motion was fraudulent and deceptive. It did not state a true and specific dollar amount. In a motion to modify support because the income has decreased, the specific dollar amount is a material and a necessary fact.

Casey White's motion to modify spousal support is insufficient since all it does is "merely recite bare legal conclusions."

Within Casey White's motion to modify spousal support, he was required to provide, with specific details, the reason for his modification. Casey stated only that his income had dramatically decreased. He failed to state the true dollar amount from which his income decreased.

Casey White admitted the dollar amount he stated was a fabricated figment of his imagination. It is, therefore, impossible for Casey to state a claim since there is no starting dollar amount referenced or which to calculate any decrease. The dollar amount he is attempting to use is from a perjured worksheet and Court order. A perjured worksheet can not be considered by the Court. Casey White's motion is inadequate and must be denied or dismissed.

Attached as Exhibit "A" is the Motion to Modify Spousal Support which was prepared and submitted to the Court by attorney Oliver L. Herthneck, and Pro se Petitioner-2 Casey White. Since attorney Herthneck is an officer of the Court, filing a knowingly false, fraudulent, and perjured motion is egregious and is fraud on the court. Pro Se litigant Casey White is held to same standards.

There were three main elements stated in the Motion To Modify Spousal Support which were knowingly false and some deliberately deceptive, rendering the motion inadequate and lacking required detail. They are as follows:

1. *At the time of the parties' Judgment Entry on or about October 22, 2019, Petitioner-02's income was reported as being \$85,000.00.*
2. *Petitioner-02's income has dramatically changed, and such change in circumstance was neither caused by any action(s) by Petitioner-02,*
3. *nor anticipated at the time the original Judgment Entry Decree of Dissolution was filed.*

There was also an attached AFFIDAVIT which stated the elements,

1. *At the time the support obligation was calculated, my income was reported as being \$85,000;*
2. *Since the Judgment Entry dated October 22,2019 I have only been able to work part time, and have earned significantly less than the \$85,000 income;*
3. *I am currently looking for a new position but have been unable to earn anything close to \$85,000;*

To specifically identify and expose the perjury and fraud, its necessary to address each of the false statements individually.

1. *At the time of the parties' Judgment Entry on or about October 22, 2019, Petitioner-02's income was reported as being \$85,000.00.*

On December 3, 2021, Petitioner-2, Casey White, during cross examination testified and admitted the original Judgement Entry of Dissolution and attached financial statement of income was a known and deliberate lie. He admitted it was perjured.

Even though Casey knew the \$85,000 income was a lie, his attorney wrote, and Casey approved, a motion which was cleverly worded to enable wriggle room in the event their deception was exposed.

The motion states, " Petitioner-02's income was reported as being \$85,000.00." Notice the author cleverly inserts the word "reported", instead of saying, Petitioner-2's income "was" \$85,000 as stated on the financial worksheet.

This clever play on words is evidence of the author's attempt to deceive the Court into thinking the verbiage matched the language in the Judgement Entry of Dissolution, which clearly reflects Casey White stating he earns \$85,000. It's also evidenced the author knew he was being deceptive.

The Judgement Entry of dissolution states,

The Court further finds that the Petition for Dissolution of Marriage was filed on 09/09/2019, service was waived thereon pursuant to law and attached thereto was a Separation Agreement signed by the parties. A copy of the Separation Agreement is attached hereto as Exhibit A and incorporated herein as if fully rewritten.

The Court further finds, in open Court this date, the parties acknowledged that they were still in agreement as to the terms thereof and that there has been a full disclosure by each of the parties of all of his or her income, assets and liabilities. The Court further finds that the Separation Agreement is fair, just, and equitable.

The Judgement Entry of Dissolution includes Exhibits "A", and the worksheet used to compute child support and cash medical support under Ohio Revised Code, Exhibit "C", where Casey White states \$85,000 as income.

It's clear the author was aware the stated amount of \$85,000 was false but he needed to use the \$85,000 figure to justify asking the court for a reduction in support payments.

At this point the author was aware the Judgement Entry of Dissolution and financial worksheet was perjured. Yet Casey and his attorney continued to press forward with their motion using a perjured Judgement Entry as the basis of their justification to reduce support payments.

On pages 39 through 42 of attached testimony transcript, it states as follows,

Q. On page 1, the fifth paragraph starting with The Court further finds in open Court this date, can you read that out loud?

A. The Court further finds, in open Court this date, the parties acknowledged that they were still in agreement as to the terms thereof and that there has been a full disclosure by each of the parties of all of his or her income, assets, and liabilities. The Court further finds that the Separation Agreement is fair, just and equitable.

Q. Did you make a full disclosure of all income?

A. No. No, ma'am.

Q. Did you lie about your income?

A. Yes, ma'am.

Q. Did you enter into the separation agreement knowing full well you lied about your income?

A. Yes.

Q. Are you saying you knowingly and willfully entered into an agreement paying \$1,800 a month even though you were aware your income was not \$85,000 a year?

A. Yes, I am saying that.

Q. So my question is, so your agreement to pay 1,800 per month was not based on an income of 85,000 per year, correct?

A. Correct.

2. *Petitioner-02's income has dramatically changed, and such change in circumstance was neither caused by any action(s) by Petitioner-02,*

The motion was perjured and fraudulent from the beginning. There was no reduction or decrease in income. There was no decrease in income because the income was never \$85,000 in the first place. Casey further testified he never earned \$85,000 in his life.

The decrease in income was not out of Casey White's control and it was caused by his own actions. The decrease was within his control and of his actions since he admitted to deliberately and intentionally stating a higher amount than he actually earned. Therefore, at any time in the future, he could claim his earnings drastically decreased below \$85,000 to fraudulently claim a reduction or decrease, when no such decrease occurred since his income was never \$85,000 in the first place.

The reduction of income was within Casey White's control and caused by his own actions of perjury and deceit. Casey White intentionally manipulated, fabricated, and stated a higher income so in the future he could claim his income decreased when in fact it did not.

Notice Casey's motion did not state, "Casey White's income was never \$85,000 when first reported. Although Casey White never actually earned the \$85,000 as stated on the worksheet, his income has declined from what it was at that time."

Casey White's motion did not say the above because his intent was to deceive the Court. Casey could have been honest and forthcoming, but he chose to manipulate and deceive the Court.

Casey White and his attorney Herthneck had an obligation to inform the Court Casey perjured his worksheet and Judgment Entry of Dissolution. Relevant information was intentionally hidden from the Court for the purpose of causing the Court not to be able to perform its impartial task of adjudicating the case. This amounts to a deliberate fraud-on-the-Court. At the time the motion to modify support was filed, Casey White was represented by an attorney.

On pages 42 through 43 of attached testimony transcript it states as follows,

Q. This is your Motion to Modify. At the time of the parties' Judgment Entry on or about October 22nd, 2019, Petitioner-2's income was reported as being \$85,000. Petitioner-2's income has dramatically changed, and such change in circumstance was neither caused by any actions by Petitioner-2, nor anticipated at the time of the original Judgment Entry Decree of Dissolution was filed, correct? It says that?

A. It says that, yes.

Q. Your income did not drastically change though, did it?

A. No, it did not.

Q. It was never \$85,000 in the first place?

A. That's correct.

Q. So claiming a change is a lie, correct?

A. A change, it's drastically changed from what I reported it being.

Q. Your motion, the change in circumstances was neither caused by you nor anticipated, but you did cause it by lying about the amount in the first place, correct?

A. I guess, yes.

Q. The change was indeed anticipated since you were aware of the full amount stated was false from the start, correct?

A. I believe, yes.

3. *nor anticipated at the time the original Judgment Entry Decree of Dissolution was filed.*

The reduction of income was not unanticipated. In fact, it was anticipated and known in advance because the income was never \$85,000. The claim of an unanticipated reduction in income was false since there could not be an unanticipated reduction from an amount which was known to never exist.

AFFIDAVIT:

1. *At the time the support obligation was calculated, my income was reported as being \$85,000;*

Casey White's affidavit which accompanied his motion to modify support was perjured. The affidavit contains statements which were known to Casey White to be false at the time he signed and submitted his affidavit.

Notice the same clever use of inserting the word "reported". Casey knew he perjured his Financial Worksheet and Judgement Entry of Dissolution, so he deceptively used the same wording as in his motion. Surely, Casey thought if his motion is exposed as fraudulent and perjured, he can claim he never stated he earned \$85,000, he merely said his earnings were reported as \$85,000. In fact, he did exactly that. However, that excuse fails because he is using the \$85,000 figure as the starting point which to calculate a drastic reduction in income to deceive the Court into thinking his income drastically changed.

Casey White also testified the \$85,000 stated on the Support Worksheet, in his mind, was not the basis for him agreeing to pay \$1,800 per month. Based on that testimony the \$1,800 monthly payment is not predicated on actual earnings and therefore is unaffected by any decrease of income. However, Casey stated that perjured amount in his motion to meet the requirement of a "Drastic reduction in income".

On pages 42 -43 of attached testimony transcript, it states as follows,

- Q. So my question is, so your agreement to pay 1,800 per month was not based on an income of 85,000 per year, correct?
- A. Correct.
- Q. So claiming a change is a lie, correct?
- A. A change, it's drastically changed from what I reported it being.

2. *Since the Judgment Entry dated October 22,2019 I have only been able to work part time, and have earned significantly less than the \$85,000 income;*

Casey is attempting to trick the Court into believing his income declined because he was not working fulltime. He's manipulating the Court to believe if he were working fulltime as he had in the past, he would be earning \$85,000 as he stated on his perjured Judgment Entry of Dissolution worksheet.

3. *I am currently looking for a new position but have been unable to earn anything close to \$85,000;*

Casey is again manipulating his words to cause the Court to believe he is seeking a job which will pay \$85,000 like he once earned, but since he can't find such employment, he has a drastic reduction in income. Casey is determined to use and benefit from his perjured income amount of \$85,000 to create an illusion of a drastic reduction in pay to cause the Court to grant the largest possible reduction in Spousal Support.

Casey is using perjury and perpetrating a fraud on the Court and using the Court to the detriment of Sarah Barry. He's using a legal process for a fraudulent purpose, which is a crime.

Casey White and his attorney Oliver L. Herthneck filed a motion stating claims which they knew were false and could not prove. Casey White was aware to defend his motion he must present perjured testimony. Casey White was aware his motion to modify support was based on a Judgement Entry of Dissolution which was perjured.

Casey White continued, pro se, to present his perjured and fraudulent motion even after his attorney removed himself from the case. This is an egregious Fraud on the Court because Casey White used a perjured Court Judgment Entry to further use the Court to promote a known perjured, fraudulent false Motion to Modify Support intended to harm Sarah Barry.

Casey White admitted under oath to the perjury. The perjured Judgement Entry of Dissolution was used as the basis to further present a knowingly false Motion to Modify Spousal Support. Casey White's testimony is unbelievable and contradictory, and his motion is based on perjury. This Court must not allow Casey White to continue with his fraudulent and perjured Motion to Modify Support. His motion must be immediately dismissed.

Judicial rules require Courts to initially consider claims within a motion to be true. However, once the Court learns of fraud, deception, and perjury, its obligated to act. The conduct of Casey White and attorney Herthneck meet all the elements of fraud on the Court,

- (1) an intentional fraud;
- (2) by an officer of the court;
- (3) which is directed at the court itself; and
- (4) in fact deceives the court.

By failing to correct the perjured worksheet and Judgement Entry of Dissolution, and by failing to correct the false motion, and by moving forward with a motion which was based on perjury and deception, Petitioner-2 and his attorney knowingly forced fraudulent facts on the Court thereby committing fraud-upon-the-Court. Further, Casey and his attorney had an opportunity and time to correct the perjured worksheet and Judgement Entry of Dissolution, but instead chose to capitalize on the perjured dollar amount to deceptively cause the Court to believe there was a drastic decrease in income. Casey White waited until the fourth day of trial to inform the Court via cross-examination of his perjured statement of income and to inform the Court his stated income of \$85,000 was not a prerequisite condition of his agreement to pay \$1,800 per month and abide by the support agreement.

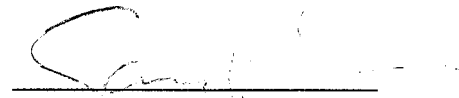
It is impossible for Casey White to prove and defend the elements in his motion.

This Court is aware of the perjury being committed by Casey White in both his motion and testimony and is obligated to intervene. Allowing this blatant conduct and this motion to continue clearly is inappropriate.

Brief, exhibits, and testimony transcript are attached as if fully rewritten herein.

WHEREFORE Petitioner-1, Sarah Barry moves this Honorable Court to dismiss Petitioner-2's Motion To Modify Spousal Support with prejudice.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Sarah Barry', is written over a horizontal line.

Sarah Barry, Pro Se
1592 Lander Road,
Mayfield Hts., Ohio 44124
(216) 972-0078

Brief

Rule 12(b)(6) - Failure to State a Claim Upon Which Relief Can Be Granted

1. Standard for Rule 12(b)(6).

a. Historically, Rule 12(b)(6) motions were disfavored. To prevail, a defendant had to establish “beyond any doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief.” *Conley v. Gibson*, 355 U.S. 41, 45-46 (1957).

b. This changed with two Supreme Court decisions, *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544 (2007) and *Ashcroft v. Iqbal*, 556 U.S. 662 (2009). No longer must a defendant prove “beyond any doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief.” Now, a plaintiff’s complaint “must contain sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’” *Iqbal*, 556 U.S. at 678 (quoting *Twombly*, 550 U.S. at 570)(emphasis added); accord *Little v. KPMG LLP*, 575 F.3d 533, 541 (5th Cir. 2009).

c. A Rule 12(b)(6) motion in any civil case is analyzed under the standard announced in *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544 (2007). *Iqbal*, 556 U.S. at 678-79. To survive a Rule 12(b)(6) motion, the plaintiff must state a claim that is “plausible on its face.”

2. Plausibility.

a. A claim is plausible on its face “when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Id.* at 678 (citing *Twombly*, 550 U.S. at 556); *Gonzales v. Kay*, 577 F.3d 600, 603 (5th Cir. 2009); *Fields v. Dep’t of Pub. Safety*, 911 F. Supp. 2d 373, 383 (M.D. La. 2012) (Jackson, J.).

b. The complaint must contain “allegations plausibly suggesting (not merely consistent with)” an entitlement to relief. *Twombly*, 550 U.S. at 557. The complaint “must contain sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’” *Iqbal*, 556 U.S. at 678 (quoting *Twombly*, 550 U.S. at 570). The facts in the Complaint must “raise a right to relief above the speculative level,” and into the “realm of plausible liability.” See *Twombly*, 550 U.S. at 555. In other words, the complaint must allege enough facts to move past possibility and on to plausibility of “entitlement to relief.” *Id.* at 558.

Determining whether a complaint states a plausible claim for relief [is]...a context-specific task that requires the reviewing court to draw on its judicial experience and common sense. But where the well-pleaded facts do not permit the court to infer more than the mere possibility of misconduct, the complaint has alleged—but it has not “show[n]”—“that the pleader is entitled to relief.”

Iqbal, 556 U.S. at 679 (quoting FED. R. CIV. P. 8(a)(2)) (internal citation omitted); see also *Gonzales*, 577 F.3d at 603 (same).

3. How detailed must the factual allegations be to survive a Rule 12(b)(6)?

a. The plaintiff must plead factual content that allows the court to draw reasonable inferences that the defendant is liable for the misconduct alleged. *Iqbal*, 556 U.S. at 678; see also *Gonzalez*, 557 F.3d at 603.

b. A complaint cannot simply “le[ave] open the possibility that a plaintiff might later establish some ‘set of [undisclosed] facts’ to support recovery.” *Twombly*, 550 U.S. at 561 (citation omitted).

c. Courts will not assume that a plaintiff can prove facts beyond those alleged in the complaint. See *Assoc. Gen. Contractors of Cal. v. Cal. State Council of Carpenters*, 459 U.S. 519, 526 (1983).

d. Plaintiff’s obligation to “provide the grounds of his entitle[ment] to relief requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do.” *Twombly*, 550 U.S. at 555 (internal quotations omitted)(citing *Papasan v. Allain*, 478 U.S. 265, 286, 106 S. Ct. 2932 (1986)). “Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice.” *Iqbal*, 556 U.S. at 678.

e. A complaint attacked by a Rule 12(b)(6) motion to not need, however, set forth detailed factual allegations (unless otherwise required such as in instances of fraud under FED. R. CIV. P. 9 or the Private Securities Litigation Reform Act (PSLRA)). Compare *Swierkiewicz v. Sorema N.A.*, 534 U.S. 506 (2002) (complaint need not contain specific factual allegations to state a prima facie case of discrimination and Rule 9(b) does not explicitly require greater pleading requirements set forth in Rule 8(a) for discrimination cases), with *Tellabs, Inc. v. Makor Issues & Rights, Ltd.*, 551 U.S. 308 (2007) (discussing heightened pleading requirements required by PSLRA to survive Rule 12(b)(6) motion).

4. Evidence

a. Fed. R. Civ. P. 12(d) specifies that, if matters outside of the pleadings are presented and not excluded by the court on a Rule 12(b)(6) or Rule 12(c) motion, the motion must be treated as a motion for summary judgment. However, not all evidence falls within this provision. *Tellabs, Inc.*, 551 U.S. at 322 (directing courts to “consider the complaint in its entirety, as well as other sources courts ordinarily examine when ruling on Rule 12(b)(6) motions to dismiss, in particular, documents incorporated into the complaint by reference, and matters of which a court may take judicial notice” (citing 5B C. WRIGHT & A. MILLER, FEDERAL PRACTICE AND PROCEDURE, § 1357 (3d ed. 2004 & Supp. 2007))).

b. Without converting a 12(b)(6) into a Rule 56 motion, the Court may consider:

- Documents attached to the complaint. Court may consider documents incorporated by reference into the complaint. See *Wolcott v. Sehelius*, 635 F.3d 757, 763 (5th Cir. 2011); *Dorsey v. Portfolio Equities, Inc.*, 540 F.3d 333, 338 (5th Cir. 2008).

- Documents attached to the motion to dismiss that are central to the claim and referenced by the complaint. *Collins v. Morgan Stanley Dean Witter*, 224 F.3d 496, 498-99 (5th Cir. 2000); see also *In re Katrina Canal Breaches Litig.*, 495 F.3d 191, 205 (5th Cir. 2007) (consideration of insurance contracts unattached to the complaint permissible where they were attached to the motions to dismiss, referred to in the complaint, and central to the plaintiffs’ claims).

- Documents that are part of the public record (such as evidence in a prior proceeding). *Davis v. Bayless*, 70 F.3d 367, 372 n.3 (5th Cir. 1995) (“Federal courts are permitted to refer to matters of public record when deciding a 12(b)(6) motion to dismiss.” (citing *Cinel v. Connick*, 15 F.3d 1338, 1343 n.6 (5th Cir. 1994))).

- Matters subject to judicial notice. *Bauer v. Texas*, 341 F.3d 352, 362 n.8 (5th Cir. 2003) (judicial notice of public court records not in dispute); *Kinnett Dairies, Inc. v. Farrow*, 580 F.2d 1260, 1277 n.33 (5th Cir. 1978) (permitting judicial notice of a court’s own records or those of the inferior courts).

5. Court Must Accepted Well-Pleaded Factual Allegations as True

a. In ruling on a Rule 12(b)(6) motion, when there are well-pleaded factual allegations, a court should assume their veracity and then determine whether they plausibly give rise to an entitlement to relief. *Iqbal*, 556 U.S. at 679 (pleadings that are “no more than conclusions . . . are not entitled to the assumption of truth”).

b. Although facts properly alleged must be construed in favor of the plaintiff, a court need “not accept as true conclusory allegations, unwarranted factual inferences, or legal conclusion.” *Gentilello v. Rege*, 627 F.3d 540, 544 (5th Cir. 2010); see also *Iqbal*, 556 U.S. at 678 (court is not required to accept mere legal conclusions as true). Thus, “conclusory allegations or legal conclusions masquerading as factual conclusions will not suffice to prevent a motion to dismiss.” *Fernandez-Montes v. Allied Pilots Ass’n*, 987 F.2d 278, 284 (5th Cir. 1993); see also *Jebaco, Inc. v. Harrah’s Operating Co., Inc.*, 587 F.3d 314, 318 (5th Cir. 2009) (allegations amounting to mere labels and conclusions or containing a formulaic recitation of the elements of the cause of action will not suffice).

c. Courts are not required to accept as true allegations contradicted by documents attached to in the complaint. *Simmons v. Peavy-Welsh Lumber Co.*, 113 F.2d 812 (5th Cir. 1940).



COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
CUYAHOGA COUNTY, OHIO

SARAH ANN BARRY,

Case No. DR19 378340

PETITIONER-01,

**ORIGINAL
COURT USE ONLY**

JUDGE LESLIE ANN CELEBREZZE

v.

OCT 22 2019

**JUDGMENT ENTRY OF DISSOLUTION
(With Children)**

CASEY WHITE,

CUYAHOGA COUNTY
CLERK OF COURTS

PETITIONER-02.

This cause came on for hearing on October 22, 2019 and was duly heard before the Honorable Leslie Ann Celebrezze, Judge of the Domestic Relations Division of the Court of Common Pleas, upon the Petition of the parties and the evidence.

The Court finds that both parties were resident(s) of the State of Ohio for more than six months immediately preceding the filing of the Petition and venue is proper in this county.

The parties were married as alleged and there is one minor child of the marriage, to wit:

Full name and Date of Birth of each child:

ADELINE WHITE 05/15/2011

The Court further finds that the Petition for Dissolution of Marriage was filed on **09/09/2019**, service was waived thereon pursuant to law and attached thereto was a Separation Agreement signed by the parties. A copy of the Separation Agreement is attached hereto as **Exhibit A** and incorporated herein as if fully rewritten.

The Court further finds, in open Court this date, the parties acknowledged that they were still in agreement as to the terms thereof and that there has been a full disclosure by each of the parties of all of his or her income, assets and liabilities. The Court further finds that the Separation Agreement is fair, just, and equitable.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the marriage contract heretofore existing between the parties is hereby dissolved and that the terms of the attached Separation Agreement are hereby ordered into execution.

DIVISION OF PROPERTY

The Court finds that the duration of the marriage is from 1/11/2010 until 10/22/2019.

Real Property

The Court finds that neither party has an ownership or leasehold interest in any real property.

Retirement Assets

The Court finds that neither Petitioner-01 nor Petitioner-02 has retirement assets earned during the marriage.

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SPOUSAL SUPPORT

The Court finds, upon considering all of the factors set forth in Ohio Revised Code §3105.18(C)(1) and in particular those specified below, that it is appropriate and reasonable for Petitioner-02 to pay spousal support to Petitioner-01. The Court finds that the following factors support this award:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Petitioner-02 shall pay spousal support to Petitioner-01 in the sum of \$1,800.00 per month, plus 2% processing charge, for a term of 60 months, commencing ~~11/07/2019~~ ^{1.7.25}. The Court shall retain jurisdiction to modify this order. Pursuant to Ohio Revised Code §3105.18(B), all payments shall terminate upon the death of either party or ~~11/07/2024~~ ^{1.7.2028}.

ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES

The Court shall not modify and/or enforce parenting orders on behalf of any parent who has not completed a court-approved parenting education program.

Shared Parenting

(Do not check this box unless you have a Shared Parenting Plan signed by both parties attached)

The Court finds that the parents have agreed to a Shared Parenting Plan and either filed the Plan timely or waive the requirement for filing said Plan 30 days in advance of the hearing, or alternatively, that at least one parent has filed a Shared Parenting Plan 30 days prior to the hearing. The Court determines said Plan to be in the best interest of the minor child(ren).

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this Judgment Entry shall constitute an **ORDER FOR SHARED PARENTING**, and the parties shall share the rights and responsibilities for the care of the child(ren) in accordance with the approved Shared Parenting Plan, attached as **Exhibit B**, which is adopted and incorporated herein.

Residential Addresses of Parents

The residence address of each parent is:

Petitioner-01: 1592 Laner Rd Cleveland, Oh 44124

Petitioner-02: 5918 Liberty Avenue, Vermilion, Oh 44089

Notice of Intent to Relocate

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each parent shall file a notice of intent to relocate if he/she intends to move to a residence other than the one specified in this order. The Notice of Intent to Relocate shall be filed on or before 60 days from the date of the intended move, or within 10 days after the relocating parent knew or should have known of the move if the

relocating parent cannot satisfy the 60 day requirement. A copy of any such notice filed with the Court shall be sent to the non-relocating party unless the box below is checked.

Pursuant to a determination made under Ohio Revised Code §3109.051(G)(1) and subject to further order of the Court Petitioner-01 and Petitioner-02 shall not be sent a copy of any relocation filed with the Court.

FEDERAL INCOME TAX

The Court finds upon considering Ohio Revised Code §3119.82, the parent(s) set forth below is/are entitled to claim the child(ren) who is/are the subject of this order as dependents for federal income tax purposes.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the following person(s) shall claim the child(ren) who is/are the subject of this order as dependents for federal income tax purposes:

Both Petitioner-01 and Petitioner-02 according to the following terms: Petitioner 01 will claim the minor child every odd number years and Petitioner 02 will claim the minor child every even numbered years

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties shall take whatever action is necessary, pursuant to the Internal Revenue Code to enable the parent who has been awarded the right to claim the children for federal income tax purposes in accordance with this order. Failure of a party to comply with the order may be considered contempt of court.

PRIVATE EDUCATION AND OTHER EXPENSES

Petitioner-01 shall pay the following expenses on behalf of the children: 50%

Petitioner-02 shall pay the following expenses on behalf of the children: 50%

CHILD(REN)'S HEALTH CARE

Extraordinary Medical Expenses

The Court finds that pursuant to Ohio Revised Code §3119.30(A), both parents are liable for the health care expenses of the child(ren) who is/are not covered by private health insurance.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Petitioner-01 pay 50% and the Petitioner-02 pay 50% of the extraordinary medical expenses of the child(ren).

Extraordinary medical expenses are any uninsured medical expenses incurred for a child during a calendar year that exceed the total cash medical support amount owed by the parents during that year, including orthodontia, dental, optical and psychological services.

Cash medical support means an amount paid in a child support order toward the ordinary medical expenses incurred during a calendar year. Ordinary medical expenses include copayments and deductibles, and uninsured medical-related costs for the children of the order. Each parent's annual cash medical support obligation is found on Line 23b of the Sole/Shared Parenting Child Support Computation Worksheet and the Split Parenting Child Support Computation Worksheet.

The parent who receives a medical bill, and/or an Explanation of Benefits (EOB), or who incurs a medical expense, shall provide the other parent the original or a copy of the bill, and/or EOB, if available,

within 30 days of the date on the bill or EOB, or a receipt, absent extraordinary circumstances. The other parent shall reimburse the parent incurring the expenses or pay directly to the health care provider, that parent's percentage share of the bill as shown above.

The following parent shall be reimbursed by the health plan administrator(s) for covered out-of-pocket medical, optical, hospital, dental or prescription expenses paid for the child(ren) subject to this order:

Name of party	<u>SARAH BARRY</u>
Address	<u>1592 LANDER ROAD</u> <u>CLEVELAND, OHIO 44124</u>
Telephone Number	<u>(216) 394-3391</u>

Private Health Insurance

The Court finds that neither parent has accessible private health insurance available at a reasonable cost to cover the minor children at the time of the issuance of this order.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that if private health insurance coverage for the children named above becomes available at a reasonable cost to the child support obligee, the child support obligee shall obtain private health insurance coverage for the child(ren) not later than 30 days after it becomes available to the child support obligee at a reasonable cost, and shall inform the Cuyahoga Job and Family Services - Office of Child Support Services (CJFS-OCSS) when private health insurance coverage for the children has been obtained.

If private health insurance becomes available to the obligor at a reasonable cost, the obligor shall inform the child support enforcement agency and may seek a modification of health insurance coverage from the court with respect to a court child support order.

CHILD SUPPORT AND CASH MEDICAL SUPPORT

The Court finds that, for purposes of this order Petitioner-02 is the child support obligor (pays support) and Petitioner-01 is the child support obligee (receives support).

The following information is provided in accordance with §3105.72 and §3121.30 of the Ohio Revised Code:

SUPPORT OBLIGEE (receives support):

Name:	<u>SARAH ANN BARRY</u>
Social Security Number:	<u>xxx-xx- 5836</u> <small>(fill in last four digits)</small>

SUPPORT OBLIGOR (pays support):

Name:	<u>CASEY WHITE</u>
Social Security Number:	<u>xxx-xx- 3159</u> <small>(fill in last four digits)</small>
Date of Birth:	<u>11/30/1986</u>

The worksheet used to compute child support and cash medical support under Ohio Revised Code §3119.022 or §3119.023 is attached hereto as **Exhibit C**.

Child Support Deviation

The Court finds that the **annual** child support obligation, as determined by the applicable worksheet, is \$7,202.81 (Line 22, Sole/Shared Parenting Child Support Computation Worksheet or Line 22, Split Parenting Child Support Computation Worksheet). The **annual** cash medical support obligation, as determined by the applicable worksheet, is \$252.58 (Line 23b, Sole Shared Parenting Child Support Computation Worksheet or Line 23b, Split Parenting Child Support Computation Worksheet)

Overnight Parenting Time

The Court finds pursuant to Ohio Revised Code §3119.231 there is extended court-ordered parenting time that:

- exceeds 90 overnights but is not more than 146 overnights (__ overnights).
- A deviation is *not* granted.
- The annual obligation would be unjust and inappropriate, and therefore, not in the best interest of the minor children. A deviation is granted for the following reasons:

Other Deviation Factors

The Court finds that pursuant to Ohio Revised Code §3119.22, §3119.23 and/or §3119.24, the annual obligation would be unjust and inappropriate and therefore not in the best interest of the minor child(ren) for the following reason(s):

Other court ordered payments

Relative financial resources, including the disparity in income between parties or households, other assets, and the needs of each parent

Significant in-kind contributions from a parent, including, but not limited to, direct payment for lessons, sports equipment, schooling, or clothing

Standard of living and circumstances of each parent and the standard of living the child would have enjoyed had the marriage continued or had the parents been married

The child support order deviates downward from the annual obligation by \$7,202.81.

The cash medical support order deviates downward from the annual obligation by \$252.58

Monthly Child/Cash Medical Support Obligation

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the child support obligor shall pay child support and cash medical support to the child support obligee, and/or his/her assignee(s), for the minor child(ren) named above in the following sum:

\$0.00 per month (\$0.00 per month per child) as child support plus
\$0.00 per month (\$0.00 per month per child) as cash medical support,
for a total of \$0.00 per month.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this order for child support and cash medical support is effective NOVEMBER 7, 2019.

Duration and Termination of Child/Cash Medical Support

The duty of support shall continue until further order of Court or until the above-named child(ren) reach(es) age 18 or so long as the child(ren) continuously attend(s), on a full-time basis, any recognized and accredited high school, however, no later than age 19, or as otherwise provided in Ohio Revised Code §3119.86.

The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the CJFS-OCSS of any reason for which the child support order should terminate, including but not limited to the child's death, marriage, emancipation (age 18 or high school completion/termination), enlistment in the Armed Services, deportation or change of legal custody. A willful failure to notify the CJFS-OCSS is contempt of court.

Temporary Support Arrearage/Overpayment

The Court finds that there are no arrearages/overpayments under temporary support orders, including but not limited to: spousal support, child support or cash medical support, and uncovered health care expenses.

Monthly Payment of Support

The support obligor shall pay \$1,800.00 per month, plus 2% processing charge. This amount includes all applicable child support, spousal support, cash medical support, and payment toward arrearage.

All support under this order shall be withheld or deducted from the income or assets of the support obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with Chapters 3119., 3121., 3123., and 3125. of the Ohio Revised Code or a withdrawal directive issued pursuant to sections 3123.24 to 3123.38 of the Ohio Revised Code and shall be forwarded to the obligee in accordance with Chapters 3119., 3121., 3123., and 3125. of the Ohio Revised Code.

Payments shall be made in the manner ordered by the Court. If payments are to be made other than on a monthly basis, the required monthly administration by the CJFS-OCSS does not affect the frequency or the amount of the support payments to be made under the order.

All support shall be paid through Ohio Child Support Payment Central (OCSPC), P.O. Box 182372, Columbus, Ohio 43218-2372. Any payments not made through OCSPC shall not be considered as payment of support. Checks or money orders shall be made payable to "OCSPC". Cash payments to OCSPC may be made at the Cuyahoga County Treasurer, Cashier's Department, Cuyahoga County Administrative Headquarters, 2079 East 9th Street – 1st Floor, Cleveland, Ohio 44115. All payments shall include the following: Obligor's name, Social Security Number, SETS case number and Domestic Relations Court case number. **If there is to be a withholding/deduction order, the support obligor shall make payments directly to OCSPC until the income source/financial institution begins withholding/deducting in the appropriate amount.**

Method to Secure Support Payments

The Court finds that the support obligor receives income from an income source or has nonexempt funds on deposit in an account at a financial institution.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that a withholding or deduction notice shall issue to:

INCOME SOURCE/

FINANCIAL INSTITUTION: LIGHT GOV, LLC

ADDRESS: 839 SOUTHWESTERN RUN, SUITE 1
YOUNGSTOWN, OHIO 44514

If withholding from a financial account, the support obligor shall immediately notify the CJFS-OCSS of the number and description of the account from which support shall be deducted, and the name, branch, business address and routing number of the financial institution if not set forth above.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the support obligor immediately notify the CJFS-OCSS, in writing, of any change in employment (including self-employment), receipt of additional income/monies or termination of benefits. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer. The support obligor shall immediately notify the CJFS-OCSS of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

NOTICES AND GENERAL INFORMATION

The health insurance obligor(s) shall provide private health insurance and shall designate the child(ren) subject to this order as (a) covered dependent(s) under the private health insurance policy, contract or plan.

The parent(s) ordered to provide private health insurance for the child(ren), pursuant to Ohio Revised Code §3119.30, shall no later than 30 days after the issuance of the order supply the other parent with information regarding the benefits, limitations and exclusions of the health insurance coverage, copies of any insurance forms necessary to receive reimbursement, payment or other benefits under the health insurance coverage and a copy of any necessary insurance cards.

The health plan administrator(s) of the health insurance obligor(s) may continue making payments for medical, optical, hospital, dental or prescription services directly to any health care provider in accordance with the applicable private health insurance policy, contract or plan.

The employer(s) of the health insurance obligor(s) is/are required to release to the other parent, any person subject to an order issued under §3109.19 of the Ohio Revised Code, or the CJFS-OCSS, on written request, any necessary information on the private health insurance coverage, including the name and address of the health plan administrator and any policy, contract or plan number, and to otherwise comply with Ohio Revised Code §3119.32 and any order or notice issued under this section.

If the person(s) required to obtain private health insurance coverage for the child(ren) subject to this child support order obtain(s) new employment, the CJFS-OCSS shall comply with the requirements of §3119.34 of the Ohio Revised Code, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the child(ren) in private health insurance coverage provided by the new employer.

The child support obligor and the child support obligee shall comply with the request of the CJFS-OCSS in advance of an administrative review of a support order to provide the following: copy of federal income tax return from the previous year, copy of all pay stubs within the preceding 6 months, copy of all other records evidencing the receipt of any other salary, wages or compensation within the preceding 6 months and, if the child support obligor is a member of the uniformed services and on active military duty, a copy of the child support obligor's Internal Revenue Service Form W-2, "Wage and Tax Statement," and a copy of a statement detailing the child support obligor's earnings and leave with the uniformed services. The child support obligor and the child support obligee shall also provide a list of available group health insurance and health care policies, contracts and plans and their costs, the current health insurance or health care policy, contract or plan under which the child support obligee and/or obligor is/are enrolled and their costs, including any Tricare program offered by the United States Department of Defense available to the child support obligee, and any other information necessary to properly review the child support order.

Upon receipt of notice by the CJFS-OCSS that private health insurance coverage is not available at a reasonable cost, cash medical support shall be paid in the amount as determined by the child support computation worksheet in §3119.022 or §3119.023 of the Ohio Revised Code, as applicable. The CJFS-OCSS may change the financial obligations of the parties to pay child support in accordance with the terms of the Court order and cash medical support without a hearing or additional notice to the parties.

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER.

IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY. YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT. HEALTH CARE PROVISIONS. OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVERS LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.

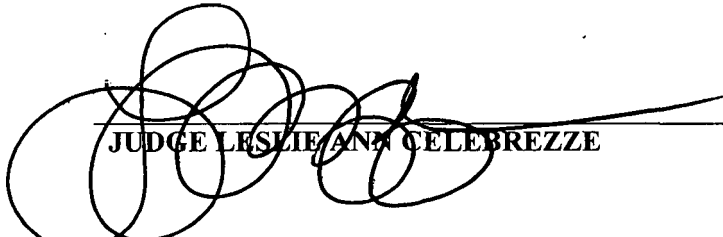
Failure to comply with this support order can result in a contempt action; and, as provided in Ohio Revised Code §2705.05, the penalty for which may be imprisonment for not more than 30 days in

jail and/or fine of not more than \$250.00 for a first offense, not more than 60 days in jail and/or fine of not more than \$500.00 for a second offense, and not more than 90 days in jail and/or not more than \$1,000.00 fine for a third or subsequent offense.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all restraining orders previously issued by this Court are hereby dissolved and set aside.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this proceeding shall be paid by both Petitioner-01 and Petitioner-02 equally.

IT IS SO ORDERED.



JUDGE LESLIE ANN CELEBREZZE

MAGISTRATE



SARAH ANN BARRY, PETITIONER-01



CASEY WHITE, PETITIONER-02


PRO SE
ATTORNEY FOR PETITIONER-01

PRO SE
ATTORNEY FOR PETITIONER-02

RECEIVED FOR FILING

OCT 22 2019

CUYAHOGA COUNTY
CLERK OF COURTS
By:  Deputy

DDR JOURNAL DEPARTMENT
COSTS: P D S
Dissolution w/cw


IN THE COURT OF COMMON PLEAS
Domestic Relations Division
Cuyahoga COUNTY, OHIO

Sarah Barry
 Plaintiff/Petitioner 1
1592 Lander RD
 Street Address
Mayfield Hts. OH 44124
 City, State and Zip Code

Case No. _____

Judge: LESLIE ANN CELEBREZZE
 DR 19 378340

and

Magistrate _____

Casey White
 Plaintiff/Petitioner 2
1592 Lander RD
 Street Address
Mayfield Hts. OH 44124
 City, State and Zip Code

Instructions: This form is used to present an agreement to the Court regarding spousal support, the division of personal property, real estate, and debts resulting from the termination of marriage. If the parties have any minor child(ren), child(ren) with disabilities, or you or the Spouse are/is pregnant, a Shared Parenting Plan (Uniform Domestic Relations Form 17) or Parenting Plan (Uniform Domestic Relations Form 18) must be attached.

SEPARATION AGREEMENT

The parties, Sarah Barry, (name), and Casey White, (Spouse's name), state the following.

- The parties were married to one another on 01-11-2010 (date of marriage) in Willoughby, Ohio (city or county, and state), and request that the termination of marriage be the date of final hearing or as specified: _____
- The parties intend to live separate and apart.
- Each party has made full and complete disclosure to the other of all marital property, separate property, and any other assets, debts, income, and expenses.
- Neither party has knowledge of any other property and debts of any kind in which either party has an interest.

Supreme Court of Ohio
 Uniform Domestic Relations Form - 16
SEPARATION AGREEMENT
 Approved under Ohio Civil Rule 84
 Amended: March 15, 2016

Exhibit A

HC

5. Each party has had the opportunity to value and verify all marital property, separate property, and debts.
6. A party's willful failure to disclose may result in the Court awarding the other party three times the value of the property, assets, income, or expenses that were not disclosed by the other party.
7. This Agreement addresses spousal support, property, and debt division.
8. This written Agreement is the complete agreement of the parties.
9. There are no other representations, agreements, statements, or prior writings that shall have any effect on this Agreement.
10. Each party fully understands the Agreement and has knowingly and voluntarily signed the Agreement.
11. No change to the terms of this Agreement shall be valid unless in writing and knowingly and voluntarily signed by both parties.

The parties agree as follows:

FIRST: SEPARATION

The parties shall live separate and apart. Neither party shall interfere with the activities, personal life, or privacy of the other; harass the other, nor engage in any conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

SECOND: PROPERTY

Marital property as defined in R.C. 3105.171 is property owned by either or both spouses and property in which either spouse has an interest in the property. Separate property as defined in R.C. 3105.171 is real or personal property that was inherited, acquired by one spouse prior to the date of marriage, acquired after a decree of legal separation under R.C. 3107.17, excluded by a valid antenuptial agreement, compensation for personal injury, except for loss of marital earnings and compensation for expenses paid from marital assets, or any gift of property that was given to only one spouse. If separate property is involved, the owner should consider consulting an attorney. The party not receiving the separate property waives all interest in the property.

A. Real Estate (select one):

Real estate includes lands, mortgaged properties, buildings, fixtures attached to buildings, attached structures (for example, garage, in-ground pool), condominiums, time shares, mobile homes, natural condition stakes (for example, gas, oil, mineral rights, existing soil, including trees and landscape), and inheritance rights in real estate. The property's legal description is on the deed or mortgage papers.

1. The parties do not own any real estate.

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2. Marital Real Estate

The parties owned real estate in one or both of their names and agree to award it as follows. A legal description of the property must be attached. (Attach a copy of the property's deed or mortgage papers.)

Location of Property	Awarded to
_____	_____
_____	_____
_____	_____

3. Each party shall pay and hold the other harmless from any debt owing on real estate the party receives unless otherwise stated in this Agreement.

4. Other debt payment arrangements, including refinancing: _____

If the real estate is not in the name of the party to whom it is awarded, the parties shall make arrangements to transfer the property to the proper party as soon as possible.

B. Titled Vehicles (select one):

Titled vehicles include boats, trailers, automobiles, motorcycles, trucks, mobile homes, golf carts, motor scooters, sport utility vehicles (SUV), recreational vehicles (RV), all purpose vehicles (APV). Provide vehicle model, make, year, and serial number for all titled vehicle(s) that will be transferred.

8/26/21

- The parties do not own any titled vehicle(s) in either party's name.
- The titled vehicle(s) has/have already been divided or transferred, including all rights, title and interest in the vehicle(s) and is/are in the possession of the proper party. The parties are satisfied with the division.
- The parties own titled vehicle(s) which has/have not been divided or transferred.

Jacob Barry (name) shall receive the following vehicle(s), free and clear of any claims from the 2019 Explorer (Spouse's name): Casey White

and _____ (Spouse's name) shall receive the following vehicle(s), free and clear of any claims of the _____ (name): _____

HC

4. Each party shall pay for and hold the other harmless from any debt owing on the titled vehicle(s)
The party receives unless otherwise stated in this Agreement.

5. Other debt payment arrangements regarding titled vehicle(s): 0.00%

If the vehicle's title is not in the name of the party to whom the vehicle is awarded, the current title holder shall transfer that title to the proper party as soon as the title is available for transfer. If title cannot be transferred immediately to the party to whom the vehicle is awarded, the party holding the title shall make the following arrangements to obtain and pay for license plates, registration, and insurance: will be transferred to Sarah Derry

C. Household Goods and Personal Property (select one):

Household goods and personal property include appliances, tools, air conditioner window units, doghouses, lawn mowers, riding lawn mowers, above ground pools, safety deposit boxes, jewelry, furniture, refrigerators, silverware, collections, china, and books.

1. The household goods and personal property are already divided and in the possession of the proper party. The parties are satisfied with the division.

2. The parties have household goods and personal property which have not been divided.
0.00% _____ (name) shall have the following: _____

and _____ Spouse's name) shall have the following: _____

3. Delivery or pick-up of household goods and personal property shall be as follows: _____

4. Each party shall pay for and hold the other harmless from any debt owing on the household goods and personal property the party receives unless otherwise stated in this Agreement.

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5. Other debt arrangements regarding household goods and personal property: _____

The parties shall make arrangements to transfer possession of the household goods and personal property to the proper party as soon as possible.

D. Financial Accounts (select one):

Financial accounts include checking, savings, certificates of deposit, money market accounts, medical or health savings accounts, education or college saving plans (for example, 529 Plan) and trusts.

1. The parties do not have any financial accounts.
2. The parties have financial accounts and agree the accounts are already divided and in the name of the proper party. The parties are satisfied with the division.
3. The parties have financial accounts which are not divided.

_____ (name) shall receive the following:

Institution	Current Name(s) on Account	Type of Account
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____

and _____ (Spouse's name) shall receive the following:

Institution	Current Name(s) on Account	Type of Account
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____

4. Each party shall pay for and hold the other harmless from any debt owing on the financial accounts the party receives unless otherwise stated in this Agreement.

5. Other arrangements regarding financial accounts: _____

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The parties shall make arrangements to transfer the financial accounts to the proper party as soon as possible.

E. Stocks, Bonds, Securities, and Mutual Funds (select one):

1. The parties do not have any stocks, bonds, securities, or mutual funds.
2. One or both parties has/have stocks, bonds, securities, or mutual funds which are already divided and in the name of the proper party. The parties are satisfied with the division.
3. One or both parties has/have stocks, bonds, securities, or mutual funds which are not divided.

_____ (name) shall receive the following:

Institution	Current Name(s) on Account	Number of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____

and _____ (Spouse's name) shall receive the following:

Institution	Current Name(s) on Account	Number of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Each party shall pay for and hold the other harmless from any debt owing on the stocks, bonds, securities, or mutual funds the party receives unless otherwise stated in this Agreement.
5. Other arrangements regarding the stocks, bonds, securities, or mutual funds:

The parties shall make arrangements to sell or transfer the stocks, bonds, securities, or mutual funds to the proper party as soon as possible.

F. Business Interests (select one):

1. The parties do not have any business interests.
2. One or both parties has/have business interests and which are already divided and in the name of the proper party. The parties are satisfied with the division.

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3. One or both parties has/have business interests which have not been divided.

_____ (name) shall receive the following:

Name of Business	Ownership Interest
_____	_____
_____	_____
_____	_____

and _____ (Spouse's name) shall receive the following:

Name of Business	Ownership Interest
_____	_____
_____	_____
_____	_____

4. Each party shall pay for and hold the other harmless from any debt owing on the business interests the party receives unless otherwise stated in this Agreement.

5. Other arrangements regarding business interests: _____

The parties shall make arrangements to transfer the business interests to the proper party as soon as possible.

G. Pension, Profit Sharing, IRA, 401(k), and Other Retirement Plans (select one):

1. The parties do not have any pension, profit sharing, IRA, 401(k), or other retirement plans.
2. The pension(s), profit sharing, IRA, 401(k), or other retirement plans are already divided and in the proper party's name. The parties are satisfied with the division.
3. The parties have pension(s), profit sharing, IRA, 401(k), or other retirement plans which have not been divided.

_____ (name) shall receive the following:

Company	Name(s) on Plan	Amount/Share
_____	_____	_____
_____	_____	_____
_____	_____	_____

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and _____ (Spouse's name) shall receive the following:

Company	Name(s) on Plan	Amount/Share
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Each party shall pay for and hold the other harmless from any debt owing on the pension(s), profit sharing, IRA, 401(k), or other retirement plans received unless otherwise stated in this Agreement.

5. Other arrangements regarding pension(s), profit sharing, IRA, 401(k), or other retirement plans:

The parties shall make arrangements to transfer interest in the pension(s), profit sharing, IRA, 401(k), or other retirement plans to the proper party as soon as possible.

A Qualified Domestic Relations Order (QDRO) or Division of Property Order (DOPO) may be necessary to divide some of these assets. If so, the QDRO and DOPO will be prepared by:

and submitted to the Court within 90 days after the final hearing. Expenses of preparation shall be paid as follows: _____

The Court retains jurisdiction to interpret and enforce the terms of the documents of transfer.

H. Life Insurance Policies (select one):

1. The parties do not have any life insurance policy(ies) with a cash value.
2. The parties have life insurance policy(ies) and agree the cash value of all life insurance policy(ies) has/have already been divided. The parties are satisfied with the division.
3. The parties' life insurance policy(ies) has/have not been divided.
_____ (name) shall receive the following policy(ies), free and clear of any claims of the _____ (Spouse's name):

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and _____ (Spouse's name) shall receive the following policy(ies), free and clear of any claims of the _____ (name):

4. Each party shall pay for and hold the other harmless from any debt owing on the life insurance policy(ies) the party receives unless otherwise stated in this Agreement.

5. Other arrangements regarding life insurance policy(ies): _____

The parties shall make arrangements to transfer interest in the life insurance policy(ies) to the proper party as soon as possible.

1. Other Property (select one):

1. The parties do not have any other property.

2. The property shall be awarded as follows:

Description of Property

To Be Kept By

- _____
(name)
- _____
(Spouse's name)
- _____
(Other)
- _____
(name)
- _____
(Spouse's name)
- _____
(Other)
- _____
(name)
- _____
(Spouse's name)
- _____
(Other)
- _____
(name)
- _____
(Spouse's name)
- _____
(Other)

3. Each party shall pay for and hold the other harmless from any debt owing on the property the party receives unless otherwise stated in this Agreement.

HC

4. Other arrangements regarding the property above: _____

The parties shall make arrangements to transfer interest in the property listed above to the proper party as soon as possible.

THIRD: DEBTS (select one):

The parties do not have any debts.

Each party shall pay all debts incurred by him or her individually and in their individual name and shall hold the other party harmless for these debts.

The parties have the following debts and have agreed to the payment of all debts owed, and agree to hold the other party harmless on those debts, as follows:

Creditor	Purpose of Debt	Balance	Who Will Pay
_____	_____	_____	<input type="checkbox"/> _____ (name)
_____	_____	_____	<input type="checkbox"/> _____ (Spouse's name)
_____	_____	_____	<input type="checkbox"/> _____ (name)
_____	_____	_____	<input type="checkbox"/> _____ (Spouse's name)
_____	_____	_____	<input type="checkbox"/> _____ (name)
_____	_____	_____	<input type="checkbox"/> _____ (Spouse's name)
_____	_____	_____	<input type="checkbox"/> _____ (name)
_____	_____	_____	<input type="checkbox"/> _____ (Spouse's name)

Bankruptcy (select one):

The Court will retain jurisdiction to enforce payment of debt obligations, in the event a party files bankruptcy, including, but not limited to, the ability to determine the debt assigned is in the nature of maintenance, necessity or support and is therefore nondischargeable in bankruptcy, and/or making a future spousal support order, regardless of the spousal support order set forth below under **FOURTH: SPOUSAL SUPPORT**.

Nothing in this order shall prevent the Plaintiff and Defendant from being fully discharged from the debts allocated in this order in a bankruptcy proceeding except for any orders expressly for

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spousal support and the following debts: _____

Neither party shall incur liabilities against the other party in the future and each shall pay any debt incurred by him or her individually after the date of this agreement.

FOURTH: SPOUSAL SUPPORT

A. Spousal Support Not Awarded

Neither _____ (name) nor _____ (Spouse's name) shall pay spousal support to the other. The Court shall not retain jurisdiction to modify spousal support, except as set forth above under **THIRD: DEBT**.

B. Spousal Support Awarded

_____ (name) Casey White
(Spouse's name) shall pay spousal support to SARAH BARRY
(Spouse's name) in the amount of \$ ~~1800.00~~ 1800.00 per month plus 2%
processing charge for a total of \$ 1836.00 per month, commencing on
1.7.20 ~~1.7.2024~~ and due on the 7th day of the month. This spousal support
shall continue indefinitely for a period of 1.7.2024
1.7.25

C. Method of Payment of Spousal Support (select one):

If there are no child(ren), the spousal support payment shall be made directly to the _____ (name)
 _____ (Spouse's name).
 The spousal support payment, plus 2% processing charge, shall be made to the Ohio Child Support Payment Central, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the Cuyahoga County Child Support Enforcement Agency by income withholding at the spouse's place of employment.

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W The Court shall not retain jurisdiction to modify spousal support.

The Court shall retain jurisdiction to modify the amount duration of the spousal support Order.

D. Termination of Spousal Support

This spousal support shall terminate sooner than the above stated date upon the Plaintiff's or the Defendant's death or in the event of the following (check all that apply):

- The cohabitation of the person receiving support in a relationship comparable to marriage.
- The remarriage of the person receiving support.
- Other (specify): _____

HC

E. Deductibility of Spousal Support for All Tax Purposes (select one):

~~CEASE~~
 The spousal support paid shall be deducted from income to the person paying the support and included in income by the person receiving the support.

The spousal support paid shall be included in income of the person paying the support.

F. Other orders regarding spousal support (specify): _____

G. Arrearage

Any temporary spousal support arrearage will survive this judgment entry.

Any temporary spousal support arrearage will not survive this judgment entry.

Other: _____

FIFTH: NAME

_____ shall be restored to the prior name of: _____

SIXTH: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES, PARENTING TIME, CHILD SUPPORT AND HEALTH CARE

The parties do not have child(ren) subject to the jurisdiction of the Court.

The parties have minor child(ren) subject to the jurisdiction of the Court, and a Parenting Plan or Shared Parenting Plan is attached.

SEVENTH: OTHER

The parties agree to the following additional matters: _____

EIGHTH: NON-USE OF OTHER'S CREDIT

From now on, neither party shall incur any debt or obligation upon the credit of the other or in their joint names. If a party incurs such a debt or obligation that party shall repay, indemnify, and hold the other harmless as to any such debt or obligation. All joint credit card accounts shall be immediately cancelled, and the cards shall be immediately destroyed.

NINTH: INCORPORATION INTO DECREE/EFFECTIVENESS OF AGREEMENT

If one or both of the parties institute or have instituted proceedings for dissolution, divorce, or separation, this Agreement shall be presented to the Court with the request that it be adjudicated to be fair, just, and proper, and incorporated into the decree of the Court.

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TENTH: PERFORMANCE OF NECESSARY ACTS

Upon execution and approval of this Agreement by the Court, each party shall deliver to the other party, or permit the other party to take possession of all items of property to which each is entitled under the terms of this Agreement, and shall make all periodic payments required under the terms of this Agreement.

Upon failure of either party to execute and deliver any deed, conveyance, title, certificate or other document or instrument to the other party, an order of the Court incorporating this Agreement shall constitute and operate as a properly executed document, and the County Auditor, County Recorder, Clerk of Courts and/or all other public and private officials shall be authorized and directed to accept a properly certified copy of a court order incorporating this Agreement, a properly certified copy of the Agreement or an order of the Court in lieu of the document regularly required for the conveyance or transfer.

ELEVENTH: SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall continue in full force and effect.


TWELFTH: APPLICABLE LAW

All of the provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

THIRTEENTH: MUTUAL RELEASE

Except as otherwise provided, the parties do release and forever discharge each other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may have or assert against the other upon or by reason of any matter or cause to the date of the execution of this Agreement.

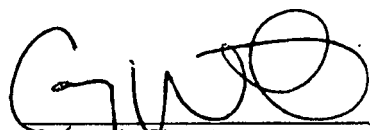
Each party waives all rights of inheritance and the right to share in the estate of the other, and waives all rights which would otherwise be available as a surviving spouse, except payments or rights included in this Agreement.



My Signature

08-22-2019

Date



Spouse's Signature

08/02/2019

Date

HC

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
CUYAHOGA COUNTY, OHIO

Sarah Barry
PLAINTIFF/PETITIONER-01

Judge: LESLIE ANN CELEBREZZE

DR 19 378340

JUDGE: _____

vs.

Casey White
DEFENDANT/PETITIONER-02

SHARED PARENTING PLAN

We, the parents, Sarah Barry, Plaintiff/Petitioner-01 and Casey White, Defendant/Petitioner-02, have 1 (number) children from the marriage as follows:

<u>Names of Children</u>	<u>Date(s) of Birth</u>
<u>Adeline White</u>	<u>5-15-2011</u>
_____	_____
_____	_____

The parents agree to the care, parenting, and control of their children as provided in this Shared Parenting Plan.

I. PARENT'S RIGHTS AND RESPONSIBILITIES

Each parent shall:

- Have the right to participate in major decisions concerning the children's health, social situations and interactions, morals, welfare, education, and economic environment.
- Have the right to reasonable telephone contact with the children when they are with the other parent.
- Have the right to participate in the selection of doctors, psychologists, psychiatrists, hospitals, and other health care providers for the children.
- Have the right to authorize medical, surgical, hospital, dental, institutional, psychological and psychiatric care for the children and obtain a second opinion regarding medical conditions or treatment.
- Have the right to be notified in case of an injury to or illness of the children.
- The right to be present with the children at medical, dental and other health-related examinations and treatments, including, but not limited to psychological and psychiatric care.
- Have the right to inspect and receive the children's medical and dental records and the right to consult with any treating physician, dentist and/or other health care provider, including but not limited to psychologists and psychiatrists.

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- H. Have the right to consult with school officials concerning the children's welfare and educational status, and the right to inspect and receive the children's student records to the extent permitted by law.
- I. Have the right to receive copies of all school reports, calendars of school events, notices of parent-teacher conferences, and school programs.
- J. Have the right to attend and participate in parent-teacher conferences, school trips, school programs, and other school activities regardless of when any such event occurs.
- K. The right to attend and participate with the children in athletic programs and other extracurricular activities.
- L. Take all measures necessary to foster respect and affection between the children and the other parent.
- M. Neither parent shall do anything that may estrange the children from the other parent, or impair the children's high regard for the other parent.
- N. Have the right to monitor the use of the children's social media use and discuss use with the other parent.

II. ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES

Residential Addresses of Parents

The residence address of each parent is:

Plaintiff/Petitioner-01: 1592 Lander Road
Marysville MS OH 44129

Defendant/Petitioner-02: 1592 Lander Rd
Marysville MS OH 44129

Notice of Intent to Relocate

Each parent shall file a notice of intent to relocate if he/she intends to move to a residence other than the one specified in this order. The Notice of Intent to Relocate shall be filed on or before 60 days from the date of the intended move, or within 10 days after the relocating parent knew or should have known of the move if the relocating parent cannot satisfy the 60 day requirement. A copy of any such notice filed with the Court shall be sent to the non-relocating parent unless the box below is checked.

Pursuant to a determination made under Ohio Revised Code §3109.051(G)(2) and subject to further order of the Court Plaintiff/Petitioner-01 Defendant/Petitioner-02 shall not be sent a copy of any relocation filed with the Court.

Residential Placement of the Children

Both parents have shared parenting of the children as specified in this Plan. Each parent, regardless of where an individual child is residing at a particular point in time, as specified in this Plan, is the "residential parent", "the residential parent and legal custodian", or the "custodial parent" of that child.

Both parents agree to not move outside of _____ County or its contiguous counties.

-or-

Both parties agree to not move more than _____ miles from their current residence.

-or-

Both parties agree that there is no restriction as to where each parent may reside.

School Designation

The following parent shall be designated the residential parent for PUBLIC school enrollment purposes for the subject minor children as follows:

<u>Name of Children</u>	<u>Date(s) of Birth</u>	<u>Residential Parent for School Purposes</u>
<u>Adeline White</u>	<u>08-15-2011</u>	<u>Sarah Barry</u>
_____	_____	_____
_____	_____	_____

The following parent shall be designated the residential parent for PRIVATE school enrollment purposes for the subject minor children as follows:

<u>Name of Children</u>	<u>Date(s) of Birth</u>	<u>Residential Parent for School Purposes</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
_____	_____	_____
_____	_____	_____

The parents shall divide the costs for private school tuition and fees as follows unless they otherwise agree:

50 % shall be paid by Plaintiff/Petitioner-01.

50 % shall be paid by Defendant/Petitioner-02.

Neither parent shall transfer the children to another child care provider, public school system or a private school without first obtaining the other parent's express written consent or prior Court approval.

Schoolwork

Parents shall provide time for the children to study, complete homework assignments, papers, or other school assigned projects, even if the completion of this work interferes with the parent's plans with the children. Parents shall inform each other of the school work which must be completed during the other parent's parenting time.

Contact Information and Parental Access

Current Contact Information. Except as otherwise ordered by the Court, each parent shall keep the other informed of his or her current address and telephone number at all times. Any change of address or phone number shall be reported to the other parent within 48 hours.

Communication. Both parents have the right to contact the children at reasonable times with reasonable frequency when the children are with the other parent. Contact includes phone calls and all other electronic communication, including email, texting, Skype, Facetime, videoconferencing and social networking. The children may contact, whether by phone or by other electronic device, either parent at any and all reasonable times as the children wish.

- Communication between the parents shall be as follows: *(check all that apply)*
- In person
 - By telephone
 - By text
 - By email
 - Other: _____

Reasonable frequency of telephone contact between the non-possessory parent and child during the possessory parent's parenting time shall be reasonable, defined as once per day, or as the parents agree. Phone calls shall be reasonable in duration and not disruptive to the parent with the children. The other parent shall not participate in these calls. If the children are not available when the parent calls, the parent with the children shall have them return the other parent's call as soon as possible.

Records Access Notice. Pursuant to sections 3109.051(H) and 3319.321(B)(5)(a) of the Revised Code, subject to sections 3125.16 and 3319.321(F) of the Revised Code, each parent is entitled to access to any record that is related to the children, under the same terms and conditions as the other parent unless otherwise restricted.

Each parent shall be responsible for getting records and reports directly from the child care facility, school or medical care provider. The parents shall cooperate with each other in sharing information related to the education, health and welfare of the children and they shall sign any necessary documentation to ensure that each parent has access to said records.

Child Care Access Notice. Pursuant to section 3109.051(I) of the Revised Code in accordance with section 5104.11 of the Revised Code, each parent is entitled to access to any child care center that is or will be attended by the children unless otherwise restricted.

School Activities Access Notice. Subject to section 3319.321(F), each parent is entitled to access to any student activity that is related to the children and to which the residential parent is legally provided access, under the same terms and conditions as the residential parent. Any school employee or official who

knowingly fails to comply with this school activities access order is subject to an action for contempt of court.

Medical Records Access Notice. Each parent shall have access to all medical records of the children as provided by Ohio Revised Code 3109.051(H)(1) and (2).

Any keeper of a record who knowingly fails to comply with any record order is subject to an action for contempt of court.

Medical Responsibilities

The parents shall provide each other with the names and telephone numbers of all health care providers for the child(ren).

The parents shall communicate and consult with each other concerning non-emergency medical, psychological, counseling, optical, dental or orthodontic care of the children. Each parent may secure an independent evaluation at that parent's expense to determine the options for treatment and care of the child as described above. If the parties cannot agree regarding a course of treatment or care, then Plaintiff/Petitioner-01's Defendant/Petitioner-02's (select one) decision shall control.

A parent arranging a routine medical examination for the children shall give the other parent notice of the appointment within twenty-four (24) hours of making the appointment, when possible, so that the other parent may attend the examination if desired.

A parent shall notify the other parent promptly if a child experiences a serious injury, has a serious or chronic illness, or receives treatment in an emergency room or hospital. A parent shall notify the other parent of the emergency, the child's status, location, and any other pertinent information as soon as practical, but in any event within 24 hours.

When it is necessary for a child to take prescribed medications, the parent with the medications shall provide the other parent with an adequate supply of medications, the description of the medications and instructions for use of the medications to care for the child's needs during parenting time at the beginning of the parenting time.

All medications shall be administered to the child by both parents as prescribed. If a parent is not physically present to administer medications at the prescribed times, it is that parent's responsibility to ensure that a suitable adult administers the medications as prescribed.

Public Benefits

Plaintiff/Petitioner-01 shall be designated as the residential parent for receipt of public benefits purposes of the following children:

Adeline White

Defendant/Petitioner-02 shall be designated as the residential parent for receipt of public benefits purposes of the following children:

Extracurricular Activities

Each parent shall be responsible for keeping himself or herself advised of all extracurricular activities in which the child participates. Each parent shall have the child in attendance at the extracurricular activities while the child is with that parent. Before registering the child for a new activity, the parents shall discuss the future activities at least thirty (30) days in advance of the registration or start date for that activity, whichever comes first and is possible. The parents must mutually agree upon all future extracurricular activities. Neither parent shall enroll the minor child in an activity that occurs during the other parent's time without a mutual agreement. If the parents cannot decide together or resolve a dispute over the activity decision, Plaintiff/Petitioner-01 Defendant/Petitioner-02 shall make the final decision.

Extracurricular activities costs and fees shall be paid as follows, unless the parents otherwise agree:

50 % shall be paid by Plaintiff/Petitioner-01.

50 % shall be paid by Defendant/Petitioner-02.

Body Alterations

Neither parent shall permit the alteration of or alter the physical appearance of the children, including cutting or coloring hair, piercing the body and permanent tattooing, without the prior written consent of the other parent.

III. GENERAL PARENTING TIME RULES

Children's Response to Parenting Time. For healthy development, children of divorce need both parents to continue regular contact with them. Both parents should strive to communicate well and avoid angry interactions in the presence of their children.

It is normal when parents first separate that a child may have a strong emotional reaction when saying good-bye to one parent during transfer times. Parents need to know that the emotional response is typical, and that both parents need to act calmly and reassure the child that he or she will enjoy spending time with the other parent. This response by the child does not mean that the child does not love the other parent, or does not wish to spend time with the other parent. The length of a child's adjustment will vary and can depend on how well the parents handle the situation.

If a child indicates strong opposition to being with the other parent, it is the responsibility of both parents to deal with the situation appropriately. Depending on the child's developmental level, this may involve talking calmly and reassuringly to the child, exploring the child's concerns, and working with the other parent to help with the transition. When possible, it may be appropriate to arrange indirect transfers, such as drop-offs and pickups around school or child care, so that only one parent is present at the transition.

Keeping Children Together. This schedule presumes that if the parents have more than one child, the parenting time will be exercised with all children together.

Promptness. Both parents have the right to rely on the other parent to arrive on time to pick up the children. The children and/or parent need not wait more than 30 minutes for the parent receiving the child to arrive. A parent who is more than 30 minutes late to pick up the children without prior notification to the other parent forfeits that time unless the parent agrees otherwise.

Illness of Child. Parenting time shall take place even if the child is ill unless the child is hospitalized or a physician has recommended that the child not be removed from the residential parent's home, in which case immediate notice shall be given to the non-possessory parent. All parenting time that is missed under this provision shall be made up as soon as the child recovers.

If a child becomes ill or injured during parenting time warranting emergency medical or dental care, the parent with the child shall secure appropriate treatment and notify the other parent as soon as possible.

Cancellation. The parent exercising his or her parenting time shall give at least 24 hours advance notice of his or her intent not to exercise parenting time, unless a last minute emergency occurs. A parent who does not exercise parenting time forfeits the time.

Clothing. If the planned parenting time activities require special or unusual clothing needs, the parent needing the clothing shall notify and request such clothing from the other parent at least two days in advance of the parenting time. The parent with the clothing is under no obligation to comply with the request if the children do not have the type of clothing requested. All clothing sent by either parent shall be returned immediately after the parenting time. The clothing shall be washed and cleaned if the parenting time exceeds four days.

Travel Notifications. If either parent intends to travel with the children, he or she shall give the non-traveling parent at least 21 days advance written notice of the travel dates; written detailed information as to the destination, accommodations, method of travel (including name of airline and flight number or other such detailed information depending on the mode of travel); and a telephone number where the traveling parent or the children may be reached while away from home.

IV. PARENTING TIME

Parenting Time.

The parents agree to the Parenting Time Schedule attached as Exhibit ____.

-or-

The parents agree to the Parenting Time Schedule below.

A. Local (parents live within 45 miles of each other)

1. Birth until age 3

The non-possessory parent shall have parenting time three times a week throughout the year, twice for 3 to 6 hours, and once overnight. If the parents cannot agree, parenting time shall take place every Monday and Wednesday, from 5:00 p.m. until 8:00 p.m. and overnight according to the following rotating schedule:

Week 1 – Friday from 5:00 p.m. until Saturday 8:00 p.m.

Week 2 – Saturday from 5:00 p.m. until Sunday 8:00 p.m.

2. Age 3 Years until age 6 years

The non-possessory parent shall have parenting time one midweek overnight and alternating weekends. If the parents cannot agree, the midweek overnight parenting time shall take place every Wednesday from 5:00 p.m. until Thursday morning. The non-possessory parent shall drop the children off at preschool, daycare, or school at the designated time. If there is no preschool, daycare or school, the non-possessory parent shall drop the children off at the possessory parent's residence no later than 9:00 a.m.

The weekend parenting time will take place on alternating weekends, Friday from 5:00 p.m. until Monday morning. The non-possessory parent shall drop the children off at preschool, daycare, or school at the designated time. If there is no preschool, daycare or school, the non-possessory parent shall drop the children off at the possessory parent's residence no later than 9:00 a.m.

3. Age 6 Years until age 14 Years

The non-possessory parent shall have parenting time one midweek overnight and alternating weekends. If the parents cannot agree, the midweek overnight parenting time shall take place every Wednesday from 5:00 p.m. until Thursday morning. The non-possessory parent shall drop the children off at preschool, daycare, or school at the designated time. If there is no daycare or school, the non-possessory parent shall drop the children off at the possessory parent's residence no later than 9:00 a.m.

The weekend parenting time shall take place on alternating weekends, Friday from 5:00 p.m. until Monday morning. The non-possessory parent shall drop the children off at preschool, daycare, or school at the designated time. If there is no daycare or school, the non-possessory parent shall drop the children off at the possessory parent's residence no later than 9:00 a.m.

4. Age 14 Years until age 18 Years

At this stage of development, the teenager's world revolves around peers and activities. Parents should be flexible and liberal with parenting time to allow the teenager to spend time with each parent, while allowing the child to participate in academic and social activities important to the teenager.

The non-possessory parent shall have parenting time for one midweek overnight and alternating weekends. If the parents cannot agree, the midweek overnight parenting time shall take place every Wednesday from 5:00 p.m. until Thursday morning. The non-possessory parent shall drop the children off at school at the designated time. If there is no school, the non-possessory parent shall drop the children off at the possessory parent's residence no later than 9:00 a.m. The weekend parenting time shall take place on alternating weekends, Friday from 5:00 p.m. until Monday morning. The non-possessory parent shall drop the children off at school at the designated time. If there is no school, the non-possessory parent shall drop the children off at the possessory parent's residence no later than 9:00 a.m.

B. Regional (parents live more than 45 miles apart but less than 200 miles)

Parents shall follow the local schedule based on the age of the child except that any midweek parenting time shall be exercised in the county of the children's residence and the non-possessory parent shall be responsible for all midweek transportation. Midweek parenting time shall be Wednesday from 5:00 p.m. until 8:00 p.m. The weekend parenting time shall also end at 8:00 p.m. on Sunday instead of extending through Monday morning once the children begin attending school.

C. Summers/Vacations, Holidays, School Breaks and Days of Special Meaning

The order of priority for parenting time is as follows: 1) holidays; 2) days of special meaning; 3) summer/vacation time; and 4) regularly scheduled parenting time.

1. Summers/Vacations

Both parents shall have parenting time for four weeks each summer. If the parents cannot agree, these four weeks may not be scheduled in more than two-week blocks if the children are under age six.

If none of the children are school age (i.e. in kindergarten or beyond), the four weeks may be scheduled at any time during the year.

By May 1st of each year, each parent shall give the other parent written notice of the selected weeks. If the weeks chosen by the parents conflict, the non-possessory parent's schedule shall control in even numbered years and the residential parent's schedule shall control in odd numbered years.

If a parent is exercising parenting time for four consecutive weeks and the children are staying in the community in which the vacationing parent resides, the non-vacationing parent may exercise two midweek days during the four week period. If the parents cannot agree on the midweek, the non-vacationing parent shall exercise the first and third Wednesday from 5:00 p.m. until 9:00 p.m.

2. Holidays

Parents are encouraged to agree to a holiday schedule based upon legal and religious holidays they observe. If the parents cannot agree, holiday parenting time shall take place according to the following schedule.

Holiday	Even Numbered Years	Odd Numbered Years	Times
Easter	Defendant/Petitioner-02	Plaintiff/Petitioner-01	10:00 a.m. to 8:00 p.m.
Memorial Day	Plaintiff/Petitioner-01	Defendant/Petitioner-	Sun 7:00 p.m. to Mon 8:00
July 4	Defendant/Petitioner-02	Plaintiff/Petitioner-01	7/4 9:00 a.m. to 7/5 9:00 a.m.
Labor Day	Plaintiff/Petitioner-01	Defendant/Petitioner-	Sun 7:00 p.m. to Mon 8:00
Halloween	Defendant/Petitioner-02	Plaintiff/Petitioner-01	5:00 p.m. to 8:30 p.m.
Thanksgiving	Plaintiff/Petitioner-01	Defendant/Petitioner-	Thurs 9:00 a.m. to Fri 9:00
Christmas Eve	Defendant/Petitioner-02	Plaintiff/Petitioner-01	12/24 noon- 12/25 noon
Christmas Day	Plaintiff/Petitioner-01	Defendant/Petitioner-	12/25 noon 12/26 noon
New Years Eve/Day	Defendant/Petitioner-02	Plaintiff/Petitioner-01	12/31 5:00 p.m. to 1/1 8:00

This holiday schedule may not include all holidays, including religious holidays that families may observe. Parents are encouraged to add holidays that they observe below:

Holiday	Even Numbered Years	Odd Numbered Years	Times

Holidays and days of special meaning shall be spent with the parent who is designated to have the children for those holidays or days of special meaning. If the holiday or day of special meaning falls on a weekend, the other parent shall have the children for the rest of the weekend if regularly scheduled to do so.

3. School Breaks

Unless the parents agree otherwise, all breaks from school (summer, winter, spring,) commence on the last day of school, and end the day before school resumes.

a. Winter Break

The parents will equally divide the children's winter break. This paragraph should be read in conjunction with the holiday schedule above. The parents will discuss and agree upon the allocation of the break at least thirty (30) days prior to the commencement of the break. If the parents cannot agree on the schedule for the break, the break will be divided equally.

If there is no agreement, the parent who is scheduled to celebrate Christmas Eve shall have the children from the day school is adjourned for the winter break through the scheduled Christmas Eve holiday, and the parent who is scheduled to have Christmas day will have the children for an equal number of days. The remaining days of the break shall also be equally divided with the parent scheduled to have the children for the New Year's holiday including that time in their half of the remaining days.

b. Spring Break

The parents shall annually alternate Spring break with Plaintiff/Petitioner-01 having the break in odd numbered years and Defendant/Petitioner-02 having the break in even numbered years.

4. Days of Special Meaning

For the purpose of this section:

Plaintiff/Petitioner-01 shall be designated as: Mother Father
Defendant/Petitioner-02 shall be designated as: Mother Father

The children shall spend Mother's Day with the parent regarded as mother and Father's Day with the parent regarded as father as indicated above. If the parents cannot agree, parenting time shall take place from 10:00 a.m. until 8:00 p.m. on Sunday and the children shall spend the rest of the weekend with the parent who normally has that weekend.

The children shall spend the birthday of each parent on the day of that parent's birthday. If the parents cannot agree, parenting time shall take place from 10:00 a.m. until 8:00 p.m. for a child not in school on the birthday, and 5:00 p.m. until 8:00 p.m. for a child in school on the birthday.

The child shall spend his or her birthday with the Plaintiff/Petitioner-01 in even-numbered years and the Defendant/Petitioner-02 in odd-numbered years. If the parents cannot agree, parenting time shall take place from 10:00 a.m. until 8:00 p.m. for a child not in school on the birthday, and 5:00 p.m. until 8:00 p.m. for a child in school on the birthday. The child's birthday is to be spent with the designated parent, even if the other parent is entitled to weekend, midweek, holiday or vacation with the child. Siblings of the parties shall attend the birthday event.

D. Long Distance (parents live more than 200 miles apart)

1. Birth until Kindergarten

The non-possessory parent shall have parenting time eight weeks per year in four separate blocks of time lasting two weeks. If the parents cannot agree, these two-week blocks shall take place from February 1 until February 14, May 1 until May 14, and August 1 until August 14. The final block of parenting time shall take place in odd-numbered years from December 1 until December 14 and in even-numbered years from December 14 until December 28. The non-possessory parent shall give the possessory parent 30 days advance notice of his or her intention to exercise these weeks.

The non-possessory parent may exercise additional parenting time in the community where the children reside according to the local schedule if the non-possessory parent provides written notice to the possessory parent 30 days in advance.

2. Kindergarten to Age 18

The non-possessory parent shall have parenting time eight weeks during the summer break. If the parents cannot agree, parenting time shall commence no sooner than one week after the last day of school and end no later than one week before school resumes.

The non-possessory parent may exercise parenting time every spring break from 5:00 p.m. on the last day of school before the break until 8:00 p.m. the day before school resumes.

The non-possessory parent may exercise parenting time one-half of every winter break. If the parents cannot agree on the one-half portion of winter break, the non-possessory parent shall exercise parenting time the first half of winter break in even numbered years and the second half of winter break in odd numbered years.

E. Visitation with Relatives

The children shall have access to relatives of both parents. The children shall have visitation with relatives of possessory parent during that parent's parenting time.

V. TRANSPORTATION

Transportation. The Parties shall share in transporting the children for parenting time as follows unless otherwise agreed:

The parent receiving the child for parenting time shall be responsible for providing transportation for the children at the beginning of that parent's parenting time. Each parent shall be responsible for providing transportation for the children to and from school and activities during that parent's own parenting time.

The following will be the arrangements for providing transportation for our children at the beginning, during or end of a parenting period:

If a parent is unavailable to transport the children, an adult well known to the children shall do so. Only licensed and insured drivers may transport the children. The driver shall comply with all child restraint laws. No person transporting the children may be under the influence of drugs or alcohol.

Car/Booster Seat. Each parent should have a car/booster seat for any child required by law to ride in one. If the parents are unable to provide separate car/booster seats, the parents shall transfer the car/booster seat when parenting time exchanges occur.

VI. MODIFICATION/DISPUTE RESOLUTION BY MEDIATION

Prior to the initiation of formal legal proceedings to resolve any dispute arising under this Shared Parenting Plan, the Parties shall attempt to mediate their differences by submitting any controversy to a qualified, impartial mediator.

The parents shall agree on a mediator within fourteen (14) days after the dispute arises. The parents shall request the mediator to provide them with the fee schedule in advance of the mediation proceedings.

Both parents agree to cooperate and operate in good faith to resolve the matter(s) in dispute with the assistance of the mediator.

The parents agree to divide the expenses of the mediation as follows:

10 % shall be paid by Plaintiff/Petitioner-01

50 % shall be paid by Defendant/Petitioner-02

The mediator shall never participate in an inquiry before the Court involving either parent or the subject children as a witness, collateral contract or otherwise.

The report of the mediator shall be admitted into evidence only by stipulation of the parents and then may be referred to by the Court to determine the resolution of the dispute.

Should mediation prove unsuccessful, then either parent may seek resolution of the dispute from a Court of competent jurisdiction.

VII. DEATH OF EITHER PARENT

Upon the death of either parent, the surviving parent shall be awarded the parental rights and responsibilities of the subject minor children and be designated the residential parent for school purposes unless otherwise ordered by a Court of competent jurisdiction.

VIII. OTHER

The parents agree to the following provisions in addition to those stated above:

Upon approval by the Court, this Shared Parenting Plan shall be incorporated in the Judgment Entry.

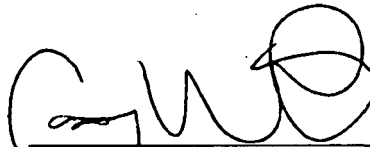
APPROVED:



Plaintiff/Petitioner-01 Signature

9-9-19

Date



Defendant/Petitioner-02 Signature

9-9-19

Date

**CHILD SUPPORT COMPUTATION WORKSHEET
SOLE RESIDENTIAL/SHARED PARENTING
CUYAHOGA COUNTY**

Parent A: CASEY WHITE	Parent B: SARAH BARRY	Date: October 17, 2019
Case No.: DR19 378340	SETS No.:	Order No.:
No. of Children of the Order: 1		

Parenting Arrangement	If a sole residential order, check one of the two boxes below: <input type="checkbox"/> Parent A is residential parent; Parent B is obligor <input type="checkbox"/> Parent B is residential parent; Parent A is obligor
	If a shared parenting order, check one of the two boxes below: <input checked="" type="checkbox"/> Parent A is obligor <input type="checkbox"/> Parent B is obligor

I. GROSS INCOME		PARENT A	PARENT B
1		Opt Wage Estimator <input type="checkbox"/> Use min wage	Opt Wage Estimator <input type="checkbox"/> Use min wage
		Income Annualizer Date: _____ YTD: _____ 0.00 Freq: _____ 1	Income Annualizer Date: _____ YTD: _____ 0.00 Freq: _____ 1
	Annual Gross Income (Figure must represent the sum of gross income inclusions and exclusions as described in Ohio Revised Code 3119.01(C)(12))	85,000.00	12,000.00
2	Annual Amount of Overtime, Bonuses and Commissions		
	a. Year 3 (3 years ago)	0.00	0.00
	b. Year 2 (2 years ago)	0.00	0.00
	c. Year 1 (last calendar year)	0.00	0.00
	3-year average	0.00	0.00
	"Reasonable expectation" (see instructions)	0.00	0.00
	d. Income from overtime, bonuses, and commissions (Enter the lower of the average of Lines 2a, plus Line 2b plus Line 2c, or Line 2c)(See instructions)	0.00	0.00
3	Calculation for Self-Employment Income		
	a. Gross receipts from business	12,000.00	12,000.00
	b. Ordinary and necessary business expenses	2,000.00	6,000.00
	c. 6.2% of adjusted gross income or actual marginal difference between actual rate paid and F.I.C.A. rate	620.00	372.00
	d. Adjusted annual gross income from self-employment (Line 3a minus Line 3b minus Line 3c)	9,380.00	5,628.00
4	Annual income from unemployment compensation	0.00	0.00
5	Annual income from workers' compensation, disability insurance, or social security disability/retirement benefits	0.00	0.00
6	Other annual income or potential income	0.00	21,600.00
7	Total annual gross income (Add Lines 1, 2d, 3d, 4, 5 and 6, if Line 7 results in a negative amount, enter "0")	94,380.00	39,228.00
8	Health insurance maximum (multiply Line 7 by 5% or 0.05)	4,719.00	1,961.40

Exhibit
C

Parent A: CASEY WHITE	Parent B: SARAH BARRY	Date: October 17, 2019
Case No.: DR19 378340	SETS No.:	Order No.:
No. of Children of the Order: 1		

II. ADJUSTMENTS TO INCOME		PARENT A	PARENT B
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9	Adjustment for Other Minor Children Not of This Order. (Note: Line 9 is ONLY completed if either parent has any children outside of this order. If neither parent has any children outside of this order enter "0" on Line 9f and proceed to Line 10) For each parent: Enter the number of "other" children (NOT including children of this order)		
	a. Enter the total number of children (including children of this order and other children)		
	b. Enter the number of children subject to this order		
	c. Line 9a minus Line 9b		
	d. Using the Basic Child Support Schedule, enter the amount from the corresponding cell for each parent's total annual gross income from Line 7 for the number of children in Line 9a	0.00	0.00
	e. Divide the amount in Line 9d by the number in Line 9a	0.00	0.00
	f. Multiply the amount from Line 9e by the number in Line 9c. This is the adjustment amount for other minor children for each parent.	0.00	0.00
10	Adjustment for Out-of-Pocket Health Insurance Premiums		
	a. Identify the health insurance obligor(s). (See instructions)	<input type="checkbox"/>	<input type="checkbox"/>
	b. Enter the total, actual out-of-pocket costs for health insurance premiums for the parent(s) identified on Line 10a (See instructions)	0.00	0.00
11	Annual court ordered spousal support paid; if no spousal support is paid, enter "0"	21,600.00	0.00
12	Total adjustments to income (Line 9f, plus Line 10b plus Line 11)	21,600.00	0.00
13	Adjusted annual gross income (Line 7 minus Line 12, if Line 13 results in a negative amount, enter "0")	72,780.00	39,228.00

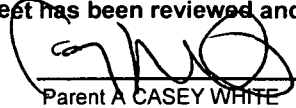

III. INCOME SHARES			
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14	Enter Line 13 for each parent	72,780.00	39,228.00
15	Using the Basic Child Support Schedule and the parent's individual income on Line 14, determine if the parent's obligation is located in the shaded area of the schedule. If the parent's obligation is in the shaded area of the schedule for the children of this order, check the box.	<input type="checkbox"/>	<input type="checkbox"/>
16	Combined annual gross income (sum of Line 14)	112,008.00	
17	Income Share: Enter the percentage of parent's income to combined adjusted annual gross income (Line 14 divided by Line 16 for each parent)	64.98%	35.02%

IV. SUPPORT CALCULATION			
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18	Basic Child Support Obligation—Choose one of the following statutory methods for obtaining the support obligation when the annual income falls between the table's \$600 increments. The most common is Interpolate: <input type="checkbox"/> -Low; <input checked="" type="checkbox"/> -Interpolate; <input type="checkbox"/> -High <input type="checkbox"/> Use minimum order for cgis > \$336,000		
	a. Using the Basic Child Support Schedule, enter the amount from the corresponding cell for each parent's adjusted gross income on Line 14 for the number of children of this order. If either parent's Line 14 amount is less than lowest income amount on the Basic Schedule, enter "960"	10,119.50	6,654.20
	b. Using the Basic Child Support Schedule, enter the amount from the corresponding cell for the parent's combined adjusted annual gross income on Line 16 for the number of children of this order. If Line 16 amount is less than lowest income amount on the Basic Schedule, enter "960".	12,316.28	
	c. Multiply the amount in Line 18b by Line 17 for each parent. Enter the amount for each parent	8,003.12	4,313.16
	d. Enter the lower of Line 18a or Line 18c for each parent, if less than "960", enter "960"	8,003.12	4,313.16

Parent A: CASEY WHITE				Parent B: SARAH BARRY				Date: October 17, 2019						
Case No.: DR19 378340				SETS No.:				Order No.:						
No. of Children of the Order: 1														
IV. SUPPORT CALCULATION CONTINUED										PARENT A		PARENT B		
19	Parenting Time Order													
	a. Enter "Yes" for any parent granted parenting time under a court order												<input checked="" type="checkbox"/>	<input type="checkbox"/>
20	b. If Line 19a is checked use the amount for that parent from Line 18d and multiply it by 10% or 0.10, and enter this amount. If Line 19a is blank enter "0"												800.31	0.00
	Derivative Benefit (Child's benefit on behalf of a parent)													
21	Enter any non-means tested benefits received by the children subject to the order.												0.00	0.00
	Child Care (if neither parent has out of pocket child care costs, enter "0" on Line 21g for each parent)													
21	a. Annual child care expenses for children of this order (less any subsidies)												0.00	0.00
		Child 1		Child 2		Child 3		Child 4		Child 5		Child 6		
21	b. Age													
	c. Max Cost												0.00	0.00
21	Parent													
		A	B	A	B	A	B	A	B	A	B	A	B	
21	d. Actual												0.00	0.00
	e. Lower												0.00	0.00
21	f. Enter total of Line 21e for children of this order												0.00	0.00
	Federal child care credit table (%)												0.00%	0.00%
21	Federal child care credit												0.00	0.00
	Ohio child care credit table (%)												0.00%	0.00%
21	Ohio child care credit												0.00	0.00
	g. Enter the eligible federal and state tax credits												0.00	0.00
21	h. Line 21f minus combined amounts of Line 21g												0.00	0.00
	i. Multiply combined Line 21h by Line 17 for each parent. (If Line 15 is checked for the parent, use the lower percentage amount of either Line 17 or 50.00% to determine the parent's share). Annual child care costs												0.00	0.00
21	j. Line 21i minus Line 21a. If calculation results in a negative amount, enter "0"												0.00	0.00
	Supporting Tax Data:													
21	Filing Status												0	0
	Earned Income												0.00	0.00
21	Adjusted Gross Income												0.00	0.00
	Standard/Itemized Deduction												0.00	0.00
21	Alternate Minimum Tax												0.00	0.00
	Foreign Tax Credit												0.00	0.00
22	Total Number of Exemptions (including this parent)(Ohio only)													
	Adjusted Child Support Obligation (Line 18d minus Line 19b minus Line 20 plus Line 21j). Annual child support obligation												7,202.81	4,313.16
V. CASH OBLIGATION														
23	Cash Medical Obligation for Children Subject to this Order													
	a. Annual combined cash medical support obligation (\$388.70 per number of child(ren) of this order)												388.70	
23	b. Multiply Line 23a by Line 17 for each parent. Annual cash medical obligation												252.58	136.12

Parent A: CASEY WHITE		Parent B: SARAH BARRY		Date: October 17, 2019	
Case No.: DR19 378340		SETS No.:		Order No.:	
No. of Children of the Order: 1					
VI. RECOMMENDED MONTHLY ORDERS FOR DECREE					
		Parent A Obligation		Parent B Obligation	
24	CHILD SUPPORT AMOUNT (Line 22, divided by 12)	600.23		359.43	
Line 25 is ONLY completed if the court orders any deviation(s) to child support. (See sections 3119.23, 3119.231 and 3119.24 of the Revised Code)					
25	a. For 3119.23 factors (Enter the monthly amount) <input type="checkbox"/> Special or unusual needs <input checked="" type="checkbox"/> Other court ordered payments <input type="checkbox"/> Extended parenting time; extra travel <input type="checkbox"/> Financial resources of child <input checked="" type="checkbox"/> Relative financial resources of parties <input type="checkbox"/> Obligee's income under FPL <input type="checkbox"/> Remarriage/cohabitation benefits <input type="checkbox"/> Federal, state and local taxes <input checked="" type="checkbox"/> Significant in-kind contributions <input type="checkbox"/> Extraordinary work-related expenses <input checked="" type="checkbox"/> Change in the standard of living <input type="checkbox"/> Educational opportunities <input type="checkbox"/> Party's responsibilities for others <input type="checkbox"/> Post-secondary educational expenses <input type="checkbox"/> Any other factor:	-600.23		0.00	
	b. For 3119.231 extended parenting time (Enter the monthly amount)	0.00		0.00	
	c. Total of amounts from Line 25a and Line 25b	-600.23		0.00	
26	DEVIATED MONTHLY CHILD SUPPORT AMOUNT (Line 24 plus or minus Line 25c)	0.00		0.00	
27	CASH MEDICAL SUPPORT AMOUNT (Line 23b, divided by 12)	21.05		11.34	
Line 28 is ONLY completed if the court orders a deviation to cash medical. (See section 3119.303 of the Ohio Revised Code)					
	a. Cash Medical Deviation amount (Enter the monthly amount)	-21.05		0.00	
29	DEVIATED MONTHLY CASH MEDICAL AMOUNT (Line 27 plus or minus Line 28)	0.00		0.00	
30	Enter ONLY the total monthly obligation for the parent ordered to pay support (Line 24 or Line 26, plus Line 27 or Line 29)	0.00		0.00	
	Processing charge	0.00		0.00	
	Total monthly obligation including processing charge	0.00		0.00	
Prepared by:					
Counsel: _____		Pro Se: _____			
(For <input type="checkbox"/> -Parent A; <input type="checkbox"/> -Parent B)					
CSEA: _____		Other: _____			
Worksheet has been reviewed and agreed to:					
		10-17-19			
Parent A CASEY WHITE		Date			
		10-17-19			
Parent B SARAH BARRY		Date			

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STATE OF OHIO,)
) SS: MAGISTRATE CHANEY
COUNTY OF CUYAHOGA.)

IN THE COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS

SARAH ANN BARRY,)
)
)
Plaintiff,)
)
-v-) Case No. DR19 378340
)
)
CASEY WHITE,)
)
)
Defendant.)

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PARTIAL TRANSCRIPT OF PROCEEDINGS
DECEMBER 3, 2021

-0-0-0-

APPEARANCES:

Sarah Ann Barry, Pro Se,
on behalf of the Plaintiff;
Casey White, Pro Se,
on behalf of the Defendant.

Lois E. Zakelj
Official Court Reporter
Cuyahoga County, Ohio

I N D E X

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PLAINTIFF'S WITNESSES:	Page
CONTINUED CROSS-EXAMINATION OF CASEY WHITE BY MS. BARRY	3

PLAINTIFF'S EXHIBITS:	Page
Plaintiff's Exhibit 17 and 18 were marked	17
Plaintiff's Exhibit 19 was marked	25
Plaintiff's Exhibit 20 was marked	28
Plaintiff's Exhibit 21 was marked	30
Plaintiff's Exhibit 22 was marked	34
Plaintiff's Exhibit 23 was marked	36
Plaintiff's Exhibit 24 was marked	37
Plaintiff's Exhibit 25 was marked	38
Plaintiff's Exhibit 26 was marked	39
Plaintiff's Exhibit 27 was marked	49
Plaintiff's Exhibit 28 was marked	51
Plaintiff's Exhibit 29 was marked	52
Plaintiff's Exhibit 30 was marked	55

1 FRIDAY AFTERNOON SESSION

2 DECEMBER 3, 2021

3 -0-0-0-

4 MAGISTRATE CHANEY: Okay. We're
5 back on the record from a lunch break.
6 It's about 1:45.

7 Mr. White did object to Sarah
8 Barry's dad being in the courtroom, but
9 he has been in this whole time, so I'm
10 going to allow him to be in the
11 courtroom. He's been in this whole
12 time. Of course he can't be called as
13 a witness, him being in the presence.

14 Ms Barry, if you want to go
15 forward.

16 Sir, I remind you, you're under
17 oath.

18 MS. BARRY: If I'm going
19 too fast, tell me to slow down.

20 -0-0-0-

21 CONTINUED CROSS-EXAMINATION OF CASEY WHITE
22 BY MS. BARRY:

23 Q. Is it true the Court knows you earned
24 \$80,000 per year because you stated so on the
25 court computation sheet?

1 A. Yes.

2 MAGISTRATE CHANEY: I'm sorry.

3 Could you repeat that question? My
4 phone rang.

5 BY MS. BARRY:

6 Q. Isn't it true the Court knows you earned
7 85,000 per year because you stated so on the
8 child support computation sheet?

9 A. Yes.

10 Q. But what we don't know is where your
11 hidden account is, correct?

12 A. No.

13 Q. Can the record hear if I stand here and
14 speak? I can speak right here.

15 Is it true we engaged in text messages
16 concerning your work schedule?

17 A. When?

18 Q. In the texts that I admitted into
19 evidence.

20 A. Can I see them?

21 MAGISTRATE CHANEY: This is
22 Exhibit 17?

23 BY MS. BARRY:

24 Q. Is it true we engaged in text messages
25 concerning your work schedule?

1 A. Can you tell me what the date was for
2 this text message, please?

3 Q. Unless it's written on there I don't
4 know.

5 A. This would be irrelevant. It's not
6 concerning my work schedule anymore. I have a
7 new work schedule I've given to you.

8 Q. That was the text that was concerning
9 your work schedule at the time, correct?

10 A. It was like it was. I don't know the
11 date this was for though.

12 Q. Do you recall a time after you had moved
13 out that we were arguing about your work
14 schedule and how it affects our daughter?

15 A. I do not recall.

16 Q. Could you look at the texts to refresh
17 your memory?

18 A. Do you know what the date of this text
19 message is? I can't tell you where I was, or if
20 this was before or after I had moved out or --

21 Q. Does the document refresh your memory?
22 We were having a conversation about your work
23 schedule and how it affects our daughter?

24 A. I'm not sure about what the date on this
25 is, ma'am. It looks like there's a text back

1 and forth about a work schedule.

2 Q. Do you recall me telling you I was
3 willing to adjust my schedule to be opposite
4 your schedule, so taking care of our daughter
5 would be easier?

6 A. It says it here, but I don't recall
7 writing that. I don't know what date this was.

8 Q. Do you recall me telling -- oh, I'm
9 sorry. Do you recall telling me and texting me
10 that you are working Monday through Friday,
11 eight AM to five PM?

12 A. I see it here but I don't recall telling
13 you that, because I don't know what the date is
14 on this, ma'am.

15 Q. Okay. But this has already been
16 qualified for evidence. That's your phone
17 number and everything, those are your texts?

18 A. This is my phone number, yes, ma'am.

19 Q. So you did say that?

20 A. It looks like I did, yes, ma'am.

21 Q. Do you recall ever telling me that you
22 were also working weekends?

23 A. No, ma'am.

24 Q. Are you aware that the deposits into your
25 bank account do not reflect you working Monday

1 through Friday, eight to five?

2 A. I'm not sure about the dates, ma'am, that
3 are on this. I don't know in the dates, I don't
4 know if I was indicating I was working Monday
5 through Friday that week, or well, the following
6 week. This is not much to go off of.

7 Q. We could assume it was before mediation
8 because it says meet me in mediation. And we
9 can also assume it was after you first filed for
10 the modification, correct?

11 So it was between October of 2019 and I
12 believe mediation was in May of 2020?

13 A. Maybe.

14 Q. Even so, are you aware that Monday
15 through Friday eight AM to five PM is not
16 reflected in your bank account?

17 A. I don't know. I knew the dates of when I
18 was working, I just said M through F, eight
19 through five. It doesn't really indicate the
20 dates. That could have been one week long, it
21 could have been Monday through Friday.

22 Q. Does this indicate the income from that
23 work does not indicate it was not deposited into
24 the account you disclosed to the Court?

25 A. No, it's not. No dates to show, there

1 wasn't a deposit made during this date because I
2 don't know when the date was.

3 Q. Does any other person pay bills for you
4 on your behalf?

5 A. Excuse me?

6 Q. Did anyone pay bills for you on your
7 behalf?

8 A. Pay bills for me on my behalf?

9 Q. Yes.

10 A. Can you give me an example?

11 Q. Could you?

12 A. Of what?

13 Q. A bill that someone may pay on your
14 behalf?

15 A. I'm not -- on my behalf?

16 Q. Uh-huh.

17 A. I'm not sure what you mean, ma'am.

18 Q. That's a pretty straightforward question.
19 Does anyone pay like your utility bill?

20 A. I don't have any utilities in my name.
21 I'm living in somebody else's residence.

22 Q. Any bill that is yours for your life,
23 does anyone else pay any of those bills on your
24 behalf for you?

25 A. Not that I know of.

1 Q. During the last hearing do you recall you
2 testified during the last few months you worked
3 as a developer for -- during the last hearing do
4 you recall you testified that during the past
5 three months you worked as a software developer
6 with Lyka LLC for less than 20 hours?

7 A. Yes.

8 Q. 20 hours is less than three full days of
9 work, correct?

10 A. Correct.

11 Q. If you were working only three days and
12 three months, it's logical that you would have a
13 lot of time to seek employment, correct?

14 A. I'm going to school full-time.

15 Q. Correct?

16 A. I'm going to school full-time.

17 Q. That's not --

18 A. No, I do not have time to seek
19 employment.

20 Q. Do you recall the magistrate telling you
21 to disclose the places you applied for work?

22 A. Yes. I've been accepted to Amazon as an
23 employee. I am an Amazon employee now.

24 Q. At the last hearing you produced only
25 proof of one application?

1 A. I'm not sure, ma'am.

2 MAGISTRATE CHANEY: You just
3 secured employment at Amazon?

4 THE WITNESS: Yes, I did,
5 ma'am.

6 MAGISTRATE CHANEY: When do you
7 start?

8 THE WITNESS: Start
9 December 9th. It's Thursday, Friday,
10 Saturday, Sunday shift.

11 MAGISTRATE CHANEY: How many
12 hours a week will you be working?

13 THE WITNESS: 40 hours.
14 1:20 AM to 11:20 AM Thursday, Friday,
15 Saturday and Sunday.

16 MAGISTRATE CHANEY: Okay. I'm
17 sorry. So Thursday, Friday, Saturday
18 and Sunday one AM to what?

19 THE WITNESS: 1:20 AM to
20 11:20 AM.

21 MAGISTRATE CHANEY: So 40 hours.
22 You start December 9, 2021?

23 THE WITNESS: Yes, ma'am.

24 MAGISTRATE CHANEY: How much do
25 you get paid?

1 THE WITNESS: It's 15.50
2 with a two dollar shift differential,
3 so that's a rate of 17.50, you know,
4 relying on me keeping the shift.

5 MAGISTRATE CHANEY: What has to
6 occur for you to get the extra two
7 dollars an hour?

8 THE WITNESS: To maintain
9 the shift. The third shift, 1:20 to
10 11:20 AM shift, otherwise I'm not sure
11 if there would be a shift differential.

12 MAGISTRATE CHANEY: Okay. And
13 is there any overtime?

14 THE WITNESS: They haven't
15 indicated yet, but they included the
16 overtime pay as being 32.50 if overtime
17 hours are allowed.

18 MAGISTRATE CHANEY: If overtime,
19 is that over 40 hours a week?

20 THE WITNESS: Yes, ma'am.

21 MAGISTRATE CHANEY: Okay.

22 Okay. Okay. Go ahead.

23 BY MS. BARRY:

24 Q. Is it true that you were not seeking
25 employment because you were already working

1 Monday through Friday eight AM to five PM as you
2 stated in the text?

3 A. No.

4 Q. Is it true you applied for positions
5 which you were not qualified for?

6 A. I don't believe so.

7 Q. Is it true you did not want your
8 application to be accepted so you could claim
9 you did not find a job?

10 A. No.

11 Q. Did you think that if you could not find
12 a job your support obligations would be reduced?

13 A. No.

14 Q. It is true that you do not like paying me
15 1,800 a month?

16 A. Is it true I that I do not like paying
17 you 1,800 a month? I am in the process of
18 modifying or motioning to have my spousal
19 support modified because I do not agree with
20 that rate.

21 Q. So you don't like it?

22 A. I do not agree with the rate I should be
23 paying you.

24 Q. You testified you don't pay because you
25 feel I don't deserve it, correct?

1 A. Did I testify to that?

2 Q. Yes.

3 A. I don't think that 1,800 -- I don't think
4 \$1,800 is -- I don't think you rate an 1,800
5 spousal support payment, no.

6 Q. In fact, you have not been paying 1,800
7 per month, correct?

8 A. That's correct.

9 Q. How much did you pay me for the month of
10 November, last month?

11 A. I'm not sure.

12 Q. You're not?

13 A. No.

14 Q. Are you sure you don't remember?

15 MAGISTRATE CHANEY: The
16 testimony is in regarding the payment
17 history. If I recall, that's what the
18 testimony was a lot of the last
19 hearing. We don't need to repeat the
20 same questions.

21 MS. BARRY: Your Honor,
22 at the last hearing when you were
23 leaving you told Casey he needs to make
24 more substantial payments.

25 THE WITNESS: She said she

1 believed I should make more substantial
2 payments.

3 MAGISTRATE CHANEY: Okay.

4 MS. BARRY: My question
5 is how much did you pay last month of
6 November? And he says he doesn't
7 remember.

8 MAGISTRATE CHANEY: Sir, what
9 payment did you make since the last
10 time we were in Court on November 19th?

11 THE WITNESS: I made a \$300
12 payment two days ago.

13 MS. BARRY: No, I'm
14 talking about for November.

15 THE WITNESS: That was for
16 November. It was late.

17 MS. BARRY: Okay. I
18 would like to admit this into evidence
19 because you're lying under oath right
20 now.

21 THE WITNESS: How am I
22 lying under oath?

23 MS. BARRY: Here's the
24 thing. I'm going to admit this into
25 evidence. I'm going to hand it to you.

1 Maybe since you're under oath you want
2 to correct since we both know you know
3 the truth. This is like an
4 opportunity. I don't want -- I don't
5 want you to perjure yourself because
6 you're upset.

7 A. What's your question?

8 Q. How much did you pay me in November?

9 A. I already said zero dollars.

10 Q. How much did you pay me for December?

11 A. I paid you \$300 as a late payment for
12 November.

13 Q. Why didn't you pay me a cent in November
14 even after being warned by the Magistrate?

15 A. I didn't have any income at the time. I
16 didn't receive a payment from the VA until
17 December 1st.

18 Q. Are you testifying under oath right now
19 you didn't have an income in order to pay me
20 even one dollar for November of 2021?

21 A. Yes.

22 Q. How can that be when in the discovery
23 that you provided me there are three separate
24 deposits for November 1st, 2021, November 3rd,
25 2021, and November 23rd, 2021 into your SoFi

1 stock account?

2 A. What were those amounts?

3 Q. \$25, \$25 and 19.98.

4 A. So I don't understand what your question
5 is.

6 Q. You just said you don't pay anything
7 towards your obligation because you didn't have
8 any money?

9 A. So I invested a total of \$69, is that the
10 total? My reason for investing is to try to
11 grow that amount of money because I was
12 struggling to maintain any sort of income. I
13 thought that maybe I could put that into quick
14 stock and make a quick day trade and grow that.
15 My withdrawals for November show that I withdrew
16 basically all my money out of my SoFi account
17 because I was struggling to make any money.

18 Q. How on earth --

19 A. I can't justify that.

20 Q. Because it doesn't make any sense that
21 you would not pay for November but you would
22 take the money and put it into your own stock
23 account and then not add any more than \$300 for
24 Christmas.

25 Are you planning to make another payment

1 this month?

2 A. I'm sorry it doesn't make sense to you.

3 Q. Are you planning to make additional
4 payment on top of the \$300 payment?

5 A. Yes, I am planning.

6 Q. How much money?

7 A. I'm not sure yet.

8 Q. When will you make it?

9 A. I'm not sure yet. I'm so tired of being
10 berated by you. This is the third day of this.

11 Q. I'm going to admit that as exhibit -- I'm
12 sorry. Sorry I lost what we're on, 15 or 16?

13 -0-0-0-

14 (Thereupon, Plaintiff's Exhibit
15 17 and 18 were marked for the
16 purpose of identification.)

17 -0-0-0-

18 MAGISTRATE CHANEY: Okay. Go
19 ahead.

20 BY MS. BARRY:

21 Q. Is it true that you feel so strongly that
22 I do not deserve to receive 1,800 per month that
23 you refuse to pay it even when you have access
24 to the money?

25 A. No.

1 Q. Didn't you testify that you could have
2 made all those payments, you just chose not to?

3 A. That's -- I didn't say that.

4 Q. Yes, you did.

5 A. No.

6 Q. You testified that you could have paid,
7 but you didn't feel I deserved it so you didn't.

8 A. No.

9 Q. Are you saying now that you didn't say
10 those under oath?

11 A. Yes.

12 Q. Okay, but you're lying under oath right
13 now, you realize that?

14 MAGISTRATE CHANEY: Remember, I
15 can look over the testimony that was
16 said. Okay? Move on.

17 BY MS. BARRY:

18 Q. It is true that it is very logical that
19 you would choose to perform under the table work
20 to avoid paying the \$1,800 to me?

21 A. No.

22 Q. Are you aware there is a severe labor
23 shortage?

24 A. Okay.

25 Q. Are you --

1 A. Now I am, thank you.

2 Q. Are you aware employers are begging for
3 workers and paying top --

4 A. Now I am, thank you.

5 MAGISTRATE CHANEY: I'm just
6 going to state this for the record. He
7 got a job and he'll start December 9th,
8 so all these questions regarding his
9 employment, he just secured employment.

10 MS. BARRY: But it makes
11 more -- but my point is it makes more
12 sense, he has been working and hiding
13 this money all this time than it makes
14 for him to have claimed that he
15 couldn't find a job when it's, people
16 are paying \$22 to work at Costco
17 handing out cheeseburgers?

18 MAGISTRATE CHANEY: Just
19 remember we would like to conclude for
20 today. If not we'll be rescheduling in
21 January.

22 MS. BARRY: His arguments
23 that he can't find work.

24 MAGISTRATE CHANEY: He did just
25 secure --

1 MS. BARRY: Two years
2 later.

3 MAGISTRATE CHANEY: Okay. Go
4 ahead.

5 BY MS. BARRY:

6 Q. What year did you first start working as
7 the online entertainer?

8 A. I'm not sure.

9 Q. Is it true that you were able to earn
10 money from your online work and also perform
11 other work too?

12 A. That depends.

13 Q. Work like painting?

14 A. That depends.

15 Q. Were you able to work like painting?

16 A. When, ma'am?

17 Q. At all, anytime?

18 A. In the history of my life?

19 Q. Yes.

20 A. Yes.

21 Q. Work like landscaping?

22 A. I could possibly secure a job at a lot of
23 places.

24 Q. Could you secure a job tree cutting?

25 A. Possibly.

1 Q. Helping your parents' studio?

2 A. My parents, I'm not sure. Their work is
3 really dissolving right now because of COVID, so
4 my father -- my stepfather just had to sell the
5 building. So as far as employment by them, I
6 don't know if they would actually have any work
7 for me.

8 Q. You could do other odd jobs, correct?

9 A. Excuse me, ma'am?

10 Q. You could take on any other odd jobs?

11 A. Can you give me an example of odd jobs?

12 Q. You just said yourself you could probably
13 find other work, correct?

14 A. I believe I said that, yes.

15 Q. Isn't it true the work I just mentioned,
16 including the work, they never -- jeez, I'm
17 sorry. This got away from me.

18 Isn't it true the work I just mentioned,
19 including the online work never gave you a W-2?

20 A. I'm not sure, ma'am. I'm not sure -- can
21 you repeat the question?

22 Q. Did you receive a W-2 from your online
23 work?

24 A. Yes, I did.

25 Q. Did you receive a W-2 from your tree

1 cutting jobs?

2 A. Tree cutting jobs. That was just through
3 your family's tree cutting business. I'm not
4 sure if they ever sent me a 1099 or W-2.

5 Q. Did you ever fill one out?

6 A. I'm not sure. I would have to look back.
7 Do you know what year that was?

8 Q. No.

9 A. I'm not sure then, ma'am. It wasn't
10 anything in the last two years. I don't
11 remember. I haven't done any tree work in the
12 last two years.

13 Q. Isn't it true that income would never
14 reflect in your tax records?

15 A. I'm not sure, ma'am. I don't know if
16 your brother-in-law gave me a 1099 or W-2 for
17 that work, or if he was just asking me to help
18 him with that job that day. I don't know -- I
19 don't know the dates that I worked for him. It
20 was really sporadic when he asked me to work for
21 them. Do you have the dates that I worked
22 there?

23 Q. Is it true you and I both earned money
24 from performing online?

25 A. Do you have the dates of when I earned

1 money?

2 Q. I'm asking, is it true you and I both
3 earned money working online in the past?

4 A. In the past? I work remotely as a
5 software -- or I worked remotely as a software
6 developer. That was all done through online
7 communication, and I did receive an income from
8 that.

9 Q. Wait. Wait. Listen to my question.

10 A. Yes, ma'am.

11 Q. Isn't it true that both you and I earned
12 money performing online?

13 A. Can you tell me what you mean by
14 performing, ma'am?

15 Q. Entertaining online.

16 A. Can you tell me what you mean by
17 entertaining online, ma'am?

18 Q. Adult natured work online?

19 A. Can you ask me the question again, ma'am?
20 I'm sorry.

21 Q. Isn't it true you and I both earned money
22 from adult performing online?

23 A. Isn't it true? I believe that we've
24 already established that, yes, ma'am.

25 Q. Is it true you also earned money from

1 other work trades, home improvement, and working
2 at your parents' studio, but I only work from
3 home?

4 A. That's not true, ma'am.

5 Q. Is it true you had multiple avenues of
6 income but I only had the one?

7 A. I'm not sure. You did have a job at
8 Mitchell's Fish Market for an amount of time, so
9 I know that you were employable in that sense.
10 So I'm not sure if you had any other jobs other
11 than that.

12 Q. Is it true once you graduated college you
13 shifted time away from other work so you could
14 do more of the software programing?

15 A. Once I graduated from school I was
16 seeking a job as a software developer. I
17 thought since I just earned a degree it would be
18 a relevant industry to get into, and I was
19 seeking a job as a software developer once
20 completing them and earning my degree.

21 September, 2019 I was able to secure a job as a
22 software developer. And then for about two
23 years I was hired with them part-time. And then
24 I was turned from part-time to contract work.

25 Q. So then it's true that you always had

1 work to do in one field or another?

2 A. I'm not sure, ma'am, I'm not sure if
3 you're referencing my employment history on my
4 resumé or what. I'm not sure what the question
5 means.

6 Q. In the discovery you sent on November
7 30th, 2021, you sent me a document, a screenshot
8 from Amazon; is that correct?

9 A. Yes, it's a screenshot, an email I
10 received from Amazon.

11 Q. Here you go.

12 A. What is this? Is this evidence?

13 Q. It's the discovery. Do I need to mark
14 this before I hand --

15 MAGISTRATE CHANEY: It's up to
16 you.

17 MS. BARRY: Okay. Well I
18 suppose then.

19 -0-0-0-

20 (Thereupon, Plaintiff's Exhibit
21 19 was marked for the purpose of
22 identification.)

23 -0-0-0-

24 BY MS. BARRY:

25 Q. Can you identify this document for the

1 record?

2 A. Screenshot number 17. This is
3 Congratulations on your contingent offer from
4 Amazon.

5 Q. So did you get this job?

6 A. Yes.

7 Q. Did you comply with the drug test?

8 A. Yes.

9 Q. Did you do the background check?

10 A. Yes.

11 Q. It states proposed start date is
12 November -- sorry, December 9, correct?

13 A. Correct.

14 Q. It also states you would be working
15 Thursday, Friday, Saturday, Sunday, correct?

16 A. Correct.

17 Q. It states your work hours will be 1:20 AM
18 to 11:50 AM, correct?

19 A. Correct.

20 Q. Is that considered night shift or third
21 shift?

22 A. I'm not sure.

23 MAGISTRATE CHANEY: He's
24 testified to all of this.

25 MS. BARRY: I know. I

1 have a point. I just want to make sure
2 I'm asking.

3 Q. 1:20 AM to 11:50 AM is approximately 10.5
4 hours, approximately 42 hours of work, correct?

5 A. Yes, ma'am.

6 Q. Which amounts to \$2,799 per month,
7 correct?

8 A. Ma'am, that is a ten and a half hour
9 shift, but I will be taking a half an hour lunch
10 break. I don't know if you accounted for that
11 in your numbers. I'm not sure if that is a paid
12 lunch break or not. I believe that I'm only
13 working 40 hours a week, not 42.

14 Q. Did you supplement your existing earnings
15 with this job so you can pay the support in
16 full.

17 A. I'm sorry? Can you repeat that question?
18 I'm not understanding it.

19 Q. Did you supplement your existing earnings
20 with this job so you can pay the amount in full?

21 A. Supplement my existing earnings?

22 Q. Yes.

23 A. This is the only -- Amazon should be the
24 only income I have as far as employment.

25 Q. You're making pandemic assistance, and

1 sign-on bonus?

2 A. They haven't indicated that I will be in
3 any e-mail that I've been given.

4 Q. Are you going to be a delivery associate?

5 A. No, ma'am.

6 Q. So why is this included in your
7 discovery?

8 A. That was the actual job that I applied
9 for, yes, and then the job that I was given was
10 product deployment.

11 Q. So you will not be receiving that \$3,000
12 sign-on bonus?

13 A. They have not indicated I will be. That
14 may be something they'll let me know when I
15 start my shifts or something. But I haven't
16 received any information regarding that.

17 Q. If you do receive the \$3,000 sign-on
18 bonus, do you plan to pay down some of your back
19 support?

20 A. Yes.

21 Q. Do you know how much money you plan to
22 pay back?

23 A. I don't know how much I plan to pay back.

24 Q. Are you planning to get a job for Monday,
25 Tuesday and Wednesday?

1 A. I'm not sure at this point.

2 Q. On November 30th, 2021, within your
3 packet of discovery there were documents of job
4 searches, correct?

5 A. Yes, ma'am.

6 -0-0-0-

7 (Thereupon, Plaintiff's Exhibit
8 21 was marked for the purpose of
9 identification.)

10 -0-0-0-

11 BY MS. BARRY:

12 Q. I'm handing you three pages of
13 screenshots from September 9, 2021.

14 This may be easier to discern, I numbered
15 them one through three.

16 When it says remote after the job
17 description, what is remote referring to?

18 A. That refers to working remotely at your
19 home.

20 Q. And this is the --

21 A. Or whatever your office is.

22 Q. This is the screenshot you provided in
23 your discovery, correct?

24 A. That's correct.

25 Q. And I'm sorry, when it says remote after

1 the job description, what is remote referring
2 to?

3 A. I believe remote refers to not having an
4 office to go to, and you would have to work
5 remotely from your whereabouts.

6 Q. Did you notice the average hourly wage
7 for these jobs is between \$25 to \$40 per hour?

8 A. Thank you. I noticed that, yes.

9 Q. Did you notice the salaries are between
10 60,000 to 103,000 dollars per year making the
11 average salary \$81,500?

12 A. That's what it looks like.

13 Q. You are a capable college-educated Marine
14 with specialized software development training,
15 correct?

16 A. Yes, I am.

17 Q. So in a year seeking a job in a market
18 where employers are begging for workers and
19 paying top dollars, you chose to work for Amazon
20 for 15.50 an hour, correct?

21 A. Well, it's kind of a ridiculous question.
22 I applied for all of these jobs and none of them
23 hired me. The only job that would hire me is
24 the Amazon job I applied for. So as I see here,
25 all of these jobs I applied for turned me down,

1 so maybe I'm not as experienced as I would like
2 to believe. Or maybe I'm not as qualified as I
3 would like to believe I am. And maybe I'm
4 qualified to work at Amazon.

5 Q. Did you put forth an honest effort to
6 find a job?

7 A. Yes.

8 Q. Did you contact recruiters?

9 A. Yes.

10 Q. Are you aware that because you are a
11 Marine you have a special security clearance
12 that others may not have?

13 A. Thank you for informing me.

14 Q. Do you know you qualify for government
15 federal jobs?

16 A. Thank you for informing me.

17 Q. Did you ever check a government website?

18 A. I'm not sure, ma'am.

19 Q. Well did you ever go on a -- you only
20 provided applications and job descriptions from
21 one website, indeed, correct?

22 A. I believe so, ma'am.

23 Q. Did you ever look on other websites for a
24 job?

25 A. In my history of looking for a job?

1 Q. Yes.

2 A. If you know that in what timeframe
3 because I've had other avenues I've used for
4 finding jobs.

5 Q. Such as before?

6 A. Well, you know, throughout my time you
7 would go in person, you know. When I was a
8 teen, I believe I would go in person.

9 Q. I'm talking for software development.

10 A. Software development post through Indeed
11 I find easy to apply for jobs in software
12 developer.

13 Q. How many jobs do you think would be on
14 the market after all this time searching?

15 A. I couldn't tell you. I don't know how
16 many jobs.

17 Q. You've been searching for two years now,
18 so I'm just, you know, you should have a good
19 idea of how many jobs there are and how much
20 they're paying?

21 A. Yeah, after two years I would think I
22 would be hired, but I guess I'm not qualified.

23 MAGISTRATE CHANEY: Do you have
24 a four year degree or two year degree?

25 THE WITNESS: Two year

1 degree, ma'am, with which I worked hard
2 for.

3 MAGISTRATE CHANEY: You're in
4 school to get a four year degree?

5 THE WITNESS: Currently I
6 am.

7 MAGISTRATE CHANEY: Okay.

8 MS. BARRY: My next
9 exhibit will be 22.

10 -0-0-0-

11 (Thereupon, Plaintiff's Exhibit
12 22 was marked for the purpose of
13 identification.)

14 -0-0-0-

15 MS. BARRY: Here you go.

16 BY MS. BARRY:

17 Q. I'm handing you a document from the labor
18 -- Department of Labor and Statistics. Could
19 you describe what this document is?

20 A. It says Local Wages for Software
21 Developers from O*Net online.

22 Q. Okay.

23 A. Looks like you gave me hourly wages.

24 Q. Okay. And for Ohio in the center, could
25 you read what the hourly wages are?

1 A. \$28.18.

2 Q. At the very lowest end of the spectrum.

3 What's in the center as the medium?

4 A. 46.09.

5 Q. For software developer in Ohio. Then
6 above it there's an area for Cleveland
7 specifically. Could you read the median hourly
8 wage for a software developer in Cleveland,
9 Ohio?

10 A. \$28.72.

11 Q. I'm talking about the median.

12 A. \$47.51.

13 Q. Do you see the page, I believe it should
14 be page 3, which says Employment Trends, Ohio
15 Employment Trends?

16 A. I see it.

17 Q. For the area that says projected growth
18 between 2018 and 2028, could you read what the
19 projected growth is?

20 A. Is that 19 percent?

21 Q. Yes. Isn't it true that you
22 intentionally chose not to work, or chose to
23 work under the table in order to dupe this Court
24 into thinking you could not find a job to match
25 your qualifications?

1 A. No.

2 Q. Do you realize these questions are
3 pertinent to these proceedings and you're
4 intentionally committing perjury?

5 A. Okay.

6 Q. Are we in Court today because I want you
7 to pay 1,800 per month and to hold you to our
8 agreement?

9 A. Are we? I don't know. We're in court
10 today because I motioned to have my spousal
11 support modified.

12 Q. Isn't it true that I expect you to pay
13 the \$1,800 a month as stated in the support
14 agreement?

15 A. I'm not sure, ma'am.

16 Q. What's the purpose of the agreement, to
17 state what is expected from the parties?

18 A. I believe so, ma'am.

19 Q. Was the purpose of the agreement, to
20 state what the parties' obligations were?

21 A. I believe so, ma'am.

22 -0-0-0-

23 (Thereupon, Plaintiff's Exhibit
24 23 was marked for the purpose of
25 identification.)

1 -0-0-0-

2 BY MS. BARRY:

3 Q. I'm handing you a Motion to Modify. Is
4 this the Motion to Modify that you filed?

5 A. Yes, ma'am.

6 Q. Is this a fraudulent motion?

7 A. No, ma'am.

8 Q. Do you see where it says at the time of
9 the parties' Judgment Entry on or about October
10 22, 2019, Petitioner-2's income was reported as
11 being 85,000?

12 A. I see that, ma'am.

13 -0-0-0-

14 (Thereupon, Plaintiff's Exhibit
15 24 was marked for the purpose of
16 identification.)

17 -0-0-0-

18 BY MS. BARRY:

19 Q. Is this your affidavit?

20 A. Yes, ma'am.

21 Q. Do you see in line 4 where it says, At
22 the time of the support obligation -- I'm sorry.
23 At the time the support obligation was
24 calculated, my income was reported as being
25 \$85,000?

1 A. I see that. But I could have honestly
2 written anything. I could have written I made
3 \$250,000. I reported that --

4 MS. BARRY: This is the
5 next exhibit.

6 A. I reported that without any sort of
7 background information to support it. That was
8 just me saying that with my mouth because that's
9 what I was looking for a position that I thought
10 I would be able to fulfill and I would be able
11 to make that amount, and that's why I reported
12 it.

13 MAGISTRATE CHANEY: Were you
14 making 85,000?

15 THE WITNESS: Never once in
16 my life have I made \$85,000 a year.
17 That was only because Sarah and I
18 agreed that that's what we would write
19 down on the paperwork.

20 -0-0-0-

21 (Thereupon, Plaintiff's Exhibit
22 25 was marked for the purpose of
23 identification.)

24 -0-0-0-

25 BY MS. BARRY:

1 Q. Did you fill out this child support
2 worksheet?

3 A. Yes.

4 Q. Do you see on line 1 under Wage Earner A,
5 does it say \$85,000?

6 A. Yes, it does.

7 Q. On the last page, did you sign it?

8 A. Yes, I did.

9 MS. BARRY: This is going
10 to be the next exhibit.

11 -0-0-0-

12 (Thereupon, Plaintiff's Exhibit
13 26 was marked for the purpose of
14 identification.)

15 -0-0-0-

16 BY MS. BARRY:

17 Q. Could you identify this document, please?

18 A. Judgment Entry of Dissolution.

19 Q. On page 1, the fifth paragraph starting
20 with The Court further finds in open Court this
21 date, can you read that out loud?

22 A. The Court further finds, in open Court
23 this date, the parties acknowledged that they
24 were still in agreement as to the terms thereof
25 and that there has been a full disclosure by

1 each of the parties of all of his or her income,
2 assets, and liabilities.

3 The Court further finds that the
4 Separation Agreement is fair, just and
5 equitable.

6 Q. Did you make a full disclosure of all
7 income?

8 A. No. No, ma'am.

9 Q. Did you lie about your income?

10 A. Yes, ma'am.

11 Q. At the time you signed the settlement
12 agreement child support worksheet and all of the
13 Court documents, were you aware that you were
14 lying about your income?

15 A. I wasn't aware that I was lying. I
16 thought that I was intending on making that and
17 I was looking for a job making that. That's why
18 I filled that out. I was hoping I could secure
19 a job. I never intended to lie, or you know,
20 try to --

21 Q. So you weren't aware that --

22 A. Forge any documents. I was simply
23 stating what I thought I would be able to make,
24 which I'm not able to make, and I have been --

25 Q. Did you enter into the separation

1 agreement knowing full well you lied about your
2 income?

3 A. Yes.

4 MAGISTRATE CHANEY: How much
5 were you making in 2019?

6 THE WITNESS: Ma'am, I was
7 just finishing being a student at the
8 time. I got a first position in 2019
9 making \$15 dollars an hour. Before
10 that, I was just making VA benefits,
11 you know, at the most \$1,800 a month.
12 I never earned anywhere near \$85,000.
13 I said that under duress because I
14 wanted to get out of the marriage.

15 MAGISTRATE CHANEY: What did you
16 say you were making in September of
17 2019?

18 THE WITNESS: I started at
19 \$14 an hour, and then they bumped me up
20 to 15 after 90 days.

21 MAGISTRATE CHANEY: Go ahead.

22 BY MS. BARRY:

23 Q. Are you saying you knowingly and
24 willfully entered into an agreement paying
25 \$1,800 a month even though you were aware your

1 income was not \$85,000 a year?

2 A. Yes, I am saying that.

3 Q. So your agreement to pay me 1,800 a month
4 was not based on an income of 85,000 a year; is
5 that correct?

6 A. Well, ma'am, right here it says there's
7 been full disclosure by each of the parties of
8 all of his her income. You knew I wasn't making
9 85 as well.

10 Q. So my question is, so your agreement to
11 pay 1,800 per month was not based on an income
12 of 85,000 per year, correct?

13 A. Correct.

14 Q. Was it simply based on an agreement which
15 was not linked to your income?

16 A. Correct. But I would add that you also
17 did sign the agreement saying that there was --
18 we were both aware of each other's incomes.

19 MS. BARRY: Is it all
20 right if I take these up there with me?
21 These four?

22 BY MS. BARRY:

23 Q. This is your Motion to Modify. At the
24 time of the parties' Judgment Entry on or about
25 October 22nd, 2019, Petitioner-2's income was

1 reported as being \$85,000. Petitioner-2's
2 income has dramatically changed, and such change
3 in circumstance was neither caused by any
4 actions by Petitioner-2, nor anticipated at the
5 time of the original Judgment Entry Decree of
6 Dissolution was filed, correct? It says that?

7 A. It says that, yes.

8 Q. Your income did not drastically change
9 though, did it?

10 A. No, it did not.

11 Q. It was never \$85,000 in the first place?

12 A. That's correct.

13 Q. So claiming a change is a lie, correct?

14 A. A change, it's drastically changed from
15 what I reported it being.

16 Q. Your motion, the change in circumstances
17 was neither caused by you nor anticipated, but
18 you did cause it by lying about the amount in
19 the first place, correct?

20 A. I guess, yes.

21 Q. The change was indeed anticipated since
22 you were aware of the full amount stated was
23 false from the start, correct?

24 A. I believe, yes.

25 Q. So it is true your motion is deceptive,

1 false, and fraudulent?

2 A. I am not sure, ma'am.

3 Q. I'm handing you your affidavit. Did you
4 see line 5?

5 A. I can see, yes, ma'am.

6 Q. It reads, since the Judgment Entry dated
7 October 22nd, 2019, I have only been able to
8 work part-time, and have earned significantly
9 less than \$85,000 income. Do you see where it
10 says that?

11 A. I see where it says that, yes.

12 Q. Is it true you only worked part-time by
13 choice?

14 A. I was only -- that wasn't by choice, I
15 was looking for work at the same time. I wasn't
16 working part-time by choice.

17 Q. You testified you had all these other
18 supplemental streams of income but you chose not
19 to use one of them, is that true?

20 A. I'm not sure, ma'am.

21 Q. It is true you were really working
22 full-time?

23 A. I'm not sure, ma'am.

24 Q. These are your text messages. Did you
25 inform me you were working Monday through Friday

1 at eight AM to five PM?

2 A. I'm not sure when I informed you of that.

3 Q. Did you inform me of that?

4 A. I believe so. I'm not sure about what
5 date that was, it could have been before or
6 after.

7 Q. Isn't it true you lied when you were
8 claiming you were only able to work part-time?

9 A. No, that's not.

10 Q. Did you recall you testified you remember
11 working 60 hours a week but you chose not to
12 continue because I did not deserve the support?

13 A. No. No, ma'am.

14 Q. You don't recall that?

15 A. I recall testifying that I was working 60
16 hours a week breaking my back and that I'm still
17 unable to make that \$1,800 payment.

18 Q. Line 6 reads, I am currently looking for
19 a new position but have not been unable to earn
20 anything close to \$85,000. Close?

21 A. I'm looking at text messages, ma'am.

22 Q. I'm sorry? Line 6 reads, I'm currently
23 looking for a new position but have been unable
24 to earn anything close to 85,000; is that
25 correct?

1 A. That's what it says.

2 Q. Isn't it true you were not seeking a job?

3 A. At what time are we talking about?

4 Q. When you wrote that.

5 A. So first off, I hired an attorney to
6 write this up. I didn't write it myself.

7 Q. But you signed it?

8 A. Yes, I did sign it. But I don't know
9 where you're getting that I wasn't applying for
10 work at that time.

11 Q. Well are you testifying that from August
12 2020 to today you were unable to find a job?

13 A. I'm testifying that during those times I
14 was unable to find a job that would pay me
15 85,000.

16 Q. But are you testifying that from August
17 2020 to today you were unable to find part-time
18 work, supplemental part-time work?

19 A. I'm not saying that, ma'am.

20 Q. Is it true you don't want to work and
21 refusing to work will lower your support
22 payments?

23 A. That's not true.

24 Q. When you agreed to \$1,800, did you
25 believe you could negate that by stating you did

1 not make what was stated on the worksheet?

2 A. I'm not sure, ma'am.

3 Q. Is there anything that says you could lie
4 about the income to modify the agreement?

5 A. I'm not sure, ma'am.

6 MS. BARRY: This was an
7 exhibit that I had in my possession.

8 Q. You stated that you applied at
9 Progressive; is that true?

10 A. Yes, ma'am.

11 Q. What position did you apply for?

12 A. I'm not sure, ma'am.

13 Q. You market yourself as a junior
14 developer?

15 A. I'm not sure, ma'am, I've applied at
16 Progressive multiple times.

17 Q. Are you aware that Progressive has
18 multiple job openings which you are qualified
19 for?

20 A. I have a job, ma'am.

21 Q. But are you aware that Progressive has
22 multiple job openings which you are qualified
23 for?

24 A. I'm not sure of that, ma'am.

25 Q. So when you are applying to Progressive,

1 did you look over all the positions that you
2 could choose from?

3 A. I found that position on Indeed, I
4 believe, ma'am.

5 Q. Would it surprise you that you're
6 actually qualified to be a senior developer at
7 Progressive?

8 A. I would be very surprised. In fact, I
9 had a teacher when I was going through Lakeland
10 who works for Progressive, and he's a senior
11 developer, but he says you have to have at least
12 your Bachelor's Degree to be looked at for
13 Progressive. And now he's a senior developer,
14 but he went to Case Western Reserve and earned
15 his Masters Degree in Development, and he's had
16 an extensive career as a developer. So his
17 experience plus his education helped him secure
18 that job.

19 Myself with a two year degree and the
20 experience I have, I would be very shocked to
21 learn that I'm qualified to be a senior
22 developer, nor would I want to be considered for
23 that role and I do not believe I would be
24 qualified for that role.

25 MS. BARRY: This will be

1 my next exhibit.

2 -0-0-0-

3 (Thereupon, Plaintiff's Exhibit
4 27 was marked for the purpose of
5 identification.)

6 -0-0-0-

7 BY MS. BARRY:

8 Q. I'm going to hand you this job
9 application.

10 A. Thank you.

11 Q. Could you please, under Must-Have
12 Qualifications, read it?

13 A. Bachelor's degree or higher in
14 Information Technology discipline or related
15 field of study and two years of work experience
16 designing, programming and supporting software
17 programs or applications.

18 Q. Go on.

19 A. Instead of the above, a high school
20 diploma or GED or higher, and the completion of
21 a technical training program and two years
22 related work experience. Or four years related
23 work experience designing, programming, and
24 supporting software programs and applications.

25 Q. Well that's you, correct?

1 A. No, ma'am.

2 Q. Okay. So you actually do have -- so
3 instead of the above, a high school diploma or
4 GED or higher, and so first of all you have a
5 high school diploma or GED or higher?

6 A. I have a high school diploma.

7 Q. And also higher?

8 A. And higher.

9 Q. And the completion of a technical
10 training program which you have because you have
11 a degree, correct?

12 A. Yes, ma'am.

13 Q. And two years related work experience
14 which you have professionally; is that correct?

15 A. I have two years of part-time work,
16 ma'am.

17 Q. Professional part-time work, correct?

18 A. Yes.

19 Q. And could you please under where it says
20 compensation, read what it says?

21 A. Compensation, 70,830 to \$104,700 a year,
22 720 a year, sorry, depending on position level
23 and experience. Gainshare bonus up to either 24
24 percent or 30 percent, depending on position
25 level, of your eligible earnings based on

1 company performance.

2 -0-0-0-

3 (Thereupon, Plaintiff's Exhibit
4 28 was marked for the purpose of
5 identification.)

6 -0-0-0-

7 BY MS. BARRY:

8 Q. Were you aware that Progressive is
9 headquartered in Mayfield Heights?

10 A. Is it, ma'am?

11 Q. And you live in Mayfield Heights?

12 A. I live in Lyndhurst, yes, ma'am.

13 Q. So here's another open position from
14 Progressive. Is this for a senior developer job
15 or junior developer job?

16 A. Senior developer job, ma'am.

17 Q. Must-Have Qualifications, could you read?

18 A. Must-have Qualifications. Bachelor's
19 degree or higher in an Information Technology
20 discipline or related field of study and two
21 years of related work experience designing,
22 programming, and supporting software programs
23 and applications.

24 Q. Go on.

25 A. Bullet point, bullet point number two.

1 29 was marked for the purpose of
2 identification.)

3 -0-0-0-

4 BY MS. BARRY:

5 Q. Could you read what this is, please, what
6 this job position is?

7 A. Could I read the description?

8 Q. What the position is.

9 A. Software developer/Senior.

10 Q. Okay. And the qualifications, please,
11 from Must-Have Qualifications?

12 A. Must-Have Qualifications. Bachelor's
13 degree or higher in Information Technology
14 discipline or related field of study and two
15 years of related work experience designing,
16 programming, and supporting software programs
17 and applications.

18 Instead of the above, a high school
19 diploma or GED or higher and the completion of a
20 technical training program, and two years
21 related work experience, or four years related
22 work experience designing, programming and
23 supporting software programs and applications.

24 MAGISTRATE CHANEY: Sir, how
25 many jobs have you looked for at

1 Progressive, just roughly?

2 THE WITNESS: I don't know.
3 Five, six. I've applied there so many
4 times. I literally have applied there
5 many times.

6 MAGISTRATE CHANEY: Did you get
7 any interviews?

8 THE WITNESS: Never been
9 considered.

10 BY MS. BARRY:

11 Q. Could you read the second bullet point
12 for Must-Have Qualifications, please?

13 A. Instead of the above, a high school
14 diploma or GED or higher, and the completion of
15 a technical training program and two years work
16 related experience, or four years work related
17 experience designing, programming, and
18 supporting software programs and applications.

19 Q. And the compensation?

20 A. Compensation is \$66,895 to \$104,720 a
21 year depending on position level and experience.
22 Gainshare bonus of up to 24 to 30 percent
23 depending on position level of your eligible
24 earnings based on company performance.

25 -0-0-0-

1 (Thereupon, Plaintiff's Exhibit
2 30 was marked for the purpose of
3 identification.)

4 -0-0-0-

5 BY MS. BARRY:

6 Q. And I'll ask you read what that position
7 is, please?

8 A. Yes, ma'am. Mobile Application Developer
9 dash Remote.

10 Q. Could you read the Must-Have
11 qualifications, please?

12 A. Must-Have Qualification. First bullet
13 point, Bachelor's degree or higher in
14 Information Technology discipline or related
15 field of study and two years related work
16 experience designing, programming, and
17 supporting software programs and applications.

18 Bullet point number two. Instead of the
19 above, a high school diploma or GED or higher
20 and the completion of a technical training
21 program, and two years related work experience,
22 or four years related work experience designing,
23 programming, and supporting software programs
24 and applications.

25 Q. And the compensation for that position,

1 please?

2 A. Compensation, 75,000 to 119,000 dollars a
3 year depending on position level and experience.
4 Gainshare bonus up to 24 to 30 percent depending
5 on position level of your eligible earnings
6 based on company performance.

7 MAGISTRATE CHANEY: Okay. We're
8 going to take a break. It's around
9 three, so if there are any other
10 questions for 30.

11 We've been going an hour 15
12 minutes. Everybody needs a break.
13 We'll start back up at 3:15.

14 We'll go off the record.

15 -0-0-0-

16 (Thereupon, a recess was had.)

17 -0-0-0-

18 MAGISTRATE CHANEY: Okay. So
19 we're going to go back on the record.
20 It's 3:15, December 3rd.

21 We're not going to be able to
22 finish this up in 45 minutes because
23 you still have your testimony, and you
24 still get a chance to cross the
25 oblige. So we're going to go until

1 like 3:45 to get a little bit more done
2 for the day.

3 I'm just going to have my
4 scheduler contact you guys for a date
5 in January. I don't have my calendar
6 with me. She can contact you both.
7 And again no emails to the Court.

8 MR. WHITE: Okay. Can I
9 just -- I didn't mean to interrupt, but
10 I was going over everything. I don't
11 really have any direct testimony left.

12 MAGISTRATE CHANEY: Well, if you
13 finished with his cross. Okay. Then
14 it's still his case. He can still call
15 you if as upon cross.

16 MS. BARRY: Right. I'm
17 just saying in the interest of saving
18 time.

19 MAGISTRATE CHANEY: Then you
20 have your motion, so you get to testify
21 in the narrative, and then he can cross
22 that too.

23 MS. BARRY: I covered a
24 lot. I mean, I don't think I have any
25 further questions.

1 MAGISTRATE CHANEY: Let's go
2 back on the record.

3 COURT REPORTER: We were on
4 the record.

5 MAGISTRATE CHANEY: Are you
6 finished with your cross-examination of
7 him?

8 MS. BARRY: Yes, I
9 believe I am.

10 MAGISTRATE CHANEY: Okay. So
11 you are getting the opportunity to do a
12 redirect of yourself. You're allowed
13 to testify in the narrative, and then
14 you can call your next witness which
15 you can call her as if upon cross as a
16 hostile witness, or do you have any
17 other witnesses?

18 Go ahead.

19 MR. WHITE: I'm not sure,
20 ma'am, I don't have any witnesses to
21 call. I don't want to call myself.

22 I don't know what to do, ma'am.
23 I'm really inexperienced to these
24 proceedings. I'm not sure what to do
25 right now. I'm finished. I don't need

1 to cross-examine Sarah to see her
2 information or bank information, it's
3 just me. I thought it was for me to
4 show cause or show my ability to earn,
5 which I feel like --

6 MAGISTRATE CHANEY: Okay. And
7 cases like this, you could call
8 yourself to redirect and testify about
9 anything in the narrative regarding any
10 of the questions that she's asked you.

11 MR. WHITE: Okay.

12 MAGISTRATE CHANEY: And then
13 you could call her as if upon cross if
14 there was anything -- your exhibits are
15 A through D, if there's any exhibits
16 you want to get in, or anything
17 regarding her income or expenses.
18 That's how it happens.

19 MR. WHITE: Okay.

20 MAGISTRATE CHANEY: And then she
21 can also testify in the narrative on
22 her own because she has pending
23 motions. And then you can always cross
24 her. So.

25 MR. WHITE: Can I start

1 that the next -- could I start that the
2 next court date?

3 MAGISTRATE CHANEY: This is a
4 good place. We could stop right now
5 then.

6 MR. WHITE: Okay.

7 MAGISTRATE CHANEY: And then you
8 folks can, because you're holding
9 yourselves out to be attorneys, handle
10 yourself in trial. So why don't we end
11 for the day.

12 You finished the
13 cross-examination of Mr. White. And
14 you can decide whether you want to do
15 redirect, or call her as if on cross.

16 MS. BARRY: If we were
17 finishing I was trying to save time so
18 I was told I needed to cut mine down.
19 If you're not saving time today, you
20 told us you wanted it to finish today.
21 That's why I'm cutting mine down.

22 MAGISTRATE CHANEY: Okay. You
23 have to decide whether you are done
24 with cross-examination of him or not.
25 It's up to you. This is your case. I

1 mean, this is your line of questioning
2 of cross-examination.

3 MS. BARRY: I was under
4 the impression that you were trying to
5 wrap this up today.

6 MAGISTRATE CHANEY: I thought we
7 were trying. This is the fourth date
8 of trying.

9 MS. BARRY: That's what I
10 mean. If Casey wants to finish it
11 today, I'm happy to compromise.

12 MR. WHITE: I don't think
13 that 45 minutes is enough time for me.

14 MS. BARRY: Otherwise it
15 makes no difference if we're coming
16 back anyway, I would like to get all my
17 information on the record.

18 MAGISTRATE CHANEY: So you're
19 not done with cross-examination of him?

20 MS. BARRY: I suppose
21 not. If I have more -- if we aren't
22 trying to save time, then I don't see
23 why I should be forced to skip
24 information.

25 MAGISTRATE CHANEY: No one is

1 forcing you to skip any information.

2 I'm asking if you are done with
3 cross-examination of him or not.

4 MS. BARRY: Then I am
5 not.

6 MAGISTRATE CHANEY: Okay. Then
7 we are going to reschedule. We're not
8 going to get it done in the next 45
9 minutes, so I will have my scheduler
10 contact you. You both should probably
11 look over how you want to finish the
12 last day of the trial.

13 MR. WHITE: Are there
14 going to be options for the scheduling,
15 ma'am?

16 MAGISTRATE CHANEY: My scheduler
17 is going to contact you both and look
18 over your -- you can look over your
19 schedules for January. Okay?

20 MR. WHITE: Yes, ma'am.

21 MAGISTRATE CHANEY: Okay. We're
22 going to go off the record then.

23 -0-0-0-

24 (Thereupon, an adjournment was taken.)

25 -0-0-0-

C E R T I F I C A T E

1
2 I, Lois E. Zakelj, Official
3 Court Reporter for the Court of Common
4 Pleas, Cuyahoga County, Ohio, do hereby
5 certify that as such reporter I took
6 down in stenotype all of the
7 proceedings had in said Court of Common
8 Pleas in the above-entitled cause; that
9 I have transcribed my said stenotype
10 notes into typewritten form, as appears
11 in the foregoing Partial Transcript of
12 Proceedings; that said transcript is a
13 partial record of the proceedings had
14 in the trial of said cause and
15 constitutes a true and correct Partial
16 Transcript of Proceedings had therein.
17
18
19
20
21

Lois E. Zakelj

22 Lois E. Zakelj
23 Official Court Reporter
24 Cuyahoga County, Ohio
25

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