

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

Nicoleta E. Spantithos,	:	
	:	Case No. 22 CV 7466
Plaintiff,	:	
	:	
v.	:	Judge Andy D. Miller
	:	
Christina G. Spantithos, <i>et al.</i> ,	:	
	:	
Defendants.	:	

FIRST REPORT OF RECEIVER

Jack Harris of Intercept Management Corporation, the Court-appointed receiver (the “Receiver”) over Olympic Properties, LLC (the “Company”), respectfully submits this *First Report of Receiver* (the “Report”) pursuant to Local Rule 66.06 and the orders of this Court.

I. INTRODUCTION

Pursuant to the *Judgment Entry* on November 29, 2023, appointing the Receiver in this case (the “Receiver Order”), the Receiver has been directed by the Court to file periodic reports throughout this case. In order to apprise the Court of the Receiver’s progress since the inception of this case, the Receiver sets forth the following Report and the plan set forth therein (the “Plan”), which will be updated regularly from this point forward. This Report discusses the following:

- i. the nature of the properties that are the subject of the receivership proceedings; an overview of the current case status; and a report from the Receiver since being appointed;
- ii. the disclosure of significant assets of the receivership estate, including the Receiver’s initial inventory of properties and accounting;
- iii. the goals of the Receiver in administering this case, including estimated liquidation dates and methods;

- iv. the anticipated transactional costs predicted for the receivership, including professional costs and operational costs;
- v. the anticipated litigation within the receivership and the expected costs for such proceedings; and
- vi. the expected duration of the receivership.

The Receiver respectfully requests that the Court, upon analysis of the contents of the Report, enter an order approving the Plan.

II. BACKGROUND INFORMATION

1. Plaintiff Nicoleta E. Spantithos (the “Plaintiff”) initiated this case on October 26, 2022, by filing her *Complaint* (the “Complaint”) against Defendants Christina Spantithos, Spiros Spantithos, the Company, and the Franklin County Treasurer.

2. In the Complaint, Plaintiff set forth four causes of action in this case: one for partition of the property located at 4994-A N. High St., Columbus, Ohio, Parcel No. 010-117208-00 (the “Partition Property”); two alleging breach of fiduciary duty and civil conspiracy, respectively, against Christina Spantithos and Spiros Spantithos, who are the Plaintiff’s siblings (the “Siblings”); and the final count for dissolution of the Company based on her claims against the Siblings.

3. The Plaintiff and each of her Siblings own equal one-third shares of the Company. The Company owns and maintained seven properties (the “Properties”) in Franklin County, Ohio, more specifically listed as:

- a. 1101 Folkestone Road, Columbus, Ohio, Parcel No. 010-129831-00;
- b. 4480 Kenny Road, Columbus, Ohio, Parcel No. 010-136767-00;
- c. 4450-4454 Kenny Road, Columbus, Ohio, Parcel No. 010-129882-00;

- d. 4460 Kenny Road, Columbus, Ohio, Parcel No. 010-013993-00;
- e. 5701-5707 Maple Canyon Drive, Columbus, Ohio, Parcel No. 010-115253-00;
- f. 4469 Rosemary Parkway, Columbus, Ohio, Parcel No. 010-086671-00; and
- g. 3361-3363 North High Street, Columbus, Ohio, Parcel No. 010-010845-00,
which also includes 18 West Brighton.

4. Each of the Properties is further described in the Complaint and in its exhibits. To the best of the Receiver's knowledge, the Properties are not encumbered by any mortgages, judgment liens, liens, or any other encumbrance, excepting therefrom any real estate taxes which may be due and owing.

5. The Plaintiff alleged that her Siblings, in their position of trust at the Company, wrongfully diverted funds and property from the Company for their personal use, without the knowledge or consent of the Plaintiff. The Plaintiff claimed that their wrongful actions frustrated the economic purpose of the Company, and that, further, it was no longer reasonably practicable for the members of the Company to continue operating the business with one another.

6. Citing all these reasons, the Plaintiff moved the Court to appoint a receiver over the Company on January 13, 2023, who would then serve as a neutral third-party to assist the Court in running and liquidating the Company for the benefit of all owners and creditors. *See Motion of Plaintiff, Nicoleta E. Spantithos, (1) for Default Judgment; (2) to Order a Hearing on Damages on the Claims Set Forth in Counts One and Two of Plaintiff's Complaint; (3) to Order Partition of Real Property, Appoint a Commissioner to Make the Partition, and Issue a Writ of Prohibition; and (4) to Immediately Appoint a Receiver for Olympic Properties, LLC* (the "Motion to Appoint").

7. The Motion to Appoint was granted on November 29, 2023, when the Court entered its Receiver Order and appointed the Receiver over the Company and all its assets for the purpose of liquidating those assets and facilitating the Company's wind-down.

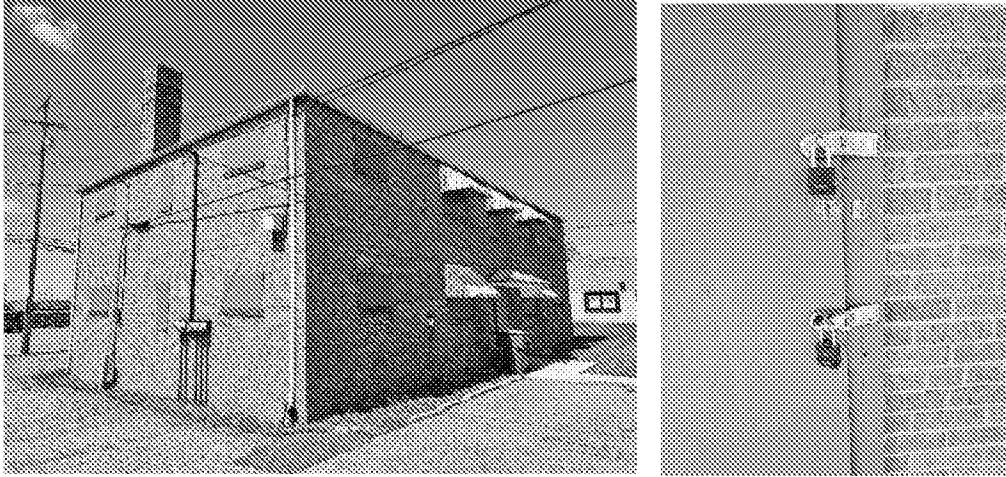
8. Through the Receiver Order, the Receiver was also appointed as commissioner for the purpose of dividing the Partition Property. A separate commissioner report is being filed with this Report.

9. The Receiver filed his *Receiver's Undertaking* on December 8, 2023. The Court ordered that the Receiver obtain a bond in the amount of \$25,000.00. As demonstrated in the undertaking that was filed, the Receiver obtained a \$25,000.00 insurance bond through NGM Insurance Company. Although the Receiver submitted his undertaking on December 8, 2023, the Receiver waited for the appeal period on the Receiver Order to run prior to commencing work. No appeal was filed.

III. REPORT OF THE RECEIVER'S ACTIVITY TO DATE

10. At the outset, it is important to note that the Receiver has been in direct conversations with the owners of the Company and the Partition Property, as well as their counsel. Because this case involves siblings and personal investments, and because it appears to the Receiver that there may be a path to compromise, the Receiver has been exploring all options with the parties. Ultimately, the Receiver has been ordered to liquidate the Company by selling the Properties, but there is a foreseeable path where only a certain number of the Properties are sold to satisfy the Plaintiff's claims, and that the remaining owners retain the unsold real estate. The Receiver will continue to work with the parties in an attempt to find a joint plan for liquidation, and any reference in this report to the potential sale of the Properties in full will be subject to those continued discussions.

11. Upon appointment, the Receiver secured the Properties. Vacant Properties were boarded up and secured. In like vein, the Partition Property was boarded up and secured, as shown in the images below:



12. At the Partition Property and certain of the vacant Properties, the Receiver discovered various personal effects believed to be the personal property of the parties present in this case (the “Personal Property”). Example images of the Personal Property are included below:



13. Every two weeks, the Receiver has returned to the boarded Properties and Partition Property, ensuring that they remain secure and that nobody unauthorized has entered those buildings.

14. Businesses renting certain of the Properties were given instructions on how to pay rent, and the Receiver has ensured that those businesses are all paid up on their rental obligations. Those businesses include the following: DeSantis Florist Inc. (“DeSantis”) (at 4460 Kenny Rd.); HoneyDip Donuts & Diner (at 4480 Kenny Rd.); HealthMarkets Insurance (at 4450 Kenny Rd.); Iacono’s Pizza & Restaurant (at 4452 Kenny Rd.); Mariachi’s Mexican Restaurant (at 5701 Maple Canyon Dr.); and Linda Mexicana (at 5705 Maple Canyon Dr.). The Receiver remains in consistent contact with these businesses.

15. At one of the Properties (4460 Kenny Rd.), two exterior HVAC units were stolen in April, with copper removed as well. The Receiver has engaged in conversations with DeSantis to discuss their lease and who is responsible for replacing those units, which the Receiver believes is the responsibility of the lessee.

16. To further assess the Properties, the Receiver initiated talks with regional appraisers, seeking to employ one for the sake of appraising the Properties for the sake of future liquidation through sale.

17. On April 23, 2024, the Receiver filed his *Application to Employ Integra Realty Resources – Columbus* (the “Application”). The Application sought approval of the Court to employ Integra Realty Resources – Columbus (the “Appraiser”) in order to generate an appraisal of the Properties to assist in their liquidation through sale.

18. In May, the Receiver and his counsel opened conversations with counsel for the other parties, discussing the removal of Personal Property from the Properties and Partition Property. Based on those conversations, the Receiver believes the parties should have thirty (30) days to clear out their personal effects. Upon Court approval, the Receiver would then be authorized to clean out all remaining Personal Property after that 30-day period.

19. Accordingly, the Receiver is filing a *Motion to Approve the Cleanout of Properties of the Receivership Estate* (the “Cleanout Motion”) with the Court concurrently with this Report.

20. In addition to the foregoing, the Receiver has been communicating with counsel for the Plaintiff and counsel for Mr. Spantithos as they discuss possible resolutions. The Receiver will continue to work with the parties to see if there would be a possible resolution to this case, but understands that the parties have not yet reached an agreement.

21. Finally, the Receiver was made aware early in the proceeding that there is a pending action in relation to one of the Properties, 3361-3363 N. High St., in the Franklin County Municipal Court, Environmental Division (the “Environmental Court”), captioned *Columbus v. Olympic Properties, LLC, et al.*, Case No. 2023 EVH 60785 (the “Environmental Case”). In the Environmental Case, the City of Columbus (the “City”) outlined that the subject property was the subject of an order from the Columbus Department of Building and Zoning Services indicating that due to deterioration, the building was unsafe. In addition, the City indicated that the Columbus Division of Fire had further assessed Ohio Fire Code violations on the building. These matters will be addressed by the Receiver in due course, and the City is aware of the receivership.

IV. ASSETS & ACCOUNTING

A. Inventory of the Receivership Estate

22. The Receiver has completed his initial inventory. The Properties that are the subject of this receivership estate have been described and defined above.

23. At this time, the Receiver is unable to determine an appropriate value for all of the Properties, but there are public records available showing the current auditor value. Employing the Appraiser would assist in the determination of that value, and the Application is pending before the Court.

24. The Receiver does not consider the Personal Property to be an asset of the receivership estate. In fact, it is a liability to the extent that a cleanout needs to occur for the vacant Properties.

B. Receiver's Accounting

25. Attached as Exhibit A is a copy of the Receiver's most recent profit and loss statement which provide an accounting for the duration of this receivership and the rent payments from the businesses at the Properties.

26. Should any party in interest with appropriate standing require additional information, the Receiver is willing to comply with such reasonable requests.

V. RECEIVERSHIP PLAN

A. Continued Collection of Rent & Cleanout of the Properties

27. The initial portion of the receivership was concentrated on re-establishing the revenue streams from the Properties, in particular the rental payments from the businesses operating the Properties.

28. The next stage of the receivership will concentrate on the appraisal of the Properties and preparation of the Properties for sale. Then, with the approval of the Court, the Receiver intends to pursue the sale of those Properties in furtherance of liquidating the Company's assets.

29. The Receiver's leasing efforts will allow the Receiver to not only market the Properties as income-generating, but will also provide for an important revenue stream for the receivership estate that will cover the costs of the estate and bring in funds for creditors and equity holders. This is why the Receiver has spent some time in the case simply collecting rent and stabilizing his connections with the business owners operating at the Properties, as well as working with DeSantis in resolving the theft of the HVAC units.

30. As part of the process of marketing and eventually selling one or more of the Properties, the Receiver intends to address health and safety concerns within the Properties, as well as certain quality of life improvements needed where feasible. The Receiver will engage on a case-by-case cost-benefit analysis to determine where improvements to the Properties should be made. For example, there are certain conditions that the Receiver finds concerning at the Partition Property related to damages walls and broken windows, as evident in the following images:



31. In this vein, the Receiver is filing the Cleanout Motion for the authority to coordinate the removal of the large amount of Personal Property remaining at the vacant Properties and Partition Property, first allowing parties to remove their personal belongings but then, after 30 days, hiring a company to cleanout the remaining Personal Property in its entirety.

32. The Receiver is exploring different options for selling one or more of the Properties. There are multiple factors that go into a sale, including the consideration of private versus public sales, and whether Properties should be sold together as opposed to being sold individually. To aid in the Receiver's consideration of how to move forward, the Receiver has filed the Application to seek to employ the Appraiser. With the information provided by appraisals of the various Properties, the Receiver will be able to generate a plan for moving forward with the sale.

33. In the near future, the Receiver is going to be investigating possible claims of the receivership estate. There may have been, for example, certain funds diverted from the Company prior to the appointment of the Receiver that may be recoverable.

34. The Receiver will further address the matters contained in the Environmental Case. Those matters can be resolved either through the Receiver hiring contractors to bring the property into compliance with code, or the property can be sold to a new owner with a contractual obligation to bring the property into compliance.

35. Finally, the Receiver serves as commissioner on the Partition Property. The Receiver has determined in that role that the Partition Property cannot be partitioned and that it needs to be sold with the proceeds split. It is anticipated that the Plaintiff will seek to have the Receiver appointed to sell that property.

B. Anticipated Administrative Costs

36. The receivership estate will encounter the following categories of administrative costs in this case: (a) repair and maintenance expenses for the Properties, (b) sale expenses; and (c) the Receiver's fees and the fees of his professionals, such as counsel and potentially the Appraiser.

37. As set forth above, the Receiver anticipates moving forward with the cleanout of the vacant Properties and will further seek authorization to make certain repairs and improvements to the Properties to prepare them for marketing.

38. The Receiver will have sale expenses related to marketing the Properties for sale, including advertisements in print and online media, closing costs, brokerage fees, and title work.

39. The Receiver will also have ongoing fees for his services and will further have professional fees from attorneys and other professionals throughout the case. Fee applications will be filed regularly to disclose and seek approval of all compensation for the Receiver and counsel for the Receiver, and the payment structure for other professionals will be approved by the Court based on the application(s) to employ the professional(s).

40. The initial months of the case have not required large outlays of time from the Receiver or his counsel, but it is expected that the time requirements will increase in the coming months as the Properties are cleaned out and prepared for sale. The Receiver expects to submit a fee application for the first portion of the case in the coming weeks.

C. Anticipated Litigation & Expected Duration of the Receivership

41. The Receiver does not anticipate litigation immediately in this case.

42. The Receiver believes that the significant activities in this case, namely the liquidation of the Company's assets, can be completed by the end of 2025. Due to the need for the Receiver to file tax returns, however, *see* Receiver Order at ¶ 3(m), the Receiver does not believe that this case will be able to close until early 2026.

VI. CONCLUSION

All matters in this case are in order and moving forward. The Receiver reports that he has secured the Properties and is working to prepare those Properties for eventual sale. Further, the Receiver states that he will report back to the Court from time to time with additional reports on the progress of this case. The Receiver respectfully requests that the Court enter an order approving the above plan and granting such other relief as the Court deems appropriate.

Respectfully submitted,

/s/ James A. Coutinho

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Counsel to the Receiver

Olympic Properties
Profit & Loss Detail
January through June 2024

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Ordinary Income/Expense								
Income								
Opening Balance								
Deposit	01/26/2024		Jack Harris	Opening Bala...		Heartland	1.00	1.00
Total Opening Balance							1.00	1.00
Rental Income								
Deposit	02/13/2024		Honey Dip	Rent		Heartland	3,148.00	3,148.00
Deposit	02/13/2024		DeSantis	Rent		Heartland	4,801.00	7,949.00
Deposit	02/13/2024		Iaconos	Rent		Heartland	4,132.12	12,081.12
Deposit	02/13/2024		La Nortena	Rent		Heartland	2,775.00	14,856.12
Deposit	02/13/2024		Linda Mexicana	Rent		Heartland	2,400.00	17,256.12
Deposit	02/13/2024		Parton Benefits Brok...	Rent		Heartland	1,800.00	19,056.12
Deposit	03/04/2024		Linda Mexicana	Rent		Heartland	2,400.00	21,456.12
Deposit	03/04/2024		La Nortena	Rent		Heartland	2,775.00	24,231.12
Deposit	03/04/2024		Honey Dip	Rent		Heartland	3,148.00	27,379.12
Deposit	03/04/2024		Beer Mart	Rent		Heartland	1,995.06	29,374.18
Deposit	03/04/2024		Beer Mart	Rent		Heartland	1,995.06	31,369.24
Deposit	03/14/2024		Iaconos	Rent		Heartland	4,132.12	35,501.36
Deposit	03/14/2024		DeSantis	Rent		Heartland	4,801.00	40,302.36
Deposit	03/14/2024		Parton Benefits Brok...	Rent		Heartland	1,800.00	42,102.36
Deposit	04/09/2024		Parton Benefits Brok...	Rent		Fifth Third	1,800.00	43,902.36
Deposit	04/09/2024		Iaconos	Rent		Fifth Third	4,132.12	48,034.48
Deposit	04/09/2024		Honey Dip	Rent		Fifth Third	3,148.00	51,182.48
Deposit	04/23/2024		La Nortena	Rent		Heartland	2,775.00	53,957.48
Deposit	04/23/2024		Linda Mexicana	Rent		Heartland	2,400.00	56,357.48
Deposit	04/25/2024		DeSantis	Rent		Heartland	4,801.00	61,158.48
Deposit	05/07/2024		Beer Mart	Rent		Fifth Third	1,995.06	63,153.54
Deposit	05/07/2024		Beer Mart	Rent		Fifth Third	2,995.06	66,148.60
Deposit	05/07/2024		Parton Benefits Brok...	Rent		Fifth Third	1,800.00	67,948.60
Deposit	05/07/2024		Linda Mexicana	Rent		Fifth Third	2,400.00	70,348.60
Deposit	05/07/2024		La Nortena	Rent		Fifth Third	2,775.00	73,123.60
Deposit	05/07/2024		Iaconos	Rent		Fifth Third	4,132.12	77,255.72
Deposit	05/07/2024		Honey Dip	Rent		Fifth Third	3,148.00	80,403.72
Deposit	06/03/2024		Iaconos	Rent		Fifth Third	4,132.12	84,535.84
Deposit	06/03/2024		DeSantis	May Rent		Fifth Third	4,801.00	89,336.84
Deposit	06/11/2024		Linda Mexicana	Rent		Fifth Third	2,400.00	91,736.84
Deposit	06/11/2024		La Nortena	Rent		Fifth Third	2,775.00	94,511.84
Deposit	06/11/2024		Honey Dip	Rent		Fifth Third	3,148.00	97,659.84
Deposit	06/11/2024		Parton Benefits Brok...	Rent		Fifth Third	1,800.00	99,459.84
Deposit	06/21/2024		Beer Mart	Rent		Fifth Third	1,995.06	101,454.90
Total Rental Income							101,454.90	101,454.90
Total Income							101,455.90	101,455.90

Olympic Properties
Profit & Loss Detail
January through June 2024

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Expense								
Bank Fees								
Check	04/24/2024		Fifth Third	Checks		Fifth Third	73.98	73.98
Check	05/10/2024			Service Charge		Fifth Third	15.00	88.98
Total Bank Fees								
							88.98	88.98
Insurance Expense								
Check	04/25/2024		Athens Insurance	Down Payment		Heartland	3,990.12	3,990.12
Check	06/24/2024	118	Athens Insurance	Insurance		Fifth Third	38,727.60	42,717.72
Total Insurance Expense								
							42,717.72	42,717.72
Professional Fees								
Check	04/23/2024		MSA Group	Bond		Fifth Third	125.00	125.00
Total Professional Fees								
							125.00	125.00
Property Taxes								
Check	03/18/2024		Franklin County Tre...	4469 Rosemary		Heartland	4,380.78	4,380.78
Check	03/18/2024		Franklin County Tre...	1101 Folkesto...		Heartland	4,488.19	8,868.97
Check	03/18/2024		Franklin County Tre...	4450 Kenny		Heartland	6,122.03	14,991.00
Check	03/18/2024		Franklin County Tre...	4460 Kenny		Heartland	6,179.14	21,170.14
Check	03/18/2024		Franklin County Tre...	4480 Kenny		Heartland	6,229.76	27,399.90
Check	03/27/2024		Franklin County Tre...	3363 N High ...		Heartland	2,630.45	30,030.35
Check	03/27/2024		Franklin County Tre...	5701-5709 M...		Heartland	9,587.53	39,617.88
Check	04/12/2024		Franklin County Tre...	4994 N High ...		Fifth Third	4,533.42	44,151.30
Total Property Taxes								
							44,151.30	44,151.30
Repairs and Maintenance								
Check	04/23/2024		Lowes	Asphalt		Fifth Third	167.81	167.81
Check	04/23/2024		Greiner Landscaping	2/24 Salting		Fifth Third	284.88	452.69
Check	04/30/2024		Beechwood Repair	Locks		Fifth Third	111.74	564.43
Check	04/30/2024		Ace Hardware	Asphalt		Fifth Third	164.39	728.82
Check	04/30/2024		MB Lawn Care	Mowing & Spr...		Fifth Third	400.00	1,128.82
Check	05/03/2024		Hickman Lawn Care	Maple Canyo...		Fifth Third	60.44	1,189.26
Check	05/13/2024		Perry's Lawn Care	Mowing		Fifth Third	354.75	1,544.01
Check	05/13/2024		MB Lawn Care	Mowing		Fifth Third	155.00	1,699.01
Check	05/20/2024		MB Lawn Care	Mowing		Fifth Third	155.00	1,854.01
Check	05/24/2024		MB Lawn Care	Mowing		Fifth Third	155.00	2,009.01
Check	05/30/2024		MB Lawn Care	Mowing		Fifth Third	155.00	2,164.01
Check	06/04/2024	110	MB Lawn Care	Mowing & Cle...		Fifth Third	155.00	2,319.01
Check	06/10/2024	112	MB Lawn Care	Mowing & Cle...		Fifth Third	155.00	2,474.01
Check	06/17/2024	114	Capitol Equities	R&M Fees		Fifth Third	1,629.96	4,103.97
Check	06/20/2024	111	Hickman Lawn Care	Mowing		Fifth Third	255.31	4,359.28
Check	06/21/2024	116	Ace Hardware	Supplies		Fifth Third	44.41	4,403.69
Check	06/24/2024	113	Perry's Lawn Care	Mowing		Fifth Third	161.25	4,564.94

Olympic Properties
Profit & Loss Detail
January through June 2024

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Check	06/26/2024	115	MB Lawn Care	Mowing & Cle...		Fifth Third	155.00	4,719.94
Check	06/30/2024	117	MB Lawn Care	Mowing & Cle...		Fifth Third	155.00	4,874.94
Total Repairs and Maintenance							4,874.94	4,874.94
Utilities								
Check	02/05/2024		AEP	Electric		Fifth Third	122.36	122.36
Check	04/02/2024		City of Columbus Uti...	4450 Kenny ...		Heartland	10.25	132.61
Check	04/02/2024		AEP	4448 Kenny E...		Heartland	16.84	149.45
Check	04/02/2024		City of Columbus Uti...	5703 Maple C...		Heartland	46.84	196.29
Check	04/02/2024		City of Columbus Uti...	4469 Rosema...		Heartland	77.19	273.48
Check	04/02/2024		AEP	4469 Rosema...		Heartland	125.06	398.54
Check	04/02/2024		City of Columbus Uti...	4448 Kenny ...		Heartland	136.56	535.10
Check	04/02/2024		City of Columbus Uti...	3361 N High ...		Heartland	147.23	682.33
Check	05/09/2024		AEP	Electric		Fifth Third	24.52	706.85
Check	05/09/2024		AEP	Electric		Fifth Third	34.91	741.76
Check	05/22/2024		City of Columbus Uti...	Water		Fifth Third	174.44	916.20
Check	05/22/2024		City of Columbus Uti...	Water		Fifth Third	387.90	1,304.10
Check	05/30/2024		AEP	Electric		Fifth Third	23.99	1,328.09
Check	05/30/2024		AEP	Electric		Fifth Third	34.06	1,362.15
Check	06/11/2024		AEP	Electric		Fifth Third	30.12	1,392.27
Check	06/13/2024		City of Columbus Uti...	Water		Fifth Third	101.89	1,494.16
Check	06/13/2024		City of Columbus Uti...	Water		Fifth Third	102.59	1,596.75
Check	06/20/2024		City of Columbus Uti...	Water		Fifth Third	73.81	1,670.56
Check	06/26/2024		City of Columbus Uti...	Water		Fifth Third	10.05	1,680.61
Check	06/26/2024		AEP	Electric		Fifth Third	22.67	1,703.28
Total Utilities							1,703.28	1,703.28
Total Expense							93,661.22	93,661.22
Net Ordinary Income							7,794.68	7,794.68
Net Income							7,794.68	7,794.68

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 10, 2024, a copy of the foregoing *First Report of Receiver* was submitted to the Court electronically and served on the following registered eFiling participants electronically through the Court's eFiling system at the email address registered with the Court:

- Jason C. Blum, Esq., for the Plaintiff Nicoleta E. Spantithos

Electronic service through the Court's eFiling system is proper pursuant to Section X(C)(1) of the Franklin County Court of Common Pleas Amended Administrative Order regarding Electronic Filing of Court Documents.

The foregoing was also served by **ordinary U.S. Mail** addressed to the following:

None.

Pursuant to Rule 5(A) of the Ohio Rules of Civil Procedure, service is not required on parties in default for failure to appear.

/s/ James A. Coutinho
James A. Coutinho (0082430)