

FAIRFIELD COUNTY MUNICIPAL COURT
LANCASTER, OHIO

FAIRFIELD COUNTY MUNICIPAL COURT

2001 NOV 14 AM 8:03

C & L VENTURES, LLC.,

PLAINTIFF,

vs.

STACY L. HEISTAND,

DEFENDANT.

Case No. 00-1-CV-01995
JUDGE MARTIN

FINAL APPEALABLE ORDER

JUDGMENT ENTRY

This matter came before the Court for a hearing on damages on October 31, 2001, the Court having granted Defendant's Motion for Sanctions against the Plaintiff on September 4, 2001. Attorney for Plaintiff, John B. Mashburn, was present, as was Defendant Stacy Heistand and her attorneys, Kris-Ann Stanley-Gomez and Charles Gordon of Southeastern Ohio Legal Services. Plaintiff was not present.

Due to sanctions granted by this Court on September 14, 2001, Plaintiff was prohibited from presenting any evidence and from opposing Defendant's claims. After hearing the testimony and reviewing the evidence presented by Defendant, the Court FINDS:

1. Plaintiff breached his agreement with Defendant by failing to reimburse her for improvements to the subject premises located at 320 Short Street in Baltimore and by failing to return her \$1500 security deposit.
2. Due to Plaintiff's breach of his agreement, Defendant is entitled to out of pocket expenses concerning improvements to the property and for the security deposit paid.
3. Plaintiff fraudulently misrepresented to Defendant that he was the owner of 320 Short Street in Baltimore with an ability to sell said premises to her.
4. Plaintiff's representation to Defendant that he was the owner of 320 Short Street was intentional, willful and malicious.
5. The issue of whether Plaintiff was the actual owner was material to the transaction between himself and Defendant.
6. Plaintiff falsely made the representation he was the owner with knowledge of its falseness and with the intent of misleading another into relying upon it.

7. Defendant justifiably relied upon the representation and was injured financially by the reliance.

8. Due to Plaintiff's fraudulent misrepresentation, Defendant is entitled to compensatory and punitive damages.

9. Plaintiff interfered with Defendant's right to the quiet enjoyment of her property, breaching that covenant by obstructing, interfering with, and/or by otherwise taking away from her in a substantial degree the beneficial use of the leasehold.

10. Defendant is entitled to damages for Plaintiff's breach of the covenant of quiet enjoyment to fully and adequately compensate her for the losses she has sustained by the breach.

11. Defendant is entitled to recover rent paid during the period when Plaintiff's action has taken away a part of the privileges leased to her pursuant to Plaintiff's breach of the covenant of quiet enjoyment.

12. Defendant paid \$1500 to the Plaintiff as and for a security deposit.

13. Pursuant to the lease, this was considered a "non-refundable security deposit".

14. Plaintiff failed to refund any portion of the security deposit and failed to provide the Defendant with an itemization of any deductions from said security deposit.

15. The provision regarding a non-refundable security deposit is in conflict with Ohio Revised Code Section 5321.16, and is therefore, refundable.

16. For Plaintiff's failure to comply with Ohio Revised Code Section 5321.16, Defendant is entitled to double the amount wrongfully withheld.

In light of the Findings and due to Plaintiff's intentional, willful and malicious acts that caused injury to Plaintiff, this Court ORDERS the following pursuant to Defendant's claims:

A. Defendant is awarded judgment against the Plaintiff for compensatory damages in the amount of Six Thousand Dollars (\$6000).

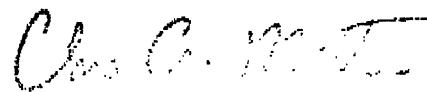
B. Defendant is awarded judgment against the Plaintiff for punitive damages in the amount of Three Thousand Dollars (\$3000).

C. Defendant is awarded judgment against the Plaintiff for an amount equal to the security deposit paid (\$1500) and an amount equal to that wrongfully withheld (\$1500) for the

total amount of Three Thousand Dollars (\$3000).

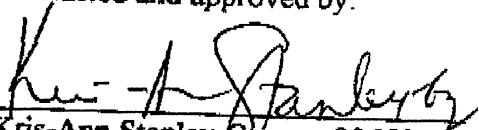
D. Plaintiff is to pay all remaining costs of this action.

IT IS SO ORDERED.



JUDGE CHRIS A. MARTIN

Submitted and approved by:



Kris-Ann Stanley-Gomez, 0065000

Charles Gordon, 021856

Southeastern Ohio Legal Services

112 N. Pearl Street

Lancaster, Ohio 43130

(740) 653-7705

Fax: (740) 653-6173

Lancaster@oslsa.org

Attorneys for Defendant

INSTRUCTIONS FOR SERVICE


TO THE CLERK:

Please serve file-stamped copies of this Entry upon the following persons by ordinary U.S. mail (or in their courthouse box, if applicable).

John B. Mashburn
518 Main Street, P.O. Box 125
Groveport, Ohio 43125
Attorney for Plaintiff

Kris-Ann Stanley-Gomez/Charles Gordon
Southeastern Ohio Legal Services
112 N. Pearl Street
Lancaster, Ohio 43130
Attorneys for Defendant

Thank you.


Kris-Ann Stanley-Gomez, 0065000
Attorneys for Defendant