

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO,
EASTERN DIVISION AT CLEVELAND

CITY OF CLEVELAND,

Plaintiff,

v.

SHAKER HEIGHTS APARTMENTS
OWNER, LLC, *et al.*,

Defendants.

Case No.: _____

NOTICE OF REMOVAL

Removed from:

Cleveland Municipal Court,
Housing Division,
Case Number: 2023-CVH-002772

TO: Clerk of the U.S. District Court for the Northern District of Ohio:

PLEASE TAKE NOTICE THAT Defendants Shaker Heights Apartments Owner, LLC, Shaker Heights Member, LLC, Michael Chetrit, Danielle Holifield aka Danielle Nickerson, E&M Management, LLC, Eli Weiss aka Eliezer Weiss, Mordecai Weiss AKA Morty Weiss and Yaacov Amar (collectively “Defendants”), hereby remove to this Court the state court action described herein, pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1447. Pursuant to 28 U.S.C. § 1446(d) and this Court’s Local Rules, copies of this Notice of Removal are being served on all parties at the addresses listed in Plaintiff’s state court complaint and are being filed in the Cleveland Municipal Court of the State of Ohio.

INTRODUCTION

1. On March 6, 2023, Plaintiff, City of Cleveland (“Plaintiff”) filed the complaint (the “Complaint”) in the Cleveland Municipal Court, Housing Division, Cuyahoga County, Ohio styled as *City of Cleveland v. Shaker Heights Apartments Owner, LLC*. Case No. 2023-CVH-002772 (the “State Court Action”).

2. The State Court Action concerns residential apartment property located in

Cleveland, Ohio (the “Property”). Compl. ¶ 3; exhibits thereto. Plaintiff has raised a series of allegations against the named Defendants in connection with that Property, and by the State Court Action have sought a declaration that Property be declared a public nuisance and that Defendants be ordered to abate the nuisance by bringing the Property into compliance with the with all applicable provisions of the Cleveland Codified Ordinances and/or Ohio Revised Code alleged nuisances. *Id.* ¶ 57, 58, 60.

3. Plaintiff also seeks injunctive, declaratory, and equitable relief against Defendants, enjoining Defendants from, maintaining a public nuisance at the Property or any other property within the City of Cleveland, an order authorizing Plaintiff to enter the Property to perform abatement, an order appointing a receiver to perform abatement, and an order to charge the costs of these proceedings against the Property *Id.* ¶ 61, 62, 64, 65, 67, 68, 69.

4. Other than service of process on various defendants (each and all less than 30 days from the filing of this Removal), there have been no proceedings conducted by the state court.

5. Plaintiff’s allegations are denied, and it is further denied that the Defendants are properly named as parties, with the exception of those facts necessary for removal of this action on diversity of citizenship grounds, as discussed herein.

6. Pursuant to Local Rule 3.13, a completed civil cover sheet is attached hereto as Exhibit 1. Pursuant to 28 U.S.C. § 1446(a) an index of all documents filed in the State Court Action is attached hereto as Exhibit 2, and separately tabbed copies of all documents to date in the State Court Action are attached hereto as Exhibits 2A through 2H.

7. Pursuant to 28 U.S.C. § 1446(d) a copy of this Notice of Removal will be served upon Plaintiff’s counsel and filed with the Cleveland Municipal Court, Housing Division, Cuyahoga County, Ohio.

BASIS FOR REMOVAL

I. Removal is Proper Because This Court Has Subject Matter Jurisdiction Pursuant to 28 U.S.C. §§ 1332 and 1441(b).

8. Pursuant to 28 U.S.C. § 1332, this Court has jurisdiction over this action because it is between citizens of different states, and the amount in controversy is greater than \$75,000, exclusive of interest and costs. Therefore, this action could have originally been filed in this Court and is now properly removed to this Court.

a. ***There is Complete Diversity of Citizenship Among the Parties.***

9. Plaintiff and all Defendants, other than nominal defendants, are citizens of different states. Generally, “[a]n individual’s citizenship, within the meaning of the diversity statute, is determined by his domicile[.]” *Van Buskirk v. United Grp. of Cos., Inc.*, 935 F.3d 49, 53 (2d Cir. 2019) (internal quotation marks omitted). Here, the Complaint specifically alleges as to the following Defendants, either no citizenship, or that each is a citizen of a state other than Ohio:

- a. Shaker Heights Member, LLC, a Delaware limited liability company, Compl. ¶9.
- b. Michael Chetrit, a resident of the State of New York. Compl. ¶10.
- c. E&M Management, LLC, a Louisiana limited liability company, Compl. ¶11.
- d. Eli Weiss, a resident and citizen of the State of Maryland. Compl. ¶13 (no citizenship alleged, see Declaration, attached as Exhibit 3.)
- e. Mordecai Weiss, a resident and citizen of the State of Maryland. Compl. ¶14 (no citizenship alleged, see Declaration attached as Exhibit 4).
- f. Yaacov Amar, a resident of the State of New York. Compl. ¶15 (no citizenship alleged, see Declaration attached as Exhibit 5).

10. Hence, there is complete diversity between the Plaintiff and these Defendants in this case, and this Court has subject matter jurisdiction under 28 U.S.C. § 1332. In addition, none of these Defendants is a citizen of the state in which this action is brought.

b. The remaining defendants are Nominal, or Fraudulently Joined, and do not factor into the determination of complete diversity.

11. In addition to the persons potentially responsible for abating a nuisance at the Property, the Plaintiff has either nominally, or fraudulently, included other persons, firms or entities as defendants.

12. Those persons, firms and entities are alleged to have potential lienholder, mortgage or similar interests, to wit: Metropolitan Commercial Bank; New York Community Bank; Marabelle Industries, Inc. and B&H Coin Laundry Service; Brent Delewski; K Kern Painting, LLC; AAA Staffing, LLC; Cuyahoga County Treasurer; State of Ohio, Department of Taxation; Attorney General of the State of Ohio; Ohio Bureau of Workers Compensation; Ohio Department of Job & Family Services, United States Treasury Department, Internal Revenue Service; and Office of the United States Attorney. (Note that shortly before the filing of this removal, Plaintiff dismissed the United States Treasury Department, Internal Revenue Service; and Office of the United States Attorney. See Defendants' Exhibit 2E).

13. The complaint does not allege any cause of action against the persons, firms or entities in paragraph 12, above.

14. The complaint, which seeks solely to address an alleged nuisance, does not allege those persons have any responsibility for the alleged nuisance. Nor does it aver those persons may be held liable for the claimed nuisance.

15. Under Ohio substantive law, one having an indirect interest in property (such as a lienholder, mortgage holder, tax lien holder) cannot be held responsible for alleged nuisance on a property on which they merely hold such a lien or other interest. See, *Hausman v. City of Dayton*, 1995-Ohio-277, 73 Ohio St.3d 671, 679.

16. Under federal removal law, the determination of diversity does not take into account defendant parties nominally or fraudulently joined.

17. Nominal parties are those against whom relief is not, or cannot, be sought, based on the claims alleged. As the Supreme Court repeatedly explained, see *Lincoln Prop. Co. v. Roche*, 546 U.S. 81, 92-93

(2005) (diversity jurisdiction not affected if “a party was named to satisfy state pleading rules, or was joined only as designated performer of a ministerial act, or otherwise had no control of, impact on, or stake in the controversy”) (citations omitted); *Navarro Sav. Ass’n v. Lee*, 446 U.S. 458, 461 (1980) (“a federal court must disregard nominal or formal parties and rest jurisdiction only upon the citizenship of real parties to the controversy”); *Salem Trust Co. v. Mfrs.’ Fin. Co.*, 264 U.S. 182, 189-90 (1924)(“Jurisdiction cannot be defeated by joining formal . . . parties.”); see also *District of Columbia ex rel. American Combustion, Inc. v. Transamerica Ins. Co.*, 797 F.2d 1041, 1047-48 (D.C. Cir. 1986) (“The common-sense conclusion is that the District of Columbia is a nominal party and that the suit is between private parties whose citizenship will determine diversity.”).

18. This lawsuit makes no claims to quiet title, or to obtain title to the Property, and only asserts claims for housing code nuisance abatement.

19. While holders of a legal interest in property are proper parties in cases involving property title, they are not involved, simply due to their liens, mortgages, or otherwise, as responsible parties in actions to enforce housing code matters. *Hausman, supra*.

20. The State Court Action, although 71 paragraphs long, contains no allegation that any of these defendants in paragraph 12, above, took any action resulting in the nuisances claimed, nor any allegation they have the possession or control to abate same.

21. The allegations also do not state that any of these defendants have any legal duty to do so.

22. Rather, the State Action states unambiguously that entities liable to abate the nuisance, and from whom such relief in the action is sought, are “Parties in Control,” and those are the persons, firms and entities liable to abate the alleged nuisance. Compl. ¶54. None of those “Parties in Control” are any of the lien or mortgage holders or government entities listed in paragraph 12 above.

23. Rather, Plaintiff clearly alleges that the “Parties in Control” are the foreign corporations, and citizens, listed in paragraphs 8(a) through (f), above, all of whom are diverse.

24. The only other defendant alleged in the State Court Action is Danielle Holifield aka Danielle Nickerson. She is described only as a “leasing agent and property manager.” See, Compl. ¶11.

25. This individual, unlike even the other nominal defendant lienholders described in paragraph 12, above, is not alleged to have any right, title or interest in the Property.

26. Further, Holifield is not alleged to have any ownership in the property.

27. Holifield is alleged by the complaint solely to be an agent of the owner, and under Ohio law, an agent is not responsible for the defalcation of their principal, unless the wrongdoing has resulted from an act or omission by the agent which the law imposes on the agent. *Washington v. B.E.I. Real Estate*, 1992 WL 19320, P3, (2nd Dist., 1992).

28. The State Court Action contains no such allegations.

29. Ohio law imposes no duty on an agent to abate nuisances on real estate owned by their principal.

30. Despite including Holifield in the list of “Parties of Control,” the Complaint admits she is not such a party, by the averments of Compl. ¶54 which state:

“Defendants constituting the Parties of Control, *by virtue of their combined interests in the Premises*, have a duty to abate the nuisance conditions present and bring the Premises into compliance with City ordinance and State law.

31. There is no averment Holifield has any interest in any of the properties owned by Shaker Heights Apartments Owner, LLC. She is simply an employee of the owner of the Property, Shaker Heights Apartments Owner, LLC. See, Exhibit 5, attached.

32. Holifield is a nominal or fraudulently joined Defendant.

33. For all the foregoing reasons:

a. The defendants listed in paragraph 12, above, whose inclusion here is solely based on their lien or mortgage interests are nominal defendants;

- b. Holifield, who is not averred to have any interest in the Premises, and from whom Compl. ¶54 confirms is not a person with the duty to abate the nuisance, is either nominally or fraudulently joined to the State Court Action;
- c. The sole Plaintiff, City of Cleveland, Ohio, is an Ohio citizen; and,
- d. The only other Defendants, the non-nominal Defendants listed above in paragraph 8, are citizens of states other than Ohio, and are completely diverse from the Plaintiff under 42 U.S.C. §1446.

34. The requirement of ‘consent’ found in 42 U.S.C. §1446 is also satisfied.

35. That statute provides at (b)(2)(A): “When a civil action is removed solely under section 1441(a), all defendants who have been properly joined and served must join in or consent to the removal of the action.”

36. Like the requirement for complete diversity, consent of nominal or fraudulently joined defendants is not required to satisfy consent. See *Deltro Electric Ltd. v. Electric Power Systems International Inc.*, 2021 WL 5027406, at *4 (S.D. Ohio 2021) (consent of nominal party was not required for removal); *Saginaw Hous. Comm'n v. Bannum, Inc.*, 576 F.3d 620, 624 (6th Cir. 2009) (“[F]raudulent joinder of non-diverse defendants will not defeat removal on diversity grounds.”).

37. The remaining Defendants have all consented to this removal, as demonstrated by Exhibits 3-5, attached.

c. The Amount In Controversy Requirement For Removal Is Satisfied.

38. To determine the amount in controversy, courts look first to the plaintiff’s state court petition. The “party invoking the jurisdiction of the federal court has the burden of proving that it appears to a reasonable probability that the claim is in excess of the statutory jurisdictional amount.” *Scherer v. The Equitable Life Assurance Soc’y of the United States*, 347 F.3d 394, 398 (2d Cir. 2003). There is a rebuttable presumption that the face of the complaint is a good-faith representation of the “actual amount in controversy,” and “[t]o overcome the face-of-the-complaint presumption, the party

opposing jurisdiction must show to a legal certainty that the amount recoverable does not meet the jurisdictional threshold.” *Id.* (internal quotation marks and citations omitted).

39. The amount in controversy meets the jurisdictional requirements, as Plaintiff is seeking repairs which, as enumerated in Exhibit 5, attached, cost more than \$100,000 to perform.

40. In an action seeking injunctive relief, “it is well established that the amount in controversy is measured by the value of the object of the litigation.” (Citations omitted). *Hunt v. Washington State Apple Advertising Commission*, 432 U.S. 333, 337 (1977); *Goldsmith v. Southerland*, 426 F.2d 1395, 1398 (6th Cir. 1970). In the case at bar, there are 3 separate properties in dispute, each of which Plaintiff alleges needs substantial repair, the amount in controversy exceeds \$75,000.

41. Further, the state court action seeks to impose damages, costs, attorney fees, and penalties upon Defendants in an amount which, using reasonable evaluation, exceeds \$75,000. See, Exhibit 5, attached.

42. While Plaintiff’s Complaint does not expressly seek a money judgment against the Defendants for a stated sum of money damages, it is apparent from the face of the Complaint that the amount in controversy is well in excess of \$75,000, exclusive of interest and costs. “Where no amount is specified, this fact alone does not bar a finding that the jurisdictional amount has been met.” *MBIA Ins. Corp. v. Royal Bank of Canada*, 706 F. Supp. 2d 380, 390 (S.D.N.Y. 2009) (quoting *Burr ex rel. Burr v. Toyota Motor Credit Co.*, 478 F. Supp. 2d 432, 438 (S.D.N.Y. 2006)). “[I]n such a case, a defendant asserting removability must show ‘that it appears to a reasonable probability that the claim is in excess of the statutory jurisdictional amount.’” *Id.* at 391 (quoting *Mehlenbacher v. Akzo Nobel Salt, Inc.*, 216 F.3d 291, 296 (2d Cir. 2000)). As the Plaintiff seeks a judgment that involves liability to Defendants sums in excess of \$100,000, and seeks an injunction, it is clear from the Complaint the amount in controversy is in excess of the statutory amount of \$75,000.

II. Defendants Have Satisfied the Procedural Requirements for Removal.

43. Plaintiff filed the Complaint in the Cleveland Municipal Court of the State of Ohio on March 6, 2023. Anyone in a party defendant capacity that has already been served was served less than 30 days before the filing of this Notice of Removal. Accordingly, this Notice of Removal is timely filed. *See* 28 U.S.C. § 1446(b)(1) (“The notice of removal of a civil action or proceeding shall be filed within 30 days after the receipt by the defendant, through service or otherwise, of a copy of the initial pleading setting forth the claim for relief upon which such action or proceeding is based”).

44. This action is being removed “to the district court of the United States for the district and division embracing the place where such action is pending,” pursuant to 28 U.S.C. § 1441(a). The United States District Court for the Northern District of Ohio, Eastern Division, at Cleveland, embraces Cleveland, Ohio. 28 U.S.C. § 112(d).

45. No previous application has been made for the removal requested herein.

Preservation of Rights and Defenses

46. All rights are reserved, including, but not limited to, defenses and objections as to venue and personal jurisdiction and the right to move for dismissal of the Complaint for, *e.g.*, failure to state a claim for relief and failure to sue the appropriate parties. The filing of this Notice of Removal is subject to, and without waiver of, any such defenses and objections.

47. Defendants also reserve the right to amend or supplement this Notice of Removal.

WHEREFORE, Defendants respectfully give notice that the above-captioned civil action pending in the Cleveland Municipal Court of the State of Ohio is removed to this Court, pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1447.

Cleveland, Ohio

Dated: March 22, 2023

Respectfully submitted,

/S/ Grant J. Keating _____.

Grant J. Keating (#0079381)

Patrick J. Perotti (#0005481)

DWORKEN & BERNSTEIN CO., L.P.A.

1468 W. 9th St., Suite 135

Cleveland, Ohio 44113

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Attorneys for Defendants

Shaker Heights Apartments Owner, LLC,

Shaker Heights Member, LLC, Michael Chetrit,

Danielle Holifield aka Danielle Nickerson, E&M

Management, LLC, Eli Weiss aka Eliezer Weiss,

Mordecai Weiss AKA Morty Weiss and

Yaacov Amar

CERTIFICATE OF SERVICE

I hereby certify that on March 22, 2023, the foregoing Notice of Removal, and all exhibits thereto, were filed via this Court's electronic filing system and that copies of same were served upon all parties via overnight mail at the addresses listed in the Complaint and via email to Counsel who have filed Notices of Appearance in the State Court Action:

Respectfully submitted,

/S/ Grant J. Keating .

Grant J. Keating (#0079381)

Patrick J. Perotti (#0005481)

DWORKEN & BERNSTEIN CO., L.P.A.

1468 W. 9th St., Suite 135

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Attorneys for Defendants

Shaker Heights Apartments Owner, LLC,

Shaker Heights Member, LLC, Michael Chetrit,

Danielle Holifield aka Danielle Nickerson, E&M

Management, LLC, Eli Weiss aka Eliezer Weiss,

Mordecai Weiss AKA Morty Weiss and

Yaacov Amar

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

City of Cleveland

(b) County of Residence of First Listed Plaintiff Cuyahoga (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) David M. Douglass, Zachariah S. Germaniuk, Michael Reardon and Sean F. Berney Douglass & Associates Co., LPA

DEFENDANTS

Shaker Heights Apartments Owner, LLC

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) Grant J. Keating & Patrick J. Perotti Dworken & Bernstein Co. LPA 1468 W. 9th St. Suite 135

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. §§ 1332, 1441, 1446, and 1447. Brief description of cause: Abatement of Nuisance

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE Mar 22, 2023 SIGNATURE OF ATTORNEY OF RECORD Grant J. Keating

Digitally signed by Grant J. Keating Date: 2023.03.22 13:59:06 -0400

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

I. Civil Categories: (Please check one category only).

- 1. General Civil
- 2. Administrative Review/Social Security
- 3. Habeas Corpus Death Penalty

*If under Title 28, §2255, name the SENTENCING JUDGE: _____

CASE NUMBER: _____

II. **RELATED OR REFILED CASES** See LR 3.1 which provides in pertinent part: "If an action is filed or removed to this Court and assigned to a District Judge after which it is discontinued, dismissed or remanded to a State court, and subsequently refiled, it shall be assigned to the same Judge who received the initial case assignment without regard for the place of holding court in which the case was refiled. Counsel or a party without counsel shall be responsible for bringing such cases to the attention of the Court by responding to the questions included on the Civil Cover Sheet."

This action: is **RELATED** to another **PENDING** civil case is a **REFILED** case was **PREVIOUSLY REMANDED**

If applicable, please indicate on page 1 in section VIII, the name of the Judge and case number.

III. In accordance with Local Civil Rule 3.8, actions involving counties in the Eastern Division shall be filed at any of the divisional offices therein. Actions involving counties in the Western Division shall be filed at the Toledo office. For the purpose of determining the proper division, and for statistical reasons, the following information is requested.

ANSWER ONE PARAGRAPH ONLY. ANSWER PARAGRAPHS 1 THRU 3 IN ORDER. UPON FINDING WHICH PARAGRAPH APPLIES TO YOUR CASE, ANSWER IT AND STOP.

(1) **Resident defendant.** If the defendant resides in a county within this district, please set forth the name of such county
COUNTY: Cuyahoga
Corporation For the purpose of answering the above, a corporation is deemed to be a resident of that county in which it has its principal place of business in that district.

(2) **Non-Resident defendant.** If no defendant is a resident of a county in this district, please set forth the county wherein the cause of action arose or the event complained of occurred.
COUNTY:

(3) **Other Cases.** If no defendant is a resident of this district, or if the defendant is a corporation not having a principle place of business within the district, and the cause of action arose or the event complained of occurred outside this district, please set forth the county of the plaintiff's residence.
COUNTY:

IV. The Counties in the Northern District of Ohio are divided into divisions as shown below. After the county is determined in Section III, please check the appropriate division.

EASTERN DIVISION

- AKRON (Counties: Carroll, Holmes, Portage, Stark, Summit, Tuscarawas and Wayne)
- CLEVELAND (Counties: Ashland, Ashtabula, Crawford, Cuyahoga, Geauga, Lake, Lorain, Medina and Richland)
- YOUNGSTOWN (Counties: Columbiana, Mahoning and Trumbull)

WESTERN DIVISION

- TOLEDO (Counties: Allen, Auglaize, Defiance, Erie, Fulton, Hancock, Hardin, Henry, Huron, Lucas, Marion, Mercer, Ottawa, Paulding, Putnam, Sandusky, Seneca VanWert, Williams, Wood and Wyandot)

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

23CVH 002772

23-03328-0

2023 MAR -6 PM 3:05

IN CLEVELAND MUNICIPAL COURT - HOUSING DIVISION
CUYAHOGA COUNTY, OHIO

CITY OF CLEVELAND
601 Lakeside Avenue
Cleveland, Ohio 44113

Plaintiff,

v.

SHAKER HEIGHTS APARTMENTS
OWNER, LLC
c/o its Statutory Agent
National Registered Agents, Inc.
4400 Easton Common Way, Suite 125
Columbus, Ohio 43219

-and-

SHAKER HEIGHTS MEMBER, LLC
1209 Orange Street
Wilmington, Delaware 19801

-and-

MICHAEL CHETRIT
512 7th Avenue, 16th Floor
New York, New York 10018

-and-

METROPOLITAN COMMERCIAL BANK
99 Park Avenue
New York, New York, 10018

-and-

DANIELLE HOLIFIELD AKA
DANIELLE NICKERSON
20710 Chagrin Blvd.
Shaker Heights, Ohio 44122

-and-

CASE NO. _____

JUDGE: W. MONÁ SCOTT

**COMPLAINT FOR PUBLIC
NUISANCE ABATEMENT,
INJUNCTIVE RELIEF, &
RECEIVERSHIP (R.C. §3767.41)**

Property: 12500-12600 Shaker Blvd.
Cleveland, Ohio 44120

PPNs: 129-01-001 & 129-12-010

Property: 12701 Shaker Blvd.
Cleveland, Ohio 44120

PPN: 129-12-009

CLERK'S OFFICE: H1N

TRO

E&M MANAGEMENT, LLC)
6200 Biltmore Avenue)
Baltimore, MD 21215)

-and-)

ELI WEISS AKA ELIEZER WEISS)
of E&M Management, LLC)
1402 Avenue K)
Apt. 2P)
Brooklyn, N.Y. 11230)

-and-)

MORDECAI WEISS AKA MORTY WEISS)
of E&M Management, LLC)
734 W. 68th Street)
Shreveport, LA 71106)

-and-)

YAACOV AMAR)
c/o First Choice Investments LLC)
420 Madison Avenue, Suite 1001)
New York, NY 10017)

-and-)

NEW YORK COMMUNITY BANK)
Attn: Loan Servicing)
LN#290718140)
NYCB Plaza)
102 Duffy Avenue, 3rd Floor)
Hicksville, NY 11801)

-and-)

MARBELLE INDUSTRIES, INC.)
B&H COIN LAUNDRY SERVICE)
Attn: Tamara J. Hrynik)
21639 Miles Road #4)
Cleveland, Ohio 44128)

-and-)

BRENT DELEWSKI)
6700 Queens Way)
North Royalton, Ohio 44133)

-and-)

K KERN PAINTING, LLC)
211 N. Reynolds Road)
Toledo, Ohio 43615)

-and-)

K KERN PAINTING, LLC)
c/o Kenzy A. Kern, Statutory Agent)
T-839 County Road 15B)
Napolean, Ohio 43545)

-and-)

AAA STAFFING, LLC)
21366 Provincial Boulevard)
Katy, Texas 77450)

-and-)

CUYAHOGA COUNTY TREASURER)
2079 East 9th Street)
Cleveland, Ohio 44115)

-and-)

STATE OF OHIO)
DEPARTMENT OF TAXATION)
30 East Broad Street, 22nd Floor)
Columbus, Ohio 43215)

-and-)

ATTORNEY GENERAL OF)
THE STATE OF OHIO)
30 East Broad Street, 22nd Floor)
Columbus, Ohio 43215)
-and-)
OHIO BUREAU OF WORKERS)
COMPENSATION)
30 West Spring Street)
Columbus, Ohio 43215)
-and-)
OHIO DEPARTMENT OF JOB & FAMILY)
SERVICES)
30 East Broad Street, 22nd Floor)
Columbus, Ohio 43215)
-and-)
UNITED STATES TREASURY DEPARTMENT)
INTERNAL REVENUE SERVICE)
1111 Constitution Avenue, NW)
Washington, D.C., 20224)
-and-)
OFFICE OF UNITED STATES ATTORNEY)
801 West Superior Avenue, Suite 400)
Cleveland, Ohio 44113)
)

Defendants.

NOW comes Plaintiff, City of Cleveland, Ohio, by and through counsel undersigned, and alleges before this Honorable Court the following as its Complaint:

SCOPE OF ACTION, STANDING, JURISDICTION, & VENUE

1. This complaint concerns enforcement of Chapters 715 and 3767 of the Ohio Revised Code (hereinafter “R.C.”) as well as the enforcement of Title IX: Housing Code and

Title XIII: Building Code of the Codified Ordinances (hereafter “C.O.”) of the City of Cleveland.

2. Plaintiff, a municipal corporation organized pursuant to the Constitution and laws of the State of Ohio as well as the Charter, ordinances, and codes of the City of Cleveland, has standing pursuant to R.C. § 3767.41(B)(1)(a); § 715.26; and § 715.30 as well as C.O. § 367.14; § 3103.11; and § 3103.09(h) to enforce and otherwise prevent violations of duly enacted housing and building ordinances within its municipal boundaries. Plaintiff is further authorized by R.C. § 715.261, C.O. § 3103.09(k), and § 367.08 to seek recovery of any and all costs related to this action against any owner of such owner of any building or structure in violation of applicable City Ordinances and State Law.

3. The real properties subject to this action, 12500-12600 & 12701 Shaker Boulevard, Cleveland, Ohio 44120, having permanent parcel numbers 129-01-001 & 129-12-010 and 129-12-009, respectively, are multifamily residential structures within the meaning of R.C. 3767.41(A)(1) (hereafter when taken together, the “Premises”).

4. This Court has jurisdiction over the Defendants and power to adjudicate this action pursuant to R.C. §§ 1901.131 and 1901.181 as the subject of this complaint is real property located within the jurisdiction of the Housing Division of Cleveland Municipal Court and such Court has exclusive jurisdiction over cases brought pursuant to R.C. § 3767.41 within its jurisdiction.

5. This Court is the proper venue for this action pursuant to Ohio Civil Rule 3(B)(5) since the subject of the complaint is real property located in the City of Cleveland and within Cuyahoga County, Ohio.

PARTIES

6. Plaintiff incorporates the preceding paragraphs 1 through 5 as if fully rewritten herein.

7. Plaintiff is a municipal corporation organized under the Constitution and laws of the State of Ohio as well as the Charter, ordinances, and codes of the City of Cleveland Ohio, and pursuant to State law and local Ordinance, has the power to enforce all relevant codes and ordinances affecting the maintenance and operation of structures within its municipal boundaries, which includes the Premises, and is empowered by law to seek recovery of any and all costs related to such enforcement.

8. Defendant, Shaker Heights Apartments Owner, LLC, is a foreign limited liability company registered with the Ohio Secretary of State and formed in the State of Delaware; and is the titled owner of the Premises together with the lots upon which the Premises sit by virtue of a limited warranty deed recorded with the Cuyahoga County Recorder's Office bearing AFN#: 202201110533 (See Plaintiff's Exhibit "A" attached). Such interest meets the definition of "owner" pursuant to C.O § 3101.05(j) and the definition of both "operator" and "owner" under § 363.11 and § 363.12, respectively.

9. Defendant, Shaker Heights Member, LLC, is a foreign limited liability company not registered with the Ohio Secretary of State and formed in the State of Delaware; and upon information and belief is the principal and controlling Member of Defendant, Shaker Heights Apartments Owner, LLC. Upon information and belief such interest meets the definition of "owner" pursuant to C.O § 3101.05(j) and the definition of both "operator" and "owner" under § 363.11 and § 363.12, respectively.

10. Defendant, Michael Chetrit, is an individual and resident of the State of New York serving as authorized Signatory for both Defendants Shaker Heights Apartments Owner, LLC and Shaker Heights Member, LLC; and upon information and belief is the party with ultimate decision-making authority and control over both Defendant limited liability companies named above. Upon information and belief such interest meets the definition of “owner” pursuant to C.O § 3101.05(j) and the definition of both “operator” and “owner” under § 363.11 and § 363.12, respectively.

11. Defendant, Danielle Nickerson a.k.a. Danielle Holifield, is an individual and resident of the State of Ohio and upon information and belief serves as leasing agent and property manager for the Premises as an agent on behalf of Defendant Shaker Heights Apartments Owner, LLC. Such interest meets the definition of “owner” pursuant to C.O § 3101.05(j) and the definition of both “operator” and “owner” under § 363.11 and § 363.12, respectively.

12. Defendant E&M Management, LLC is a Limited Liability Company with the State of Louisiana, not in good standing and not registered with the State of Ohio. Defendant E&M Management, LLC is an entity identified as the Management Company for the Premises at public meetings whose business card and website www.eandmmgmt.com list no mailing address. Upon information and belief, Defendant E&M Management, LLC meets the definition of both “operator” and “owner” under § 363.11 and § 363.12, respectively.

13. Defendant Eli Weiss, aka Eliezer Weiss, is identified on his business card as a “Founder and Manager” of E&M Management, LLC with a phone number of 201-753-6123 and an e-mail address of ew@eandmmgmt.com, and has been identified in public meetings as

the representative of the management company for the Premises. His business card and his company website do not list a mailing address. Upon information and belief Eli Weiss, aka Eliezer Weiss meets the definition of “owner” under C.O. §3101.05(j) and the definition of both “operator” and “owner” under § 363.11 and § 363.12, respectively.

14. Defendant Mordecai Weiss, aka Morty Weiss is identified on his business card as a “Founder and Manager” of E&M Management, LLC with a phone number of 443-500-0524 and an e-mail address of mw@eandmmgmt.com, and has been identified in public meetings as the representative of the management company for the Premises. His business card and his company website do not list a mailing address. Upon information and belief Mordecai Weiss, aka Morty Weiss meets the definition of “owner” under C.O. §3101.05(j) and the definition of both “operator” and “owner” under § 363.11 and § 363.12, respectively.

15. Defendant Yaacov Amar is a “co-owner” of the Premises based upon his statements to public officials and at public meetings. Such interest meets the definition of “owner” under C.O. §3101.05(j) and the definition of both “operator” and “owner” under § 363.11 and § 363.12, respectively.

16. Defendant New York Community Bank is a mortgagee by virtue of a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated November 1, 2019 and filed in Cuyahoga County Office of the Fiscal Officer as AFN # 201911040290 and as the Secured Party on UCC Financing Statement filed in Cuyahoga County Records as AFN# 201911049004, which could be adversely affected by this action. (See Plaintiff’s Exhibit “B, Preliminary Judicial Report” attached). Such interest meets the definition of “owner” pursuant to C.O § 3101.05(j).

17. Defendant Marbelle Industries, Inc. is an Ohio Corporation which has the registered Trade Name B&H Coin Laundry Service and which may have a leasehold interest in the Premises by virtue of a lease recorded on May 24, 1991 in Cuyahoga County Records Vol. 91-3015, Pg. 13, which could be adversely affected by this action. (See Plaintiff's Exhibit "B" attached) pursuant to C.O. §3101.05(j). Such interest meets the definition of "owner" pursuant to C.O § 3101.05(j).

18. Defendant, Metropolitan Commercial Bank, holds a mortgage interest in the Premises, as filed with the Cuyahoga County Recorder's Office and bearing AFN# 202201110534 and Assignment of Leases and Rents bearing AFN# 202201110535, which could be adversely affected by this action (See Plaintiff's Exhibit "B" attached). Such interest meets the definition of "owner" pursuant to C.O § 3101.05(j).

19. Defendant, Brent Delewski, is an individual and resident of the State of Ohio having an interest in the Premises by virtue of a Mechanic's Lien filed with the Cuyahoga County Recorder's Office, bearing AFN#: 20221123000014 which could be adversely affected by this action (See Plaintiff's Exhibit "B" attached). Such interest meets the definition of "owner" pursuant to C.O § 3101.05(j).

20. Defendant, K. Kern Painting, LLC, is a domestic limited liability organized under the laws of the State of Ohio having an interest in the Premises by virtue of a Mechanic's Lien filed with the Cuyahoga County Recorder's Office, bearing AFN#: 20221230000136 which could be adversely affected by this action (See Plaintiff's Exhibit "B" attached). Such interest meets the definition of "owner" pursuant to C.O § 3101.05(j).

21. Defendant, AAA Staffing, LLC is a foreign limited liability company organized under the laws of Texas having an interest in the Premises by virtue of a Mechanic's Lien filed with the Cuyahoga County Recorder's Office, bearing AFN# 20230105000008 which could be adversely affected by this action (See Plaintiff's Exhibit "B" attached). Such interest meets the definition of "owner" pursuant to C.O § 3101.05(j).

22. Defendant, Cuyahoga County Treasurer has an interest in the Premises by virtue of property taxes due and owing for the Premises in the amounts of *Forty-Four Thousand Two Hundred Thirty-Eight Dollars and Twenty-Seven Cents (\$44,238.27)* as against 12500-12600 Shaker Blvd. and *Fifty-Eight Thousand One Hundred Seventy-Five Dollars and Thirty Four Cents (\$58,175.34)* as against 12701 Shaker Blvd., which could be adversely affected by this action (See Plaintiff's Exhibit "B" attached).

23. Upon information and belief, Defendant, State of Ohio – Department of Taxation, may now hold or hereafter be discovered to hold an interest in the Premises which may be adversely affected by this action.

24. Upon information and belief, Defendant, State of Ohio – Bureau of Worker's Compensation, may now hold or hereafter be discovered to hold an interest in the Premises which may be adversely affected by this action.

25. Upon information and belief, Defendant, State of Ohio – Ohio Department of Jobs and Family Services, may now hold or hereafter be discovered to hold an interest in the Premises which may be adversely affected by this action.

26. Upon information and belief, Defendant, United States Treasury Department – Internal Revenue Service, may now hold or hereafter be discovered to hold an interest in the Premises which may be adversely affected by this action.

27. Upon information and belief, Defendant, Office of United States Attorney, may now hold or hereafter be discovered to hold an interest in the Premises which may be adversely affected by this action.

FACTS

28. Plaintiff incorporates the preceding paragraphs 1 through 27 as if fully rewritten herein.

29. Defendant Shaker Heights Apartments Owner, LLC has been the owner of record at the Premises since January 11th, 2022 to the present; and controls such property by and through Defendant Shaker Heights Member, LLC under the ultimate direction and authority of Defendant Michael Chetrit.

30. Defendant Danielle Nickerson a.k.a. Danielle Holifield has served as leasing agent and property manager over the Premises since December 2022 to the present, with attendant responsibilities of care and maintenance on behalf of Defendant Shaker Heights Apartments Owner, LLC.

31. Defendant E&M Real Management, LLC has served as leasing agent and property manager over the Premises since the summer of 2022 to the present, with attendant responsibilities of care and maintenance on behalf of Defendant Shaker Heights Apartments Owner, LLC.

32. Defendant Eli Weiss, aka Eliezer Weiss has served as leasing agent and property manager over the Premises since the summer of 2022 to the present, with attendant responsibilities of care and maintenance on behalf of Defendant Shaker Heights Apartments Owner, LLC.

33. Defendant Mordecai Weiss, aka Morty Weiss has served as leasing agent and property manager over the Premises since the summer of 2022 to the present, with attendant responsibilities of care and maintenance on behalf of Defendant Shaker Heights Apartments Owner, LLC.

34. Defendant Yaacov Amar has served as “co-owner” and property manager over the Premises since January 11, 2022 to the present, with attendant responsibilities of care and maintenance on behalf of Defendant Shaker Heights Apartments Owner, LLC.

35. Defendants Shaker Heights Apartments Owner, LLC; Shaker Heights Member, LLC; Michael Chetrit; Danielle Nickerson aka Danielle Holyfield; E & M Real Estate Management, LLC; Eli Weiss, aka Eliezer Weiss; Mordecai Weiss, aka Morty Weiss; and Yaacov Amar taken together, constitute the Parties in Control of the Premises (hereafter “Parties in Control”).

36. The Parties in Control stated publicly they performed no due diligence of the Premises prior to purchasing it, and upon assuming ownership and operation over the Premises, increased rents and fees for tenants, such that upon information and belief the average estimated monthly rent roll for each of the three structures constituting the Premises meets or exceeds a gross revenue of *One Hundred Fifty Thousand Dollars and zero cents (\$150,000.00)* per month.

37. The Parties in Control, upon assuming ownership and management over the Premises, have an obligation to pay property taxes levied on the Premises in a combined amount of *One Hundred Two Thousand Four Hundred Thirteen Dollars and Sixty One Cents (\$102,413.61)*.

38. The Parties in Control, upon assuming ownership and management over the Premises, upon information and belief from public meetings, have failed to pay water, sewer and electric utilities invoiced to the Owner and which may be assessed against the Premises in a combined amount in excess of *One Hundred Thousand Dollars and zero cents (\$100,000.00)*.

39. Beginning on March 28th, 2022, Plaintiff, by and through its Department of Building and Housing, gave notice to Defendant, Shaker Heights Apartments Owner LLC pursuant to Violation Notice: V22007854 that the portion of the Premises located at 12500-12600 Shaker Blvd. contained no less than Seventy (70) violations of Cleveland's Title IX: Housing Code and Title XIII: Building Code, with full voluntary compliance to be achieved no later than April 1st, 2022 (see Plaintiff's Exhibit "C" attached).

40. The Parties in Control, since assuming ownership and management over the 12600 Shaker Boulevard, Cleveland, Ohio 44120, have failed to provide the minimum amount of heat required by CCO §371.11 to multiple units, have failed to maintain hallways and common areas in clean and sanitary manner in violation of CCO § 347.08(a), have allowed the building to become infested with roaches, fleas, ants, termites and/or rodents in violation of § 369.17. Since the time the Parties in Control took ownership and responsibility over the Premises, an additional Twenty-eight (28) violations of Cleveland Title IX: Housing Code and

Title XIII: Building Code have been identified with notice given to Defendant, Shaker Heights Apartments Owner LLC pursuant to the following Violation Notice: V22026164; with voluntary compliance to be achieved no later than November 30th, 2022. (See Plaintiff's Exhibit "D" attached and Plaintiff's Exhibit "F" attached, Affidavit of Inspector Dario Turic).

41. The Parties in Control, since assuming ownership and management over the 12600 Shaker Boulevard, Apt. 405 Cleveland, Ohio 44120, have failed to provide the minimum amount of heat required by CCO §371.11 to Apt. 405, have failed to provide a letter from a registered heating contractor certifying the entire heating system. Since the time the Parties in Control took ownership and responsibility over the Premises, an additional Nine (9) violations of Cleveland Title IX: Housing Code and Title XIII: Building Code have been identified with notice given to Defendant, Shaker Heights Apartments Owner LLC pursuant to the following Violation Notice V23001138; with voluntary compliance to be achieved no later than February 19th, 2023. (See Plaintiff's Exhibit "E" attached and Plaintiff's Exhibit "G" attached, Affidavit of Inspector Rebecca Hartman).

42. In total, including the violation notices issued above and including currently open complaints for inspection, current inspections underway, there exist at the Premises no less than One Hundred and Seven (107 violations of Cleveland's Title IX: Housing Code and Title XIII: Building Code).

43. Current tenants at the Premises indicate emergency issues of repair that include a regular and continuing lack of heat at 12701 Shaker Boulevard during winter months, serious and sustained plumbing issues causing further water damage to walls and ceilings and creating mold; buckling kitchen countertop; no kitchen cabinets; large holes in bathroom; lack of

handicapped accessibility; non-operable exit lights; improper and absent fire suppression systems and inoperable smoke alarms; functionally inadequate common areas; elevators frequently out of service and lack current certificates for operation; and the use of unlicensed, unpermitted repairs and maintenance undertaken by unidentifiable, nameless individuals who refuse to provide any credential or identification and whose repair work is of sub-standard quality and of a temporary remedial nature. (See Plaintiff's Exhibits "H," "I," and "J, and "K" attached).

44. Current tenants at the Premises indicate emergency issues of repair that include a lack of heat at 12500 Shaker Boulevard during winter months, serious and sustained plumbing issues causing further water damage to walls and ceilings, daily flooding in the laundry room, creating mold; water damage to carpet,; leaking sinks; flooding of apartments; broken windows; the lock on the front entrance is broken and the side door bar is broken also, making the building unsafe and open to homeless people and criminals to enter the building and to occupy the vacant apartments which are left unlocked by management, management making deceptive changes to rent and lease terms; lack of handicapped accessibility; non-operable exit lights; improper and absent fire suppression systems and inoperable smoke alarms; functionally inadequate common areas; elevators frequently out of service and lack current certificates for operation; and the use of unlicensed, unpermitted repairs and maintenance undertaken by unidentifiable, nameless individuals who refuse to provide any credential or identification and whose repair work is of sub-standard quality and of a temporary remedial nature. (See Plaintiff's Exhibits "L," "M," and "N," and "O" attached and Plaintiff's Exhibit "T," Photographs of the Premises condition).

45. At the present time and since the Violation Notices were issued, and numerous tenant complaints, despite reasonable efforts at code enforcement through the administrative citation process and judicial and administrative proceedings after more than sixty (60) days, the Premises remains in violation of State law and City Building, Housing, Health, and Safety codes.

46. Given the lack of corrective action taken by the Parties in Control over the Premises, the frequent change in management companies and individuals, the lack of heat, the failure to address even routine trash and garbage removal, there are reasonable grounds to believe that additional violations of applicable law will occur at the Premises.

47. Defendants negligent management of the Properties is demonstrated by the lack of security as shown by the over fifty (50) police reports for assaults, threats, person threatening with weapon, shots fired, disturbances, grand theft motor vehicle, property crimes, prowlers, felony assaults and arrests, between the time period of January 12, 2022 and September 21, 2022. See Plaintiff's Exhibits "P," "Q," "R," and "S".

48. Defendants have neglected to repair or make operable the camera security system in the apartment buildings and parking areas.

49. Defendants have failed to maintain fire extinguishers in the apartment buildings, many of which are missing and the few remaining have expired inspection tags.

CLAIM FOR RELIEF

50. Plaintiff incorporates the preceding paragraphs 1 through 49 as if fully rewritten herein.

51. The Parties in Control, as owners and operators over the Premises as defined

by applicable City Ordinance, knew or should have known through minimal due diligence of the extensive violations at the Premises based upon available public records at the time of purchase of the Premises.

52. The Premises, in its present state, fails to comply with the following provisions of the City's Building, Housing, Health, and Safety Codes:

§ 3131.04(A)

§ 3131.09(A)

§ 3131.09(1)

§ 3131.09(3)

§ 3101.1

§3131.09(B)

§3131.1

§ 3109.09

§ 369.13

§ 369.16(A)]:

§ 369.13

§ 3101.10(a)

§ 3101.10(d)

§ 392.02(a),

§ 369.07

§ 392.02(a),

§ 369.16(A)

§ 369.13(B)

§ 371.10(b)

§ 3137.12I(9)

§ 371.10(a)

§ 369.12]

§ 371.07(a)

§ 347.08(a)

§ 369.17

§ 371.11

53. By reason of the foregoing, the Premises, in its present state, constitutes a public nuisance as defined by City Ordinance § 3103.09(b) and/or R.C. §3767.41(A)(2).

54. Defendants constituting the Parties in Control, by virtue of their combined interests in the Premises, have a duty to abate the nuisance conditions present and bring the Premises into compliance with City ordinance and State law.

JUDGMENT AND RELIEF DEMANDED

WHEREFORE, Plaintiff demands judgment as follows:

Code Violations

55. Plaintiff incorporates the preceding paragraphs 1 through 54 as if fully rewritten herein.

56. A determination by this Honorable Court that the Premises is in violation of Titles IX and XIII of the Cleveland Codified Ordinances.

57. An injunction from this Honorable Court issued pursuant to C.O. § 3103.11

ordering the current Parties in Control of the Premises and any successor(s) in interest or title to forthwith bring the Premises into compliance with all applicable provisions of the Cleveland Codified Ordinances and/or Ohio Revised Code concerning the erection, alteration, maintenance, and/or repair of residential structures.

58. A further injunction issued pursuant to C.O. § 3103.11 preliminarily and permanently enjoining the current Parties in Control of the Premises and any successor(s) in interest or title from further violating any and all applicable provisions of the City of Cleveland Codified Ordinances and/or Ohio Revised Code concerning the erection, alteration, maintenance, and/or repair of residential structures.

Public Nuisance

59. Plaintiff incorporates the preceding paragraphs 1 through 58 as if fully rewritten herein.

60. A determination that the Premises constitutes and be declared a public nuisance as defined by City Ordinance § 3103.09(b) and/or R.C. §3767.41(A)(2).

61. An order preliminarily and permanently enjoining the Defendant Owner and any successor(s) in interest or title from maintaining a public nuisance at the Premises.

62. An order preliminarily and permanently enjoining the Defendant Owner from maintaining any other property owned by them or any successor(s) in interest or title as a public nuisance within the territorial and jurisdictional limits of The City of Cleveland, Cuyahoga County, State of Ohio.

Abatement Necessary

63. Plaintiff incorporates the preceding paragraphs 1 through 62 as if fully rewritten

herein.

64. An order authorizing Plaintiff, Plaintiff's agent as defined by R.C. 715.261I, and/or Plaintiff's contractor to enter onto the Premises and perform abatement activity pursuant to R.C. §715.26 and/or 715.261;C.O. § 3103.09(h); and C.O. § 367.14 including, but not limited to, rehabilitation to code standards, demolishing any and all structures located on the Premises, or any other action required to bring and keep the Premises in fit and habitable condition.

65. Authorize Plaintiff, and/or its agent pursuant to §715.261(E), to recover any and all costs of abatement activity pursuant to City ordinance §3103.09(k) and or R.C. 715.261(B) including, but not limited to: a) certifying the abatement costs incurred to the county auditor for placement as a charge upon the Premises' tax bill; b) commencing a civil action for cost recovery; and c) filing a lien upon the Premises and pursuing a foreclosure action for a minimum bid equal to the sum of the taxes, penalties, interest, costs, assessments, total cost of abatement activity and any associated court costs and interest, including attorney fees, title searches, administrative cost, inspection cost, cost of discovery, expert witness fees, and court costs.

Receivership

66. Plaintiff incorporates the preceding paragraphs 1 through 65 as if fully rewritten herein.

67. Appoint a receiver pursuant to R. C. §2735.01 and/or §3767.41(C)(3). Authorize said receiver to do any and all acts as the Court deems necessary pursuant to R.C. §2735.04 and/or §3767.41 including, but not limited to: a) repairing or renovating any and all

structures on the Premises to code standards; b) demolishing any and all structures on the Premises; and c) selling the Premises free and clear of any and all liens.

68. Tax as court costs, or otherwise treat as an administrative expense of this matter, pursuant to R.C. §2735.04 and/or §3767.41, any funds that are expended by or on behalf of the receiver.

69. Declare, through an enforceable order, that any and all abatement costs, court costs and administrative expenses of this matter, attorney fees, taken together, shall have priority over any and all pre-existing liens upon the Premises.

Additional Relief

70. Plaintiff incorporates the preceding paragraphs 1 through 69 as if fully rewritten herein.

71. An award of monetary judgement awarding to Plaintiff any and all costs of maintaining this action, including without limitation attorney fees, costs of discovery, deposition cost, costs of inspection, administrative staff and support staff costs, property maintenance costs, title search and preliminary judicial fees, process server fees, skip tracing expenses, expert witness fees, and court costs, payable by Defendant(s), pursuant to C.O. §3101.09(k) and R.C. §715.261.

72. All such further equitable and other relief which the Court finds Plaintiff be otherwise entitled.

Respectfully submitted,



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ZACHARIAH S. GERMANIUK (0090109)
MICHAEL E. REARDON (0062389)
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s.berney@douglasslaw.com
Attorneys for Plaintiff

RECEIVED PAYMENT
MAR 06 2023
EARLE B. TURNER, Clerk
By: _____ Deputy

CERTIFICATE OF SERVICE

I, undersigned counsel for Plaintiff, certify that a copy of the above COMPLAINT FOR PUBLIC NUISANCE ABATMENT, INJUNCTIVE RELIEF, & RECEIVERSHIP (R. C. §3767.41) was served by Commercial Carrier Federal Express on March 6 upon the following parties and by e-mail to parties whose e-mail address is known and to known counsel of record:

SHAKER HEIGHTS APARTMENTS
OWNER, LLC
c/o its Statutory Agent
National Registered Agents, Inc.
4400 Easton Common Way, Suite 125
Columbus, Ohio 43219

SHAKER HEIGHTS MEMBER, LLC
1209 Orange Street
Wilmington, Delaware 19801

MICHAEL CHETRIT
512 7th Avenue, 16th Floor
New York, New York 10018

METROPOLITAN COMMERCIAL BANK
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New York, New York, 10018

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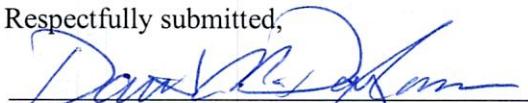
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Respectfully submitted,



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Attorneys for Plaintiff

EXHIBITS TO COMPLAINT

- EXHIBIT A Deed to Premises
- EXHIBIT B Preliminary Judicial Report
- EXHIBIT C Violation No V22007854 for 12500-12600 Shaker Blvd.
- EXHIBIT D Violation No V22026164 for 12600 Shaker Blvd.
- EXHIBIT E Violation No V23001138 for 12600 Shaker Blvd., Apt. 405
- EXHIBIT F Affidavit of City Inspector Dario Turic re: 12600 Shaker Blvd.
- EXHIBIT G Affidavit of City Inspector Rebecca Hartmann re: 12600 Shaker Blvd.
- EXHIBIT H Affidavit of Ronald James of 12701 Shaker Blvd., Apt. 401
- EXHIBIT I Affidavit of Lucinda Burnell of 12701 Shaker Blvd., Apt. 410
- EXHIBIT J Affidavit of Mary C. Dade Carter of 12701 Shaker Blvd., Apt. 617

- EXHIBIT K Affidavit of Anderson Waldon of 12701 Shaker Blvd., Apt. 414
- EXHIBIT L Affidavit of Georgia Turner of 12500 Shaker Blvd., Apt. 206B
- EXHIBIT M Affidavit of Ronald Moss of 12500 Shaker Blvd., Apt. 405
- EXHIBIT N Affidavit of Regina Burton of 12500 Shaker Blvd., Apt. 505
- EXHIBIT O Affidavit of Grace Fleetwood of 12500 Blvd., Apt. 504B
- EXHIBIT P Police Report List for 12701 Shaker Blvd.
- EXHIBIT Q Police Report List for 12600 Shaker Blvd.
- EXHIBIT R Police Report List for 12500 Shaker Blvd.
- EXHIBIT S Police Report List of Codes to Describe Reported Crime
- EXHIBIT T Photographs of the Premises conditions

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICERS - 4
DEED 1/11/2022 11:33:16 AM
202201110533

CUYAHOGA COUNTY FISCAL OFFICER
129-10-001 *Patricia Chambers* 1/11/2022 1
129-12-009 *Patricia Chambers* B-01112022-13
SHAKER HEIGHTS APARTMEN Tax Dist. 3100
Limited Warranty LUC: 4070 EX:
Sale Amt: \$ 12,400,000.00 LAND: 328,200
Conv. Fee: \$ 49,600.00 BLDG: 2,206,400
PUBLIC TOTAL: 2,534,600



* 1 0 6 7 7 3 5 *

LIMITED WARRANTY DEED
(Pursuant to Ohio Revised Code Section 5302.07)

KNOW ALL MEN BY THESE PRESENTS, that SHIF SHAKER PRESIDENTIAL LLC, a Delaware limited liability company (“**Presidential**”) and SHIF SHAKER NORTH LLC, a Delaware limited liability company (“**North**” together with Presidential are collectively, the “**Grantor**”), for valuable consideration paid, grants with limited warranty covenants, to SHAKER HEIGHTS APARTMENTS OWNER LLC, a Delaware limited liability company (the “**Grantee**”), whose tax-mailing address is 8033 Ridgeway Avenue, Skokie, Illinois 60076, the following real property (“**Property**”):

[The legal description of the Property is attached hereto as **Exhibit A** and incorporated herein by reference.]

Also known as: 12500-12600 & 12701 Shaker Boulevard, Cleveland, OH 44120.
Permanent Parcel No(s): 129-10-001, 129-12-009 and 129-12-010.
Prior Instrument Referenced: As to Tract I by Limited Warranty Deed from Shaker West, Ltd. dated October 31, 2019 and recorded November 4, 2019 in the Cuyahoga County Records in Instrument No. 201911040288. As to Tract II by Limited Warranty Deed from Shaker North, Ltd. dated October 31, 2019 and recorded November 4, 2019 in the Cuyahoga County Records in Instrument No. 201911040289.

The Property is subject, however, to all applicable zoning ordinances, legal highways, taxes and assessments, if any, not yet due and payable, easements, covenants and restrictions of record and all title exceptions listed on **Exhibit B**.

SIGNATURES ON FOLLOWING PAGE:

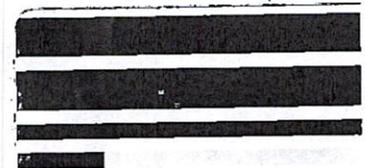


Exhibit A (to Limited Warranty Deed)

Legal Description

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Cleveland, County of Cuyahoga, State of Ohio.

Tract I: (129-10-601)

Being a part of Original 100 Acre Lot No. 429, bounded and described as follows:

Beginning at a point on the Southerly line of Shaker Boulevard S.E. as recorded in Volume 50 of Maps, Page 30 of Cuyahoga County Records, at the Northwesterly corner of a parcel of land conveyed by the Van Sweringen Company to Shaker Hall Inc. by Deed recorded in Volume 5186, Page 440 of Cuyahoga County Records; thence North $89^{\circ} 23' 25''$ West along the Southerly line of Shaker Boulevard S.E. as so dedicated, a distance of 379.05 ft. to the Northeasterly corner of the fourth parcel of land conveyed by the Van Sweringen Company to the City of Cleveland by Deed recorded in Volume 6861, Page 193 of Cuyahoga County Records; thence South $0^{\circ} 36' 35''$ West along the Easterly line of said fourth parcel of land and the easterly line of the third parcel of land conveyed by said Deed a distance of 191.82 ft. to a parcel of land conveyed by the Van Sweringen Company to the City of Cleveland for the widening of Williams Avenue S.E. to 50 ft. in width and recorded in Volume 6861, Page 192 of Cuyahoga County Records; thence North $89^{\circ} 36' 0''$ East along said Northerly line of Williams Avenue S.E. as so conveyed, a distance of 379.09 ft. to the Southwesterly corner of land conveyed to Shaker Hall Inc. as above stated; thence North $0^{\circ} 36' 35''$ East along the Westerly line of land so conveyed to Shaker Hall Inc., a distance of 185.14 ft. to the place of beginning, be the same more or less, but subject to all legal highways.

Tract II: (129-12-009 & 129-12-010)

Being part of Original One Hundred Acre Lot No. 429, known as being certain Sublots of both Shaker Lakes View Subdivision recorded in Volume 46 of Maps, Page 25 of Cuyahoga County Records, and of Northwood Park Subdivision recorded in Volume 47 of Maps, Page 29 of Cuyahoga County Records, and is bounded and described as follows:

Beginning at a point in the Easterly line of East 127th Street, 50 ft. wide, at the Southwest corner of Sublot No. 46 of said Shaker Lakes View Subdivision; thence from said place of beginning North $89^{\circ} 46' 20''$ East along the Southerly line of said Sublot, 103.74 ft. to the Southeast corner of said Sublot; thence North $0^{\circ} 10' 09''$ East along the Easterly line of said Sublot, 2.32 ft. to the Southwest corner of Sublot No. 96 of said Northwood Park Subdivision thence South $89^{\circ} 49' 51''$ East along the Southerly line of said Sublot No. 96, 150.00 ft. to the Westerly line of East 128th Street, 50 ft. wide; thence South $0^{\circ} 10' 09''$ West, along said westerly line of East 128th Street, 135.42 ft. to a point of curve and marking the northerly end of a turnout between the said Westerly line of East 128th Street and the Northerly line of a 6 foot easement to the City of Cleveland for sidewalk purposes which lies adjacent to and immediately North of the North line of Shaker Boulevard as shown on Plat recorded in Volume 50 of Maps, Page 30 of Cuyahoga County Records; thence Southwesterly along said turnout on a curved line deflecting to the right, 31.57 ft., said curved line has a radius of 20 ft., and the chord of whose arc bears South $45^{\circ} 23' 22''$ West, 28.39 ft. to a point of tangency in said Northerly easement line; thence North $89^{\circ} 23' 25''$ West along said Northerly easement line, 201.38 ft. to a point of curve and marking the Easterly end of a turnout between said Northerly easement line and said Easterly line of East 127th Street; thence Northwesterly along said turnout on a curved line deflecting to the right, 49.24 ft. said curved line has a radius of 31.64 ft. and the chord of whose arc bears North $44^{\circ} 48' 33''$ West, 44.41 ft. to a point of tangency in said Easterly line of East 127th Street; thence North $0^{\circ} 13' 40''$ West, along said Easterly line of East 127th Street, 119.41 ft. to the place of beginning, be the same more or less, but subject to all legal highways, as per a survey by McSteen & Associates, Inc., dated July 6, 1994.

This Legal Description Complies with
The Cuyahoga Transfer and
Conveyance Standards and is approved
for transfer.

JAN 11 / 2022



Exhibit B (to Limited Warranty Deed)

Title Exceptions

- Memorandum of Agreement made by and between The Van Sweringen Company and Barbara Stastny and Frank Stastny recorded May 20, 1913 in Volume 1459 Page 581. (Tract II)
- Terms, Conditions and Reservations as set forth in Deed from J.A. Smith, Jr. as Trustee to the Van Sweringen Co. recorded October 10, 1913 in Volume 1493 Page 334. (Tract II)
- Easement and Agreement made by and between The Van Sweringen Company and The Shaker Company recorded May 2, 1944 in Volume 5672 Page 352. (Tract II)
- Terms, Conditions, Restrictions and Easements as set forth in Deed from The Van Sweringen Company to The 12701 Shaker Boulevard Company recorded May 2, 1944 in Volume 5672 Page 355. (Tract II)
- Easement, terms, conditions and rights as contained in Warranty Deed made by and between The Van Sweringen Company and William Magazine dated August 2, 1950 and recorded on August 17, 1950 in Volume 7059 Page 658. (Tract I)
- Easement as contained in Quit Claim Deeds recorded on October 25, 1951 in Volume 7413 Page 482 and in Volume 7413 Page 486. (Tract I)
- Metropolitan Cablevision Incorporated Right of Way Agreement by and between Metropolitan Cablevision Incorporated and Shaker North Apartments, H.B. Schulman, Trustee recorded March 14, 1988 in Volume 88-1045 Page 9. (Tract II)
- Lease Agreement made by and between Shaker North Apartments and B & H Coin Laundry Service recorded May 24, 1991 in Volume 91-3015 Page 13. (Tract II)
- Terms and provisions of the Lease Agreement by and between Shaker West Apartments and B&H Coin Laundry Service dated February 4, 1991 recorded on May 24, 1991 in Volume 91-3015 Page 15. (Tract I)
- All conditions, matters, easements and setback lines as set forth on plat recorded in Plat Book 50 Page 30.
- Survey prepared by Edward B. Dudley, III of Riverstone Land Surveying, Project/Job Number 19-237 and 19-238, dated 10/31/2019, discloses the following:
 - As to Tract I:
 - Rights of others, both public and private, in and to overhead wires, electric boxes, electric transformers, sanitary manholes, cleanouts and yard basins on and crossing subject property.
 - As to Tract II:
 - Building encroaches waterline easement as reflected in Volume 5672 Page 352.
 - Building extends beyond westerly setback line;
 - Fences do not coincide with northerly property line;
 - Rights of others, both public and private, in and to overhead line, gas lines and gas valves on and crossing subject property.

OTIRB Record Products

Preliminary Judicial Report

PRELIMINARY JUDICIAL REPORT

**Issued by
COMMONWEALTH LAND TITLE INSURANCE COMPANY**

REPORT NO.: 8148435-229623071
ORDER NO.: 23-145N
City of Cleveland
601 Lakeside Ave.
Cleveland, OH 44114

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, COMMONWEALTH LAND TITLE INSURANCE COMPANY (hereinafter "the Company") hereby guarantees in an amount not to exceed \$5,867,700.00 that it has examined the public records in Cuyahoga County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in City of Cleveland by instrument recorded in AFN 202201110533 of Cuyahoga County Records and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

This is a guarantee of the record title only and is made for the use and benefit of the Guaranteed Party and the purchaser at judicial sale thereunder and is subject to the Exclusions from Coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations contained herein.

This Report shall not be valid or binding until it has been signed by either an authorized agent or representative of the Company and Schedules A and B have been attached hereto.

Effective Date: February 15, 2023 at 07:59 AM

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Issued By: Surety Title Agency, Inc.

Signed By: By:

By:

ATTEST

President

Secretary

Victor Pascucci, Jr.
Surety Title Agency, Inc.
526 Superior Avenue East, Suite 300
Cleveland, OH 44114
216-589-8399

Authorized Signatory or Agent

COMMONWEALTH LAND TITLE INSURANCE COMPANY

CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT

1. Definition of Terms

"Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.

"Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.

"Land": The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, lanes, ways or waterways.

"Public Records": Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

2. Determination of Liability

This Report together with any Final Judicial Report or any Supplement or Endorsement thereof, issued by the Company is the entire contract between the Guaranteed Party and the Company.

Any claim of monetary loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to this Report.

3. Liability of Company

This Report is a guarantee of the record title of the Land only, as disclosed by an examination of the Public Records herein defined.

4. Notice of Claim to be given by Guaranteed Party

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect, or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after the Guaranteed Party receives actual notice that they may be required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

5. Extent of Liability

The liability of the Company shall in no case exceed in all the amount stated herein and shall in all cases be limited to the actual loss, including but not limited to attorneys' fees and costs of defense, only of the Guaranteed Claimant. Any and all payments under this Report shall reduce the amount of this Report *pro tanto* and the Company's liability shall terminate when the total amount of the Report has been paid.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability

The Company in its sole discretion shall have the following options:

- a. To pay or tender to the Guaranteed Claimant the amount of the Report or the balance remaining thereof, less any attorneys' fees, costs or expenses paid by the Company to the date of tender. If this option is exercised, all liability of the Company under this Report terminates including but not limited to any liability for attorneys' fees, or any costs of defense or prosecution of any litigation.
- b. To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed by this Report.
- c. To continue, re-open or initiate any judicial proceeding in order to adjudicate any claim covered by this Report. The Company shall have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.
- d. To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien or encumbrance guaranteed against by this Report.

7. Notices

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to the Company at its office, P.O. Box 45023, Jacksonville, FL 32232-5023.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

EXCLUSIONS FROM COVERAGE

1. The Company assumes no liability under this Report for any loss, cost or damage resulting from any physical condition of the Land.
2. The Company assumes no liability under this Report for any loss, cost or damage resulting from any typographical, clerical or other errors in the Public Records.
3. The Company assumes no liability under the Report for matters affecting title subsequent to the date of this Report or the Final Judicial Report or any supplement thereto.
4. The Company assumes no liability under this Report for the proper form or execution of any pleadings or other documents to be filed in any judicial proceedings.
5. The Company assumes no liability under this Report for any loss, cost, or damage resulting from the failure to complete service on any parties shown in Schedule B of the Preliminary Judicial Report and the Final Judicial Report or any Supplemental Report issued thereto.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

**PRELIMINARY JUDICIAL REPORT
SCHEDULE A**

Description of Land

Parcel No. 1

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

and known as being a part of Original 100 Acre Lot No. 429, bounded and described as follows:

Beginning at a point on the Southerly line of Shaker Boulevard S.E. as recorded in Volume 50 of Maps, Page 30 of Cuyahoga County Records, at the Northwesterly corner of a parcel of land conveyed by the Van Sweringen Company to Shaker Hall Inc. by deed recorded in Volume 5186, Page 440 of Cuyahoga County Records;

thence North 89° 23' 25" West along the Southerly line of Shaker Boulevard S.E. as so dedicated, a distance of 379.05 ft. to the Northeasterly corner of the fourth parcel of land conveyed by the Van Sweringen Company to the City of Cleveland by Deed recorded in Volume 6861, Page 193 of Cuyahoga County Records;

thence South 0° 36' 35" West along the Easterly line of said fourth parcel of land and the Easterly line of the third parcel of land conveyed by said Deed a distance of 191.82 ft. to a parcel of land conveyed by the Van Sweringen Company to the City of Cleveland for the widening of Williams Avenue S.E. to 50 ft. in width and recorded in Volume 6861, Page 192 of Cuyahoga County Records;

thence North 89° 36' 0" East along said Northerly line of Williams Avenue S.E. as so conveyed, a distance of 379.09 ft. to the Southwesterly corner of land conveyed to Shaker Hall Inc. as above stated;

thence North 0° 36' 35" East along the Westerly line of land so conveyed to Shaker Hall Inc., a distance of 185.14 ft. to the place of beginning, be the same more or less, but subject to all legal highways.

PPN: 129-10-001

Address: 12500 Shaker Blvd., Cleveland, OH 44120

Parcel No. 2

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

and known as being part of Original One Hundred Acre Lot No. 429, known as being certain Sublots of both Shaker Lakes View Subdivision recorded in Volume 46 of Maps, Page 25 of Cuyahoga County Records, and of Northwood Park Subdivision recorded in Volume 47 of Maps, Page 29 of Cuyahoga County Records, and is bounded and described as follows:

Beginning at a point in the Easterly line of East 127th Street, 50 ft. wide, at the Southwest corner of Sublot No. 46 of said Shaker Lakes View Subdivision;

thence from said place of beginning North 89° 46' 20" East along the Southerly line of said Sublot, 103.74 ft. to the Southeast corner of said Sublot;

thence North 0° 10' 09" East along the Easterly line of said Sublot, 2.32 ft. to the Southwest corner of Sublot No. 96 of said Northwood Park Subdivision;

thence South 89° 49' 51" East along the Southerly line of said Sublot No. 96, 150.00 ft. to the Westerly line of East 128th Street, 50 ft. wide;

thence South 0° 10' 09" West, along said Westerly line of East 128th Street, 135.42 ft. to a point of curve and marking the Northerly end of a turnout between the said Westerly line of East 128th Street and the Northerly line of a 6 foot easement to the City of Cleveland for sidewalk purposes which lies adjacent to and immediately North of

COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE A

(Continued)

the North line of Shaker Boulevard as shown on plat recorded in Volume 50 of Maps, Page 30 of Cuyahoga County Records;

thence Southwesterly along said turnout on a curved line deflecting to the right, 31.57 ft., said curved line has a radius of 20 ft. and the chord of whose arc bears South 45° 23' 22" West, 28.39 ft. to a point of tangency in said Northerly easement line; thence North 89° 23' 25" West along said Northerly easement line, 201.38 ft. to a point of curve and marking the Easterly end of a turnout between said Northerly easement line and said Easterly line of East 127th Street;

thence Northwesterly along said turnout on a curved line deflecting to the right, 49.24 ft. said curved line has a radius of 31.64 ft. and the chord of whose arc bears North 44° 48' 33" West, 44.41 ft. to a point of tangency in said Easterly line of East 127th Street;

thence North 0° 13' 40" West, along said Easterly line of East 127th Street, 119.41 ft. to the place of beginning, be the same more or less, but subject to all legal highways, as per a survey by McSteen & Associates, Inc., dated July 6, 1994.

PPN: 129-12-009 and 129-12-010

Address: 12701 Shaker Blvd., Cleveland, OH 44120

COMMONWEALTH LAND TITLE INSURANCE COMPANY

**PRELIMINARY JUDICIAL REPORT
SCHEDULE B**

The matters shown below are exceptions to this Preliminary Judicial Report and the Company assumes no liability arising therefrom.

1. Taxes and Assessments for the first half of 2022, on premises described in Schedule A, listed to Shaker Heights Apartments Owner LLC, as Permanent Parcel Number 129-10-001, amounting to \$44,238.27, are paid.

The amount shown above may include additional interest and/or penalties not yet shown by the public record.

Taxes and Assessments for the last half of 2022 are a lien not yet due and payable.

Assessed Tax Value:

Land: \$114,870.00. Improvements: \$772,240.00. Total: \$887,110.00.

HOMESTEAD, EXEMPTIONS, DELINQUENCIES AND ASSESSMENTS included in the above are: NONE

NOTE: The above item affects part of the land described in Schedule A and designated as Parcel(s) 1.

NOTE: The above premises are subject to BOARD OF REVISION COMPLAINT Number 129-10-001-2021, by Board of Education for the Cleveland Municipal School District, asking for an increase of \$3,665,400.00.

2. Taxes and Assessments for the first half of 2022, on premises described in Schedule A, listed to Shaker Heights Apartments Owner LLC, as Permanent Parcel Number 129-12-009 listed with 129-12-010, amounting to \$58,175.34, are paid.

The amount shown above may include additional interest and/or penalties not yet shown by the public record.

Taxes and Assessments for the last half of 2022 are a lien not yet due and payable.

Assessed Tax Value:

Land: \$66,290.00. Improvements: \$1,100,300.00. Total: \$1,166,590.00.

HOMESTEAD, EXEMPTIONS, DELINQUENCIES AND ASSESSMENTS included in the above are: NONE

NOTE: The above item affects part of the land described in Schedule A and designated as Parcel(s) 2.

NOTE: The above premises are subject to BOARD OF REVISION COMPLAINT Number 129-12-009-2021, by Board of Education for the Cleveland Municipal School District, asking for an increase of \$2,866,900.00.

3. The plat of Shaker Boulevard recorded in Volume 50, Page 30 of Cuyahoga County Records shows the following:

A. We, the undersigned, owners of land shown on this plat do hereby accept this subdivision of said lands and dedicate to public use the areas colored hereon in yellow shade and in consideration of the approval of this plat by the City of Cleveland, it is agreed by The Van Sweringen Company as follows:

FIRST. That upon the strips or parcels of undedicated land, designated as Blocks A & B no billboard or other device for advertising purposes, except for advertising a business being conducted upon the premises shall be erected or suffered to remain and that no public nuisance of any kind shall be permitted or maintained thereon. SECOND. That the City of Cleveland shall have and is hereby granted the right to build and maintain sewers on said strips or parcels of land and to enter upon the same for such purposes. Said sewers shall be so located and relocated as not to interfere with the operation of any railway or railroads or other structure constructed upon said strips or parcels of land and shall be so constructed, reconstructed and maintained as not necessarily to interfere with such operation and shall be in accordance with plans approved by the Chief Engineer of the said railroad or railway company operating thereon, it being understood, however, that any expense caused by changes in tracks

COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B

(Continued)

or other permanent improvements and necessary on account of the location or construction of said sewers or the repair or maintenance thereof shall be paid for and borne by the City of Cleveland, and that said City shall indemnify and save harmless the railroad company from all damages or costs for, or on account of, any and all said work, of from neglecting to perform the same or failing to properly do so and it being further understood, that the provisions of this, the second article hereof, shall not operate to exclude that said strips or parcel of land from any equitable assessments for storm and sanitary sewers as abutting property, and that said Company shall bear by such special assessments, as may be levied by law, such share of any street surface improvement as may properly be chargeable to it on account of such undedicated strips or parcels, such assessments, in no case however, to exceed the cost of one fourth (1/4) of the improvement so made, including, in addition thereto, such additional curbs as are necessary on account of the location of such undedicated strips of parcels. Provided, however, that if and when said strips or parcels of land shall be used for other than railroad or railway purposes, nothing contained herein shall be held as preventing the levying of special assessments upon lands so used in proportion to the benefits received as abutting property.

THIRD. That all deeds and conveyances, given by said Company for lands fronting on said Shaker Boulevard, as shown on said plat shall contain a restriction to the effect that prior to January 1 A.D. 1950 no buildings or structures of any kind shall be erected, placed or suffered to remain thereon nearer than twenty one (21) feet to said Boulevard as the same is herein located except that said restriction against buildings and structures shall not apply to said undedicated strips or parcels of land.

FOURTH. That if and when said strips or parcels of land shall be used or occupied by railroads or railways whose grades shall be below the grades of said Shaker Boulevard, and if, because of such use and occupation, it shall become necessary, in the opinion of the Director of Public Service of the City of Cleveland to support any or all of said Boulevard adjacent to Blocks A & B, by walls or other supports, said Company will, in that event, erect an adequate wall of other structure upon its own property sufficient to furnish the support necessary for said Boulevard and will further erect and maintain such wall, fence or other structure as may be approved by the Engineer of the City of Cleveland upon its own property above the grades of said Boulevard as may be necessary for the purpose of insuring the safety of the public without regard to the necessity for such supporting wall, and it being further understood, that said Company expressly reserves the right, which is hereby assented to and granted by The City of Cleveland, when it shall be necessary or desirable, in the opinion of said Company, its successors, assigns or grantees to construct walls on said strips or parcels of land, to use so much of said Boulevard, heretofore dedicated, underneath the surface thereof, as shall be necessary to furnish adequate support for any or all of said wall, fences or other structures described in this paragraph under the direction of and to the approval of the Director of Public Service of said City.

FIFTH. The Van Sweringen Company hereby grants to the City of Cleveland, the right to use the land shown hereon, shaded in green, for the construction and maintenance of sidewalks for the use of the public.

SIXTH. It is a condition of each, every and all of the foregoing covenants of The Van Sweringen Company, that the same shall run with the land, and be binding on said Company only so long as it shall continue to be the owner of the land to which the same relate, but said Company covenants and agrees that upon the sale of conveyance of said land, or any part thereof, the deed or deeds conveying the same shall contain an express covenant requiring the grantee of grantees therein to assume the obligations herein before imposed with respect to the parcel of part so conveyed.

B. 21' Building Line Front

C. 6' Sidewalk Easement Front

4. Agreement recorded May 20, 1913, in Volume 1459, Page 581 of Cuyahoga County Records.

NOTE: The above item affects part of the land described in Schedule A and More Land, said part being designated as Parcel(s) 2.

5. Easement and Agreement from The Van Sweringen Company to The Shaker Company, recorded in Volume 5672, Page 352 of Cuyahoga County Records.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B

(Continued)

NOTE: The above item affects part of the land described in Schedule A and designated as Parcel(s) 2.

6. Agreement recorded March 14, 1988, in Volume 88-1045, Page 9 of Cuyahoga County Records.

A. Affidavit of Facts Relating to Real Estate recorded January 11, 2022, as Cuyahoga County Recorder's File Number 202201110485.

NOTE: The above item affects part of the land described in Schedule A and designated as Parcel(s) 2.

7. Lease by and between Shaker North Apartments c/o Windsor Management, Lessor, and B&H Coin Laundry Service, Lessee, recorded May 24, 1991 in Volume 91-3015, Page 13 of Cuyahoga County Records.

A. Affidavit of Facts Relating to Real Estate recorded January 11, 2022, as Cuyahoga County Recorder's File Number 202201110485.

NOTE: The above item affects part of the land described in Schedule A and designated as Parcel(s) 2.

8. Lease by and between Shaker West Apartments c/o Windsor Management, Lessor, and B&H Coin Laundry Service, Lessee, recorded May 24, 1991 in Volume 91-3015, Page 15 of Cuyahoga County Records.

A. Affidavit of Facts Relating to Real Estate recorded January 11, 2022, as Cuyahoga County Recorder's File Number 202201110486.

NOTE: The above item affects part of the land described in Schedule A and designated as Parcel(s) 1.

9. Mortgage from Shif Shaker Presidential LLC and Shif Shaker North LLC to New York Community Bank, Attn: Loan Servicing- LN #290718140, NYCB Plaza, 102 Duffy Avenue- 3rd Fl. Hicksville, New York 11801, for \$7,200,000.00, recorded as Cuyahoga County Recorder's File Number 201911040290. Together with and all terms, conditions and restrictions contained therein.

A. Financing Statement from Shif Shaker Presidential LLC and Shif Shaker North LLC to New York Community Bank, filed November 4, 2019 as Cuyahoga County Recorder's File Number 201911049004.

NOTE: At the time of the filing of the above instrument, title was vested in Shif Shaker Presidential LLC and Shif Shaker North LLC.

10. Mortgage from Shaker Heights Apartments Owner LLC to Metropolitan Commercial Bank, 99 Park Avenue, New York, New York 10016, for \$9,675,000.00, recorded as Cuyahoga County Recorder's File Number 202201110534. Together with and all terms, conditions and restrictions contained therein.

A. Assignment of Leases and Rents recorded January 11, 2022, as Cuyahoga County Recorder's File Number 202201110535.

B. Financing Statement from Shaker Heights Apartments Owner LLC to Metropolitan Commercial Bank, filed January 11, 2022 as Cuyahoga County Recorder's File Number 202201119006.

11. Affidavit to Obtain a Mechanic's Lien by Brent Delewski, 6700 Queens Way, North Royalton, OH 44133, against Friedman Real Estate and/or Shaker Heights Apartments Owner LLC in the amount of \$9,750.00 filed for record November 23, 2022 and recorded as Cuyahoga County Recorder's File Number 202211230042.

12. Affidavit to Obtain a Mechanic's Lien by Brent Delewski, 6700 Queens Way, North Royalton, OH 44133, against Shif Shaker North LLC dba The Residences at Shaker Square in the amount of \$3,919.00 filed for record November 28, 2022 and recorded as Cuyahoga County Recorder's File Number 202211280005.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B

(Continued)

NOTE: The above item affects part of the land described in Schedule A and designated as Parcel(s) 2.

13. Affidavit to Obtain a Mechanic's Lien by K Kern Painting, LLC, 211 N Reynolds Road, Toledo, OH 43615, against Shif Shaker North LLC dba The Residences at Shaker Square in the amount of \$36,475.49 filed for record December 30, 2022 and recorded as Cuyahoga County Recorder's File Number 202212300353.
14. Affidavit to Obtain a Mechanic's Lien by K Kern Painting, LLC, 211 N Reynolds Road, Toledo, OH 43615, against Vista Apartments in the amount of \$27,236.17 filed for record December 30, 2022 and recorded as Cuyahoga County Recorder's File Number 202212300355.
15. Affidavit to Obtain a Mechanic's Lien by AAA Staffing, LLC, 21366 Provincial Boulevard, Katy, TX 77450, against First Choice Investments in the amount of \$1,257.70 filed for record January 5, 2023 and recorded as Cuyahoga County Recorder's File Number 202301050019.

THE CITY OF CLEVELAND
DEPARTMENT OF BUILDING & HOUSING
DIVISION OF CODE ENFORCEMENT
601 LAKESIDE AVE. CLEVELAND, OH 44114

NOTICE OF VIOLATION OF BUILDING AND HOUSING ORDINANCES

WARD: 4

ISSUE DATE: 3/28/2022

CENSUS TRACT: 119502

PPN: 12910001

PROP. ADDRESS: 12600 Shaker, Cleveland, OH
44120

AKA: 12500-12600 SHAKER BLVD.
CLEVELAND, OHIO 44120

----- RESPONSIBLE PARTY(S) -----

SHAKER HEIGHTS APARTMENTS OWNER LLC
8033 RIDGEWAY AVE.
SKOKIE, IL 60076

SHAKER HEIGHTS APARTMENTS OWNER LLC
1384 BROADWAY 7TH FLOOR, NEW YORK, NEW YORK 10018

SHAKER HEIGHTS APARTMENTS OWNER LLC
C/O NATIONAL REGISTERED AGENTS INC. 4400 EASTON COMMON WAY, SUITE 125
COLUMBUS, OHIO 43219

SHAKER HEIGHTS APARTMENTS OWNER LLC
C/O MICHAEL CHETRIT 8033 RIDGEWAY AVE. SHOKIE ILLINOIS 60076

OCCUP./USE: R-2 Residential - Non-transient;
Apartments (Shared Egress)

KIND OF STRUCTURE: High-Rise Building

VIOLATION #: V22007854

ZONING DISTRICT: Multi-Family

NUMBER OF DWELLING UNITS: 72

TYPE OF VIOLATION: Interior Maintenance

THIS NOTICE SHALL BE COMPLIED WITH AND ALL VIOLATIONS CORRECTED BY THE BELOW LISTED "COMPLY DATE".

FAILURE TO COMPLY WITH THIS NOTICE WILL RESULT IN PROSECUTIVE ACTION OR PENALTY AS PROVIDED BY LAW.

PLEASE CONTACT THE INSPECTOR UPON RECEIPT OF THIS NOTICE.

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011

Page 1 V22007854 - 12600 Shaker, Cleveland, OH 44120

EXHIBIT C

RIGHT TO APPEAL

You have the right to appeal this notice. If you wish to appeal, you must file a written appeal within 30 days of the issuance date on this notice. The appeal must be filed at:

Cleveland City Hall
601 Lakeside Avenue, Room 516
Cleveland, Ohio 44114

UNIT NO	INSPECTION DATE	COMPLY DATE	NATURE OF VIOLATION	COMMENTS
Unit Record #: RI20000672			Unit Number: 302A	
302A	02/14/2020	04/01/2020	12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	302A LIVING ROOM AND 302A BATHROOM BEHIND SHOWER HEAD
302A	02/14/2020	04/01/2020	14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	302A LIVING ROOM AND 302A BATHROOM
Unit Record #: RI20000673			Unit Number: 801A	
801A	02/13/2020	04/01/2020	70[369.13] THE REGISTER COVERS ARE BROKEN OR MISSING. THE SPECIFIC LOCATION IS:	LIVING ROOM AND BEDROOM OF 801A
Unit Record #: RI20000674			Unit Number: 702A	
702A	02/13/2020	04/01/2020	14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	BATHROOM HALLWAY AND KITCHEN OF 702A
Unit Record #: RI20000675			Unit Number: 303A	
303A	02/14/2020	04/01/2020	12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	303A LIVING ROOM AND 303A BATHROOM AND 303A KITCHEN
303A	02/14/2020	04/01/2020	14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	303A KITCHEN AND 303A LIVING ROOM

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011

Unit Record #: RI20000676		Unit Number: Cmn Areas		
Cmn Areas	02/14/2020	04/27/2022	249 [3101.10(a),369.13]: THE ENTRANCE DOOR LOCKING HARDWARE IS BROKEN OR MISSING.	12600 SHAKER BLVD FRONT BUZZER SECURITY DOOR
Cmn Areas	02/14/2020	04/27/2022	306 [3101.10(a)]: THE EXIT SIGNS ARE NOT MAINTAINED IN GOOD REPAIR. (BROKEN, INOPERATIVE OR MISSING PARTS)	12600 SHAKER BLVD 2ND FLOOR BACK STAIRWAY 1ST FLOOR REAR STAIRWAY AND ALSO FLOOR 6 BACK STAIRWAY AND FRONT COMMON HALL OF FLOOR 6
Cmn Areas	02/14/2020	04/27/2022	337 [3101.10(a),369.13]: THE CEILINGS IN THE COMMON HALL/STAIRWAY CONTAIN CRACKS, HOLES AND LOOSE MATERIAL.	12600 SHAKER BLVD THROUGHOUT FLOORS 1 THRU 8 COMMON HALLWAYS
Cmn Areas	02/14/2020	04/27/2022	338 [3101.10(d),369.16]: THE WALLS IN THE COMMON HALL/STAIRWAY CONTAIN CRACKS, HOLES AND LOOSE MATERIAL.	12600 SHAKER BLVD FRONT COMMON HALLWAYS FLOORS 1 THRU 8 AND BACK COMMON STAIRWAY FLOORS 1 THRU 8

Unit Record #: RI20000678		Unit Number: 810A		
810A	02/13/2020	04/01/2020	12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	LIVING ROOM 810A
810A	02/13/2020	04/01/2020	7[392.02(a),369.13]: THE SMOKE DETECTOR IN THE DWELLING UNIT DOES NOT WORK PROPERLY. THE SPECIFIC LOCATION IS:	810A

Unit Record #: RI20000681		Unit Number: 101A		
101A	02/14/2020	04/27/2022	14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	101A LIVING ROOM

Unit Record #: RI20000682		Unit Number: 201A		
201A	02/14/2020	04/27/2022	14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	201A BEDROOM AND 201A BATHROOM

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011

Unit Record #: RI20000685

Unit Number: 204A

204A	02/14/2020	04/27/2022	34[369.07]: THE PLUMBING FIXTURES ARE NOT PROPERLY SECURED OR CONNECTED. THE SPECIFIC LOCATION IS:	204A NO HOT WATER
204A	02/14/2020	04/27/2022	7[392.02(a),369.13]: THE SMOKE DETECTOR IN THE DWELLING UNIT DOES NOT WORK PROPERLY. THE SPECIFIC LOCATION IS:	204A

Unit Record #: RI20000686

Unit Number: 205A

205A	02/14/2020	04/27/2022	12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	205A BATHROOM
205A	02/14/2020	04/27/2022	14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	205A LIVING ROOM AND 205A BATHROOM

Unit Record #: RI20000688

Unit Number: 306A

306A	02/14/2020	04/01/2020	12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	306A BEDROOM
306A	02/14/2020	04/01/2020	14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	306A LIVING ROOM ACCESS PANEL NEEDS REPLACING HOLE LEFT WHERE ACCESS PANEL COVER SHOULD BE
306A	02/14/2020	04/01/2020	468 [369.13]: THE KITCHEN COUNTER TOP IS IN NEED OF CAULK	306A KITCHEN SINK AT CABINET NEEDS ANCORING SINK SHIFTS INSTEAD OF BEING STATIONARY

Unit Record #: RI20000692

Unit Number: 807A

807A	02/13/2020	04/01/2020	12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	THROUGHOUT 807A
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TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011

807A 02/13/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL THROUHOUT 807A (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:

807A 02/13/2020 04/01/2020 70[369.13] THE REGISTER COVERS LIVING ROOM 807A ARE BROKEN OR MISSING. THE SPECIFIC LOCATION IS:

Unit Record #: RI20000693

Unit Number: 208A

208A 02/14/2020 04/27/2022 12[369.13]: THE INTERIOR CEILING 208A BATHROOM (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:

208A 02/14/2020 04/27/2022 14[369.16(A)]: THE INTERIOR WALL 208A BEDROOM (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:

Unit Record #: RI20000695

Unit Number: 209A

209A 02/14/2020 04/27/2022 12[369.13]: THE INTERIOR CEILING 209A LIVING ROOM (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:

209A 02/14/2020 04/27/2022 14[369.16(A)]: THE INTERIOR WALL 209A BATHROOM (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS: HALLWAY AND 209A KITCHEN

Unit Record #: RI20000697

Unit Number: 309A

309A 02/14/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING 309A BATHROOM (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:

309A 02/14/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL 309A LIVING ROOM (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011

Unit Record #: RI20000698

Unit Number: 407A

407A	02/14/2020	04/01/2020	10[369.13]: THERE IS LOOSE, PEELING, AND/OR HANGING PAINT. THE SPECIFIC LOCATION IS:	409A LIVING ROOM UNDER OUTLET
407A	02/14/2020	04/01/2020	12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	407A LIVING ROOM
407A	02/14/2020	04/01/2020	14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	408A BEDROOM

Unit Record #: RI20000699

Unit Number: 301A

301A	02/14/2020	04/01/2020	534 [369.16(a)]: THE BATHROOM WALLS HAVE LOOSE MATERIALS	301A
301A	02/14/2020	04/01/2020	535 [369.16(a)]: THE BATHROOM WALLS ARE WATER DAMAGED	301A

Unit Record #: RI20000700

Unit Number: 501A

501A	02/14/2020	04/01/2020	12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	501A BEDROOM, BATHROOM AND LIVING ROOM
501A	02/14/2020	04/01/2020	14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	501A BATHROOM , BEDROOM AND LIVING ROOM

Unit Record #: RI20000701

Unit Number: 402A

402A	02/14/2020	04/01/2020	12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS:	BEDROOM AND BATHROOM OF 406A
402A	02/14/2020	04/01/2020	37[369.13] THE HOT AND/OR COLD FAUCET HANDLES ARE BROKEN, MISSING AND/OR LEAKING. THE SPECIFIC LOCATION IS:	BATHTUB OF 406A
402A	02/14/2020	04/01/2020	587 [369.13]: THE BATHTUB ENAMEL IS DAMAGED AND IN NEED OF RE-GLAZING	406A BATHROOM

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011

Unit Record #: RI20000702

Unit Number: 806A

806A 02/13/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS: LIVING ROOM AND BEDROOM OF 806A

806A 02/13/2020 04/01/2020 43[369.12]: THE ELECTRICAL SWITCHES AND RECEPTACLE COVER PLATES ARE BROKEN OR MISSING. THE SPECIFIC LOCATION IS: 806A KITCHEN OUTLET PLATE COVER

Unit Record #: RI20000705

Unit Number: 803A

803A 02/13/2020 04/01/2020 30[369.13(B)]: THE DRAIN OR WASTE LINES CONNECTED TO THE TUB ARE DETERIORATED, LEAKING, AND/OR NEED REPAIR. THE SPECIFIC LOCATION IS: TUB IS NOT DRAINING 803A

Unit Record #: RI20000706

Unit Number: 405A

405A 02/14/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS: BEDROOM OF 405A

405A 02/14/2020 04/01/2020 7[392.02(a),369.13]: THE SMOKE DETECTOR IN THE DWELLING UNIT DOES NOT WORK PROPERLY. THE SPECIFIC LOCATION IS: 405A

Unit Record #: RI20000708

Unit Number: 609A

609A 02/14/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS: 609A BATHROOM

609A 02/14/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS: 609A BATHROOM

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011

Unit Record #: RI20000709

Unit Number: 608A

608A 02/14/2020 04/01/2020 7[392.02(a),369.13]: THE SMOKE DETECTOR IN THE DWELLING UNIT DOES NOT WORK PROPERLY. THE SPECIFIC LOCATION IS: 608A

Unit Record #: RI20000711

Unit Number: 402A

402A 02/14/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS: KITCHEN OF 402A

402A 02/14/2020 04/01/2020 7[392.02(a),369.13]: THE SMOKE DETECTOR IN THE DWELLING UNIT DOES NOT WORK PROPERLY. THE SPECIFIC LOCATION IS: 402A

Unit Record #: RI20000712

Unit Number: 401A

401A 02/14/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS: BEDROOM AND BATHROOM OF 401A

401A 02/14/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS: BEDROOM AND BATHROOM OF 401A

401A 02/14/2020 04/01/2020 7[392.02(a),369.13]: THE SMOKE DETECTOR IN THE DWELLING UNIT DOES NOT WORK PROPERLY. THE SPECIFIC LOCATION IS: 401A

Unit Record #: RI20000714

Unit Number: 607A

607A 02/14/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS: BEDROOM OF 607A

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011

Unit Record #: RI20000715

Unit Number: 509A

509A 02/14/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL LIVING ROOM AND
(S) CONTAIN HOLES, CRACKS, BEDROOM OF 509A
LOOSE, DETERIORATED
MATERIAL, AND/OR ARE WATER
DAMAGED. THE SPECIFIC
LOCATION IS:

Unit Record #: RI20000716

Unit Number: 508A

508A 02/14/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING 508A BATHROOM
(S) CONTAIN HOLES, CRACKS,
LOOSE, DETERIORATED
MATERIAL, AND/OR ARE WATER
DAMAGED. THE SPECIFIC
LOCATION IS:

Unit Record #: RI20000717

Unit Number: 507A

507A 02/14/2020 04/01/2020 7[392.02(a),369.13]: THE SMOKE 507A
DETECTOR IN THE DWELLING
UNIT DOES NOT WORK
PROPERLY. THE SPECIFIC
LOCATION IS:

Unit Record #: RI20000718

Unit Number: 506A

506A 02/14/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING LIVING ROOM AND
(S) CONTAIN HOLES, CRACKS, BEDROOMS AND
LOOSE, DETERIORATED BEDROOM CLOSETS OF
MATERIAL, AND/OR ARE WATER 506A
DAMAGED. THE SPECIFIC
LOCATION IS:

506A 02/14/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL BEDROOMS OF 506A
(S) CONTAIN HOLES, CRACKS, INCLUDING BEDROOM
LOOSE, DETERIORATED CLOSETS
MATERIAL, AND/OR ARE WATER
DAMAGED. THE SPECIFIC
LOCATION IS:

Unit Record #: RI20000719

Unit Number: 505A

505A 02/14/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL BEDROOM 505A {STRONG
(S) CONTAIN HOLES, CRACKS, MILDEW SMELL}
LOOSE, DETERIORATED
MATERIAL, AND/OR ARE WATER
DAMAGED. THE SPECIFIC
LOCATION IS:

505A 02/14/2020 04/01/2020 35[369.13(B)]: THE HOT AND/OR NO HOT WATER IN
COLD WATER SUPPLY LINES ARE KITCHEN OF 505A
DETERIORATED AND/OR LEAKING.
THE SPECIFIC LOCATION IS;

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011

Unit Record #: RI20000721

Unit Number: 703A

703A 02/13/2020 04/01/2020 38[369.13] THE SINK, DRAIN AND/OR WASTE LINE IS CLOGGED AND/OR LEAKING. THE SPECIFIC LOCATION IS: KITCHEN 703A

Unit Record #: RI20000728

Unit Number: 601A

601A 02/14/2020 04/01/2020 7[392.02(a),369.13]: THE SMOKE DETECTOR IN THE DWELLING UNIT DOES NOT WORK PROPERLY. THE SPECIFIC LOCATION IS: 601A

Unit Record #: RI20000729

Unit Number: 603A

603A 02/14/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS: 603A THROUGHOUT

603A 02/14/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS: 603A THROUGHOUT

Unit Record #: RI20000730

Unit Number: 710A

710A 02/13/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS: 710A LIVING ROOM

710A 02/13/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS: 710A LIVING ROOM AND BATHROOM {BY SHOWER}

Unit Record #: RI20000731

Unit Number: 709A

709A 02/13/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING (S) CONTAIN HOLES, CRACKS, LOOSE, DETERIORATED MATERIAL, AND/OR ARE WATER DAMAGED. THE SPECIFIC LOCATION IS: LIVING ROOM 709A

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011

Unit Record #: RI20000733

Unit Number: 707A

707A 02/13/2020 04/01/2020 14[369.16(A)]: THE INTERIOR WALL BATHROOM HALLWAY OF
(S) CONTAIN HOLES, CRACKS, 707A
LOOSE, DETERIORATED
MATERIAL, AND/OR ARE WATER
DAMAGED. THE SPECIFIC
LOCATION IS:

Unit Record #: RI20000734

Unit Number: 706A

706A 02/13/2020 04/01/2020 12[369.13]: THE INTERIOR CEILING LIVING ROOM 706A
(S) CONTAIN HOLES, CRACKS,
LOOSE, DETERIORATED
MATERIAL, AND/OR ARE WATER
DAMAGED. THE SPECIFIC
LOCATION IS:

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: JULIAN DAVIS

PHONE: 216-664-3011

THE CITY OF CLEVELAND
DEPARTMENT OF BUILDING & HOUSING
DIVISION OF CODE ENFORCEMENT
601 LAKESIDE AVE. CLEVELAND, OH 44114

NOTICE OF VIOLATION OF BUILDING AND HOUSING ORDINANCES

WARD: 4

ISSUE DATE: 10/31/2022

CENSUS TRACT: 119502

PPN: 12910001

PROP. ADDRESS: 12600 SHAKER BLVD,
CLEVELAND, OH

AKA: 12500 Shaker BLVD Cleveland, OH 44120

----- RESPONSIBLE PARTY(S) -----

SHAKER HEIGHTS APARTMENTS OWNER LLC
8033 Ridgeway Ave
Skokie, IL 60076

SHAKER HEIGHTS APARTMENTS OWNER LLC
12600 Shaker BLVD Cleveland, OH 44120

----- INTERESTED PARTY(S) -----

LERETA
1123 S PARKVIEW DR
COVINA, CA 91724

NATIONAL REGISTERED AGENTS, INS
4400 Easton Commons Way Suite 125
Columbus, OH 43219

OCCUP./USE: R-2 Residential - Non-transient;
Apartments (Shared Egress)

INSPECTION DATE: 10/24/2022

KIND OF STRUCTURE: High-Rise Building

VIOLATION #: V22026164

ZONING DISTRICT: Multi-Family

NUMBER OF DWELLING UNITS: 72

TYPE OF VIOLATION: Interior/Exterior Maintenance

THIS NOTICE SHALL BE COMPLIED WITH AND ALL VIOLATIONS CORRECTED BY THE BELOW LISTED "COMPLY DATE".

FAILURE TO COMPLY WITH THIS NOTICE WILL RESULT IN PROSECUTIVE ACTION OR PENALTY AS PROVIDED BY LAW.

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: DARIO TURIC

PHONE: 216-664-
4009

EMAIL: DTuric@clevelandohio.gov

PLEASE CONTACT THE INSPECTOR UPON RECEIPT OF THIS NOTICE.

RIGHT TO APPEAL

You have the right to appeal this notice. If you wish to appeal, you must file a written appeal within 30 days of the issuance date on this notice. The appeal must be filed at:

Cleveland City Hall
601 Lakeside Avenue, Room 516
Cleveland, Ohio 44114

SEQ NO	COMPLY DATE	NATURE OF VIOLATION	COMMENTS
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2	11/30/2022	302 [4101:2-10,1023.1]: THE EXIT SIGNS MUST BE PROVIDED.	
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8	11/30/2022	392.02(a),369.13]: THE SMOKE DETECTOR IS MISSING, DOES NOT WORK PROPERLY, OR IS OUT OF DATE.	Units 604,708,304,204,101,3 02
9	11/30/2022	426 [371.10(b)]: THE OCCUPANT OF A DWELLING UNIT SHALL BE RESPONSIBLE FOR MAINTAINING IN A CLEAN AND SANITARY CONDITION THAT PART OF THE DWELLING UNIT OR DWELLING STRUCTURE WHICH HE OCCUPIES AND CONTROLS.	205
10	11/30/2022	472 [369.13]: THE KITCHEN SINK HOT WATER FAUCET IS LEAKING	Unit 808,301
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601 LAKESIDE AVE. CLEVELAND, OH 44114

NOTICE OF VIOLATION OF BUILDING AND HOUSING ORDINANCES

WARD: 4

ISSUE DATE: 1/20/2023

CENSUS TRACT: 119502

PPN: 12910001

PROP. ADDRESS: 12600 Shaker BLVD, APT# 405a, AKA: 12500 SHAKER BLVD, CLEVELAND, OH
Cleveland, OH 44120 44120

----- RESPONSIBLE PARTY(S) -----

LERETA
1123 S. PARKVIEW DR
COVINA, CA 91724

% THE CHETRIT ORGANIZATION-C/O MICHAEL CHETRIT
512 SEVENTH AVE 16TH FLOOR
NEW YORK, NY 10018

METROPOLITAN COMMERCIAL BANK
99 PARK AVE
NEW YORK, NY 10016

NATIONAL REGISTERED AGENTS, INC
4400 EASTON COMMON WAY, STE 125
COLUMBUS, OH 43219

NATIONAL REGISTERED AGENTS, INC
1209 ORANGE ST
WILMINGTON, DE 19801

SHAKER HEIGHTS APARTMENTS OWNER, LLC
12500 SHAKER BLVD
CLEVELAND, OH 44120

SHAKER HEIGHTS APARTMENTS OWNER, LLC
8033 RIDREWAY AVE
SKOKIE, IL 60076

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: REBECCA HARTMAN

PHONE:
216.664.2030

EMAIL:
RHARTMAN@CLEVELANDOHIO.GOV

SHAKER HEIGHTS APARTMENTS OWNER, LLC
12701 SHAKER BLVD
CLEVELAND, OH 44120

SHAKER HEIGHTS APARTMENTS OWNER, LLC
901 CORPORATE CENTER DR
POMONA, CA 91768

OCCUP./USE: R-2 Residential - Non-transient;
Apartments (Shared Egress)

INSPECTION DATE: 01/17/2023

KIND OF STRUCTURE: High-Rise Building

VIOLATION #: V23001138

ZONING DISTRICT:

NUMBER OF DWELLING UNITS:

TYPE OF VIOLATION: HVAC

THIS NOTICE SHALL BE COMPLIED WITH AND ALL VIOLATIONS CORRECTED BY THE BELOW LISTED "COMPLY DATE".

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SEQ NO	COMPLY DATE	NATURE OF VIOLATION	COMMENTS
1	02/19/2023	1 [3109.09]: THE OWNER OF THE PREMISES SUBJECT TO THE PROVISIONS OF THIS BUILDING CODE SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE STANDARDS SET FORTH HEREIN. HE SHALL REMAIN RESPONSIBLE THEREFORE, REGARDLESS OF THE FACT CERTAIN RESPONSIBILITIES MAY ALSO BE PLACED ON OPERATORS OR AGENT AND REGARDLESS OF ANY AGREEMENT BETWEEN THE OWNER AND ANYONE ELSE AS TO WHOM SHALL ASSUME SUCH RESPONSIBILITIES. THE OWNER SHALL REMAIN RESPONSIBLE FOR THE ELIMINATION OF ANY VIOLATION FOUND ON HIS PREMISES, REGARDLESS OF ANY AGREEMENT BETWEEN OWNERS AND OTHERS.	

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: REBECCA HARTMAN

PHONE:
216.664.2030

EMAIL:
RHARTMAN@CLEVELANDOHIO.GOV

- 2 02/19/2023 13 [3131.04(A)]: HEATING SYSTEMS SHALL BE DESIGNED, INSTALLED AND OPERATED TO MAINTAIN INSIDE AIR TEMPERATURES OF NOT LESS THAN 70 DEGREES F.
- 3 02/19/2023 16 [3131.09(A)]: INSPECTION AND APPROVAL: ALL HEATING, VENTILATING OR AIR CONDITIONING SYSTEMS INSTALLED OR ALTERED SHALL BE INSPECTED AND SUBJECT TO APPROVAL BY THE COMMISSIONER WHILE IN THE PROCESS OF INSTALLATION AND UPON COMPLETION IN THE FOLLOWING STAGES.
- 4 02/19/2023 17 [3131.09(1)]: WHEN SYSTEM HAS BEEN ROUGHED IN AND CONNECTED.
- 5 02/19/2023 19 [3131.09(3)]: ALTERATION WORK, ALL NEW WORK SHALL BE INSPECTED.
- 6 02/19/2023 2 [3101.1]: GENERAL MAINTENANCE REQUIREMENTS: ALL STRUCTURES AND ALL PARTS THEREOF, BOTH EXTERIOR AND INTERIOR SHALL BE CAPABLE OF PERFORMING THE FUNCTIONS FOR WHICH SUCH STRUCTURE OR PART OR ANY FEATURE THEREOF, WAS DESIGNED OR INTENDED TO BE USED. ALL EQUIPMENT AND FACILITIES APPURTENANT TO A STRUCTURE SHALL BE MAINTAINED IN A GOOD AND SAFE WORKING ORDER.
- 7 02/19/2023 20 [3131.09(B)]: NO WORK SHALL BE COVERED UP OR OTHERWISE CONCEALED BEFORE IT HAS BEEN INSPECTED AND APPROVED. THE COMMISSIONER MAY REQUIRE THE REMOVAL OF ANY COVERING WHICH HAS BEEN PLACED OVER THE WORK WHICH HAS NOT BEEN INSPECTED AND APPROVED.
- 8 02/19/2023 23 [3131.1]: NAME AND ADDRESS OF INSTALLER TO BE AFFIXED. WHENEVER A HEATING, VENTILATING AIR CONDITIONING SYSTEM IS INSTALLED OR AN EXISTING SYSTEM IS REPLACED, BY OTHER THAN AN OWNER ACTING UNDER THE PROVISIONS OF SECTION 3107.02 A PLATE OR OTHER PERMANENT DEVICE SHALL BE ATTACHED TO THE CASING OR THE SYSTEM WHICH SHALL STATE THE NAME, ADDRESS AND PHONE NUMBER OF THE INSTALLER.
- 9 02/19/2023 28 [SUPPLEMENT]: IN ORDER TO COMPLY WITH ABOVE VIOLATION YOU MUST SECURE THE SERVICES OF A REGISTERED HEATING CONTRACTOR TO SUBMIT A LETTER CERTIFYING THE SAFETY OF THE ENTIRE HEATING SYSTEM.

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INSPECTOR: REBECCA HARTMAN

PHONE:
216.664.2030

EMAIL:
RHARTMAN@CLEVELANDOHIO.GOV

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STATE OF OHIO

)

)ss: AFFIDAVIT

COUNTY OF CUYAHOGA

)

I, Dario Turic, the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

1. That I am an Inspector for the Department of Building and Housing for the City of Cleveland (City"). I am at least 18 years old and competent to give testimony on all matters pertaining to 12600 Shaker Blvd, Cleveland, Ohio 44120 PPN 129-10-001 (hereinafter "The Property") with respect violations of the Codified Ordinances of the City of Cleveland

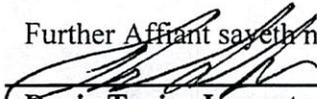
2. In the regular performance of my duties as an Inspector, I inspected The Property and I have access to and am familiar with the activities, records and accounts maintained by the City of Cleveland's Department of Building and Housing. I have personal knowledge that said records are maintained for the purpose of noting the conditions of and violations which occur at specific addresses located in the City of Cleveland. These records (which include notices, photographs, and others) are made at or near the time of occurrence or are based on information of persons with knowledge of the activities and transactions reflected in such records. In connection with making this affidavit, I personally inspected the units listed in Violation No. V22026164 and observed violations of Title IX and Title XIII of the City of Cleveland Codified Ordinances, and reviewed the business records concerning the violations found at The Property, which is the subject of this proceeding, and had the certified Notices of Violation sent to Owners and registered Statutory Agents of the Owner, Shaker Heights Apartments Owner, LLC at the tax mailing address and Property address. See Exhibits "1".

3. Affiant further states that the attached record, identified as Violation No. V220026164, Exhibit 1, lists the specific ordinances violated and relates to apartment numbers at the Property, including 505, 503, 604, 708, 304, 204, 101, 302, 205, 808, 301, 305, 401, 304, 306, 504, 609, 709, 605, 501, 806,807, and 301. The Entrance door is broken, Exit Lights are not working, common hallway ceilings and walls have cracks, holes and loose material, and smoke detectors are missing.

4. The City issued to the Owner the of Building and Housing Ordinances on October 31, 2022 as shown in Exhibit 1, Notice of Violation, by certified mail.

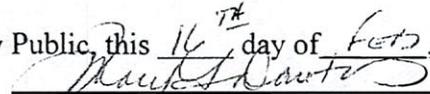
5. There have been no permits requested by the Owner to make repairs at 12600 Shaker Blvd Cleveland Ohio since the Violation notice was issued.

6. Further Affiant sayeth n ht.



Dario Turic, Inspector

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 16th day of Feb, 2023.



NOTARY PUBLIC



MARY F. DAUTAS
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 4/19/2025

THE CITY OF CLEVELAND
DEPARTMENT OF BUILDING & HOUSING
DIVISION OF CODE ENFORCEMENT
601 LAKESIDE AVE. CLEVELAND, OH 44114

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----- INTERESTED PARTY(S) -----

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NATIONAL REGISTERED AGENTS, INS
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Columbus, OH 43219

OCCUP./USE: R-2 Residential - Non-transient;
Apartments (Shared Egress)

INSPECTION DATE: 10/24/2022

KIND OF STRUCTURE: High-Rise Building

VIOLATION #: V22026164

ZONING DISTRICT: Multi-Family

NUMBER OF DWELLING UNITS: 72

TYPE OF VIOLATION: Interior/Exterior Maintenance

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EMAIL: DTuric@clevelandohio.gov

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STATE OF OHIO

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)ss: AFFIDAVIT

COUNTY OF CUYAHOGA

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I Rebecca Hartman , the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

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3. Affiant further states that the attached record, identified as the Violation No. V23001138, Exhibit 1, lists the specific ordinances violated and relates to apartment number 405A at the Property, and the entire building lacks adequate heat.

4. The City issued to the Owner the of Building and Housing Ordinances on January 20, 2023 as shown in Exhibit 1, Notice of Violation, by certified mail.

5. There have been no permits requested by the Owner to make repairs at 12600 Shaker Blvd Cleveland Ohio since the Violation notice was issued and no letter form a registered Heating Contractor certifying the safety of the entire heating system has ben received.

6. Further Affiant sayeth naught.
Rebecca Hartman
Rebecca Hartman, Inspector

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 16TH day of FEB, 2023.

Mary F. Dautas
NOTARY PUBLIC



MARY F. DAUTAS
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 4/19/2025

**THE CITY OF CLEVELAND
DEPARTMENT OF BUILDING & HOUSING
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601 LAKESIDE AVE. CLEVELAND, OH 44114**

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ISSUE DATE: 1/20/2023

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OCCUP./USE: R-2 Residential - Non-transient;
Apartments (Shared Egress)

INSPECTION DATE: 01/17/2023

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VIOLATION #: V23001138

ZONING DISTRICT:

NUMBER OF DWELLING UNITS:

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TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: REBECCA HARTMAN PHONE: 216.664.2030 EMAIL: RHARTMAN@CLEVELANDOHIO.GOV

- 2 02/19/2023 13 [3131.04(A)]: HEATING SYSTEMS SHALL BE DESIGNED, INSTALLED AND OPERATED TO MAINTAIN INSIDE AIR TEMPERATURES OF NOT LESS THAN 70 DEGREES F.
- 3 02/19/2023 16 [3131.09(A)]: INSPECTION AND APPROVAL: ALL HEATING, VENTILATING OR AIR CONDITIONING SYSTEMS INSTALLED OR ALTERED SHALL BE INSPECTED AND SUBJECT TO APPROVAL BY THE COMMISSIONER WHILE IN THE PROCESS OF INSTALLATION AND UPON COMPLETION IN THE FOLLOWING STAGES.
- 4 02/19/2023 17 [3131.09(1)]: WHEN SYSTEM HAS BEEN ROUGHED IN AND CONNECTED.
- 5 02/19/2023 19 [3131.09(3)]: ALTERATION WORK, ALL NEW WORK SHALL BE INSPECTED.
- 6 02/19/2023 2 [3101.1]: GENERAL MAINTENANCE REQUIREMENTS: ALL STRUCTURES AND ALL PARTS THEREOF, BOTH EXTERIOR AND INTERIOR SHALL BE CAPABLE OF PERFORMING THE FUNCTIONS FOR WHICH SUCH STRUCTURE OR PART OR ANY FEATURE THEREOF, WAS DESIGNED OR INTENDED TO BE USED. ALL EQUIPMENT AND FACILITIES APPURTENANT TO A STRUCTURE SHALL BE MAINTAINED IN A GOOD AND SAFE WORKING ORDER.
- 7 02/19/2023 20 [3131.09(B)]: NO WORK SHALL BE COVERED UP OR OTHERWISE CONCEALED BEFORE IT HAS BEEN INSPECTED AND APPROVED. THE COMMISSIONER MAY REQUIRE THE REMOVAL OF ANY COVERING WHICH HAS BEEN PLACED OVER THE WORK WHICH HAS NOT BEEN INSPECTED AND APPROVED.
- 8 02/19/2023 23 [3131.1]: NAME AND ADDRESS OF INSTALLER TO BE AFFIXED. WHENEVER A HEATING, VENTILATING AIR CONDITIONING SYSTEM IS INSTALLED OR AN EXISTING SYSTEM IS REPLACED, BY OTHER THAN AN OWNER ACTING UNDER THE PROVISIONS OF SECTION 3107.02 A PLATE OR OTHER PERMANENT DEVICE SHALL BE ATTACHED TO THE CASING OR THE SYSTEM WHICH SHALL STATE THE NAME, ADDRESS AND PHONE NUMBER OF THE INSTALLER.
- 9 02/19/2023 28 [SUPPLEMENT]: IN ORDER TO COMPLY WITH ABOVE VIOLATION YOU MUST SECURE THE SERVICES OF A REGISTERED HEATING CONTRACTOR TO SUBMIT A LETTER CERTIFYING THE SAFETY OF THE ENTIRE HEATING SYSTEM.

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: REBECCA HARTMAN

PHONE:
216.664.2030

EMAIL:
RHARTMAN@CLEVELANDOHIO.GOV

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: REBECCA HARTMAN

PHONE:
216.664.2030

EMAIL:
RHARTMAN@CLEVELANDOHIO.GOV

STATE OF OHIO

)

)ss: AFFIDAVIT

COUNTY OF CUYAHOGA

)

I, RONALD JAMES, the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

1. That I am a resident of the apartment building located at 12701 Shaker Blvd., Cleveland, OH and am at least 18 years old and competent to give testimony on all matters pertaining to the property at 12701 Shaker Blvd., Apt. 406 Cleveland, OH 44120; PPN:129-10-001 with respect to the condition of the property and violations of the Codified Ordinances of The City of Cleveland.

2. As a resident of this apartment building, I have experienced continual disruptions of elevator service, lack of heat during the winter months, hallways which are cracked, peeling and blistering, because the steam pipes in the building have not been properly maintained, and they sweat and or leak, with both steam and water damaging the plaster and drywall.

3. There have been at least three (3) management, entities or persons working for the owner, Shaker Heights Apartments Owner, LLC since it purchased the property on January 11, 2022.

4. I have notified each of the Management Companies and the individual presently handling Building Management, Danielle Holifield aka Danielle Nickerson, of the problems in the building and in my unit in particular and there has been no meaningful improvement of the conditions during the over one (1) year period of time that Shaker Heights Apartments Owner, LLC has owned this property.

5. The problems that I have in my particular unit include NO HEAT OR WATER OR REIMBURSEMENT FOR TIME IN MOTEL FOR BLACK MOLD PROBLEM.

6. The entire building suffers from lack of heat, poor maintenance of the hallways and common areas, elevators that are frequently out of service, insufficient handicapped access and accommodations, fire extinguishers which are either out of date or missing, exit signs which are either broken or not working, smoke detectors which are either not connected properly or aren't working, and an inadequate camera and/or security system.

7. The City of Cleveland has also inspected the building and found numerous violations of the Codified ordinances of the City of Cleveland, and yet the owner, Shaker Heights Apartments Owner, LLC, continues to do nothing.

8. Further Affiant sayeth naught.

Ronald James
Printed Name RONALD JAMES

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 25th day of February, 2023.



Allan B. Dreyer
NOTARY PUBLIC

STATE OF OHIO

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)ss: AFFIDAVIT

COUNTY OF CUYAHOGA

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I, Lucinda Burrell, the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

1. That I am a resident of the apartment building located at 12701 Shaker Blvd., Cleveland, OH and am at least 18 years old and competent to give testimony on all matters pertaining to the property at 12701 Shaker Blvd., Apt. 410 Cleveland, OH 44120; PPN:129-10-001 with respect to the condition of the property and violations of the Codified Ordinances of The City of Cleveland.

2. As a resident of this apartment building, I have experienced continual disruptions of elevator service, lack of heat during the winter months, hallways which are cracked, peeling and blistering, because the steam pipes in the building have not been properly maintained, and they sweat and or leak, with both steam and water damaging the plaster and drywall.

3. There have been at least three (3) management, entities or persons working for the owner, Shaker Heights Apartments Owner, LLC since it purchased the property on January 11, 2022.

4. I have notified each of the Management Companies and the individual presently handling Building Management, Danielle Holifield aka Danielle Nickerson, of the problems in the building and in my unit in particular and there has been no meaningful improvement of the conditions during the over one (1) year period of time that Shaker Heights Apartments Owner, LLC has owned this property.

5. The problems that I have in my particular unit include the matter of the heat and consistent or consistency, door in the kitchen cabinet and small roaches (off the hinges).

6. The entire building suffers from lack of heat, poor maintenance of the hallways and common areas, elevators that are frequently out of service, insufficient handicapped access and accommodations, fire extinguishers which are either out of date or missing, exit signs which are either broken or not working, smoke detectors which are either not connected properly or aren't working, and an inadequate camera and/or security system.

7. The City of Cleveland has also inspected the building and found numerous violations of the Codified ordinances of the City of Cleveland, and yet the owner, Shaker Heights Apartments Owner, LLC, continues to do nothing.

8. Further Affiant sayeth naught.

Lucinda Burrell
Printed Name Lucinda Burrell

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 25th day of February, 2023.

Paul B. Wye
NOTARY PUBLIC



STATE OF OHIO)

)ss: AFFIDAVIT

COUNTY OF CUYAHOGA)

MARY C. DADG CARTER

I, _____, the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

1. That I am a resident of the apartment building located at 12701 Shaker Blvd., Cleveland, OH and am at least 18 years old and competent to give testimony on all matters pertaining to the property at 12701 Shaker Blvd., Apt. 617 Cleveland, OH 44120; PPN:129-10-001 with respect to the condition of the property and violations of the Codified Ordinances of The City of Cleveland.

2. As a resident of this apartment building, I have experienced continual disruptions of elevator service, lack of heat during the winter months, hallways which are cracked, peeling and blistering, because the steam pipes in the building have not been properly maintained, and they sweat and or leak, with both steam and water damaging the plaster and drywall.

3. There have been at least three (3) management, entities or persons working for the owner, Shaker Heights Apartments Owner, LLC since it purchased the property on January 11, 2022.

4. I have notified each of the Management Companies and the individual presently handling Building Management, Danielle Holifield aka Danielle Nickerson, of the problems in the building and in my unit in particular and there has been no meaningful improvement of the conditions during the over one (1) year period of time that Shaker Heights Apartments Owner, LLC has owned this property.

5. The problems that I have in my particular unit include 4) Water damage in master bedroom, collapsing ceiling in master bath, kitchen counter top buckling.

6. The entire building suffers from lack of heat, poor maintenance of the hallways and common areas, elevators that are frequently out of service, insufficient handicapped access and accommodations, fire extinguishers which are either out of date or missing, exit signs which are either broken or not working, smoke detectors which are either not connected properly or aren't working, and an inadequate camera and/or security system.

7. The City of Cleveland has also inspected the building and found numerous violations of the Codified ordinances of the City of Cleveland, and yet the owner, Shaker Heights Apartments Owner, LLC, continues to do nothing.

8. Further Affiant sayeth naught.

Mary C. Dadg Carter
Printed Name MARY C. DADG CARTER

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 25th day of February, 2023

Allan B. Dreyer
NOTARY PUBLIC



STATE OF OHIO)

)ss: AFFIDAVIT

COUNTY OF CUYAHOGA)

I, Anderson Waldon, the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

1. That I am a resident of the apartment building located at Residences Shaker Blvd., Cleveland, OH and am at least 18 years old and competent to give testimony on all matters pertaining to the property at 12901 Shaker Blvd., Apt. 414 Cleveland, OH 44120; PPN:129-10-001 with respect to the condition of the property and violations of the Codified Ordinances of The City of Cleveland.

2. As a resident of this apartment building, I have experienced continual disruptions of elevator service, lack of heat during the winter months, hallways which are cracked, peeling and blistering, because the steam pipes in the building have not been properly maintained, and they sweat and or leak, with both steam and water damaging the plaster and drywall.

3. There have been at least three (3) management, entities or persons working for the owner, Shaker Heights Apartments Owner, LLC since it purchased the property on January 11, 2022.

4. I have noticed notified each of the Management Companies and the individual presently handling Building Management, Danielle Holifield aka Danielle Nickerson, of the problems in the building and in my unit in particular and there has been no meaningful improvement of the conditions during the over one (1) year period of time that Shaker Heights Apartments Owner, LLC has owned this property.

5. The problems that I have in my particular unit include 3x4 ft. Hole in Bathroom, No Kitchen Cabinets, Electrical Short in Kitchen Ceiling Light, Random Heating, Constant interruptions with water, pest infestation, (When water is provided) Random temperatures.

6. The entire building suffers from lack of heat, poor maintenance of the hallways and common areas, elevators that are frequently out of service, insufficient handicapped access and accommodations, fire extinguishers which are either out of date or missing, exit signs which are either broken or not working, smoke detectors which are either not connected properly or aren't working, and an inadequate camera and/or security system.

7. The City of Cleveland has also inspected the building and found numerous violations of the Codified ordinances of the City of Cleveland, and yet the owner, Shaker Heights Apartments Owner, LLC, continues to do nothing.

8. Further Affiant sayeth naught.

Anderson Waldon
Printed Name Anderson Waldon

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 1st day of March, 2023.

Allan B. Dreyer
NOTARY PUBLIC



STATE OF OHIO)

)ss: AFFIDAVIT

COUNTY OF CUYAHOGA)

I, Georgia Turner the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

1. That I am a resident of the apartment building located at 12500 Shaker Blvd., Cleveland, OH and am at least 18 years old and competent to give testimony on all matters pertaining to the property at 12500 Shaker Blvd., Apt. 206B Cleveland, OH 44120; PPN:129-10-001 with respect to the condition of the property and violations of the Codified Ordinances of The City of Cleveland.

2. As a resident of this apartment building, I have experienced continual disruptions of elevator service, lack of heat during the winter months, hallways which are cracked, peeling and blistering, because the steam pipes in the building have not been properly maintained, and they sweat and or leak, with both steam and water damaging the plaster and drywall.

3. There have been at least three (3) management, entities or persons working for the owner, Shaker Heights Apartments Owner, LLC since it purchased the property on January 11, 2022.

4. I have notified each of the Management Companies and the individual presently handling Building Management, Danielle Holifield aka Danielle Nickerson, of the problems in the building and in my unit in particular and there has been no meaningful improvement of the conditions during the over one (1) year period of time that Shaker Heights Apartments Owner, LLC has owned this property.

5. The problems that I have in my particular unit include I offer Mrs. Holly Field my rent and she refuse to take it saying I owe \$950 and then her and Mr. White went down and said it was \$744. But it was a lease, I did not sign and went to put my money in escrow, but they would not take it.

6. The entire building suffers from lack of heat, poor maintenance of the hallways and common areas, elevators that are frequently out of service, insufficient handicapped access and accommodations, fire extinguishers which are either out of date or missing, exit signs which are either broken or not working, smoke detectors which are either not connected properly or aren't working, and an inadequate camera and/or security system. And my apartment wall is leaking inside the wall and the paint is crumbling that might lead to black mold.

7. The City of Cleveland has also inspected the building and found numerous violations of the Codified ordinances of the City of Cleveland, and yet the owner, Shaker Heights Apartments Owner, LLC, continues to do nothing.

8. Further Affiant sayeth naught.

Georgia Turner
Printed Name GEORGIA TURNER

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 27th day of February, 2023.

Allan B. Dreyer
NOTARY PUBLIC



STATE OF OHIO

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)ss: AFFIDAVIT

COUNTY OF CUYAHOGA

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I, Ronald Moss the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

1. That I am a resident of the apartment building located at 12500 Shaker Blvd., Cleveland, OH and am at least 18 years old and competent to give testimony on all matters pertaining to the property at 12500 Shaker Blvd., Apt. 405 Cleveland, OH 44120; PPN:129-10-001 with respect to the condition of the property and violations of the Codified Ordinances of The City of Cleveland.

2. As a resident of this apartment building, I have experienced continual disruptions of elevator service, lack of heat during the winter months, hallways which are cracked, peeling and blistering, because the steam pipes in the building have not been properly maintained, and they sweat and or leak, with both steam and water damaging the plaster and drywall.

3. There have been at least three (3) management, entities or persons working for the owner, Shaker Heights Apartments Owner, LLC since it purchased the property on January 11, 2022.

4. I have noticed notified each of the Management Companies and the individual presently handling Building Management, Danielle Holifield aka Danielle Nickerson, of the problems in the building and in my unit in particular and there has been no meaningful improvement of the conditions during the over one (1) year period of time that Shaker Heights Apartments Owner, LLC has owned this property.

5. The problems that I have in my particular unit include WATER DAMAGE OF CARPET IN BACK ROOM / PLASTER IN BATHROOM / WATER LEAKING IN BATHROOM SINK / WINDOW PASTIE BROKEN AND AIR COME IN / COUNTER TOP PULLING AWAY FROM WALL / AND OTHERS

6. The entire building suffers from lack of heat, poor maintenance of the hallways and common areas, elevators that are frequently out of service, insufficient handicapped access and accommodations, fire extinguishers which are either out of date or missing, exit signs which are either broken or not working, smoke detectors which are either not connected properly or aren't working, and an inadequate camera and/or security system.

7. The City of Cleveland has also inspected the building and found numerous violations of the Codified ordinances of the City of Cleveland, and yet the owner, Shaker Heights Apartments Owner, LLC, continues to do nothing.

8. Further Affiant sayeth naught.

Ronald Moss
Printed Name Ronald Moss

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 25 day of FEB, 2023.

Allison Dyer
NOTARY PUBLIC



STATE OF OHIO

)

)ss: AFFIDAVIT

COUNTY OF CUYAHOGA

)

I, REGINA BURTON the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

1. That I am a resident of the apartment building located at 12500 Shaker Blvd., Cleveland, OH and am at least 18 years old and competent to give testimony on all matters pertaining to the property at 12500 Shaker Blvd., Apt. 505 Cleveland, OH 44120; PPN:129-10-001 with respect to the condition of the property and violations of the Codified Ordinances of The City of Cleveland.

2. As a resident of this apartment building, I have experienced continual disruptions of elevator service, lack of heat during the winter months, hallways which are cracked, peeling and blistering, because the steam pipes in the building have not been properly maintained, and they sweat and or leak, with both steam and water damaging the plaster and drywall.

3. There have been at least three (3) management, entities or persons working for the owner, Shaker Heights Apartments Owner, LLC since it purchased the property on January 11, 2022.

4. I have noticed notified each of the Management Companies and the individual presently handling Building Management, Danielle Holifield aka Danielle Nickerson, of the problems in the building and in my unit in particular and there has been no meaningful improvement of the conditions during the over one (1) year period of time that Shaker Heights Apartments Owner, LLC has owned this property.

5. The problems that I have in my particular unit include My KITCHEN NEED TO BE TOTAL REMODELED. I WAS SERVED A SUMMONS STATING STATING RB My RENT WAS NOT PAID IN FULL BEFORE I PUT MY RENT IN ESCROW

6. The entire building suffers from lack of heat, poor maintenance of the hallways and common areas, elevators that are frequently out of service, insufficient handicapped access and accommodations, fire extinguishers which are either out of date or missing, exit signs which are either broken or not working, smoke detectors which are either not connected properly or aren't working, and an inadequate camera and/or security system.

7. The City of Cleveland has also inspected the building and found numerous violations of the Codified ordinances of the City of Cleveland, and yet the owner, Shaker Heights Apartments Owner, LLC, continues to do nothing.

8. Further Affiant sayeth naught.

Regina Burton
Printed Name REGINA BURTON

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 23rd day of February, 2023

Allan B. Dreyer
NOTARY PUBLIC



STATE OF OHIO)

)ss: AFFIDAVIT

COUNTY OF CUYAHOGA)

I, Grace Fleetwood, the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

1. That I am a resident of the apartment building located at 12500 Shaker Blvd., Cleveland, OH and am at least 18 years old and competent to give testimony on all matters pertaining to the property at 504 B Shaker Blvd., Apt. 504 B Cleveland, OH 44120; PPN:129-10-001 with respect to the condition of the property and violations of the Codified Ordinances of The City of Cleveland.

2. As a resident of this apartment building, I have experienced continual disruptions of elevator service, lack of heat during the winter months, hallways which are cracked, peeling and blistering, because the steam pipes in the building have not been properly maintained, and they sweat and or leak, with both steam and water damaging the plaster and drywall.

3. There have been at least three (3) management, entities or persons working for the owner, Shaker Heights Apartments Owner, LLC since it purchased the property on January 11, 2022.

4. I have noticed notified each of the Management Companies and the individual presently handling Building Management, Danielle Holifield aka Danielle Nickerson, of the problems in the building and in my unit in particular and there has been no meaningful improvement of the conditions during the over one (1) year period of time that Shaker Heights Apartments Owner, LLC has owned this property.

5. The problems that I have in my particular unit include CLOUDY HOT WATER IN KITCHEN
HEAT COMES ON THEN GOES OFF IT ISN'T STEADY HEAT
I HAVE TO USE AN INHALER BECAUSE NOTHING WAS DONE. WHEN I HAD Flood
Flood.

6. The entire building suffers from lack of heat, poor maintenance of the hallways and common areas, elevators that are frequently out of service, insufficient handicapped access and accommodations, fire extinguishers which are either out of date or missing, exit signs which are either broken or not working, smoke detectors which are either not connected properly or aren't working, and an inadequate camera and/or security system.

7. The City of Cleveland has also inspected the building and found numerous violations of the Codified ordinances of the City of Cleveland, and yet the owner, Shaker Heights Apartments Owner, LLC, continues to do nothing.

8. Further Affiant sayeth naught.

Grace Fleetwood
Printed Name GRACE FLEETWOOD

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 27th day of February, 2023.

M. B. Dreyer
NOTARY PUBLIC



DATE/TIME	EVENT	TYPE	LOCATION
10/8/2021 0:08	202100310939	DVX	12701 SHAKER BLVD CLEV,705
10/23/2021 1:22	202100327161	PRWL	12701 SHAKER BLVD CLEV
10/29/2021 12:45	202100333616	CWEL	12701 SHAKER BLVD CLEV,611A
10/30/2021 12:36	202100334633	FRAU	12701 SHAKER BLVD CLEV,708
11/1/2021 10:50	202100336484	DMG	12701 SHAKER BLVD CLEV,702
11/5/2021 22:28	202100341083	MNTL	12701 SHAKER BLVD CLEV,408
11/6/2021 12:35	202100341580	GTV	12701 SHAKER BLVD CLEV
11/17/2021 9:55	202100352461	RC1	12701 SHAKER BLVD CLEV,604
11/21/2021 2:35	202100356274	MNTL	12701 SHAKER BLVD CLEV,408
11/23/2021 12:10	202100358462	RC1	12701 SHAKER BLVD CLEV,604
12/5/2021 0:11	202100369171	DIST	12701 SHAKER BLVD CLEV,504
12/15/2021 10:43	202100378996	RC1	12701 SHAKER BLVD CLEV,403
12/27/2021 17:54	202100389527	AC	12701 SHAKER BLVD CLEV
1/22/2022 9:42	202200019576	DMG	12701 SHAKER BLVD CLEV,604
2/4/2022 11:43	202200032199	DVX	12701 SHAKER BLVD CLEV
2/7/2022 18:46	202200035651	RFS	12701 SHAKER BLVD CLEV
2/18/2022 11:09	202200046076	RFS	12701 SHAKER BLVD CLEV
2/20/2022 17:09	202200048321	SA	12701 SHAKER BLVD CLEV,202
2/20/2022 18:35	202200048379	TRS	12701 SHAKER BLVD CLEV
2/20/2022 20:27	202200048454	TRS	12701 SHAKER BLVD CLEV
2/21/2022 10:42	202200048928	TEST	12701 SHAKER BLVD CLEV
3/4/2022 15:27	202200059933	ALMR	12701 SHAKER BLVD CLEV,604
3/14/2022 18:26	202200070060	GTV	12701 SHAKER BLVD CLEV,211
3/14/2022 21:29	202200070245	TEST	12701 SHAKER BLVD CLEV
3/19/2022 13:50	202200075299	ASX	12701 SHAKER BLVD CLEV,211
3/22/2022 8:23	202200077866	SLMP	12701 SHAKER BLVD CLEV
4/9/2022 14:57	202200096763	CDX	12701 SHAKER BLVD CLEV
4/25/2022 0:08	202200112870	GTV	12701 SHAKER BLVD CLEV,706
4/30/2022 22:57	202200119269	CWEL	12701 SHAKER BLVD CLEV,503
5/1/2022 20:06	202200120111	FASX	12701 SHAKER BLVD CLEV,802
6/4/2022 13:19	202200157087	ASX	12701 SHAKER BLVD CLEV,303
6/4/2022 21:34	202200157543	ASTC	12701 SHAKER BLVD CLEV,303
6/5/2022 11:24	202200158076	FRAU	12701 SHAKER BLVD CLEV,303
6/13/2022 7:54	202200166319	BLOC	12701 SHAKER BLVD CLEV
6/27/2022 19:59	202200182938	WPN1	12701 SHAKER BLVD CLEV
6/27/2022 20:03	202200182943	FIT	12701 SHAKER BLVD CLEV,303
6/27/2022 22:00	202200183047	PC	12701 SHAKER BLVD CLEV
7/15/2022 14:34	202200202747	SUCX	12701 SHAKER BLVD CLEV,604
7/24/2022 21:14	202200213024	SA	12701 SHAKER BLVD CLEV
8/3/2022 14:07	202200223523	CWEL	12701 SHAKER BLVD CLEV,508A
8/11/2022 22:11	202200233015	SUCX	12701 SHAKER BLVD CLEV,508A
9/6/2022 14:06	202200260735	INFC	12701 SHAKER BLVD CLEV
9/8/2022 9:28	202200262787	THTX	12701 SHAKER BLVD CLEV,603

9/17/2022 0:18	202200272584	CDX	12701 SHAKER BLVD CLEV,216
9/21/2022 7:49	202200277208	ARST	12701 SHAKER BLVD CLEV

DATE/TIME	EVENT	TYPE	LOCATION
10/7/2021 8:00	202100310075	GTV	12600 SHAKER BLVD CLEV,601A: @SHAKER PRESIDENTIAL APTS
10/8/2021 10:12	202100311266	INFC	12600 SHAKER BLVD CLEV,601A: @SHAKER PRESIDENTIAL APTS
10/16/2021 12:44	202100320496	PCX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
10/17/2021 12:21	202100321445	RFS	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
10/19/2021 1:45	202100322954	SPOT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
10/26/2021 7:06	202100330155	RC1	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 203
10/28/2021 12:36	202100332528	PE	12600 SHAKER BLVD CLEV,609: @SHAKER PRESIDENTIAL APTS
11/11/2021 22:15	202100347276	TFC	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
12/3/2021 11:56	202100367607	DVX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,706A
1/16/2022 13:36	202200013756	CWEL	12600 SHAKER BLVD CLEV,307: @SHAKER PRESIDENTIAL APTS
1/17/2022 11:56	202200014565	CWEL	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 307
1/18/2022 2:22	202200015190	WPN1	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
1/21/2022 23:40	202200019283	THT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,807
1/22/2022 21:17	202200020102	SLMP	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
1/23/2022 22:11	202200020985	ENA	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 202
2/8/2022 15:27	202200036524	SA	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,705
2/12/2022 2:06	202200040071	PEX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 801
2/12/2022 2:44	202200040091	SA	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 801
2/16/2022 18:39	202200044454	NVFT	12600 SHAKER BLVD CLEV,206: @SHAKER PRESIDENTIAL APTS
3/5/2022 0:57	202200060393	TRUN	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
3/5/2022 4:51	202200060510	CDX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,807
3/5/2022 10:53	202200060696	PC	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,201
3/7/2022 10:56	202200062886	PE	12600 SHAKER BLVD CLEV: 807 @SHAKER PRESIDENTIAL APTS
4/6/2022 16:32	202200093651	THFT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 202
4/22/2022 17:38	202200110246	PV	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
5/21/2022 0:56	202200141086	TRUN	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
5/27/2022 4:38	202200147815	RFS	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS

5/27/2022 4:45	202200147822	BCST	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
6/24/2022 7:22	202200179153	DVX	12600 SHAKER BLVD CLEV,205: @SHAKER PRESIDENTIAL APTS
6/24/2022 8:29	202200179194	REPT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
7/15/2022 10:42	202200202530	NVFT	12600 SHAKER BLVD CLEV,2088: @SHAKER PRESIDENTIAL APTS
7/21/2022 15:51	202200209380	SUCT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
7/24/2022 11:00	202200212553	DVX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,208
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8/18/2022 22:44	202200240461	SUCT	12600 SHAKER BLVD CLEV,706A: @SHAKER PRESIDENTIAL APTS
8/24/2022 22:34	202200246962	DVX	12600 SHAKER BLVD CLEV,208: @SHAKER PRESIDENTIAL APTS
8/25/2022 22:15	202200248091	DPPU	12600 SHAKER BLVD CLEV,208A: @SHAKER PRESIDENTIAL APTS
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9/16/2022 11:38	202200271851	RFS	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
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10/10/2022 12:47	202200296721	RFS	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS

DATE/TIME	EVENT	TYPE	LOCATION
11/2/2021 21:19	202100338177	TRUN	12500 SHAKER BLVD CLEV,605
11/20/2021 19:57	202100355989	DVX	12500 SHAKER BLVD CLEV,101B
11/20/2021 20:42	202100356012	DVX	12500 SHAKER BLVD CLEV,101B
11/23/2021 20:25	202100358915	MNTL	12500 SHAKER BLVD CLEV,605
11/24/2021 23:25	202100360021	CDX	12500 SHAKER BLVD CLEV,209
11/30/2021 18:33	202100364903	CDX	12500 SHAKER BLVD CLEV
12/8/2021 18:54	202100372740	ANIV	12500 SHAKER BLVD CLEV,602
12/16/2021 16:06	202100380290	AS	12500 SHAKER BLVD CLEV,801B
1/19/2022 13:37	202200016754	RFS	12500 SHAKER BLVD CLEV
1/25/2022 3:17	202200022055	PV	12500 SHAKER BLVD CLEV
2/1/2022 12:15	202200029173	MPHC	12500 SHAKER BLVD CLEV,806B
2/7/2022 10:52	202200035173	PV	12500 SHAKER BLVD CLEV
2/8/2022 10:38	202200036217	THFT	12500 SHAKER BLVD CLEV,705
2/9/2022 11:05	202200037307	PROB	12500 SHAKER BLVD CLEV,806
2/10/2022 5:28	202200038140	PCX	12500 SHAKER BLVD CLEV
2/12/2022 19:56	202200040703	THFT	12500 SHAKER BLVD CLEV
2/16/2022 13:12	202200044103	MPHC	12500 SHAKER BLVD CLEV,806B
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3/13/2022 23:29	202200069277	SHOT	12500 SHAKER BLVD CLEV,603
3/13/2022 23:36	202200069284	SHOT	12500 SHAKER BLVD CLEV
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4/27/2022 13:46	202200115539	RC1	12500 SHAKER BLVD CLEV
4/28/2022 14:22	202200116679	THFT	12500 SHAKER BLVD CLEV,401
5/1/2022 21:07	202200120160	PV	12500 SHAKER BLVD CLEV
5/17/2022 17:59	202200137398	RFS	12500 SHAKER BLVD CLEV
5/18/2022 20:40	202200138671	MPHC	12500 SHAKER BLVD CLEV,806
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5/21/2022 11:22	202200141481	RC1	12500 SHAKER BLVD CLEV,504
5/21/2022 17:38	202200141818	THT	12500 SHAKER BLVD CLEV,407
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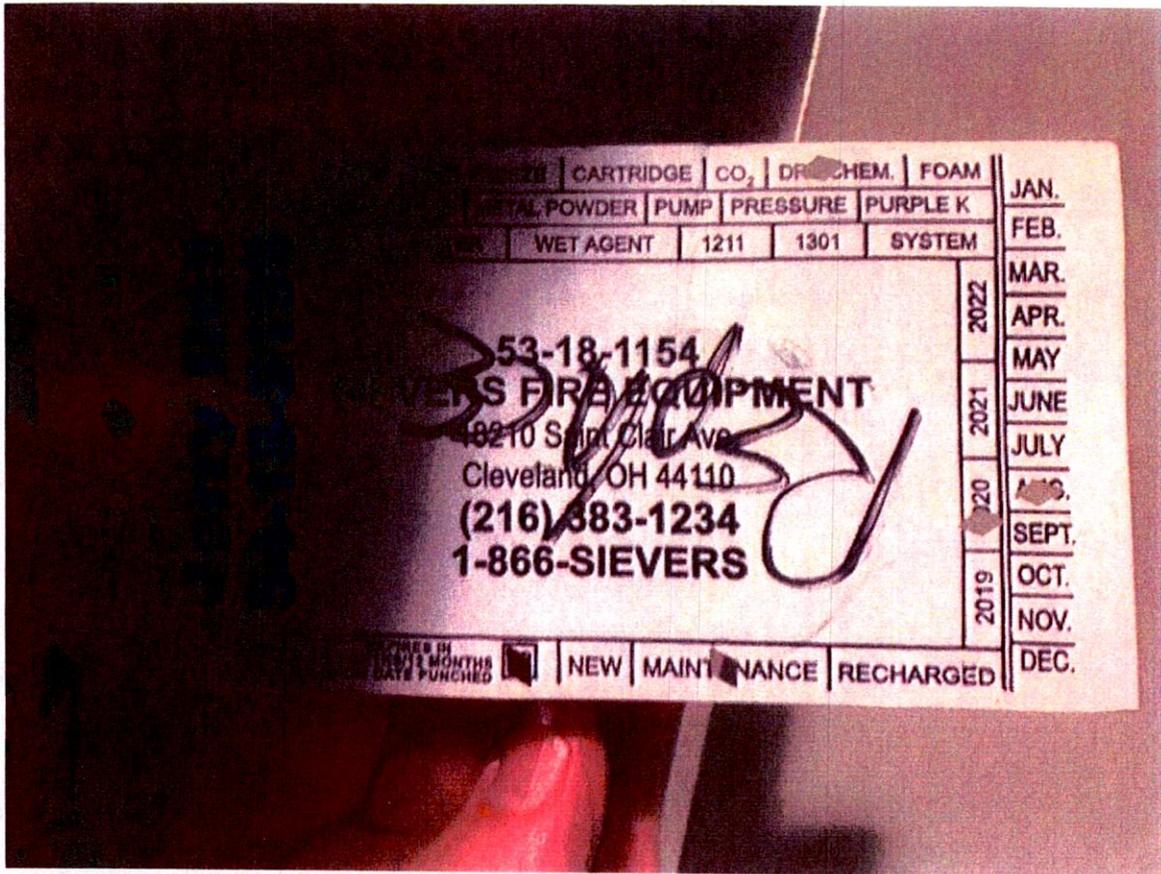
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6/24/2022 20:11	202200179817	CDX	12500 SHAKER BLVD CLEV,705
6/25/2022 9:25	202200180380	ASTC	12500 SHAKER BLVD CLEV,705
6/25/2022 14:29	202200180626	ASTC	12500 SHAKER BLVD CLEV,705
6/27/2022 10:14	202200182430	CDX	12500 SHAKER BLVD CLEV,705
7/2/2022 8:28	202200187798	PC	12500 SHAKER BLVD CLEV,603
8/6/2022 18:07	202200227242	PV	12500 SHAKER BLVD CLEV
8/30/2022 12:07	202200252970	PV	12500 SHAKER BLVD CLEV
8/31/2022 17:37	202200254459	PC	12500 SHAKER BLVD CLEV,705B
8/31/2022 21:47	202200254741	SPOT	12500 SHAKER BLVD CLEV
9/1/2022 15:49	202200255546	PC	12500 SHAKER BLVD CLEV,705
9/2/2022 7:05	202200256227	PC	12500 SHAKER BLVD CLEV,705
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9/2/2022 9:56	202200256356	HS	12500 SHAKER BLVD CLEV
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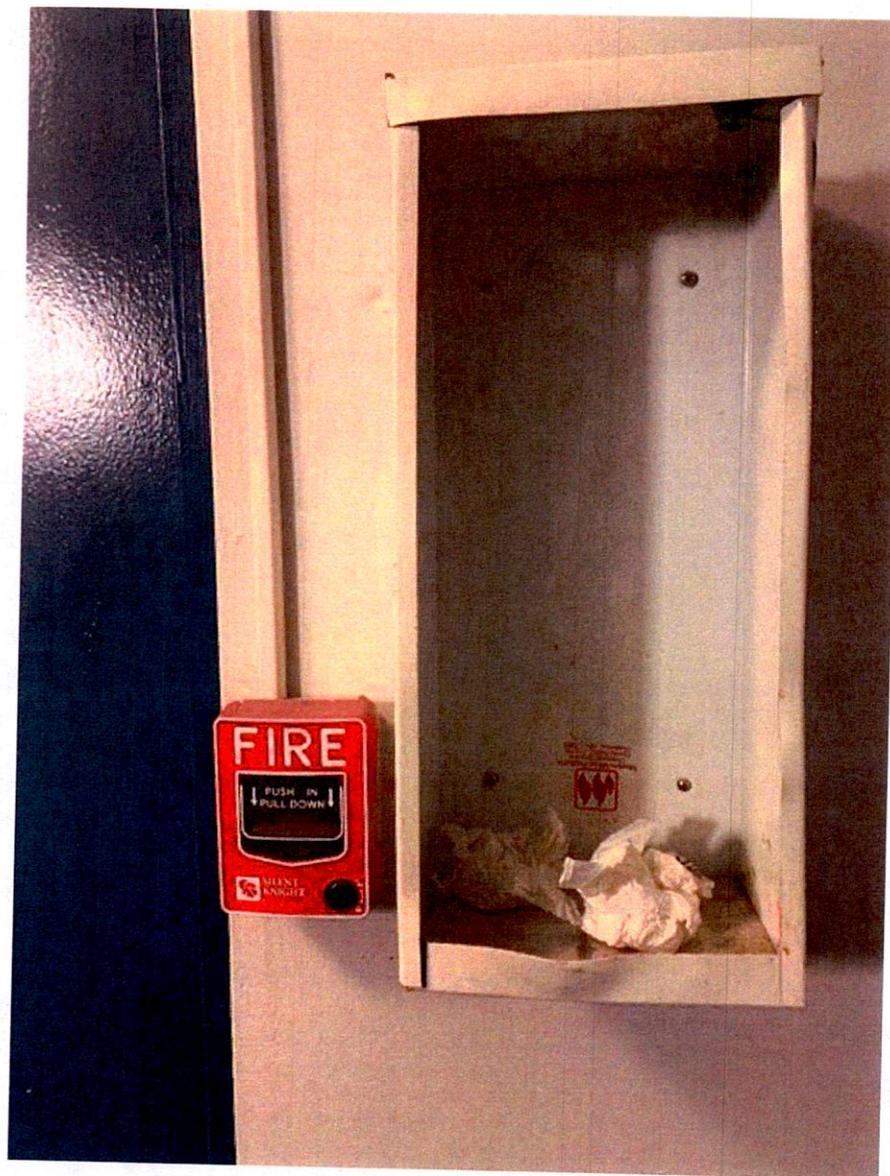
CRIMES AGAINST PERSONS	PRIORITY 1	PRIORITY 2	PRIORITY 3	PRIORITY 4 & 5
<p>DOAX - Dead body/susp on scene in area DOAV - Dead body/suspected violence DVX - DV Asslt/Threats, susp on scene/in area FASX - Fel Asslt/susp on scene/in area HATE - Hate crime/ethnic intimidation HLP1 - Asst Police/EMS/Fire/Aux in trouble HSTX - Hostage situation KNP - Kidnapping/abduction LURE - Attempt to lure child MPHC - Missing person - handicapped MPI - Missing person - juvenile ROBK - Robbery in prog/just occurred SO1 - Sex offense in prog/just occ/child victim SUCC - Suicide in progress/just occ/jumpers WPNI - Person threatening w/weapon ATWA - Accident: Train/Water/Air</p>	<p>ASX - Asslt/suspect on scene/in area DPPU - Asst to get prop/DV potential exists DV - DV/susp not on scene/in area ENA - Endangering (child, elderly etc.) FAS - Felony crime/susp not on scene/area FHSP - Felony crime/vict at hospital FIT - Fight in progress ROB - Robbery - cold crime, report only SO2 - Sex offense/cold crime, report only SCRM - Person screaming STKX - Stalking/susp on scene/in area SUCT - Suicide threats THTX - Threats, susp on scene/in area WPNZ - Person carrying weapon</p>	<p>DMGH* - Dmg accident/hazardous DWI - Intox/impaired driver NFH* - Non-fatal/hazardous NFP - Non-fatal/pedestrian struck SLMP* - Person slumped in vehicle TFCH* - Tfc hazard, freeway or other haz location *upgrade to priority 1 if incident poses imminent threat to life.</p>	<p>AS - Asslt/susp not on scene/in area CDX - Civil dispute, non-domestic INVFT - Non-violent family trouble. No violence or threat of violence SOIE - Sex offense/indecent exposure - adult victim</p>	<p>CDIN - Civil dispute/info or rept only HOSP - Non-felony rept at hospital MPA - Missing person adult MPR - Missing person returned THT - Threats/info or rept only STK - Stalking/info or rept only</p>
<p>TFC/ACCIDENTS</p>	<p>DMGH* - Dmg accident/hazardous DWI - Intox/impaired driver NFH* - Non-fatal/hazardous NFP - Non-fatal/pedestrian struck SLMP* - Person slumped in vehicle TFCH* - Tfc hazard, freeway or other haz location *upgrade to priority 1 if incident poses imminent threat to life.</p>	<p>ANIV - Vicious animal BOMB - Bomb threat CRWD - Large, rowdy crowd CU2 - Civil unrest/non-violent FRDG - Abandoned refrigerator GUNF - Gun found HAZ - Wires down/other natural hazard HAZE - Hazard/explosive HAZM - Hazardous material MTLV - Mental/violent S911 - Silent 9-1-1 call</p>	<p>DIRT - Dirt Bikes, ATVs, MC violating or involved in 'street take-over' activity DMG - Damage accident DRAG - Drag racing - race between vehicles HS - Hit skip NF - Non-fatal accident NFHS - Non-fatal hit skip TFC - Traffic tie up or other problem</p>	<p>ABDV - Abandoned vehicle BLOC - Blocked drive NFHO - Non-fatal accident rept at hospital PV - Parking violator</p>
<p>PUBLIC SAFETY</p>	<p>CU1 - Civil unrest/violence or potential violence SERA - School Emergency Radio Alarm SHOT - Shots fired SPOT - ShotSpotter alert</p>	<p>ALMH - Hold up/panic/duress alarm BNK - Bank alarm GTVX - GTMV in progress HOLD - Security/citizen holding suspect PCX - Prop crime, susp on scene/in area PRWL - Prowler</p>	<p>AC - Abandoned call BURN - Illegal burning CURF - Curfew violation CU3 - Civil unrest - info only, no dispatch DIST - Disturbance DMPX - Person dumping rubbish/in progress DRUG - Drug activity FRAU - Fraud, bad checks, ID theft etc. FRWK - Fireworks complaint INTX - Intox/high disturbing MINTL - Mental disturbing/non-violent SA - Suspicious activity TRS - Trespasser TRUA - Truancy complaint VAG - Vagrant/panhandler disturbing VICE - Vice activity, gambling, prostitution etc</p>	<p>ANI - Animal complaint BCST - Info for general broadcast (5) SPTF - ShotSpotter follow-up</p>
<p>THEFT / PC</p>	<p>ARSX - Arson, susp on scene/in area PEX - Place entered/susp on scene/in area BNKX - Bank robbery</p>	<p>ALMH - Hold up/panic/duress alarm BNK - Bank alarm GTVX - GTMV in progress HOLD - Security/citizen holding suspect PCX - Prop crime, susp on scene/in area PRWL - Prowler</p>	<p>ALMA - Audible alarm ALMB - Burglar alarm ALMR - Residential alarm GTRO - GTMV Recy/Asst owner on scene PE - Place entered report</p>	<p>GTV - Grand theft MV report GTVR - Grand theft MV recovery PC - Property crime report SSTN - Suspected stolen vehicle recovery THFT - Theft report</p>
<p>GENERAL / ASSIST</p>	<p>ACFS - Asst Children & Family Services BLOO - Blood run DOAN - Dead body/apparent natural causes INJE - Injury to person/emergency HLP2 - Asst Police/Fire/EMS/Aux- non-emerg. LOST - Holding lost person NOTE - Notification/emergency PUMP - Pick up missing person SDO - Suspected drug overdose TRHO - Transfer prisoner to hosp/refused @ jail (upgrade to Priority 1 if serious) TRUN - Trouble unknown</p>	<p>ALMH - Hold up/panic/duress alarm BNK - Bank alarm GTVX - GTMV in progress HOLD - Security/citizen holding suspect PCX - Prop crime, susp on scene/in area PRWL - Prowler</p>	<p>CWEL - Welfare check FIRE - Asst. CFD with working fire MASS - Mass gatherings/Covid 19 related MASK - not wearing mask/Covid 19 related PROB - Serve probate warrant</p>	<p>ASTC - Asst citizen/non-emer INFC - Addtl. Info for a crime report INFG - Info/general INFN - Info only/no dispatch INFW - Info for warrant pick up INJ - Injury to person/non-emer NOT - Notification/non-emer PFD - Property found PLST - Property lost RCL - Expediter report SBPU - Suburban PD prisoner pick up SIG - Traffic signal problem (5) SSWT - Serving search warrant</p>

EALD7001525 EA07003128	CITY OF CLEVELAND Department of Building and Housing Division of Code Enforcement	File Number 2537
CERTIFICATE OF ELEVATOR OPERATION <i>This will certify that the Elevator has been duly inspected and the requirements of the City of Cleveland governing Elevators have been met.</i>		
Location 12500 SHAKER BLVD		Serial No. 2855
Owner SHAKER WEST, LTD		Speed 200
Type of Elevator Traction		Capacity 2000
Certification Year 2019		<i>A. Oliver Donald</i> Director of Building and Housing

EXHIBIT T

12500 Shaker Blvd.







Shaker Heights Apartments Owner LLC

EMERGENCY WATER
SHUT OFF

02/05/2023

PARDON THE
INCONVENIENCE
WATER WILL BE
RESTORED AS SOON AS
POSSIBLE



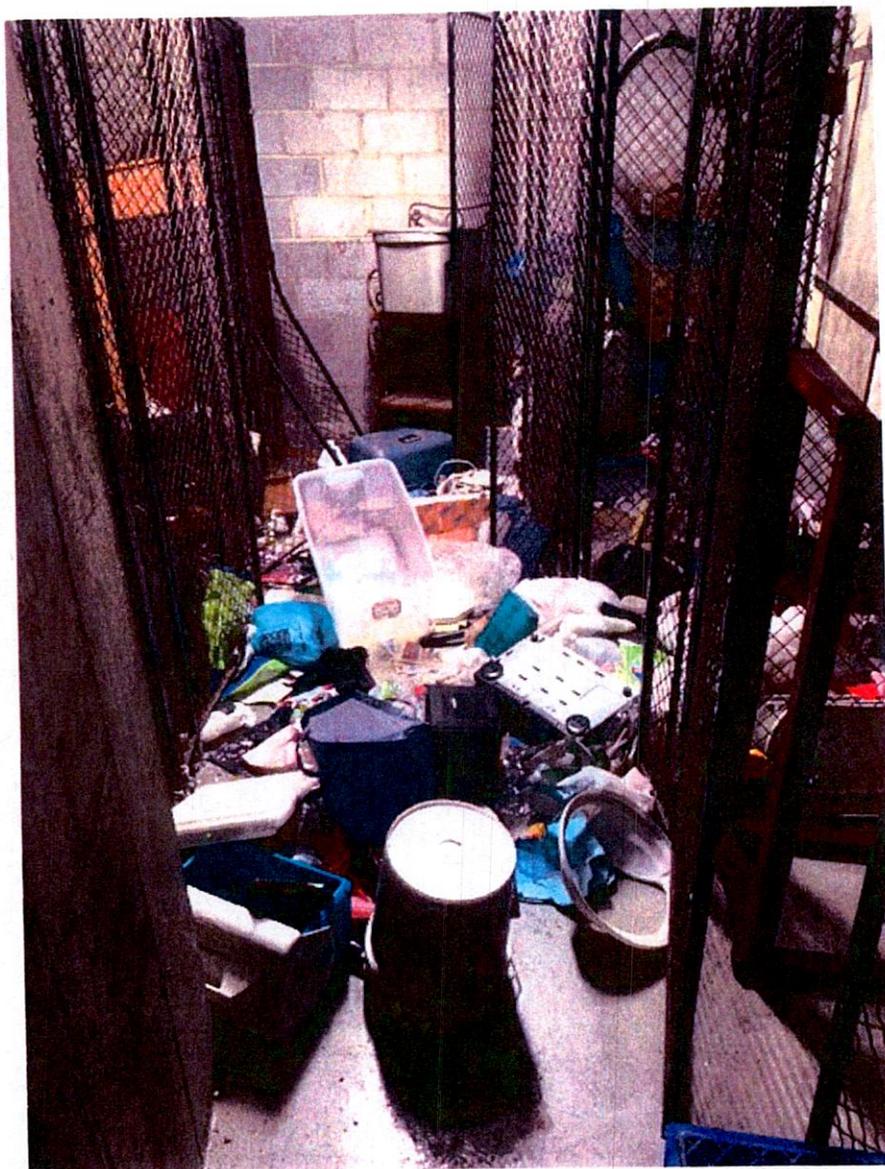










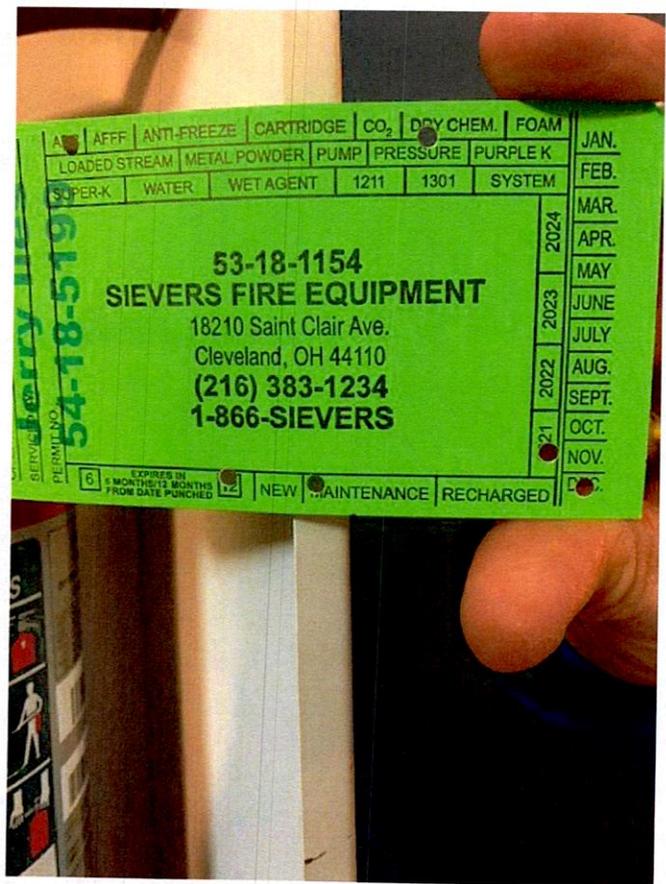












Cleveland Municipal Court
Earle B. Turner, Clerk of Court

Designation Form to be used to indicate the Category of the Case
 (Your failure to complete this form may delay the processing of your claim.)

Case No. **2007-002772**

1. Has this case been previously filed and dismissed? Yes () No (X)
 If yes, please indicate court, case number and judge. Court _____ Case No. _____ Judge _____
2. Are there any related cases, pending or closed? Yes () No (X)
 If yes, please indicate court, case number and judge. Court _____ Case No. _____ Judge _____
 (If more space is necessary, please use the reverse side of this form.)
3. Is this a case under the Consumer Sales Practices Act (O.R.C. 1345.09(E))? Yes () No (X)
 If yes, ___ Declaratory Judgment; ___ Injunction; ___ Class Action
4. Are ADA accommodations needed? Yes () No (X) Please describe _____
5. Is Interpreter requested Yes () No (X) Language / Dialect requested _____

Plaintiff #1 (include complete name, address and phone #)

City of Cleveland
601 Lakeside Avenue
Cleveland, OH 44113

Defendant #1 (include complete name, address and phone #)

Shaker Heights Apartments Owner LLC, et al.
clerk's Statutory Agent
National Registered Agents, Inc.
4400 Easton Commons Way, Ste. 125
Columbus, OH 43219

Phone No. _____

E-mail address _____

Phone No. _____

E-mail address _____

(For additional parties, please use the reverse side of this form.)

Civil Categories **Place (X) in one category only**

Tort-Motor Vehicle Accident-Property Damage	Forcible Entry and Detainer (Eviction)
Tort-Motor Vehicle Accident-Personal Injury	a. Subject Property Address
Tort-Motor Vehicle Accident-Prop. Damage & Personal Injury	Ejectment, Recovery of Real Property
Tort- vs. Property Owner	a. Subject Property Address
Tort- Product Liability	Marshalling of Lien (foreclosure)
Tort Miscellaneous	a. Subject Property Address
Libel and Slander	Replevin
Contract	Account
Promissory Note	Small Claims
Cognovit	Housing Small Claim
Equity	<input checked="" type="checkbox"/> Other: <u>Public Nuisance Abatement</u> <u>Injunctive Relief & Receivership</u>

Request for Regular Mail Service

If service of process by Certified Mail is returned by the Postal Authorities with an endorsement of "refused" or "unclaimed" the undersigned waives notice of this by the Clerk and requests ordinary mail service in accordance with Civil Rule 4.6(C) or 4.6(D).

David M. Douglass (0015312)
 Signature of Plaintiff or Attorney for Plaintiff

Attorney Information

David M. Douglass
 Atty. of Record (Please Print or Type)
4725 Grayton Road
 Address
Cleveland OH 44135-2307
 City State Zip Code
(216) 362-4140
 Area Code and Telephone Number

0015312
 Ohio Supreme Court No.
Douglass & Associates Co., LPA
 Firm Name
216-362-4160
 Fax Number
d.douglass@douglasslaw.com
 E-Mail Address

23CV 002772

IN CLEVELAND MUNICIPAL COURT - HOUSING DIVISION
CUYAHOGA COUNTY, OHIO

CITY OF CLEVELAND

Plaintiff,

v.

SHAKER HEIGHTS APARTMENTS
OWNER, LLC, *et. al.*

Defendants.

CASE NO. _____

2023 MAR 21

JUDGE: W. MONA SCOTT

**APPLICATION FOR
PRELIMINARY INJUNCTION
WITH BRIEF IN SUPPORT
AND PROPOSED ORDER
ATTACHED**

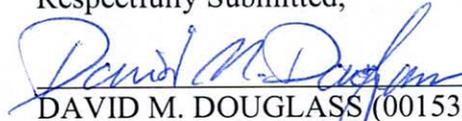
NOW comes Plaintiff, City of Cleveland, Ohio, by and through counsel undersigned, pursuant to Rule 65(B) of the Ohio Rules of Civil Procedure; Ohio Constitution, Section 3 Article XVIII; Ohio Revised Code sections 715.30 and 3767.41(C)(1); and Cleveland Codified Ordinances (hereafter "C.C.O.") sections 3103.09(h)(2) and 367.14; and moves this Honorable Court for a preliminary injunction ordering the Defendants named in Plaintiff's Complaint as Defendants in Control (for purposes of this Application "Defendants"), their successors in office, officers, agents, servants, employees, attorneys, and all other persons in active concert or participation with them as owners and/or operators of certain real properties within the jurisdiction of this Honorable Court known as, 12500-12600 Shaker Blvd. & 12701 Shaker Blvd, Cleveland, Ohio 44120 (hereafter "the Premises"), to:

- i) Abate all violations of C.C.O. Titles IX ("Housing Codes") and XIII ("Building Codes") (Taken together "City Codes") at the Premises as confirmed by the City of Cleveland's Department of Building and Housing and approved by this Court.
- ii) Suspend all eviction actions involving tenants at the Premises until compliance with applicable City Codes is confirmed by the City of Cleveland's Department of Building and Housing and approved by this Court, and further suspend such actions until any and all of Defendants' past-due utility accounts are current;

- iii) Require any and all entities and individuals meeting the definition of owner, operator, or otherwise a party in control of the Premises to be registered with the Ohio Secretary of State and obtain all proper licensures or certifications required by State Law and local ordinance to legally own and/or operate residential rental real estate.
- iv) Refrain from transferring any Properties subject to this action unless such transfer is first accompanied by a nuisance abatement plan approved by this Court, or in the alternative, until such compliance with City Codes is confirmed by the City of Cleveland's Department of Building and Housing and approved by this Court.

The supporting factual record for this Application includes all exhibits filed concurrently with Plaintiff's Complaint as if fully incorporated herein and attached hereto. Notice of Plaintiff's Application was made pursuant to service of its Complaint in conformity with Civ. R. 65(B)(1) and Civ. R. 4. Plaintiff makes this Application as a subdivision of the State of Ohio pursuant to a grant of statutory authority therefrom and in furtherance of enforcing public policy and applicable law. As such and pursuant to Civ. R. 65(C), Plaintiff is exempt from bond requirements. The reasons for granting this Motion are further supported and set forth below in Plaintiff's Brief in Support.

Respectfully Submitted,



DAVID M. DOUGLASS (0015312)
SEAN F. BERNEY (0058608)
MICHAEL E. REARDON (0062389)
ZACHARIAH S. GERMANIUK (0090109)
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BRIEF IN SUPPORT

I. INTRODUCTION

This action concerns the enforcement of Cleveland Codified Ordinances Titles IX and XIII *et. sq.* (hereafter “City Codes”) pursuant to authority given to Plaintiff as a subdivision of the State by Ohio Revised Code chapter 715.26 (hereafter “applicable law”). Defendants were issued notice on March 28th, 2022 via violation V22007854, and later on December 8th 2022 via violation V22026164, that the Premises owned and operated by the Defendants, were and continue to be maintained in violation of City Codes, as included in Plaintiff’s Complaint, although such violations are not all-inclusive and further detailed inspection may reveal additional violations. Additionally, numerous police reports have revealed a lack of safety at the Premises which threatens both residents as well as the general public; remedial repair work that has been attempted is below the minimum standard set by applicable law as reflected in City Codes. Furthermore, and most alarming water and sewer utilities remain in arrearage, which if left unpaid threaten all tenant dwelling units with shutoff, rendering the premises uninhabitable and therefore constituting constructive eviction. Defendants’ performance since taking ownership and mismanagement of the Premises has led to intolerable living conditions; hampered Plaintiff’s efforts at community development and neighborhood stabilization in the area surrounding the Premises; harmed public safety; and caused a public nuisance subject to abatement which Plaintiff now seeks to abate through injunctive relief pursuant to applicable law and in addition to other available legal and equitable remedies.

II. STATEMENT OF FACTS

Defendants began their ownership and operation of the Premises on January 11th, 2022 pursuant to a Limited Warranty Deed. Defendants defined as operators initially included property manager Danielle Nickerson a/k/a Danielle Hollifield and later expanded to include E & M Management, LLC. Since such time as Defendants have taken ownership and operation of the Premises, tenants therein have made repeated complaints of substandard and intolerable conditions to both the Defendants and, when subsequently unaddressed, to the City of Cleveland

Department of Building and Housing, who performed no less than four (4) separate inspections of the Premises. Those complaints and inspections in turn yielded no less than One Hundred Seven (107) violations of City Codes and such violation notices set a reasonable deadline for voluntary compliance to be achieved. *See* Plaintiff's Complaint, Exhibits "C" through "O".

After receiving notice of the above-described violations of City Codes, Defendants Parties in Control filed an appeal with the City of Cleveland's Board of Building Standards in Docket A-4-23 relative to V22031987, while V220007854 was transferred to the City of Cleveland's Law Department for criminal prosecution in Case No. 2023-CRB-005101. Despite Plaintiff's attempts to achieve compliance through both administrative process and criminal prosecution, the Premises continue to be owned and operated in violation of City Codes. At the present time at least four (4) dwelling units within the Premises remain without heat, numerous dwelling units within the Premises continue to be maintained by the Defendants below the standards set by City Codes and applicable law, and there is no guarantee under existing law that criminal prosecution, even if successful, will by itself compel Defendants' compliance in a reasonable time. The Defendants' continuing poor performance and overall mismanagement of the Premises therefore merit the issuance of a preliminary injunction ordering compliance with City Codes in addition to Plaintiff's other available legal and/or equitable remedies.

III. LAW AND ARGUMENT

A. Plaintiff's Authority under Ohio Constitution, State Law, and Local Ordinance

Plaintiff meets the standard set by the Ohio Constitution, Ohio Revised Code, and Ohio Rules of Civil Procedure governing issuing preliminary injunctions in circumstances where a political subdivision of the State of Ohio exercises its statutory authority. Under the Ohio Constitution, "Municipalities shall have authority to exercise all powers of local self-government and to adopt and enforce within their limits such police, sanitary, and other similar regulations as are not in conflict with general laws." Section 3, Article XVIII, Ohio Constitution. Consistent with that Constitutional mandate, the State of Ohio has empowered municipal corporations to "[r]egulate the erection of buildings or other structures and the sanitary condition thereof, the repair of, alteration in, and addition to buildings or other structures" R.C. 715.26(A).

Pursuant to that grant of authority, Plaintiff, a municipal corporation, has enacted such City Codes affecting the ownership, maintenance, and operation of buildings, which it is empowered to enforce compliance by any and all legal and equitable means available when buildings and structures exist and continue to be maintained, owned, and/or operated in violation of those Codes, thus constituting both an unsafe structure as well as a public nuisance. As Plaintiff's Building Code clearly declares:

All buildings or structures that are injurious to or a menace to the public health, safety or welfare, or are structurally unsafe, unsanitary or not provided with adequate safe egress, or constitute a fire hazard, or are vacant and open to public entry, or are otherwise dangerous to human life or injurious to the public, *or in relation to existing use constitute a hazard to the public health, safety or welfare by reason of inadequate maintenance*, dilapidation, obsolescence or abandonment, *are, severally, for the purposes of this Building Code, declared to be "unsafe structures". All unsafe structures or conditions are declared to be public nuisances.* The public nuisance shall be abated by correction of the violations to the minimum standards of the Codified Ordinances of Cleveland, Ohio, 1976, applicable City rules and regulations, the Revised Code, and Ohio Administrative Code, including the Ohio Building Code. C.C.O. 3103.09(b)(1) [*emph. added*].

Pursuant to Plaintiff's Housing Code, when such unsafe structures constituting public nuisances by virtue of their continuous operation in violation of City Codes are identified within the City's jurisdiction by inspectors of the City Department of Building and Housing, notice of such violation is given to the owner, agent, or person in charge of the structure along with a reasonable time to voluntarily abate those conditions. C.C.O 367.04(a). In situations where "the owner, agent, or person in charge of such structure fails, neglects, or refuses to comply with a notice of violation ordering...the violations corrected, the Director may take...such other action as may be necessary to abate the nuisance." C.C.O. 367.05(c). This abatement authority granted to Plaintiff by local ordinance runs concurrent with and in addition to other penalties imposed by law, such that "[t]he imposition of any penalty shall not preclude the Director of Law from instituting an appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful repair or maintenance, or to restrain, correct or abate a violation...or to require compliance with the provisions of this Housing Code or other applicable laws, ordinances, rules or regulations, or the orders or determinations of the Commissioner of Housing or the Board of Building Standards and Building Appeals." C.C.O. 367.14.

In the present case, Defendants were given proper notice that violations of City Codes existed, and that they had a reasonable time to correct such violations. *See* Plaintiff's Complaint, Exhibits "C" through "O". Furthermore, the referenced exhibits indicates that, despite Defendants' claims to the contrary, they have failed or otherwise neglected at the time of this action's filing to reasonably and properly abate the conditions constituting a public nuisance. Given these facts, applicable law grants Plaintiff broad authority to take whatever action is necessary to achieve compliance with City Codes, including filing the present action and seeking injunctive relief, and that such actions to achieve compliance can be taken in addition to Plaintiff's other available legal and/or equitable remedies.

B. Nuisance Abatement Pursuant to R.C. 3767.41 is Appropriate

Among the available actions under applicable law to Plaintiff when buildings and structures within its jurisdiction are owned, operated, or otherwise maintained in violation of City Codes is the pursuit of civil nuisance abatement within the statutory framework of R.C. 3767.41. The buildings subject to a civil action brought under R.C. 3767.41 are defined in relevant part as any "building or structure that is used or intended to be used for residential purposes", including such buildings that can have other commercial, professional, business, or civic uses, so long as "other floors [of the building] are used, or designed and intended to be used, for residential purposes". R.C. 3767.41(A)(1). In language which mirrors nearly exactly the City's own ordinances in C.C.O. 3103.09(b)(1), under this State law a public nuisance is defined as "a building that is a menace to the public health, welfare, or safety; that is structurally unsafe, unsanitary, or not provided with adequate safe egress; that constitutes a fire hazard, is otherwise dangerous to human life, or is otherwise no longer fit and habitable; or that, in relation to its existing use, constitutes a hazard to the public health, welfare, or safety by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment." R.C. 3767.41(A)(2). Where such public nuisance conditions exist, this statutory framework grants municipalities, including Plaintiff, standing to seek injunctive relief as well as the appointment of a receiver in circumstances where a building is alleged to be a public nuisance. R.C. 3767.41(B)(1)(a).

In the case before the Court, the Premises subject to this action are zoned as multi-family residential apartment complexes, marketed to the general public for rent and currently occupied by numerous tenants as their primary residences. The Premises continue to be owned,

operated, or otherwise maintained in violation of numerous City Codes; the Premises have been documented as having inadequate safe egress and inoperable fire extinguishers; several dwelling units have lacked proper heat for an extended period; and numerous dwelling units have suffered significant water damage from numerous leaks due to inadequate plumbing and improper repairs. *See* Plaintiff's Complaint, Exhibits "C" through "O". Plaintiff, a municipal corporation, is faced with a large, multi-unit residential property existing in its jurisdiction without safe egress and lack of adequate fire suppression, with units of such substandard condition as constituting a danger to human life and hazard to public safety by reason of inadequate maintenance. The existence of all the above point directly to the definition of a public nuisance as defined by applicable law. Furthermore, that these conditions persist raises an inference that current methods of achieving compliance are insufficient to obtain compliance and abate the nuisance. Therefore, seeking relief by injunction as well as the appointment of a qualified receiver over the Premises is justified where Plaintiff seeks to ensure that the Premises are brought into compliance with City Codes and applicable law.

C. Civil Rule 65(B) where Injunction is Statutory Remedy

For purposes of this action, Plaintiff is not subject to the balancing test between the parties as required by Civil Rule 65, although it is plain by the factual record supplied by Plaintiff that irreparable harm will be done should an injunction not be issued. In general, under the Ohio Rules of Civil Procedure, parties seeking injunctive relief must meet a four-part test:

- i) Whether the moving party has shown a probability of success on the merits
- ii) Whether the moving party has shown that the issuance of the injunction will prevent irreparable harm to the moving party;
- iii) The balance between the potential harm that the moving party will suffer, if the injunction is not issued; weighed against the potential harm that the non-moving party will suffer, if the injunction is issued; and
- iv) The public interest that will be served by the issuance of the injunction.

See City of Cleveland v. Cleveland Elec. Illuminating Co., 115 Ohio App. 3d 1, 12-14, 684 N.E.2d 343, 350-51 (Cuyahoga Co. 1996); *Adams v. Ohio Dept. of Health*, 356 N.E.2d 324, 328-29 (Ohio C.P., Montgomery Cty., 1976). The court is required to balance these four factors.

City of Cleveland v. Cleveland Elec. Illuminating Co., 115 Ohio App. 3d 1, 14, 684 N.E.2d 343, 351 (Cuyahoga Co. 1996). “[N]o one factor is dispositive”. *Id.*

However, when a statute grants a specific right to seek an injunction to an individual or the state, the movant “need not aver and show, as under the ordinary rules of equity, that great or irreparable injury is about to be done for which he has no adequate remedy at law.” Ackerman v. Tri-City Geriatric Health Care, Inc. 55 Ohio St.2d 51 (1978). The Ohio Supreme Court has long held that such balancing is unnecessary where an injunction is permitted by a statute designed to grant the government a remedy to enforce public policy. *Id.* at 56-57. *See also Johnson v. United Ent., Inc.* 166 Ohio St 149, 153-154 (1957). Consistent with that exception for governmental action, the Ohio Rules of Civil Procedure indicate that when application for preliminary injunction is included in a complaint brought by the State or any political subdivision thereof, such application is exempted from the requirement to give bond or other security. R. Civ. Pro. 65(C).

In the present action, Plaintiff is a municipal corporation with a Charter established pursuant to the Ohio Constitution and Ohio Revised Code, and seeks to enforce its City Codes pursuant to a authority given to it by the State under applicable law. Moreover, the seeking of an injunction in the present action is itself within the scope of remedies available to Plaintiff as previously discussed. Likewise, it is beyond dispute that enforcing a statutory framework which seeks to ensure residential Premises are built and maintained in such manner as not to threaten the health, safety, or welfare of inhabitants or the public at large is sound public policy. As the City Codes seeking to be enforced by this action directly affect the erection, maintenance, and repair of residential buildings and structures, Plaintiff has met their requisite procedural burden under Civil Rule 65.

IV. CONCLUSION

Plaintiff is entitled to such injunctive relief as this Court deems appropriate to compel Defendants to fully abate all conditions constituting a public nuisance at the Premises. For Plaintiff, the scope of full nuisance abatement is clear: the ownership and operation of residential real property within its jurisdiction in full compliance with all applicable laws. As such, the scope of nuisance abatement extends beyond merely correcting the Premises’ material

conditions. It includes Plaintiff's full range of relief sought and necessarily includes: maintaining utility service by bringing past due utility accounts current; obtaining all applicable licenses and registrations required by applicable law to own, operate, and otherwise maintain residential rental property; suspending current eviction actions while the above items remain unsatisfied; and ensuring that any contemplated transfer of the Premises' be done in such manner and under such conditions as to ensure that mismanagement and noncompliance at the Premises will cease.

Plaintiff seeks this application and by this action more broadly to ensure that the Premises subject to this action are brought into compliance, using any and all available remedies.

Although administrative processes and criminal prosecutions are underway, those remedies are neither exhaustive nor limit other actions where conditions constituting a public nuisance exist within Plaintiff's jurisdiction. By seeking civil injunctive relief and the appointment of a receiver to perform such repairs where the owner has demonstrated a lack of ability, capacity, or willingness to so perform, Plaintiff seeks to comprehensively fulfill the mandates imposed by the Ohio Constitution and Ohio Revised Code. By granting such injunctive relief as Plaintiff requests, this Court will further hasten Defendants' compliance with applicable law which Plaintiff has sought since first becoming aware of the conditions at the Premises nearly a year ago. Given the totality of the facts and circumstances before the Court, issuing a preliminary injunction over the Premises is necessary to compel Defendants' compliance with City Codes and applicable law.

Respectfully Submitted,

RECEIVED PAYMENT

MAR 06 2023

EARLE B. TURNER, Clerk
By _____ Deputy



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SEAN F. BERNEY (0058608)
MICHAEL E. REARDON (0062389)
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CERTIFICATE OF SERVICE

I, undersigned counsel for Plaintiff, certify that a copy of the above Application for Preliminary Injunction with Brief in Support and Proposed Order was served by Commercial Carrier Federal Express on March 6, 2023 upon the following parties and by e-mail to parties whose e-mail address is known and to known counsel of record:

SHAKER HEIGHTS APARTMENTS
OWNER, LLC
c/o its Statutory Agent
National Registered Agents, Inc.
4400 Easton Common Way, Suite 125
Columbus, Ohio 43219

SHAKER HEIGHTS MEMBER, LLC
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Wilmington, Delaware 19801

MICHAEL CHETRIT
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METROPOLITAN COMMERCIAL BANK
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B&H COIN LAUNDRY SERVICE
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ATTORNEY GENERAL OF
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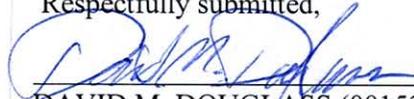
OHIO BUREAU OF WORKERS
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Respectfully submitted,



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Attorneys for Plaintiff

IN CLEVELAND MUNICIPAL COURT - HOUSING DIVISION
CUYAHOGA COUNTY, OHIO

CITY OF CLEVELAND)	
	)	CASE NO. _____
Plaintiff,)	
	)	JUDGE: <u>W. MONÁ SCOTT</u>
v.)	
)	
SHAKER HEIGHTS APARTMENTS	)	<u>PROPOSED ORDER</u>
OWNER, LLC, <i>et. al.</i>)	
)	
Defendants.)	

Plaintiff, City of Cleveland, Ohio has applied for a preliminary injunction pursuant to Ohio Constitution, Section 3 Article XVIII; Ohio Revised Code sections 715.30 and 3767.41(C)(1); Cleveland Codified Ordinances sections 3103.09(h)(2) and 367.14; and in conformity with Rule 65 of the Ohio Rule of Civil Procedure.

Finding that the real Premises known as 12500-12600 Shaker Blvd., as well as 12701 Shaker Blvd., Cleveland, Ohio 44120 constitute public nuisances subject to abatement, and further finding that Plaintiff, as a subdivision of the State of Ohio, is entitled to the relief sought by applicable state law and local ordinance, and further finding that the Defendants in Control of such real Premises as describe above are responsible for abating such nuisance conditions that exist thereupon, this Court hereby ORDERS the following:

1. That Defendants Shaker Heights Apartments Owner, LLC; Shaker Heights Member, LLC; E&M Management, LLC; Eli Weiss aka Eliezer Weiss; Mordecai Weiss aka Morty Weiss; Yaacov Amar; Michael Chetrit; and Danielle Nickerson a/k/a Danielle Hollifield are ENJOINED from further owning, operating, or otherwise maintaining any Premises within this Court's jurisdiction in violation of applicable State law and Local Ordinances as contained in Titles IX and XIII of the Codified Ordinances of the City of Cleveland.
2. That Defendants Shaker Heights Apartments Owner, LLC; Shaker Heights Member, LLC; E&M Management, LLC; Eli Weiss aka Eliezer Weiss; Mordecai Weiss aka Morty Weiss; Yaacov Amar; Michael Chetrit; and Danielle Nickerson a/k/a Danielle Hollifield are ENJOINED from pursuing any actions for forcible entry and detainer under R.C. 1923 *et. sq.* until said Defendants can show that Premises known as 12500-12600 and 12701 Shaker Blvd., Cleveland, Ohio 44120 are in full compliance with applicable State law and Local Ordinances with all past due utility accounts current.

3. That Defendants Shaker Heights Apartments Owner, LLC; Shaker Heights Member, LLC; E&M Management, LLC; Eli Weiss aka Eliezer Weiss; Mordecai Weiss aka Morty Weiss; Yaacov Amar; Michael Chetrit; and Danielle Nickerson a/k/a Danielle Hollifield are ENJOINED from owning, operating, or otherwise maintaining any Premises within this Court's jurisdiction without proper licensure or registration according to applicable law, that further that said named Defendants are required to produce to this Court such licensures and registrations within seven (7) days.
4. That Defendants Shaker Heights Apartments Owner, LLC; Shaker Heights Member, LLC; E&M Management, LLC; Eli Weiss aka Eliezer Weiss; Mordecai Weiss aka Morty Weiss; Yaacov Amar; Michael Chetrit; and Danielle Nickerson a/k/a Danielle Hollifield are ENJOINED from engaging in the sale, negotiation, or other transfer of the Premises known as 12500-12600 and 12701 Shaker Blvd., Cleveland, Ohio 44120 until such time as this Court certifies that all conditions constituting a public nuisance thereupon have been abated.

It is so ordered.

JUDGE W. MONA SCOTT

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Wilmington, Delaware 19801

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IN CLEVELAND MUNICIPAL COURT – HOUSING DIVISION
CUYAHOGA COUNTY, OHIO

EARLE B. TURNER CLERK
CLEVELAND MUNICIPAL COURT
FILE DATE
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CITY OF CLEVELAND, OHIO)

Plaintiff,)

v.)

SHAKER HEIGHTS APARTMENTS OWNER,)
LLC, *et. al.*)

Defendants.)

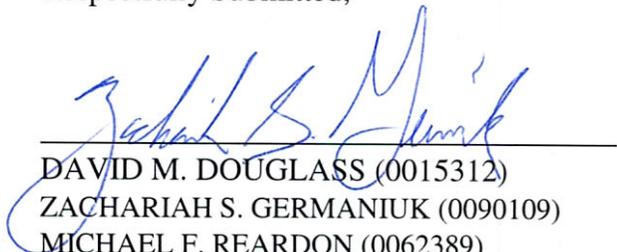
CASE NO. 2023-CVH-002772

JUDGE: W. MONÁ SCOTT

**NOTICE OF FILING OF
PROPERTY STATUS REPORT
(Loc. R. 11)**

Now comes Plaintiff, City of Cleveland, Ohio by and through Counsel undersigned and gives Notice to this Honorable Court of its filing of Property Status Report as required by Local Rule of Court 11.01. A copy of the Property Status Report is attached hereto as Exhibit "1".

Respectfully Submitted,



DAVID M. DOUGLASS (0015312)
ZACHARIAH S. GERMANIUK (0090109)
MICHAEL F. REARDON (0062389)
SEAN F. BERNEY (0058608)
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m.reardon@douglasslaw.com
s.berney@douglasslaw.com

CERTIFICATE OF SERVICE

Copies of the Plaintiff's Notice were served upon all counsel this 7th day of March, 2023, by ordinary U.S. Mail and by e-mail to parties whose e-mail address is known, and to known counsel of record:

SHAKER HEIGHTS APARTMENTS OWNER, LLC
c/o its Statutory Agent
National Registered Agents, Inc.
4400 Easton Common Way, Suite 125
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1209 Orange Street
Wilmington, Delaware 19801

MICHAEL CHETRIT
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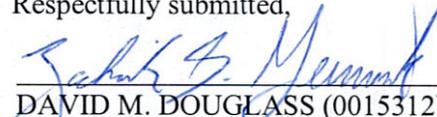
ATTORNEY GENERAL OF
THE STATE OF OHIO
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Columbus, Ohio 43215

OHIO BUREAU OF WORKERS
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OHIO DEPARTMENT OF JOB & FAMILY SERVICES
30 East Broad Street, 22nd Floor
Columbus, Ohio 43215

UNITED STATES TREASURY DEPARTMENT
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1111 Constitution Avenue, NW
Washington, D.C., 20224

OFFICE OF UNITED STATES ATTORNEY
801 West Superior Avenue, Suite 400
Cleveland, Ohio 44113

Respectfully submitted,



DAVID M. DOUGLASS (0015312)
ZACHARIAH S. GERMANIUK (0090109)
MICHAEL E. REARDON (0062389)
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Attorneys for Plaintiff

Case No.: 2023-CVH-002772

CLEVELAND HOUSING COURT
Judge W. Moná Scott

PROPERTY STATUS REPORT – RECEVIERSHIP

Plaintiff(s): City of Cleveland

Defendant(s): Shaker Square Apartments Owner, LLC, et. al.
(See Plaintiff's Complaint for List of Defendants)

Address(s): 12500-12600 Shaker Blvd., Cleveland, Ohio 44120 & 12701 Shaker Blvd., Cleveland, Ohio 44120

Titled Owner(s): Shaker Square Apartments Owner, LLC

Number of Units: 191 Use: **Residential** Commercial Industrial Other

If Use is OTHER, explain: _____

Occupied: **YES** NO If YES, by whom: See Complaint for list of tenants' affidavits

Current Code violations: **YES** NO If YES, explain: V22007854; V22026164; V23001138. See also: Plaintiff's Exhibits "C", "D", "E", "F", and "G" included with Plaintiff's Complaint.

Ward #: 4 & 6 Abandoned/Unlicensed Vehicles: YES **NO**

PPN: 129-10-001 / 129-12-010 & 129-12-009 Is there other pending litigation of property? **YES** NO

If YES, explain: 2022-CRB-005101; 2022-CRB-009415; numerous evictions and rental deposit mediations.

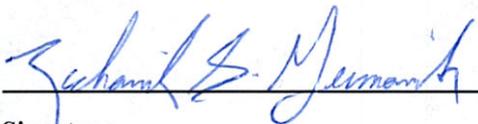
How long has current owner owned property: approx.. 1 year, 3 months.

If less than 5 years, list previous owner(s) for last five years: SHIF SHAKER PRESIDENTIAL LLC.

Is plaintiff seeking the appointment of a receiver other than itself? **YES** NO

If YES, who: Plaintiff's receiver shall be determined by motion in conformity with R.C. 3767.41(C)(3).

I certify that the information contained herein is accurate and true, to the best of my knowledge.


Signature

3/7/23
Date

See Plaintiff's Exhibit "T" for color photographs of premises

23-03328-0

EARLENE B. BURNER, CLERK
CLEVELAND MUNICIPAL COURT
FILE DATE

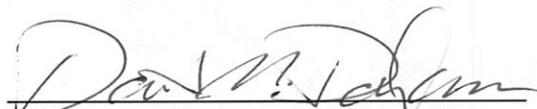
IN THE CLEVELAND MUNICIPAL COURT # 6 PM 2:18
CUYAHOGA COUNTY, OHIO

CITY OF CLEVELAND,	)	CASE NO. 2023-CVH-002772
)	
Plaintiff,	)	JUDGE W. MONÁ SCOTT
)	
v.)	
SHAKER HEIGHTS APARTMENTS OWNER,	)	<u>PLAINTIFF, CITY OF</u>
LLC, ET AL.	)	<u>CLEVELAND'S NOTICE OF</u>
	)	<u>FILING OF RECORDED</u>
Defendants,	)	<u>NOTICE OF LIS PENDENS</u>
	)	<u>AS TO:</u>
	)	<u>12500-12600 SHAKER BLVD.</u>
	)	<u>CLEVELAND, OHIO 44120</u>
	)	<u>PERMANENT PARCEL NO.</u>
	)	<u>129-10-001</u>
)	
	)	<u>AND</u>
)	
	)	<u>12701 SHAKER BLVD.</u>
	)	<u>CLEVELAND, OHIO 44120</u>
	)	<u>PERMANENT PARCEL NOS.</u>
	)	<u>129-12-009 and 129-12-010</u>

Now comes the Plaintiff, City of Cleveland, by and through Counsel and gives Notice to this Court of the Recording of the Notice of Lis Pendens as to the property located at 12500-12600 Shaker Blvd., Cleveland, Ohio 44120, Permanent Parcel No. 129-10-001 and 12701 Shaker Blvd., Cleveland, Ohio 44120, Permanent Parcel Nos. 129-12-009 and 129-12-010, which was filed with the Cuyahoga County Office of Fiscal Officer on

March 7, 2023 in AFN 202303070413. A copy of the recorded Notice of Lis Pendens is attached hereto as Exhibit "1".

Respectfully Submitted:



DAVID M. DOUGLASS (0015312)
ZACHARIAH S. GERMANIUK (0090109)
MICHAEL E. REARDON (0062389)
SEAN F. BERNEY (0058608)
DOUGLASS & ASSOCIATES CO., L.P.A.
4725 Grayton Road
Cleveland, Ohio 44135
(216) 362-7777 or 216-362-4144
Fax No: (216) 362-4160
E-Mail: d.douglass@douglasslaw.com
z.germaniuk@douglasslaw.com
m.reardon@douglasslaw.com
s.berney@douglasslaw.com
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

Copies of the Plaintiff's Notice were served upon all counsel this 7th day of March, 2023, by ordinary U.S. Mail and by e-mail to parties whose e-mail address is known and to known counsel of record:

SHAKER HEIGHTS APARTMENTS OWNER, LLC
c/o its Statutory Agent
National Registered Agents, Inc.
4400 Easton Common Way, Suite 125
Columbus, Ohio 43219

SHAKER HEIGHTS MEMBER, LLC
1209 Orange Street
Wilmington, Delaware 19801

MICHAEL CHETRIT
512 7th Avenue, 16th Floor
New York, New York 10018

METROPOLITAN COMMERCIAL BANK
99 Park Avenue
New York, New York, 10018

DANIELLE HOLIFIELD AKA
DANIELLE NICKERSON
20710 Chagrin Blvd.
Shaker Heights, Ohio 44122
E-mail: Danielle@firstchoiceadvisorsllc.com

E&M MANAGEMENT, LLC
6200 Biltmore Avenue
Baltimore, MD 21215
E-mails: ew@eandmmgmt.com
mw@eandmmgmt.com

ELI WEISS AKA ELIEZER WEISS
of E&M Management, LLC
1402 Avenue K
Apt. 2P
Brooklyn, N.Y. 11230
E-mail: ew@eandmmgmt.com

MORDECAI WEISS AKA MORTY WEISS
of E&M Management, LLC
734 W. 68th Street
Shreveport, LA 71106
E-mail: mw@eandmmgmt.com

YAACOV AMAR
c/o First Choice Investments LLC
420 Madison Avenue, Suite 1001
New York, NY 10017

NEW YORK COMMUNITY BANK
Attn: Loan Servicing
LN#290718140
NYCB Plaza
102 Duffy Avenue, 3rd Floor
Hicksville, NY 11801

MARBELLE INDUSTRIES, INC.
B&H COIN LAUNDRY SERVICE
Attn: Tamara J. Hrynik
21639 Miles Road #4
Cleveland, Ohio 44128

BRENT DELEWSKI
6700 Queens Way
North Royalton, Ohio 44133

K KERN PAINTING, LLC
211 N. Reynolds Road
Toledo, Ohio 43615

K KERN PAINTING, LLC
c/o Kenzy A. Kern, Statutory Agent
T-839 County Road 15B
Napoleon, Ohio 43545

AAA STAFFING, LLC
21366 Provincial Boulevard
Katy, Texas 77450

CUYAHOGA COUNTY TREASURER
2079 East 9th Street
Cleveland, Ohio 44115

STATE OF OHIO
DEPARTMENT OF TAXATION
30 East Broad Street, 22nd Floor
Columbus, Ohio 43215

ATTORNEY GENERAL OF
THE STATE OF OHIO
30 East Broad Street, 22nd Floor
Columbus, Ohio 43215

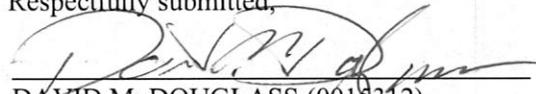
OHIO BUREAU OF WORKERS
COMPENSATION
30 West Spring Street
Columbus, Ohio 43215

OHIO DEPARTMENT OF JOB & FAMILY SERVICES
30 East Broad Street, 22nd Floor
Columbus, Ohio 43215

UNITED STATES TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
1111 Constitution Avenue, NW
Washington, D.C., 20224

OFFICE OF UNITED STATES ATTORNEY
801 West Superior Avenue, Suite 400
Cleveland, Ohio 44113

Respectfully submitted,



DAVID M. DOUGLASS (0013312)
ZACHARIAH S. GERMANIUK (0090109)
MICHAEL E. REARDON (0062389)
SEAN F. BERNEY (0058608)
DOUGLASS & ASSOCIATES CO., L.P.A.
4725 Grayton Road, Cleveland, Ohio 44135
(216) 362-7777 Fax No: (216) 362-4160
E-Mail: d.douglass@douglasslaw.com
z.germaniuk@douglasslaw.com
m.reardon@douglasslaw.com
s.berney@douglasslaw.com
Attorneys for Plaintiff

PPN: CLP - 202303070413 PGS: 3
03/07/2023 03:22 PM
AMT: \$0.00 RCPT#: 20230307000213
CONV: \$0.00 PAID BY: DOUGLASS & ASSOCIATI

David M. Douglass
CUYAHOGA COUNTY FISCAL OFFICE

NOTICE OF LIS PENDENS
(R.C. § 1901.27 & R.C. § 2703.26)

TO: ALL PERSONS HAVING AN INTEREST OF CLAIMS REGARDING REAL
PROPERTY LOCATED AT:

12500-12600 SHAKER BOULEVARD
CLEVELAND, OHIO 44120
PPN: 129-10-001

&

12701 SHAKER BOULEVARD
CLEVELAND, OHIO 44120
PPN: 129-12-009 & 129-12-010

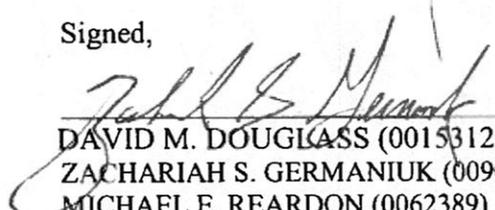
And further described in Exhibit "1", attached

YOU ARE HEREBY NOTIFIED that on MARCH 6TH, 2023, a Complaint for Public Nuisance Abatement, Injunctive Relief, & Receivership (R.C. § 3767.41) was filed in the Cleveland Municipal Court Housing Division. This on-going litigation may affect the possession of, as well as ownership and/or legal title to, the above-described real property. The litigation, Case Number 2023-CVH-002772 is captioned as:

CITY OF CLEVELAND -VS-SHAKER HEIGHTS APARTMENTS OWNER, LLC

The file is available for viewing in its entirety in the Office of the Civil Clerk of Courts, Cleveland Municipal Court, 2nd Floor of the Justice Center, 1200 Ontario Street, Cleveland, Ohio 44113. All persons interested in or having a claim regarding the above-referenced real property are charged with Notice of pending litigation by the provisions of R.C. § 1901.27 & R.C. § 2703.26.

Signed,



DAVID M. DOUGLASS (0015312)
ZACHARIAH S. GERMANIUK (0090109)
MICHAEL E. REARDON (0062389)
SEAN F. BERNEY (0058608)
DOUGLASS & ASSOCIATES CO., L.P.A.
4725 Grayton Road
Cleveland, Ohio 44135
(216) 362-7777 or 216-362-4144
Attorneys for Plaintiff

This instrument prepared by:
Z. Germaniuk (0090109)
DOUGLASS & ASSOCIATES CO., L.P.A.
4725 Grayton Road
Cleveland, Ohio 44135
(216) 362-7777

EXHIBIT 1

**PRELIMINARY JUDICIAL REPORT
SCHEDULE A**

Description of Land

Parcel No. 1

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

and known as being a part of Original 100 Acre Lot No. 429, bounded and described as follows:

Beginning at a point on the Southerly line of Shaker Boulevard S.E. as recorded in Volume 50 of Maps, Page 30 of Cuyahoga County Records, at the Northwesterly corner of a parcel of land conveyed by the Van Sweringen Company to Shaker Hall Inc. by deed recorded in Volume 5186, Page 440 of Cuyahoga County Records;

thence North 89° 23' 25" West along the Southerly line of Shaker Boulevard S.E. as so dedicated, a distance of 379.05 ft. to the Northeasterly corner of the fourth parcel of land conveyed by the Van Sweringen Company to the City of Cleveland by Deed recorded in Volume 6861, Page 193 of Cuyahoga County Records;

thence South 0° 36' 35" West along the Easterly line of said fourth parcel of land and the Easterly line of the third parcel of land conveyed by said Deed a distance of 191.82 ft. to a parcel of land conveyed by the Van Sweringen Company to the City of Cleveland for the widening of Williams Avenue S.E. to 50 ft. in width and recorded in Volume 6861, Page 192 of Cuyahoga County Records;

thence North 89° 36' 0" East along said Northerly line of Williams Avenue S.E. as so conveyed, a distance of 379.09 ft. to the Southwesterly corner of land conveyed to Shaker Hall Inc. as above stated;

thence North 0° 36' 35" East along the Westerly line of land so conveyed to Shaker Hall Inc., a distance of 185.14 ft. to the place of beginning, be the same more or less, but subject to all legal highways.

PPN: 129-10-001

Address: 12500 Shaker Blvd., Cleveland, OH 44120

Parcel No. 2

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

and known as being part of Original One Hundred Acre Lot No. 429, known as being certain Sublots of both Shaker Lakes View Subdivision recorded in Volume 46 of Maps, Page 25 of Cuyahoga County Records, and of Northwood Park Subdivision recorded in Volume 47 of Maps, Page 29 of Cuyahoga County Records, and is bounded and described as follows:

Beginning at a point in the Easterly line of East 127th Street, 50 ft. wide, at the Southwest corner of Sublot No. 46 of said Shaker Lakes View Subdivision;

thence from said place of beginning North 89° 46' 20" East along the Southerly line of said Sublot, 103.74 ft. to the Southeast corner of said Sublot;

thence North 0° 10' 09" East along the Easterly line of said Sublot, 2.32 ft. to the Southwest corner of Sublot No. 96 of said Northwood Park Subdivision;

thence South 89° 49' 51" East along the Southerly line of said Sublot No. 96, 150.00 ft. to the Westerly line of East 128th Street, 50 ft. wide;

thence South 0° 10' 09" West, along said Westerly line of East 128th Street, 135.42 ft. to a point of curve and marking the Northerly end of a turnout between the said Westerly line of East 128th Street and the Northerly line of a 6 foot easement to the City of Cleveland for sidewalk purposes which lies adjacent to and immediately North of

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Form No. 8148435
Preliminary Judicial Report (09/01/2014)

File No.: 23-145N

EXHIBIT 1

SCHEDULE A
(Continued)

the North line of Shaker Boulevard as shown on plat recorded in Volume 50 of Maps, Page 30 of Cuyahoga County Records;

thence Southwesterly along said turnout on a curved line deflecting to the right, 31.57 ft., said curved line has a radius of 20 ft. and the chord of whose arc bears South 45° 23' 22" West, 28.39 ft. to a point of tangency in said Northerly easement line; thence North 89° 23' 25" West along said Northerly easement line, 201.38 ft. to a point of curve and marking the Easterly end of a turnout between said Northerly easement line and said Easterly line of East 127th Street;

thence Northwesterly along said turnout on a curved line deflecting to the right, 49.24 ft. said curved line has a radius of 31.64 ft. and the chord of whose arc bears North 44° 48' 33" West, 44.41 ft. to a point of tangency in said Easterly line of East 127th Street;

thence North 0° 13' 40" West, along said Easterly line of East 127th Street, 119.41 ft. to the place of beginning, be the same more or less, but subject to all legal highways, as per a survey by McSteen & Associates, Inc., dated July 6, 1994.

PPN: 129-12-009 and 129-12-010
Address: 12701 Shaker Blvd., Cleveland, OH 44120

This Legal Description Complies with
The Cuyahoga Transfer and
Conveyance Standards and is approved
for transfer

MAR 07 / 2023


Agent

COMMONWEALTH LAND TITLE INSURANCE COMPANY

23-03328-9

**IN THE CLEVELAND MUNICIPAL HOUSING COURT
CUYAHOGA COUNTY, OHIO**

CITY OF CLEVELAND,

Plaintiff,

vs.

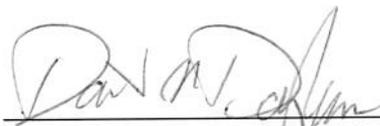
**SHAKER HEIGHTS APARTMENTS OWNER, LLC,
ET AL.**

Defendants

) **CASE NO. 2023-CVH-002772**
)
) **JUDGE W. MONÁ SCOTT**
)
) **NOTICE OF VOLUNTARY**
) **DISMISSAL WITHOUT**
) **PREJUDICE OF DEFENDANTS**
) **UNITED STATES TREASURY**
) **DEPARTMENT INTERNAL**
) **REVENUE SERVICE AND THE**
) **OFFICE OF THE UNITED**
) **STATES ATTORNEY, ONLY**

NOW COMES Plaintiff, City of Cleveland, by and through counsel and hereby voluntarily dismisses the above captioned matter without prejudice at Plaintiff's cost as to Defendants, United States Treasury Internal Revenue Service and the Office of the United States Attorney, Only. The case is to remain pending as to all other named Defendants.

Respectfully submitted,



DAVID M. DOUGLASS (0015312)
ZACHARIAH S. GERMANIUK (0090109)
MICHAEL E. REARDON (0062389)
SEAN F. BERNEY (0058608)
DOUGLASS & ASSOCIATES CO., L.P.A.
4725 Grayton Road, Cleveland, Ohio 44135
(216) 362-7777 Fax No: (216) 362-4160
E-Mail: d.douglass@douglasslaw.com
z.germaniuk@douglasslaw.com
m.reardon@douglasslaw.com
s.berney@douglasslaw.com
Attorneys for Plaintiff

EARLE B. TURNER CLERK
CLEVELAND MUNICIPAL COURT
FILE DATE

2023 MAR 14 PM 3:27

6

CERTIFICATE OF SERVICE

A copy of the foregoing Notice of Voluntary Dismissal of Defendants United States Treasury Internal Revenue Service and the Office of the United States Attorney, Only, has been sent by regular U.S. mail, postage prepaid, this 13th day of March, 2023 to:

Shaker Heights Apartments Owner, LLC
c/o its Statutory Agent
National Registered Agents, Inc.
4400 Easton Commons Way, Suite 125
Columbus, Ohio 43219

Shaker Heights Member, LLC
1209 Orange Street
Wilmington, DE 19801

Michael Chetrit
512 7th Avenue, 16th Floor
New York, NY 10018

Metropolitan Commercial Bank
99 Park Avenue
New York, NY 10018

Danielle Holifield aka Danielle Nickerson
20710 Chagrin Blvd.
Shaker Heights, Ohio 44122

E&M Management, LLC
6200 Biltmore Avenue
Baltimore, MD 21215

Eli Weiss aka Eliezer Weiss of
E&M Management, LLC
1402 Avenue K, Apt. 2P
Brooklyn, NY 11230

Mordecai Weiss aka Morty Weiss of
E&M Management, LLC
734 W. 68th Street
Shreveport, LA 71106

Yaacov Amar
400 E 84th St, Apt. 40C
New York, NY 10028

New York Community Bank
102 Duffy Avenue, 3rd Floor
NYCB Plaza
Hicksville, NY 11801

Marbelle Industries, Inc.
B&H Coin Laundry Service
Attn: Tamara J. Hrynik
21639 Miles Road #4
Cleveland, OH 44128

Brent Delewski
6700 Queens Way
North Royalton, OH 44133

K Kern Painting, LLC
211 N. Reynolds Road
Toledo, Ohio 43615

K Kern Painting, LLC
c/o Kenzy A. Kern, Stat Agent
T-839 County Road 15B
Napoleon, Ohio 43545

AAA Staffing, LLC
21366 Provincial Blvd.
Katy, TX 77450

Attorney General of the State of Ohio
30 East Broad Street, 22nd Floor
Columbus, Ohio 43215

Ohio Bureau of Workers' Compensation
30 W. Spring Street
Columbus, Ohio 43215

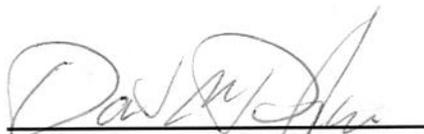
Ohio Department of Job & Family Services
30 E. Broad Street, 22nd Floor
Columbus, Ohio 43215

United States Treasury Department-IRS
1111 Constitution Avenue, NW
Washington, D.C. 20224

Office of United States Attorney
801 West Superior Avenue, Suite 400
Cleveland, Ohio 44113

Cuyahoga County Treasurer
2079 East 9th Street
Cleveland, Ohio 44115

State of Ohio Department of Taxation
30 East Broad Street, 22nd Floor
Columbus, Ohio 43215

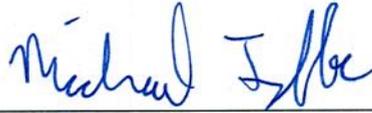


DAVID M. DOUGLASS (0015312)
ZACHARIAH S. GERMANIUK (0090109)
MICHAEL E. REARDON (0062389)
SEAN F. BERNEY (0058608)
DOUGLASS & ASSOCIATES CO., L.P.A.
4725 Grayton Road, Cleveland, Ohio 44135
(216) 362-7777 Fax No: (216) 362-4160
E-Mail: d.douglass@douglasslaw.com
z.germaniuk@douglasslaw.com
m.reardon@douglasslaw.com
s.berney@douglasslaw.com
Attorneys for Plaintiff

WHEREFORE, Treasurer of Cuyahoga County prays judgment for the amount due and asks that, upon judgment or upon sale of said property, the respective judgments and liens be paid according to their priority and that all taxes, accrued taxes, assessments and penalties, including sewer and water charges thereon, be ordered paid as a first and best lien on said premises to the Treasurer of Cuyahoga County, Ohio and that by filing this Answer, he is not putting himself before this Honorable Court to have any taxes abated or reduced.

Respectfully submitted,

MICHAEL C. O'MALLEY (0059592)
Prosecuting Attorney of Cuyahoga County, Ohio



BY: Michael Fyffe (0100093)
Assistant Prosecuting Attorney – Tax Foreclosure
Courthouse Square
310 W. Lakeside Ave., Ste. 300
Cleveland, Ohio 44113
(216) 443-7797
mfyffe@prosecutor.cuyahogacounty.us

CERTIFICATE OF SERVICE

Copies of the foregoing Answer have been sent via ordinary U.S. Mail, or via e-mail if an e-mail address is available in the court's case management system, on this 15th day of March 2023, to the following:

AAA Staffing LLC
21366 Provincial Blvd
Katy, TX 77450

Cleveland, OH 44128
Metropolitan Commercial Bank
99 Park Avenue
New York, NY 10018

Amar, Yaacov
420 Madison Ave Ste 1001
New York, NY 10017

New York Community Bank
Attn Loan Servicing
LN#290718140 NYCB Plaza
102 Duffy Avenue 3rd Floor
Hicksville, NY 11801

Attorney General of The State of Ohio
30 East Broad St 22nd Floor
Columbus, OH 43215

Office of United States Attorney
801 West Superior Ave Suite 400
Cleveland, OH 44113

Chetrit, Michael
512 7th Ave 16th Floor
New York, NY 10018

Ohio Bureau of Workers Compensation
30 West Spring St
Columbus, OH 43215

Delewski, Brent
6700 Queens Way
North Royalton, OH 44133

Ohio Department of Job & Family Services
30 East Broad St 22nd Floor
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E & M Management LLC
6200 Biltmore Ave
Baltimore, MD 21215

Shaker Heights Apartments Owner LLC
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Holifield, Danielle
20710 Chagrin Blvd
Shaker Hts, OH 44122

Shaker Heights Member LLC
1209 Orange St
Wilmington, DE 19801

K Kern Painting LLC
211 N Reynolds Road 15B
Toledo, OH 43615

State of Ohio Department of Taxation
30 East Broad St 22nd Floor
Columbus, OH 43215

K Kern Painting LLC
T-839 County Rd 15B
Napolean, OH 43545

Marbelle Industries Inc B&H Coin Laundry
Service
Attn: Tamara J Hrynik
21639 Mile Rd #4

United States Treasury Department Internal
Revenue Service
1111 Constitution Ave NW
Washington, DC 20224

Weiss, Eli
1402 Avenue K Apt 2P
Brooklyn, NY 11230

Weiss, Mordecai
734 W 68th St
Shreveport, LA 71106

David M. Douglass
4725 Grayton Road
Cleveland, OH 44135
Attorney for Plaintiff



BY: Michael Fyffe (0100093)

Assistant Prosecuting Attorney – Tax Foreclosure

23-03328-3

**IN THE CLEVELAND MUNICIPAL HOUSING COURT
CUYAHOGA COUNTY, OHIO**

CITY OF CLEVELAND)

Plaintiff,)

vs.)

SHAKER HEIGHTS APARTMENTS OWNER, LLC,)
ET AL.)

Defendants.)

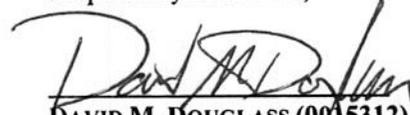
STATE OF OHIO) ss.
CUYAHOGA COUNTY)

CASE NO. 2023-CVH-002772
JUDGE W. MONA SCOTT

**NOTICE OF FILING SUBPOENA
DUCES TECUM PURSUANT TO
CIVIL RULE 45**

Now comes, Plaintiff, by and through counsel who hereby notifies this honorable court the Plaintiff has issued a subpoena pursuant to Ohio Rules of Civil Procedure 45. A copy of said subpoena is attached and will be served by Plaintiff's Counsel.

Respectfully Submitted,



DAVID M. DOUGLASS (0015312)
SEAN F. BERNEY (0058608)
MICHAEL E. REARDON (0062389)
ZACHARIAH S. GERMANIUK (0090109)
DOUGLASS & ASSOCIATES Co., L.P.A.
4725 Grayton Road
Cleveland, OH 44135
(216) 362-7777
Fax No. (216) 362-4160
E-Mail: d.douglass@douglasslaw.com
z.germaniuk@douglasslaw.com
Attorneys for Plaintiff

EARLE B. TURNER CLERK
CLEVELAND MUNICIPAL COURT
FILE DATE

2023 MAR 20 PM 3:23

6

CERTIFICATE OF SERVICE

A copy of the foregoing Notice of Filing Subpoena Duces Tecum pursuant to Civil Rule 45 has been sent by regular U.S. mail, postage prepaid, this March 17, 2023 to:

Shaker Heights Apartments Owner, LLC
c/o its Statutory Agent
National Registered Agents, Inc.
4400 Easton Commons Way, Suite 125
Columbus, Ohio 43219

Shaker Heights Member, LLC
1209 Orange Street
Wilmington, DE 19801

Michael Chetrit
512 7th Avenue, 16th Floor
New York, NY 10018

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99 Park Avenue
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1402 Avenue K, Apt. 2P
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Mordecai Weiss aka Morty Weiss of
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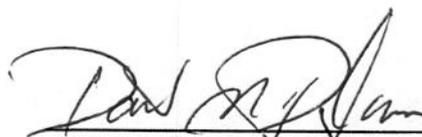
Michael Fyffe, Esq.
Assistant Prosecuting Attorney-Tax Foreclosure
Courthouse Square
310 W. Lakeside Avenue, Ste. 300
Cleveland, Ohio 44113
E-mail: mfyffe@prosecutor.cuyahogacounty.us
Attorney for Defendant
Cuyahoga County Treasurer

State of Ohio Department of Taxation
30 East Broad Street, 22nd Floor
Columbus, Ohio 43215

Attorney General of the State of Ohio
30 East Broad Street, 22nd Floor
Columbus, Ohio 43215

Ohio Bureau of Workers' Compensation
30 W. Spring Street
Columbus, Ohio 43215

Ohio Department of Job & Family Services
30 E. Broad Street, 22nd Floor
Columbus, Ohio 43215



DAVID M. DOUGLASS (0015312)
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MICHAEL E. REARDON (0062389)
ZACHARIAH S. GERMANIUK (0090109)
DOUGLASS & ASSOCIATES Co., L.P.A.
Attorneys for Plaintiff

ORIGIN ID: CLEA (216) 362-4141
DAVID DOUGLASS
DOUGLASS & ASSOCIATES CO., LPA
4725 GRAYTON ROAD
CLEVELAND, OH 44135
UNITED STATES US

SHIP DATE: 20MAR23
ACTWGT: 1.00 LB
CAD: 101815714/NET4580

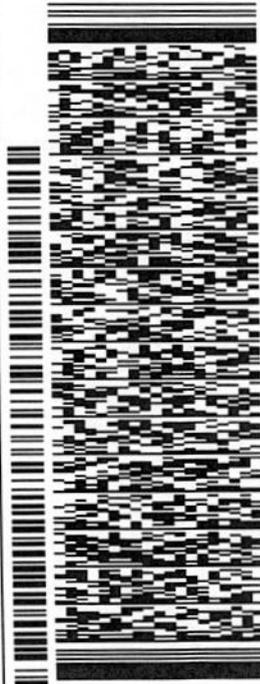
BILL SENDER

TO LARRY POPE
HOWARD HANNA
20710 CHAGRIN BLVD

SHAKER HEIGHTS OH 44122

(216) 751-8550 REF: 23-03328

PO. INV. DEPT.



J231022011101UW

TUE - 21 MAR 4:30P
STANDARD OVERNIGHT
ASR
44122
OH-US
CLE

TRK# 7716 0312 1086

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581J79982/FE2D

**DOUGLASS & ASSOCIATES CO., L.P.A.
ATTORNEYS AT LAW**

DAVID M. DOUGLASS
SEAN F. BERNEY
MICHAEL E. REARDON
HEIDI A. ARMSTRONG
ZACHARIAH S. GERMANIUK, OF COUNSEL

4725 GRAYTON ROAD
CLEVELAND, OHIO 44135
(216) 362-7777
(888) 871-1776
FAX(216) 362-4160
eMail: collections@douglasslaw.com

March 17, 2023

Larry Pope, Manager
Howard Hanna-Shaker Heights Office
20710 Chagrin Boulevard
Shaker Heights, Ohio 44122

**Re: City of Cleveland vs. Shaker Heights Apartments Owner, LLC, Et Al.
Cleveland Municipal Court Case No. 2023-CVH-002772
Our File No.: 23-03328-3**

Dear Mr. Pope:

Enclosed please find a Subpoena Duces Tecum issued pursuant to Civil Rule 45 in reference to the above-captioned matter.

Please call our offices at (216) 362-7777 to confirm receipt of this subpoena and the appearance of your Records Custodian on March 23, 2023 at 10:30AM at the Cleveland Municipal Court Hearing on the Temporary Restraining Order and Injunctive Relief, before the Housing Magistrate on the 13th Floor of the Justice Center, 1200 Ontario Street, Cleveland, Ohio. Please plan to arrive at least fifteen (15) minutes prior to the start time of the Hearing. Please contact the undersigned for approval of reimbursement for you reasonable expenses incurred in complying with this request.

Thank you for your assistance in this matter.

Sincerely,



**David M. Douglas, Esq.
Zachariah S. Germaniuk, Esq., Of Counsel
Attorney at Law
Douglass & Associates Co., LPA**

Enc.

DOUGLASS & ASSOCIATES CO., LPA

TRI STATE CAPITAL BANK

0221 22192

CITY OF CLEVELAND
4725 GRAYTON ROAD
CLEVELAND, OHIO 44135
216/362-7777

2023-CVH-002772

8-1900/430

400-00

*****06 DOLLARS AND 00 CENTS

PAY
TO THE
ORDER
OF

DATE

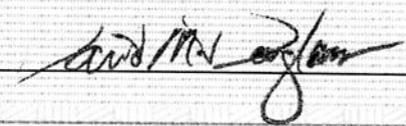
AMOUNT

3/20/23

\$6.00

Larry Pope. Manager
Howard Hanna-Shaker Heights Office
20710 Chagrin Blvd.
Shaker Heights OH 44122

VOID AFTER 90 DAYS



Witness Fee:

022192 819004 220036??

DOUGLASS & ASSOCIATES CO., LPA / IOLTA ACCOUNT

22192

CITY OF CLEVELAND LAW DEPARTMENT

Client 400-00 VS
23-03328-0 SHAKER HEIGHTS APARTMENTS OWNE

TRUST: 9002 CHECK: 022192 on 3/20/23
129-10-001 129-12-01 2023-CVH-002772

Witness Fee:

\$6.00

Re:

DOUGLASS & ASSOCIATES CO., LPA / IOLTA ACCOUNT

22192

CITY OF CLEVELAND LAW DEPARTMENT

Client 400-00 VS
23-03328-0 SHAKER HEIGHTS APARTMENTS OWNE

TRUST: 9002 CHECK: 022192 on 3/20/23
129-10-001 129-12-01 2023-CVH-002772

Witness Fee:

\$6.00

Re:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

C OF C 16A-735

THE STATE OF OHIO
CUYAHOGA COUNTY ss.
CITY OF CLEVELAND

CLEVELAND MUNICIPAL COURT
SUBPOENA

CITY OF CLEVELAND

Case No. 2023CVH002772

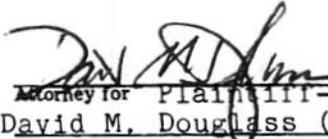
Plaintiff.

VS.

Courtroom No. _____

SHAKER HEIGHTS APARTMENTS OWNER, LLC, ET AL

Defendant.


Attorney for Plaintiff - City of Cleveland
David M. Douglass (0015312)

TO Larry Pope, Manager and/or custodian of records
Howard Hanna-Shaker Heights Office
20710 Chagrin Blvd.
Shaker Heights, OH 44122

You are required to attend on the 23rd day of March A.D. 2023, before the CLEVELAND MUNICIPAL COURT, JUSTICE CENTER - COURTS TOWER, 1200 ONTARIO, Courtroom No. 13th Flr; Time 10:30AM to testify as witness on behalf of Plaintiff in the above entitled case, and not depart the Court without leave. Fail not under penalty of the law.

RULE 45. RULES OF CIVIL PROCEDURE, Parts C & D:

(C) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS

(1) A PARTY OR AN ATTORNEY RESPONSIBLE FOR THE ISSUANCE AND SERVICE OF A SUBPOENA SHALL TAKE REASONABLE STEPS TO AVOID IMPOSING UNDUE BURDEN OR EXPENSE ON A PERSON SUBJECT TO THAT SUBPOENA.

(2)(a) A PERSON COMMANDED TO PRODUCE AND PERMIT INSPECTION AND COPYING OF DESIGNATED BOOKS, PAPERS, DOCUMENTS, OR TANGIBLE THINGS, OR INSPECTION OF PREMISES, NEED NOT APPEAR IN PERSON AT THE PLACE OF PRODUCTION OR INSPECTION UNLESS COMMANDED TO APPEAR FOR DEPOSITION, HEARING OR TRIAL.

(b) SUBJECT TO DIVISION (D)(2) OF THIS RULE, A PERSON COMMANDED TO PRODUCE AND PERMIT INSPECTION AND COPYING MAY, WITHIN FOURTEEN DAYS AFTER SERVICE OF THE SUBPOENA OR BEFORE THE TIME SPECIFIED FOR COMPLIANCE IF SUCH TIME IS LESS THAN FOURTEEN DAYS AFTER SERVICE, SERVE UPON THE PARTY OR ATTORNEY DESIGNATED IN THE SUBPOENA WRITTEN OBJECTIONS TO INSPECTION AND COPYING OF ANY OR ALL OF THE DESIGNATED MATERIALS OR OF THE PREMISES. IF OBJECTION IS MADE, THE PARTY SERVING THE SUBPOENA SHALL NOT BE ENTITLED TO INSPECT AND COPY THE MATERIALS OR INSPECT THE PREMISES EXCEPT PURSUANT TO AN ORDER OF THE COURT BY WHICH THE SUBPOENA WAS ISSUED. IF OBJECTION HAS BEEN MADE, THE PARTY SERVING THE SUBPOENA, UPON NOTICE TO THE PERSON COMMANDED TO PRODUCE, MAY MOVE AT ANY TIME FOR AN ORDER TO COMPEL THE PRODUCTION. AN ORDER TO COMPEL PRODUCTION SHALL PROTECT ANY PERSON WHO IS NOT A PARTY OR AN OFFICER OF A PARTY FROM SIGNIFICANT EXPENSE RESULTING FROM THE INSPECTION AND COPYING COMMANDED.

(3) ON TIMELY MOTION, THE COURT FROM WHICH THE SUBPOENA WAS ISSUED SHALL QUASH OR MODIFY THE SUBPOENA, OR ORDER APPEARANCE OR PRODUCTION ONLY UNDER SPECIFIED CONDITIONS, IF THE SUBPOENA DOES ANY OF THE FOLLOWING:

(a) FAILS TO ALLOW REASONABLE TIME TO COMPLY:

(b) REQUIRES DISCLOSURE OF PRIVILEGED OR OTHERWISE PROTECTED MATTER AND NO EXCEPTION OR WAIVER APPLIES;

(c) REQUIRES DISCLOSURE OF AN UNRETAINED EXPERT'S OPINION OR INFORMATION NOT DESCRIBING SPECIFIC EVENTS OR OCCURRENCES IN DISPUTE AND RESULTING FROM THE EXPERT'S STUDY MADE NOT AT THE REQUEST OF ANY PARTY;

(d) SUBJECTS A PERSON TO UNDUE BURDEN.

(4) BEFORE FILING A MOTION PURSUANT TO DIVISION (C)(3)(d) OF THIS RULE, A PERSON RESISTING DISCOVERY UNDER THIS RULE SHALL ATTEMPT TO RESOLVE ANY CLAIM OF UNDUE BURDEN THROUGH DISCUSSIONS WITH THE ISSUING ATTORNEY. A MOTION FILED PURSUANT TO DIVISION (C)(3)(d) OF THIS RULE SHALL BE SUPPORTED BY AN AFFIDAVIT OF THE SUBPOENAED PERSON OR A CERTIFICATE OF THAT PERSON'S ATTORNEY OF THE EFFORTS MADE TO RESOLVE ANY CLAIM OF UNDUE BURDEN.

(5) IN CASES UNDER DIVISION (C)(3)(c) OR (C)(3)(d) OF THIS RULE, THE COURT SHALL QUASH OR MODIFY THE SUBPOENA UNLESS THE PARTY IN WHOSE BEHALF THE SUBPOENA IS ISSUED SHOWS A SUBSTANTIAL NEED FOR THE TESTIMONY OR MATERIAL THAT CANNOT BE OTHERWISE MET WITHOUT UNDUE HARDSHIP AND ASSURES THAT THE PERSON TO WHOM THE SUBPOENA IS ADDRESSED WILL BE REASONABLY COMPENSATED.

(D) DUTIES IN RESPONDING TO SUBPOENA.

(1) A PERSON RESPONDING TO A SUBPOENA TO PRODUCE DOCUMENTS SHALL PRODUCE THEM AS THEY ARE KEPT IN THE USUAL COURSE OF BUSINESS OR SHALL ORGANIZE AND LABEL THEM TO CORRESPOND WITH THE CATEGORIES IN THE DEMAND. A PERSON PRODUCING DOCUMENTS PURSUANT TO A SUBPOENA FOR THEM SHALL PERMIT THEIR INSPECTION AND COPYING BY ALL PARTIES PRESENT AT THE TIME AND PLACE SET IN THE SUBPOENA FOR INSPECTION AND COPYING.

(2) WHEN INFORMATION SUBJECT TO A SUBPOENA IS WITHHELD ON A CLAIM THAT IT IS PRIVILEGED OR SUBJECT TO PROTECTION AS TRIAL PREPARATION MATERIALS, THE CLAIM SHALL BE MADE EXPRESSLY AND SHALL BE SUPPORTED BY A DESCRIPTION OF THE NATURE OF THE DOCUMENTS, COMMUNICATIONS, OR THINGS NOT PRODUCED THAT IS SUFFICIENT TO ENABLE THE DEMANDING PARTY TO CONTEST THE CLAIM.

WITNESS, EARL B. TURNER, Clerk of our said Cleveland Municipal Court,

and the seal of said Court, at Cleveland, this

_____ day of _____ A.D., 20_____

EARL B. TURNER, Clerk

Rv

Deputy Clerk

DUCES TECUM

Please appear and bring with you the following documents:

1. All Howard Hanna records concerning sales agent Danielle Holifield aka Danielle Nickerson's work as Property Manager for the owners of 12500 Shaker Boulevard, 12600 Shaker Boulevard, and 12701 Shaker Boulevard, Cleveland, Ohio 44120;
2. All Howard Hanna records indicating who supervises Danielle Holifield aka Danielle Nickerson as Property Manager for 12500 Shaker Boulevard, 12600 Shaker Boulevard, and 12701 Shaker Boulevard, Cleveland, Ohio 44120;
3. All contracts, agreements, or written communications between Howard Hanna and Shaker Heights Apartments Owner, LLC or any affiliate company of it;
4. Names and addresses of all Howard Hanna employees, agents, or licensed sales agents, property managers, or real estate brokers who are involved with the Property Management of the buildings owned by Shaker Heights Apartments Owner, LLC at 12500 Shaker Boulevard, 12600 Shaker Boulevard, and 12701 Shaker Boulevard, Cleveland, Ohio 44120.

Rule 45. Subpoena

(C) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena.

(2) (a) A person commanded to produce under divisions (A)(1)(b)(ii), (iii), (iv), or (v) of this rule need not appear in person at the place of production or inspection unless commanded to attend and give testimony at a deposition, hearing, or trial.

(b) Subject to division (D)(2) of this rule, a person commanded to produce under divisions (A)(1)(b)(ii), (iii), (iv), or (v) of this rule may, within fourteen days after service of the subpoena or before the time specified for compliance if such time is less than fourteen days after service, serve upon the party or attorney designated in the subpoena written objections to production. If objection is made, the party serving the subpoena shall not be entitled to production except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena, upon notice to the person commanded to produce, may move at any time for an order to compel the production. An order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the production commanded.

(3) On timely motion, the court from which the subpoena was issued shall quash or modify the subpoena, or order appearance or production only under specified conditions, if the subpoena does any of the following:

(a) Fails to allow reasonable time to comply;

(b) Requires disclosure of privileged or otherwise protected matter and no exception or waiver applies;

(c) Requires disclosure of a fact known or opinion held by an expert not retained or specially employed by any party in anticipation of litigation or preparation for trial as described by Civ.R. 26(B)(4), if the fact or opinion does not describe specific events or occurrences in dispute and results from study by that expert that was not made at the request of any party;

(d) Subjects a person to undue burden.

(4) Before filing a motion pursuant to division (C)(3)(d) of this rule, a person resisting discovery under this rule shall attempt to resolve any claim of undue burden through discussions with the issuing attorney. A motion filed pursuant to division (C)(3)(d) of this rule shall be supported by an affidavit of the subpoenaed person or a certificate of that person's attorney of the efforts made to resolve any claim of undue burden.

(5) If a motion is made under division (C)(3)(c) or (C)(3)(d) of this rule, the court shall quash or modify the subpoena unless the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated.

(D) Duties in responding to subpoena.

(1) A person responding to a subpoena to produce documents shall, at the person's option, produce them as they are kept in the usual course of business or organized and labeled to correspond with the categories in the subpoena. A person producing documents or electronically stored information pursuant to a subpoena for them shall permit their inspection and copying by all parties present at the time and place set in the subpoena for inspection and copying.

(2) If a request does not specify the form or forms for producing electronically stored information, a person responding to a subpoena may produce the information in a form or forms in which the information is ordinarily maintained if that form is reasonably useable, or in any form that is reasonably useable. Unless ordered by the court or agreed to by the person subpoenaed, a person responding to a subpoena need not produce the same electronically stored information in more than one form.

(3) A person need not provide discovery of electronically stored information when the production imposes undue burden or expense. On motion to compel discovery or for a protective order, the person from whom electronically stored information is sought must show that the information is not reasonably accessible because of undue burden or expense. If a showing of undue burden or expense is made, the court may nonetheless order production of electronically stored information if the requesting party shows good cause. The court shall consider the factors in Civ. R. 26(B)(4) when determining if good cause exists. In ordering production of electronically stored information, the court may specify the format, extent, timing, allocation of expenses and other conditions for the discovery of the electronically stored information.

(4) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(5) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a receiving party must promptly return, sequester, or destroy the specified information and any copies within the party's possession, custody or control. A party may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim of privilege or of protection as trial-preparation material. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

**AFFIDAVIT OF SERVICE OF SUBPOENA
BY PRIVATE PERSON OR ATTORNEY
RULES CIVIL PROCEDURE
RULE 45 (C)**

STATE OF OHIO }
CUYAHOGA COUNTY } ss.
CITY OF CLEVELAND }

_____ Being duly sworn says that on the _____ day of _____, 20____ he served this subpoena on the within named _____ by:

_____ Personal Service
_____ Leaving a copy at his/her usual place or residence with _____ of suitable age and discretion residing therein.
_____ Not found.

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

AMT. FEE PAID \$ _____

TITLE _____

CLEVELAND MUNICIPAL COURT

CITY OF CLEVELAND

vs.
SHAKER HEIGHTS APARTMENTS OWNER LLC
ET AL.

SUBPOENA

No. of Case 2023CVH002772

Filed _____, 20____
Subpoena Issued _____, 20____
_____ Attorney.

Received _____, _____ M.
_____ Bailiff.

RETURNED AND FILED

_____ 20____

By _____ Deputy Bailiff

THE STATE OF OHIO }
CUYAHOGA COUNTY } ss.
CITY OF CLEVELAND }

BAILIFF'S FEES

Service on _____ \$ _____
_____ Cop _____
_____ Miles Travel _____

Return _____
AMT. FEE PAID \$ _____

On the _____ day of _____, 20____

I served this Subpoena on the within named.

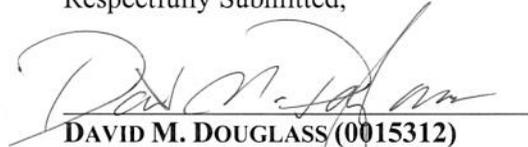
23-03328

IN THE CLEVELAND MUNICIPAL HOUSING COURT CUYAHOGA COUNTY, OHIO

CITY OF CLEVELAND	)	CASE NO. 2023-CVH-002772
	)	JUDGE W. MONA SCOTT
Plaintiff,)	
vs.)	
)	
SHAKER HEIGHTS APARTMENTS OWNER, LLC,	)	NOTICE OF FILING SUBPOENA
ET AL.	)	DUCES TECUM PURSUANT TO
	)	CIVIL RULE 45
Defendants.)	
)	
STATE OF OHIO	)	ss.
CUYAHOGA COUNTY)	

Now comes, Plaintiff, by and through counsel who hereby notifies this honorable court the Plaintiff has issued a subpoena pursuant to Ohio Rules of Civil Procedure 45. A copy of said subpoena is attached and will be served by Plaintiff's Counsel.

Respectfully Submitted,



DAVID M. DOUGLASS (0015312)
SEAN F. BERNEY (0058608)
MICHAEL E. REARDON (0062389)
ZACHARIAH S. GERMANIUK (0090109)
DOUGLASS & ASSOCIATES Co., L.P.A.
 4725 Grayton Road
 Cleveland, OH 44135
 (216) 362-7777
 Fax No. (216) 362-4160
 E-Mail: d.douglass@douglasslaw.com
 z.germaniuk@douglasslaw.com
Attorneys for Plaintiff

EARLE B. TURNER CLERK
CLEVELAND MUNICIPAL COURT
FILE DATE

2023 MAR 21 PM 4:11

6

CERTIFICATE OF SERVICE

A copy of the foregoing Notice of Filing a Subpoena Duces Tecum pursuant to Civil Rule 45 has been sent by regular U.S. mail, postage prepaid, this March 21, 2023 to:

Shaker Heights Apartments Owner, LLC
c/o its Statutory Agent
National Registered Agents, Inc.
4400 Easton Commons Way, Suite 125
Columbus, Ohio 43219

Shaker Heights Member, LLC
1209 Orange Street
Wilmington, DE 19801

Michael Chetrit
512 7th Avenue, 16th Floor
New York, NY 10018

Metropolitan Commercial Bank
99 Park Avenue
New York, NY 10018

Danielle Holifield aka Danielle Nickerson
20710 Chagrin Blvd.
Shaker Heights, Ohio 44122

E&M Management, LLC
6200 Biltmore Avenue
Baltimore, MD 21215

Eli Weiss aka Eliezer Weiss of
E&M Management, LLC
1402 Avenue K, Apt. 2P
Brooklyn, NY 11230

Mordecai Weiss aka Morty Weiss of
E&M Management, LLC
734 W. 68th Street
Shreveport, LA 71106

Yaacov Amar
400 E. 84th Street, Apt. 40C
New York, NY 10028

Phillip Barragate, Esq.
4805 Montgomery Road, Suite 320
Norwood, Ohio 45212
E-mail: pbarragate@logs.com
Attorney for Defendant
New York Community Bank

Marbelle Industries, Inc.
B&H Coin Laundry Service
Attn: Tamara J. Hrynik
21639 Miles Road #4
Cleveland, OH 44128

Brent Delewski
6700 Queens Way
North Royalton, OH 44133

K Kern Painting, LLC
211 N. Reynolds Road
Toledo, Ohio 43615

K Kern Painting, LLC
c/o Kenzy A. Kern, Stat Agent
T-839 County Road 15B
Napoleon, Ohio 43545

AAA Staffing, LLC
21366 Provincial Blvd.
Katy, TX 77450

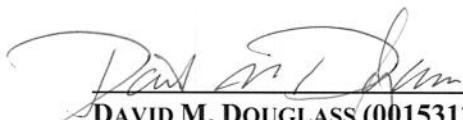
Michael Fyffe, Esq.
Assistant Prosecuting Attorney-Tax Foreclosure
Courthouse Square
310 W. Lakeside Avenue, Ste. 300
Cleveland, Ohio 44113
E-mail: mfyffe@prosecutor.cuyahogacounty.us
Attorney for Defendant
Cuyahoga County Treasurer

State of Ohio Department of Taxation
30 East Broad Street, 22nd Floor
Columbus, Ohio 43215

Attorney General of the State of Ohio
30 East Broad Street, 22nd Floor
Columbus, Ohio 43215

Ohio Bureau of Workers' Compensation
30 W. Spring Street
Columbus, Ohio 43215

Ohio Department of Job & Family Services
30 E. Broad Street, 22nd Floor
Columbus, Ohio 43215



DAVID M. DOUGLASS (0015312)
SEAN F. BERNEY (0058608)
MICHAEL E. REARDON (0062389)
ZACHARIAH S. GERMANIUK (0090109)
DOUGLASS & ASSOCIATES Co., L.P.A.
Attorneys for Plaintiff

DOUGLASS & ASSOCIATES CO., L.P.A.
ATTORNEYS AT LAW

DAVID M. DOUGLASS
SEAN F. BERNEY
MICHAEL E. REARDON
HEIDI A. ARMSTRONG
ZACHARIAH S. GERMANIUK, OF COUNSEL

4725 GRAYTON ROAD
CLEVELAND, OHIO 44135
(216) 362-7777
(888) 871-1776
FAX(216) 362-4160
eMail: collections@douglasslaw.com

March 21, 2023

VIA HAND-DELIVERY

Eric Parish, Patrol Officer
Badge No. 2045
City of Cleveland Division of Police
Fourth District
9333 Kinsman Road
Cleveland, Ohio 44104

Re: City of Cleveland vs. Shaker Heights Apartments Owner, LLC, Et Al.
Cleveland Municipal Court Case No. 2023-CVH-002772
Our File No.: 23-03328-3

Dear Officer Parish:

Enclosed please find a Subpoena Duces Tecum issued pursuant to Civil Rule 45 in reference to the above-captioned matter, with a half day witness fee check in the amount of *Six Dollars (\$6.00)*.

Please call our offices at (216) 362-7777 to confirm receipt of this subpoena and your appearance on March 23, 2023 at 10:30AM at the Cleveland Municipal Court Hearing on the Temporary Restraining Order and Injunctive Relief, before the Housing Magistrate on the 13th Floor of the Justice Center, 1200 Ontario Street, Cleveland, Ohio.

Thank you for your assistance in this matter.

Sincerely,



David M. Douglas, Esq.
Zachariah S. Germaniuk, Esq., Of Counsel
Attorney at Law
Douglass & Associates Co., LPA

Enc.

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND SECURE DOCUMENT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

DOUGLASS & ASSOCIATES CO., LPA
CITY OF CLEVELAND
4725 GRAYTON ROAD
CLEVELAND, OHIO 44135
216/362-7777

2023-CVH-002772

TRI STATE CAPITAL BANK
8-1900/430

0221-██████████
400-00

*****06 DOLLARS AND 00 CENTS

**PAY
TO THE
ORDER
OF**

DATE

AMOUNT

3/21/23

\$6.00

Eric Parish Badge #2045
City of Cleveland Patrolman
Fourth District 9333 Kinsman Rd.
Cleveland OH 44104

VOID AFTER 90 DAYS

Witness Fee:

|| ██████████ ██████████ ██████████ ||

DOUGLASS & ASSOCIATES CO., LPA / IOLTA ACCOUNT

22193

CITY OF CLEVELAND LAW DEPARTMENT
Client 400-00 VS TRUST: ██████████ CHECK: ██████████ on 3/21/23
23-03328-0 SHAKER HEIGHTS APARTMENTS OWNE 129-10-001 129-12-01 2023-CVH-002772
Witness Fee: \$6.00
Re:

DOUGLASS & ASSOCIATES CO., LPA / IOLTA ACCOUNT

22193

CITY OF CLEVELAND LAW DEPARTMENT
Client 400-00 VS TRUST: ██████████ CHECK: ██████████ on 3/21/23
23-03328-0 SHAKER HEIGHTS APARTMENTS OWNE 129-10-001 129-12-01 2023-CVH-002772
Witness Fee: \$6.00
Re:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

C OF C 18A-735

THE STATE OF OHIO
CUYAHOGA COUNTY ss.
CITY OF CLEVELAND
CITY OF CLEVELAND

CLEVELAND MUNICIPAL COURT
SUBPOENA

Case No. 2023CVH002772

Plaintiff.

Courtroom No. _____

VS.

SHAKER HEIGHTS APARTMENTS OWNER, LLC, ET AL
Defendant.

David M. Douglass
Attorney for Plaintiff - City of Cleveland
David M. Douglass (0015312)

TO Eric Parish, Patrol Officer
Badge No. 2045
City of Cleveland Division of Police
Fourth District
9333 Kinsman Road
Cleveland, Ohio 44104

You are required to attend on the 23rd day of March A.D. 2023, before the CLEVELAND MUNICIPAL COURT, JUSTICE CENTER - COURTS TOWER, 1200 ONTARIO, Courtroom No. 13th Flr Time 10:00AM to testify as witness on behalf of Plaintiff in the above entitled case, and not depart the Court without leave. Fail not under penalty of the law. See attached Duces Tecum.

RULE 45. RULES OF CIVIL PROCEDURE, Parts C & D:

(C) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS

(1) A PARTY OR AN ATTORNEY RESPONSIBLE FOR THE ISSUANCE AND SERVICE OF A SUBPOENA SHALL TAKE REASONABLE STEPS TO AVOID IMPOSING UNDUE BURDEN OR EXPENSE ON A PERSON SUBJECT TO THAT SUBPOENA.

(2)(a) A PERSON COMMANDED TO PRODUCE AND PERMIT INSPECTION AND COPYING OF DESIGNATED BOOKS, PAPERS, DOCUMENTS, OR TANGIBLE THINGS, OR INSPECTION OF PREMISES, NEED NOT APPEAR IN PERSON AT THE PLACE OF PRODUCTION OR INSPECTION UNLESS COMMANDED TO APPEAR FOR DEPOSITION, HEARING OR TRIAL.

(b) SUBJECT TO DIVISION (D)(2) OF THIS RULE, A PERSON COMMANDED TO PRODUCE AND PERMIT INSPECTION AND COPYING MAY, WITHIN FOURTEEN DAYS AFTER SERVICE OF THE SUBPOENA OR BEFORE THE TIME SPECIFIED FOR COMPLIANCE IF SUCH TIME IS LESS THAN FOURTEEN DAYS AFTER SERVICE, SERVE UPON THE PARTY OR ATTORNEY DESIGNATED IN THE SUBPOENA WRITTEN OBJECTIONS TO INSPECTION AND COPYING OF ANY OR ALL OF THE DESIGNATED MATERIALS OR OF THE PREMISES. IF OBJECTION IS MADE, THE PARTY SERVING THE SUBPOENA SHALL NOT BE ENTITLED TO INSPECT AND COPY THE MATERIALS OR INSPECT THE PREMISES EXCEPT PURSUANT TO AN ORDER OF THE COURT BY WHICH THE SUBPOENA WAS ISSUED. IF OBJECTION HAS BEEN MADE, THE PARTY SERVING THE SUBPOENA, UPON NOTICE TO THE PERSON COMMANDED TO PRODUCE, MAY MOVE AT ANY TIME FOR AN ORDER TO COMPEL THE PRODUCTION. AN ORDER TO COMPEL PRODUCTION SHALL PROTECT ANY PERSON WHO IS NOT A PARTY OR AN OFFICER OF A PARTY FROM SIGNIFICANT EXPENSE RESULTING FROM THE INSPECTION AND COPYING COMMANDED.

(3) ON TIMELY MOTION, THE COURT FROM WHICH THE SUBPOENA WAS ISSUED SHALL QUASH OR MODIFY THE SUBPOENA, OR ORDER APPEARANCE OR PRODUCTION ONLY UNDER SPECIFIED CONDITIONS, IF THE SUBPOENA DOES ANY OF THE FOLLOWING:

(a) FAILS TO ALLOW REASONABLE TIME TO COMPLY;

(b) REQUIRES DISCLOSURE OF PRIVILEGED OR OTHERWISE PROTECTED MATTER AND NO EXCEPTION OR WAIVER APPLIES;

(c) REQUIRES DISCLOSURE OF AN UNRETAINED EXPERT'S OPINION OR INFORMATION NOT DESCRIBING SPECIFIC EVENTS OR OCCURRENCES IN DISPUTE AND RESULTING FROM THE EXPERT'S STUDY MADE NOT AT THE REQUEST OF ANY PARTY;

(d) SUBJECTS A PERSON TO UNDUE BURDEN.

(4) BEFORE FILING A MOTION PURSUANT TO DIVISION (C)(3)(d) OF THIS RULE, A PERSON RESISTING DISCOVERY UNDER THIS RULE SHALL ATTEMPT TO RESOLVE ANY CLAIM OF UNDUE BURDEN THROUGH DISCUSSIONS WITH THE ISSUING ATTORNEY. A MOTION FILED PURSUANT TO DIVISION (C)(3)(d) OF THIS RULE SHALL BE SUPPORTED BY AN AFFIDAVIT OF THE SUBPOENAED PERSON OR A CERTIFICATE OF THAT PERSON'S ATTORNEY OF THE EFFORTS MADE TO RESOLVE ANY CLAIM OF UNDUE BURDEN.

(5) IN CASES UNDER DIVISION (C)(3)(c) OR (C)(3)(d) OF THIS RULE, THE COURT SHALL QUASH OR MODIFY THE SUBPOENA UNLESS THE PARTY IN WHOSE BEHALF THE SUBPOENA IS ISSUED SHOWS A SUBSTANTIAL NEED FOR THE TESTIMONY OR MATERIAL THAT CANNOT BE OTHERWISE MET WITHOUT UNDUE HARDSHIP AND ASSURES THAT THE PERSON TO WHOM THE SUBPOENA IS ADDRESSED WILL BE REASONABLY COMPENSATED.

(D) DUTIES IN RESPONDING TO SUBPOENA.

(1) A PERSON RESPONDING TO A SUBPOENA TO PRODUCE DOCUMENTS SHALL PRODUCE THEM AS THEY ARE KEPT IN THE USUAL COURSE OF BUSINESS OR SHALL ORGANIZE AND LABEL THEM TO CORRESPOND WITH THE CATEGORIES IN THE DEMAND. A PERSON PRODUCING DOCUMENTS PURSUANT TO A SUBPOENA FOR THEM SHALL PERMIT THEIR INSPECTION AND COPYING BY ALL PARTIES PRESENT AT THE TIME AND PLACE SET IN THE SUBPOENA FOR INSPECTION AND COPYING.

(2) WHEN INFORMATION SUBJECT TO A SUBPOENA IS WITHHELD ON A CLAIM THAT IT IS PRIVILEGED OR SUBJECT TO PROTECTION AS TRIAL PREPARATION MATERIALS, THE CLAIM SHALL BE MADE EXPRESSLY AND SHALL BE SUPPORTED BY A DESCRIPTION OF THE NATURE OF THE DOCUMENTS, COMMUNICATIONS, OR THINGS NOT PRODUCED THAT IS SUFFICIENT TO ENABLE THE DEMANDING PARTY TO CONTEST THE CLAIM.

WITNESS, EARL B. TURNER, Clerk of our said Cleveland Municipal Court,

and the seal of said Court, at Cleveland, this

_____ day of _____ A.D., 20_____

EARL B. TURNER, Clerk

Rv

Deputy Clerk

DUCES TECUM

Please appear and bring with you the following documents:

1. Police Report List for 12701 Shaker Boulevard, Cleveland, Ohio, identified in Plaintiff City of Cleveland's Complaint as Exhibit "P";
2. Police Report List for 12600 Shaker Boulevard, Cleveland, Ohio, identified in Plaintiff City of Cleveland's Complaint as Exhibit "Q";
3. Police Report List for 12500 Shaker Boulevard, Cleveland, Ohio, identified in Plaintiff City of Cleveland's Complaint as Exhibit "R"; and
4. Police Report List of Codes to Describe Reported Crime, identified in Plaintiff City of Cleveland's Complaint as Exhibit "S".

DATE/TIME	EVENT	TYPE	LOCATION
10/8/2021 0:08	<u>202100310939</u>	DVX	12701 SHAKER BLVD CLEV,705
10/23/2021 1:22	<u>202100327161</u>	PRWL	12701 SHAKER BLVD CLEV
10/29/2021 12:45	<u>202100333616</u>	CWEL	12701 SHAKER BLVD CLEV,611A
10/30/2021 12:36	<u>202100334633</u>	FRAU	12701 SHAKER BLVD CLEV,708
11/1/2021 10:50	<u>202100336484</u>	DMG	12701 SHAKER BLVD CLEV,702
11/5/2021 22:28	<u>202100341083</u>	MNTL	12701 SHAKER BLVD CLEV,408
11/6/2021 12:35	<u>202100341580</u>	GTV	12701 SHAKER BLVD CLEV
11/17/2021 9:55	<u>202100352461</u>	RC1	12701 SHAKER BLVD CLEV,604
11/21/2021 2:35	<u>202100356274</u>	MNTL	12701 SHAKER BLVD CLEV,408
11/23/2021 12:10	<u>202100358462</u>	RC1	12701 SHAKER BLVD CLEV,604
12/5/2021 0:11	<u>202100369171</u>	DIST	12701 SHAKER BLVD CLEV,504
12/15/2021 10:43	<u>202100378996</u>	RC1	12701 SHAKER BLVD CLEV,403
12/27/2021 17:54	<u>202100389527</u>	AC	12701 SHAKER BLVD CLEV
1/22/2022 9:42	<u>202200019576</u>	DMG	12701 SHAKER BLVD CLEV,604
2/4/2022 11:43	<u>202200032199</u>	DVX	12701 SHAKER BLVD CLEV
2/7/2022 18:46	<u>202200035651</u>	RFS	12701 SHAKER BLVD CLEV
2/18/2022 11:09	<u>202200046076</u>	RFS	12701 SHAKER BLVD CLEV
2/20/2022 17:09	<u>202200048321</u>	SA	12701 SHAKER BLVD CLEV,202
2/20/2022 18:35	<u>202200048379</u>	TRS	12701 SHAKER BLVD CLEV
2/20/2022 20:27	<u>202200048454</u>	TRS	12701 SHAKER BLVD CLEV
2/21/2022 10:42	<u>202200048928</u>	TEST	12701 SHAKER BLVD CLEV
3/4/2022 15:27	<u>202200059933</u>	ALMR	12701 SHAKER BLVD CLEV,604
3/14/2022 18:26	<u>202200070060</u>	GTV	12701 SHAKER BLVD CLEV,211
3/14/2022 21:29	<u>202200070245</u>	TEST	12701 SHAKER BLVD CLEV
3/19/2022 13:50	<u>202200075299</u>	ASX	12701 SHAKER BLVD CLEV,211
3/22/2022 8:23	<u>202200077866</u>	SLMP	12701 SHAKER BLVD CLEV
4/9/2022 14:57	<u>202200096763</u>	CDX	12701 SHAKER BLVD CLEV
4/25/2022 0:08	<u>202200112870</u>	GTV	12701 SHAKER BLVD CLEV,706
4/30/2022 22:57	<u>202200119269</u>	CWEL	12701 SHAKER BLVD CLEV,503
5/1/2022 20:06	<u>202200120111</u>	FASX	12701 SHAKER BLVD CLEV,802
6/4/2022 13:19	<u>202200157087</u>	ASX	12701 SHAKER BLVD CLEV,303
6/4/2022 21:34	<u>202200157543</u>	ASTC	12701 SHAKER BLVD CLEV,303
6/5/2022 11:24	<u>202200158076</u>	FRAU	12701 SHAKER BLVD CLEV,303
6/13/2022 7:54	<u>202200166319</u>	BLOC	12701 SHAKER BLVD CLEV
6/27/2022 19:59	<u>202200182938</u>	WPN1	12701 SHAKER BLVD CLEV
6/27/2022 20:03	<u>202200182943</u>	FIT	12701 SHAKER BLVD CLEV,303
6/27/2022 22:00	<u>202200183047</u>	PC	12701 SHAKER BLVD CLEV
7/15/2022 14:34	<u>202200202747</u>	SUCX	12701 SHAKER BLVD CLEV,604
7/24/2022 21:14	<u>202200213024</u>	SA	12701 SHAKER BLVD CLEV
8/3/2022 14:07	<u>202200223523</u>	CWEL	12701 SHAKER BLVD CLEV,508A
8/11/2022 22:11	<u>202200233015</u>	SUCX	12701 SHAKER BLVD CLEV,508A
9/6/2022 14:06	<u>202200260735</u>	INFC	12701 SHAKER BLVD CLEV
9/8/2022 9:28	<u>202200262787</u>	THTX	12701 SHAKER BLVD CLEV,603

9/17/2022 0:18	<u>202200272584</u>	CDX	12701 SHAKER BLVD CLEV,216
9/21/2022 7:49	<u>202200277208</u>	ARST	12701 SHAKER BLVD CLEV

DATE/TIME	EVENT	TYPE	LOCATION
10/7/2021 8:00	<u>202100310075</u>	GTV	12600 SHAKER BLVD CLEV,601A: @SHAKER PRESIDENTIAL APTS
10/8/2021 10:12	<u>202100311266</u>	INFC	12600 SHAKER BLVD CLEV,601A: @SHAKER PRESIDENTIAL APTS
10/16/2021 12:44	<u>202100320496</u>	PCX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
10/17/2021 12:21	<u>202100321445</u>	RFS	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
10/19/2021 1:45	<u>202100322954</u>	SPOT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
10/26/2021 7:06	<u>202100330155</u>	RC1	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 203
10/28/2021 12:36	<u>202100332528</u>	PE	12600 SHAKER BLVD CLEV,609: @SHAKER PRESIDENTIAL APTS
11/11/2021 22:15	<u>202100347276</u>	TFC	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
12/3/2021 11:56	<u>202100367607</u>	DVX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,706A
1/16/2022 13:36	<u>202200013756</u>	CWEL	12600 SHAKER BLVD CLEV,307: @SHAKER PRESIDENTIAL APTS
1/17/2022 11:56	<u>202200014565</u>	CWEL	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 307
1/18/2022 2:22	<u>202200015190</u>	WPN1	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
1/21/2022 23:40	<u>202200019283</u>	THT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,807
1/22/2022 21:17	<u>202200020102</u>	SLMP	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
1/23/2022 22:11	<u>202200020985</u>	ENA	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 202
2/8/2022 15:27	<u>202200036524</u>	SA	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,705
2/12/2022 2:06	<u>202200040071</u>	PEX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 801
2/12/2022 2:44	<u>202200040091</u>	SA	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 801
2/16/2022 18:39	<u>202200044454</u>	NVFT	12600 SHAKER BLVD CLEV,206: @SHAKER PRESIDENTIAL APTS
3/5/2022 0:57	<u>202200060393</u>	TRUN	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
3/5/2022 4:51	<u>202200060510</u>	CDX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,807
3/5/2022 10:53	<u>202200060696</u>	PC	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,201
3/7/2022 10:56	<u>202200062886</u>	PE	12600 SHAKER BLVD CLEV: 807 @SHAKER PRESIDENTIAL APTS
4/6/2022 16:32	<u>202200093651</u>	THFT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 202
4/22/2022 17:38	<u>202200110246</u>	PV	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
5/21/2022 0:56	<u>202200141086</u>	TRUN	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
5/27/2022 4:38	<u>202200147815</u>	RFS	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS

5/27/2022 4:45	<u>202200147822</u>	BCST	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
6/24/2022 7:22	<u>202200179153</u>	DVX	12600 SHAKER BLVD CLEV,205: @SHAKER PRESIDENTIAL APTS
6/24/2022 8:29	<u>202200179194</u>	REPT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
7/15/2022 10:42	<u>202200202530</u>	NVFT	12600 SHAKER BLVD CLEV,2088: @SHAKER PRESIDENTIAL APTS
7/21/2022 15:51	<u>202200209380</u>	SUCT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
7/24/2022 11:00	<u>202200212553</u>	DVX	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,208
8/10/2022 19:06	<u>202200231705</u>	SUCT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
8/18/2022 22:44	<u>202200240461</u>	SUCT	12600 SHAKER BLVD CLEV,706A: @SHAKER PRESIDENTIAL APTS
8/24/2022 22:34	<u>202200246962</u>	DVX	12600 SHAKER BLVD CLEV,208: @SHAKER PRESIDENTIAL APTS
8/25/2022 22:15	<u>202200248091</u>	DPPU	12600 SHAKER BLVD CLEV,208A: @SHAKER PRESIDENTIAL APTS
9/9/2022 13:48	<u>202200264206</u>	INFN	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
9/14/2022 14:01	<u>202200269735</u>	CWEL	12600 SHAKER BLVD CLEV,706: @SHAKER PRESIDENTIAL APTS
9/16/2022 11:38	<u>202200271851</u>	RFS	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS
9/17/2022 21:58	<u>202200273569</u>	THFT	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,704
9/28/2022 15:07	<u>202200284630</u>	MTLV	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS,403A
9/28/2022 23:55	<u>202200285064</u>	PC	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS, 301
9/30/2022 11:17	<u>202200286521</u>	TRUN	12600 SHAKER BLVD CLEV,208: @SHAKER PRESIDENTIAL APTS
10/4/2022 23:36	<u>202200291125</u>	SUCX	12600 SHAKER BLVD CLEV,603A
10/10/2022 12:47	<u>202200296721</u>	RFS	12600 SHAKER BLVD CLEV: @SHAKER PRESIDENTIAL APTS

DATE/TIME	EVENT	TYPE	LOCATION
11/2/2021 21:19	<u>202100338177</u>	TRUN	12500 SHAKER BLVD CLEV,605
11/20/2021 19:57	<u>202100355989</u>	DVX	12500 SHAKER BLVD CLEV,101B
11/20/2021 20:42	<u>202100356012</u>	DVX	12500 SHAKER BLVD CLEV,101B
11/23/2021 20:25	<u>202100358915</u>	MNTL	12500 SHAKER BLVD CLEV,605
11/24/2021 23:25	<u>202100360021</u>	CDX	12500 SHAKER BLVD CLEV,209
11/30/2021 18:33	<u>202100364903</u>	CDX	12500 SHAKER BLVD CLEV
12/8/2021 18:54	<u>202100372740</u>	ANIV	12500 SHAKER BLVD CLEV,602
12/16/2021 16:06	<u>202100380290</u>	AS	12500 SHAKER BLVD CLEV,801B
1/19/2022 13:37	<u>202200016754</u>	RFS	12500 SHAKER BLVD CLEV
1/25/2022 3:17	<u>202200022055</u>	PV	12500 SHAKER BLVD CLEV
2/1/2022 12:15	<u>202200029173</u>	MPHC	12500 SHAKER BLVD CLEV,806B
2/7/2022 10:52	<u>202200035173</u>	PV	12500 SHAKER BLVD CLEV
2/8/2022 10:38	<u>202200036217</u>	THFT	12500 SHAKER BLVD CLEV,705
2/9/2022 11:05	<u>202200037307</u>	PROB	12500 SHAKER BLVD CLEV,806
2/10/2022 5:28	<u>202200038140</u>	PCX	12500 SHAKER BLVD CLEV
2/12/2022 19:56	<u>202200040703</u>	THFT	12500 SHAKER BLVD CLEV
2/16/2022 13:12	<u>202200044103</u>	MPHC	12500 SHAKER BLVD CLEV,806B
2/18/2022 10:12	<u>202200046031</u>	INFN	12500 SHAKER BLVD CLEV,806B
2/18/2022 10:16	<u>202200046036</u>	BLOC	12500 SHAKER BLVD CLEV
2/18/2022 18:51	<u>202200046465</u>	MPR	12500 SHAKER BLVD CLEV,806-B
2/20/2022 4:22	<u>202200047884</u>	DIST	12500 SHAKER BLVD CLEV
2/21/2022 3:32	<u>202200048725</u>	TRUN	12500 SHAKER BLVD CLEV,609B
3/5/2022 18:54	<u>202200061108</u>	PFD	12500 SHAKER BLVD CLEV,804B
3/13/2022 23:29	<u>202200069277</u>	SHOT	12500 SHAKER BLVD CLEV,603
3/13/2022 23:36	<u>202200069284</u>	SHOT	12500 SHAKER BLVD CLEV
3/13/2022 23:51	<u>202200069290</u>	DIST	12500 SHAKER BLVD CLEV,806
3/21/2022 9:36	<u>202200076883</u>	HS	12500 SHAKER BLVD CLEV,L1B
3/27/2022 6:50	<u>202200082940</u>	DVX	12500 SHAKER BLVD CLEV,806B
3/29/2022 12:15	<u>202200084899</u>	DVX	12500 SHAKER BLVD CLEV,L6D
4/8/2022 19:37	<u>202200095985</u>	PV	12500 SHAKER BLVD CLEV
4/14/2022 16:30	<u>202200102199</u>	PV	12500 SHAKER BLVD CLEV
4/23/2022 7:49	<u>202200110802</u>	RFS	12500 SHAKER BLVD CLEV
4/27/2022 13:46	<u>202200115539</u>	RC1	12500 SHAKER BLVD CLEV
4/28/2022 14:22	<u>202200116679</u>	THFT	12500 SHAKER BLVD CLEV,401
5/1/2022 21:07	<u>202200120160</u>	PV	12500 SHAKER BLVD CLEV
5/17/2022 17:59	<u>202200137398</u>	RFS	12500 SHAKER BLVD CLEV
5/18/2022 20:40	<u>202200138671</u>	MPHC	12500 SHAKER BLVD CLEV,806
5/18/2022 23:26	<u>202200138788</u>	NFH	12500 SHAKER BLVD CLEV
5/21/2022 11:22	<u>202200141481</u>	RC1	12500 SHAKER BLVD CLEV,504
5/21/2022 17:38	<u>202200141818</u>	THT	12500 SHAKER BLVD CLEV,407
5/23/2022 19:24	<u>202200144033</u>	THFT	12500 SHAKER BLVD CLEV,504
5/28/2022 15:48	<u>202200149294</u>	DMG	12500 SHAKER BLVD CLEV,805B
5/31/2022 12:45	<u>202200152458</u>	RC1	12500 SHAKER BLVD CLEV,401

6/9/2022 8:15	<u>202200162033</u>	MPA	12500 SHAKER BLVD CLEV,806B
6/9/2022 21:43	<u>202200162843</u>	MPR	12500 SHAKER BLVD CLEV,806B
6/24/2022 20:11	<u>202200179817</u>	CDX	12500 SHAKER BLVD CLEV,705
6/25/2022 9:25	<u>202200180380</u>	ASTC	12500 SHAKER BLVD CLEV,705
6/25/2022 14:29	<u>202200180626</u>	ASTC	12500 SHAKER BLVD CLEV,705
6/27/2022 10:14	<u>202200182430</u>	CDX	12500 SHAKER BLVD CLEV,705
7/2/2022 8:28	<u>202200187798</u>	PC	12500 SHAKER BLVD CLEV,603
8/6/2022 18:07	<u>202200227242</u>	PV	12500 SHAKER BLVD CLEV
8/30/2022 12:07	<u>202200252970</u>	PV	12500 SHAKER BLVD CLEV
8/31/2022 17:37	<u>202200254459</u>	PC	12500 SHAKER BLVD CLEV,705B
8/31/2022 21:47	<u>202200254741</u>	SPOT	12500 SHAKER BLVD CLEV
9/1/2022 15:49	<u>202200255546</u>	PC	12500 SHAKER BLVD CLEV,705
9/2/2022 7:05	<u>202200256227</u>	PC	12500 SHAKER BLVD CLEV,705
9/2/2022 9:09	<u>202200256324</u>	PC	12500 SHAKER BLVD CLEV,705
9/2/2022 9:56	<u>202200256356</u>	HS	12500 SHAKER BLVD CLEV
9/4/2022 11:49	<u>202200258756</u>	INFC	12500 SHAKER BLVD CLEV,705B
9/4/2022 14:46	<u>202200258865</u>	INFC	12500 SHAKER BLVD CLEV,705B
9/22/2022 23:08	<u>202200279125</u>	PV	12500 SHAKER BLVD CLEV
10/5/2022 18:34	<u>202200291977</u>	ANI	12500 SHAKER BLVD CLEV,304

CRIMES AGAINST PERSONS	CRIMES AGAINST PERSONS	CRIMES AGAINST PERSONS	CRIMES AGAINST PERSONS	CRIMES AGAINST PERSONS
<p>DOAX - Dead body/susp on scene in area DOAV - Dead body/suspected violence DVX - DV Asslt/Threats, susp on scene/in area FASX - Fel Asslt/susp on scene/in area HATE - Hate crime/ethnic intimidation HLP1 - Asst Police/EMS/Fire/Aux in trouble HSTX - Hostage situation KMP - Kidnapping/abduction LURE - Attempt to lure child MPHC - Missing person - handicapped MPI - Missing person - juvenile ROBX - Robbery in prog/just occurred SO1 - Sex offense in prog/just occ/child victim SUIC - Suicide in progress/just occ/jumpers WPH1 - Person threatening w/ weapon ATWA - Accident: Train/Water/Air</p>	<p>ASX - Asslt/suspect on scene/in area DPPU - Asst to get prop/DV potential exists DV - DV/susp not on scene/in area ENA - Endangering (child, elderly etc.) FAS - Felonious asslt/susp not on scene/area FHSP - Felony crime/vict at hospital FIT - Fight in progress ROB - Robbery - cold crime, report only SO2 - Sex offense/cold crime, report only SCHM - Person screaming STKX - Stalking/susp on scene/in area SUCT - Suicide threats THTX - Threats, susp on scene/in area WPN2 - Person carrying weapon</p>	<p>AS - Asslt/susp not on scene/in area CDX - Civil dispute, non-domestic NVFT - Non-violent family trouble. No violence or threat of violence SOIE - Sex offense/indecent exposure - adult victim</p>	<p>CDIN - Civil dispute/info or rept only HOSP - Non-felony rept at hospital MPA - Missing person adult MPR - Missing person returned THT - Threats/info or rept only STK - Stalking/info or rept only</p>	<p>AS - Asslt/susp not on scene/in area CDX - Civil dispute, non-domestic NVFT - Non-violent family trouble. No violence or threat of violence SOIE - Sex offense/indecent exposure - adult victim</p>
<p>DOAX - Dead body/susp on scene in area DOAV - Dead body/suspected violence DVX - DV Asslt/Threats, susp on scene/in area FASX - Fel Asslt/susp on scene/in area HATE - Hate crime/ethnic intimidation HLP1 - Asst Police/EMS/Fire/Aux in trouble HSTX - Hostage situation KMP - Kidnapping/abduction LURE - Attempt to lure child MPHC - Missing person - handicapped MPI - Missing person - juvenile ROBX - Robbery in prog/just occurred SO1 - Sex offense in prog/just occ/child victim SUIC - Suicide in progress/just occ/jumpers WPH1 - Person threatening w/ weapon ATWA - Accident: Train/Water/Air</p>	<p>DMGH* - Dmg accident/hazardous DWH - Intox/impaired driver NFH* - Non-fatal/hazardous NFP - Non-fatal/pedestrian struck SLMP* - Person slumped in vehicle TFCM* - Tic hazard, freeway or other haz location *upgrade to priority 1 if incident poses imminent threat to life.</p>	<p>DIRT - Dirt Bikes, ATVs, MC violating or involved in 'street take-over' activity DMG - Damage accident DRAG - Drag racing - race between vehicles HS - Hit skip NF - Non-fatal accident NFHS - Non-fatal hit skip TFC - Traffic tie up or other problem</p>	<p>ABDV - Abandoned vehicle BLOC - Blocked drive NFHO - Non-fatal accident rept at hospital PV - Parking violator</p>	<p>DIRT - Dirt Bikes, ATVs, MC violating or involved in 'street take-over' activity DMG - Damage accident DRAG - Drag racing - race between vehicles HS - Hit skip NF - Non-fatal accident NFHS - Non-fatal hit skip TFC - Traffic tie up or other problem</p>
<p>CU3 - Civil unrest/violence or potential violence SERA - School Emergency Radio Alarm SHOT - Shots fired SPOT - ShotSpotter alert</p>	<p>ANIV - Vicious animal BOMB - Bomb threat CRWD - Large, rowdy crowd CU3 - Civil unrest/non-violent FRDG - Abandoned refrigerator GUNF - Gun found HAZ - Wires down/other natural hazard HAZE - Hazard/explosive HAZM - Hazardous material MTLV - Mental/violent S911 - Silent 9-1-1 call</p>	<p>AC - Abandoned call BURN - Illegal burning CURF - Curfew violation CU3 - Civil unrest - info only, no dispatch DIST - Disturbance DMPX - Person dumping rubbish/in progress DRUG - Drug activity FRAU - Fraud, bad checks, ID theft etc. FRWK - Fireworks complaint INTX - Intox/high disturbing MNTL - Mental disturbing/non-violent SA - Suspicious activity TRS - Trespasser TRUA - Truancy complaint VAG - Vagrant/panhandler disturbing VICE - Vice activity, gambling, prostitution etc</p>	<p>ANI - Animal complaint BCST - Info for general broadcast (5) SPTP - ShotSpotter follow-up</p>	<p>AC - Abandoned call BURN - Illegal burning CURF - Curfew violation CU3 - Civil unrest - info only, no dispatch DIST - Disturbance DMPX - Person dumping rubbish/in progress DRUG - Drug activity FRAU - Fraud, bad checks, ID theft etc. FRWK - Fireworks complaint INTX - Intox/high disturbing MNTL - Mental disturbing/non-violent SA - Suspicious activity TRS - Trespasser TRUA - Truancy complaint VAG - Vagrant/panhandler disturbing VICE - Vice activity, gambling, prostitution etc</p>
<p>ARISX - Arson, susp on scene/in area PEX - Place entered/susp on scene/in area BNIX - Bank robbery</p>	<p>ALMH - Hold up/panic/duress alarm BNK - Bank alarm GTVX - GTMV in progress HOLD - Security/citizen holding suspect PCK - Prop crime, susp on scene/in area PRWL - Prowler</p>	<p>ALMA - Audible alarm ALMB - Burglar alarm ALMR - Residential alarm GTRO - GTMV Resy/Asst owner on scene PE - Place entered report</p>	<p>GTV - Grand theft MV report GTVR - Grand theft MV recovery PC - Property crime report SSTN - Suspected stolen vehicle recovery THFT - Theft report</p>	<p>ALMH - Hold up/panic/duress alarm BNK - Bank alarm GTVX - GTMV in progress HOLD - Security/citizen holding suspect PCK - Prop crime, susp on scene/in area PRWL - Prowler</p>
<p>ACFS - Asst Children & Family Services BLOO - Blood run DOAN - Dead body/apparent natural causes INIE - Injury to person/emergency HLP2 - Asst Police/Fire/EMS/Aux - non-emerg. LOST - Holding lost person NOTE - Notification/emergency PUMP - Pick up missing person SDO - Suspected drug overdose TRHO - Transfer prisoner to hosp/refused @ jail (upgrade to priority 1 if serious) TRUN - Trouble unknown</p>	<p>ACFS - Asst Children & Family Services BLOO - Blood run DOAN - Dead body/apparent natural causes INIE - Injury to person/emergency HLP2 - Asst Police/Fire/EMS/Aux - non-emerg. LOST - Holding lost person NOTE - Notification/emergency PUMP - Pick up missing person SDO - Suspected drug overdose TRHO - Transfer prisoner to hosp/refused @ jail (upgrade to priority 1 if serious) TRUN - Trouble unknown</p>	<p>CWEL - Welfare check FIRE - Asst CFD with working fire MASK - Mass gatherings/Covid 19 related PROB - Not wearing mask/Covid 19 related SERV - Serve probate warrant</p>	<p>ASTC - Asst citizen/non-emer INFC - Addtl. info for a crime report INFG - Info/general INFW - info only/no dispatch INJ - Injury to person/non-emer NOT - Notification/non-emer PEFD - Property found PLST - Property lost RCL - Expediter report S8PU - Suburban PD prisoner pick up SIG - Traffic signal problem (5) SSWT - Serving search warrant</p>	<p>CWEL - Welfare check FIRE - Asst CFD with working fire MASK - Mass gatherings/Covid 19 related PROB - Not wearing mask/Covid 19 related SERV - Serve probate warrant</p>

Rule 45. Subpoena

(C) Protection of persons subject to subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena.

(2) (a) A person commanded to produce under divisions (A)(1)(b)(ii), (iii), (iv), or (v) of this rule need not appear in person at the place of production or inspection unless commanded to attend and give testimony at a deposition, hearing, or trial.

(b) Subject to division (D)(2) of this rule, a person commanded to produce under divisions (A)(1)(b)(ii), (iii), (iv), or (v) of this rule may, within fourteen days after service of the subpoena or before the time specified for compliance if such time is less than fourteen days after service, serve upon the party or attorney designated in the subpoena written objections to production. If objection is made, the party serving the subpoena shall not be entitled to production except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena, upon notice to the person commanded to produce, may move at any time for an order to compel the production. An order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the production commanded.

(3) On timely motion, the court from which the subpoena was issued shall quash or modify the subpoena, or order appearance or production only under specified conditions, if the subpoena does any of the following:

(a) Fails to allow reasonable time to comply;

(b) Requires disclosure of privileged or otherwise protected matter and no exception or waiver applies;

(c) Requires disclosure of a fact known or opinion held by an expert not retained or specially employed by any party in anticipation of litigation or preparation for trial as described by Civ.R. 26(B)(4), if the fact or opinion does not describe specific events or occurrences in dispute and results from study by that expert that was not made at the request of any party;

(d) Subjects a person to undue burden.

(4) Before filing a motion pursuant to division (C)(3)(d) of this rule, a person resisting discovery under this rule shall attempt to resolve any claim of undue burden through discussions with the issuing attorney. A motion filed pursuant to division (C)(3)(d) of this rule shall be supported by an affidavit of the subpoenaed person or a certificate of that person's attorney of the efforts made to resolve any claim of undue burden.

(5) If a motion is made under division (C)(3)(c) or (C)(3)(d) of this rule, the court shall quash or modify the subpoena unless the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated.

(D) Duties in responding to subpoena.

(1) A person responding to a subpoena to produce documents shall, at the person's option, produce them as they are kept in the usual course of business or organized and labeled to correspond with the categories in the subpoena. A person producing documents or electronically stored information pursuant to a subpoena for them shall permit their inspection and copying by all parties present at the time and place set in the subpoena for inspection and copying.

(2) If a request does not specify the form or forms for producing electronically stored information, a person responding to a subpoena may produce the information in a form or forms in which the information is ordinarily maintained if that form is reasonably useable, or in any form that is reasonably useable. Unless ordered by the court or agreed to by the person subpoenaed, a person responding to a subpoena need not produce the same electronically stored information in more than one form.

(3) A person need not provide discovery of electronically stored information when the production imposes undue burden or expense. On motion to compel discovery or for a protective order, the person from whom electronically stored information is sought must show that the information is not reasonably accessible because of undue burden or expense. If a showing of undue burden or expense is made, the court may nonetheless order production of electronically stored information if the requesting party shows good cause. The court shall consider the factors in Civ. R. 26(B)(4) when determining if good cause exists. In ordering production of electronically stored information, the court may specify the format, extent, timing, allocation of expenses and other conditions for the discovery of the electronically stored information.

(4) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(5) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a receiving party must promptly return, sequester, or destroy the specified information and any copies within the party's possession, custody or control. A party may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim of privilege or of protection as trial-preparation material. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

**AFFIDAVIT OF SERVICE OF SUBPOENA
BY PRIVATE PERSON OR ATTORNEY
RULES CIVIL PROCEDURE
RULE 45 (C)**

STATE OF OHIO }
CUYAHOGA COUNTY } ss.
CITY OF CLEVELAND }

_____ Being duly
sworn says that on the _____ day of
_____, 20____ he served this
subpoena on the within named _____

_____ by:
_____ Personal Service
_____ Leaving a copy at his/her usual place
or residence with _____
_____ of suitable age and
discretion residing therein.
_____ Not found.

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

_____ TITLE
AMT. FEE PAID \$ _____

CLEVELAND MUNICIPAL COURT

CITY OF CLEVELAND
vs.
SHAKER HEIGHTS APARTMENTS OWNER LLC ET AL.

SUBPOENA

No. of Case 2023CVH002772

Filed _____, 20____
Subpoena Issued _____, 20____

_____ Attorney.

Received _____,

_____ M.
_____ Bailiff.

RETURNED AND FILED
_____, 20____

THE STATE OF OHIO }
CUYAHOGA COUNTY } ss.
CITY OF CLEVELAND }

BAILIFF'S FEES

Service on _____ \$ _____
_____ Cop _____
_____ Miles Travel _____
Return _____
AMT. FEE PAID \$ _____ \$ _____

On the _____ day of _____, 20____
I served this Subpoena on the within named.

_____, Bailiff
By _____ Deputy Bailiff

23-03328

IN THE CLEVELAND MUNICIPAL HOUSING COURT CUYAHOGA COUNTY, OHIO

CITY OF CLEVELAND)

Plaintiff,)

vs.)

SHAKER HEIGHTS APARTMENTS OWNER, LLC,)
ET AL.)

Defendants.)

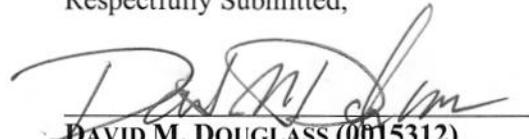
CASE NO. 2023-CVH-002772

JUDGE W. MONA SCOTT

) **NOTICE OF FILING STATUS**
) **OF SERVICE OF COMPLAINT**
) **FOR PUBLIC NUISANCE**
) **ABATEMENT, INJUNCTIVE**
) **RELIEF, & RECEIVERSHIP**
) **(R.C. §3767.41)**

Now comes, Plaintiff, by and through counsel who hereby gives Notice to this Honorable Court of the status of Service of the Complaint for Public Nuisance Abatement, Injunctive Relief, & Receivership (R.C. §3767.41) filed March 6, 2023 by Counsel for Plaintiff served via Federal Express and via Certified Mail by the Cleveland Municipal Court. A spreadsheet as to the service issued and service dates are attached as Exhibit "1".

Respectfully Submitted,



DAVID M. DOUGLASS (0015312)

SEAN F. BERNEY (0058608)

MICHAEL E. REARDON (0062389)

ZACHARIAH S. GERMANIUK (0090109)

DOUGLASS & ASSOCIATES Co., L.P.A.

4725 Grayton Road

Cleveland, OH 44135

(216) 362-7777

Fax No. (216) 362-4160

E-Mail: d.douglass@douglasslaw.com

z.germaniuk@douglasslaw.com

Attorneys for Plaintiff

EARLE B. TURNER CLERK
CLEVELAND MUNICIPAL COURT
FILE DATE

2023 MAR 21 PM 4:11

6

CERTIFICATE OF SERVICE

A copy of the foregoing Notice of Service has been sent by regular U.S. mail, postage prepaid, this March 21, 2023 to:

Shaker Heights Apartments Owner, LLC
c/o its Statutory Agent
National Registered Agents, Inc.
4400 Easton Commons Way, Suite 125
Columbus, Ohio 43219

Shaker Heights Member, LLC
1209 Orange Street
Wilmington, DE 19801

Michael Chetrit
512 7th Avenue, 16th Floor
New York, NY 10018

Metropolitan Commercial Bank
99 Park Avenue
New York, NY 10018

Danielle Holifield aka Danielle Nickerson
20710 Chagrin Blvd.
Shaker Heights, Ohio 44122

E&M Management, LLC
6200 Biltmore Avenue
Baltimore, MD 21215

Eli Weiss aka Eliezer Weiss of
E&M Management, LLC
1402 Avenue K, Apt. 2P
Brooklyn, NY 11230

Mordecai Weiss aka Morty Weiss of
E&M Management, LLC
734 W. 68th Street
Shreveport, LA 71106

Yaacov Amar
400 E. 84th Street, Apt. 40C
New York, NY 10028

Phillip Barragate, Esq.
4805 Montgomery Road, Suite 320
Norwood, Ohio 45212
E-mail: pbarragate@logs.com
Attorney for Defendant
New York Community Bank

Marbelle Industries, Inc.
B&H Coin Laundry Service
Attn: Tamara J. Hrynik
21639 Miles Road #4
Cleveland, OH 44128

Brent Delewski
6700 Queens Way
North Royalton, OH 44133

K Kern Painting, LLC
211 N. Reynolds Road
Toledo, Ohio 43615

K Kern Painting, LLC
c/o Kenzy A. Kern, Stat Agent
T-839 County Road 15B
Napoleon, Ohio 43545

AAA Staffing, LLC
21366 Provincial Blvd.
Katy, TX 77450

Michael Fyffe, Esq.
Assistant Prosecuting Attorney-Tax Foreclosure
Courthouse Square
310 W. Lakeside Avenue, Ste. 300
Cleveland, Ohio 44113
E-mail: mfyffe@prosecutor.cuyahogacounty.us
Attorney for Defendant
Cuyahoga County Treasurer

State of Ohio Department of Taxation
30 East Broad Street, 22nd Floor
Columbus, Ohio 43215

Attorney General of the State of Ohio
30 East Broad Street, 22nd Floor
Columbus, Ohio 43215

Ohio Bureau of Workers' Compensation
30 W. Spring Street
Columbus, Ohio 43215

Ohio Department of Job & Family Services
30 E. Broad Street, 22nd Floor
Columbus, Ohio 43215



DAVID M. DOUGLASS (0015312)
SEAN F. BERNEY (0058608)
MICHAEL E. REARDON (0062389)
ZACHARIAH S. GERMANIUK (0090109)
DOUGLASS & ASSOCIATES Co., L.P.A.
Attorneys for Plaintiff

	D&A Fed Ex No.	D&A Fed Ex Service Date	Cleveland Municipal Court Certified Mail Service-Date
<p>City of Cleveland v. Shaker Heights Apartments Owner LLC, et al. 2023-CVH-002772 12500-12600 and 12701 Shaker Blvd Plaintiff City of Cleveland's Service List for Complaint for Public Nuisance Abatement, Injunctive Relief, & Receivership (R.C. §9767.41)</p>			
<p>Defendant</p>			
<p>SHAKER HEIGHTS APARTMENTS OWNER LLC c/o its Statutory Agent National Registered Agents, Inc. 4400 Easton Common Way, Suite 125 Columbus, Ohio 43219</p>	771486287201	3/7/2023	3/13/2023
<p>Shaker Heights Member, LLC 1209 Orange Street Wilmington, DE 19801</p>	771483468100	3/8/2023	3/20/2023
<p>Michael Chetrit 512 7th Avenue, 16th Floor New York, NY 10018</p>	771483497036	3/8/2023	3/14/2023
<p>METROPOLITAN COMMERCIAL BANK 99 Park Avenue New York, New York, 10018</p>	771483543407	3/8/2023	Not Served
<p>DANIELLE HOLIFIELD AKA DANIELLE NICKERSON 20710 Chagrin Blvd. Shaker Heights, Ohio 44122</p>	771483569484	3/7/2023	3/13/2023
<p>E&M MANAGEMENT, LLC 6200 Biltmore Avenue Baltimore, MD 21215</p>	771484715762	3/9/2023	Not Served
<p>Eli Weiss aka Eliezer Weiss of E&M Management, LLC 1402 Avenue K Apt. 2P Brooklyn, NY 11230</p>	771484774897	3/8/2023	3/14/2023
<p>Mordecai Weiss aka Morty Weiss of E&M Management, LLC 734 W. 68th Street Shreveport, LA 71106</p>	771484812825	3/13/2023	3/17/2023

<p>Yaacov Amar c/o First Choice Investments LLC 420 Madison Avenue, Suite 1001 New York, NY 10017</p>	<p>771484849524 771552369048</p>	<p>Moved-being returned to D&A</p>	<p>Not Served</p>
<p>Yaacov Amar 400 E. 84th Street, Apt. 40C New York, NY 10028</p>			
<p>NEW YORK COMMUNITY BANK Attn: Loan Servicing LN#290718140 NYCB Plaza 102 Duffy Avenue, 3rd Floor Hicksville, NY 11801</p>	<p>771484875267</p>	<p>3/8/2023</p>	<p>3/15/2023</p>
<p>MARBELLE INDUSTRIES, INC. B&H COIN LAUNDRY SERVICE Attn: Tamara J. Hrynik 21639 Miles Road #4 Cleveland, Ohio 44128</p>	<p>771484927853</p>	<p>3/7/2023</p>	<p>Not Served</p>
<p>BRENT DELEWSKI 6700 Queens Way North Royalton, Ohio 44133</p>	<p>771484946528</p>	<p>3/7/2023</p>	<p>3/13/2023</p>
<p>K KERN PAINTING, LLC 211 N. Reynolds Road Toledo, Ohio 43615</p>	<p>771485019570</p>	<p>3/8/2023</p>	<p>3/17/2023</p>
<p>K KERN PAINTING, LLC c/o Kenzy A. Kern, Statutory Agent T-839 County Road 15B Napoleon, Ohio 43545</p>	<p>771484987068</p>	<p>3/8/2023</p>	<p>3/15/2023</p>
<p>AAA STAFFING, LLC 21366 Provincial Boulevard Katy, Texas 77450</p>	<p>771485080021</p>	<p>3/8/2023</p>	<p>3/16/2023</p>
<p>CUYAHOGA COUNTY TREASURER 2079 East 9th Street Cleveland, Ohio 44115 (216) 443-7400</p>	<p>771485123326</p>	<p>3/7/2023</p>	<p>3/13/2023</p>
<p>STATE OF OHIO DEPARTMENT OF TAXATION 30 East Broad Street, 22nd Floor Columbus, Ohio 43215</p>	<p>771485155619</p>	<p>3/7/2023</p>	<p>3/16/2023</p>

<p>ATTORNEY GENERAL OF THE STATE OF OHIO 30 East Broad Street, 22nd Floor Columbus, Ohio 43215</p>	<p>771485181741</p>	<p>3/7/2023</p>	<p>3/15/2023</p>
<p>OHIO BUREAU OF WORKERS COMPENSATION 30 West Spring Street Columbus, Ohio 43215</p>	<p>771485199765</p>	<p>3/7/2023</p>	<p>3/15/2023</p>
<p>OHIO DEPARTMENT OF JOB & FAMILY SERVICES 30 East Broad Street, 22nd Floor Columbus, Ohio 43215</p>	<p>771485229327</p>	<p>3/7/2023</p>	<p>3/15/2023</p>
<p>US TREASURY DEPARTMENT- INTERNAL REVENUE SERVICE 1111 Constitution Avenue, NW Washington, D.C., 20224</p>	<p>771485247142</p>	<p>3/8/2023</p>	<p>N/A. Dismissed by City.</p>
<p>OFFICE OF UNITED STATES ATTORNEY 801 West Superior Avenue, Suite 400 Cleveland, Ohio 44113</p>	<p>771485282269</p>	<p>3/7/2023</p>	<p>N/A. Dismissed by City.</p>

DECLARATION

The UNDERSIDGNER, being first duly sworn, under the Penalty of Perjury, states of personal knowledge:

1. I am of sound mind and over 18.
2. I am a resident and citizen of the State of Maryland.
3. I am a defendant in the case styled as *City of Cleveland v. Shaker Heights Apartments Owner, LLC*. Case No. 2023-CVH-002772 in the Cleveland Municipal Court, Housing Division, Cuyahoga County, Ohio (the "State Court Action").
4. I CONSENT to the removal of the State Court Action, from the Cleveland Municipal Court to the United States District Court for the Northern District of Ohio, Eastern Division, at Cleveland.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and belief.



Eli Weiss AKA Eliezer Weiss

Date: 3/22/2023

DECLARATION

The UNDERSIDGNER, being first duly sworn, under the Penalty of Perjury, states of personal knowledge:

1. I am of sound mind and over 18.
2. I am a resident and citizen of the State of Maryland.
3. I am a defendant in the case styled as *City of Cleveland v. Shaker Heights Apartments Owner, LLC*. Case No. 2023-CVH-002772 in the Cleveland Municipal Court, Housing Division, Cuyahoga County, Ohio (the "State Court Action").
4. I CONSENT to the removal of the State Court Action, from the Cleveland Municipal Court to the United States District Court for the Northern District of Ohio, Eastern Division, at Cleveland.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and belief.



Mordecai Weiss AKA Morty Weiss

Date: 3/22/2023

DECLARATION

The UNDERSIDGNEED, being first duly sworn, under the Penalty of Perjury, states of personal knowledge:

1. I am of sound mind and over 18.
2. I am a resident and citizen of the State of New York.
3. I am an officer of Shaker Heights Apartments Owner, LLC a defendant in the case styled as *City of Cleveland v. Shaker Heights Apartments Owner, LLC*. Case No. 2023-CVH-002772 in the Cleveland Municipal Court, Housing Division, Cuyahoga County, Ohio (the “State Court Action”).
4. In that capacity, I have direct and final control of the operations of properties owned by Shaker Heights Apartments Owner, LLC which include the properties known as 12500-12600 & 12701 Shaker Boulevard, Cleveland Ohio 4120, having permanent parcel numbers 129-01-001 & 129-12-010 and 129-12-009 (the “Property”).
5. Shaker Heights Apartments Owner, LLC is the only defendant in the State Court Action that holds title to the Property.
6. Shaker Heights Apartments Owner, LLC is the only defendant in the State Court Action that has direct control of the Property.
7. None of the other defendants in the State Court Action have an ownership interest in the Property or the ability to make final decisions concerning the management of the Property.
8. I can further verify in my capacity as an office of Shaker Heights Apartments Owner, LLC that Danielle Holifield aka Danielle Nickerson is employed by Shaker Heights Apartments Owner, LLC as a local property custodian for the Property.
9. She has no ownership interest in the Property or Shaker Heights Apartments Owner, LLC.
10. She does not have the authority to make any binding decisions for Shaker Heights Apartments Owner, LLC concerning the Property, nor to take any independent action on behalf Shaker Heights Apartments Owner, LLC, other that to perform the ministerial tasks in her job.
11. She does not have the power or ability to abate, or order the abatement of, alleged nuisance at the Property.
12. Her duties and authority are limited to ministerial tasks like processing leasing paperwork, taking tenant complaints and referring them to ownership, requesting minor on-site service, and answering telephone calls.
13. She is an hourly worker, and not a salaried manager.
14. The cost to conduct the abatement sought in the pending Complaint in the State Court Action, will exceed \$100,000.
15. The further damages, penalties, attorney fees, and other relief demanded in that Complaint will exceed an additional \$100,000.

16. The foregoing are statements of amount, only, and not admission of liability or responsibility for same.
17. As a member, representative, agent, or person authorized to speak on behalf of the following persons, firms or entities, I confirm they CONSENT to the removal of the State Court Action, from the Cleveland Municipal Court to the United States District Court for the Northern District of Ohio, Eastern Division, at Cleveland, to wit, Shaker Heights Apartments Owner, LLC; Shaker Heights Member, LLC; Michael Chetrit; E&M Management, LLC; Eli Weiss; Mordecai Weiss and Yaacov Amar.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and belief.



Yaacov Amar, Officer
Shaker Heights Apartments Owner, LLC

Date: 3/22/23