

IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO

JASON LAPONZA  
684 Walden Reserve Blvd.  
Hinkley, Ohio 44233,

Plaintiff,

vs.

NORTHEAST OHIO NEIGHBORHOOD  
HEALTH SERVICES, INC.  
4800 Payne Avenue  
Cleveland, Ohio 44103

and

CHARLES LYTLE  
489 Crown Pointe Parkway  
Cuyahoga Falls, Ohio 44223

and

WILLIE F. AUSTIN  
26330 Forbes Road  
Oakwood Village, Ohio 44146,

and

489 Crown Point LLC  
c/o Alicia M. Lytle  
P.O. Box 3072  
Cuyahoga Falls, Ohio 44223

Defendants.

Complaint

HOLLIE L GALLAGHER  
CV 25 118219

**COMPLAINT ON COGNOVIT**  
**PROMISSORY NOTE AND COGNOVIT**  
**GUARANTEE**

CV25118219

196608637



FILED  
2025 MAY 23 3:37  
CLERK OF COURTS  
CUYAHOGA COUNTY

JUDGMENT FOR PLAINTIFF BY CONFESSION  
IN THE SUM OF \$100,000.00 AND COSTS.  
INTEREST 2.75% P.A. O.S.J.

Plaintiff, Jason Laponza ("Plaintiff") for his Complaint against Defendants Northeast Ohio Neighborhood Health Services, Inc. ("NEON"), Charles Lytle, and Willie F. Austin (collectively, "Defendants"), and 489 Crown Point LLC ("Guarantor"), states as follows:

**PARTIES**

1. Plaintiff is an individual who has conducted business in Cuyahoga County, Ohio.

2. Defendant Charles Lytle is an individual and to the best of the undersigned's knowledge the last known address of Lytle is 489 Crown Pointe Parkway, Cuyahoga Falls, Ohio 44223. Defendant Willie F. Austin is an individual and to the best of the undersigned's knowledge the last known address of Austin is 26330 Forbes Road, Oakwood Village, Ohio 44146. Defendant NEON is an Ohio Corporation, and to the best of the undersigned's knowledge the last known address of the NEON's statutory agent is 4800 Payne Avenue, Cleveland, Ohio 44103. Defendant 489 Crown Point LLC is an Ohio limited liability company, and to the best of the undersigned's knowledge the last known address of 489 Crown Point LLC's statutory agent is P.O. Box 3072, Cuyahoga Falls, Ohio 44223.

### **VENUE AND JURISDICTION**

3. This Court has subject matter jurisdiction over this matter, and venue is proper under Rules 3(C)(3) and (6), Ohio Rules of Civil Procedure and the Court has jurisdiction over the Defendants pursuant to O.R.C. §2307.382(A)(1), O.R.C. 2323.12, and O.R.C. 2323.13, and as the subject cognovit promissory notes which are the subject of this action were executed and delivered by Defendants to Plaintiff in Cuyahoga County, Ohio.

### **COUNT ONE**

4. Plaintiff incorporates by reference herein the allegations contained in Paragraphs 1 through 3 as if fully rewritten herein.

5. On or about August 19, 2020, Defendants executed and delivered to Plaintiff a cognovit promissory note, a copy of which is attached hereto and incorporated herein as "Exhibit A" (hereinafter the "Note"). In the Note, the Defendants promise to pay the Plaintiff the principal sum of \$1,000,000.00 plus interest at the contract rate of \$25,000.00 per month.

6. On or about September 2, 2020, in order to induce Plaintiff to make a loan in the principal amount of \$1,000,000.00, Guarantor executed and delivered to Plaintiff a cognovit guarantee, a copy of which is attached hereto and incorporated herein as "Exhibit B" (hereinafter the "Guarantee"). In the Guarantee, the Guarantor guaranteed Defendants' repayment of the Note, including the principal sum plus unpaid interest.

7. The Note contained a default provision for additional interest which states that in the event of a default, Defendants' "obligation shall accrue additional interest at the rate of ten percent (10.00%) per annum (on remaining Principal and on Interest) from the date of this Demand Cognovit Note[.]" *See*, the Note, page 2.

8. Defendants failed to make payments on the Note as and when due and Defendants are in default of their obligations to Plaintiff thereunder entitling Plaintiff to recover judgment in his favor and against Defendants, as well as the Guarantor, in the principal amount of \$1,000,000.00, together with contract interest accruing at the rate of \$25,000.00 per month from March 2025, plus additional interest in the amount of \$469,589.04 through March 14, 2025, and continuing to accrue at the rate of \$273.97 per diem, until the Note is paid in full.

9. There appears on the Note, and the Guarantee, directly above the signature of Defendants, and the Guarantor, in such type or as distinctive marking that it appears more clearly and conspicuously than anything else on the document, the warning required under Ohio Revised Code §2323.13(D).

10. The obligation evidenced by the Note and Guarantee did not arise out of a consumer loan or a consumer transaction.

11. By reason of Defendant's default, Plaintiff is entitled to judgment against Defendants on the Note, and against the Guarantor on the Guarantee, in the principal amount of

\$1,000,000.00, together with contract interest accruing at the rate of \$25,000.00 per month from March 2025, plus additional interest in the amount of \$469,589.04 through March 14, 2025, and continuing to accrue at the rate of \$273.97 per diem, until the Note is paid in full.

WHEREFORE, Plaintiff, Jason LaPonza prays for judgment against Northeast Ohio Neighborhood Health Services, Inc., Charles Lytle, Willie F, Austin, and 489 Crown Point LLC, jointly and severally, as follows:

1. Judgment against Defendants and Guarantor, jointly and severally, in the principal amount of \$1,000,000.00, together with contract interest accruing at the rate of \$25,000.00 per month from March 2025, plus additional interest in the amount of \$469,589.04 through March 14, 2025, and continuing to accrue at the rate of \$273.97 per diem, until the Note is paid in full.
2. For such other further relief as this Court deems appropriate.

Respectfully submitted,



MARK F. KRUSE (0029989)

Direct: (216) 687-3223

ERIC M. KYSER (0093927)

Direct: (216) 687-3363

**WESTON HURD LLP**

1300 East 9th Street, Suite 1400

Cleveland, OH 44114

Phone: (216) 241-6602

Facsimile: (216) 621-8369

Email: MKruse@westonhurd.com

EKyser@westonhurd.com

**Attorneys for Plaintiff**

DEMAND COGNOVIT NOTE

\$1,000,000.00

Cleveland, Ohio  
August 20, 2020

FOR VALUE RECEIVED, the undersigned, **CHARLES LYTTLE**, of 489 Crown Pointe Parkway, Cuyahoga Falls, Ohio, **WILLIE F. AUSTIN**, of 26330 Forbes Road, Oakwood Village, Ohio, and **NORTHEAST OHIO NEIGHBORHOOD HEALTH SERVICES, INC. (an Ohio Corporation, charter no. 359442)** (together, and jointly and severally, the "Maker" or "Makers"), hereby jointly and severally promise to pay to the order of **JASON LAPONZA**, of 684 Walden Reserve Blvd., Hinckley, Ohio 44233, and his successors and assigns (together the "Holder"), the principal sum of One Million Dollars (\$1,000,000.00) (the "Principal Balance"), together with interest thereon, and Origination Fee, as hereinafter provided.

Loan. Holder shall make the base loan of One Million Dollars (\$1,000,000.00) to Maker (or any of them) by wire transfer made on or about ~~August 30~~ <sup>SEPTEMBER</sup>, 2020. Wire instructions are as follows:

Northeast Ohio Neighborhood Health Services, Inc.  
4800 Payne Avenue  
Cleveland, Ohio 44103  
Swift Code No. FTBCUS3C  
Bank Account No. [REDACTED]  
Bank Routing No. 042000314

Origination. Upon the execution of this Note by Makers, Makers shall immediately pay LaPonza the sum of Forty Five Thousand Dollars (\$45,000.00) (the "Origination Fee").

Payment of Interest. Beginning on September 1, 2020, and continuing on the 1<sup>st</sup> day of each month thereafter for as long as any portion of Principal Balance remains unpaid to Holder, Makers agrees to pay Holder the sum of Twenty-Five Thousand Dollars (\$25,000.00 USD) (said sum hereinafter "Interest").

Repayment of Principal. On the earlier of **August 20, 2021**, or upon Demand (whichever shall first occur) by Holder as set forth herein, all Principal Balance and Interest payments shall be immediately due and payable by Makers to Holder. Unless there is an act of Default as set forth herein, Holder agrees to not make Demand for payment prior to **February 20, 2021**; provided, however, that Holder may make such Demand for payment earlier than **February 20, 2021**, if there is an Event of Default. Until otherwise directed, Makers shall deliver all payments to Holder at 684 Walden Reserve Blvd., Hinckley, Ohio 44233, Ohio. Makers shall have a two (2) day grace period following each due date within which to make payments. Payments received after said grace period shall be deemed late, shall at the election of Holder constitute an Event of Default, and shall accrue Additional Interest. The due date of **August 20, 2021** may be extended at Holder's discretion, and in such event such extension shall be memorialized in a writing executed by all Holder and all Makers.

Additional Interest. If an Event of Default (as hereinafter defined) occurs, including but not limited to the failure to repay any portion of the obligation when due, then in such event the obligation shall accrue additional interest at the rate of ten percent (10.00%) per annum (on remaining Principal and on Interest) from the date of this Demand Cognovit Note (the "Default Interest").

Prepayment. Makers may prepay this Note, in whole or in part, at any time; however, and notwithstanding anything set forth elsewhere herein, even in the event of prepayment by Makers, no less than six (6) monthly payments of Interest shall be due and owing to Holder.

Default. Upon any one or more of the following events (an "Event of Default"), at the option of the Holder of this Note, Holder may, without notice to Makers, accelerate and declare as immediately due the entire unpaid Principal Balance of the indebtedness evidenced hereby, together with all accrued but unpaid Interest, and the Default Interest, if any, and all other sums or charges due hereunder or secured by or required to be paid by Makers under this Note to become immediately due and payable, with Interest continuing to accrue:

(a) If Makers fail to pay any sum required to be paid by Makers hereunder on the date such payment is due;

(b) If Makers fail to pay any sum required to be paid following Demand by Holder;

(c) If Makers breach any other non-monetary covenant under this Note and such breach remains uncorrected for a period of 2 days following delivery of notice to Maker;

(d) If in any creditor's proceeding Makers (or either/any of them) shall consent to the appointment of a receiver or trustee;

(e) If any order, judgment or decree shall be entered, without the consent of Holder, upon an application of a creditor approving the appointment of a receiver or trustee for any property of the Maker (or either/any of them), and any such order, judgment, decree, or appointment shall not be dismissed or stayed with an appropriate appeal bond within thirty (30) days following the entry or rendition thereof; or

(f) If any Maker (i) makes a general assignment for the benefit of creditors, (ii) fails to pay debts generally as such debts become due, (iii) is found to be insolvent by a court of competent jurisdiction, (iv) voluntarily files a petition in bankruptcy or a petition or answer seeking a readjustment of debts under any federal bankruptcy law, or (v) any such petition is filed against such Maker and is not vacated or dismissed within thirty (30) days after the filing thereof.

No failure by Holder to exercise any right hereunder shall be construed as a waiver of the right to exercise the same or any other right at any time or from time to time thereafter.

Obligations Unconditional. The obligations of the Makers to make payments of any and all amounts due hereunder shall be absolute and unconditional without defense or set-off by reason

of any default whatsoever, including, without limitation, a default under any other agreement or instrument between the Holder and any of the Makers, and such payments to Holder shall not be decreased, abated, postponed or delayed for any reason whatsoever, including without limitation, any acts or circumstances that may constitute failure of consideration, frustration of purpose, failure of any person to perform or observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Note or otherwise.

Application of Proceeds. Unless otherwise required by law, all payments made by Makers under this Note and received by Holder shall be applied by Holder to the following items and in such order as Holder may determine in its sole discretion: (a) to any amounts that may be overdue on account of any of the terms, provisions, conditions or covenants contained in this Note, including, without limitation, the payment of any other liabilities, contingent or otherwise, now or hereafter owing by Maker to Holder; (b) to the additional interest on the indebtedness evidenced hereby; and (c) to the outstanding principal under this Note.

Costs. If this Note is not paid when due, whether at maturity or by acceleration, Makers promise to pay all costs of collection incurred by Holder including, without limitation, reasonable attorneys' fees to the fullest extent not then prohibited by applicable law, and all reasonable expenses and costs incurred.

Severability. In the event that any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part, or in any respect, or in the event that any one or more of the provisions of this Note shall operate, or would prospectively operate, to invalidate this Note, then, and in any such event, such provision or provisions only shall be deemed to be null and void and of no force or effect and shall not affect any other provision of this Note, and the remaining provisions of this Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

Joint and Several. Makers **CHARLES LYTLE, WILLIE F. AUSTIN, and NORTHEAST OHIO NEIGHBORHOOD HEALTH SERVICES, INC.**, state, acknowledge, and agree that they enter this Note, and undertake the obligations set forth herein, jointly and severally, and that any term, condition, covenant and agreement set forth herein is deemed a term, condition, covenant and agreement of each of them, separately, and of each of them, together. In an Event of Default, Holder may choose to pursue any Maker severally, or Makers jointly, as Holder deems fit.

Non-Waiver. In the event Holder (a) grants an extension of time for any payments of the indebtedness evidenced hereby, (b) takes security for the payment thereof, (c) accepts partial payments, or (d) otherwise exercises or waives or fails to exercise any right granted herein, no such act or omission shall constitute a waiver of any default, or extend or affect the grace period, if any, or preclude Holder from exercising any right, power or privilege herein granted or intended to be granted for any event of default. Makers hereby waive demand, presentment for payment, protest, notice of protest, and of nonpayment and any and all lack of diligence or delays in collection or enforcement of this Note.

Business Loan. Makers hereby expressly acknowledge and represent that the indebtedness evidenced by this Note is a "business loan" within the meaning of Chapter 1343 of the Ohio Revised Code.

Gender. Whenever the context so requires, the masculine gender shall include the feminine and/or neuter, and the singular number shall include the plural, and conversely in each case.

Governing Law. This Note shall be construed and enforced according to, and governed by, the laws of the State of Ohio.

WAIVER OF JURY TRIAL; VENUE. MAKERS HEREBY, AND HOLDER BY ITS ACCEPTANCE HEREOF, EACH WAIVE THE RIGHT OF A JURY TRIAL IN EACH AND EVERY ACTION ON THIS DEMAND PROMISSORY NOTE, IT BEING ACKNOWLEDGED AND AGREED THAT ANY ISSUES OF FACT IN ANY SUCH ACTION ARE MORE APPROPRIATELY DETERMINED BY THE COURTS; FURTHER, MAKERS HEREBY CONSENT AND SUBJECT THEMSELVES TO THE JURISDICTION OF COURTS OF THE STATE OF OHIO.


Confession of Judgment. Makers hereby jointly and severally authorize any attorney at law to appear in any court of record in the state of Ohio, or any other state or territory of the United States, after this Note becomes due, and waive the issuance and service of process, enter appearance and confess a judgment against Makers in favor of the Holder of this Note, for the entire amount then appearing due, together with costs of suit (including but not limited to reasonable attorney fee and expenses), and thereupon to release all errors and waive all rights of appeal and stay of execution. No such judgment obtained against any one or more of such Makers shall be a bar to any subsequent judgment against any other Maker against whom judgment has not been obtained hereon, and no such judgment obtained in respect of a particular indebtedness due hereunder shall be a bar to any subsequent judgment with respect to any other indebtedness due hereunder. Each Maker hereby expressly (a) waives a conflict of interest in an attorney retained by Holder confessing judgment against Maker upon this Note, and (b) consents to the attorney retained by Holder in receiving a legal fee from Holder for legal services rendered for confessing judgment against Maker upon this Note. A copy of this Note, certified by the Holder, may be filed in each such proceeding in place of filing the original as a warrant of attorney. In the case of an individual Maker or Makers, the death of any one or more of the Makers shall not impair the authority herein granted as to any surviving Maker.

[Signature Pages to follow]

**"WARNING-BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED**

**GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE."**

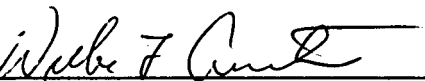
MAKER:

  
CHARLES LITTLE, in his personal capacity

**"WARNING-BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE."**

MAKER:

NORTHEAST OHIO NEIGHBORHOOD HEALTH SERVICES, INC.

By: 

Printed Name: Willie F. Austin, Sr.

Title: President & CEO

JUDGMENT FOR PLAINTIFF BY CONFESSION  
IN THE SUM OF \$ 600,000.00 AND COSTS.  
INTEREST 273.970 % O.S.J.

**"WARNING-BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE."**

MAKER:



WILLIE F. AUSTIN, Sr., in his personal capacity

Judgment rendered on this Note in the  
Court of Common Pleas of  
Cuyahoga County, Ohio for  
\$ 1,000,000.00 and for cost of suit

## COGNOVIT GUARANTY

The Guarantor, **489 CROWN POINT LLC** (an Ohio Corporation, charter no. **3842339**), in order to induce **JASON LAPONZA** (herein called the "Lender") to make a loan in the principal amount of **One Million Dollars (\$1,000,000.00)** to **CHARLES LYTLE, WILLIE F. AUSTIN, SR., AND NORTHEAST OHIO NEIGHBORHOOD HEALTH SERVICES, INC. (AN OHIO CORPORATION, CHARTER NO. 359442)**, (herein collectively called the "Borrower" or "Borrowers"), to be evidenced by the Borrower's \$1,000,000 Demand Cognovit Note, dated on or about Sept 2<sup>nd</sup>, 2020, payable to the order of the Lender (herein called the "Note"), and in consideration of other good and valuable consideration, hereby unconditionally and absolutely guarantees the punctual and full payment when due, by acceleration or otherwise, of the unpaid principal, interest, and any other obligation under the Note.

Guarantor hereby represents that:

- a. Guarantor deems it to be in the direct pecuniary and business interests of Guarantor that Lender extend or continue to extend credit to Borrower and understands that Lender is willing to extend or continue to extend credit to Borrower only upon certain terms and conditions, one of which is that Guarantor guarantee the payment of the Note, and this Guaranty is being executed and delivered in consideration of Lender extending or continuing to extend credit to Borrower and for other valuable considerations. Guarantor acknowledges that the consideration for this Guaranty is not a mere recital and is adequate regardless of actual amount.
- b. Guarantor represents that an affiliation exists between Borrowers and the Guarantor, and/or it is of value to Guarantor that Lender extend credit to Borrower.
- c. Guarantor represents that there exists and will hereafter exist economic and business contacts and activities between Borrowers and the Guarantor which will be of benefit to the Guarantor, and therefore the Guarantor believes it to be in its best interest to enter into this continuing guaranty.
- d. Guarantor represents and warrants that this Guaranty is made in furtherance of the business of the Guarantor and that the assumption by the Guarantor of its obligations hereunder will result in direct financial benefits to the Guarantor.
- e. Guarantor represents and warrants that: (i) Guarantor has legal power and right to execute and deliver this Guaranty and to perform and observe the provisions hereof; (ii) this Guaranty, when executed, is legal and binding upon Guarantor in every respect; (iii) no litigation or proceeding is pending or threatened against Guarantor before any court or any administrative agency; (iv) Guarantor has received consideration that is the reasonable equivalent value of the obligations and liabilities that Guarantor has incurred to Lender; (v) Guarantor is not insolvent, as defined in any applicable state or federal statute, nor will Guarantor be rendered insolvent by the execution and delivery of this Guaranty to Lender; (vi) Guarantor is not engaged or about to engage in any business or transaction for which the assets retained by Guarantor are or will be an unreasonably small amount of capital, taking into consideration the obligations to Lender

incurred hereunder; and (vii) Guarantor does not intend to, nor does Guarantor believe that Guarantor will, incur debts beyond Guarantor's ability to pay such debts as they mature.

Guarantor hereby agrees that:

1. The Note may be renewed, replaced with a new note, rearranged or the maturity thereof extended, from time to time and at any rate of interest, without notice to, without the consent of and without affecting the liability of, the Guarantor.

2. It shall not be necessary for the Lender to resort to or exhaust its remedies against the Borrower or against any other party liable on the Note or to resort to or marshal any property held as security therefor or pertaining thereto before calling upon the Guarantor for payment of the Note.

3. Any property now or hereafter held as security (if any) for or pertaining to the Note may be sold, exchanged, surrendered or otherwise dealt with by the Lender without notice to and without affecting the liability of the Guarantor. The Guarantor shall not have any rights or claims against the Lender by reason of any action the Lender may take or fail to take in connection with perfecting any security interest in property held as collateral for the Note or enforcing any security interest in such property.

4. All settlements, compromises, compositions, accounts stated and agreed balances with regard to the Note made in good faith between the Lender and the Borrower shall be binding upon the Guarantor.

5. The Lender, without notice to, without the consent of and without affecting the liability of the Guarantor, may modify, waive, supplement or otherwise change any of the terms, conditions, provisions, restrictions or liabilities contained in the Note or in any agreement or other instrument evidencing, securing or pertaining to the Note.

6. This Guaranty is unconditional and absolute and the Guarantor waives notice of the acceptance hereof, waives all notices to which the Guarantor might otherwise be entitled by law, waives all defenses, legal or equitable, otherwise available to the Guarantor and waives presentment, demand for payment, notice of dishonor, protest, and notice of protest and nonpayment relative to the Note. If any term or provision of this Guaranty shall be held to be invalid, illegal or unenforceable, the remaining provisions hereof shall remain in full force and effect.

7. The payment obligations of the Guarantor under this Guaranty shall be absolute, unconditional and irrevocable and shall be satisfied strictly in accordance with the terms of this Guaranty, under all circumstances whatsoever, including, without limitation, the existence of any claim, setoff, defense or right which the Guarantor or the Borrower, or any one of them, may have at any time against the Lender or any other person or entity, whether in connection with this Guaranty, the Note or the transactions contemplated hereby or any unrelated transaction.

8. The Note shall continue to be effective, or be reinstated, as the case may be, if any amount paid by or on behalf of the Borrower to the Lender with regard to such Note is rescinded, restored, or returned in connection with the insolvency, bankruptcy, dissolution, liquidation, or reorganization of the Borrower, or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any part of its property, or otherwise, all as though such payment had not been made.

9. The Guarantor hereby waives all rights it may have at law or in equity, including, without limitation, rights under any law subrogating the Guarantor to the rights of Lender, to seek contribution, indemnification, or any other form of reimbursement from Borrower, any other guarantor or any other person or entity now or hereafter primarily or secondarily liable for any obligations of Borrower to Lender, for any payment or disbursement made by the Guarantor under or in connection with this Guaranty or otherwise.

10. The Guarantor authorizes any attorney-at-law to appear before any court of record in the State of Ohio, or in any other State or Territory of the United States, after the unpaid principal, interest, and/or any obligation under the Note, becomes due, either by lapse of time or by operation of any provision for acceleration contained in the Note or in any agreement pursuant to which said Note may have been issued or secured, and to waive the issuance and service of process, to admit the maturity of the Note by reason of acceleration or otherwise, and to confess a judgment against any one or more or all of the Guarantor in favor of the Lender or any holder of the Note for the amount appearing due, together with interest thereon and costs of suit, and thereupon to release all errors and waive all rights of appeal and stay of execution. The Guarantor agrees that Lender's attorney may confess judgment pursuant to the foregoing warrant of attorney. The Guarantor further agrees that the attorney confessing judgment pursuant to the warrant of attorney may receive a legal fee or other compensation from Lender.

11. This Guaranty shall be construed in accordance with the laws of the State of Ohio and shall inure to the benefit of the Lender, its successors and assigns, and to any other holder who derives title to or an interest in this Guaranty or the Note. This Guaranty shall be binding upon the heirs, executors, administrators, successors and assigns of the Guarantor. Executed at Cuyahoga Falls Ohio on the 2<sup>nd</sup> day of August 2020.

**WARNING: BY SIGNING THIS PAPER, YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.**

Guarantor:

489 CROWN POINT LLC

*Alicia M. Lytle*

By Alicia Lytle, its sole Director



Common Pleas Court of Cuyahoga County, Ohio

DESIGNATION FORM TO BE USED TO INDICATE THE CLASSIFICATION OF THE CAUSE

Jason LaPonza

Plaintiff

Vs.

Northeast Ohio Neighborhood Health  
Defendant Services, Inc., et al.

FILED  
2025 MAY 23 10 3: 36

CLERK OF COURTS  
CUYAHOGA COUNTY

Judge: HOLLIE L GALLAGHER

CV 25 118219

Has this case been previously filed and dismissed? Yes ☐ No ☒

Case #: \_\_\_\_\_ Judge: \_\_\_\_\_

Is this case related to any new cases now pending or previously filed? Yes ☐ No ☒

Case #: \_\_\_\_\_ Judge: \_\_\_\_\_

**CIVIL CLASSIFICATIONS: Place an (X) In ONE Classification Only.**

**Professional Torts:**

- ☐ 1311 Medical Malpractice
- ☐ 1315 Dental Malpractice
- ☐ 1316 Optometric Malpractice
- ☐ 1317 Chiropractic Malpractice
- ☐ 1312 Legal Malpractice
- ☐ 1313 Other Malpractice

**Product Liability:**

- ☐ 1330 Product Liability

**Other Torts:**

- ☐ 1310 Motor Vehicle Accident
- ☐ 1314 Consumer Action
- ☐ 1350 Misc. Tort

**Workers Compensation:**

- ☐ 1550 Workers Compensation
- ☐ 1531 Workers Comp. Asbestos

**Foreclosures:**

- ☐ Utilize Separate Foreclosure Designation Form

**Commercial Docket:**

- ☐ 1386 Commercial Docket
- ☐ 1387 Commercial Docket with Foreclosure

**Administrative Appeals:**

- ☐ 1540 Employment Services
- ☐ 1551 Other

**Other Civil:**

- ☐ 1500 Replevin/Attachment
- ☐ 1382 Business Contract
- ☐ 1384 Real Estate Contract
- ☐ 1388 Consumer Debt
- ☒ 1390 Cognovit
- ☐ 1391 Other Contracts
- ☐ 1490 Foreign Judgment
- ☐ 1491 Stalking Civil Protection Order
- ☐ 1501 Misc. Other
- ☐ 1502 Petition to Contest Adam Walsh Act
- ☐ 1503 Certificate of Qualification for Employment

**Amount of Controversy:**

- ☐ None Stated
- ☐ Less than \$25,000
- ☒ Prayer Amount \$1,000,000

**Parties have previously attempted one of the following prior to filing:**

- ☐ Arbitration
- ☐ Early Neutral Evaluation
- ☐ Mediation
- ☒ None

I certify that to the best of my knowledge the within case is not related to any now pending or previously filed, except as noted above.

Weston Hurd LLP

Firm Name (Print or type)

1300 East 9th Street, Suite 1400

Address

Cleveland, OH 44114

Address

216-241-6602

Phone

Eric M. Kyser

Attorney of Record (Print or Type)

0093927

Supreme Court #

ekyser@westonhurd.com

Email Address

[Signature]  
Signature