

IN THE COURT OF COMMON PLEAS FRANKLIN COUNTY, OHIO  
CIVIL DIVISION

WOOD, :  
 :  
 Plaintiff, :  
 :  
 vs. : Case No. 23cv004452  
 :  
 KOVALKOV, et al., : Judge David Young  
 :  
 Defendant. :

DEFENDANTS' REPLY TO PLAINTIFF'S CONTRA DEFENDANTS' OBJECTION TO  
MAGISTRATE'S OCTOBER 11, 2023 ORDER

Defendants' briefly reply to Plaintiff's Memo Contra. Plaintiff failed to respond to any of the following points in its Memo Contra.

1. No eviction hearing had been requested or scheduled at the time Defendants' purchased their tickets.
2. The Court did not coordinate with the parties when it scheduled the eviction hearing.
3. Defendants have not refused to appear remotely; however, Defendants feel that they cannot fully and adequately defend the eviction through remote appearance and there is a strong chance that technical issues will arise with a remote appearance originating in Russia.
4. Assuming any rental agreement existed, Plaintiff never charged fair market value rent, and Defendants have deposited with Plaintiff's attorney all the alleged rent for 2023 (payment of the property taxes). Plaintiff cannot complain of being deprived of fair market value rent.
5. Defendants never accused Plaintiff's counsel of having access to Defendants' emails; however, Plaintiff (while residing in Ohio) did install parental control software on Defendant Kovalkova's computer which would allow Plaintiff to use and control that computer. This was

discovered after Plaintiff admitted tracking Defendants' Toyota Forerunner through GPS software.

6. Despite having an opportunity to do so, Plaintiff never explains why she waited almost three months before requesting an eviction hearing. This matter was transferred on June 23, 2023. An eviction hearing was not requested until September 2023. In fact, Plaintiff could have paid the transfer fee, expedited the transfer to common pleas court, and obtained an even quicker eviction hearing. Plaintiff did none of that.

7. There has been no showing by the Court that no dates are available in November or December 2023.

8. According to the Defendants, Plaintiff was born in the Ukraine. Plaintiff fails to deny that in their memo contra. So Plaintiff and Defendants have ties to Ukraine.

9. Contrary to Plaintiff's claim, Defendants have not postponed the eviction hearing for most of the year. Plaintiff has had since June 23 to request an eviction hearing and has threatened to do so on many occasions, but waited until September to finally request such a hearing.

10. Plaintiff would not be prejudiced and inconvenienced by this one delay as, throughout the entire summer, Plaintiff has not been interested in an expedited hearing, having failed to request one.

11. Plaintiff claims that Defendants made the nonsensical claim that the parties agreed to put the deed in Plaintiff's name because the Defendants could not obtain financing. Later, Defendants did a cash purchase of the property. According to Plaintiff, somehow this affects Defendants' credibility. Yet, in an October 2016 email, Plaintiff basically states that she wants



The bottom line is Plaintiff will be out nothing if the matter is continued for two weeks because she never paid anything for the house. Plaintiff's email of October 19, 2016 sums it up:

Отправитель: **Nadia Wood** wood0810@gmail.com  
Тема: Money for the house  
Дата: 19 октября 2016 г., 11:58  
Кому: Larisa larisa.kovalkova@gmail.com



I just bought cashier's check for \$150,604.95. I will take it to title company this afternoon and sign everything. The sale will close on Monday when the sellers will sign. The title company holds the money until everything is complete.

To buy the check, I took \$148,000 from your savings and left some money behind there so the account is not empty.

I took the rest, \$2,604.95, from my savings. You already paid me back \$320 for inspection, but I also paid \$300 for appraisal. So at some point, please give me back \$2,900.

When everything closes on Monday, we also need to pay Greg the realtor \$1,000.

That's it!  
Nadia

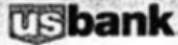
“To buy the check [cashier's check to pay for the house], I took \$148,000 from **your savings** and left some money behind there so the account is not empty. I took the rest, \$2,604.95, from my savings. You already paid me back \$320 for inspection, but I also paid \$300 for appraisal. So at some point, please give me back \$2,900.” (emphasis added)

And we have a corresponding withdrawal slip:

Отправитель: **U.S. Bank Alerts** 1800USBanks@alerts.usbank.com  
Тема: U.S. Bank Transaction Completed  
Дата: 19 октября 2016 г., 12:18  
Кому: larisa.kovalkova@gmail.com



Your transaction is completed.  
[View](#) this email as a Web page. [View](#) our Security Policies.



Account Number ending in 7131  
Transaction Date: 10/19/2016  
The following transaction completed: Withdrawal greater than \$10.00  
Transaction Amount: \$148,000.00

For more information about your transactions, log in to U.S. Bank Online Banking at [usbank.com](http://usbank.com) to view your transaction detail.

Please do not respond to this message. If you would like to contact us, please log in to U.S. Bank Online Banking at [usbank.com](http://usbank.com) and send a message to Customer Service.

You are receiving this email because you signed up for alerts through U.S. Bank Online Banking. If you no longer wish to receive this alert, log in to U.S. Bank Online Banking at [usbank.com](http://usbank.com) to temporarily disable or permanently delete this alert.

U.S. Bank Online Banking

Find us on: [usbank.com](http://usbank.com) 800 US BANKS (872-2657)

Respectfully submitted,

*/s/ Andrew J. Ruzicho II*

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Attorney for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Plaintiff's Reply has been served on the party listed below by the Court's e-filing system this 23rd day of October, 2023.

Alex Castle, Esq.  
Cassone Law Offices, LLC  
5086 N. High Street  
Columbus, Ohio 43214

*/s/ Andrew J. Ruzicho II*

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ANDREW J. RUZICHO II (0064024)