

1st JUDGMENT

FRANKLIN COUNTY MUNICIPAL COURT  
COLUMBUS, FRANKLIN COUNTY, OHIO 43215-4593  
CERTIFICATE OF JUDGMENT

CITY OF COLUMBUS  
C/O ZACH KLEIN COLUMBUS CITY ATTY  
ZONE INITIATIVE  
375 S HIGH ST 17TH FL  
COLUMBUS, OH 43215  
PLAINTIFF(S)

CASE NUMBER: 2019 EVH 060703  
(THIS NUMBER MUST BE USED  
ON ALL REFERENCES)

DATE OF JUDGMENT: 06/24/22

AMOUNT OF JUDGMENT: \$ 7,000.00

VS.

HEMI HOLDINGS LLC  
417 REINHARD AVENUE  
COLUMBUS, OH 43206  
AND  
REAL PROPERTY 200 DANA AVENUE  
200 DANA AVENUE  
COLUMBUS, OH 43223  
DEFENDANT(S)

NO SUCH MAIL  
DELIVERED TO MY  
HOME

NO MAILBOX  
@ PROPERTY

3 % PER ANNUM  
INTEREST FROM: 06/24/22

COSTS (UNPAID): 139.00

STEPHEN DUNBAR 0076730  
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF THE  
JUDGMENT RENDERED IN THIS COURT IN THE ABOVE ENTITLED ACTION IN FAVOR  
OF CITY OF COLUMBUS, AND AGAINST HEMI HOLDINGS LLC AND REAL PROPERTY  
200 DANA AVENUE COLUMBUS OHIO 43223

DATE: July 18, 2022

LORI M. TYACK, CLERK  
FRANKLIN COUNTY MUNICIPAL COURT  
COLUMBUS, FRANKLIN COUNTY, OHIO

BY: CLERK 8499 DEPUTY CLERK



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FRANKLIN COUNTY MUNICIPAL COURT  
COLUMBUS, FRANKLIN COUNTY, OHIO  
43215-4593

**CERTIFICATE OF JUDGMENT  
FOR LIEN UPON LANDS  
AND TENEMENTS  
OR TRANSFER**

Filed: , 20  
at o' clock M.

**DOCKETED IN JUDGMENT DOCKET**

Number:  
Page:  
Clerk of Courts,  
County, OHIO,  
By: Deputy Clerk

**THE JUDGMENT OR DECREE HEREIN HAS BEEN SATISFIED AND THE LIEN  
OF THE SAME CANCELED AND RELEASED ON: , 20 .**

LORI M. TYACK, CLERK  
FRANKLIN COUNTY MUNICIPAL COURT  
COLUMBUS, FRANKLIN COUNTY, OHIO  
43215-4593

**BY: DEPUTY CLERK**

\*\*

**PRAECIPE**

**Request for Filing Certificate of Judgment Lien (2329.02 O.R.C)  
in the GENERAL DIVISION, COURT OF COMMON PLEAS  
Franklin County, Ohio**

*FIRST JUDGMENT*

COLUMBUS CITY ATTORNEYS OFFICE

CASE NUMBER:

19EVH60703

*22JG057529*

-vs-

HEMI HOLDINGS LLC

**TO THE CLERK: ISSUE A CERTIFICATE OF JUDGMENT LIEN IN FAVOR OF:  
JUDGMENT CREDITOR:**

COLUMBUS CITY ATTORNEYS OFFICE  
375 S HIGH STREET  
17TH FLOOR  
COLUMBUS, OH 43215-0000

**AGAINST:**

JUDGMENT DEBTOR:

REAL PROPERTY LOCATED AT  
200 DANA AVENUE  
COLUMBUS, OH 43223-0000

*← NO mailbox or RECEPTACLE  
AT THIS ADDRESS!*

**AGAINST:**

JUDGMENT DEBTOR:

HEMI HOLDINGS LLC  
417 REINHARD AVENUE  
COLUMBUS, OH 43206-0000

*CORRECT ADDRESS  
DID NOT RECEIVE.  
NO MAIL DELIVERED to me  
CHECK w/CLERK for CERTIFIED MAIL  
RECEIPTS*

FRANKLIN COUNTY LIEN NO.

TOTAL JUDGMENT AMOUNT \$7000.00 INTEREST % 3.00

DATE FROM: 06/24/2022 COST \$139.00

DATE OF JUDGMENT: 06/24/2022

ISSUED TO: FRANKLIN COUNTY

ATTORNEY: STEPHEN C DUNBAR PHONE NO. 614-645-6914

IN THE FRANKLIN COUNTY MUNICIPAL COURT  
ENVIRONMENTAL DIVISION  
COLUMBUS, OHIO

FILED

2024 SEP 10 AM 8:44

CITY OF COLUMBUS, OHIO,

Plaintiff,

v.

HEMI HOLDINGS, LLC, ET AL.

Defendants.

Case No. 2019 EVH 60703

JUDGE STEPHANIE MINGO

**SECOND AWARD OF JUDGMENT**

This matter came before this Court on Plaintiff's Second Motion to Reduce Civil Contempt Fines to Judgment. Based on Plaintiff's motion and the Court's orders from January 22, 2021 and February 24, 2022, this Court Adjudges and Decrees as follows:

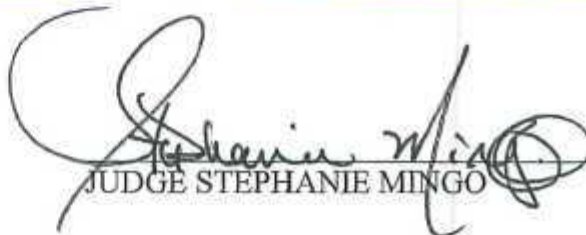
1. Plaintiff City of Columbus is awarded judgment against defendant Hemi Holdings, LLC and against the real property located at 200 Dana Avenue, Columbus, Ohio 43223, Parcel No's. 010-011710-00 in the amount of Eighty-Three Thousand Two Hundred Dollars (\$83,200.00) plus costs and interest, for daily fines that accrued between May 6, 2022 and August 7, 2024.
2. This judgment shall be certified as a lien against the real property located at 200 Dana Avenue, Columbus, Ohio 43223, Parcel No's. 010-011710-00 and all other real property owned by the defendant in Franklin County, Ohio.

**The case will remain open and is currently set for a Motion Hearing on Monday, September 16, 2024 at 9:30 a.m.**

**This is a FINAL and APPEALABLE Order of this Court. The clerk is instructed to serve the parties pursuant to Civ. R. 58.**


SEP 09 2024

Date: \_\_\_\_\_

  
JUDGE STEPHANIE MINGO

Submitted by: \_\_\_\_\_

**CITY OF COLUMBUS, DEPARTMENT OF LAW  
ZACH KLEIN, CITY ATTORNEY**

  
Stephen C. Dunbar (0076730)  
Assistant City Attorney  
375 S. High Street, 17<sup>th</sup> Floor  
Columbus, Ohio 43215  
614-645-6914 (Tel.) 614-645-6548 (Fax.)  
[scdunbar@columbus.gov](mailto:scdunbar@columbus.gov)  
*Counsel for Plaintiff, City of Columbus*

Copies to:

Stephen C. Dunbar  
Assistant City Attorney  
375 S. High Street, 17<sup>th</sup> Floor  
Columbus, Ohio 43215  
*Counsel for Plaintiff City of Columbus*

James A. Coutinho, Esq.  
Allen Stovall Neuman & Ashton, LLP  
10 West Broad Street, Suite 2400  
Columbus, Ohio 43215  
*Counsel for Receiver*

Jacob H. Levine, Esq.  
716 Mt. Airyshire Blvd. Suite 150  
Columbus, Ohio 43235  
*Counsel for Defendant Hemi Holdings, LLC*

NOT FORWARDED  
OR COPY PROVIDED TO ME

Equity Trust Company  
c/o Michael Dea  
1 Equity Way  
Westlake, Ohio 43206  
*Defendant*

~~Quest IRA Inc.  
17171 Park Row Drive, Suite 100  
Houston, Texas 77054  
*Defendant*~~

Zion 615, LLC  
c/o Mary R. France Murphy  
6622 Estate View Drive S  
Blacklick, Ohio 43004  
*Defendant*

Ginnan O. Martin, Esq.  
Assistant Prosecuting Attorney  
373 S. High Street, 17<sup>th</sup> Floor  
Columbus, OH 43215  
*Defendant*

← SCANNED

FILED

FRANKLIN COUNTY MUNICIPAL COURT  
ENVIRONMENTAL DIVISION  
COLUMBUS, OHIO

2024 OCT 22 PM 12:36

FRANKLIN COUNTY  
MUNICIPAL COURT  
060703M TYACK

CITY OF COLUMBUS

*Plaintiff,*

V.

HEMI HOLDINGS LLC, ET AL.,

*Defendants.*

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CASE NO. 2019 EVH 060703M  
JUDGE STEPHANIE MINGO

ENTRY VACATING SEPTEMBER 10, 2024 SECOND AWARD OF JUDGMENT

AND

GRANTING DEENDANT'S UNOPPOSED MOTION TO ENLARGE TIME

AND

GRANTING DEFENDANT'S MOTION FOR CONTINUANCE OF SEPTEMBER 16, 2024, HEARING

This matter came before the Court upon a Motion to Reduce Civil Contempt Fines for a Second Award of Judgment ("Plaintiff's Motion") filed on August 20, 2024, by Plaintiff City of Columbus ("Plaintiff") and Defendant HEMI Holdings Inc.'s ("Defendant") Unopposed Motion to Enlarge Time and for Continuance of September 16, 2024 Hearing, filed on September 3, 2024 ("Defendant's Motion").

The Court granted Plaintiff's Motion with a Second Award of Judgment issued on September 9, 2024. However, Counsel Jacob Levine for Defendant HEMI Holdings LLC ("Defendant") had filed a Motion to Enlarge Time ("Defendant's Motion") to extend the time for Defendant to respond to Plaintiff's Motion. The docketing of the Defendant's Motion overlapped

with the Court's signing of the Second Award of Judgment. Thus, the Court was unaware of the Defendant's Motion before issuing the Judgment.

Therefore, the Court hereby:

- **VACATES** the September 9, 2024, Second Award of Judgment.
- **GRANTS** Defendant's Motion to extend the time period for responding to Plaintiff's Motion and continuing the September 16, 2024 hearing date.
- **SCHEDULES a Motion Hearing for Monday, December 9, 2024, at 12:00 p.m.**

This Motion Hearing will address both Plaintiff's Motion to Reduce Fines to Judgment, filed on August 20, 2024, and Plaintiff's Motion to Appoint Receiver, filed on September 3, 2024.

The Court orders the Clerk to serve upon all parties notice of this Order and its date of entry upon the journal.

**IT IS SO ORDERED.**

10-21-24  
DATE

  
JUDGE STEPHANIE MINGO

Copies to:

All parties in interest.

DEC 9th 2025

IN THE FRANKLIN COUNTY MUNICIPAL COURT  
ENVIRONMENTAL DIVISION

City of Columbus, Ohio,

Plaintiff,

vs.

HEMI Holdings LLC, et al.,

Defendants.

Case No. 2019 EVH 60703

Judge Stephanie Mingo

FILED  
Franklin County Municipal Court

Property Address:

200 Dana Ave.  
Columbus, OH 43223

DEC 09 2024

LORI M. TYACK, CLERK

By \_\_\_\_\_  
Deputy Clerk

Parcel No. 010-011710-00

**ORDER APPOINTING RECEIVER AND APPROVING REHABILITATION PLAN**

This matter comes before the Court on the *Motion to Appoint Receiver* (the "Motion") filed by the Plaintiff City of Columbus, Ohio. Through the Motion and pursuant to R.C. § 3767.41, the Plaintiff requests that the Court appoint a receiver over the real property identified in the caption (the "Property") to abate the public nuisance at the Property. The Plaintiff recommends that New Perspective Asset Management, LLC ("NPAM"), through its principals Dana Milligan and Shawn Parker, be appointed as receiver in this case. The Plaintiff further seeks approval of NPAM's professionals to assist in this matter.

A copy of the Motion and the proposed order was served on all parties to this case, including the owner of the Property and all known lienholders on the property (the "Lienholders"). Sufficient time lapsed for an objection to the Motion to be filed, and no objection was filed.

Upon consideration of the Motion, the Court finds the Motion to be well-taken and it is **GRANTED**. Pursuant to R.C. § 3767.41, the Court finds that it is appropriate to appoint a receiver over the Property for the purpose of abating the public nuisance at the Property.

The Court makes the following findings:

A. Jurisdiction and venue are appropriate in this Court because of the Property being in Franklin County, Ohio.

IMAGE



B. This is a public nuisance abatement action involving the Property. The City filed claims under R.C. § 3767.41 (buildings found to be a public nuisance) and the Columbus City Code. The owner of the Property has failed to adequately maintain the Property, causing it to deteriorate to the point where it is now a hazard to public health, safety, and welfare in violation of Ohio law and the Columbus City Code.

C. The Court has previously ordered the owner of the Property to bring the Property into compliance. The owner of the Property and the Lienholders have been on notice of this Court's orders related to the Property and have had a substantial amount of time to bring the Property into compliance. They have not done so, leading to the need for this Court to appoint a receiver to rehabilitate the Property.

D. All prerequisites to the appointment of a receiver over the Property as required by R.C. § 3767.41 have been met, as follows:

- a. The Court has previously determined that the Property is a public nuisance, and the Property remains in that condition. R.C. § 3767.41(C)(2).
- b. The Court has determined that the owner of the Property has been afforded a reasonable opportunity to abate the public nuisance and has refused or failed to do so in violation of the Court's orders. *Id.*
- c. Each of the Lienholders and other parties with an interest in the Property has had an opportunity to undertake the work to abate the public nuisance and has not committed to or submitted a plan to do so. *Id.*
- d. NPAM, being a qualified third-party that is willing to undertake the work, has submitted a viable financial and construction plan for the Property. R.C. §

3767.41(C)(3) (the "Rehabilitation Plan"). The Rehabilitation Plan submitted by NPAM meets all requirements of R.C. § 3767.41(D) and is approved.

- e. The Court finds that NPAM and its professionals do not have an interest adverse to the receivership estate or any party to this case, have no interest in the outcome of the case, and are, therefore, disinterested.

E. The Court finds that the appointment of a receiver under R.C. § 3767.41 is an appropriate remedy for the abatement of the public nuisance in this matter, and it is an appropriate solution for the rehabilitation of the Property.

It is therefore ORDERED as follows:

#### **APPOINTMENT OF RECEIVER**

1. **Appointment of Receiver.** New Perspective Asset Management, LLC, through its principals Dana Milligan and Shawn Parker, is immediately appointed as receiver (the "Receiver") over the Property.
2. **Purpose of Receivership.** The purpose of this receivership is for the Receiver to abate the public nuisance at the Property and rehabilitate the Property in accordance with the Rehabilitation Plan.
3. **Approval of Rehabilitation Plan and Financing.** The Rehabilitation Plan is approved in all respects. Further, the financing plan proposed by the Receiver in the Rehabilitation Plan is reasonable and appropriate under the circumstances. The financing plan is approved, permitting the Receiver to borrow funds from the proposed lender and provide to that lender a first and best lien on the Property.

Property (collectively, the "Revenues"), and pay from the Revenues all Receivership Expenses (as defined below). The Receiver has the authority to receive and endorse, as necessary, present for payment, and/or collect any check, money order, credit card account, or other form of payment payable as rent or other proceeds in relation to the Property.

e. **Leases and Executory Contracts; Tenant Matters.** Subject to Court approval, the Receiver may cancel any leases or executory contracts related to the Property if the performance of same would not be beneficial to the receivership estate. The Receiver is permitted to assign leases and executory contracts as permitted by the terms of such contracts or leases and subject to Court approval. If there is any occupant or tenant at the Property, the Receiver, upon presentation of a *bona fide* lease agreement, shall take control of the leasing arrangement in the stead of the Property owner. The Receiver is permitted to require evidence of any leasing arrangement and any pre-payments of rent of more than a month must be substantiated by appropriate bank records. Regardless of the term of any lease, the Receiver is authorized and directed to evict a tenant if the conditions at the Property are not appropriate for habitation and those matters cannot be quickly resolved within the financial constraints of the case.

f. **Receivership Expenses.** The Receiver may incur and pay such expenses and obligations coming due after the date of the Receiver's appointment as may be necessary or appropriate for such maintenance, protection, preservation, or operation of the Property, or necessary expenses in carrying out the directions of this order (collectively, the "Receivership Expenses"). Receivership Expenses include, without limitation: all taxes and assessments; insurance premiums for Property; utility expenses; operating expenses; lease obligations; interest on loans; and compensation for the Receiver and any professionals. The expenses for title services to be incurred are approved in all respects and can be paid by the Receiver when incurred.

g. **Pre-receivership Liabilities.** The Receiver is not liable for any expenses or accounts related to the Property which were incurred prior to the effective date of this order, including any mortgage on the Property. Notwithstanding the foregoing or anything that may be construed to the contrary, in the Receiver's discretion, the Receiver is authorized to (but is not obligated to) pay those expenses and accounts incurred prior to this order (including, without limitation, tax, lease, mortgage, utility, and vendor obligations) to the extent that the payment of any such pre-existing expense or account payable is necessary or desirable for the preservation of the Property. The Receiver is specifically authorized to pay any expenses that have been incurred in relation to its appointment, including title costs incurred prior to the appointment.

h. **Borrow Money.** After Court approval, the Receiver may borrow money on interest to complete the Rehabilitation Plan in exchange for which the Receiver may issue a Receiver's Certificate of Indebtedness or a promissory note. Any certificate or note issued by the Receiver may be secured by a mortgage which will be a first and best lien on the Property. Any mortgage granted by the Receiver will be superior to any claims of the Receiver unless otherwise agreed by the mortgagee. The Court specifically approves the financing arrangement set forth in the Rehabilitation Plan. The terms of the financing plan

are approved such that if the Receiver uses a different lender on the exact same terms of the financing plan, no further Court approval is required to use a different lender. The Receiver may advance money to the receivership estate as is necessary for preservation of the Property or emergencies, which amounts may be paid back to the Receiver when funds become available without further Court order.

i. **Bank Accounts.** The Receiver may establish a new bank account for the receivership estate at the Receiver's discretion, or the Receiver may use its own accounts, provided that the Receiver has appropriate accounting controls. The Receiver will deposit all funds of the receivership estate into the receivership accounts and will make all payments and disbursements from the receivership estate from that account. Funds of the receivership are further authorized to be held in the trust account of any legal professional employed by the Receiver or in title company escrow.

j. **Sale of Property.** The Receiver is authorized to market the Property for sale immediately but will comply with all provisions of R.C. § 3767.41 for the sale of the Property, including obtaining Court approval. The Receiver will work with the Broker to ensure that the marketing of the Property appropriately informs potential purchasers of the Court approval process and any non-standard real estate purchase matters. The Property will be sold for the highest and best return to the receivership estate at the discretion of the Receiver.

k. **Employment of Professionals.** The Receiver may choose and employ, upon notice and Court approval, professionals as the Receiver deems advisable or necessary in the performance of duties and responsibilities under the authority granted by this order, on the terms and conditions as the Receiver determines to be in the best interests of the receivership estate. Compensation to professionals employed by the Receiver will not be paid without Court approval. The Receiver is authorized to employ Allen Stovall Neuman & Ashton, LLP, as counsel for the Receiver; and New Perspective Realty as real estate broker, both under the terms and conditions set forth in the Motion. No Court approval is required for the Receiver to hire and pay a landlord-tenant attorney for eviction cases provided that the pricing for the work to be performed is in line with local prices.

l. **Lawsuits and Settlements.** The Receiver may initiate, defend, or take any other action in law in the name of the receivership estate that may be required during the course of this matter, including any case related to the eviction of tenants or the foreclosure on a lien for the Receiver's fees and expenses.

m. **Books.** The Receiver shall prepare and maintain complete books, records, and financial reports of the income and expenses associated with this case, and all other appropriate records. All costs of maintaining the books and records of the receivership estate are Receivership Expenses that are reimbursable to the Receiver.

n. **Receivership Tax Returns.** The Receiver will prepare and file any tax returns related to the receivership estate as may be required at law. All costs of completing

tax returns are Receivership Expenses. The Receiver is permitted to retain funds necessary for tax services after the close of this case or prepay for those services as necessary.

o. **Other Actions.** The Receiver may undertake all other actions, including, without limitation, executing documents on behalf of the receivership estate that are, in its judgment, necessary or appropriate to accomplish the directions of this order.

#### **COOPERATION WITH AND DELIVERY TO RECEIVER**

5. **Delivery to Receiver.** Any person or entity served with a copy of this order, immediately or within such time as permitted by the Receiver in writing, are ordered to cooperate with the Receiver in the transition of the management of the Property and shall deliver or make available to the Receiver possession and custody of the Property and all appurtenant documentation, keys, leases, and other items reasonably requested by the Receiver.

6. **Cooperation.** All persons or entities served with a copy of this order must cooperate fully with the Receiver in the performance of its duties. This cooperation includes but is not limited to providing any information to the Receiver that the Receiver deems necessary to exercising the authority and discharging the responsibilities of the Receiver.

#### **BOND AND LIMITED LIABILITY OF RECEIVER**

7. **Bond.** NPAM has served as Receiver before this Court in over 100 cases and has served in a competent and professional manner throughout. The Revised Code does not require a bond. *See* R.C. § 3767.41(F) (a “receiver...*may* be required by the judge to post a bond...”) (emphasis added). Because NPAM has proven its ability to serve in this capacity, no bond is required.

8. **Business Judgment.** In carrying out their duties as set forth herein, the Receiver and its agents are entitled to exercise their authority in performing their duties under this order in their own sound business judgment. The Receiver is not liable for actions taken or decisions made in performing its duties under this order that are based upon the exercise of reasonably prudent

business judgment. Anyone engaged by the Receiver in connection with this case will not be liable for actions taken or decisions made by them in performing their duties relating to this order so long as such actions and decisions are based upon the exercise of reasonably prudent business judgment.

9. **No Personal Liability.** No expenses, obligations, liabilities, or risks incurred by the Receiver or its professionals in connection with the maintenance, preservation, or operation of the Property or in the performance or fulfillment of its duties are the personal expense, obligation, liability, or risk of the Receiver; rather, they are exclusively the expense, obligation, liability, and risk of the receivership estate.

### STAY AND INJUNCTION

10. **Stay and Injunction.** Except for where there is leave of the Court, during the pendency of the receivership ordered herein, the landowner, all creditors of the landowner, parties in interest, sheriffs, marshals, and other officers, and their respective attorneys, servants, agents, and employees, and all other persons, firms, and corporations are enjoined and stayed from taking any action to establish or enforce any claim, right, or interest related to the Property or against the Receiver, receivership assets, or the Receiver's duly authorized agents acting in their capacities as such, including, but not limited to, the following actions:

- a. Commencing, prosecuting, litigating, or enforcing any suit, except that actions may be filed to toll any applicable statute of limitations;
- b. Enforcing any lien upon, or taking or attempting to take possession of, or retaining possession of, the Property, its improvements and appurtenant assets, or attempting to foreclose, forfeit, alter, or terminate any of the Receiver's interests in property, whether such acts are part of a judicial proceeding or otherwise;
- c. Using self-help or executing or issuing, or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with, or creating or enforcing a lien upon any property, wherever located, owned by or in the possession of the Receiver, or any agent of the Receiver;

d. Doing any act or thing to interfere with the Receiver taking control, possession, or management of the property subject to the receivership, or to in any way interfere with the Receiver or its duties, or to interfere with the exclusive jurisdiction of this Court over the Property.

11. **Redemption of Property.** In accordance with R.C. § 3767.41(J)(1)(b), the Receiver will not be discharged until all costs, expenses, and fees of the receivership have been paid in full. The Receiver is authorized to pause work on the Property in its sole and absolute discretion if the Property owner or an interested party agrees in writing to redeem the Property from the receivership process by paying the costs, expenses, and fees of the receivership. If there is no agreement for the redemption in writing, the Receiver may, in its sole and absolute discretion, continue the work it was ordered to complete. If the Receiver has entered into a purchase contract with a potential buyer for the Property, any redemption of the Property must further pay the earned fee of the Broker (to the extent that it was earned under Ohio law) and any title costs already incurred by the Receiver. If a party proposing to redeem the Property fails to timely make payment as agreed, the Receiver may immediately proceed under this order without further delay. Any action by the Receiver to facilitate the possible redemption of the Property by the owner or an interested party will not constitute a waiver of any right or remedy under this order. In acting on any redemption of the Property, the Receiver is permitted to work and consult with the City of Columbus and take into account whether or not the City wants to see the Receiver complete the work at the Property.

#### **RECEIVER'S REPORTS TO THE COURT AND COMPENSATION**

12. **Receiver's Reports.** The Receiver is not required to file written reports unless it deems it appropriate. Rather, the Receiver will report to the Court from time to time at regular status conferences and will also file a report at or near the time of the sale of the Property, which report will include before and after pictures.

13. **Compensation.** The Receiver and all personnel hired by the Receiver, including counsel to the Receiver, are entitled to reasonable compensation for the performance of duties in this case and for the cost of actual and reasonable out-of-pocket expenses incurred by them for those services. All compensation to the Receiver and its counsel will be taxed as court costs and will have administrative priority in this matter and shall be entitled to be paid in priority to all other liens upon the property, including but not limited to taxes and assessments, but excepting other expenses of this action. The Receiver and its counsel are authorized to seek compensation for time spent and expenses incurred preparing the Rehabilitation Plan and completing other pre-receivership work that was actual and necessary to advance the receivership process, provided, however, that all such matters are subject to Court approval after appropriate notice and opportunity to object is given to all parties.

14. **Fee Applications.** The Receiver may file periodic requests for the payment of compensation of the Receiver or any hired professionals. The requests for compensation will itemize the time and nature of services rendered by the Receiver and all personnel hired by the Receiver in increments of no greater than one-tenth of an hour. The Receiver and all personnel hired by the Receiver may make annual adjustments to their compensation schedule in accordance with their standard business practices, provided that such increases be identified in any fee application, which are then subject to Court approval. The Receiver will be compensated on an hourly basis in accordance with the fee schedule attached as Exhibit B to the Motion. Counsel for the Receiver will be compensated at a rate that is their normal hourly rate reduced by \$30 per hour for attorneys.



15. **Broker.** The Receiver is authorized to employ New Perspective Realty, LLC, dba Parker Realty Associates (the "Broker"), to market the Property for sale, with any such proposed sale and any compensation to be paid to the Broker subject to further order of the Court. The Receiver may not charge hourly rates for matters traditionally included in broker and auctioneer commissions (i.e. marketing efforts).

**EFFECTIVE DATE AND RETENTION OF JURISDICTION**

16. **Effective Date.** This order and the injunction contained within will be in full force and effect as of the date it is entered by the Clerk of this Court, and the Receiver will be empowered pursuant to this order upon the filing of the Receiver's oath.

17. **Jurisdiction.** The Court will retain jurisdiction over the Property and its condition through the termination of the receivership and the termination of this matter. Any purchaser of the Property will remain subject to this Court's jurisdiction as to any warranties or representations made during the sale process.

**IT IS SO ORDERED.**

12-9-24  
Date

  
Judge Stephanie Mingo

**SUBMITTED BY:**

CITY OF COLUMBUS, DEPARTMENT OF LAW  
ZACH KLEIN, CITY ATTORNEY

/s/ Stephen C. Dunbar  
Stephen C. Dunbar (0076730)  
Assistant City Attorney  
375 South High Street, 17<sup>th</sup> Floor  
Columbus, Ohio 43215  
Phone: (614) 645-6914  
Fax: (614) 645-6548  
scdunbar@columbus.gov

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Plaintiff's Motion to Reduce Civil Contempt Fines to Second Judgment was served by regular U.S. Mail this 16 day of August, 2024 to the following:

Jacob H. Levine, Esq.  
716 Mt. Airyshire Blvd. Suite 150  
Columbus, Ohio 43235  
*Counsel for Defendant Hemi Holdings, LLC*

NO NOTICE & COPY PROVIDED TO ME

Equity Trust Company  
c/o Michael Dea  
1 Equity Way  
Westlake, Ohio 43206  
*Defendant*

Quest IRA Inc.  
17171 Park Row Drive, Suite 100  
Houston, Texas 77084  
*Defendant*

Zion 615, LLC  
c/o Mary R. France Murphy  
6622 Estate View Drive S  
Blacklick, Ohio 43004  
*Defendant*

James A. Coutinho, Esq.  
Allen Stovall Neuman & Ashton, LLP  
10 West Broad Street, Suite 2400  
Columbus, Ohio 43215  
*Counsel for Receiver*

Ginnan O. Martin, Esq.  
Assistant Prosecuting Attorney  
373 S. High Street, 17<sup>th</sup> Floor  
Columbus, OH 43215  
*Defendant*



Stephen C. Dunbar (0076730)  
Assistant City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Situated in the County of Franklin, in the State of Ohio and in the City of Columbus and being further described as follows:

Being Lot Number Nineteen (19) and the north half of Lot Number Twenty (20), of DANA AVENUE ADDITION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 7, Page 264, Recorder's Office, Franklin County, Ohio.

Address: 200 Dana Avenue, Columbus, Ohio 43223

Parcel Number: 010-011710

**RECEIVER'S LOAN AGREEMENT**  
**200 Dana Avenue, Columbus, Ohio 43223**

THIS RECEIVER'S LOAN AGREEMENT (this "Loan Agreement"), dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between NEW PERSPECTIVE ASSET MANAGEMENT, LLC., in its capacity as Receiver in Case No. 2019 EVH 60703 of the Franklin County Municipal Court, Environmental Division ("Borrower") and **CENTRAL OHIO COMMUNITY IMPROVEMENT CORPORATION**, an Ohio non-profit corporation under Chapter 1702 of the Ohio Revised Code and a community improvement corporation and county land reutilization corporation under Chapter 1724 of the Ohio Revised Code ("Lender").

BACKGROUND

- A. The Franklin County Municipal Court, Environmental Division (the "Court") entered its order on \_\_\_\_\_, 2024, in Case No. 2019 EVH 60703 (the "Litigation"), appointing Borrower as receiver of and for the real property standing and titled in the name of HEMI Holdings LLC, et al., upon which exists a public nuisance.
- B. Lender, in pursuit of its purpose as a county land reutilization corporation, is amenable to providing financing to Borrower for the abatement of such public nuisance in the amount of Forty-Five Thousand Dollars (\$45,000).
- C. By order entered on \_\_\_\_\_, 2024, in the Litigation, the Court has approved the form of and Receiver's entering into the financing arrangement with Lender, all as specifically set forth in the Loan Documents, as such term is hereinafter defined.

WITNESSETH:

In consideration of the covenants contained herein and other valuable consideration, Lender and Borrower agree as follows:

1. DEFINITIONS

In addition to the terms defined above, the following terms shall have the following meanings:

1.1. "Approved Plan" means the financial and construction plan for the abatement of the public nuisance and rehabilitation of the buildings on the Mortgaged Property, and specifically the Loan and Loan Documents, all as approved by the Court in conformity with Ohio Revised Code Section 3767.41(D).

1.2. "Event of Default" shall mean (a) Borrower fails to make any payment of either principal or interest as provided in the Note; (b) Borrower fails to perform any other obligation in any of the Loan Documents and does not complete the cure of that failure within 10 days after written notice from Lender of such failure; (c) any proceeding is commenced under the Bankruptcy Code, or under any present or future state or federal insolvency law, that implicates the Mortgaged Property; (d) an assignment is made for the benefit of creditors that implicates the Mortgaged Property; or (e) any action is commenced by any third party to foreclose any lien against the Mortgaged Property.

1.3. "Governmental Authorities" shall mean the United States, the state in which the Mortgaged Property is located and any political subdivision, agency, department, commission, board, bureau or instrumentality of either of them, including any local authorities, which exercises jurisdiction over the Project or the Mortgaged Property.

1.4. "Initial Advance" shall mean the first advance of Loan proceeds, which shall be Twenty-Four Thousand Dollars (\$24,000).

1.5. "Loan" shall mean the loan evidenced by the Note.

1.6. "Loan Documents" shall mean collectively the Loan Agreement, Note, Mortgage, and any other instrument or document heretofore, now or hereafter given by Borrower evidencing or securing all or any part of the foregoing.

1.7. "Mortgage" shall mean that certain Receiver's Mortgage, of even date herewith, granted by Borrower to Lender to secure payment and performance by Borrower in accordance with the terms and conditions of the Loan Documents.

1.8. "Mortgaged Property" shall have the meaning set forth in the Mortgage.

1.9. "Note" shall mean collectively that certain Receiver's Note, of even date herewith, made by Borrower to Lender, in the principal amount of Forty Thousand Dollars (\$40,000) and any and all renewals, amendments, modifications, reductions and extensions thereof and substitutions therefor.

1.10. "Project" shall mean the execution of the work and the provision of the materials required to abate the public nuisance and rehabilitate the buildings on the Mortgaged Property, all in conformity with the Approved Plan

1.11. "Project Costs" shall mean any cost approved by Lender in writing, all hard costs relating to labor, materials, equipment, fixtures and furnishings and all soft costs relating to third-party Project management, design, engineering, permits, inspections, insurance, security, utilities and title insurance or evidence, as helpful or necessary to advance the Project to completion, but excluding any payment to or mark-up of costs by Borrower or any person or entity affiliated with Borrower.

1.12. "Requisition" shall mean a statement executed by Borrower setting forth the amount of the requested Loan advance, which shall generally be in the form of Exhibit A hereof.

## 2. THE LOAN

2.1. Generally, the Loan principal is Forty-Five Thousand Dollars (\$45,000) as set forth in the Note; the Loan principal is advanced as set forth in this Loan Agreement; the Loan principal bears and accrues interest at three percent (3.0%) per annum, compounded annually; Loan principal and accrued interest is payable upon demand and may be prepaid without premium or penalty; and the Loan principal and accrued interest is secured by the Mortgage. For the specific terms and conditions of the Loan, reference is made to the entirety of this Loan Agreement, the Note, the Mortgage and the other Loan Documents.

## 3. LOAN ADVANCES GENERALLY

3.1. Subject to the provisions of this Loan Agreement, Lender will advance and Borrower will accept the Loan amount in installments. The Initial Advance and all subsequent advances shall be made upon satisfaction of the applicable conditions precedent set forth in Section 4 hereof and shall not exceed in the aggregate the Loan amount.

3.2. Borrower shall submit a Requisition for the Initial Advance contemporaneously with the execution of this Loan Agreement and submit Requisitions for subsequent Loan advances not more frequently than monthly thereafter.

3.3. Lender may, in its sole discretion, advance all or any portion of the Loan proceeds, without regard to Borrower's satisfaction of the conditions precedent to its entitlement to Loan proceeds, and no person dealing with Borrower or any other person shall have standing to demand any different performance from Lender.

4. CONDITIONS PRECEDENT TO OBLIGATION TO MAKE LOAN ADVANCES

4.1. Lender shall not be obligated to make the Initial Advance or subsequent advances unless the following conditions precedent shall have been and remain satisfied:

4.1.1. Lender shall have received a copy of the Court's entry appointing Borrower as the receiver in the Litigation, all in conformity with Ohio Revised Code Subsection 3767.41(C)(3);

4.1.2. Lender shall have received a copy of the Court's entry approving the Approved Plan, all in conformity with Ohio Revised Code Subsection 3767.41(D);

4.1.3. Lender shall have received a Preliminary Judicial Report, update of the same or equivalent showing that all necessary parties had been named and served with process prior to the entry approving the Approved Plan;

4.1.4. Lender shall have received documentation showing the posting of bond by Borrower, all in conformity with Ohio Revised Code Subsection 3767.41(F);

4.1.5. Lender shall have received a Requisition for the Initial Advance or subsequent advance, as the case may be;

4.1.6. All documentation required or deemed by Lender to be necessary in connection with this Loan Agreement, including without limitation, each Requisition, shall be acceptable to and subject to the approval of Lender as to form and content;

4.1.7. Existing improvements on the Mortgaged Property, shall not have been materially injured or damaged by fire or other casualty unless, Borrower shall have received insurance proceeds sufficient in the reasonable judgment of Lender to effect the satisfactory restoration of the said improvements;

4.1.8. There exists no default Event of Default, or any event or state of facts which, after notice or the passage of time or both, could give rise to such default or Event of Default; and

4.1.9. The representations made in Section 6 hereof shall be true and correct on and as of the date of the advance with the same effect as if made on such date.

5. BORROWER COVENANTS

5.1. Borrower shall use the Loan advances for the sole purpose of paying Project Costs and for no other purpose. In each Requisition for a Loan advance subsequent to the Initial Advance, Borrower shall provide an accounting of the use of previously advanced Loan proceeds for the payment of Project Costs. If Borrower has not so accounted for the use of all previously advanced Loan proceeds and more than forty-five (45) days has elapsed since the previous Requisition, then, within seven (7) days after a request from Lender therefor, Borrower shall provide to Lender a Requisition updating such accounting, which Requisition may, at Borrower's option, request or not request the advance of additional Loan proceeds.

5.2. Until applied to the payment of Project Costs, Borrower shall hold in trust all Loan advances. If an Event of Default occurs and Lender makes a written demand therefor, Borrower shall immediately repay to Lender any balance of Loan proceeds then held in trust by Borrower.

5.3. Borrower shall provide to Lender (a) as and when filed with the Court, a copy of every document filed by Borrower in the Litigation; (b) promptly after receipt by Borrower, a copy of each order, judgment or other document entered or issued in the Litigation by the Court; and (c) within a reasonable time after a written request from Lender, any other information concerning the Project or Mortgaged Property as reasonably requested, from time to time.

5.4. If Lender defends or asserts its rights under the Loan Documents in any action in which Lender is a plaintiff, intervenor or defendant, Borrower shall pay, or allow Lender to reimburse itself from Loan proceeds, for all of Lender's expenses incurred in any such action, including attorney fees. If in the preparation for exercise of such right, Lender obtains title evidence, which may include any combination of title examination, title opinions, title insurance commitments or such other title evidence as Lender may reasonably determine, the cost thereof shall likewise be paid or reimbursed.

5.5. Borrower shall not enter into other notes, grant other mortgages or otherwise enter into other financing transactions in connection with the Litigation or the Mortgaged Property.

5.6. Borrower shall keep the Mortgaged Property free from mechanics' and materialmen's liens.

5.7. Borrower, by way of further assurances, shall, to the extent of Borrower's authority, take all actions and execute all further documents so as to obtain or preserve for Lender all of the rights and priorities contemplated to accrue to Lender under Ohio Revised Code Section 3767.41.

5.8. Borrower shall continuously and diligently prosecute the Project to completion, except during the existence of delays caused by events beyond Borrower's control,

5.9. Borrower shall prosecute the Project in a good and workmanlike manner and shall comply with all laws, statutes, ordinances, rules, regulations and orders of Governmental Authorities. Borrower shall promptly furnish Lender with reports of any official notices or claims of violations made by Governmental Authorities.

5.10. Borrower shall permit Lender and its representatives to enter upon the Mortgaged Property, inspect the Project and all materials to be used in the construction and rehabilitation thereof.

5.11. Borrower shall faithfully keep and perform each and every covenant contained in the other Loan Documents, each of which is incorporated by reference herein.

5.12. Borrower shall faithfully cause each of the representations made by it in Section 6 hereof to be continuously true and correct.

## 6. BORROWER REPRESENTATIONS

6.1. Borrower represents that Borrower has been appointed and is continuing to serve as the receiver in the Litigation of and for the Mortgaged Property.

6.2. Borrower represents that, except for the Litigation and for any pending litigation shown in the Preliminary Judicial Report, update or equivalent provided in satisfaction of Subsection 4.1.3 hereof, there are no actions, suits or proceedings pending, or to the knowledge of Borrower, threatened against or affecting Borrower, the Mortgaged Property, the validity or enforceability of the Mortgage or the priority of the lien thereof at law, in equity or before or by any Governmental Authorities and that Borrower is not

In default with respect to any order, writ, injunction, decree or demand of any court or Governmental Authorities.

6.3. Borrower represents that there exists no Event of Default or any event or state of facts which, after notice or the passage of time or both, could give rise to such Event of Default.

6.4. Borrower represents that the Mortgaged Property has not been damaged or injured as a result of any fire or other casualty.

7. OTHER

7.1. Borrower acknowledges that Borrower has selected all architects, engineers, contractors, subcontractors, materialmen, and others furnishing services or materials for the Project and that Lender shall have no responsibility whatsoever for them or for any inspection reports or for the quality of their materials or workmanship. It is understood that Lender's sole function is that of lender and that the only consideration passing from Lender to Borrower are the Loan proceeds in accordance with and subject to the terms of this Loan Agreement. Neither Borrower, nor any other person, shall have any right to rely on any approvals or procedures required by Lender herein, such approvals and procedures being solely for the benefit and protection of Lender.

7.2. All conditions precedent to Lender's obligation to make advances hereunder are imposed solely and exclusively for the benefit of Lender and may be freely waived or modified in whole or in part by Lender at any time, if in its sole discretion Lender deems it advisable to do so. Upon satisfaction or waiver of all such conditions precedent, no person other than Borrower shall have standing to require Lender to make any Loan advances or to be a beneficiary of this Loan Agreement or any Loan advances to be made hereunder.

7.3. No provision of this Loan Agreement may be changed, waived, discharged or terminated orally, by telephone or by any other means, except an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

7.4. Any demand or notice required or permitted to be given under any of the Loan Document shall be in writing. If mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, then such notice shall be effective upon its deposit in the mails. Notice given in any other manner shall be effective only if received by the addressee. For purposes of notice, the addresses of Borrower and Lender shall be as set forth below; provided however, that either party shall have the right to change such party's address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' written notice to the other party.

If to Borrower:	Shawn Parker New Perspective Asset Management 6125 Frantz Road Dublin, Ohio 43017
With a copy to:	Jim Coutinho, Esq. & J. Matthew Fisher, Esq. Allen Kuehnle Stovall & Neuman LLP 17 South High Street Suite 1220 Columbus, Ohio 43215
If to Lender:	Central Ohio Community Improvement Corporation 845 Parsons Avenue Columbus, Ohio 43206



7.5. The laws of the State of Ohio, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of the Loan, the Loan Documents or the Mortgaged Premises, including tort claims.

7.6. The Loan Documents constitute the entire understanding between the parties with respect to the Loan, and supersede all other written or oral agreements between the parties. No amendment to any Loan Document will be effective unless it is in writing and signed by both parties. If any provision of a Loan Document is held to be unenforceable, that provision is to be construed by modifying it to the minimum extent necessary to make it enforceable, unless the modification is not permitted by law, in which case that provision is to be disregarded. If an unenforceable provision is modified or disregarded in accordance with this Section, the rest of the Loan Document is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable. The Loan Documents have been negotiated at arm's length between persons sophisticated and knowledgeable in business and real estate matters, each of whom has been represented by legal counsel. Accordingly, the parties waive the application of any rule of law or legal decision that would require interpretation of any of the Loan Documents against the party that has drafted the same.

7.7. All of Lender's rights and remedies provided for in the Loan Documents or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by Lender shall not preclude or waive its right to the exercise of any or all of the others. Lender's failure to declare any default immediately upon occurrence, or delay in taking any action in connection with the default, shall not waive that default or subsequent defaults of the same nature. No waiver of any of Lender's rights or remedies under or in connection with any of the Loan Documents will be effective unless in writing signed by Lender.

7.8. This Loan Agreement and the other Loan Documents shall be binding upon and inure to the benefit of Borrower and Lender and their respective heirs, personal representatives, successors and assigns, except that Borrower shall not assign or delegate, in whole or in part, all or any part of its benefits, rights, duties and obligations under the Loan Documents or any of them, except to any successor receiver appointed by the Court in the Litigation.

IN WITNESS WHEREOF, the parties have executed this Loan Agreement as of the day and year first above written.

Borrower:

By: \_\_\_\_\_  
NEW PERSPECTIVE ASSET MANAGEMENT,  
LLC., in its capacity as Receiver in Case No. 2019  
EVH 60703 of the Franklin County Municipal Court,  
Environmental Division and not personally or  
individually

Lender:

CENTRAL OHIO COMMUNITY IMPROVEMENT  
CORPORATION

By:   
Curtiss L. Williams, Sr.

Its: President/CEO

EXHIBIT A  
FORM OF REQUISITION

**REQUISITION NO. \_\_\_\_\_ FOR LOAN ADVANCE**  
**200 Dana Avenue, Columbus, Ohio 43223**

From: NEW PERSPECTIVE ASSET MANAGEMENT, LLC., as Receiver in Case No. 2019 EVH 60703 of the Franklin County Municipal Court, Environmental Division ("Borrower")  
To: Central Ohio Community Improvement Corporation ("Lender")

1. Request. In accordance with the Loan Agreement by and between Lender and Borrower, dated \_\_\_\_\_, 2024, as the same may be amended or modified from time to time, Borrower hereby requests an advance of Loan proceeds.

Date of Initial Advance and subsequent Loan advances	Loan proceeds requested to be advanced in this Requisition	Initial or remaining Loan proceeds
Loan Amount		\$
Initial Advance		
_____, 2024	\$	
Subsequent Advances		

2. Use of Previously Advanced Loan Proceeds: In accordance with Section 5.1 of the Loan Agreement, Borrower hereby accounts for the use of previously advanced Loan proceeds.

Date of Loan advances or payment of Project Costs.	Use of Loan advances; detail Project Costs paid. Project Costs are defined in Section 1.11 of the Loan Agreement.	ADD Loan advances, SUBTRACT payments of Project Costs and SUBTOTAL advanced Loan proceeds not yet used for payment of Project costs.
Initial Advance		
_____, 2024		\$


3. Representations: Borrower does hereby represent, to the best its knowledge:

3.1. that Borrower has been appointed and is continuing to serve as the receiver in the Litigation of and for the Mortgaged Property;

3.2. that the information set forth in this Requisition is true and accurate;

3.3. that the amount of Loan proceeds requested to be advanced in this Requisition is Borrower's reasonable projection of the amount of Project Costs to be incurred during the one-month period after the date of this Requisition, plus a reasonable contingency;

3.4. that there has been no notice of the filing of, or any threat to file, a mechanics' lien against the Mortgaged Property;

3.5. that except for the Litigation and for any pending litigation shown in the Preliminary Judicial Report, update or equivalent provided in satisfaction of Subsection 4.1.3 of the Loan Agreement, there are no actions, suits or proceedings pending, or to the knowledge of Borrower, threatened against or affecting Borrower, the Mortgaged Property, the validity or enforceability of the Mortgage or the priority of the lien thereof at law, in equity or before or by any Governmental Authorities and that Borrower is not in default with respect to any order, writ, injunction, decree or demand of any court or Governmental Authorities;

3.6. that there exists no Event of Default or any event or state of facts which, after notice or the passage of time or both, could give rise to such Event of Default; and

3.7. that the Mortgaged Property has not been damaged or injured as a result of any fire or other casualty.

IN WITNESS WHEREOF, the undersigned has executed this Requisition on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NEW PERSPECTIVE ASSET MANAGEMENT,  
LLC., in its capacity as Receiver in Case No.  
2019 EVH 60703 of the Franklin County  
Municipal Court, Environmental Division

# Rehabilitation Plan Ex. B

## Page 1 of 4

### 200 Dana Ave. - 2019 EVH060703

Inspection Date: 7/23/2024  
No work under its jurisdiction was observed. Property remains in violation.

Company: Code Enforcement  
Contact: CIO Brian Valentine  
Created: 8/7/23/2024

Company: Code Enforcement Contact: CIO Brian Valentine Title: 200 Dana Ave. - 2019 EVH060703

11

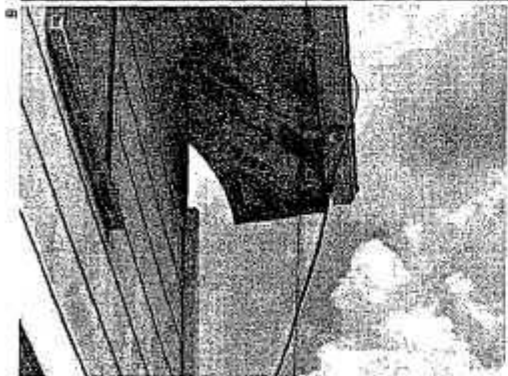


Vacant structure not boarded to code.

page 1 of 14

page 2 of 14

Company: Code Enforcement Contact: CIO Brian Valentine Title: 200 Dana Ave. - 2019 EVH060703

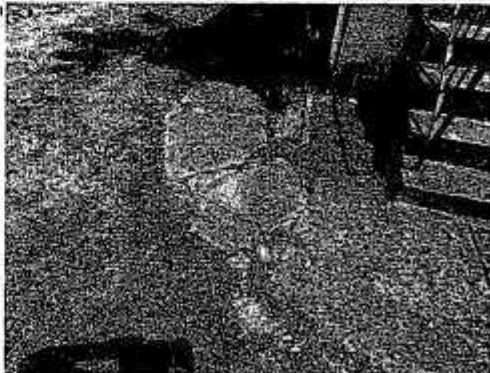


Gutter corner exhibits debris and/or is in alleyway.

page 3 of 14

Company: Code Enforcement Contact: CIO Brian Valentine Title: 200 Dana Ave. - 2019 EVH060703

11



Concrete surface exhibits damage and/or is in alleyway.

page 4 of 14

# Rehabilitation Plan Ex. B

## Page 2 of 4

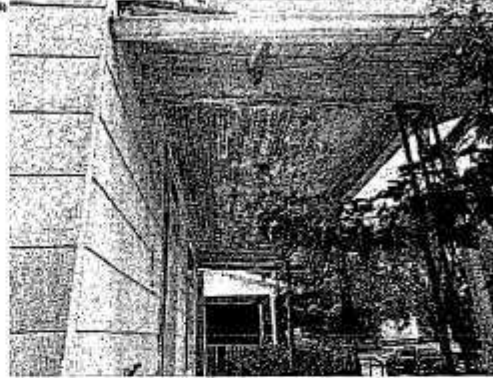
Company: Code Enforcement    Contact: CDD Brian Valentin    Title: 300 Dana Ave. - 2019 EVR000703



Frame structure is located so close, there is exposed wood surface.

page 2 of 4

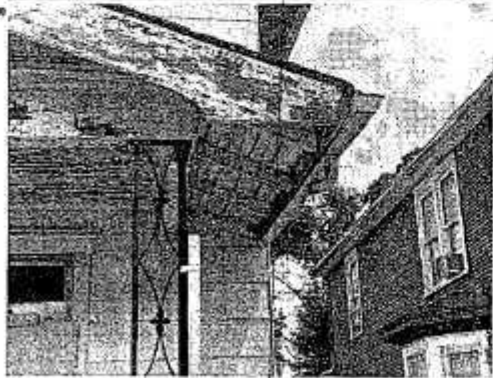
Company: Code Enforcement    Contact: CDD Brian Valentin    Title: 300 Dana Ave. - 2019 EVR000703



Porch ceiling exhibits here exposed wood surface and/or is in danger.

page 2 of 4

Company: Code Enforcement    Contact: CDD Brian Valentin    Title: 300 Dana Ave. - 2019 EVR000703



Rotting wood shows damage, there is exposed wood surface.

page 2 of 4

Company: Code Enforcement    Contact: CDD Brian Valentin    Title: 300 Dana Ave. - 2019 EVR000703



Foundation concrete exhibits damage, cracks, and/or is in danger.

page 2 of 4

# Rehabilitation Plan Ex. B

## Page 3 of 4

Company: Cole Enterprises    Contact: CEO Brian Valocchi    Title: 200 Data Ave. - 2019-ENH06793

Masonry work exhibits damage.



Company: Cole Enterprises    Contact: CEO Brian Valocchi    Title: 200 Data Ave. - 2019-ENH06793

Iron carrier exhibits damage.



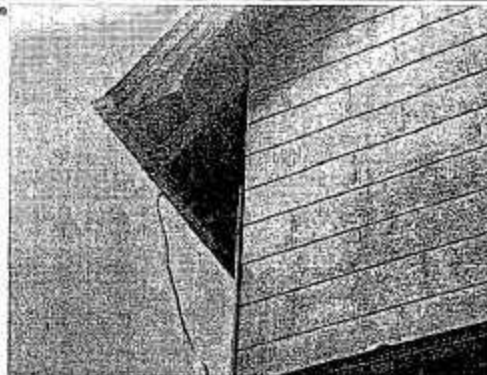
Company: Cole Enterprises    Contact: CEO Brian Valocchi    Title: 200 Data Ave. - 2019-ENH06793

Major structure not bonded to code. Bare exposed wood surfaces.



Company: Cole Enterprises    Contact: CEO Brian Valocchi    Title: 200 Data Ave. - 2019-ENH06793

Iron carrier exhibits damage. Bare exposed wood surfaces.

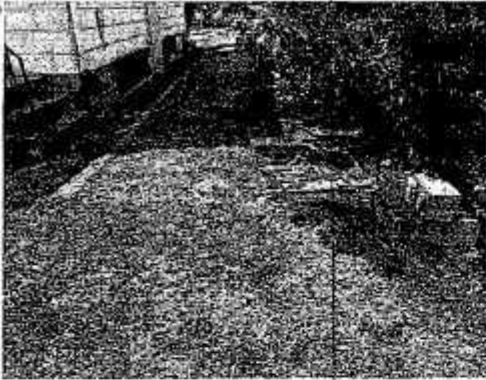


# Rehabilitation Plan Ex. B

## Page 4 of 4

Company Code Information    Contract CIO Brian Valente    Title: 200 Dura Ave. - 2019 E1002703

(12)



John Vazco.

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Company Code Information    Contract CIO Brian Valente    Title: 200 Dura Ave. - 2019 E1002703

(13)



Lower existing driveway under it is  
dirt/gravel.

page 14 of 14

New Perspective Asset Management		
Property Assessment & Preliminary Budget Projections		
Address:	200 Dana Ave. Columbus, OH 43223	
Case Name:	City of Columbus v. HEMI HOLDINGS LLC, et al.	
Case Number:	2019 EVH 60703	
<b>Summary</b>		
<b>Case Expenses</b>		
Project Expenses	\$	45,000.00
Administrative Expenses	CLUSTER FUCK.D	\$ 16,850.00
Real Estate Taxes	\$	5,574.09
Sale Expenses	\$	7,480.00
<b>Total Case Expenses</b>	\$	<b>74,904.09</b>
<b>Projected Sale Price</b>		
Projected Sale Price	\$	108,000.00
<b>Projected Cash Surplus</b>		
Projected Cash Surplus	\$	<b>33,095.91</b>
<b>Project Expense Detail</b>		
<b>Rehabilitation Expenses</b>		
Repair and replace gutters and downspouts as needed. Repair and skimcoat the service walk around the property. Remove and replace all rotten wood and wrap as needed. Tuckpoint the foundation and chimney throughout. Repair siding, soffit and fascia throughout as needed.		
	\$	20,600.00
Board the entire structure to code.		
	\$	3,661.00
Yard cleanup including the removal of trash, rank growth, and debris.		
	\$	2,137.00
Remove deteriorated chain link fence at the property.		
	\$	2,015.00
Estimated allowance for the interior cleanout of the property of trash, debris, and solid waste.		
	\$	4,775.00
Dumpster allowance		
	\$	3,580.00
<b>Construction Costs Subtotal</b>		
	\$	<b>36,768.00</b>
10% Contingency		
	\$	3,676.80
<b>Rehabilitation Subtotal</b>		
	\$	<b>40,444.80</b>



<b>Initial Administrative Expenses for Rehab</b>	
Bank Account and Courier	\$ 200.00
Insurance	\$ 1,700.00
Accountant Tax Preparation	\$ 750.00
QuickBooks Subscription	\$ 900.00
Ongoing lawn care	\$ 1,000.00
<b>Total Project Expenses</b>	<b>\$ 44,994.80</b>
<b>Administrative Expenses</b>	
Estimated Receiver's Fees	\$ 10,000.00
Estimated Legal Fees	\$ 5,500.00
3% Interest	\$ 1,350.00
Water and Sewage Charges	\$ -
<b>Total Administrative Expenses</b>	<b>\$ 16,850.00</b>
<b>Sale Expenses</b>	
Broker Fees (6%)	\$ 6,480.00
Closing Costs	\$ 1,000.00
<b>Total Sale Expenses</b>	<b>\$ 7,480.00</b>
<b>Real Estate Tax Information</b>	
Unpaid Taxes and Assessments (2023 and prior)	\$ 1,701.68
2024 Estimated Tax Rate	\$ 3,106.44
2024 Taxes Per Diem	\$ 8.51
Projected Closing Date	3/31/2025
Number of days in 2024/25 until closing	455
2024 Taxes pro rated to Closing	\$ 3,872.41
<b>Total Tax Obligation</b>	<b>\$ 5,574.09</b>

Motion to Appoint Receiver  
Exhibit C

IN THE FRANKLIN COUNTY MUNICIPAL COURT  
ENVIRONMENTAL DIVISION

City of Columbus, Ohio,	:	Case No. 2019 EVH 60703
	:	
Plaintiff,	:	Judge Stephanie Mingo
	:	
vs.	:	<b>Property Address:</b>
	:	200 Dana Ave.
HEMI Holdings LLC, et al.,	:	Columbus, OH 43223
	:	
Defendants.	:	Parcel No. 010-011710-00

**REHABILITATION PLAN**

This is the rehabilitation plan (the "Plan") submitted to the Court in accordance with R.C. § 3767.41(C)(3) and (D) by New Perspective Asset Management, LLC ("NPAM"), the proposed receiver over the real property identified in the case caption (the "Property"). This Plan is submitted in conjunction with the *Motion to Appoint Receiver* by the Plaintiff City of Columbus, Ohio, which seeks to have NPAM, through its principals Dana Milligan and Shawn Parker, appointed as receiver over the Property to abate the public nuisance at and rehabilitate the Property.

**A. Overview**

The Ohio Revised Code requires that a proposed receiver demonstrate to the Court that it has a viable construction and financing plan. Specific requirements for a rehabilitation plan are listed in R.C. § 3767.41(D). To that end, this Plan discusses the following:

1. The estimated cost of the labor, materials, and any other development costs that are required to abate the public nuisance (R.C. § 3767.41(D)(1));
2. The estimated income and expenses of the building and the property on which it is located after the furnishing of the materials and the completion of the repairs and improvements (R.C. § 3767.41(D)(2));
3. The terms, conditions, and availability of any financing that is necessary to perform the work and to furnish the materials (R.C. § 3767.41(D)(3));

Motion to Appoint Receiver  
Exhibit C

4. If repair and rehabilitation of the building are found not to be feasible, the cost of demolition of the building or of the portions of the building that constitute the public nuisance (R.C. § 3767.41(D)(4)).

NPAM is submitting multiple exhibits in conjunction with this Plan to (i) support its proposed methodology, (ii) detail the financing arrangement to the Court, and (iii) ensure that all interested parties are aware of the proposed course of action. The exhibits to this Plan are as follows:

Exhibit A: Cost Analysis and Projections Spreadsheet  
Exhibit B: Photographs of Property with Code Violation Information  
Exhibit C: Loan Documents

**B. Construction Plan**

ONLY  
MAY  
ISSUES

NPAM inspected the Property to determine what steps need to be taken to abate the public nuisance and to otherwise rehabilitate the Property. NPAM solicited and received contractor quotes and has established a budget for the project based upon those quotes. NPAM will hire contractors based both on the price of the work to be completed, but also on the quality of the work to be completed in keeping with NPAM's high <sup>BS</sup> standards of performance, including a general contractor if necessary. NOT NECESSARY

In evaluating the Property, NPAM explored multiple options for the abatement of the nuisance and rehabilitation of the Property. NPAM considered whether the value of the property might support a complete rehabilitation (making the property move-in ready); a rehabilitation of just the exterior combined with a cleanup of the interior; and the abatement of the external nuisance violations (without additional cosmetic changes) combined with a cleanup of the interior. Ultimately, NPAM believes that the appropriate work to complete is an exterior rehabilitation with a cleanup of the interior of the Property. This plan, in NPAM's professional opinion, will provide for maximum value to the receivership estate. Attached as Exhibit A is a spreadsheet detailing the

# Motion to Appoint Receiver Exhibit C

projected costs associated with NPAM's proposed rehabilitation. Attached as Exhibit B are photographs of the Property that provide details as to the status of the Property.

Upon approval of the Plan and appointment of NPAM as receiver, NPAM will enter into a written agreement with a contractor. The agreement drafted by NPAM's counsel is based on a Building Industry Association contract and requires that all work be completed in a quality and timely manner. Based on the foregoing, NPAM believes it is feasible to complete abatement of the nuisance and cleanup of the Property under the following parameters:

<b>Project Length</b>	4-6 weeks
<b>Rehabilitation Cost</b>	\$45,000
<b>Marketing Period</b>	Sixty days
<b>Price Opinion</b>	\$108,000
<b>Other Income</b>	No rental income expected
<b>Holding costs</b>	\$200-\$300 per month

JOKED!

### C. Financing Plan

A lender has agreed to provide funding for the Plan and rehabilitation of the Property if NPAM is appointed as a receiver. Attached as Exhibit C are the loan documents. The basic terms of the financing arrangement are as follows:

<b>Amount Financed</b>	Up to \$45,000. ★
<b>Interest Rate</b>	3% per annum, with annual interest accruing immediately upon funding and each year thereafter.
<b>Payment Terms</b>	On demand; to be repaid upon a sale of the Property.
<b>Priority</b>	Loan is granted first priority ahead of all other claims and encumbrances on the Property, including the administrative costs of the receivership.
<b>Draw Frequency</b>	Once per month.

RIDICULOUS!

Motion to Appoint Receiver  
Exhibit C

Security	Mortgage granted on Property and security interest in funds drawn that have not been spent.
----------	---

NPAM submits that the financing arrangement negotiated with the lender is based on mutually agreeable terms and is an appropriate loan for the circumstances.

**D. Conclusion**

NPAM believes that the Plan is feasible in terms of both the construction and financing aspects. Should additional information be necessary, it is available upon request.

Based on the foregoing, NPAM respectfully requests that the Court approve this Plan and appoint it as receiver over the Property.

Respectfully submitted,



James A. Coutinho (0082430)  
Andrew D. Rebholz (0102192)  
Allen Stovall Neuman & Ashton LLP  
10 West Broad Street, Suite 2400  
Columbus, OH 43215  
T: (614) 221-8500; F: (614) 221-5988  
coutinho@asnalaw.com; rebholz@asnalaw.com  
*Counsel to New Perspective Asset Management, LLC*



### **ABOUT NEW PERSPECTIVE ASSET MANAGEMENT, LLC**

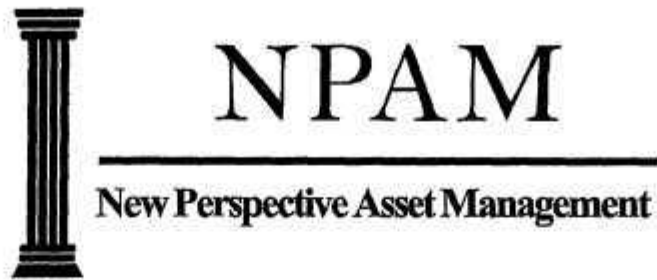
New Perspective Asset Management, LLC, was formed during the 2009 real estate crisis to assist financial institutions in taking control of their collateral. Through the work of our co-founders Dana Milligan and Shawn Parker, New Perspective has served as receiver in over 150 cases. We have substantial experience in nearly every industry, having been appointed as receiver over hotels, restaurants, automotive dealerships, skilled nursing homes, childcare facilities, healthcare consortiums, shopping centers, multi-family complexes and single-family homes.

As receiver, New Perspective collects and preserves assets and works to maximize the return to creditors and other stakeholders through a fast and efficient court process. Our successful outcomes are not only achieved through liquidation, but also through restructuring efforts to maintain going concern values of businesses. The primary goal of New Perspective is to maximize value, and we work with all parties involved to ensure that every effort is aimed to that end.

Servicing the entire state of Ohio, our receivership team specializes in asset management, protection, and dispute resolution with emphasis on achieving positive results for all parties involved. We take pride in managing every asset as if it were our own and our implementation of industry specialists specific to each receivership sets us apart from the rest.

### **WHAT SETS US APART**

Traditionally, receivers come in two forms: single-person shops that may not have the resources to handle large cases, or large multi-state firms that overwork and overbill a case. We are different: two individual receivers in Dana Milligan and Shawn Parker, with an experienced staff that can be strategically molded to the specific needs of a case. We bring the large-firm sophistication to an industry that needs personal service.



### REPRESENTATIVE RECEIVERSHIP CASES

#### **Comfort Suites, Hampton Inn, & Hilton Gardens Inn Hotel (Franklin County)**

- Receivership over three Columbus airport hotels run as going concerns under court supervision
- Successfully saved the franchise relationship with Hilton despite possible pre-receivership defaults and possible termination of the flags
- Completed repairs and remediation for all three hotels to meet environmental health requirements
- Coordinated the voluntary surrender of one hotel to the Columbus Regional Airport Authority for demolition and future development

#### **Karen's Kakes and Catering, LLC (Union County)**

- A wedding venue with one year's worth of booked weddings
- We worked to finalize all existing contracts and successfully sold the assets

#### **OK Café (Marion County)**

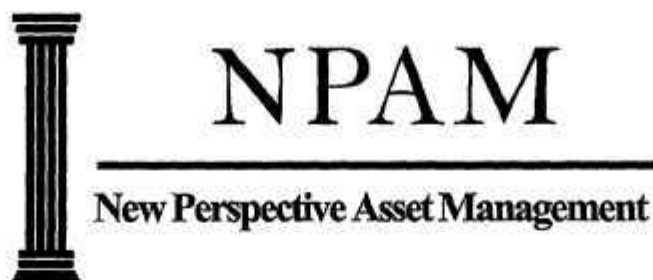
- A financially distressed café in which we worked to manage and preserve assets and business operations by hiring an experienced restaurant manager to re-establish profitability
- Successfully sold the café to a new owner/operator as a going concern

#### **Motohio (Franklin County)**

- A motorcycle dealership defaulting on payments to the lender
- We identified the issues causing the financial distress, and successfully completed a workout agreement with People's Bank and established lower interest rates
- After four months the owner repurchased his business and successfully continued operation

#### **Scioto Meadows (Franklin County)**

- A condominium community received with a partially completed builder walkway and unfinished units that we completed and ultimately sold



**Winding Creek Estates (Licking County)**

- An inhabited mobile home park consisting of approximately 40 units; we operated, repaired, and implemented new property management until successfully sold

**Dublin Irrigation (Franklin County)**

- An irrigation company in which we liquidated chattel and sold the building

**Sandy Creek Estates (Carroll County)**

- An inhabited mobile home park that the previous owners abandoned; we collected rent and put the money back in to stabilize the park and sold it to a new owner
- But for our involvement, this mobile home park would have been shut down by the locality and a dozen families would have lost their homes

**Cardinal Builders (Franklin County)**

- A construction company with an office space in which we completed all existing contracts, finished remodeling, liquidated, sold chattel, and conclusively sold the office space

**OPEC-HC (Franklin County)**

- A healthcare consortium that we successfully handled approximately 9.7 million dollars in claims with approximately 2.5 million dollars in funding
- Currently analyzing 4 years of invoices and payments between agencies and townships

**Rafael Auto Sales (Greene County)**

- An automotive dealership in which we successfully established a buyer and sold the real estate asset

**Nuisance Property Receivership Cases**

New Perspective Asset Management has been appointed receiver by the Environmental Division of the Franklin County Municipal Court and has successfully managed 40 cases involving 48 properties. We are currently working with the City of Columbus to improve our community by cleaning up blighted properties, remediating code violations, and reselling the properties to responsible owners.





# NPAM

**New Perspective Asset Management**

## OUR RECEIVERS



**Dana Milligan**

Dana is a licensed real estate agent who attended both Middlesex City College and Franklin University College of Business. Collaboratively working with numerous lenders, law firms and governmental entities, she has achieved successful results in conducting property rehabilitations, company operations, and liquidations. Dana is a creative problem solver with high ethical standards and the ability to teach a team of employees how to achieve quick resolutions for complex matters. She formed New Perspective Asset Management in order to fill the need for quality, professional asset management. She received the "Top Women-Owned Businesses" award in 2012 and 2013.



**Shawn Parker**

Shawn Parker is a lifelong resident of Central Ohio. He attended Bishop Hartley high school and graduated from the Ohio State University where he also completed graduate coursework in finance and business law. Shawn is a certified real estate agent and a licensed real estate broker. He is also licensed to practice in the state of Florida. Shawn is the principal broker for Parker Realty Associates, a large commercial and residential brokerage and property management company that works throughout the state of Ohio.

Shawn co-founded New Perspective Asset Management with Dana Milligan to service the needs of financial institutions, governmental agencies, and call business disputes; as well as offering pre-workout advising and forensic review services. He has served as president of the Ohio Commercial Real Estate Exchangors and has won the CoStar Power Broker Award. He has also been recognized for his services with multiple charitable and nonprofit organizations.



**NPAM**

---

**New Perspective Asset Management**

**Fee Schedule for New Perspective Asset Management, LLC, as Receiver**

New Perspective Asset Management, LLC, will charge the following fees associated with the receivership:

**1. Receiver's Compensation**

**\$225.00/Hour**

**Shawn Parker & Dana Milligan**

Includes all Court-related obligations, communication with counsel, preparation of reports, managing transition and turnover of assets, managing interested party relationships, and all related activities.

**2. Director of Operations & Project Manager**

**\$155.00/Hour**

Includes all receivership operations and analyses, management and performance of receivership tasks, performance of activities related to the scope of the Order Appointing Receiver, and the operation of receivership activities outside the scope of the Receiver's Compensation.

**3. Administration Staff**

**\$90.00/Hour**

Includes handling of all administrative, accounting and bookkeeping activities, other activities that might be handled by an administrative assistant.

**4. Expenses**

**Full Reimbursement**

All expenses of the receiver and his staff will be reimbursed at cost including mileage, marketing expenses, bond and insurance costs, and other expenses that may be incurred.

✓ SCANNED 1/27/25

IN THE FRANKLIN COUNTY MUNICIPAL COURT  
ENVIRONMENTAL DIVISION

FILED

2021 SEP -3 PM 1:27 ✓

FRANKLIN COUNTY  
MUNICIPAL COURT  
FOR M-TUES

City of Columbus, Ohio,	:	Case No. 2019 EVH 60703
	:	
Plaintiff,	:	Judge Stephanie Mingo
	:	
vs.	:	<b>Property Address:</b>
	:	200 Dana Ave.
HEMI Holdings LLC, et al.,	:	Columbus, OH 43223
	:	
Defendants.	:	Parcel No. 010-011710-00

**MOTION TO APPOINT RECEIVER**

The Plaintiff City of Columbus, Ohio (the "City"), pursuant to R.C. § 3767.41, moves for the appointment of a receiver over the real property identified in the case caption (the "Property") to abate the public nuisance at the Property. The City recommends that New Perspective Asset Management, LLC ("NPAM"), be appointed as receiver. The City further requests that the Court approve (a) the employment of Allen Stovall Neuman & Ashton, LLP, as legal counsel; (b) the employment of New Perspective Realty, LLC, as broker; and (c) the title company fee schedule.

A memorandum in support follows and a proposed order is attached. Exhibits hereto are:

- Exhibit A – Information about NPAM
- Exhibit B – Receiver Compensation Schedule
- Exhibit C – Rehabilitation Plan for Property

Respectfully submitted,

CITY OF COLUMBUS, DEPARTMENT OF LAW  
ZACH KLEIN, CITY ATTORNEY

/s/ Stephen C. Dunbar  
 Stephen C. Dunbar (0076730)  
 Assistant City Attorney  
 375 South High Street, 17<sup>th</sup> Floor  
 Columbus, Ohio 43215  
 Phone: (614) 645-6914  
 Fax: (614) 645-6548  
 scdunbar@columbus.gov

AS OF  
JANUARY 26TH 2025  
PROPERTY NOT LISTED  
ON REALTOR.COM

**MEMORANDUM IN SUPPORT**

**I. BACKGROUND**

This is a public nuisance abatement action for the Property. The City filed claims under R.C. § 3767.41 (buildings found to be a public nuisance) and Columbus City Code Titles 45 and 47. The owner of the Property has failed to adequately maintain the Property, causing it to deteriorate to the point where it is now a hazard to public health, safety, and welfare in violation of the Columbus Nuisance Abatement Code. The Court has issued orders in this case requiring the public nuisance at the Property to be abated. Despite significant time to abate the nuisance and bring the Property into compliance, the owner of the Property has not complied with this Court's orders.

*PROPERTY OWNER NOT SERVED NOTICES 0*

Based on the failure of the owner to abate the public nuisance at the Property or submit a plan to do so, the City believes that the appointment of a receiver is the last and best method for abating the public nuisance. That is, through the receivership process, the Property can be rehabilitated and become a productive parcel in the community. The provisions of R.C. § 3767.41 provide a solution to allow for the rehabilitation of the Property.

**II. LAW AND ARGUMENT**

**A. The Court should appoint a receiver over the Property.**

When the owner of a property and other interested parties fail to abate a public nuisance, the Court has the authority to appoint a receiver over that property through R.C. § 3767.41(C). The purpose of the statute is to ensure that a public nuisance is abated, notwithstanding the inaction of those with a direct interest in the property. The statute sets out the following as the steps required to be taken prior to the appointment of a third-party as a receiver (as opposed to a party with a direct interest in the property):

1. The Court must determine that the Property is a public nuisance. R.C. § 3767.41(C)(2).
2. The Court must determine that the owner of the building has been afforded a reasonable opportunity to abate the public nuisance and has refused or failed to do so. *Id.*
3. The Court must give an opportunity to any mortgagee, lienholder, or other interested party associated with the Property to undertake the work to abate the public nuisance, requiring them to submit a viable financial and construction plan for the rehabilitation of the property. *Id.*
4. If there is no interested party willing to undertake the work, the Court may appoint another qualified receiver upon approval of a viable financial and construction plan for the rehabilitation of the property. R.C. § 3767.41(C)(3)(a).

In this matter, the Court has already determined that the Property is a public nuisance and has ordered that the issues with the Property be abated. In addition, the owner of the Property has had adequate time to abate the nuisance and has failed to do so. As a result, the first two steps outlined above have been satisfied.

Through the filing of this motion, the City is giving notice and opportunity to any interested party in the Property, including the lienholders, to step forward and undertake the nuisance abatement process in accordance with R.C. § 3767.41(C)(2). If no interested party indicates to the Court that it will undertake the abatement work through the submission of a viable plan, the third step outlined above will have been satisfied.

Finally, in satisfaction of the final requirement, the remainder of this motion sets forth the qualifications of NPAM to serve as receiver and how it has submitted in conjunction with this motion a viable financial and construction plan for the rehabilitation of the Property. Based on NPAM's background and its proposed rehabilitation plan for the Property, the City submits that it is appropriate to appoint NPAM as receiver over the Property.

**B. NPAM should be appointed as receiver.**

NPAM, through its principals Dana Milligan (“Ms. Milligan”) and Shawn Parker (“Mr. Parker”), is duly qualified through years of experience in serving as receiver over similar properties. Ohio law requires the moving party to submit evidence that the receiver is qualified to serve, that the proposed receiver has experience and expertise in the matter at hand, and that the candidate is a disinterested person.

**1. NPAM has the requisite experience as a receiver.**

NPAM is qualified to act as receiver over the Property. Attached as Exhibit A is an outline of the experience of Ms. Milligan and Mr. Parker. NPAM is a Columbus-based company that specializes in liquidating and operating receiverships, loss mitigation, property management, and business consulting. Through NPAM, Ms. Milligan and Mr. Parker have previously served as receiver in cases involving housing structures like this Property and have further worked on nuisance abatement cases. This Court has appointed NPAM previously in dozens of nuisance abatement cases, and the City has been satisfied with the results of those cases. It is respectfully submitted that NPAM, with the backing of experienced counsel, is qualified to serve as receiver.

As to counsel, NPAM has indicated that it will hire attorney James A. Coutinho of Allen Stovall Neuman & Ashton, LLP, to assist in this matter. Mr. Coutinho and his associates are attorneys with significant experience in receivership cases and can address all legal needs of NPAM in its role as receiver.

**2. NPAM is disinterested.**

NPAM is disinterested, having no stake in the outcome of any of these proceedings. Neither Ms. Milligan, Mr. Parker, nor any other person associated with NPAM has any prior connection to any of the parties to this case other than having been involved in other public nuisance

receivership cases. In addition, there is no connection between NPAM's counsel and any party to this case other than through prior public nuisance receivership cases and that the Allen Stovall firm is presently representing the City in an unrelated action pertaining to the Kia/Hyundai car theft litigation pending in California, for which appropriate conflict waivers have been obtained.

**3. NPAM's proposed compensation is reasonable.**

The City proposes that NPAM be compensated at the rates set forth on the fee schedule attached as Exhibit B. The time for its services will be recorded contemporaneously in one-tenth hour increments. It is further requested that any expenses of NPAM directly related to the case be reimbursed. Finally, counsel for NPAM has proposed that their fees be charged at a discount of \$30 per hour off their standard hourly rates at the time the work is completed. (The 2024 standard rates are \$400 per hour for Mr. Coutinho and \$265 for Andrew Rebholz). Counsel may also engage other associates who have hourly rates of \$265 to \$350 per hour using the same discount. Paralegal time is charged at \$185 per hour. Such proposed compensation is reasonable given the level of experience required to handle these matters and the ongoing cost of legal services for this locality. NPAM has requested to serve without bond based on its history of work before this Court. The Revised Code does not require a bond. *See* R.C. § 3767.41(F) (a "receiver...*may* be required by the judge to post a bond....") (emphasis added).

WHERE IS THIS WRITTEN PLAN?

**4. The proposed rehabilitation plan is appropriate.**

R.C. § 3767.41(C)(3) requires the approval of a viable financial and construction plan for the abatement of the public nuisance at the Property. The contents of the plan are controlled by R.C. § 3767.41(D), which states as follows:

(D) Prior to ordering any work to be undertaken, or the furnishing of any materials, to abate a public nuisance under this section, the judge in a civil action described in division (B)(1) of this section shall review the submitted financial and

construction plan for the rehabilitation of the building involved and, if it specifies all of the following, shall approve that plan:

- (1) The estimated cost of the labor, materials, and any other development costs that are required to abate the public nuisance;
- (2) The estimated income and expenses of the building and the property on which it is located after the furnishing of the materials and the completion of the repairs and improvements;
- (3) The terms, conditions, and availability of any financing that is necessary to perform the work and to furnish the materials;
- (4) If repair and rehabilitation of the building are found not to be feasible, the cost of demolition of the building or of the portions of the building that constitute the public nuisance.

R.C. § 3767.41.

Attached as Exhibit C is the *Rehabilitation Plan* (the "Rehabilitation Plan") submitted by NPAM in conjunction with this motion. The Rehabilitation Plan contemplates that NPAM will complete a rehabilitation of the exterior of the Property and will clean out the interior. NPAM has obtained a commitment from a lender for financing to complete the rehabilitation of the Property. NPAM believes that after rehabilitation of the Property, it will be able to sell the Property for an amount sufficient to cover all costs and administrative expenses. All details regarding the costs of the project, lending arrangement, and expected recovery are contained in the Rehabilitation Plan, which is incorporated by reference.

**C. NPAM should be permitted to employ a broker.**

The cost of abating the nuisance at the Property will likely be paid out of the proceeds of the sale of the Property. To timely place the Property on the market, and for judicial economy, NPAM should be granted authority to immediately employ a broker to market and sell the Property, subject to Court order.



NPAM proposes to employ New Perspective Realty, LLC, dba Parker Realty Associates, as a broker (the "Broker"). NPAM will use a standard listing agreement that subjects the Broker to the receivership process, a copy of which will be available from NPAM upon request. NPAM desires to employ Broker based on the expertise of Broker in acting as a broker for real property such as the Property in this case. In support of this request, NPAM states the following:

1. **Experience and Credentials of the Broker:** The Broker has extensive experience in acting as real estate agent in the way it will serve in relation to the Property. The Broker and all its agents hold in good standing all required credentials to fulfill this role. The Broker, being the real estate company operated by Mr. Parker, understands the receivership process and can work through the sale process outlined by Ohio law. In particular, the experience of the Broker in relation to public nuisance receivership cases is invaluable because the sale process is unique. Experience with these cases and an understanding of the process is essential.

2. **Disinterested Professionals:** The Broker is the real estate company that is operated by Mr. Parker and is related in that manner to NPAM. Neither the Broker nor its agents hold or represent an interest adverse to NPAM, any party in this case, or the receivership estate; the Broker is "disinterested." Neither the Broker nor any of its employees have any prior business relationship with the parties to this case other than in conjunction with this case.

3. **Terms of Agreement:** The Broker will have an exclusive right to list the Properties for sale for a period as determined by NPAM. The Broker will be entitled to a commission of 6% of the selling price of the Property if there is no buyer's agent, and that 6% will be split between the Broker and the buyer's agent if there is one. The minimum commission is \$1,000 per broker. In addition, there is a \$259.00 administrative charge at closing for the Broker. If a purchase agreement is signed before the listing period expires, but the closing of the sale of

the property does not take place until after the original term or any extension of the listing period, NPAM's obligation to pay a commission to the Broker will be extended to coincide with the closing date. The sale of the Property and any commission owed to the Broker is subject to Court approval.

4. **Broker's representations:** The Broker has made the following representations to NPAM and the City:

- i. **Licensing.** Broker represents and warrants that it and each of its agents are licensed with the State of Ohio, that those licenses are in good standing, and that there are no pending disciplinary actions.
- ii. **No Conflicts.** Neither the Broker nor its agents are presently engaged with any party to the receivership case and both are disinterested in this matter. Broker and its agents will avoid any conflict of interest in connection with the marketing and sale of the Property.
- iii. **Insurance.** Broker has current insurance coverage on it and its agents' operations as required for a similarly-situated Broker under Ohio law.
- iv. **Sale Proceeds.** Any money received by Broker in relation to the Property will be turned over to the receiver.
- v. **No Acquisition of Property.** Broker will not, under any circumstances, directly or indirectly purchase, acquire, or accept any interest in the Property or other assets of the receivership estate.

5. **Additional Considerations:** NPAM believes that hiring the Broker to market the Property will allow for the maximum amount of recovery to the receivership estate due to the Broker's particular experience with this type of property. In addition, hiring the Broker will allow for cost savings. Because Mr. Parker and his partner, Dana Milligan, may be acting in both capacities as receiver and broker, certain cost savings will accrue to the receivership estate. In particular, hourly fees that NPAM would have incurred in interfacing with a third-party broker can be avoided because of the dual capacity of service. NPAM will not charge any hourly rates for time that would typically be encapsulated in a service compensated by the commission, such as

marketing. As a result, the dual role of receiver/broker will bring cost savings to the receivership estate. Finally, the familiarity of the Broker and its agents with the receivership process is a substantial advantage over other brokerage options; the Broker understands the process, the inherent risks, and the need for Court supervision and authority.

**D. NPAM should be permitted to employ its title agent.**

An important component of the receivership process is ensuring that title to the Property can be transferred to a buyer in an insurable state, free and clear of liens. NPAM uses various title companies to provide title services, but primarily relies on Ohio Real Title. Those companies typically charge the following rates to their services in receivership cases:

<b>Fee Item<sup>1</sup></b>	<b>Amount</b>	<b>Comment</b>
Closing Fee	\$500.00	Usually charged to buyer
Title Examination	\$250.00	
Title Search Update (if needed)	\$75.00	
Title Binder	\$50.00-\$100.00	Charge depends on whether it is a cash closing. Usually charged to buyer.
Receivership Underwriting Fee	\$400.00	Usually 50% charged to buyer.
Wire/Courier Fee	Appx. \$25.00	
Title Insurance	Based on sale price	
Deed Preparation for Attorney	\$125	
Transfer Taxes to Auditor	Based on sale price, \$3 per thousand, +\$0.50 per parcel.	
Tax Certification Fee	\$100.00	Usually charged to buyer.
Title Update upon Order Grant	\$25.00	

NPAM will seek to pay title fees as they arise without further order of the Court. In addition, NPAM will seek to have some of these charges be paid by buyers in any sale transaction. With the unique nature of receivership proceedings, these fees are reasonable and should be approved at the outset.

<sup>1</sup> These rates are current as of January 2024 but are subject to regular adjustment.

**E. The proposed order appointing receiver is appropriate.**

It is reserved to an appointing court to craft an order that grants a receiver the appropriate powers for the receivership matter at hand. Here, the City is proposing an order to the Court that has been used in dozens of cases where NPAM has been appointed as receiver and which has been gradually modified to address different needs of this unique receivership process. The proposed order appointing receiver sets forth essential provisions that will allow the receiver to accomplish the goals of this case. The following are details of the standard language in the proposed order:

- Approval of the Rehabilitation Plan and receivership financing;
- Delivery of custody and control of the Property to the receiver;
- Authority for the receiver to protect and preserve the Property;
- Authority for the receiver to rehabilitate the Property in accordance with the Rehabilitation Plan;
- Authority for the receiver to collect revenues and pay all expenses;
- Treatment of leases and executory contracts;
- Priority treatment of receivership expenses;
- Payment of critical pre-receivership liabilities;
- Authority to borrow money, including the granting of a mortgage with a first and best lien position on the Property;
- Authority related to the opening of bank accounts and investment of funds, as well as the maintenance of books and records;
- Authorization to market the Property for sale;
- Employment of professionals, subject to Court approval;
- Authority to engage in lawsuits and settlements;
- Preparation and maintenance of books and records;
- Preparation of receivership tax returns, and the necessity of filing those tax returns;
- Provisions for third-party cooperation with the receiver;
- The receiver's bond and limited liability;
- A stay and injunction from certain activities against the receiver; and
- Reporting obligations of the receiver.

Through submission of the proposed order, the City is specifically asking that each and every provision in the proposed order be approved. The City incorporates each of those terms by reference and asks that the Court find that appropriate notice has been given to all parties as to the proposed terms. It is respectfully suggested that the proposed order is appropriate for this case.

### III. CONCLUSION

Based on the foregoing, the City represents to the Court that NPAM is experienced and capable of being the receiver in this matter and that the appointment of a receiver is the appropriate legal remedy in this case. In addition, it is appropriate to permit NPAM to hire professionals to assist in this process. It is respectfully requested that the Court enter the proposed order appointing NPAM as receiver over the Property, and that the Court grant such other relief as is appropriate.

Respectfully submitted,

CITY OF COLUMBUS, DEPARTMENT OF LAW  
ZACH KLEIN, CITY ATTORNEY

*/s/ Stephen C. Dunbar*

Stephen C. Dunbar (0076730)

Assistant City Attorney

375 South High Street, 17<sup>th</sup> Floor

Columbus, Ohio 43215

Phone: (614) 645-6914

Fax: (614) 645-6548

scdunbar@columbus.gov

**CERTIFICATE OF SERVICE**

Sept This certifies that a copy of the foregoing *Motion to Appoint Receiver* was served on August 3<sup>rd</sup>, 2024, through the Court's electronic filing system upon the following:

- Martin O. Ginnan for the Franklin County Treasurer – mginnan@franklincountyohio.gov
- Also Mary E. Johnson, Esq. – mjohnson@franklincountyohio.gov

And mailed by ordinary U.S. Mail, postage prepaid, to the following:

James A. Coutinho, Esq.  
Allen Stovall Neuman & Ashton, LLP  
10 W. Broad St., Ste. 2400  
Columbus, OH 43215  
*Counsel for Proposed Receiver*

Jacob H. Levine, Esq.  
Plunkett Cooney, P.C.  
716 Mt. Airyshire Blvd., Ste. 150  
Columbus, OH 43235  
*Counsel for Defendant Hemi Holdings, LLC*

NOT FORWARDED  
OR GIVEN TO ME.

Equity Trust Company  
c/o Michael Dea  
1 Equity Way  
Westlake, OH 44145  
*Defendant*

A.C. Sallee, Esq.  
260 State St., Ste. 342  
Westerville, OH 43086  
*Counsel for Defendant Zion 615 LLC*

Quest IRA, Inc.  
17171 Park Row Dr., Ste. 100  
Houston, TX 77084  
*Defendant*

Mortgage  
PAID/RELEASED

/s/ Stephen C. Dunbar  
Stephen C. Dunbar (0076730)

IN THE FRANKLIN COUNTY MUNICIPAL COURT  
ENVIRONMENTAL DIVISION

City of Columbus, Ohio,	:	Case No. 2019 EVH 60703
	:	
Plaintiff,	:	Judge Stephanie Mingo
	:	
vs.	:	<b>Property Address:</b>
	:	200 Dana Ave.
HEMI Holdings LLC, et al.,	:	Columbus, OH 43223
	:	
Defendants.	:	Parcel No. 010-011710-00

RECEIVER'S UNDERTAKING

On December 9, 2024, New Perspective Asset Management, LLC, was appointed as the Receiver in the above-styled case pursuant to the *Order Appointing Receiver and Approving Rehabilitation Plan*. The Receiver has been permitted to serve without a bond.

New Perspective Asset Management, LLC, affirms that, as Receiver, it will:

1. act in conformity with Ohio law, any local rules, and the order appointing it;
2. deposit all funds related to the receivership into a separate trust account for the estate, with full contemporaneous record-keeping for all funds;
3. avoid any conflict of interest;
4. not directly or indirectly pay or accept anything of value that has not been fully and timely disclosed and formally approved by the Court;
5. not directly or indirectly purchase, acquire, or accept any interest in property managed, appraised, or sold through the receivership; and
6. otherwise act in the best interest of the estate.

— NOT TRUE  
JIM & BEARDED GUY  
HARRY ISSACS DEMONDED EMPLOYEES  
COMPLETELY IGNORE ME.

New Perspective Asset Management, LLC, affirms that it will faithfully discharge the obligation and duties of Receiver in this action, and obey the orders of the Court herein.

New Perspective Asset Management, LLC

  
Dana Milligan, Member

THE STATE OF OHIO     }  
                                      }  
FRANKLIN COUNTY     } ss:

New Perspective Asset Management, LLC, makes solemn oath that it will faithfully perform the duties of Receiver in the above-styled case and as detailed in the above Receiver's Undertaking.

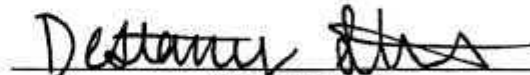
New Perspective Asset Management, LLC

  
Dana Milligan, Member

Sworn to before me by New Perspective Asset Management, LLC, by and through Dana Milligan, its member, on December 9, 2024.



DESTANY STITH  
Notary Public  
State of Ohio  
My Comm. Expires  
October 21, 2029

  
Notary Public



**CERTIFICATE OF SERVICE**

This certifies that a copy of the foregoing *Receiver's Undertaking* was served on December 11, 2024, via email pursuant to Civil Rule 5(B)(2)(f) upon the following:

- Christopher C. Clark, Esq. – ccclark@columbus.gov  
*Counsel for Plaintiff City of Columbus*
- Charles R. Ellis, Esq. – cellis@franklincountyohio.gov  
*Counsel for Franklin County Treasurer*
- A.C. Sallee, Esq. – ac@acesq.com  
*Counsel for Defendant Zion 615 LLC*

And mailed ordinary U.S. Mail, postage prepaid, to the following:

Equity Trust Company  
c/o Michael Dea  
1 Equity Way  
Westlake, OH 44145  
*Defendant*

Quest IRA, Inc.  
17171 Park Row Dr., Ste. 100  
Houston, TX 77084  
*Defendant*

Quest IRA, Inc.  
1006 Thompson Rd.  
Richmond, TX 77469  
*Defendant*

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

**DISTRIBUTION:**

Jacob H. Levine (0092926)  
PLUNKETT COONEY  
716 Mt. Airyshire Blvd., Ste. 150  
Columbus, Ohio 43235  
Phone: (614) 629-3000; Fax: (248) 901-4040  
E-mail: jlevine@plunkettcooney.com  
*Attorney for Defendant Hemi Holdings, LLC*

Hemi Holdings, LLC  
c/o Bob Hughes  
417 Reinhard Ave.  
Columbus, OH 43206  
Phone: 614-397-0906  
Email: ohiostatebob@yahoo.com  
*Defendant*

RECEIVED  
NOTHING!

Stephen C. Dunbar  
Assistant Prosecuting Attorney  
373 S. High St., 17th Floor  
Columbus, OH 43215

Equity Trust Company  
c/o Michael Dea  
1 Equity Way  
Westlake, Ohio 43206  
*Defendant*

Quest IRA Inc.  
17171 Park Row Drive, Suite 100  
Houston, Texas 77084  
*Defendant*

Zion 615, LLC  
c/o Mary R. France Murphy  
6622 Estate View Drive S  
Blacklick, Ohio 43004  
*Defendant*

James A. Coutinho, Esq.  
Allen Stovall Neuman & Ashton, LLP  
10 West Broad Street, Suite 2400  
Columbus, OH 43215  
*Counsel for Receiver*

**IN THE FRANKLIN COUNTY MUNICIPAL COURT  
ENVIRONMENTAL DIVISION**

City of Columbus, Ohio,

Plaintiff,

vs.

HEMI Holdings LLC, et al.,

Defendants.

Case No. 2019 EVH 60703

Judge Stephanie Mingo

**Property Address:**

200 Dana Ave.

Columbus, OH 43223

Parcel No. 010-011710-00

**NOTICE OF APPEARANCE OF COUNSEL TO THE RECEIVER**

Attorney James A Coutinho of the law firm of Allen Stovall Neuman & Ashton LLP now appears as counsel for New Perspective Asset Management, LLC, the Court-appointed receiver over the real estate set forth above. Please provide service of all pleadings, notices and documents to:

James A. Coutinho (0082430)  
Allen Stovall Neuman & Ashton LLP  
10 West Broad St., Suite 2400  
Columbus, OH 43215  
Telephone: 614-221-8500  
Facsimile: 614-221-5988  
Email: coutinho@asnalaw.com

Respectfully submitted,

/s/ James A. Coutinho

James A. Coutinho (0082430)  
Allen Stovall Neuman & Ashton LLP  
10 West Broad Street, Suite 2400  
Columbus, OH 43215  
T: 614-221-8500 F: 614-221-5988  
coutinho@asnalaw.com  
Counsel for Receiver

**CERTIFICATE OF SERVICE**

This certifies that a copy of the foregoing *Notice of Appearance of Counsel to the Receiver* was served on December 11, 2024, via email pursuant to Civil Rule 5(B)(2)(f) upon the following:


- Christopher C. Clark, Esq. – ccclark@columbus.gov  
*Counsel for Plaintiff City of Columbus*
- Charles R. Ellis, Esq. – cellis@franklincountyohio.gov  
*Counsel for Franklin County Treasurer*
- A.C. Sallee, Esq. – ac@aceseq.com  
*Counsel for Defendant Zion 615 LLC*

And mailed ordinary U.S. Mail, postage prepaid, to the following:

Equity Trust Company  
c/o Michael Dea  
1 Equity Way  
Westlake, OH 44145  
*Defendant*

Quest IRA, Inc.  
17171 Park Row Dr., Ste. 100  
Houston, TX 77084  
*Defendant*

Quest IRA, Inc.  
1006 Thompson Rd.  
Richmond, TX 77469  
*Defendant*



- NOTHING TO DEFENDANT  
LLC or PERSONAL

- NOTHING TO PROPERTY ITSELF  
OR TO OWNER

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

SCANNED  
OCT 22nd 2024  
FILED

2024 OCT 22 PM 12:39

IN THE FRANKLIN COUNTY MUNICIPAL COURT  
ENVIRONMENTAL DIVISION  
COLUMBUS, OHIO

FRANKLIN COUNTY  
MUNICIPAL COURT  
LORI M. TYACK

City of Columbus, Ohio

Case No. 19 EVH 060703

Plaintiff,

Judge Stephanie Mingo

vs.

Hemi Holdings LLC, et al.

Defendants.

JAKE - OUT

**ORDER GRANTING MOTION TO WITHDRAWAL AS COUNSEL OF RECORD**

Upon Motion of Jacob H. Levine, and the law firm Plunkett Cooney, PC requesting to withdraw as counsel for Defendant Hemi Holdings, LLC, the Court finds as follows:

The Court finds that the Motion is well-taken and is therefore, GRANTED. Jacob H. Levine and Plunkett Cooney PC are hereby withdrawn as counsel for Defendant Hemi Holdings LLC.

IT IS SO ORDERED.

  
Judge Stephanie Mingo

**SUBMITTED AND APPROVED BY:**

Jacob H. Levine (0092926)  
PLUNKETT COONEY  
716 Mt. Airyshire Blvd., Ste. 150  
Columbus, Ohio 43235  
Phone: (614) 629-3000; Fax: (248) 901-4040  
E-mail: jlevine@plunkettcooney.com

IMAGE

Copies to:

Stephen C. Dunbar, Esq.  
Assistant City Attorney  
375 S. High St., 17<sup>th</sup> Floor  
Columbus, OH 43215  
*Counsel for Plaintiff City of Columbus*

James A. Coutinho, Esq.  
Allen Stovall Neuman & Ashton LLP  
10 W. Broad St., Ste. 2400  
Columbus, OH 43215  
*Counsel for Proposed Receiver*

Franklin County Treasurer  
c/o Martin O. Ginnan, Esq.  
373 S. High St., 15<sup>th</sup> Floor  
Columbus, OH 43215  
*Defendant*

Jacob H. Levine, Esq.  
Plunkett Cooney, P.C.  
716 Mt. Airyshire Blvd., Ste. 150  
Columbus, OH 43235  
*Counsel for Defendant Hemi Holdings, LLC*

NO COPY PROVIDED TO ME

Equity Trust Company  
c/o Michael Dea  
1 Equity Way  
Westlake, OH 44145  
*Defendant*

A.C. Sallee, Esq.  
260 State St., Ste. 342  
Westerville, OH 43086  
*Counsel for Defendant Zion 615 LLC*

Quest IRA, Inc  
17171 Park Row Dr., Ste. 100  
Houston, TX 77084  
*Defendant*

NOT SCANNED

2024 SEP -3 01:5:14

IN THE FRANKLIN COUNTY MUNICIPAL COURT  
ENVIRONMENTAL DIVISION  
COLUMBUS, OHIO

City of Columbus, Ohio

Plaintiff,

vs.

Hemi Holdings LLC, et al.

Defendants.

Case No. 19 EVH 060703

Judge Stephanie Mingo

JAKE - OUT

MOTION TO WITHDRAW AS COUNSEL OF RECORD

Pursuant to Ohio Rules of Professional Conduct 1.16(b) and (c), and Local Rule 3.02(A), the undersigned counsel, Jacob H. Levine and Plunkett Cooney, PC, respectfully request the Court's permission to withdraw from representation of Defendant Hemi Holdings, LLC ("Defendant") in this action. The undersigned does not represent any other listed parties to this action.

Official Comment 3 to Ohio Rules of Professional Conduct 1.16 recognizes that a lawyer seeking to withdraw from representation faces a conflict between the lawyer's duty of candor owed to the Court and the lawyer's duty to preserve confidentiality owed to the client. Official Comment 3 advises that "[t]he lawyer's statement that professional considerations require termination of the representation ordinarily should be accepted as sufficient."


The grounds for withdrawal explicitly described in Official Comment 3 are not those confronting the undersigned in this action. However, Formal Opinion 476, issued by the ABA Standing Committee on Ethics and Professional Responsibility on December 19, 2016,



recognizes that the same conflict exists when the circumstances warranting withdrawal are the circumstances confronting counsel in this action. ABA Formal Opinion 476 advises that "when in doubt, a lawyer should err on the side of non-disclosure." Formal Opinion 476 at 3. The Formal Opinion further advises that the lawyer should first attempt "to file a withdrawal motion with a formulaic reference to 'professional considerations' or a similar term as the grounds for the motion." *Id* at 8.

For these reasons explained above, counsel respectfully states that the grounds for this motion are professional considerations. Counsel believes that a more detailed disclosure of the grounds for the motion could be injurious to the interests of Defendant. Conversely, counsel is certain that continuing this representation will be a serious hardship for counsel.

Granting the requested withdrawal should not unduly impair the progress of this action. This action is set for a hearing on September 16, 2024, at 9:30 a.m. in Courtroom 15B. Therefore, the opportunity exists to address any schedule issues created by counsel's withdrawal in the near future.

 The last current address of Defendant is 471 Reinhard Ave., Columbus, Ohio 43206, and his phone number is (614) 397-0906. Counsel certifies that written notice has been given to the Defendant advising Defendant of the motion to withdraw, and all upcoming court dates or deadlines affecting Defendant.

For the reasons stated above, the undersigned counsel respectfully requests that the Court enter an order permitting Jacob H. Levine, of the law firm Plunkett Cooney, PC to withdraw from representation of Defendant Hemi Holdings, LLC in this action. Should the Court determine that it needs more detailed information about the grounds for this motion,



the undersigned respectfully requests permission to submit such information to the Court *in camera*.

Respectfully Submitted,

/s/ Jacob H. Levine  
Jacob H. Levine (0092926)  
PLUNKETT COONEY  
716 Mt. Airyshire Blvd., Ste. 150  
Columbus, Ohio 43235  
Phone: (614) 629-3000; Fax: (248) 901-4040  
E-mail: jlevine@plunkettcooney.com  
*Attorney for Defendant Hemi Holdings, LLC*

**CERTIFICATE OF SERVICE**

A true and accurate copy of the foregoing motion was served by regular U.S. Mail on this 30<sup>th</sup> day of August, 2024, to the following:

Hemi Holdings, LLC  
c/o Bob Hughes  
417 Reinhard Ave.  
Columbus, OH 43206  
Phone: 614-397-0906  
Email: ohiostatebob@yahoo.com  
*Defendant*

Stephen C. Dunbar  
Assistant Prosecuting Attorney  
373 S. High St., 17<sup>th</sup> Floor  
Columbus, OH 43215

Equity Trust Company  
c/o Michael Dea  
1 Equity Way  
Westlake, Ohio 43206  
*Defendant*

Quest IRA Inc.  
17171 Park Row Drive, Suite 100  
Houston, Texas 77084  
*Defendant*

Zion 615, LLC  
c/o Mary R. France Murphy  
6622 Estate View Drive S  
Blacklick, Ohio 43004  
*Defendant*

James A. Coutinho, Esq.  
Allen Stovall Neuman & Ashton, LLP  
10 West Broad Street, Suite 2400  
Columbus, OH 43215  
*Counsel for Receiver*

/s/ Jacob H. Levine  
Jacob H. Levine (0092926)

Open.29552,30875,35101383-4

TO:	Franklin County Municipal Court, Environmental Division (Fx: 1.614.645.6919)
FROM:	Jacob H. Levine, Esq. c/o Plunkett Cooney PC (Ph: 614-629-3011)
RE:	City of Columbus, Ohio vs. Hemi Holdings LLC, et al. Case No. 19 EVH 060703
DATE:	August 30, 2024
# PGS:	12 (including coversheet)
COMMENTS:	<p>Please accept this communication with the following referenced attachments for filing (on behalf of Defendant Hemi Holdings, LLC) relative to the above styled matter in the Court's Environmental Division:</p> <ul style="list-style-type: none"><li>➤ <i>Motion to Withdraw as Counsel of Record</i>, with its corresponding proposed order; and</li><li>➤ <i>Defendant Hemi Holdings, LLC's Unopposed Motion to Enlarge Time and for Continuance of September 16, 2024 Hearing</i>, also with its corresponding proposed order.</li></ul> <p>Please file the above listed Motions with the Court, forward the respective proposed Orders to Judge Mingo for consideration, and return filed copies of these filings to our office by one of the following means:</p> <ul style="list-style-type: none"><li>- Mail to 716 Mt. Airyshire Blvd., Ste. 150, Columbus, OH 43235</li><li>- Email to <a href="mailto:jlevine@plunkettcooney.com">jlevine@plunkettcooney.com</a>; cc: <a href="mailto:mverscough@plunkettcooney.com">mverscough@plunkettcooney.com</a></li><li>- Fax to Attn: Jacob Levine, Esq., at 1.248.901.4040</li></ul> <p>Please contact our office at (614) 629-3009 with any questions regarding these submissions. Thank you.</p>

FRANKLIN COUNTY MUNICIPAL COURT  
ENVIRONMENTAL DIVISION  
COLUMBUS, OHIO

FILED

2024 DEC 11 AM 8:11

Plaintiff,

CASE NO. 2019 EVH00703

v. FRANKLIN COUNTY  
MUNICIPAL COURT

JUDGE STEPHANIE MINGO

Hemi Holdings LLC

Defendant.

ENTRY

- Status Conference held, reassign for \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m. / p.m. In  15A  15B  Plaintiff requested another status conference.
- Continue Status Conf to 2/25/25 at 11  a.m. / p.m., at request of 11 in  15A  15B
- Convert \_\_\_\_\_ to \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in  15A  15B
- Defendant was / was not present for today's hearing.
- Compliance Plan Order dated \_\_\_\_\_ is hereby vacated.
- Fines ordered \_\_\_\_\_ are hereby  Stayed  Vacated  Reimposed.
- The Court's Environmental Specialist is authorized to enter the subject property for inspection prior to the next conference/ hearing.
- The Court's Environmental Specialists and/or Community Clean Up Crew are authorized to enter the subject property to assist Defendant(s) with exterior matters.  No objection by Defendant(s)
- Plaintiff to file motion to  add  dismiss  substitute new party.
- Plaintiff indicated to the Court that  no pending foreclosure  property has not transferred.
- Subject property is vacant / occupied.
- Parties agreed to continuance prior to scheduled court date.
- A Pro Se representative for the LLC appeared and was advised that only a licensed attorney in the state of Ohio may represent the LLC.
- Status to convert to a contempt hearing if motions are filed timely.
- There are no immediate community concerns per Plaintiff.
- Pending Motion(s) filed by Plaintiff / Defendant: \_\_\_\_\_

C. Clark for City

Plaintiff and Defendant agree that ruling on the above motion(s) is deferred until \_\_\_\_\_

Other: Motion for Appointment of Receiver and Order to Reduce Fines to Judgment granted by court 12-9-24.

Date

IMAGE

JUDGE STEPHANIE MINGO

FRANKLIN COUNTY MUNICIPAL COURT  
ENVIRONMENTAL DIVISION  
COLUMBUS, OHIO

SCANNED

\_\_\_\_\_  
Plaintiff,  
v.  
Hemi Holdings LLC.  
\_\_\_\_\_  
Defendant.

CASE NO. 19/60703  
FILED  
JUDGE STEPHANIE MINGO  
Franklin County Municipal Court

JUL 30 2024  
LORIAN VANCE, CLERK  
Franklin County Municipal Court


MAGISTRATE'S ORDER

- Status Conference held, reassign for Motion Hearing on 9-16-24 at 9:30 a.m. / p.m. In  15A  15B
- Continue \_\_\_\_\_ to \_\_\_\_\_ at \_\_\_\_\_ a.m. / p.m., at request of \_\_\_\_\_ in  15A  15B
- Convert \_\_\_\_\_ to \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in  15A  15B
- Compliance Plan Order dated \_\_\_\_\_ is hereby vacated.
- Fines ordered \_\_\_\_\_ are hereby  Stayed  Vacated  Reimposed.
- The Courts Environmental Specialist is authorized to enter the subject property for inspection prior to the next conference/ hearing.
- Defendant was / was not present for today's hearing.
- Plaintiff to file motion to  add  dismiss  substitute new party.
- Plaintiff indicated to the Court that  no pending foreclosure  property has not transferred.
- Subject property is vacant / occupied.
- Parties agreed to continuance prior to scheduled court date.
- A Pro Se representative for the LLC appeared and was advised that only a licensed attorney in the state of Ohio may represent the LLC.
- Status to convert to a contempt hearing if motions are filed timely.
- Pending Motion(s) filed by Plaintiff / Defendant: \_\_\_\_\_

Plaintiff and Defendant agree that ruling on the above motion(s) is deferred until \_\_\_\_\_

Other: motion to appoint Receiver to be filed  
Def GRANTED UNOPPOSED ADDITIONAL TIME TO OBTAIN NEW COUNSEL

JUL 30 2024  
Date

  
MAGISTRATE RAENELL NAGEL