

IN THE COURT OF COMMON PLEAS COMMON PLEAS COURT  
MEDINA COUNTY, OHIO

MICHAEL P. KAMINSKY  
3823 Cook Road  
Medina, Ohio 44256

Plaintiff,

vs.

RICKEY JOE FIELDS  
1621 N. Lexington-Springmill Road  
Ontario, Ohio 44906

**Also Serve:**  
1400 W. 4<sup>th</sup> Street  
Mansfield, Ohio 44906

and

SUSAN MARIE FIELDS  
1621 N. Lexington-Springmill Road  
Ontario, Ohio 44906

**Also Serve:**  
1400 W. 4<sup>th</sup> Street  
Mansfield, Ohio 44906

and

WHISKEY WAREHOUSE, LLC  
c/o Susan Marie Fields, Statutory Agent  
1621 N. Lexington-Springmill Road  
Ontario, Ohio 44906

**Also Serve:**  
1400 W. 4<sup>th</sup> Street  
Mansfield, Ohio 44906

Defendants.

CASE NO.

JUDGE

2017 OCT 26 PM 3:42  
**17CIV1048**  
FILED  
DAVID B. WADSWORTH  
MEDINA COUNTY JUDGE  
CLERK OF COURTS

**COMPLAINT FOR MONEY AND  
PRE-JUDGMENT ATTACHMENT**

Plaintiff, Michael P. Kaminsky, by and through the undersigned counsel, and for his  
Complaint against Defendants, Rickey Joe Fields, Susan Marie Fields, and Whiskey Warehouse,  
LLC, states as follows:

**PARTIES**

1. Plaintiff, Michael P. Kaminsky (“Kaminsky” or “Plaintiff”), is an individual residing in Medina County, Ohio.

2. Defendant, Rickey Joe Fields (“Rick Fields”), is an individual whose last known address was a rented property in Richland County, Ohio.

3. Defendant Rickey Joe Fields has used variations of his name, including but not limited to Ricky and Rick, with and without his middle name, on various documents, official forms and licenses.

4. Defendant, Susan Marie Fields, (“Susan Fields”), is an whose last known address was a rented property in Richland County, Ohio.

5. Defendants, Rick Fields and Susan Fields, are husband and wife.

6. Defendant, Whiskey Warehouse, LLC, is an Ohio limited liability company owned and operated by Defendants, Rick Fields and Susan Fields, that has conducted business in Medina County, Ohio, and currently operates as a bar and restaurant in Mansfield, Ohio.

7. Defendants, Rick Fields and Susan Fields operate an annual multi-day concert event and festival called Ink in the Clink.

8. For 2017, Ink in the Clink was held from July 14, 2017 to July 16, 2017 at the Ohio State Reformatory in Mansfield, Ohio (the “Event”).

9. Upon information and belief, and according to his own admission to Plaintiff, Defendant Rick Fields has a prior conviction and incarceration record in the State of South Carolina for a felony involving theft of property and/or money.

**JURISDICTION AND VENUE**

10. This Court has jurisdiction pursuant to R.C. 2305.01.

11. Venue is proper pursuant to Civ. R. 3(B), (2), (3), (5), (6), and in the event Defendants Rick and Susan Fields have left the State of Ohio, pursuant to Civ. R. 3(B)(7).

**BACKGROUND**

12. Defendants, Rick Fields and Susan Fields, had been tenants in a building owned by an affiliate of Plaintiff since approximately 2009, located in Wadsworth, Ohio, and until recently operated a business there.

13. Defendant Rick Fields met with Plaintiff at his home in Medina, Ohio, and explained that he and Defendant Susan Fields needed financial assistance from Plaintiff for the Event.

14. Defendants explained that to promote the event and generate advance ticket sale revenue, it was necessary to secure a major musical act for each of the three days of the Event.

15. Based on success Defendants had the prior year with the same type of event, they assured Plaintiff that the 2017 Event would be successful if major bands could be secured by paying them in advance.

16. Defendant Rick Fields represented to Plaintiff that Gene Simmons and/or his band KISS would also be attending the Event.

17. To induce Plaintiff to enter into an agreement for the Event, Defendant Rick Fields produced a contract he showed Plaintiff purporting to be the Event contract with Gene Simmons' management company.

18. Neither Gene Simmons nor KISS was part of the Event.

19. Based on their relationship and other representations and assurances about the Event, Plaintiff entered into an oral contract with Defendants (the "Contract") and had a partnership for the Event on or about September 2016.

20. Defendant, Rick Fields, knowingly made false representations to Plaintiff to induce him to enter into the Contract and the partnership.

21. Pursuant to the Contract, Defendants agreed that Plaintiff would be repaid all monies he advanced the partnership and that Plaintiff would also receive one half of the net profits from the Event as consideration, since without Plaintiff's funds the Event would not have been possible.

22. The Event included performances by over forty (40) musical acts, hosted approximately eighty (80) tattoo artists, numerous food trucks, and other vendors.

23. Defendant, Rick Fields, told Plaintiff that in addition to the need to pay the musical acts in advance, the partnership needed to pay for costs associated with the facility rental, permits, and the cost of the stages and other necessary equipment.

24. Plaintiff made numerous advances to the partnership to pay for such costs starting in September 2016 through March 2017.

25. Defendants represented that The Event would generate revenue from ticket sales, rental fees from vendors/tattoo artists, sponsorship consideration paid by Monster Energy and Budweiser, a portion of the alcohol sales, and parking fees, but that monies could not be released to the partnership prior to the Event if it did not move forward.

26. Upon information and belief, approximately forty-eight thousand (48,000) tickets were sold for the Event at an average ticket price of Fifty-Five Dollars (\$55.00), resulting in over Two Million Six Hundred Thousand Dollars (\$2,600,000.00) of ticket sale revenue.

27. Upon information and belief, advertising revenue of approximately Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00) was paid to the Event by Monster Energy and Budweiser for branding, advertising and exclusive rights.

28. Upon information and belief, the Event had alcohol sales sufficient to generate approximately Two Hundred Thousand Dollars (\$200,000.00) for the partnership after the cost to the suppliers.

29. Upon information and belief the event generated approximately Fifty Thousand Dollars (\$50,000.00) in parking revenue.

30. Upon information and belief, the Event generated approximately Two Hundred Thousand Dollars (\$200,000.00) in booth rental fees from various tattoo artists.

31. Upon information and belief, the Event had gross revenue of over Four Million Two Hundred Thousand Dollars (\$4,200,000.00).

32. Upon information and belief, the Ohio State Reformatory received approximately Seven Dollars (\$7.00) per ticket sold, or approximately Three Hundred Thirty-Five Thousand Dollars (\$335,000.00) which was paid directly by the ticket sale agent.

33. Upon information and belief there were other costs of approximately One Hundred and Thirty-Thousand Dollars (\$130,000.00) for permits, licenses, temporary bathroom facilities, shuttle service from the parking areas, security and rental expenses for equipment.

34. Defendant Rick Fields confirmed to Plaintiff after the event that the partnership had made a net profit of approximately Three Million Eight Hundred Thousand Dollars (\$3,800,000.00) (prior to repaying Plaintiff the amounts advanced to the partnership), which he assured Plaintiff was in the account for the Event.

35. Plaintiff contributed at least One Hundred Ninety-Three Two Hundred Eighty Thousand Two Hundred Fifty Dollars (\$180,250.00) to the partnership, which Defendants claimed was necessary for the Event.

36. Plaintiff paid some of the funds for the Event directly to United Talent Agency on behalf of the musical acts (approximately \$125,000 by wire transfer).

37. Defendants assured Plaintiff that the advances not paid directly to third parties would only be used for the Event and that they would be held in a separate account.

38. Through investigation, Plaintiff has learned that funds believed to have been advanced only for the Event were paid to accounts of Defendants, Whiskey Warehouse, LLC, Rick Fields, and Susan Fields.

39. Plaintiff paid approximately \$28,250 of advances to Defendants in Medina, Ohio by way of check or electronic funds transfer.

40. Plaintiff paid approximately \$27,000 of advances to an account in the name of Defendant Whiskey Warehouse, LLC, which was supposed to be only for the Event.

41. Defendants used funds received from third parties (such as advertising money) in advance of the Event to pay for other Event expenses because Defendants did not have the money on their own to operate the Event.

42. Pursuant to the Contract, Plaintiff is due the return of his \$180,250.00 and one half of the net profits from the Event.

43. Net profits from the Event were \$3,619,750.00 (\$3,800,000.00 less Plaintiff's \$180,250.00).

44. Pursuant to the Contract, Plaintiff is due an additional \$1,809,875, or half of the foregoing net profits from the Event.

45. After the Event concluded on July 16, 2017, Defendant Rick Fields failed to pay Plaintiff, despite numerous demands.

46. At the outset of the Contract, based on Defendants prior dealings with the Ohio State Reformatory, the parties knew that the Event would take place in July and that all obligations were able to be performed in less than one year.

47. After the Event concluded, Defendants Rick and Susan Fields absconded with the funds and claimed to have travelled to the State of Arizona for the funeral of Rick Fields' brother, as well as an extended stay for a vacation with their children.

48. Upon information and belief, Defendants did not attend a funeral and Rick Fields' brother did not die as Defendants claimed.

49. Upon returning from Arizona, Plaintiff met with Defendant Rick Fields in person to inquire about the monies he was owed from the Event and Defendant Rick Fields claimed that Defendant Susan Fields deposited all cash proceeds from the Event into the bank account for the Event partnership and that Defendants were putting together the financial information and still waiting for some payments and invoices, but that Plaintiff would be paid soon.

50. After almost one month since the Event ended Plaintiff had not been repaid the advances or any profits. On or about August 13, 2017, Defendant Rick Fields claimed that he could not pay Plaintiff because all bank accounts connected to him (including the account for the Event) had been frozen as a result of unpaid state and local liens.

51. Defendant Rick Fields told Plaintiff that In order to secure the release of the funds for the Event, Plaintiff would have to loan Defendant, Rick Fields, \$12,537.36, which Defendant Rick Fields promised to repay immediately.

52. Plaintiff met Defendant Rick Fields at the Medina County Administration Building at 144 North Broadway, Medina, on August 15, 2017, where they confirmed the liens

that were due and Plaintiff paid the liens for Defendant in order to unfreeze the account with the Event monies due Plaintiff.

53. Plaintiff later confirmed that the \$12,537.36 Plaintiff loaned Defendant to pay the tax liens went directly to the Ohio Attorney General's Office.

54. For over a week, Defendant Rick Fields claimed the account had not been unfrozen yet and that he had to provide more information to the agency that had frozen the account.

55. Then on August 24, 2017, Defendant Rick Fields told Plaintiff that he had a federal income tax lien that had to be paid before the account could be unfrozen.

56. Defendant Rick Fields again met with Plaintiff on August 24, 2017, for a loan to pay what he claimed was a federal tax lien.

57. Upon investigation, Plaintiff has now learned that on August 24, 2017, Defendant Rick Fields used Plaintiff's credit card information to pay the company owned by Rick and Susan Fields, Defendant Whiskey Warehouse, LLC, \$13,008.00 instead of the IRS.

58. Plaintiff did not authorized Defendant to pay Defendant Whiskey Warehouse, LLC, \$13,008.00.

59. Defendant Rick Fields obtained Plaintiff's credit card through fraudulent means and charged Plaintiff's card for Whiskey Warehouse, LLC without Plaintiff's permission.

60. After their August 24, 2017, meeting, Defendant Rick Fields assured Plaintiff that the account would be unfrozen and that he would be paid as promised.

61. Despite repeated requests for repayment, Defendants failed to pay Plaintiff and stopped returning Plaintiff's calls.

62. Plaintiff has gone numerous times to Defendants Rick and Susan Fields' places of business in Wadsworth and Mansfield, Ohio, but they are not at those locations during normal business hours.

63. Plaintiff has made numerous demands for payment and for information relating to the Event, all of which Defendants have ignored.

64. Upon information and belief, Defendants Rick and Susan Fields have also ceased paying employees and vendors for the Whiskey Warehouse, LLC, as they have absconded with over Three Million Eight Hundred Thousand Dollars (\$3,800,000.00) from the Event.

65. Upon information and belief, Defendants, Rick Fields and Susan Fields have purchased new vehicles with some of the partnership funds, including a new extended cab pickup truck to pull a newly purchased recreational vehicle.

66. Upon information and belief, Defendants Rick and Susan Fields may have left the State of Ohio or are planning to leave the State of Ohio with proceeds from the Event, other assets purchased with funds from the Event, as well as monies owed to Plaintiff and other creditors.

67. Upon information and belief, Defendants use numerous bank accounts with several different financial institutions, as well as having numerous accounts with PayPal and Square.

68. Upon information and belief, Defendants have also converted a substantial amount of revenue from the Event to a virtual asset known as Bitcoin.

69. Bitcoin is a "cryptocurrency" and operated on an open source peer to peer network without any middlemen or control agents.

70. According to "bitcoin.org/en/faq#what-is-bitcoin," as of April 2017, there was over \$20 billion of Bitcoin in use with millions of dollars of bitcoin circulated daily, and Bitcoin is accepted at an increasing number of business and online service providers, such as Overstock.com and Reddit.

71. Due to its nature, Bitcoin may be difficult to control or track and it can easily be concealed by users intending to defraud others, such as Defendants have done in this case.

72. Bitcoin can be sent and received any time anywhere in the world without restriction.

73. Because of the nature of bitcoin, Defendants can move it any time, which constitutes the removal of property, out of the jurisdiction.

74. Further, due to its nature and because bitcoin can more easily be concealed by Defendants, they are also able convert this property back into money at a later date.

**COUNT I**  
**BREACH OF CONTRACT FOR THE EVENT**

75. Plaintiff hereby re-alleges and incorporates each and every allegation contained in the foregoing paragraphs, as if fully set forth herein.

76. Defendants, Rick and Susan Fields, owe Plaintiff the sum of \$180,250.00 for the funds advanced for the Event pursuant to their Contract.

77. Plaintiff has performed all his obligations under the Contract.

78. Defendants' failure to pay the \$180,250.00 is a breach of the Contract.

79. Defendants, Rick and Susan Fields, owe Plaintiff one half of the net profits from the Event, believed to be approximately \$1,809,875.

80. Defendants' failure to pay half of the net profits of the Event is a breach of the Contract.

81. Despite demand therefore, Defendants have failed and continue to fail to pay the amounts owed to Plaintiff for the Event.

82. As a result of Defendants' breach, Plaintiff has sustained damages of \$1,990,125.00, plus interest, attorney's fees, and other costs.

**COUNT II**  
**BREACH OF CONTRACT FOR PERSONAL LOANS**

83. Plaintiff hereby re-alleges and incorporates each and every allegation contained in the foregoing paragraphs, as if fully set forth herein.

84. Defendant Rick Fields borrowed the sum of \$12,537.36 from Plaintiff which he agreed to immediately repay and made an oral contract with Plaintiff.

85. Plaintiff loaned Defendant the funds as requested.

86. Defendant failed to repay the loan after his account was unfrozen, which was a breach of their oral contract.

87. Plaintiff has made numerous demands for repayment and Defendant has failed to repay Plaintiff as agreed.

88. As a result of Defendant's breach, Plaintiff has sustained damages of \$12,537.36, plus interest, fees and other costs.

**COUNT III**  
**ACTION FOR ACCOUNTING**

89. Plaintiff hereby re-alleges and incorporates each and every allegation contained in the foregoing paragraphs, as if fully set forth herein.

90. Plaintiff is entitled to review the Event's financial records and documents, including any and all credit card statements, PayPal statements, Square.com statements, bank statements, wire transfers, bitcoin transactions, records from all advertisers, including Monster

Energy and Budweiser, records from the ticketing service provider (easypeasyticketing.com), records from the Ohio State Reformatory and all other records for the Event.

91. Despite repeated demand for such documents, Defendants, Rick Fields and Susan Fields, have failed to provide any information.

92. Plaintiffs are entitled to an accounting of the Event's records and financial information.

**COUNT IV**  
**FRAUD**

93. Plaintiffs hereby re-allege and incorporate each and every allegation contained in the foregoing paragraphs, as if fully set forth herein.

94. Defendants, Rick Fields and Susan Fields, knowingly, purposely, fraudulently and in bad faith made false representations to Plaintiff regarding the Event.

95. Defendants, Rick Fields and Susan Fields, made such representations with the sole and express purpose of inducing Plaintiff to make the Contract and advance funds to the partnership.

96. Defendants, Rick Fields and Susan Fields, knowingly, purposely, fraudulently and in bad faith made false representations to Plaintiff regarding their intent to pay Plaintiff from the funds received at the Event, including but not limited to knowingly and falsely claiming that Gene Simmons would be present; that Defendant Rick Fields' brother passed away in August, which required him to travel to Arizona; and that funds from the Event could not be paid until the account was unfrozen, requiring Plaintiff to advance additional monies.

97. Having known Defendants since approximately 2009, Plaintiff reasonably and justifiably relied on Defendants' representations.

98. As a proximate result of Defendants' fraud, Plaintiff was injured and damaged in an amount in excess of \$25,000.00, to be more particularly determined at trial.

**COUNT V**  
**CONVERSION OF EVENT MONIES**

99. Plaintiffs hereby re-allege and incorporate each and every allegation contained in the foregoing paragraphs, as if fully set forth herein.

100. At all times relevant hereto Plaintiff held an ownership interest in the funds from the Event.

101. Defendants have converted funds to assets, including vehicles, bitcoin, and other assets described herein, for their own use and benefit by their wrongful acts.

102. The activities of Defendants have directly and proximately caused Plaintiffs to incur damages in excess of \$25,000.00, to be more particularly determined at trial.

**COUNT VI**  
**CONVERSION OF OTHER MONIES**

103. Plaintiffs hereby re-allege and incorporate each and every allegation contained in the foregoing paragraphs, as if fully set forth herein.

104. At all times relevant hereto Plaintiff held an ownership interest in the funds available to him in an account related to the credit card improperly used by Defendant Rick Fields to benefit all Defendants.

105. Defendants Rick Fields, Susan Fields and Whiskey Warehouse, LLC converted the funds of Plaintiff for the sole use and benefit of all Defendants by his wrongful acts.

106. The activities of Defendants have directly and proximately caused Plaintiff to incur damages in excess of \$13,008.00, to be more particularly determined at trial.

**COUNT VII**  
**UNJUST ENRICHMENT**

107. Plaintiff hereby re-alleges and incorporates each and every allegation contained in the foregoing paragraphs, as if fully set forth herein.

108. Plaintiff has conferred a substantial benefit upon Defendants.

109. Defendants have failed to remit the fair and equitable payment to which Plaintiff is entitled.

110. Defendants continue to profit off of assets that rightfully belong to Plaintiff.

111. It is unjust for Defendants to have received the benefit without adequate compensation for Plaintiff.

112. Defendants are obligated to compensate Plaintiff for the substantial benefit conferred upon them since Plaintiff's funds made the Event possible.

**COUNT VIII**  
**PREJUDGMENT ATTACHMENT**

113. Plaintiffs hereby re-allege and incorporate each and every allegation contained in the foregoing paragraphs, as if fully set forth herein.

114. By reason of Defendants' wrongful conduct as described herein, Defendants, Rick Fields, Susan Fields, and Whiskey Warehouse, LLC, fraudulently or criminally contracted the obligations owing to Plaintiff within the meaning of Ohio Revised Code §2715.01(A)(10).

115. Defendants have absconded with the intent to defraud creditors within the meaning of §2715.01(A)(3), and no longer return Plaintiff's calls.

116. Furthermore, Plaintiff believes that Rick Fields and Susan Fields are about to remove their property, in whole or in part, out of the jurisdiction of the Court, with the intent to defraud their creditors, including Plaintiff, creditors of the partnership, and creditors of their businesses, within the meaning of Ohio Revised Code §2715.01(A)(6).

117. Plaintiff believes that Defendants are about to convert property, in whole or in part, into money, for the purpose of placing it beyond the reach of the aforementioned creditors within the meaning of Ohio Revised Code §2715.01(A)(7).

118. Defendants have property or rights in action, which the Defendant conceal within the meaning of Ohio Revised Code §2715.01(A)(8);

119. Defendants do not appear to be working at their Bar, the Whiskey Warehouse, and may have left or are planning to leave the State of Ohio and/or county to avoid service within the meaning of §2715.01(A)(2) and (4).

120. The Court should issue an attachment pre-judgment and without notice to said Defendants before said attachment issues. There exists probable cause to believe that Plaintiffs will suffer irreparable injury if the attachment order is delayed until Defendants have an opportunity for hearing.

121. Based on the nature of Defendants' conduct as alleged herein, Plaintiff believes that Defendants have or may have some portion of the Funds in their possession, custody, or control or funds on deposit, or otherwise in the care, custody, or control of one or more third parties, and that Defendants have additional funds, real property, bitcoins, and ownership and/or membership interest in additional limited liability companies, corporations, and/or other business entities.

122. In light of the nature of Defendants' wrongful actions, there exists a present danger that said Defendants may attempt to flee the State of Ohio and take their money and/or property with them and/or place same beyond the reach of this Court.

123. Defendant, Rick Fields, has a prior criminal conviction for a felony theft for which he was incarcerated for five years in the State of South Carolina.

124. The prejudgment attachment order requested should cover any and all funds from the Event in addition to any and all monies, property, assets, and credits of Defendants, Rickey Joe Fields, Susan Marie Fields, and Whiskey Warehouse, LLC, and/or any all monies, property, assets, or credits in the care, possession, custody, or control of any third party, including, but not limited to any financial institutions and/or brokerages, together with any and all personal property owned by said Defendants, including but not limited to all automobiles, trucks, machinery, equipment, boats, stocks, bonds, accounts, certificate of deposit, deposit accounts, retirement accounts, savings accounts, bitcoins, or deposit accounts of any type or nature wherever located.

**COUNT IX**  
**PUNITIVE DAMAGES**

125. Plaintiffs hereby re-allege and incorporate each and every allegation contained in the foregoing paragraphs, as if fully set forth herein.

126. The conduct of Defendants, as described above, was done willfully, wantonly, and in reckless disregard for the rights of Plaintiff, warranting the imposition of an award of punitive damages in an amount to be determined at trial, together with an award of reasonable attorneys' fees incurred and to be incurred in this action.

**WHEREFORE**, Plaintiff, Michael Kaminsky, prays for judgment against Defendants as follows:

- A. On Count I, Breach of Contract for the Event, judgment against Defendants, Rickey Joe and Susan Marie Fields, jointly and severally, in the sum of at least \$1,990,125.00, together with such additional sums as may be determined at the time of trial, including an award of reasonable attorneys' fees incurred and to be incurred in this action;

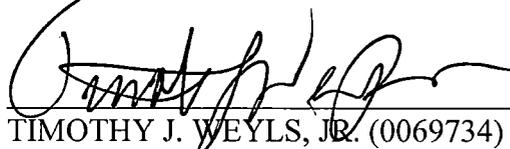
- B. On Count II, Breach of Contract for Personal Loans, judgment against Defendant Rickey Joe Fields, in the sum of at least \$12,537.36, together with such additional sums as may be determined at the time of trial, including an award of reasonable attorneys' fees incurred and to be incurred in this action;
- C. On Count III, Accounting, judgment against Defendants, Rickey Joe and Susan Marie Fields, for an accounting of all Event documents and financial information;
- D. On County IV, Fraud, judgment against Defendants, Rickey Joe and Susan Marie Fields, jointly and severally, in the sum of at least \$25,000.00, together with such additional sums as may be determined at the time of trial, including an award of reasonable attorneys' fees incurred and to be incurred in this action;
- E. On Count V, Conversion of Event Proceeds, judgment against Defendants, Rickey Joe and Susan Marie Fields, jointly and severally, in the sum of at least \$25,000.00, together with such additional sums as may be determined at the time of trial, including an award of reasonable attorneys' fees incurred and to be incurred in this action;
- F. On Count VI, Conversion of Other Monies, judgment against Defendants, Rickey Joe Fields, Susan Marie Fields, and Whiskey Warehouse, LLC, jointly and severally, in the sum of at least \$13,008.00, together with such additional sums as may be determined at the time of trial, including an award of reasonable attorneys' fees incurred and to be incurred in this action;
- G. On Count VIII, Pre-Judgment Attachment of any and all monies, property, assets, and credits of Defendants, Rickey Joe Fields, Susan Marie Fields, and Whiskey Warehouse, LLC, and/or any all monies, property, assets, or credits in the care, possession, custody, or control of any third party, including, but not limited to any financial institutions and/or

brokerages, together with any and all personal property owned by said Defendants, including but not limited to all automobiles, trucks, machinery, equipment, boats, stocks, bonds, accounts, certificate of deposit, deposit accounts, retirement accounts, savings accounts, bitcoins, or deposit accounts of any type or nature wherever located.

- H. On Count IX, an aware of punitive damages against Defendants, Rickey Joe and Susan Marie Fields, in an amount to be determined at trial, together with an aware of reasonable attorneys' fees incurred and to be incurred in this action; and
- I. On all counts, the costs of this action, interest at the legal rate before and after judgement until paid, and for such other relief as may be just and proper.

Respectfully Submitted,

**WEYLS PETERS + CHUPARKOFF, LLC**



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