

ORIGINAL

In the
Supreme Court of Ohio

Steven L. Rardin,
Appellant,

v.

Estate of Diana Lynn Bain,
Appellee.

FILED
AUG 14 2009
CLERK OF COURT
SUPREME COURT OF OHIO

Case No. 2009-1468

**ERRATA CORRECTING THE ORIGINAL OF THE MEMORANDUM IN
SUPPORT OF JURISDICTION**

ON APPEAL FROM THE
OHIO COURT OF APPEALS
SEVENTH APPELLATE JUDICIAL DISTRICT

CASE No. 08-CA-0853

RECEIVED
AUG 14 2009
CLERK OF COURT
SUPREME COURT OF OHIO

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Appellant Steven L. Rardin, through his undersigned counsel of record, hereby submits this **ERRATA** correcting the *original* of his memorandum in support of jurisdiction filed in the above-captioned appeal.

A mechanical or document assembly error resulted in the dropping of a line between the eighth and ninth pages of the *original* of appellant's memorandum in support of jurisdiction. The paragraph that begins in the middle of Page 8 of that memorandum should read, in its entirety, as follows:

The plain language incorporated into the deeds to each of the two lakefront parcels specify that Bain and Rardin enjoyed undivided one-half interests in the real estate described in those deeds. Exhibits admitted into evidence, without contradiction, established that Rardin contributed more than \$124,000.00 in services and materials in improving and maintaining both of parcels lots purchased in the gated community. The evidence *also* showed that Bain owned a number of *other* expensive homes, the deeds to which *never* included Rardin's name. And yet, the evidence *further* showed that Rardin maintained and made improvements to those parcels that carried a fair market value of over \$100,000.00, *for which he was not compensated one penny*. Just as importantly, the evidence showed that Bain, herself, was *spared* all of the expenses she otherwise would have incurred but for Rardin's agreement to continue providing those services with the understanding that adding his name to the title of the lakefront property would be the manner in which Bain would "make it right" by him for all the work and other in-kind contributions he had made for Bain's benefit.

In addition, it appears that the sentence carrying from the tenth to the eleventh page of the *original* of that memorandum contains a repeated line. Upon further review, it appears that all *copies* of the memorandum in support of jurisdiction do **not** contain these errors.

Thus, all copies received by the justices and the service copy of the memorandum are correct and do not need any corrections. These unexplained printing errors were overlooked in the final proofreading process inasmuch as they only presented themselves upon reviewing the

undersigned counsel's digitally scanned copy of the *original* of that memorandum. Appellant's counsel apologizes for any inconvenience or confusion caused by these mechanical document preparation or assembly errors.



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CERTIFICATE OF SERVICE

I hereby certify that on August 13, 2009, a copy of the foregoing was served on counsel for Appellee Estate of Diana Lynn Bain by ordinary U.S. Mail, first class postage prepaid, addressed to the attention of Jeffrey N. James Esq., Counsel for Appellee, Lombardi & James, 137 Main Street, Suite 206, Akron, Ohio 44308.



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