

From: KJ Hernandez
To: AJ
Subject: CORRECTED Baby Expenses October thru December & Notes about Catch-up
Date: Saturday, September 15, 2012 8:37:19 PM

Corrected

On Sat, Sep 15, 2012 at 8:17 PM, KJ Hernandez <kjxatm@gmail.com> wrote:

Here are the estimates that I think we can use going from October through December for now. If things change or there is a major expense over those three months, we can discuss when it arises. I can recalculate in January since insurance will go up and he will be eating baby food a couple of months into the new year.

Daycare - \$1000

Diapers and wipes per month - \$100

Health Insurance - \$123 (\$53 x 7 pays left in the year/3)

Replacement Pacifiers - \$10

Clothes - \$60

Gas Drops - \$20

Breastfeeding Supplies - \$30

TOTAL = \$1343.00.....Your half per month from October thru December would be \$671.00.

Other expenses you wanted me to include were medical expenses and insurance increase due to pregnancy. Those two are noted below as well as my missed paychecks due to maternity leave.

- My health insurance increased by \$53 per paycheck in January since I moved it to the higher plan to cover the medical expenses I knew I would incur with the pregnancy. There have been 19 pay checks from January thru September so that is \$1,007.
- I estimated my medical expenses including massages, medication, bills, and copays to be \$1,800.
- My missed income for maternity leave was 4.5 paychecks which is equal to 9,819.07 after short-term and long-term disability were paid.

Not including my missed income, I have spent about \$5,420 thru September. You already gave me \$3,000 toward that, which is \$290 more than half of the expenses.

The \$1200 you gave me today will cover October expenses and some of November. So including the overage of \$290 you paid, your next check can be \$524.5 and that would finish out the year and put us even I believe.

As for missed income, I do not expect you to pay me half of the \$9,000+ I missed. If you want to contribute something toward that, it is entirely up to you. There is no pressure or expectation of you to do so.

Hope the breakout above for the month makes sense. Let me know if you have questions or concerns about the monthly averages I have put together or if there is anything you think I may have missed.

Thanks.

Kathy

From: ari_jurado@qualineconsulting.com
To: [LeeAnn Massucci](#)
Cc: [Eimear Bahnson](#); [Amy Waring](#)
Subject: [G. Jurado: Child support voluntary payments YTD](#)
Date: [Sunday, December 9, 2012 1:56:13 PM](#)
Attachments: [CORRECTED Baby Expenses October thru December Notes about Catch-up \(7.19 KB\).msg](#)
[BofA Chkng Receipt 2012-08-26 - Check 4741.pdf](#)
[BofA Chkng Receipt 2012-09-06 - Check 4742.pdf](#)
[KH- ^{Name} ~~Redacted~~ 2012 Payment #3.jpg](#)
[KH- ^{Name} ~~Redacted~~ 2012 Payment #4.jpg](#)

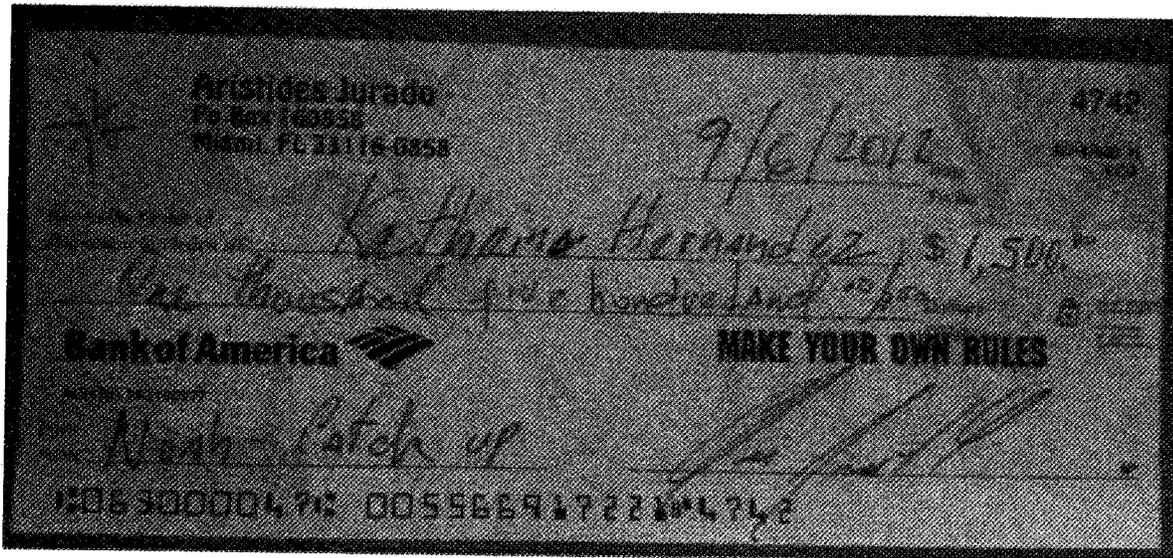
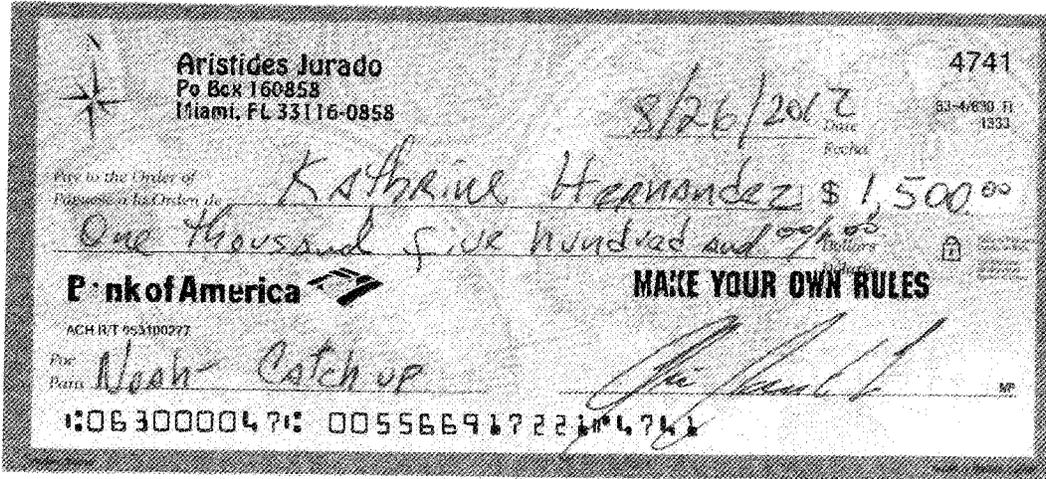
Hi LeeAnn,

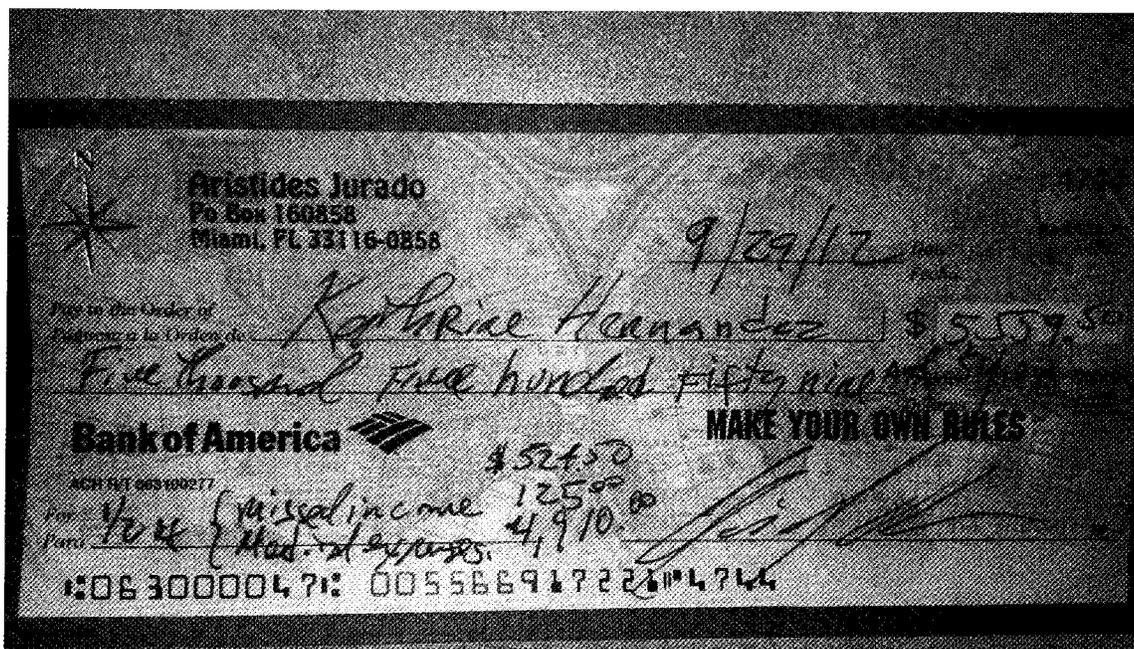
In 2012 since ^{Name} ~~Redacted~~ was born, I have made payments voluntarily to help cover expenses related to him. The total is \$9,759.50, which is a lot considering that a) my son was born in July; b) I was unemployed for 6 months (even had to get a loan from parents).

I have attached copy of the checks for payments I have YTD in lieu of formal child support. I have also included a tally of expenses, per ^{Name} ~~Redacted~~ mother.

Thanks,

Ari





From: [KJ Hernandez](#)
To: [AJ](#)
Subject: Child Support for January and February 2013
Date: Wednesday, February 6, 2013 4:58:48 PM

I got through to the Child Support Agency today and confirmed that I can accept the check payment of January and February child support that you provided directly to me. When a case is finally created and we have a case worker, all I need to do is reach out to him/her and request Agreed Entry paperwork. It will need both our signatures and will need to be notarized. Neither of us have to involve our attorneys in creating any sort of form as there is already standard paperwork to report direct payments.

You should note, however, that because it can take so long for CSEA to get our paperwork from the court, when the account is set up, it will automatically be in arrears until we submit the Agreed Entry paperwork.

We should both be on the lookout for the case number information and alert the other when one has it so that we can be expeditious in completing the necessary paperwork to credit the January and February payment you made directly to me.

I was told that it can take up to 30 days for CSEA to receive documents from the court and then another possible 6 weeks to establish the account and receive a first payment. It is a small possibility that you will be able to post payment for March, but it very well could be until April depending on how slow the paperwork process is.

From: ari_jurado@qualineconsulting.com
To: [Kathy Hernandez @ home](#); [Kathy @ Cell](#)
Bcc: tjurado01@gmail.com
Subject: Reminders
Date: Monday, February 11, 2013 4:02:51 AM

Please remember to:

1. Deposit the Child Support check!
2. Add a 2nd pacifier to ~~Home~~ ~~Basinet~~ bag (i.e. the one I gave you for that purpose)
3. Remove Tyler's Hockey Stick from your car.

Ari

From: K1 Hernandez
To: ari_jurado@qualineconsulting.com
Subject: Re: Child Support Payment for March
Date: Wednesday, March 27, 2013 12:48:58 PM

I got it. Chase should have sent you confirmation when I accept payment. I am sure I can work that out with the Child Support Agency on when I will receive the funds. I can work directly with the case worker.

On Wed, Mar 27, 2013 at 12:35 PM, <ari_jurado@qualineconsulting.com> wrote:

Did you get the electronic payment I sent through Chase yesterday? Starting in April, I will start making the payment via the agency. I will let you know what my estimate is that you will get the funds each month.

Thanks,

Ari

Ari Jurado

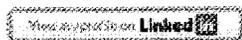
Exelon HR Merger Project - Accenture

Mobile: (305) 799-2212

Aristides.Jurado@Exeloncorp.com

Aristides.Jurado@Accenture.com

ari_jurado@qualineconsulting.com



From: LeeAnn Massucci
To: Blythe Bethel
Cc: LeeAnn Massucci; Amy Waring; Eimear Bahnon; ari.jurado@qualineconsulting.com; Ronald R. Petroff, Esq.
Subject: Jurado/Hernandez CAR TAGS / BOTTLES
Date: Friday, March 29, 2013 12:35:57 PM

Blythe-

Ari reports to me that his tags are expired, and that Kathy and he have discussed how to deal with this until it is remedied.

It sounds as though she may have not told you that.

In short, when they discussed this Kathy agreed that she would rather do the dropping off / picking up of [Name Redacted] as much as possible and that until Ari was able to transfer title he would try not to drive [Name Redacted] in his vehicle. In fact, whenever he thought he might be driving [Name Redacted] he rented a vehicle (sometimes the vehicle remained idle because he did not drive anywhere)

Kathy is well aware of the efforts Ari has exerted to avoid an issue like this.

His car requires a transfer of title from Florida to Ohio, an out of state inspection form completed and the new title can only be obtained at the main DMV location.

As you might expect, this is extremely time consuming and Ari's time in Ohio is limited -- and his energies have been focused on trying to peacefully enjoy time with his son.

To complicate this issue, his vehicle has been in the repair shop for more than 20 days at various points over the past 2 months -- making the inspection impossible.

Nonetheless, he understands the need to rectify this and will continue to rent a vehicle if necessary.

I hope this better explains the "whole picture" to you.

If you would like any further information on this, please ask.

Also, as you may already know, the Pediatrician that Ari met with yesterday indicated that supplementing breast milk feedings with formula would certainly not harm [Name Redacted] and perhaps we could consider adding formula to [Name Redacted] diet to circumvent the bottle delivery challenges.

Just a thought.

As always, thanks for your efforts.

LMM

From: ari_jurado@qualineconsulting.com
To: LeeAnn Massucci; Eimear Bahnson
Cc: Amy Waring; Blythe Bethel
Subject: Hernandez-Jurado: Child Support Agency - Payments
Date: Thursday, May 30, 2013 12:31:14 PM

Hi LeeAnn and Eimear,

I need your help with another challenge that could potentially become bigger. Jennifer Netmeier, our CSEA case worker called me last week to follow up on the current status of ^{None} ~~Redacted~~ account. Kathy had committed to send an Agreed Entry form completed so that I get credit for all the payments I have made directly to her.

She has contacted Kathy (and viceversa) and had sent her several times the blank form to be filled out (**for the past 3 months at least**) and Kathy has NOT provided her with the form/information. Jennifer told me that soon, they will have to enforce the arrears in my account because as far as they know, I have not been providing for ^{None} ~~Redacted~~

Just some background information: Only 2-3 days after the Child Support order was signed on 1/23 (at the court hearing), I discussed this with Kathy and I even paid a visit to the CSEA in person to inquire about the process.

We both understood that if I had just made the payments to the CSEA from day 1, it would have taken about 2 months (at least) for the first payment to get to Kathy. Because of the initial setup process that is slow, and the fact that we would have a case worker or even a case number for weeks or months, **I decided that it was worth the risk and pay Kathy directly, for** ^{None} ~~Redacted~~ **best interest.** Of course, Kathy agreed to cooperate because it was to her benefit also.

I have been working with my accountant to setup a garnishment deduction from my own (new) payroll process of my Corporation so that the payments will be transmitted electronically to the CSEA every month starting in June.

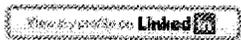
I can provide with copies of the payments made if necessary, but hopefully it will not need to get to that.

Any help will be appreciated. THANKS!

Ari

Ari Jurado

Exelon HR Merger Project - Accenture
Mobile: (305) 799-2212
Aristides.Jurado@Exeloncorp.com
Aristides.Jurado@Accenture.com
ari_jurado@qualineconsulting.com



From: ari_jurado@qualineconsulting.com
To: [LeeAnn Massucci](mailto:LeeAnn.Massucci); [Eimear Bahnson](mailto:Eimear.Bahnson); knapmj@odjfs.state.oh.us
Cc: [Amy Waring](mailto:Amy.Waring); [Blythe Bethej](mailto:Blythe.Bethej)
Subject: Hernandez-Jurado: Child Support Agency - Payments (case # 7094422743)
Date: Wednesday, June 5, 2013 3:18:09 PM
Attachments: [ChildSupp Payment - ^{Name} ~~Redacted~~ Jurado - 2013 Apr.pdf](#)
[ChildSupp Payment - ^{Name} ~~Redacted~~ Jurado - 2013 Jan-Feb.pdf](#)
[ChildSupp Payment - ^{Name} ~~Redacted~~ Jurado - 2013 Mar.pdf](#)
[ChildSupp Payment - ^{Name} ~~Redacted~~ Jurado - 2013 May.pdf](#)

Hi LeeAnn,

I have attached proof of payments for the 5 months of child support payments made to date. Here are some facts:

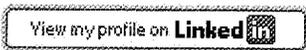
- ✓ The total amount paid to date is: **\$1,125.54 x 5 months = \$5,627.70** (the CSEA processing fee has not been included because CSEA will waive it once they get the Agreed Entry form.
- ✓ The CSEA case # is case # is **7094422743**
- ✓ Jennifer Knapmeyer, our CSEA case worker (email knapmj@odjfs.state.oh.us) called me last week to follow up on the current status of ^{Name} ~~Redacted~~ account. Kathy had committed to send an Agreed Entry form completed so that I get credit for all the payments I have made directly to her. Jennifer has contacted Kathy (and viceversa) and had sent her the blank form to be filled out (for the past 3 months at least) and Kathy has not provided her with the form/information. Jennifer told me that soon, they will have to enforce the arrears in my account because as far as they know, I have not been providing for ^{Name} ~~Redacted~~.

I have also included Jennifer's email address in the list of recipients for this communication, because she was expecting an update from me last Friday.

Best regards,

Ari

Ari Jurado
Principal HCM Consultant, Qualine Consulting
(305) 799-2212
ari_jurado@qualineconsulting.com



ARISTIDES JURADO
QUALINE, INC.
 3963 EASTON WAY
 COLUMBUS, OH 43219

25-3 326
 440
 1324

Court CASE#
 12 JUL 11 144799
 DATE 2/4/2013

PAY TO THE ORDER OF Kathrine Hernandez \$ 2251.08

Two thousand two hundred fifty one and ⁰⁸/₁₀₀ DOLLARS

CHASE
 JPMorgan Chase Bank, N.A.
 www.Chase.com

MEMO Child Support for Noah Jurado
JAN & FEB 2013

DOB: 07/10/2012

⑆044000037⑆ ⑆52269770⑆ 1324



Send On	Status	Recipient	Amount
03/26/2013	Completed	Kathy H. <small>Quick Support # Payment for our 3 00, 20000 G. Juro 00, correspondin g to March 2013.</small>	\$1,125.54

The payment notification was sent to Kathy H. on 03/26/2013.
 The payment was accepted.
 We completed the payment from BUSINESSSELECT CHKG (...9770).

Email address: kxatm@gmail.com
Transaction number: 3185483683



[My Accounts](#)

[Send Payments](#)

[Collect & Deposit](#)

[Transfer Funds](#)

[Customer Center](#)

Send Money with Chase QuickPaySM

You've sent a payment notification to Kathrine Hernandez.

Send to: Kathrine Hernandez
Kathrine H.

Email address: kpatm@gmail.com

Amount: \$1,125.54

Pay from: BUSINESSSELECT CHKG (...9770)

Message: Child Support Payment for our son, *Jose G.* Jurado, corresponding to April 2013.

Send on: 04/11/2013

Status: Pending Acceptance

Transaction number: 3214376152

Important! We'll cancel this transaction if the money hasn't been accepted by 04/24/2013.

JPMorgan Chase Bank, N.A. Member FDIC
Equal Opportunity Lender



Send On ▾	Status	Recipient	Amount
05/16/2013	Completed	Kathy H. Child Support P system for our s on, 2013 G. Jura so, correspond g to May 2013	\$1,125.54
<input checked="" type="checkbox"/> The payment notification was sent to Kathy H. on 05/16/2013. <input checked="" type="checkbox"/> The payment was accepted. <input checked="" type="checkbox"/> We completed the payment from BUSINESSSELECT CHKG (...9770).			
Email address: kjaxtm@gmail.com			
Transaction number: 3273867413			

From: LeeAnn Massucci
To: Erika Smitherman; Benjamin R. Nyhan, Esq.; Ronald R. Petroff, Esq.
Cc: LeeAnn Massucci; Amy Waring; Eimear Bahnson; Blythe Bethel; ari_jurado@qualineconsulting.com
Subject: FW: Hernandez-Jurado: Child Support Agency - Payments (case # 7094422743)
Date: Wednesday, June 5, 2013 9:14:59 PM
Attachments: ChildSupp Payment - ~~Name~~ Jurado - 2013 Apr.pdf
ChildSupp Payment - ~~Name~~ Jurado - 2013 Jan-Feb.pdf
ChildSupp Payment - ~~Name~~ Jurado - 2013 Mar.pdf
ChildSupp Payment - ~~Name~~ Jurado - 2013 May.pdf

Counsel-

I am writing to remind you that the CSEA is still waiting on an Agreed Entry confirming the 5 months of direct pay from Mr. Jurado to Ms. Hernandez.

I have attached documentation for those payments for your convenience, but I trust Ms. Hernandez would confirm receipt as well.

I understand that Ms. Hernandez committed agreed to sign acknowledgment by way of an Agreed Entry that Mr. Jurado did make payments to her directly, but to date CSEA has not received the Entry.

We anticipated your office preparing the Entry, but please advise if this is not correct.

My understanding is Jennifer Knapmeyer, the CSEA case worker (email: knapij@odjfs.state.oh.us) contacted both parties last week asking for a status because the agency had not received the Entry.

The total paid to Ms. Hernandez was \$5,627.70 for 5 months which does not include the 2% processing as it will be waived once they receive the Entry.

Apparently there is also a "form" that was sent to Ms. Hernandez for her to complete. I am not aware of any form from CSEA but perhaps Ms. Hernandez could clarify.

In any event, this needs to be rectified in a separate Entry ASAP as Ms. Knapmeyer informed Mr. Jurado that soon they would enforce arrearages because as far as they know, he has not been paying support.

Please advise at your earliest convenience.

Again, we look forward to receiving the proposed parenting time / holiday time Entry by Friday as well.

Thank you!

LeeAnn M. Massucci
Massucci & Kline LLC

*250 Civic Center Drive
Suite 630
Columbus, OH 43215
Phone: 614.484.0177
Fax: 614.484.0181
www.mkfamilylaw.com*

FROM THE LAW OFFICE OF MASSUCCI & KLINE LLC

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Ari Jurado

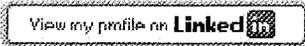
From: ari_jurado@qualineconsulting.com
Sent: Thursday, July 18, 2013 1:31 PM
To: Kristin DiFranco
Subject: RE: PeopleSoft PM Honda
Attachments: Jurado, Aristides - Resume Rev C.6.0.0.lmg.pdf

Hi Kristin!

Here is my updated resume. Please let me know if they have any questions for me or if they give you any feedback.

Ari

Ari Jurado
Principal HCM Consultant, Qualine Consulting
(305) 799-2212
ari_jurado@qualineconsulting.com



From: Kristin DiFranco [mailto:k.difranco@hotmail.com]
Sent: Wednesday, July 17, 2013 9:53 AM
To: ari_jurado@qualineconsulting.com
Subject: PeopleSoft PM Honda

Hey Ari!

Here is the job description. They can pay you \$105. Is that okay?

We are currently accepting resumes for a **PeopleSoft Project Manager** in **Marysville, OH**.

The selected candidate will perform the following duties:

- Responsible for project planning including developing project estimates, workplans, cost and schedules- including Risk Management Plan, Communication Plan, Documentation Plan, Quality Plan, Resource Staffing Plan, and all subordinate workplans
- Responsible for Financial Management, ensuring all project cost (labor, hw, sw, vendor) is managed at the detailed level which includes tracking plan vs. actual costs as well as forecasting project funding needs
- Responsible for vendor management including managing and ensuring vendor compliance with contract(s) if applicable. This includes quality, cost, and delivery aspects related to statement of work
- Responsible for auditing of vendor performance based on contractual requirements prior to authorizing vendor payment
- Develop working relationship with vendor assigned resources
- Responsible for project monitoring and control; monitoring project scope, change requests, issues, risks, and schedule
- Manage project issues to resolution
- Escalate appropriately when project issues dictate
- Support department and division budgeting process to ensure funding is appropriately allocated
- Ensures all stakeholders at all levels are aware of progress through project meetings, status reports, meeting minutes, and milestone reviews
- Staff management; monitors the performance of all resources assigned to the project
- Takes appropriate action to motivate and lead the team to deliver high quality, on time, within approved budget
- Ensures appropriate design, code and test standards are followed in the development of the solution
- Responsible for turnover of project to post production support team, this includes ensuring readiness in all aspects of baseline support
- Ensure that problems/ difficulties during project are documented and recommendation for improvement is identified

Hernandez-Jurado-State_of_Ohio

- Make sure all project documentation is stored in appropriate locations
- Responsible for financial/ budget closure
- Ensure customer satisfaction and warranty (defects) analysis
- Responsible for project closure event execution
- Monitor status of project(s)
- Responsible for project control
- Communicate with stakeholders
- Coordinate team work deliverables/ activities
- Responsible for status reporting
- Responsible for risk/ Issue escalation/ coordination
- Responsible for meeting facilitation
- Deliver project presentations to Sr. and Executive Management as required for project evaluation meetings

Required Skills and Experience:

- Bachelor's degree in Computer Science or equivalent work experience
- Experience with Clarity, Open Workbench, and MS Project applications
- Expert knowledge of project planning with workplan, risk and schedule development focus
- Experience with process analysis and business process modeling expected
- Expert knowledge of project control- issues management, risk management, scope management, change management, schedule management, and cost management
- Strong relationship building skills (customer, vendor, leadership)
- Strong communication skills (verbal and written)
- Strong demonstrated project management and control skills
- Experience with systems development methodologies
- Experience with executive level presentation preparation and delivery

Preferred Skills and Experience:

- PMP Certification
- Microsoft Office Suite knowledgeable
- 10 years of IT/PM experience

Kristin V. DiFranco

Ari Jurado

From: stephanie.a.randell@accenture.com
Sent: Wednesday, September 4, 2013 8:53 AM
To: ari_jurado@qualineconsulting.com
Subject: RE: Accenture - Assessment 2 - Skills Interview

Categories: Topic of Interest

Hi Ari,

Allison Garcia will contact you at 12:30 p.m. EST. on Thursday, September 5th; there has been a change in her schedule.

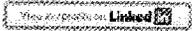
Stephanie

From: ari_jurado@qualineconsulting.com [mailto:ari_jurado@qualineconsulting.com]
Sent: Tuesday, September 03, 2013 9:10 PM
To: Randell, Stephanie A.
Cc: Garcia, Allison C.
Subject: RE: Accenture - Assessment 2 - Skills Interview

Thank you Stephanie. I have already marked my calendar.

Ari Jurado

Mobile: (305) 799-2212
ari_jurado@qualineconsulting.com



From: stephanie.a.randell@accenture.com [<mailto:stephanie.a.randell@accenture.com>]
Sent: Tuesday, September 03, 2013 4:57 PM
To: ari_jurado@bellsouth.net
Cc: allison.c.garcia@accenture.com
Subject: Accenture - Assessment 2 - Skills Interview

Hello Aristides:

I'm pleased to confirm your second-round telephone interview for the position of PeopleSoft HRMS Manager at Accenture Services. Please find the details for this discussion below:

Date: Thursday, September 5, 2013
Time: 12:00 p.m. EST
Hiring Manager: Allison Garcia - Senior Manager
Contact Number: (305) 799-2212

Hi Ari,

You are confirmed for an Assessment 2 - Skills interview for the PeopleSoft HRMS Manager role. You will be contacted via the telephone by Allison Garcia, Accenture Senior Manager. If you are unable to attend the interview please let me know immediately my contact details are listed below.

Your phone interview will last about 60 minutes. During this discussion the hiring manager will review your background, provide an overview of the State of Ohio project and the and the scope of the role you are being considered.

Hernandez-Jurado-State_of_Ohio

To learn more about this position, visit us at www.uscareers.accenture.com and search for Job Number 00202238. Or, just click here, then click on the job title at the top of the Web page.

Upon the conclusion of this interview I will be in contact with you during the week of September 9, 2013 with feedback and next steps.

Thank you,

Stephanie Randell
stephanie.a.randell@accenture.com
(312)693-5866

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Ari Jurado

From: stephanie.a.randell@accenture.com
Sent: Wednesday, August 21, 2013 8:28 AM
To: ari_jurado@qualineconsulting.com
Subject: RE: PeopleSoft HRMS Manager - 00202238: Job Application Follow-up

Categories: Topic of Interest

Hi Ari,

Thank you for your continued interest in Accenture. You are confirmed for an Assessment 1 – Screen on **Wednesday, August 21, 2013 @ 9:30 a.m. EST**. I will contact you at (305)799-2214.

Stephanie Randell

US Accenture Talent Acquisition
Technology Growth Platform
Sr. Recruiter
Direct: 708.693.5866
Stephanie.a.randell@accenture.com



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Please visit our [US Careers Website](#) to learn more and apply. Accenture Employees may submit referrals [here](#)

From: ari_jurado@qualineconsulting.com [mailto:ari_jurado@qualineconsulting.com]
Sent: Tuesday, August 20, 2013 9:14 PM
To: Randell, Stephanie A.
Subject: PeopleSoft HRMS Manager - 00202238: Job Application Follow-up

Hi Stephanie,

Thank you for following up on my application in such a timely fashion. I am certainly interested in talking to you. I am currently in Columbus, Ohio (EDT time zone) and these are the dates and times that I may be available this week to talk on the phone:

- ❖ Wed 8/21: 9:30am-11:30am; 1:00p-3:00p (EDT)
- ❖ Thu 8/22: 11:30a-1:00p; 4p-7p (EDT)
- ❖ Fri 8/23: 9a-1p (EDT)

The best number to reach me is (305) 799-2212.

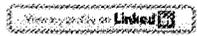
I am looking forward to discussing this opportunity with you.

Regards,

Ari Jurado

Mobile: (305) 799-2212

ari_jurado@qualineconsulting.com



From: Accenture Talent Acquisition [mailto:careers@accenture.com]

Sent: Tuesday, August 20, 2013 2:51 PM

To: ari_jurado@bellsouth.net

Subject: Follow-up from Accenture

Hello Aristides,

I'm a recruiter for Accenture Services looking for strong candidates, like you, to be considered for our PeopleSoft HRMS Manager - 00202238 position.

I just reviewed your resume in application for PeopleSoft HRMS Manager - 00202238 and would like to talk with you for about 30 minutes or so to review your background, in more detail, and give you more information about Accenture Services and our recruiting process.

If you're interested in talking with me about this opportunity, please reply with:

- Two or three dates and times over the next few days when you'll be available (please include your time zone), and
- A contact number at which I can reach you

You can access your profile to review the job description and update/submit your information by [clicking here](#).

Thanks for your interest in Accenture Services. I look forward to speaking with you soon!

If you have any questions, please let me know.

Thank you,

Stephanie Randell

stephanie.a.randell@accenture.com

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Ari Jurado

From: Ari Jurado
Sent: Friday, August 30, 2013 12:59 PM
To: 'Kevin Broyles'
Subject: RE: Peoplesoft Developer Opportunity in Columbus, OH
Attachments: Jurado, Aristides - Resume Rev C.6.0.1.tec.doc

Hi Kevin,

It was a pleasure talking to you today. Here is a recap of our conversation:

1. Client: OSU
2. Duration of engagement: 3 – 6 months
3. Work to start in mid-september
4. Rate agreed: \$95/hr corp-to-corp
5. Technical/Development role
6. OSU is a direct client of Apex Systems
7. Feedback from client is expected by Wednesday next week
8. No non-compete to be entered for this engagement
9. References to be provided at the time of the first interview with the client.

My resume in Word format is attached.

Thank you Kevin and have a nice Labor Day weekend!

Ari

From: Kevin Broyles [<mailto:kbroyles@apexsystemsinc.com>]
Sent: Thursday, August 29, 2013 10:06 AM
To: ari_jurado@qualineconsulting.com
Subject: Peoplesoft Developer Opportunity in Columbus, OH

Good morning Ari,

I have a new position you may be interested in. Send me your updated resume if you would like to move forward. If not, I ask that you forward this information to anyone might be.

Thanks,

3-6 Month Contract Opportunity in Columbus, OH

Our direct client is looking for a candidate for a PeopleSoft Developer opening with a client in the Columbus, OH area. The individuals need to have at least 3-5 years of experience in PeopleSoft development.

Job Description:

As part of the PeopleSoft Upgrade project and ongoing support here for our client. This engagement requires at work experience in the development/ maintenance of PeopleSoft applications, specifically in PeopleSoft HRMS. He/she may be required to work as backfill to the client resource and/or work on the development and testing of the changes.

Requirements:

- Develops, tests, debugs, and documents application modifications for PeopleSoft HR/ Campus Solutions applications
- Requires working knowledge of Application Designer, PeopleCode, SQR, SQL, Application Engine, and other PeopleTools.
- Provides technical assistance, including debugging and enhancement of existing systems.
- Good written and oral communication skills
- HRMS experience is desired
- 3~5 years PeopleSoft development experience

Kevin Broyles
ERP Specialty Recruiter
Apex Systems, Inc.
5020 Sadler Place
Glen Allen, Virginia 23060
Direct Phone: 804-545-7713

This email was sent to ari_jurado@qualineconsulting.com by Kevin Broyles.
To remove your email address permanently from future mailings, please [click here](#).

Ari Jurado

From: jan.solon@accenture.com
Sent: Monday, September 30, 2013 2:35 PM
To: ari_jurado@qualineconsulting.com
Subject: Review of Potential Schedule?
Attachments: Ari Jurado Schedule Options.xlsx

Hello Ari,

Always great to talk to you. Could you take a look at the attached write-up of what I understand your schedule to be? Hopefully it makes sense, but by way of explanation:

- I broke out where you need to be at 9am and 4pm each day of the week.
- The left-hand columns represent that day-by-day view
- Like you noted, the schedule starts to repeat every 4 weeks
- On the right, I started putting together a week-by-week view of what might be feasible.
- My initial guidelines were as follows:
 - Assume one flight to Chicago per week, given that your blocks of time would have to be short
 - You do not work in Chicago on a day when you have to pick up ~~Home~~ ~~Relocated~~
 - If you work on-site the day before you pick up ~~Home~~ ~~Relocated~~ you wouldn't leave for the airport before 5pm; whether you prefer to fly late in the evening or the following morning would be up to you
 - By my count, most weeks this gives you 1.5 days on-site (12 hours)
- A couple more thoughts for you:
 - My suggestion would be that we propose this as part-time. You could support 16 hours remote and 12 hours on site most weeks, adding to 28 hours per week. While you might be willing/able to support 40 hours, given that you're going to have an odd schedule, I think you're best off being thought of as a part-time resource.
 - I know you can be flexible, but the model I was thinking of for you effectively commits 4 days a week, assuming that you're going to need 4 hours for travel on the days you drop off ~~Home~~ ~~Relocated~~ (32 hours total, minus 4 hours for travel, ends up at 28)
 - I cut off the scheduling model after two full cycles of your schedule, not because of any planned deadline. At this point I don't know how long a period we're even talking about.

Let me know the following:

- 1) Does the schedule on the left capture the basics of your schedule accurately?
- 2) Do you have any significant corrections to my proposed guidelines on the right?

Thanks,
Jan

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Ari Jurado

From: ari_jurado@bellsouth.net
Sent: Monday, September 16, 2013 7:01 PM
To: 'Trevor Owen'
Subject: PS TL Role in Columbus: IBM/NiSource
Attachments: Jurado, Aristides - Resume Rev C.6.0.0.fcn.doc; Jurado, Aristides - Resume Rev C.6.0.0.fcn.pdf

Hi Trevor,

You have perfect timing as always. I am confirming that:

1. I am available immediately
2. I have not been submitted to any roles at IBM/NiSource
3. The agreed rate is \$96/hr all inclusive, corp-to-corp.

Here is my latest resume in both Word and PDF formats.

Please keep me posted. Best regards!

Ari

From: Trevor Owen [<mailto:trevor.owen@omnipointstaffing.com>]
Sent: Monday, September 16, 2013 5:05 PM
To: ari_jurado@bellsouth.net
Subject: PeopleSoft Time & Labor role

Thank you for taking the time to speak with me regarding my PeopleSoft Time & Labor role. The role is with IBM/NiSource in Columbus, OH. Please confirm that you are available immediately and that you have not already been submitted for any roles at IBM/NiSource. Also, please confirm that you are ok with being submitted at \$96 all inclusive in a C2C basis.

The description is below for your review.

Please confirm that OmniPoint is authorized to submit you for the role.

Also, please send your updated resume.

Please confirm these items and I will get you submitted immediately.

Thanks,

Trevor

PeopleSoft Time & Labor Consultant
8 months
Columbus, OH

Description:

Client has a need for a PeopleSoft Time and Labor consultant to configure PS HCM 9.1 (9.1 or above) ~ A SME with business perspective and a func/tech mix would be perfect
* ability to lead a large team

Hernandez-Jurado-State_of_Ohio

* workbrain T&L func/tech resource would be best

Current resource in place is rolling to the AMS side of the project ~ a large amount of knowledge transfer & shadowing is expected.

The time and labor piece just finished design, and is expected to go live in Feb / March. The Workbrain side has 4.1 done, and now implementing 6.0

Trevor Owen

OmniPoint Staffing

(678)984-6030 (phone)

(800)531-2108 (fax)

www.omnipointinc.com

STATEMENT OF WORK #1
to
Staff Augmentation Master Services Agreement dated October 14, 2013 ("MSA")
between
LIMITED STORES, LLC ("LIMITED STORES")
and
Digital Intelligence Systems, LLC (DISYS) ("CONTRACTOR")

Project Title: PeopleSoft development/support resource

LIMITED STORES Project Manager: Lisa Staples
Telephone Number: 614-289-2674
E-Mail: lstaples@thelimited.com

CONTRACTOR Project Manager: Eric Pothoven
Telephone Number: 614-515-4777
E-Mail: Eric.Pothoven@DISYS.COM

Effective as of October 14, 2013, LIMITED STORES and CONTRACTOR have agreed to the following:

1 Statement of Work/Tasks to be Completed (Sections 1.1 and 1.2 of MSA)

For the purposes of supporting LIMITED STORES' PeopleSoft HRMS 8.3 application, CONTRACTOR has agreed to provide services including, but not limited to, the following:

- Troubleshooting production issues related to HR, Payroll and Benefits Administration functionality
- Coding, testing and deploying custom modifications to the delivered PeopleSoft functionality using common PeopleSoft tools including SQR, Application Engine and PeopleCode
- Coding, testing and deploying fixes to both PeopleSoft delivered code, and pre-existing customizations done by LIMITED STORES
- Creating and tuning queries
- Researching questions related to delivered PeopleSoft HR, Payroll and Benefits Administration functionality
- Researching questions related to existing PeopleSoft bugs and issues and/or proposed functionality

These services are agreed to with the following conditions:

- For a period of two weeks from the day services begin, LIMITED STORES may terminate this Statement of Work at their discretion by notifying CONTRACTOR in writing. Afterwards, LIMITED STORES will only be obligated to give 1 week written notice to CONTRACTOR to terminate this Statement of Work.
- Unless otherwise terminated in writing, this Statement of Work will expire on **December 31, 2013** at which point, services may be extended under a new Statement of Work.

2 Schedule of Delivery (Section 1.4 of MSA)

Delivery schedules shall be determined by the LIMITED STORES Project Manager and are dependent on the scope of the individual work efforts.

3 Change Orders (Section 1.5 of MSA)

Change Orders should follow the applicable language from the MSA.

4 Testing Criteria (Sections 1.6 and 1.7 of MSA)

Statement of Work #1

LIMITED STORES, LLC

Testing strategies shall be determined by the LIMITED STORES Project Manager and are dependent on the scope of the individual work efforts. At a minimum, CONTRACTOR shall unit and system test all work performed or coded by CONTRACTOR before delivering it to LIMITED STORES for additional QA and/or user acceptance testing. Code will be migrated only under the approval of the LIMITED STORES Project Manager and by following all existing policies and procedure set forth for the migration of such code.

5 Acceptance (Section 1.8 of MSA)

N/A

6 Key Personnel (Section 2.5 of MSA)

Ari Jurado

7 Employee Changes (Section 2.8 of MSA)

Any change in CONTRACTOR'S personnel shall require 30 days prior written notification and must be approved by LIMITED STORES in writing under a new Statement of Work.

8 Meetings & Reports (Section 3.1 of MSA)

CONTRACTOR shall hold weekly meetings, as necessary, in person, via phone or via webx with LIMITED STORES Project Manager to provide status on the deliverables.

9 Tools (Section 3.5 of MSA)

LIMITED STORES will provide CONTRACTOR with VPN and remote desktop access to the PeopleSoft environments necessary under this Statement of Work. This will include the software necessary to maintain a direct database connection with the PeopleSoft database, namely Oracle 10g client software and PeopleSoft's Application Designer.

10 Fees for Services (Section 4.1 of MSA)

The work performed under this Statement of Work will be charged at an hourly rate of **\$115/hour** for a maximum of **20 hours per week**. Any hours in excess of **20 hours per week** must be pre-approved in writing by LIMITED STORES.

11 Not-To-Exceed Amount (Sections 4.1.1 and 4.1.2 of MSA)

N/A

12 Payment for Services (Section 4.3 of MSA)

Invoices and payments should conform to section 4.3 of the MSA, namely a consolidated monthly invoice itemized with hours worked, tasks performed and work products delivered during the time period LIMITED STORES is being invoiced for.

13 Reimbursement of Expenses (Section 4.2 of MSA)

LIMITED STORES will not be reimbursing any Expenses related to this Statement of Work unless LIMITED STORES has pre-approved of such Expenses in writing.

14 Warranty of Performance (Section 7.2 of MSA)

No warranty of performance is implied under this Statement of Work.

15 Business Associate Agreement

Given that the Services set forth in this Statement of Work involve access to protected health information (PHI), CONTRACTOR shall execute the attached Business Associate Agreement.

16 Exclusion of Section 10.11 of MSA

Notwithstanding anything to the contrary in this Statement of Work and the Agreement, Section 10.11 (Hiring Restriction) of the Agreement shall not apply to Limited Stores with respect to any decision to employ Ari Jurado directly.

CONTRACTOR acknowledges that the Services and delivery of Work Products (deliverables) set forth in this Statement of Work or its functional equivalent shall be subject to and governed by all terms and conditions of the Staff Augmentation Master Services Agreement and shall constitute a Statement of Work and part of Exhibit A to such Agreement.

LIMITED STORES, LLC

**CONTRACTOR:
DIGITAL INTELLIGENCE SYSTEMS, LLC (d/b/a DISYS)**

By: 
Name: JOHN D. BUELL
Title: EVP & CFO

By: 
Name: Alex Baldwin
Title: General Counsel

STATEMENT OF WORK #1
to
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These services are agreed to with the following conditions:

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Statement of Work #1

LIMITED STORES, LLC

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5 Acceptance (Section 1.8 of MSA)

N/A

6 Key Personnel (Section 2.5 of MSA)

Ari Jurado

7 Employee Changes (Section 2.8 of MSA)

Any change in CONTRACTOR'S personnel shall require 30 days prior written notification and must be approved by LIMITED STORES in writing under a new Statement of Work.

8 Meetings & Reports (Section 3.1 of MSA)

CONTRACTOR shall hold weekly meetings, as necessary, in person, via phone or via webx with LIMITED STORES Project Manager to provide status on the deliverables.

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10 Fees for Services (Section 4.1 of MSA)

this is the employer's rate

The work performed under this Statement of Work will be charged at an hourly rate of **\$115/hour** for a maximum of **20 hours** per week. Any hours in excess of **20 hours** per week must be pre-approved in writing by LIMITED STORES.

11 Not-To-Exceed Amount (Sections 4.1.1 and 4.1.2 of MSA)

N/A

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Invoices and payments should conform to section 4.3 of the MSA, namely a consolidated monthly invoice itemized with hours worked, tasks performed and work products delivered during the time period LIMITED STORES is being invoiced for.

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Given that the Services set forth in this Statement of Work involve access to protected health information (PHI), CONTRACTOR shall execute the attached Business Associate Agreement.

16 Exclusion of Section 10.11 of MSA

Notwithstanding anything to the contrary in this Statement of Work and the Agreement, Section 10.11 (Hiring Restriction) of the Agreement shall not apply to Limited Stores with respect to any decision to employ Ari Jurado directly.

CONTRACTOR acknowledges that the Services and delivery of Work Products (deliverables) set forth in this Statement of Work or its functional equivalent shall be subject to and governed by all terms and conditions of the Staff Augmentation Master Services Agreement and shall constitute a Statement of Work and part of Exhibit A to such Agreement.

LIMITED STORES, LLC

**CONTRACTOR:
DIGITAL INTELLIGENCE SYSTEMS, LLC (d/b/a DISYS)**

By: 
Name: JOHN D. BUELL
Title: EVP & CFO

By: 
Name: Alex Baldwin
Title: General Counsel

Franklin County Ohio Clerk of Courts of the Common Pleas- 2013 Oct 23 10:17 AM-12JU014479

**IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, OHIO
DIVISION OF DOMESTIC RELATIONS AND JUVENILE BRANCH**

In the Matter of:

Name Related G. JURADO	:	
KATHY HERNANDEZ,	:	CASE NO. 12 JU 11-14479
Plaintiff,	:	JUDGE JAMISON
v.	:	MAGISTRATE TSITOURIS
ARISTIDES JURADO,	:	
Defendant.	:	

DEFENDANT'S MOTION FOR MODIFICATION OF CHILD SUPPORT

Now comes Defendant, Aristides Jurado, by and through his undersigned counsel, and hereby moves this Court for an Order decreasing his current child support obligation. A Memorandum in Support follows hereinafter.

Respectfully submitted,

GOLDEN & MEIZLISH CO., L.P.A.

By: /s/ Keith E. Golden
KEITH E. GOLDEN (0011657)
Attorney for Defendant
923 East Broad Street
Columbus, OH 43205-1101
(614) 253-1983 - Telephone
(614) 253-5071 - Fax
Email: keg@golmeiz.com

MEMORANDUM IN SUPPORT

Defendant submits that there have been significant changes in the financial circumstances of the parties and/or the minor child since the last child support order. Defendant has started a new position with a lower income, the parenting time has increased to 50/50 time and the cost of work related child care has occurred.

WHEREFORE, Defendant requests that his Motion be granted.

Respectfully submitted,

GOLDEN & MEIZLISH CO., L.P.A.

By: /s/ Keith E. Golden

KEITH E. GOLDEN (0011657)

Attorney for Defendant

923 East Broad Street

Columbus, OH 43205-1101

(614) 253-1983 - Telephone

(614) 253-5071 – Fax

Email: keg@golmeiz.com

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Defendant, Aristide Jurado's Request for Production of Documents was served via U.S. Mail, postage pre-paid, on this 23rd day of October, 2013, upon the following:

Erika Smitherman
Ronald R. Petroff
Petroff Law Offices, LLC
140 E. Town Street, Suite 1070
Columbus, Ohio 43215
Attorneys for Plaintiff

Blythe Bethel
Bethel Law Offices
495 S. High Street, Suite 220
Columbus, Ohio 43215
Guardian ad Litem

GOLDEN & MEIZLISH CO., LPA

By: /s/ Keith E. Golden
KEITH E. GOLDEN (0011657)
Attorney for Defendant



OWNER OF VEHICLE: ENTERPRISE RAC COMPANY OF CINCINNATI, LLC
BRANCH ADDRESS: 3245 NORSE RD., COLUMBIA, OH 43221-1199

TO 8:00 AM - 5:00 PM TU 8:00 AM - 5:00 PM WE 8:00 AM - 5:00 PM
TH 8:00 AM - 5:00 PM FR 8:00 AM - 5:00 PM SA 9:00 AM - 2:00 PM
SU 9:00 AM - 12:00 PM ** BUSINESS **

RENTAL TYPE: SOURCE # ID #
RENTER: RENTERS
START CHARGES IF DIFFERENT: [REDACTED]
ORIGINAL VEHICLE: [REDACTED]

RENTAL AGREEMENT NO. 173902
DAY = 24 HOUR PERIOD
VEHICLE #12-85-1062
#28-33-2477

MILEAGE: IN 20045 OUT
DRIVEN: [REDACTED]
CONDITION AND FUEL LEVEL: NO DAMAGE

NO CHANGE MILEAGE

ADDITIONAL AUTHORIZED DRIVER(S): NONE PERMITTED WITHOUT OWNER'S WRITTEN APPROVAL
WHO IS UNDER MY CONTROL AND DIRECTION TO DRIVE VEHICLE FOR ME AND ON MY BEHALF, I AM RESPONSIBLE FOR THEIR ACTS WHILE THEY ARE DRIVING...

* FUEL TANK
* BRING BACK EMPTY

OPTIONAL PRODUCTS NOTICE: WE OFFER FOR AN ADDITIONAL CHARGE THE FOLLOWING OPTIONAL PRODUCTS: DAMAGE WAIVER, PERSONAL ACCIDENT INSURANCE, SUPPLEMENTAL LIABILITY PROTECTION AND ROADSIDE ASSISTANCE PROTECTION...
RENTER DECLINES OPTIONAL DAMAGE WAIVER (DW) AND ASSUMES DAMAGE RESPONSIBILITY... RENTER ACCEPTS OPTIONAL DAMAGE WAIVER (DW) AT FEE SHOWN IN COLUMN TO RIGHT...
RENTER DECLINES OPTIONAL PERSONAL ACCIDENT INSURANCE (PAI)... RENTER ACCEPTS OPTIONAL PERSONAL ACCIDENT INSURANCE (PAI) AT FEE SHOWN IN COLUMN TO RIGHT...
RENTER DECLINES OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION (SLP)... RENTER ACCEPTS OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION (SLP) AT FEE SHOWN IN COLUMN TO RIGHT...
RENTER DECLINES OPTIONAL ROADSIDE ASSISTANCE PROTECTION (RAP)... RENTER ACCEPTS OPTIONAL ROADSIDE ASSISTANCE PROTECTION (RAP) AT FEE SHOWN IN COLUMN TO RIGHT...

FUEL CHARGE \$4.58/GALLON

ACKNOWLEDGMENT OF THE ENTIRE AGREEMENT WHICH CONSISTS OF PAGES 1 THROUGH 4. I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON PAGES 1 THROUGH 4 OF THIS AGREEMENT AND BY MY SIGNATURE BELOW I AM THE RENTER UNDER THIS AGREEMENT...

REPLACEMENT VEHICLE: RENTER [Signature] DATE 11/23/2013
OWNER REP: [Signature] EMPL # 012243
DATE: [Signature] AMOUNT: [Signature] PAID BY: [Signature]

SALES TAX 7.00%
VEHICLE LICENSE FEE \$9.29/DA

DRIVEN: [REDACTED]
CONDITION AND FUEL LEVEL: NO DAMAGE

TOTAL CHARGES
DEPOSITS
REFUNDS
AMOUNT DUE

DRIVEN: [REDACTED]
CONDITION AND FUEL LEVEL: NO DAMAGE

CLOSED BY: PAID BY: CASH CHECK CHARGE
RECEIPT OF CASH REFUND: DATE AMOUNT RECEIVED BY

VLF REC is the Vehicle License Fee Recovery - See page 2 paragraph 3 b 9.

ENTERPRISE RENT-A-CAR COMPANY OF CINCINNATI, 3245 MORSE RD, COLUMBUS, OH 432316133 (614) 476-1111

RENTAL AGREEMENT REF#
178902 6F55GR

RENTER
JURADO, ARISTIDES

DATE & TIME OUT
11/25/2013 05:39 PM
DATE & TIME IN
11/27/2013 02:51 PM

BILLING CYCLE
24-HOUR

VEH #1 2013 CHEV IMPA 1LTZ
VIN# 2G1WC5E31D1228819
LIC# FSV9203
MILES DRIVEN 299

Exhibit N

SUMMARY OF CHARGES

Charge Description	Date	Quantity	Per	Rate	Total
TIME & DISTANCE	11/25 - 11/27	2	DAY	\$38.55	\$77.10
FUEL SERVICE OPTION	11/25 - 11/27				\$43.50
Subtotal:					\$120.60
Taxes & Surcharges					
SALES TAX	11/25 - 11/27			7%	\$5.44
VEHICLE LICENSE FEE	11/25 - 11/27	2	DAY	\$0.29	\$0.58
RECOVERY					
Total Charges:					\$126.62

Total Amount Due \$0.00

PAYMENT INFORMATION

AMOUNT PAID TYPE
\$126.62 Visa
CREDIT CARD NUMBER
XXXXXXXXXXXX8747 PENDING

The State ex rel., Jurado v. ODC, FCCPCJB

B.02.c.0041

From: Ari Jurado
To: Hernandez, Kathrine @ Express
Subject: Misc.
Date: Friday, November 8, 2013 10:39:00 PM

Kathy,

I have made sure everything that belongs to your house is packed for tomorrow. Everything that came from the daycare is still in the same plastic bag(s), plus some of your sippy cups that ended up with my stuff by accident when they packed the bags. In addition, I have 2 pair of socks, a white undershirt/onesie, a red long-sleeve onesie and pants. By the way, I am missing 1 of the 2 sippy cups that I usually leave for ~~Reino~~ ~~Robinson~~ at daycare. They told me that you probably have it. If you do, please remember to bring it tomorrow for the exchange.

On a different note, please be aware that I was not able to make the full child support payment for this month. This is of course unrelated to anything else that is going on with us or this case. I started working less than a month ago and will be able to stabilize my finances very soon. In short, this may only happen for 2 months. Right after this short period, I plan on resuming the payments using the regular child support amount plus paying back the arrears, unless of course, we reach a new agreement or court order with different instructions.

Thank you.

Ari

IN THE COURT OF COMMON PLEAS, FRANKLIN COUNTY, OHIO
DIVISION OF DOMESTIC RELATIONS AND JUVENILE BRANCH

KATHY J. HERNANDEZ	: CASE NO.: 12-JU-11-14479
	: :
Petitioner-Mother,	: :
	: :
-vs-	: JUDGE JAMISON
	: :
ARISTIDES JURADO	: :
	: :
Respondent-Father.	: MAGISTRATE TSITOURIS

**PETITIONER-MOTHER'S MOTION TO SHOW CAUSE AND HOLD
RESPONDENT-FATHER IN CONTEMPT**

Now comes Petitioner-Mother in the above captioned case, by and through undersigned Counsel, and hereby moves this Honorable Court for an order requiring Respondent-Father Aristides Jurado, to appear and show cause why he should not be punished and held in contempt of this Honorable Court for his failure to abide by the Agreed Magistrate's Temporary Order filed on January 28, 2013.

Petitioner-Mother also requests such relief as this Court deems just and equitable, including but not limited to attorneys' fees and court costs. A Memorandum in Support is attached hereto and incorporated herein.

Respectfully submitted,

PETROFF LAW OFFICES, LLC

/s/ Erika M. Smitherman
 Ronald R. Petroff (0081267)
rrp@petrofflawoffices.com
 Erika M. Smitherman (0072383)
ems@petrofflawoffices.com
 140 E. Town St., Suite 1070

Columbus, OH 43215
Tel: 614-222-4295
Fax: 614-222-4289
Counsel for Petitioner-Mother

MEMORANDUM

On January 28, 2013, this Court entered an Agreed Magistrate's Temporary Order establishing child support to be paid by Respondent-Father Aristides Jurado to Petitioner-Mother Kathy Hernandez in the amount of \$1,125.54, plus processing, per month. See **Exhibit 1**. Respondent-Father has not paid the amount required for November 2013 and sent Petitioner-Mother an email indicating that he has no intent to comply with this Court's Order for the next few months. See **Exhibit 2**.

Respondent-Father's disregard for this Court's order should neither go unrecognized nor unpunished. Petitioner-Mother requires this Court's intervention to prohibit Respondent-Father from failing to pay court ordered child support. Accordingly, Respondent-Father is in contempt of this Court's order and should be punished.

CONCLUSION

Respondent-Father should be ordered to appear before this Honorable Court and show cause why he should not be held in contempt and punished for the above described transgression. Petitioner-Mother asks that Respondent-Father be found in contempt and that reasonable attorney's fees, costs and any other relief this Court deems just be awarded to Petitioner-Mother in filing the *instant* Motion in order to enforce this Court's Order.

Respectfully submitted,

PETROFF LAW OFFICES, LLC

/s/ Erika M. Smitherman

Ronald R. Petroff (0081267)

rrp@petrofflawoffices.com

Erika M. Smitherman (0072383)

ems@petrofflawoffices.com

140 E. Town St., Suite 1070

Columbus, OH 43215

Tel: 614-222-4295

Fax: 614-222-4289

Counsel for Petitioner-Mother

CERTIFICATE OF SERVICE

This will certify that a copy of the foregoing Motion to Show Cause was served via this court's e-filing system on this 15th day of November, 2013 upon Counsel for Respondent-Father, Keith Golden, and upon the minor child's Guardian *ad litem*, Blythe Bethel.

/s/ Erika M. Smitherman

Ronald R. Petroff (0081267)

rrp@petrofflawoffices.com

Erika M. Smitherman (0072383)

ems@petrofflawoffices.com

IN THE COURT OF COMMON PLEAS, FRANKLIN COUNTY, OHIO
DIVISION OF DOMESTIC RELATIONS AND JUVENILE BRANCH

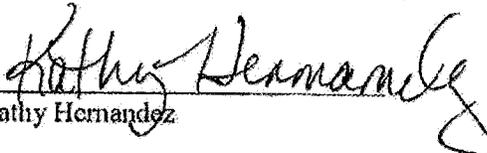
KATHY J. HERNANDEZ	:	CASE NO.: 12-JU-11-14479
	:	
Petitioner-Mother,	:	
	:	
-vs-	:	JUDGE JAMISON
	:	
ARISTIDES JURADO	:	
	:	
Respondent-Father.	:	MAGISTRATE TSITOURIS

PETITIONER-MOTHER'S AFFIDAVIT IN SUPPORT OF HER MOTION FOR
CONTEMPT

State of Ohio
County of Franklin SS.

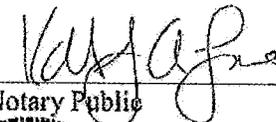
Now comes Kathy Hernandez as the Affiant herein and having been duly sworn and cautioned deposes and states that she is the Petitioner in the foregoing action, that she has reviewed the foregoing Motion, and that the facts and allegations stated therein are true to the best of her knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT.



 Kathy Hernandez

SWORN to before me and subscribed in my presence this 15th of November, 2013.



 Notary Public



Kathryn A. Lane
Notary Public, State of Ohio
My Commission Expires 07-17-2018

Franklin County Ohio Clerk of Courts of the Common Pleas- 2013 Nov 18 8:18 AM-12JU014479

MARYELLEN O'SHAUGHNESSY

**FRANKLIN COUNTY CLERK OF COURTS
DOMESTIC RELATIONS AND JUVENILE, COURT OF COMMON PLEAS**

Case No. **12JU014479**

Case Style:

KATHY J HERNANDEZ -VS- ARISTIDES JURADO

FILINGS TO BE SCHEDULED:

MOTION FOR CONTEMPT Filed: 2013-11-15

MOTION Filed: 2013-11-15

PROPOSED FILINGS TO BE SCHEDULED:

NOTICE OF HEARING

The foregoing motion(s) will come on for hearing in the Court of Common Pleas, Juvenile on 11/25/2013 at 09:30 AM in courtroom TSITO on floor 3 at: 373 South High Street, Columbus, Ohio 43215

ERIKA M. SMITHERMAN, ESQ.

ATTORNEY

000072383

SC #

Franklin County Ohio Clerk of Courts of the Common Pleas- 2013 Nov 18 8:18 AM-12JU014479

Franklin County Court of Common Pleas

Date: 11-18-2013
Case Title: KATHY J HERNANDEZ -VS- ARISTIDES JURADO
Case Number: 12JU014479
Type: NOTICE OF HEARING

Hearing Set by Assignment

Hearing Set by Assignment

Hearing Set by Assignment

Electronically signed on 2013-Nov-18 page 2 of 2

Hernandez-Jurado-State_of_Ohio

From: [SHERI RADER](#)
To: [Ari Jurado](#)
Subject: Re: CSEA - Payments for case # 7094422743 (Hernandez-Jurado)
Date: Monday, November 18, 2013 1:41:37 PM

Mr. Jurado,

I have receiving your attached documents. Thank you for sending them! Please continue to keep me informed of your payment status and situation.

Thank you for your cooperation!

>>> Ari Jurado <ari_jurado@qualineconsulting.com> 11/18/2013 1:19 PM >>>

Dear Ms. Rader,

I am forwarding you the information below (email thread and attachments –most relevant text highlighted in yellow) that illustrate that :

- I have been in constant communication with CSEA since day 1.
- Proof of payments for the period covered in the Agreed Entry form that you said should be filed in court soon (first 5 months of the year).
- I made voluntary payments in 2012 totaling more than \$9k, even though my son was born on July 10,2012. (I hope you can open the email attachment).

In short, I hope you have enough information to avoid starting enforcement efforts during your next review of this account.

Best regards,

Ari Jurado

From: JENNIFER KNAPMEYER [<mailto:KNAPMJ@odjfs.state.oh.us>]
Sent: Friday, June 28, 2013 10:26 AM
To: ari_jurado@qualineconsulting.com
Subject: Re: Hernandez-Jurado: CSEA - Payments for case # 7094422743

I have not received the Agreed Entry form yet. I was waiting on a response from one of our attorneys but I have given CP's attorney the answer this morning so I expect the Agreed Entry any day now.

Also, I am unable to send a garnishment to you company so please continue to send the payments the way you sent the last one.

Thank you,

Jennifer Knapmeyer
Franklin County Child Support
Enforcement Support Officer II
Phone: (614) 525-4550
Fax: (614) 525-8523

>>> <ari_jurado@qualineconsulting.com> 6/27/2013 5:15 PM >>>

Hi Jennifer,

Did you finally get the Agreed Entry form from the CP?

Ari

Ari Jurado

Principal HCM Consultant, Qualine Consulting
(305) 799-2212

Hernandez-Jurado-State_of_Ohio

ari_jurado@qualineconsulting.com

View my profile on  LinkedIn

From: ari_jurado@qualineconsulting.com [mailto:ari_jurado@qualineconsulting.com]

Sent: Monday, June 17, 2013 2:37 PM

To: 'Jennifer Knapmeyer'

Subject: Hernandez-Jurado: CSEA - Payments for case # 7094422743

Hi Jennifer,

Based on the response from the CP representative (see below), they have been trying to get a hold of you. Please let me know when you have received the necessary document/form, or if nothing changes within the next few days.

Best regards,

Ari Jurado

Principal HCM Consultant, Qualine Consulting

(305) 799-2212

ari_jurado@qualineconsulting.com

View my profile on  LinkedIn

On Jun 14, 2013, at 10:50 AM, "Erika Smitherman" <ems@petrofflawoffices.com> wrote:

Ms. Knapmeyer and I have been playing phone tag for the past few days. I want to confirm all details through her first and I hope to be able to connect with her soon.

Very Truly Yours,

Erika M. Smitherman, Esq.

Petroff Law Offices, LLC

140 East Town Street, Ste. 1070

Columbus, Ohio 43215

Tel: 614-222-4295

Fax: 614-222-4289

ems@petrofflawoffices.com

www.petrofflawoffices.com

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From: LeeAnn Massucci [mailto:LMM@mkfamilylaw.com]

Sent: Friday, June 14, 2013 9:47 AM

To: Erika Smitherman; Ronald R. Petroff, Esq.

Cc: Eimear Bahnson; Amy Waring; Blythe Bethel; Ari Jurado; LeeAnn Massucci

Subject: Re: Hernandez-Jurado: CSEA - Payments for case # 7094422743

Erika-

Ms. Knapmeyer informed us this morning she still has NO confirmation of payment from your office or Ms. Hernandez.

You will recall from this e-mail string that on June 6 you advised us you would be preparing an Agreed Entry on this matter.

Please advise.

Thanks-

Hernandez-Jurado-State_of_Ohio

LeeAnn M. Massucci
Massucci & Kline LLC
Sent from my iPad
Please disregard any typos (or autocorrects) unless they make you laugh :-)

On Jun 7, 2013, at 5:57 PM, "LeeAnn Massucci" <LMM@mkfamilylaw.com> wrote:

Erika-

*Please see the e-mail below from Ms. Knapmeyer for your records.
Have a great weekend!*

LeeAnn M. Massucci
*Massucci & Kline LLC
250 Civic Center Drive
Suite 630
Columbus, OH 43215
Phone: 614.484.0177
Fax: 614.484.0181
www.mkfamilylaw.com*

FROM THE LAW OFFICE OF MASSUCCI & KLINE LLC

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size=2 width="100%" align=center>

From: JENNIFER KNAPMEYER [<mailto:KNAPM@odjfs.state.oh.us>]
Sent: Friday, June 07, 2013 8:39 AM
To: ari_jurado@qualineconsulting.com
Cc: Amy Waring; Eimear Bahnson; LeeAnn Massucci
Subject: Re: Hernandez-Jurado: CSEA - Payments for case # 7094422743

I have sent the blank agreed entry form to CP several times, the most recent being via email on 04/05/2013.

Jennifer Knapmeyer
Franklin County Child Support
Enforcement Support Officer II
Phone: (614) 525-4550
Fax: (614) 525-8523

>>> <ari_jurado@qualineconsulting.com> 6/6/2013 11:04 AM >>>

Hi Jennifer,

I am forwarding the email thread below as an update in this case. As you can see, we are working on it. Also, could you please confirm that the form that you had sent Kathy is simply a blank Agreed Entry form that she needed to fill out?

Thanks,

Ari

Ari Jurado
Principal HCM Consultant, Qualine Consulting
(305) 799-2212
ari_jurado@qualineconsulting.com
<[ATT12041.gif](#)>

-----Original message-----

From: Erika Smitherman <ems@petrofflawoffices.com>

To: 'LeeAnn Massucci'; <LMM@mkfamilylaw.com>

Cc: 'Amy Waring'; <ALW@mkfamilylaw.com>, 'Eimear Bahnson'; <emb@mkfamilylaw.com>, 'Blythe Bethel'; <blythebethel@yahoo.com>, 'Ronald R. Petroff, Esq.'; <rrp@petrofflawoffices.com>

Sent: Thu, Jun 6, 2013 10:49:18 GMT+00:00

Subject: RE: Hernandez-Jurado: Child Support Agency - Payments (case # 7094422743)

I will verify with our client and should she confirm to me what you are stating, then I have no problem preparing the Agreed Entry stating the total amount directly received. I will also check into this "form" as I am also unsure what that could be. One way or the other, Mr. Jurado will receive credit for the amount directly paid to our client.

Very Truly Yours,

Erika M. Smitherman, Esq.

Of Counsel To:

Petroff Law Offices, LLC

140 East Town Street, Ste. 1070

Columbus, Ohio 43215

Tel: 614-222-4295

Fax: 614-222-4289

ems@petrofflawoffices.com

www.petrofflawoffices.com

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From: LeeAnn Massucci [mailto:LMM@mkfamilylaw.com]

Sent: Wednesday, June 05, 2013 9:14 PM

To: Erika Smitherman; Benjamin R. Nyhan, Esq.; Ronald R. Petroff, Esq.

Cc: LeeAnn Massucci; Amy Waring; Eimear Bahnson; Blythe Bethel; ari_jurado@qualineconsulting.com

Subject: FW: Hernandez-Jurado: Child Support Agency - Payments (case # 7094422743)

Counsel-

I am writing to remind you that the CSEA is still waiting on an Agreed Entry confirming the 5 months of direct pay from Mr. Jurado to Ms. Hernandez.

I have attached documentation for those payments for your convenience, but I trust Ms. Hernandez would confirm receipt as well.

I understand that Ms. Hernandez committed agreed to sign acknowledgment by way of an Agreed Entry that Mr. Jurado did make payments to her directly, but to date CSEA has not received the Entry.

We anticipated your office preparing the Entry, but please advise if this is not correct.

My understanding is Jennifer Knapmeyer, the CSEA case worker (email: knapmj@odifs.state.oh.us)

contacted both parties last week asking for a status because the agency had not received the Entry.

The total paid to Ms. Hernandez was \$5,627.70 for 5 months which does not include the 2% processing as it will be waived once they receive the Entry.

Apparently there is also a "form" that was sent to Ms. Hernandez for her to complete. I am not aware of any form from CSEA but perhaps Ms. Hernandez could clarify.

In any event, this needs to be rectified in a separate Entry ASAP as Ms. Knapmeyer informed Mr. Jurado that soon they would enforce arrearages because as far as they know, he has not been paying support.

Please advise at your earliest convenience.

Again, we look forward to receiving the proposed parenting time / holiday time Entry by Friday as well.

Thank you!

LeeAnn M. Massucci

Massucci & Kline LLC

250 Civic Center Drive

Suite 630

Columbus, OH 43215

Phone: 614.484.0177

Fax: 614.484.0181

www.mkfamilylaw.com

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size=2 width="100%" align=center>

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KRIEGER FORD
1800 MORSE ROAD
COLUMBUS OH 43229

677403



INVOICE

KRIEGER FORD, INC.
1800 MORSE ROAD
COLUMBUS, OHIO 43229
PHONE: 614/888-3320
WATS: 1-800-783-FORD(3673)
DIRECT: 614/888-3300

DATE: 02 07 14 TIME: 13:16
MERCHANT ID: KL39253143003

186
JT: 305-799-2212

PAGE 1

CREDIT CARD
VISA SALE

SALES: SERVICE ADVISOR: 1277 ANTHONY W TIGNER

CARD# *****8747
EXPIRATION DATE ** **
SEQ: 659016
INVOICE: 677403
APPROVAL CODE: 091298
ENTRY METHOD: SWIPE

EX/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
EXPEDITION	1FMRU15W43LA87169		134480/134480	T3789	
RR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
	23:00 06FEB14		0.00	VISA	07FEB14
EADY	OPTIONS:	DLR:47I018 ENG:4.6 Liter 1/OA 158 604			
05FEB14	493				
HOURS	LIST	NET	TOTAL		
R AM APPT 2/6					

PRODUCT QTY PRICE AMOUNT
GEN AUTO MER 374.29
TOTAL AMOUNT: \$374.29

OR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00 (N/C)

CUST STATES VEH RUNS ROUGH/HESITATES/BUCKS/JERKS
PLACED #7 COIL AND SPARK PLUG

AA COIL ASY - IGNITION	75.75	75.75	235.00	235.00
PLUG	6.08	6.08		6.08
OR: 235.00 OTHER: 0.00	TOTAL LINE B:			316.83

ACED #7 COIL AND SPARK PLUG
ION WITH INSPECTION REPORT CARD
INSPECTION WITH INSPECTION REPORT

APPROVED 091298
THANKS FOR YOUR BUSINESS
CUSTOMER COPY

370 IQC (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
134480 4 OF 5 HIGHMOUNT BRAKE LIGHT BULBS OUT AND D/S REVERSE

D** KRIEGER KWIK LUBE/CHANGE OIL & FILTER AND TOP OFF ALL FLUIDS, AIR TIRES & LUBE.

MOOK KRIEGER KWIK LUBE/CHANGE OIL & FILTER AND TOP OFF ALL FLUIDS, AIR TIRES & LUBE.

4079 CPN
1 AA5Z*6714*QA FILTER ASY - OIL 6.50 6.50 8.95 8.95
6 XO*5W20*QSP MOTORCRAFT SAE 5W-20 API GF-5 2.65 2.65 15.90
PARTS: 22.40 LABOR: 8.95 OTHER: 0.00 TOTAL LINE D: 31.35
134480 COMPLETE OIL AND FILTER CHANGE, TOP OFF FLUIDS.

CUSTOMER PAID WITH VISA THANK YOU TERESA

ON BEHALF OF SERVICE DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SPECIFIED. SERVICES DESCRIBED WERE PERFORMED BY THE CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRS OR REPLACES UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY PREVIOUS REPAIRS OR REPAIRS. THE SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICEING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

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SHOP CLOSURE NOTICE: We have added a charge equal to 75% of the cost of labor, not to exceed \$10.00, to the Repair Order for shop supplies used in connection with the repair.

ALL PARTS INSTALLED ARE NEW UNLESS OTHERWISE INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	243.95
PARTS AMOUNT	104.23
GAS OIL LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	348.18
LESS INS. AND/OR ADJ.	0.00
SALES TAX	26.11
PLEASE PAY THIS AMOUNT	374.29

SERVICE AND PARTS DEPARTMENT HOURS:
7:00 a.m. to Midnight - Monday thru Friday
8:00 a.m. to 4:00 p.m. - Saturday

CUSTOMER COPY

ENTERPRISE RENT-A-CAR COMPANY OF CINCINNATI, 3245 MORSE RD, COLUMBUS, OH 432316133 (614) 476-1111

RENTAL AGREEMENT 182492 REF# 6V5PKW

SUMMARY OF CHARGES

Charge Description	Date	Quantity	Per	Rate	Total
RENTER JURADO, ARISTIDES					
TIME & DISTANCE	02/05 - 02/07	2	DAY	\$30.39	\$60.78
REFUELING CHARGE	02/05 - 02/07				\$0.00
Subtotal:					\$60.78
Taxes & Surcharges					
SALES TAX	02/05 - 02/07			7.5%	\$4.60
VEHICLE LICENSE FEE	02/05 - 02/07	2	DAY	\$0.29	\$0.58
RECOVERY					
Total Charges:					\$65.96
Total Amount Due					\$0.00

DATE & TIME OUT
02/05/2014 06:05 PM
DATE & TIME IN
02/07/2014 12:55 PM

BILLING CYCLE
24-HOUR

VEH #1 2014 CHRY 200 LX
VIN# 1C3CCBAB6EN211699
LIC# FZN8054
MILES DRIVEN 331

PAYMENT INFORMATION

AMOUNT PAID \$65.96 TYPE Visa

CREDIT CARD NUMBER
XXXXXXXXXXXX8747 PENDING

2/7/2014

Royce Wood Automotive

6161 Westerville Rd
 Westerville, Ohio. 43081
 Phone - 614-882-8270

INVOICE

002855

INVOICE FROM HISTORY

Work Completed Date : 03/01/2013

Invoice Date : 03/01/2013

Print Date : 02/06/2014

Jurado, Ari
 3963 Easton Way
 Columbus, OH 43219
 Cellular 305-799-2212
 Cust ID : 632

2003 Ford - Expedition

4.6L, V8, VIN (W)

Lic # :

Odometer In : 120627

Unit # :

Vin # : 1FMRU15W43LA87109

Hat # :

Ref # :

Part Description / Number	Qty	List	Extended	Labor Description	Extended
Coil Pack DG508	2.00	75.97	151.94	\$20 Part Discount/Waived Hazmat and Supplies Replaced Coil Packs For Coil #5 and #7 Replaced Coil Packs For #5 and #7	76.45

[Technicians : WOOD, ROYCE 321]

Org. Estimate \$222.46 Revisions \$0.00 Current Estimate \$ 222.46 Additional Cost Revised Estimate

Labor:	\$76.45
Parts:	\$151.94
Sublet:	\$0.00
Sub:	\$228.39
Discount:	\$20.00
Tax:	\$14.07
Total:	\$222.48
Bal Due:	\$0.00

[Payments - Visa - \$ 222.46]

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is 3 months or 3,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

SIGNATURE..... Date..... Time.....

<none>

Royce Wood Automotive

6161 Westerville Rd
 Westerville, Ohio. 43081
 Phone - 614-882-8270

INVOICE

002952

INVOICE FROM HISTORY

Work Completed Date : 04/22/2013

Invoice Date : 04/22/2013

Print Date : 02/08/2014

Jurado, Ari
 3963 Easton Way
 Columbus, OH 43219
 Cellular 305-799-2212
 Cust ID : 632

2003 Ford - Expedition
 4.6L, V8, VIN (W)
 Lic # :
 Unit # :
 Vin # : 1FMRU15W43LA87189
 Hal # : Ref # :

Odometer In : 121223

Part Description / Number	Qty	List	Extended	Labor Description	Extended
Motorcraft Coilpack DG508	6.00	67.97	407.82	No Labor Charge No Labor Charge	N/C

[Technicians : WOOD, ROYCE 321]

Org. Estimate \$435.35	Revisions \$0.00	Current Estimate \$ 435.35	Additional Cost	Revised Estimate	Labor: \$0.00
					Parts: \$407.82
					Sublet: \$0.00
					Sub: \$407.82

					Tax: \$27.53
					Total: \$435.35
					Bal Due: \$0.00

[Payments - Visa - \$ 435.35]

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is 3 months or 3,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

SIGNATURE..... Date..... Time.....
 <none>



NEW YORK LIFE INSURANCE COMPANY
Long-Term Care Insurance
6200 Bridge Point Pkwy, Suite 400
Austin, Texas 78730-5006
(800) 224-4582

January 09, 2014

Aristides Jurado
3963 Easton Way
Columbus, Ohio 43219

RE: Long-Term Care Insurance
Account # 10592651

Dear Mr. Jurado:

According to a report from our bank, the Electronic Funds Transfer for your Long Term Care Insurance premium was returned as unpaid for the period 1/06/2014 through 2/05/2014.

To change banking information, please mail or fax (512-703-5575) a signed request from the policy owner and bank account owner (if different from the policy owner) with a voided check for the account from which your premiums should be drafted. Your account will be drafted for all premiums due upon receipt of the new information.

Please note that a Stop Payment or Revoked Authorization does not terminate your policy or cancel the Electronic Funds Transfer arrangement with New York Life Long-Term Care. A signed request from the policy owner is required to terminate your policy.

A second attempt to draft the account for all due premiums will be automatically processed on 2/06/2014. If the second draft is returned as unpaid, the policy will be placed in a lapse status and a third and final draft will be automatically processed 3/06/2014. If the premium for period 1/06/2014 through 2/05/2014 is not successfully paid by the third draft, the policy will be terminated as of 1/06/2014.

If you have not paid this premium because of confinement in a nursing home, or if you have any questions regarding the premium payment or the option to reduce benefits, please contact your insurance agent or the Long-Term Care Call Center at (800) 224-4582. You are a valued customer, and we hope to continue serving your long-term care insurance needs.

Thank you,

LTC Policy Owner Services

cc: New York Life Insurance Company
Pedro J Busse
Ste 500
New York Life, 3750 Nw 87th Avenue
Miami, Florida 33178-2433

COR51

Hernandez-Jurado-State_of_Ohio

From: [Ari Jurado](#)
To: [Keith Golden](#)
Subject: Hernandez-Jurado: Termination of Legal Representation in Custody Case
Date: Friday, January 17, 2014 9:36:00 PM

Dear Keith,

As I had shared my concern a few months ago about my ability to keep up with my legal expenses given the undue hardship I have been dealing with, I will no longer be able to afford you going forward or even pay my existing balance anytime in the near future.

At this point, I assume that you will not be willing or able to represent me for free. Therefore, I would like to dismiss you as my attorney at this point.

I believe this may not be official until you file a motion to withdraw, but I am not too sure. I know this is already the weekend (MLK long weekend) and you will be out of town next week (don't remember the exact days). If something comes up and you still have not filed the motion to withdraw, I may consider filing the equivalent motion myself.

Of course, if there is change of circumstances, I will let you know in case you may still be interested in taking back my case in the future. If we have time to discuss this before you file the motion, that would be OK. If not, that would be OK too.

Thank you for all the help you provided. Best regards,

Ari Jurado

IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, OHIO
DIVISION OF DOMESTIC RELATIONS AND JUVENILE BRANCH

In the Matter of:

G. JURADO	:	
KATHY HERNANDEZ,	:	
Plaintiff,	:	CASE NO. 12 JU 11-14479
v.	:	JUDGE JAMISON
ARISTIDES JURADO,	:	MAGISTRATE TSITOURIS
Defendant.	:	

MOTION TO WITHDRAW

Now comes Defendant Aristides Jurado's counsel of record, Keith E. Golden, and files the foregoing Motion moving the Court for an Order granting him leave to withdraw as counsel of record for Defendant.

This Motion is supported by the Memorandum below.

Respectfully submitted,
GOLDEN & MEIZLISH, CO., LPA

By: s/Keith E. Golden
KEITH E. GOLDEN (0011657)
923 East Broad Street
Columbus, OH 43205-1105
PH: (614) 258-1983
FX: (614) 253-5071
keg@golmeiz.com

MEMORANDUM IN SUPPORT

This case involves cross complaints for custody of the parties' minor child. The basis for this motion is that Defendant is unable to pay the rather substantial outstanding fees due for legal services rendered to date nor has sufficient funds to pay for services relative to the

preparation for and participation in the upcoming final hearing herein. Accordingly, Defendant has formally terminated counsel in writing counsel.

Defendant's current address is 3693 Easton Way, Columbus, OH 43219. Further, counsel has notified Defendant of the dates, times and locations of all upcoming deadlines and hearings in this matter.

WHEREFORE, counsel requests that he be granted leave to withdraw.

Respectfully submitted,

GOLDEN & MEIZLISH CO., L.P.A.

By: s/Keith E. Golden
KEITH E. GOLDEN (0011657)
923 East Broad Street
Columbus, OH 43205-1101
(614) 253-5071 - FAX
(614) 258-1983 - Telephone
keg@golmeiz.com

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Motion was served via the court's electronic filing system on this 21st day of January, 2014, upon the following:

Erika Smitherman
Ronald R. Petroff
Petroff Law Offices, LLC
140 E. Town Street, Suite 1070
Columbus, Ohio 43215
Attorneys for Plaintiff

Blythe Bethel
Bethel Law Offices

495 S. High Street, Suite 220
Columbus, Ohio 43215
Guardian Ad Litem

And upon the following by email and ordinary US mail:

Aristades Jurado
3693 Easton Way
Columbus, OH 43219

GOLDEN & MEIZLISH CO., LPA.

By: /s/Keith E. Golden
Keith E. Golden (0011657)
Attorney for Defendant

992782203
NEW YORK LIFE INSURANCE COMPANY
PO BOX 6916
CLEVELAND OH 44101-6916
1-800-695-9873
www.newyorklife.com



January 28, 2014

Agent
PEDRO J BUSSE
(786) 275-1355



**IMPORTANT INSURANCE POLICY INFORMATION
OPEN IMMEDIATELY**

>004444 2766892 0001 092154 10Z

ARISTIDES JURADO
3963 EASTON WAY
COLUMBUS OH 43219-6086

Insured: Aristides Jurado
Policy: 48 571 016

Your life insurance policy has lapsed due to non-payment.

You may not realize it but your current premium remains unpaid and your policy has lapsed. You purchased this insurance for important financial protection. If you want to reinstate the valuable coverage this policy offers, you have to act now!

Reinstate Your Policy

To reinstate your valuable coverage, please mail your total amount due along with the attached Lapse Statement in the enclosed return envelope no later than February 27, 2014. Your total amount due is shown on the Lapse Statement at the bottom of page 2.

If your payment is received by the above date, we will promptly reinstate your coverage, provided all persons covered under the policy are living when payment is received. If payment is received after the above date, we may not be able to reinstate your policy without evidence of insurability.

Did you know that you can make a premium payment and perform other service activities online? Please visit www.newyorklife.com/vsc to see if you are eligible to submit an electronic one-time payment.

Contact Your Agent

If you are unable to pay your premium at this time, you may have other options to reinstate your coverage.* Please contact your agent at the above number or one of our customer service representatives at 1-800-695-9873 to find out if this is possible.

Sincerely,

Sandra E. Brennan, FLMI, ACS
Corporate Vice President

* Your policy may have had cash value or dividend values at the time of lapse, which may provide limited coverage under the non-forfeiture benefits provided by the terms of your policy, if applicable.

Important: I urge you to mail your premium today. If you have already paid your premium, please disregard this notice.

For policy information and online service, please visit us at www.newyorklife.com/vsc

Page 2
January 28, 2014
Policy: 48 571 016
Insured: Aristides Jurado



04444 276692 08640 017279 00020002 22316 (07/11) E76 10/10

ALLD

Please return this notice with your payment in the enclosed envelope by the due date shown, making sure the address appears in the envelope window. Thank you.

Policy Lapse Statement - Please make your check payable to New York Life and print your policy number on the check.

Policy: 48 571 016
Insured: Aristides Jurado

Premium Due Dec 27, 2013	\$510.40
Premium Due Jan 27, 2014	510.40
Late Interest Due:	2.13
Total amount due by	<u>1,022.93</u>
February 27, 2014 :	\$1,022.93

NEW YORK LIFE
PO BOX 500
MINNEAPOLIS MN 55440-0500

5485710166122713501 000510400000000000000000 0001022930000002137

Hernandez-Jurado-State_of_Ohio

From: [Nicole Criger](#)
To: [Ari Jurado](#)
Subject: RE: 2014 March rent payment
Date: Friday, March 7, 2014 12:57:07 PM

Thank you.

Nicole Criger
Property Manager
Easton Commons
4011 Easton Way
Columbus, Ohio 43219
614-476-5559
614-476-5665 (fax)

From: Ari Jurado [ari_jurado@qualineconsulting.com]
Sent: Friday, March 07, 2014 12:27 PM
To: Nicole Criger
Subject: 2014 March rent payment

Hi Nicole,

My apologies for the late rent payment. I added \$75 to the regular amount, per instructions I received from your office (see attached).

Thanks,

Ari



NEW YORK LIFE INSURANCE COMPANY

Long-Term Care Insurance
6200 Bridge Point Pkwy, Suite 400
Austin, Texas 78730-5006
(800) 224-4582

March 14, 2014

Aristides Jurado
3963 Easton Way
Columbus, Ohio 43219

RE: Long-Term Care Insurance Policy
Policy #: 10592651

Dear Mr. Jurado:

Our letter 01/09/2014 stated that your Long-Term Care insurance policy had lapsed due to non-payment of premium(s). Our records indicate that we have not received payment(s) by the end of the grace period. Therefore your policy has been terminated effective 01/06/2014.

We are glad that you chose New York Life for your long-term care insurance protection. If you have any questions, please call our Long-Term Care Insurance Call Center at (800) 224-4582.

Sincerely,

LTCi Policy Owner Services

cc: Pedro J Busse
Ste 500
New York Life, 3750 Nw 87th Avenue
Miami, Florida 33178-2433

COR53_Free Form (0114)



Golden & Meizlish Co., LPA
Attorneys At Law

923 East Broad Street
Columbus, Ohio 43205-1101
614-258-1983 tel
614-253-5071 fax
www.golmeizlaw.com

Aristides "Ari" Jurado
3963 Easton Way
Columbus OH 43219

March 19, 2014
Invoice No, 33901

In Reference To: Civil Suit Defense

Professional Services

2/11/2014 AK Legal research - rules and case law re juvenile case records, civ r. 26
AK Draft pleadings - motion for protective order and proposed entry
2/14/2014 AK General work - efile motion for protective order, draft email to client re same, draft email to o/c Savino
AK Phone conference w/ client
2/28/2014 AK Review/Analysis - Pleadings - extension of time to respond/stipulation, draft email to client re same

For professional services rendered	\$407.00
Previous balance	\$1,221.00
Balance due	\$1,628.00



Golden & Meizlish Co., LPA
Attorneys At Law

923 East Broad Street
Columbus, Ohio 43205-1101
614-258-1983 tel
614-253-5071 fax
www.golmeizlaw.com

Aristides "Ari" Jurado
3963 Easton Way
Columbus OH 43219

March 19, 2014
Invoice No. 13512

In Reference To: Custody Case

Previous balance	\$8,198.82
Balance due	<u>\$8,198.82</u>

ORIGINALS #129

148 - C76

IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, OHIO
DIVISION OF DOMESTIC RELATIONS AND JUVENILE BRANCH

KATHY HERNANDEZ,

Plaintiff,

v.

ARISTIDES JURADO,

Defendant.

:
:
:
:
:

CASE NO. 12 JU 11-14479

JUDGE JAMISON

MAGISTRATE MATTHEWS

FILED
COMMON PLEAS COURT
FRANKLIN CO. OHIO
2014 APR -9 PM 2:34
CLERK OF COURTS

RESPONDENT MOTION FOR STAY OF PROCEEDINGS
AND MEMORANDUM IN SUPPORT

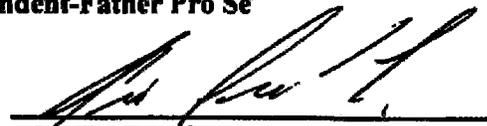
Now comes Respondent-Father Aristides Jurado, acting Pro Se, and hereby moves this honorable court for a stay of all proceedings regarding all pending motions from all parties until such time as The Supreme Court of Ohio issues its decision on Respondent's original action for extraordinary and alternative writs.

The reasons for requesting this relief are more fully set forth below in the Memorandum of Fact and Law included herein.

Respectfully submitted.

Respondent-Father Pro Se

By:



ARISTIDES JURADO
3963 Easton Way
Columbus, OH 43219
(305) 799-2212
ari_jurado@qualineconsulting.com

MEMORANDUM IN SUPPORT

Respondent-Father respectfully requests this court to allow a stay of all proceedings regarding all pending motions from all parties.

On or about April 9, after making sure he had exhausted all his options in trying to address and get relief from this court, Respondent filed an Original Action in Mandamus and Prohibition naming this court and the bench presiding over this case as respondents. Such drastic measure was necessary to help restore Respondent's due process and other constitutional rights, as well as to facilitate a fair process for Respondent and both parties, since he has not been given the opportunity to be heard.

It is well settled that "Courts have the power to stay proceedings pending resolution of potentially dispositive developments." *Guerrero v Department of Rehabilitation and Correction*, 11th Dist. No. 2001-A-0062, 2002-Ohio-5149, at ¶16 citing *State v Hochhausler*, 76 Ohio St.3d 455, 464, 668 N.E.2d 457 and *State ex rel Smith v Friedman* (1970), 22 Ohio St.3d 257, 257 N.E.2d 386.

Furthermore, "[a] trial court's decision to stay proceedings shall not be overturned absent an abuse of discretion." *Guerrero* at ¶ 11 "An abuse of discretion is more than an error of law or judgment, it implies that the action of the trial court was unreasonable, arbitrary, or unconscionable" *Guerrero* at ¶ 11 citing *Blakemore v Blakemore* (1983), 5 Ohio St.3d 217, 219, 450 N.E.2d 1140.

Most importantly, Respondent's Original Action in Mandamus and Prohibition offers compelling reasons for the Court to grant the extraordinary writs or the alternate writs for injunctive relief. The possibility that Respondent petition for relief may be granted, is clearly a

CO. JUDGE
PL. CLERK
IN C. O. O.
2016 APR 9 PM 2:34
CLERK OF COURTS

"potentially dispositive development" that is "pending resolution." If his petition is granted, all pending motions and adjudications will be rendered moot.

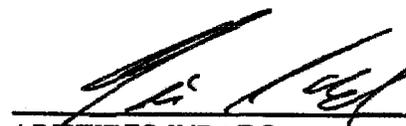
Moving forward with proceedings, which would include additional discovery, the review and adjudication of pending motions, and upcoming hearings when such potentially dispositive development exists, would be an inexcusable waste of time and resources for both parties. But if this motion is granted, would result in efficiency and judicial economy.

A proposed order granting this Motion is attached here for the Court's consideration pursuant to Civ. R.60(B) and Civ. R.62.

Respectfully submitted,

Respondent-Father Pro Se

By:


ARISTIDES JURADO
3963 Easton Way
Columbus, OH 43219
(305) 799-2212
ari_jurado@qualineconsulting.com

FILED
CUMMINS FLEAS COURT
FRANKLIN CO OHIO
2014 APR -9 PM 2:34
CLERK OF COURTS

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was served via the certified mail on this 9th day of April, 2014, upon the following:

Erika Smitherman
Ronald R. Petroff
Petroff Law Offices, LLC
140 E. Town Street, Suite 1070
Columbus, Ohio 43215
Attorneys for Plaintiff

Blythe Bethel
Bethel Law Offices
495 S. High Street, Suite 220
Columbus, Ohio 43215
Guardian Ad Litem

Respondent-Father Pro Se

By:



ARISTIDES JURADO
3963 Easton Way
Columbus, OH 43219
(305) 799-2212
ari_jurado@qualineconsulting.com

FILED
LUMPKIN PLEAS COURT
FRANKLIN CO. OHIO
2014 APR -9 PM 2:34
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IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, OHIO
JUVENILE DIVISION

Kathy Hernandez
Plaintiff/In the matter of

vs.

Case No. 17JU14479

Aristides Jurado
Defendant

NOTICE OF HEARING

The foregoing Motion will come on for hearing in the Court of Common Pleas, Juvenile Division, 373 South High Street, Columbus, Ohio 43215 3rd th Floor, on the 12^m day of May, 2014 at 9:30 A.m. Matthews

or

399 South Front Street, Columbus, Ohio 43215 Court Room # _____ on the _____ day of _____ 20____ at _____ .m.

PROSECUTOR

RECEIVED
APR 09 2014
ASSIGNMENT

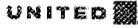
FILED
COMMON PLEAS COURT
FRANKLIN CO. OHIO
2014 APR -9 PM 4:02
CLERK OF COURTS



My Accounts > Account Details

Account Details

Print Help with this page



Paperless Options



Automatic payments

Details for CREDIT CARD (...3747)

Payment Info

Minimum Payment Due	\$0.00
Next Payment Due Date	04/26/2014
Last Payment Amount	\$900.00
Last Payment Posted Date	04/08/2014

Cash Advance

Cash Advance Balance	\$0.00
Cash Advance Limit	\$5,500.00
Available for Cash Advance	\$32.00

Rewards

United MileagePlus Card	
See rewards details	
Redeem your rewards	

Account Info

Current Balance	\$27,445.50
Pending Charges	\$21.71
Total Credit Limit	\$27,500.00
Available Credit	\$32.00
Last Statement Date	04/01/2014
Next Closing Date	05/01/2014
Balance Last Statement	\$27,585.05

APR

As Of	04/02/2014
Purchase APR	27.24%
Cash APR	27.24%

See account activity

What can we do better?

WE'RE LISTENING

United MileagePlus Card Members

Exceptional Events. Amazing Experiences.

INSIDER ACCESS

I'd like to...

- ▶ See account activity
- ▶ Pay credit card
- ▶ See statements
- ▶ Transfer balances
- ▶ See balance transfer history
- ▶ Pay bills with this card
- ▶ Go to alerts
- ▶ Change bill due date
- ▶ See pay from accounts
- ▶ Download activity
- ▶ Dispute a charge
- ▶ Dispute a payment
- ▶ See or cancel payments
- ▶ See automatic payments
- ▶ Request cardmember agreement
- ▶ Use paydown estimator
- ▶ See fewer choices

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Bank of America Platinum Plus Visa - 5530

Balance Summary:04/15/2014

Account Summary

Current balance: **\$11,160.56**

Total credit available: \$239.44

Cash credit line available: \$239.44

Card Details

Total credit line: **\$11,400.00**

Cash credit line: \$3,500.00

Amount over total credit line: \$0.00

Next closing date: 05/15/2014

Last payment date: 03/11/2014

Last payment: \$300.00

Pay This Card

Payment due date: **05/12/2014**

Current payment due: **\$237.00**

Past due amount: **\$198.00**

Total minimum payment due: **\$435.00**

* Available Credit includes purchases that have been authorized but have not yet posted to your account.

Go to:

There are no transactions to display for the date period you selected.

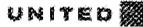
Go to:



My Accounts > Account Details

Account Details

Print Help with this page



What can we do better?

WE'RE LISTENING

Experience more than 750 Luxury Hotels & Resorts with your United MileagePlus® Card. Explore the Program >>

Details for CREDIT CARD (... 8747)

Payment info

Minimum Payment Due	\$0.00
Next Payment Due Date	04/26/2014
Last Payment Amount	\$2,000.00
Last Payment Posted Date	04/16/2014

Cash Advance

Cash Advance Balance	\$0.00
Cash Advance Limit	\$5,500.00
Available for Cash Advance	\$19.00

Rewards

United MileagePlus Card	
See rewards details	
Redeem your rewards	

Account info

Current Balance	\$27,475.09
Pending Charges	\$5.00
Total Credit Limit	\$27,500.00
Available Credit	\$19.00
Last Statement Date	04/01/2014
Next Closing Date	05/01/2014
Balance Last Statement	\$27,585.05

APR

As Of	04/02/2014
Purchase APR	27.24%
Cash APR	27.24%

See account activity

I'd like to...

- ▶ See account activity
- ▶ Pay credit card
- ▶ See statements
- ▶ Transfer balances
- ▶ See balance transfer history
- ▶ Pay bills w/ this card
- ▶ Go to alerts
- ▶ Change bill due date
- ▶ See pay from accounts
- ▶ Download activity
- ▶ Dispute a charge
- ▶ Dispute a payment
- ▶ See or cancel payments
- ▶ See automatic payments
- ▶ Request cardmember agreement
- ▶ Use paydown estimator
- ▶ See fewer choices

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My
Accounts
Page for
QUALINE,
INC.

Friday, 13 June 2014

My e-mail address: t_jurado@bellsouth.net

If this is incorrect, please log on to chaseonline.chase.com and update it now

Last logged on : 3:49 PM EST on 06/12/2014

We'll be making improvements to this site:

- Tax statements will be unavailable on **Saturday, June 14**, from **12 AM ET** until around **11 AM**.
- International wire transfers will be unavailable on **Saturday, June 14**, from **11 PM** until around **8 AM** on **Sunday, June 15**.
- Some account balances, services and credit card rewards information will be unavailable or not up-to-date on **Sunday, June 15** from **12 AM** until around **8 AM**.
- Mortgage Payoff Quotes will be unavailable **Sunday, June 15**, from **1 AM** until around **7 AM**, and from **6 PM** until around **midnight**.

Account Summary

Business Accounts	Present Balance
--------------------------	------------------------

QUALINE, INC.	Deposit Accounts:	\$-9.47
---------------	--------------------------	---------

ARISTIDES JURADO	Deposit Accounts:	\$-183.02
	Credit cards:	\$27,695.86

Business Accounts

Deposit Accounts	Total balance: \$-9.47
-------------------------	-------------------------------

Account

TOTAL BUS CHK (...0996)	Present balance	\$-9.47
	Available balance	\$-9.47

Personal Accounts

Bank Accounts	Total balance: \$-183.02
----------------------	---------------------------------

Account	Available balance	Present balance
----------------	--------------------------	------------------------

Exhibit N

The State ex rel., Jurado v. ODC, PCJB \$-183.02

C.01.a.0013

CHECKING (...9179)

CREDIT CARD (...8747)

Account Summary

Current balance†:	\$27,695.86
Payment due date:	06/26/2014
Minimum payment due:	\$235.00
Balance last statement:	\$25,638.60
Available credit†:	\$0.00
Total credit limit†:	\$27,500.00

JPMorgan Chase Bank, N.A. Member
 FDIC
 Equal Opportunity Lender

† Credit Card

"Current balance" may not reflect all transactions- including most recent transactions, pending authorizations, or interest which may have accumulated since your last statement date. The "Available credit" is the amount of your Credit Access Line/Credit Limit that is currently available for use. Your "Total credit limit" is the total amount of your Credit Access Line/Credit Limit as defined within your Cardmember Agreement. All APRs, including balance transfer APRs, may not be displayed. Please refer to your statement for additional APR information.

JPMorgan Chase Bank, N.A. strictly prohibits the use of any account to conduct any transactions that are directly or indirectly related to unlawful Internet gambling or any other illegal activity. The customer agrees not to conduct any transactions through the account that directly or indirectly involve or are related to unlawful Internet gambling, including, without limitation, the acceptance or receipt of any funds or deposits in connection therewith.

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My Accounts
Page for
QUALINE,
INC.

Sunday, 11 May 2014

My e-mail address: t_jurado@bellsouth.net
If this is incorrect, please log on to chaseonline.chase.com and update it now
Last logged on : 12:23 PM EST on 05/10/2014

Account Summary

Business Accounts

Present Balance

QUALINE, INC.

Deposit Accounts: \$0.53

ARISTIDES JURADO

Deposit Accounts: \$-262.28

Credit cards: \$27,363.35

Business Accounts

Deposit Accounts

Total balance: \$0.53

Account

TOTAL BUS CHK (...0996)	Present balance	\$0.53
	Available balance	\$0.53

Personal Accounts

Bank Accounts

Total balance: \$-262.28

Account	Available balance	Present balance
TOTAL	\$-262.28	\$-262.28
CHECKING (...9179)		

CREDIT CARD (...8747)

Account Summary

Current balance†: \$27,363.35

Exhibit N

The State ex rel., Jurado v. ODC, FCCPC, JB

Payment due date: 05/26/2014

C.01.a.0015

Minimum payment due:	\$0.00
Balance last statement:	\$26,697.14
Available credit:	\$134.00
Total credit limit:	\$27,500.00

JPMorgan Chase Bank, N.A. Member
FDIC
Equal Opportunity Lender

† Credit Card

"Current balance" may not reflect all transactions- including most recent transactions, pending authorizations, or interest which may have accumulated since your last statement date. The "Available credit" is the amount of your Credit Access Line/Credit Limit that is currently available for use. Your "Total credit limit" is the total amount of your Credit Access Line/Credit Limit as defined within your Cardmember Agreement. All APRs, including balance transfer APRs, may not be displayed. Please refer to your statement for additional APR information.

JPMorgan Chase Bank, N.A. strictly prohibits the use of any account to conduct any transactions that are directly or indirectly related to unlawful Internet gambling or any other illegal activity. The customer agrees not to conduct any transactions through the account that directly or indirectly involve or are related to unlawful Internet gambling, including, without limitation, the acceptance or receipt of any funds or deposits in connection therewith.

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MARYELLEN O'SHAUGHNESSY

**FRANKLIN COUNTY CLERK OF COURTS
DOMESTIC RELATIONS AND JUVENILE, COURT OF COMMON PLEAS**

Case No. **12JU014479**

Case Style:

KATHY J HERNANDEZ -VS- ARISTIDES JURADO

FILINGS TO BE SCHEDULED:

MOTION TO COMPEL Filed: 2014-05-28

PROPOSED FILINGS TO BE SCHEDULED:

NOTICE OF HEARING

The foregoing motion(s) will come on for hearing in the Court of Common Pleas, Juvenile on 07/28/2014 at 9:30 AM in courtroom MATTH on floor 3 at: 373 South High Street, Columbus, Ohio 43215

--

ATTORNEY

--

SC #

Franklin County Court of Common Pleas

Date: 05-30-2014
Case Title: KATHY J HERNANDEZ -VS- ARISTIDES JURADO
Case Number: 12JU014479
Type: NOTICE OF HEARING

Hearing Set by Assignment

Hearing Set by Assignment

Hearing Set by Assignment

Electronically signed on 2014-May-30 page 2 of 2

**IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, OHIO
DIVISION OF DOMESTIC RELATIONS, JUVENILE BRANCH**

KATHY HERNANDEZ, :
 :
 Petitioner-Mother, : *Case No. 12JU-11-14479*
 :
 v. : *JUDGE TERRI JAMISON*
 :
 ARISTIDES JURADO, : *Magistrate Jill Matthews*
 :
 Respondent-Father. :

MOTION TO QUASH SUBPOENA PURSUANT TO CIV. R. 45

Now comes Attorney Blythe M. Bethel, (S. Ct. Reg. # 0001373), pursuant to Ohio Rule of Civil Procedure 45, and hereby respectfully moves this Court to Quash the subpoena duces tecum served upon her by Respondent-Father Aristides Jurado. A Memorandum in Support is attached below.

Respectfully submitted,

/s/ Blythe M. Bethel original signature on file
BLYTHE M. BETHEL # 0001373
495 South High Street, Suite 220
Columbus, Ohio 43215
(614) 228-7775
(614) 228-5530 Fax
E-mail: blythebethel@yahoo.com

MEMORANDUM IN SUPPORT

In the present case, on May 27, 2014 Respondent-Father Aristides Jurado herein filed a subpoena duces tecum to be served upon the Guardian ad Litem. Pursuant to said subpoena, attached hereto as Exhibit A, Respondent-Father requests a copy of the GAL's entire file to be delivered to Mr. Aristides' current residence at 3963 Easton Way, Columbus, Ohio 43219 no later than 9:00 a.m.

on June 3, 2014.

As was discussed with all parties present at the March 11, 2014 hearing before Judge Terri Jamison, Respondent-Father was instructed to bring his GAL fees current. Mr. Aristides currently owes Attorney Bethel fees in excess of \$3,600.00 and has not made a payment towards his account since March 24, 2014. At said hearing, the Court further advised Respondent-Father that Attorney Bethel was not required to commit her time and office resources in furtherance of her GAL duties until Mr. Aristides' delinquent account had been brought current. Additionally, a number of other pretrial motions filed by both parties, some of which could impact this matter, have yet to be ruled on by the Court.

Despite Respondent-Father's attempt to remove both Attorney Bethel by filing, *inter alia*, a grievance before the Ohio Disciplinary Counsel – which was immediately dismissed – this latest maneuver by Respondent-Father is nothing more than a desperate attempt to frustrate, annoy, intimidate, and delay the ongoing custody dispute by subpoenaing all documents in the Guardian's file which well exceeds 1000 pages in correspondence, pleadings, notes, summaries, reports and other related documents.

In support of her Motion to Quash, Attorney Bethel cites relevant parts of Ohio Civil Rule 45: "On timely motion, the court from which the subpoena was issued shall quash or modify the subpoena . . . if the subpoena . . . subjects a person to **undue burden** [emphasis added]." Civ. R. 45(C)(3)(b)&(d). Furthermore, "[i]f a motion is made under division C(3)(c) or C(3)(d) of this rule, the Court shall quash or modify the subpoena unless the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be **reasonably**

compensated [emphasis added].” Civ. R. 45(C)(5).

In accordance with *Lamda Research v. Jacobs* (2007), 170 Ohio App. 3d 750, 756, the Court first must consider whether the party issuing the request has a substantial need for the request. If the party fails to demonstrate a substantial need, the Court should grant a motion to quash, and the failure to do so is an abuse of discretion constituting reversible error. See also *Martin v. Budd Co.* (1998), 128 Ohio App. 3d 115, decided under an analogous section. Filing a subpoena that requires the copying and production of easily over 1000 pages within seven (7) days not only subjects Attorney Bethel to an undue burden, but Respondent-Father has failed to demonstrate to this Court a substantial need for the information requested and his ability to compensate Attorney Bethel for her time to comply with the subpoena.

WHEREFORE, the Guardian ad Litem, Attorney Blythe M. Bethel, respectfully requests that this Motion be granted.

Respectfully submitted,

/s/ Blythe M. Bethel original signature on file
BLYTHE M. BETHEL # 0001373
495 South High Street, Suite 220
Columbus, Ohio 43215
(614) 228-7775
(614) 228-5530 Fax
E-mail: blythebethel@yahoo.com
Guardian ad Litem

NOTICE OF HEARING

PLEASE TAKE NOTICE that the foregoing Motion will come on for hearing before **JUDGE JAMISON**, Franklin County Court of Common Pleas, Domestic Relations Division, 373 South High Street, 6th Floor, Columbus, Ohio 43215, in Courtroom 65, on the _____ day of _____, 2014, at _____ a.m.

/s/ Blythe M. Bethel original signature on file
BLYTHE M. BETHEL # 0001373
Guardian ad Litem

CERTIFICATE OF SERVICE

This is to certify that a true copy of the foregoing document was served upon Ronald R. Petroff and Erika M. Smitherman, Attorneys for Petitioner-Mother, and Aristides Jurado, Respondent-Father pro se, through the Court's e-filing system, on this 30th day of May, 2014.

/s/ Blythe M. Bethel original signature on file
BLYTHE M. BETHEL #0001373
Guardian ad Litem

**IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, OHIO
DIVISION OF DOMESTIC RELATIONS AND JUVENILE BRANCH**

KATHY HERNANDEZ,	:	
	:	CASE NO. 12 JU 11-14479
Plaintiff,	:	
v.	:	JUDGE JAMISON
ARISTIDES JURADO,	:	MAGISTRATE MATTHEWS
Defendant.	:	

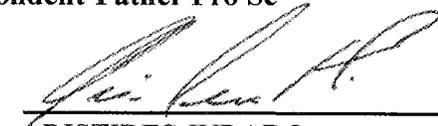
**RESPONDENT-FATHER'S MOTION TO COMPEL PRODUCTION OF DOCUMENTS
AND INFORMATION PURSUANT TO SUBPOENAS DUCES TECUM**

Now comes Respondent-Father Aristides Jurado, acting Pro Se, and hereby moves this Honorable Court for an Order compelling the Guardian Ad Litem (GAL), Ms. Blythe Bethel, to produce documents and information in compliance with the Subpoenas to Produce Documents issued and served on March 4, 2014 and May 27, 2014. In the alternative, Respondent-Father requests that this Court orders the GAL's entire file and documents be reviewed by the Court on an in-camera basis before considering any motions to quash, given that the GAL has already given notice of intent to file such motion.

The reasons for requesting this relief are set forth below in the Memorandum of Fact and Law included herein.

Respectfully submitted,

Respondent-Father Pro Se

By: 

ARISTIDES JURADO
3963 Easton Way
Columbus, OH 43219
(305) 799-2212
ari_jurado@qualineconsulting.com

MEMORANDUM IN SUPPORT

On or about March 4, 2014, Respondent Mr. Jurado issued a Subpoena¹ requesting the Guardian Ad Litem (GAL), Ms. Bethel, to attend and produce documents and electronically stored information, or the GAL's entire file, at the evidentiary hearing that was scheduled in front of Judge Jamison on March 13, 2014, for the adjudication of Respondent's Motions for Removal of GAL and for Protective Order. The purpose for requesting the production of documents was then two-fold, and now three-fold:

1. To help the court determine whether to grant or deny Respondent's Instant Motion for Protective Order to safeguard all court records and identity of the minor child in this juvenile case, which was filed on February 18, 2014.
2. To make available for the Court, and for Respondent, specific documents and information from the GAL's file at the evidentiary hearing, to be used as evidence and for the proper adjudication of the Motion for Removal of GAL.
3. As the court more recently has decided to hear and adjudicate multiple pending motions by affidavit—particularly the Motion for Modification of Temporary Orders by the GAL and Plaintiff, which is mainly based on the GAL's recommendation and report—having access to the GAL's file becomes a key element of due process under these proceedings.

¹ Refer to Exhibit CS1, pages CS1-1 – CS1-18

On March 5, 2014 in electronic communications with Respondent, the GAL indicated that she does not have any intentions to release the GAL's file to Respondent² and anticipated that a Motion to Quash would be filed³, citing multiple reasons that Respondent found inconsequential, such as "the cost of making thousands of copies", without first giving Respondent an estimate or knowing if Respondent would cover the cost, among other reasons.

Given that Respondent finally persuaded the GAL to produce her entire file at the March 13, 2014 hearing without the need to incur in the expense of making copies⁴, but the court decided to not hear the matters after a long opening statement by opposing counsel and ordered the oral hearing to be continued to a later date at which it was no longer an oral hearing, this court should keep the following direct, indirect and collateral factors into consideration as part of this motion:

- a) Respondent was denied the opportunity to be heard at the March 13 2014 hearing.
- b) Respondent has been without assistance of counsel involuntarily for several months now, not in accordance to Juv.R. 4(A).
- c) Respondent was deprived of the ability to keep legal expenses to a minimum when he lost the opportunity to have the court elicit any needed documents from the GAL's file that would have been part of the March 13 2014 oral evidentiary hearing, all without the need to incur in the cost of making copies of thousands of documents.
- d) R.C. 3109.04 provides a significant substantive right relevant to the Respondent's financial status: "When allocating parental rights and responsibilities for the care of children, the court shall not give preference to a parent because of that parent's financial status or condition." Ohio Revised Code Section 3109.04, division (F)(3).

² See Exhibit CS2, page CS2-2, 1st paragraph highlighted in yellow

³ See Exhibit CS2, page CS2-2, e-mail dated 3/5/14 7:22am from Ms. Bethel, highlighted in yellow

⁴ See Exhibit CS2, page CS2-1

- e) Legislative intent when enacting R.C. 3109.04 was to not only preclude the courts during the final determination of custody from using a parent's financial condition as a factor, but also to preclude such factor to be used throughout the legal proceedings, effectively assuring equal footing for both parents during the pendency of the case, irrespective of their finances.
- f) When the court denied Respondent with the opportunity to be heard during the March 13, 2014 hearing, and finally declined to conduct the oral hearing of Respondent's Motion for Removal of GAL scheduled for that day as a sanction for failure to pay the GAL fees in full, the court was not only being unreasonable and inconsistent with its previous Entry⁵, but it also deprived Respondent of his right under R.C. 3109.04.
- g) If Respondent is ordered to cover additional costs in relation to the Affidavits for the determination of pending Motions—including those related to the subpoena at the center of this motion—without the proper determination of Respondent's ability to pay, and Respondent is unable to cover these new costs, it further violates his rights under R.C.3109.04 and Juv.R. 17(b) as it would continue placing Respondent in further unequal footing with Petitioner.

⁵ See Exhibit CS3, pages CS3-2 and CS3-3

A second subpoena⁶ has been issued on May 27, 2014, in support of the initial subpoena that was unfulfilled. As a pre-emptive answer to the GAL's Motion to Quash that is expected to be filed in the next few days, "a trial court has discretion to grant a motion to quash a subpoena for a Guardian ad Litem's files * * *. But in order to make such a finding, the trial court *must first make an in camera inspection* of the files sought."⁷ (Emphasis Added.) *Hogan v. Hogan*, 2003-Ohio-4747, at ¶ 29.

For all the reasons presented above, this Honorable Court should either review the GAL's file on an in-camera basis, or grant Respondent's Motion to Compel by Ordering Ms. Bethel to produce and allow her entire file to be copied, all before the adjudication of the pending motions before this court.

Respectfully submitted,

Respondent-Father Pro Se

By:



ARISTIDES JURADO
3963 Easton Way
Columbus, OH 43219
(305) 799-2212
ari_jurado@qualineconsulting.com

⁶ See Exhibit CS4, pages CS4-1 -- CS4-3

⁷ See Exhibit CS1, page CS1-12

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IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, OHIO
DIVISION OF DOMESTIC RELATIONS AND JUVENILE BRANCH

KATHY HERNANDEZ,

Plaintiff-Mother,

-vs-

ARISTIDES JURADO,

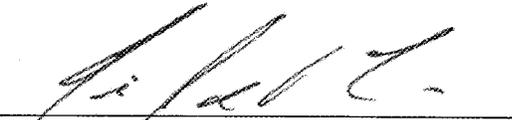
Defendant-Father.

:
:
: CASE NO. 12-JU-11-14479
:
:
: JUDGE JAMISON
:
:
: MAGISTRATE MATTHEWS
:

State of Ohio
County of Franklin SS.

Now comes Aristides Jurado as the Affiant herein and having been duly sworn and cautioned deposes and states that he is the Respondent in the foregoing action, that he has reviewed the foregoing motion, and that the facts and allegations stated therein are true to the best of his knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT.



Aristides Jurado

SWORN to before me and subscribed in my presence this 27th day of May, 2014.





Notary Public

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CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was served via the court's electronic filing system on this 28th day of May, 2014, upon the following:

Erika Smitherman
Ronald R. Petroff
Petroff Law Offices, LLC
140 E. Town Street, Suite 1070
Columbus, Ohio 43215
Attorneys for Plaintiff

Blythe Bethel
Bethel Law Offices
495 S. High Street, Suite 220
Columbus, Ohio 43215
Guardian Ad Litem

Respondent-Father Pro Se

By: _____


ARISTIDES JURADO
3963 Easton Way
Columbus, OH 43219
(305) 799-2212
ari_jurado@qualineconsulting.com

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Subpoena - Division of Domestic Relations and Juvenile Branch

Kathy Hernandez
Plaintiff/Petitioner

Case No. 12JU014479

-VS/AND

Aristides Jurado
Defendant/Petitioner

Kathy Hernandez v. Aristides Jurado
Case No. 12JU014479
Exhibit CS1

The State of Ohio
Franklin County, ss
To Attorney Process Server _____

Sheriff of Franklin County, Ohio Greetings:

YOU ARE HEREBY COMMANDED TO SUBPOENA THE FOLLOWING NAMED PERSON, To wit:

Person Business

Bethel
Last Name / Business Name
Blythe
First Name Mid. Init Designation

495 SOUTH HIGH STREET
STREET ADDRESS
SUITE 220
ADDRESS LINE 2
ADDRESS LINE 3
COLUMBUS OH 43215-00
CITY STATE ZIP CODE

To be and appear before the Court of Common Pleas of the County of Franklin, Domestic Relations Division and Juvenile Branch, 373 South High Street, Columbus, Ohio 43215, OR at
373 South High Street, Columbus, Ohio 43215 on the 13 day of March 20 14 at 1:30 P_M of

said day in courtroom # 65 to:

- ATTEND AND GIVE TESTIMONY AT A TRIAL, HEARING OR DEPOSITION ON THE DATE, TIME AND AT THE PLACE SPECIFIED ABOVE.
- ATTEND AND PRODUCE DOCUMENTS, ELECTRONICALLY STORED INFORMATION OR TANGIBLE THINGS AT A TRIAL, HEARING OR DEPOSITION ON THE DATE, TIME AND AT THE PLACE SPECIFIED ABOVE.
- PRODUCE AND PERMIT INSPECTION AND COPYING, ON THE DATE AND AT THE TIME AND PLACE SPECIFIED ABOVE, OF ANY DESIGNATED DOCUMENTS OR ELECTRONICALLY STORED INFORMATION THAT ARE IN YOUR POSSESSION, CUSTODY OR CONTROL.
- PRODUCE AND PERMIT INSPECTION AND COPYING, TESTING OR SAMPLING, ON THE DATE AND AT THE TIME AND PLACE SPECIFIED ABOVE, OF ANY TANGIBLE THINGS THAT ARE IN YOUR POSSESSION, CUSTODY OR CONTROL.
- PERMIT ENTRY UPON THE FOLLOWING DESCRIBED LAND OR OTHER PROPERTY, FOR THE PURPOSES DESCRIBED IN CIV. R. 34(A)(3), ON THE DATE AND AT THE TIME SPECIFIED ABOVE.

DESCRIPTION OF LAND OR OTHER PREMISES: _____
DESCRIPTION OF ITEMS TO BE PRODUCED: Produce for inspection and copying, or in-camera review* as determined by the court, of the documents or electronically stored information in printed form, that are in your possession, custody or control as listed in Exhibit A1 (*Based on case law as shown in Exhibit A2).

Aristides Jurado, 3963 Easton Way Columbus, OH 43219 (██████████ 2) Defendant
ATTORNEY/PRO SE ADDRESS/PHONE # (REQUIRED) (SUPREME COURT #) PLAINTIFF/DEFENDANT OTHER (SPECIFY)

Witness my hand and seal of said court **Maryellen O'Shaughnessy, Clerk of Court of Commons Pleas**

*****RETURN OF SERVICE*****

Sheriff's Fees _____ I received this subpoena on _____, and served the above party
Service _____ by _____ on _____
Mileage _____ I was unable to complete service for the following reason: _____
Copy _____
Total _____

Signature of Serving Party
Check one: Deputy Sheriff Attorney
 Process Server Deputy Clerk

CIVIL RULE 45 (C) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A PARTY OR AN ATTORNEY RESPONSIBLE FOR THE ISSUANCE AND SERVICE OF A SUBPOENA SHALL TAKE REASONABLE STEPS TO AVOID IMPOSING UNDUE BURDEN OR EXPENSE ON A PERSON SUBJECT TO THAT SUBPOENA.

(2) (a) A PERSON COMMANDED TO PRODUCE UNDER DIVISIONS (A)(1)(B)(II), (III), (IV), OR (V) OF THIS RULE NEED NOT APPEAR IN PERSON AT THE PLACE OF PRODUCTION OR INSPECTION UNLESS COMMANDED TO ATTEND AND GIVE TESTIMONY AT A DEPOSITION, HEARING, OR TRIAL.

(b) SUBJECT TO DIVISION (D)(2) OF THIS RULE, A PERSON COMMANDED TO PRODUCE UNDER DIVISIONS (A)(1)(B)(II), (III), (IV), OR (V) OF THIS RULE MAY, WITHIN FOURTEEN DAYS AFTER SERVICE OF THE SUBPOENA OR BEFORE THE TIME SPECIFIED FOR COMPLIANCE IF SUCH TIME IS LESS THAN FOURTEEN DAYS AFTER SERVICE, SERVE UPON THE PARTY OR ATTORNEY DESIGNATED IN THE SUBPOENA WRITTEN OBJECTIONS TO PRODUCTION. IF OBJECTION IS MADE, THE PARTY SERVING THE SUBPOENA SHALL NOT BE ENTITLED TO PRODUCTION EXCEPT PURSUANT TO AN ORDER OF THE COURT BY WHICH THE SUBPOENA WAS ISSUED. IF OBJECTION HAS BEEN MADE, THE PARTY SERVING THE SUBPOENA, UPON NOTICE TO THE PERSON COMMANDED TO PRODUCE, MAY MOVE AT ANY TIME FOR AN ORDER TO COMPEL THE PRODUCTION. AN ORDER TO COMPEL PRODUCTION SHALL PROTECT ANY PERSON WHO IS NOT A PARTY OR AN OFFICER OF A PARTY FROM SIGNIFICANT EXPENSE RESULTING FROM THE PRODUCTION COMMANDED.

(3) ON TIMELY MOTION, THE COURT FROM WHICH THE SUBPOENA WAS ISSUED SHALL QUASH OR MODIFY THE SUBPOENA, OR ORDER APPEARANCE OR PRODUCTION ONLY UNDER SPECIFIED CONDITIONS, IF THE SUBPOENA DOES ANY OF THE FOLLOWING:

(a) FAILS TO ALLOW REASONABLE TIME TO COMPLY;

(b) REQUIRES DISCLOSURE OF PRIVILEGED OR OTHERWISE PROTECTED MATTER AND NO EXCEPTION OR WAIVER APPLIES;

(c) REQUIRES DISCLOSURE OF A FACT KNOWN OR OPINION HELD BY AN EXPERT NOT RETAINED OR SPECIALLY EMPLOYED BY ANY PARTY IN ANTICIPATION OF LITIGATION OR PREPARATION FOR TRIAL AS DESCRIBED BY CIV. R. 26(B)(4), IF THE FACT OR OPINION DOES NOT DESCRIBE SPECIFIC EVENTS OR OCCURRENCES IN DISPUTE AND RESULTS FROM STUDY BY THAT EXPERT THAT WAS NOT MADE AT THE REQUEST OF ANY PARTY;

(d) SUBJECTS A PERSON TO UNDUE BURDEN.

(4) BEFORE FILING A MOTION PURSUANT TO DIVISION (C)(3)(d) OF THIS RULE, A PERSON RESISTING DISCOVERY UNDER THIS RULE SHALL ATTEMPT TO RESOLVE ANY CLAIM OF UNDUE BURDEN THROUGH DISCUSSIONS WITH THE ISSUING ATTORNEY. A MOTION FILED PURSUANT TO DIVISION (C)(3)(d) OF THIS RULE SHALL BE SUPPORTED BY AN AFFIDAVIT OF THE SUBPOENAED PERSON OR A CERTIFICATE OF THAT PERSON'S ATTORNEY OF THE EFFORTS MADE TO RESOLVE ANY CLAIM OF UNDUE BURDEN.

(5) IF A MOTION IS MADE UNDER DIVISION (C)(3)(c) OR (C)(3)(d) OF THIS RULE, THE COURT SHALL QUASH OR MODIFY THE SUBPOENA UNLESS THE PARTY IN WHOSE BEHALF THE SUBPOENA IS ISSUED SHOWS A SUBSTANTIAL NEED FOR THE TESTIMONY OR MATERIAL THAT CANNOT BE OTHERWISE MET WITHOUT UNDUE HARDSHIP AND ASSURES THAT THE PERSON TO WHOM THE SUBPOENA IS ADDRESSED WILL BE REASONABLY COMPENSATED.

CIVIL RULE 45 (D) DUTIES IN RESPONDING TO SUBPOENA.

(1) A PERSON RESPONDING TO A SUBPOENA TO PRODUCE DOCUMENTS SHALL, AT THE PERSON'S OPTION, PRODUCE THEM AS THEY ARE KEPT IN THE USUAL COURSE OF BUSINESS OR ORGANIZED AND LABELED TO CORRESPOND WITH THE CATEGORIES IN THE SUBPOENA. A PERSON PRODUCING DOCUMENTS OR ELECTRONICALLY STORED INFORMATION PURSUANT TO A SUBPOENA FOR THEM SHALL PERMIT THEIR INSPECTION AND COPYING BY ALL PARTIES PRESENT AT THE TIME AND PLACE SET IN THE SUBPOENA FOR INSPECTION AND COPYING.

(2) IF A REQUEST DOES NOT SPECIFY THE FORM OR FORMS FOR PRODUCING ELECTRONICALLY STORED INFORMATION, A PERSON RESPONDING TO A SUBPOENA MAY PRODUCE THE INFORMATION IN A FORM OR FORMS IN WHICH THE INFORMATION IS ORDINARILY MAINTAINED IF THAT FORM IS REASONABLY USEABLE, OR IN ANY FORM THAT IS REASONABLY USEABLE. UNLESS ORDERED BY THE COURT OR AGREED TO BY THE PERSON SUBPOENAED, A PERSON RESPONDING TO A SUBPOENA NEED NOT PRODUCE THE SAME ELECTRONICALLY STORED INFORMATION IN MORE THAN ONE FORM.

(3) A PERSON NEED NOT PROVIDE DISCOVERY OF ELECTRONICALLY STORED INFORMATION WHEN THE PRODUCTION IMPOSES UNDUE BURDEN OR EXPENSE. ON MOTION TO COMPEL DISCOVERY OR FOR A PROTECTIVE ORDER, THE PERSON FROM WHOM ELECTRONICALLY STORED INFORMATION IS SOUGHT MUST SHOW THAT THE INFORMATION IS NOT REASONABLY ACCESSIBLE BECAUSE OF UNDUE BURDEN OR EXPENSE. IF A SHOWING OF UNDUE BURDEN OR EXPENSE IS MADE, THE COURT MAY NONETHELESS ORDER PRODUCTION OF ELECTRONICALLY STORED INFORMATION IF THE REQUESTING PARTY SHOWS GOOD CAUSE. THE COURT SHALL CONSIDER THE FACTORS IN CIV. R. 26(B)(4) WHEN DETERMINING IF GOOD CAUSE EXISTS. IN ORDERING PRODUCTION OF ELECTRONICALLY STORED INFORMATION, THE COURT MAY SPECIFY THE FORMAT, EXTENT, TIMING, ALLOCATION OF EXPENSES AND OTHER CONDITIONS FOR THE DISCOVERY OF THE ELECTRONICALLY STORED INFORMATION.

(4) WHEN INFORMATION SUBJECT TO A SUBPOENA IS WITHHELD ON A CLAIM THAT IT IS PRIVILEGED OR SUBJECT TO PROTECTION AS TRIAL PREPARATION MATERIALS, THE CLAIM SHALL BE MADE EXPRESSLY AND SHALL BE SUPPORTED BY A DESCRIPTION OF THE NATURE OF THE DOCUMENTS, COMMUNICATIONS, OR THINGS NOT PRODUCED THAT IS SUFFICIENT TO ENABLE THE DEMANDING PARTY TO CONTEST THE CLAIM.

(5) IF INFORMATION IS PRODUCED IN RESPONSE TO A SUBPOENA THAT IS SUBJECT TO A CLAIM OF PRIVILEGE OR OF PROTECTION AS TRIAL-PREPARATION MATERIAL, THE PERSON MAKING THE CLAIM MAY NOTIFY ANY PARTY THAT RECEIVED THE INFORMATION OF THE CLAIM AND THE BASIS FOR IT. AFTER BEING NOTIFIED, A RECEIVING PARTY MUST PROMPTLY RETURN, SEQUESTER, OR DESTROY THE SPECIFIED INFORMATION AND ANY COPIES WITHIN THE PARTY'S POSSESSION, CUSTODY OR CONTROL. A PARTY MAY NOT USE OR DISCLOSE THE INFORMATION UNTIL THE CLAIM IS RESOLVED. A RECEIVING PARTY MAY PROMPTLY PRESENT THE INFORMATION TO THE COURT UNDER SEAL FOR A DETERMINATION OF THE CLAIM OF PRIVILEGE OR OF PROTECTION AS TRIAL-PREPARATION MATERIAL. IF THE RECEIVING PARTY DISCLOSED THE INFORMATION BEFORE BEING NOTIFIED, IT MUST TAKE REASONABLE STEPS TO RETRIEVE IT. THE PERSON WHO PRODUCED THE INFORMATION MUST PRESERVE THE INFORMATION UNTIL THE CLAIM IS RESOLVED.

Kathy Hernandez v. Aristides Jurado
Case No. 12JU014479
Exhibit CS1

0A260 - M47 Franklin County Ohio Clerk of Courts of the Common Pleas. 2014 Mar 04 4:43 PM-12JU014479

Kathy Hernandez v. Aristides Jurado
Case No. 12JU014479
Exhibit A1

Description of Items to be Produced

For Civil Subpoena to Ms. Blythe Bethel

Exhibit A1

Produce for inspection and copying, or in-camera review as determined by the court, of the following documents, or electronically stored information in printed form, that are in your possession, custody or control:

1. All communications of any kind including letters, notes, summaries, logs, phone messages and recordings, electronic mail messages, text messages, twitter messages,
2. Photographs, surveillance and audio recordings (collectively, "Recordings"),
3. Documents, notes, summaries, evaluations, incidents, complaints, reports including but not limited to recommendations, and any other documents relating to the custody case Hernandez v. Jurado.
4. Any document or other types of information , which are not already included in the preceding paragraphs, that are part of the GAL file for case No. 12JU014479 with caption: *Kathy Hernandez v. Aristides Jurado*.

[Cite as *Hogan v. Hogan*, 2003-Ohio-4747.]

Kathy Hernandez v. Aristides Jurado
Case No. 12JU014479
Exhibit CS1

IN THE COURT OF APPEALS
TWELFTH APPELLATE DISTRICT OF OHIO
BUTLER COUNTY

Kathy Hernandez v. Aristides Jurado
Case No. 12JU014479
Exhibit A2

KATHLEEN A. HOGAN, :
 :
Plaintiff-Appellee, : CASE NOS. CA2002-09-216
 : CA2002-09-225
 :
- vs - : O P I N I O N
 : 9/8/2003
 :
CLIFFORD F. HOGAN, :
 :
Defendant-Appellant. :

APPEAL FROM BUTLER COUNTY COURT OF COMMON PLEAS
DOMESTIC RELATIONS DIVISION
Case No. DR99-08-1160

M. Lynn Lampe, Suite 828, 6 South Second Street, Hamilton, Ohio
45011, for plaintiff-appellee

Fred Miller, 246 High Street, Hamilton, Ohio 45011, for defendant-
appellant

Elizabeth Ann Yauch, 240 East State Street, Trenton, Ohio 45067,
guardian ad litem

VALEN, P.J.

{¶1} In Case No. CA2002-09-216, defendant-appellant, Clifford
Hogan, appeals from the Butler County Common Pleas Court's decision
granting a guardian ad litem's motion to quash a subpoena issued to
her by Hogan, and ordering Hogan to pay the guardian's attorney
Exhibit N The State ex rel., Jurado v. ODC, FCCPCJB C.01.a.0036

fees. In Case No. CA2002-00-225, Hogan appeals from the Butler County Common Pleas Court's decision granting the guardian's motion to quash a second subpoena issued to her by Hogan, ordering Hogan to pay the guardian additional attorney fees, and further ordering Hogan to pay the fees of a new guardian ad litem, who had to be appointed after the first one withdrew from the case because she felt "harassed and threatened" by Hogan's actions. These two appeals have been consolidated for purposes of review.

{¶2} Hogan and his former wife, Kathleen, were divorced on February 2, 2000. This court affirmed the trial court's judgment issuing the divorce decree. See Hogan v. Hogan, (Nov. 20, 2000), Butler App. No. CA2000-02-037. The parties have two children born as issue of their marriage: Amanda Marie Hogan, born on May 23, 1989, and Madeline Anne Hogan, born on April 2, 1991.

{¶3} On August 4, 2000, Hogan moved to enforce a certain provision in the parties' shared parenting plan. On September 22, 2000, Kathleen moved to terminate or modify the parties' shared parenting plan. On September 25, 2000, a pretrial conference was held on the parties' motions. At this time, the trial court appointed Elizabeth Yauch as the guardian ad litem for the parties' children.

{¶4} From September 25, 2000, to January 29, 2002, the parties filed 14 additional motions, for which numerous hearings were held. On February 26, 2002, an agreed entry was filed, which, among other things, named Kathleen as the residential parent and legal custodian of the parties' children.

{¶5} On June 5, 2002, Hogan issued a subpoena duces tecum to Yauch, ordering her to bring to the court "[y]our entire file regarding the [sic] Amanda Hogan and Madeline Hogan." Yauch moved to quash the subpoena, arguing, among other things, that the information sought constituted work product, and that some of this information "w[ould] only serve to inflame the parties and thus cause harm to the children."

{¶6} On August 7, 2002, the trial court granted Yauch's motion to quash, finding that "Hogan is not entitled to the notes in the guardian's file because (1) the notes are not a record[,] (2) they are protected by privilege and (3) it would not be in the child-[ren's] best interest to release them." The trial court ordered Hogan to pay the guardian ad litem \$350 in attorney fees within 60 days.

{¶7} On August 15, 2002, Hogan issued a second subpoena to Yauch, ordering her to bring the following documents to court:

{¶8} "(1) Copies of the entire files, records, for Amanda Marie Hogan and Madeline Anne Hogan, including but not limited to, administered tests, audio tapes, correspondence and reports, notes are not included.

{¶9} "(2) Copies of the entire files, records, for Clifford F. Hogan, including but not limited to, administered tests, audio tapes, correspondence and reports, including notes on Clifford F. Hogan." (Emphasis sic.)

{¶10} Yauch again moved to quash Hogan's subpoena. She also moved to withdraw as guardian ad litem for the Hogan's children on

the ground that she felt "harassed and threatened" by Hogan.

{¶11} On August 28, 2002, a brief hearing was held on Yauch's motion to quash Hogan's second subpoena. After hearing arguments from both parties and Yauch, the trial court granted Yauch's motion to quash Hogan's August 15th subpoena and awarded her an additional \$150 in attorney fees. The trial court also granted Yauch's motion to withdraw as guardian ad litem and ordered the appointment of a new guardian ad litem at Hogan's cost.

{¶12} Hogan appeals from the trial court's judgments of August 7, 2002, and August 28, 2002 and raises three assignments of error.

Assignment of Error No. 1

{¶13} "THE TRIAL COURT ERRED TO THE PREJUDICE OF DEFENDANT-APPELLANT WHEN IT QUASHED EACH SUBPOENA ISSUED TO THE GUARDIAN AD LITEM."

{¶14} Hogan argues that the trial court erred in quashing each subpoena issued to Yauch. In furtherance of this argument, Hogan concedes that Yauch's private notes taken from her interviews with the children constitute nondiscoverable "work product." Nevertheless, Hogan argues that the trial court erred in granting Yauch's motion to quash his second subpoena. He asserts that he cured the defect in his first subpoena with the language in his second subpoena that excluded Yauch's private notes from the list of materials he sought.

{¶15} A trial court has broad discretion in discovery matters, including whether to grant or deny a motion to quash a subpoena, and its decision will not be reversed on appeal absent an abuse of

discretion. See Dirksing v. Blue Chip Architectural Products, Inc. (1994), 100 Ohio App.3d 213, 227 (management of discovery process lies within trial court's sound discretion). A trial court abuses its discretion only when its decision is arbitrary, unconscionable or unreasonable. Id.

{¶16} Initially, if Hogan was correct in stating that Yauch's private notes taken during her interviews with the children are work product, and, therefore, exempt from disclosure, then the trial court would have been justified in granting Yauch's motion to quash Hogan's second subpoena, as well as his first. In his second subpoena, Hogan did exempt Yauch's notes from the list of materials that he sought to have Yauch produce. However, in the second paragraph of the subpoena, Hogan demanded that Yauch turn over any notes she had taken regarding him. Under Hogan's definition of "work product," any private notes that Yauch took regarding Hogan would not be subject to disclosure. Moreover, Hogan's request for all of Yauch's notes concerning himself would probably encompass most of her notes about the Hogans' children, yet Hogan has conceded that those notes are work product and, therefore, exempt from disclosure.

{¶17} Notwithstanding Hogan's concessions to the contrary, we conclude that Yauch's file does not constitute "work product." The work product doctrine is found in Civ.R. 26(B)(3), which states, in pertinent part:

{¶18} "(3) **Trial preparation: materials.** *** [A] party may obtain discovery of documents and tangible things prepared in anti-

icipation of litigation or for trial by or for another party or by or for that other party's representative (including his attorney, consultant, surety, indemnitor, insurer, or agent) only upon a showing of good cause therefor."

{¶19} The work product doctrine allows a party to obtain materials prepared in anticipation of litigation or for trial by or for a party, or by or for a party's attorney or other representative "only upon a showing of good cause therefor." In this case, however, Yauch never acted as an attorney or other representative for one of the parties. Therefore, Yauch's files were not protected from disclosure under the work product rule.

{¶20} Civ.R. 75(B)(2) provides that "[w]hen it is essential to protect the interests of a child, the court may join the child of the parties as a party defendant and appoint a guardian ad litem and legal counsel, if necessary, for the child and tax the cost." However, while Yauch was appointed to serve as the children's guardian ad litem, she was not appointed to act as their legal counsel. See In re Clark, 141 Ohio App.3d 55, 60 ("[a]n appointment to act as [guardian ad litem] *** does not constitute an appointment to act as the children's lawyer without an express appointment also to act as such"). Consequently, Yauch's files are not entitled to any protection from disclosure under the work product doctrine.

{¶21} In granting Yauch's motion to quash, the trial court initially found that the guardian ad litem's notes are not a "record" that is subject to disclosure. Hogan challenges this finding on appeal, arguing that the guardian's files are a record subject

to disclosure under the parties' agreed entry of February 26, 2002. The agreed entry states in pertinent part:

{¶22} "IT IS FURTHER ORDERED that each parent shall have equal access to the children's school, day care center, medical, or educational records and extracurricular or recreational activities, or an order limiting a parent's access to specific areas. Any order limiting a parent's access shall contain specific findings of fact which support such limitation. The order shall contain a notice to school and daycare officials and to all keepers of records that their knowing failure to comply with the order may be punishable as contempt of court."

{¶23} This provision essentially tracks the language in R.C. 3109.051(H), which provides, in pertinent part:

{¶24} "(H) (1) *** [A] parent of a child who is not the residential parent of the child is entitled to access, under the same terms and conditions under which access is provided to the residential parent, to any record that is related to the child and to which the residential parent of the child legally is provided access, unless the court determines that it would not be in the best interest of the child for the parent who is not the residential parent to have access to the records under those same terms and conditions. ***.

{¶25} "(2) *** [S]ubsequent to the issuance of an order under division (H) (1) of this section, the keeper of any record that is related to a particular child and to which the residential parent legally is provided access shall permit the parent of the child who

is not the residential parent to have access to the record under the same terms and conditions under which access is provided to the residential parent ***."

{¶26} R.C. 3109.051(H) and the provision in the parties' agreed entry on which Hogan relies, do not, per se, grant either party access to the guardian's file. Instead, these provisions merely ensure that Hogan will have equal access to any record relating to the parties' children that Kathleen has.

{¶27} Nevertheless, parties generally should be granted broad leeway in discovering material that may be useful to them in preparing for litigation. See, generally, Stegawski v. Cleveland Anesthesia Group, Inc. (1987), 37 Ohio App.3d 78, 85. The fact that a guardian's files do not constitute a record for purposes of the parties' agreed entry or R.C. 3109.051(H) does not, standing alone, provide a valid reason for quashing a subpoena seeking their disclosure.

{¶28} The trial court cited two grounds for granting the guardian ad litem's motions to quash. First, the trial court found that the material sought by Hogan was "privileged." The trial court did not specify what privilege to which it was referring, but it appears that the trial court was referring to Yauch's role as the children's guardian ad litem, or, perhaps, the "work product" doctrine cited by Yauch in the proceedings below. However, for the reasons discussed earlier, Yauch cannot claim that an attorney-client privilege existed between her and the Hogans' children, nor can Yauch claim that her files regarding the children are entitled

to any privilege under the work product doctrine of Civ.R. 26(B) - (3).

{¶29} The trial court also found that it would not be in the children's best interest to require the guardian to disclose her files. We agree that a trial court has discretion to grant a motion to quash a subpoena for a guardian ad litem's files if the court finds that it would not be within the children's best interest to allow disclosure of the files. But in order to make such a finding, the trial court must first make an in camera inspection of the files sought. In this case, the trial court never requested Yauch to make her files available to it for an in camera inspection. Therefore, the trial court was not in a position to find, as it did, that it would not be in the children's best interest to permit the files to be disclosed. We conclude that the trial court abused its discretion by not making an in camera inspection of the material sought by Hogan, before declaring that it would not be in the children's best interest to permit the guardian's files to be disclosed to Hogan.

{¶30} On remand, the trial court shall order Yauch to produce her files on Hogan and the children to allow the trial court to inspect them in camera. Once the trial court is provided with the guardian's files, it is to determine whether or not it would be in the children's best interests to allow the files to be released to Hogan.

{¶31} Hogan's first assignment of error is sustained.

Assignment of Error No. 2

{¶32} "THE TRIAL COURT ERRED TO THE PREJUDICE OF DEFENDANT-APPELLANT WHEN IT ORDERED HIM TO PAY ATTORNEY FEES TO THE GUARDIAN AD LITEM."

{¶33} In light of our disposition of Hogan's first assignment of error, the trial court's order that Hogan pay attorney fees to the guardian ad litem in the amount of \$500 is vacated. On remand, the trial court will determine whether it would be in the children's best interest to grant Hogan access to the guardian ad litem's files. If it decides access would not be in the children's best interest, the trial court may reconsider the issue of whether the guardian ad litem is entitled to attorney fees, and, if so, in what amount.

{¶34} Hogan's second assignment of error is sustained to the extent indicated.

Assignment of Error No. 3

{¶35} "THE TRIAL COURT ERRED TO THE PREJUDICE OF DEFENDANT-APPELLANT WHEN IT ORDERED HIM TO PAY THE ENTIRE FEES FOR THE REPLACEMENT GUARDIAN AD LITEM."

{¶36} In light of our disposition of Hogan's first and second assignments of error, the trial court's order requiring Hogan to pay the entire fee for the replacement guardian ad litem is vacated. On remand, the trial court shall reconsider the issue in light of all the facts, circumstances and evidence before it.

{¶37} Hogan's third assignment of error is sustained to the extent indicated.

{¶38} The trial court's judgment is reversed, and this cause is

remanded for further proceedings consistent with this opinion and in accordance with law.

YOUNG, J., concurs.

WALSH, J., dissents.

WALSH, J., dissenting.

{¶39} Because I would affirm the trial court's decision, I respectfully dissent from the majority opinion.

{¶40} First, review of the record reveals that appellant's discovery request was made while there was no litigation related to custody pending before the trial court. As a general proposition, discovery is appropriate only when there is an action pending before the court. Civ.R. 26(B)(1). Discovery is not a mechanism to ascertain whether a party has a cause of action, but rather is only appropriately used to discover facts related to a party's own cause of action or grounds of defense. See Poulos v. Parker Sweeper Co. (1989), 44 Ohio St.3d 124. Because there was no matter pending, the trial court did not abuse its discretion by quashing the subpoenas.

{¶41} Second, as observed by the majority, appellant concedes that any notes taken by the guardian ad litem are protected work product, not subject to disclosure. Appellant's judicial admission that this portion of the guardian's file is not discoverable supports the trial court's decision to quash the subpoenas as each contained a request for the guardian's privileged notes. I would find appellant's concession dispositive of this matter and affirm

the trial court's decision.

Kathy Hernandez v. Aristides Jurado
Case No. 12JU014479
Exhibit CS1

[Cite as *Hogan v. Hogan*, 2003-Ohio-4747.]

NEF



***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING

A filing has been submitted to the court RE: 12JU014479

Judge: TERRI B JAMISON

Magistrate: JILL A MATTHEWS

Official File Stamp (except Proposed Orders): 03-04-2014 16:43:57

Court: COURT OF COMMON PLEAS DOMESTIC RELATIONS DIVISION
JUVENILE DIVISION

Case Title: KATHY J HERNANDEZ -VS- ARISTIDES JURADO

Document(s) Submitted: EXHIBITS Exhibit A1 -Description of Items to be Produced
EXHIBITS Exhibit A2 - Case Law for Subpoena of GAL Files
SUBPOENA ISSUED - SHERIFF to GAL, Blythe Bethel, To Attend, Give
testimony and Produce documents and information

Filed by or on behalf of: ARISTIDES JURADO

You may review this filing by clicking on the following link to take you to your [cases](#).

This notice was automatically generated by the Court's e-Filing system.

The following people were served electronically:

ERIKA M SMITHERMAN for KATHY J HERNANDEZ

RONALD R PETROFF for KATHY J HERNANDEZ

JILL A MATTHEWS

MELINDA S CARLSON, ESQ

BLYTHE M BETHEL for ^{Therese} ~~Robinson~~ G JURADO

ARISTIDES JURADO

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

ERIKA M SMITHERMAN

RONALD R PETROFF

KEITH E GOLDEN

ERIKA M SMITHERMAN

KEITH E GOLDEN

QUALINE INC

NEF

BLYTHE M BETHEL
BLYTHE M BETHEL
RONALD R PETROFF
BLYTHE M BETHEL
BLYTHE M BETHEL
RONALD R PETROFF
BANK OF AMERICA
BLYTHE BETHEL

Kathy Hernandez v. Aristides Jurado
Case No. 12JU014479
Exhibit CS1

Ari Jurado

Kathy Hernandez v. Aristides Jurado
Case No. 12JU014479
Exhibit CS2

From: Blythe Bethel
Sent: Wednesday, March 5, 2014 3:13 PM
To: Ari Jurado
Cc: Esq. Ronald R. Petroff; Erika Smitherman
Subject: Re: Notice of Subpoena Issued

All: I am simply going to bring the entire banker's box that contains my file in this case. You can all make your case to the judge and let the judge determine how she wants to handle this matter. I am not in a position to continue to finance this case for either party. I am going to bring the file to the hearing next week, and leave it at that. Blythe

On Wednesday, March 5, 2014 12:23 PM, Ari Jurado <ari_jurado@qualineconsulting.com> wrote:
Blythe,

You keep referring to all those copies you need to make for me. There is a reason why I did not ask for you to produce the file/documents before the hearing: Because I may not need your whole file. In fact, I may not need your file at all. The purpose of the subpoena for you to bring the file, and not copies, to the hearing is twofold:

1. To help the Judge assess if the Protective Order that I requested in my motion is necessary, or if at least if certain documents need to be protected.
2. For the hearing of my motion to remove you: The judge may need to see specific documents that are in your possession during the hearing.

As you can see, the your file and documents are more for the use of the Judge than me; And as you can see, it may not be necessary to review the entire file.

Bringing the file, without making copies, to the hearing on March 13 for the reasons above will not make you incur in any new expenses. If you still insist in not bringing your file for the March 13 hearing using the pretext of the expense of making copies or the fact that I have a balance with you, it only demonstrates that you are not acting in good faith while trying to interfere with the administration of justice. Again, this opinion is solely based on the information you have provided to me today. Hopefully you have other valid reasons for not bringing it.

If it helps, you could bring information that you have in electronic form, in electronic form. In other words, if you want to bring your emails in a USB drive, and that is easier for you, I will not object.

Thanks,

Ari

On Wed, Mar 5, 2014 at 10:51 AM, Blythe Bethel <blythebethel@yahoo.com> wrote:

Ari: It is not that simple. And, given the amount of paperwork in my file, I doubt very seriously that the Judge is going to conduct an in camera review that day. Your current balance with my office based on the billing statement that will be going out this Friday or next Monday is \$3,112.70. I am simply not in a position to finance your case for you. I am also not in a position to bear the cost of making thousands of copies for you. And, I will not release to you, absent an Order from the Court, my entire file. I have to complete my final pretrial recommendation, and I need to have access to my file. I guess we will see what the judge has to say. blythe

On Wednesday, March 5, 2014 8:32 AM, Ari Jurado <ari_jurado@qualineconsulting.com> wrote:
Hi Blythe,

Thank you for the heads up. Just for clarification and before you spend time filing motions: I am not asking you to release the file to me. I am asking you to bring them to the hearing next week so that the court can determine this very same issue, as I stated in the subpoena... "*or in-camera review as determined by the court*".

Even if you file the motion, can you bring the file to court so that she can do the in camera review the same day if the Judge wants to?

Regarding payments, I get paid myself this Friday and that same day I intend to issue payments to you, and to Kathy for both child support and reimbursement of Dr. Smalldon fees.

Ari

From: Blythe Bethel [<mailto:blythebethel@yahoo.com>]
Sent: Wednesday, March 5, 2014 7:22 AM
To: Ari Jurado
Cc: Esq. Ronald R. Petroff (rrp@petrofflawoffices.com); Erika Smitherman
Subject: Re: Notice of Subpoena Issued

Ari: I am going to have to file a Motion with the Court asking to either quash your subpoena or to have the Court conduct an in camera review of the file before releasing any documents to you. At this point, my file is huge. I am not in a position to copy the entire file at my cost. You still have a substantial outstanding balance with my office. You have not paid me consistent with the Judge's instructions to you. So, I will be filing a Motion to have the Judge decide what I need to do. Blythe

On Tuesday, March 4, 2014 4:51 PM, Ari Jurado <ari_jurado@qualineconsulting.com> wrote:
FYI... Just a heads up.

Ari

From: efiling@franklincountyohio.gov [<mailto:efiling@franklincountyohio.gov>]
Sent: Tuesday, March 4, 2014 4:44 PM
To: ari_jurado@qualineconsulting.com
Subject: Received Notice: Your filing, Re: 12JU014479 - KATHY J HERNANDEZ -VS- ARISTIDES JURADO - EXHIBITS, was received

To: ARISTIDES JURADO ari_jurado@qualineconsulting.com
From: efiling@franklincountyohio.gov
Date: 2014-03-04 16:43:57.46
Subject: Your electronic filing, Re: 12JU014479 - KATHY J HERNANDEZ -VS- ARISTIDES JURADO - EXHIBITS, was received by DOMESTIC RELATIONS AND JUVENILE, COURT OF COMMON PLEAS.

Case Number: 12JU014479
Case Type: CUSTODY/SUPPORT/VISITATION/PARENTING TIME
Document Type: EXHIBITS
Document Type: EXHIBITS
Document Type: SUBPOENA ISSUED - SHERIFF

Kathy Hernandez v. Aristides Jurado
Case No. 12JU014479
Exhibit CS2

Kathy Hernandez v. Aristides Jurado
Case No. 12JU014479
Exhibit CS3

COMMON PLEAS, FRANKLIN COUNTY, OHIO
DIVISION OF DOMESTIC RELATIONS AND JUVENILE BRANCH

KATHY HERNANDEZ, PLAINTIFF,		CASE NO. 12 JU 14479
vs.		JUDGE JAMISON
ARISTIDES JURADO, DEFENDANT.		MAGISTRATE MATTHEWS

ENTRY

This cause came before the Court on January 23, 2014, on the Motion of Defendant for an Emergency Custody Order and Plaintiff's Motion to Dismiss the Motion for an Emergency Custody Order. Aristides Jurado, Defendant, appeared and requested that the Order continue until further orders of the Court relative to the Motion for Custody filed November 13, 2012. Ron Petroff appeared on behalf of Plaintiff, who was not present, and Blythe Bethel, Guardian *ad litem* appeared for this proceeding. Due to the number of issues the Court was made aware of during this hearing, the Court will make additional orders herein.

The Court dealt with Plaintiff's Motion to Dismiss first as a procedural matter. The Court does not find this motion to be well-taken. Plaintiff's position is that the Motion for Emergency Custody should not be heard because Defendant was represented by counsel and therefore Defendant cannot file motions *pro se*. Counsel, Keith Golden, has filed a Motion to Withdraw and the Entry allowing withdrawal has not been processed due to e-filing. The Court finds that even though the entry has not appeared in the case file that Mr. Golden was discharged by Defendant. Based upon Rule 1.16(a) of the Ohio Rules of Professional Conduct, which states in pertinent part, "a lawyer shall not represent a client, or, where representation has commenced, shall withdraw from the representation of a client if any of the following applies:... (3)the lawyer is discharged." The Court finds that Mr. Golden was discharged by Defendant and Defendant's filing of the Motion for Emergency Custody is allowed. Therefore, the Court DENIES Plaintiff's Motion to Dismiss Defendant's Motion for Emergency Custody.

Based on the sworn Affidavit and testimony of Defendant and the report of the Guardian *ad litem*, an emergency situation does not exist. Firstly, Plaintiff and Defendant have shared

parenting. Secondly, the Court will not issue the emergency custody order due to the fact that all of the injuries seemed to occur at the child's previous daycare facility. The Court reviewed Defendant's exhibits of the various injuries to the child. The Court does find that the number of injuries to the head, the black eye, and the unexplainable bruising to the child's legs troubling. However, there is no allegation that Plaintiff caused the injuries and the child has been removed from the facility where the injuries occurred.

The Guardian *ad litem* reported to the Court that the minor child has had another injury at the current daycare provider utilized by Plaintiff. Defendant has enrolled the minor child in a different daycare for care during his parenting time. The Court at first found this unreasonable but, due to the fact that the minor child has had numerous injuries that are reportedly occurring at the Plaintiff's daycare center, the Court finds it to be a viable alternative. The parties have agreed that neither of them will utilize the Open Door Policy to go to the daycare center utilized by Plaintiff unannounced. It is unreasonable to expect that a concerned parent who has a child in daycare and that child has experienced several incidents will not want to investigate the cause of the injuries. The Court opines that utilizing separate daycares will resolve the issue and allow Defendant and Plaintiff the ability to utilize the Open Door Policy at their respective daycare facilities.

The Guardian *ad litem* further informed the Court that Defendant is not current on his obligations as to her fees. The Court opines that the Guardian *ad litem* fees are not dischargeable in bankruptcy and are in the nature of child support. Defendant should begin making payment toward his outstanding obligation to the Guardian *ad litem* forthwith. Plaintiff paid the total cost to obtain the psychological custody evaluation. Defendant should begin looking for full-time employment that will enable him to reimburse Plaintiff for his half of the payment to Dr. Smalldon for the psychological custody evaluation.

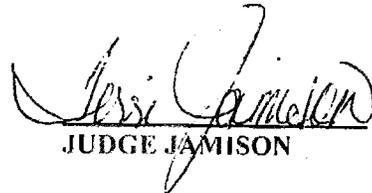
It is **THEREFORE ORDERED, ADJUDGED AND DECREED** that Aristides Jurado Motion for Emergency Custody is **DENIED**. The Court further **ORDERS** that the parties may maintain separate daycare providers. Both parties shall drop the child off at the respective parent's child care center after exercising parenting time. The party beginning parenting time shall pick the child up from their child care center. For example, if Plaintiff-Mother is beginning her time, Defendant-Father shall drop the child off in Hilliard in the morning to be picked up by Plaintiff-Mother in the evening. If Defendant-Father is beginning his time, Plaintiff-Mother shall

drop the child off at Easton in the morning to be picked up by Defendant-Father in the evening. The Court further **STRIKES** the language from the Shared Parenting Agreement that prevents the parties from contacting the daycare center or utilizing the Open Door Policy at their respective daycare centers. The Court **ORDERS** that neither party shall contact the other party's daycare center with the purpose of lodging allegations or complaints against the other parent, or to interfere with the child's placement at the center. A copy of this order should be delivered to and placed in the child's file at each individual daycare center.

The Court further **ORDERS** Defendant to begin payments to the Guardian *ad litem* immediately. The Court further **ORDERS** Defendant to make arrangements to reimburse Plaintiff for the cost of the psychological custody evaluation performed by Dr. Smalldon upon his receipt of proof that she paid and the amount that she paid.

Motion for Custody is set for hearing with Magistrate Matthews on the 3rd floor of 373 S. High Street, Columbus, OH 43215 on March 26, 2014, March 28, 2014, March 31, 2014, April 1, 2014, and April 2, 2014 at 1:30 pm. Magistrate Matthews may increase the number of days if necessary to accommodate the parties and to give both parties the ability to introduce all evidence.

IT IS SO ORDERED.


JUDGE JAMISON

Copies to:
Ron Petroff, Attorney for Plaintiff
Aristides Jurado, Defendant
Blythe Bethel, Guardian *ad litem*

Kathy Hernandez v. Aristides Jurado
Case No. 12JU014479
Exhibit CS3



**Franklin County Ohio Clerk of Courts of the Common Pleas- 2014 May 27 5:07 PM-12JU014479
COURT OF COMMONS PLEAS, FRANKLIN COUNTY, OHIO**

Subpoena – Division of Domestic Relations and Juvenile Branch

Kathy Hernandez
Plaintiff/Petitioner

Case No. 12JU014479
(Example: 11DR012345)

-VS/AND

Aristides Jurado
Defendant/Petitioner

Wit. Fee on Deposit

The State of Ohio
Franklin County, ss
To Attorney Process Server _____

Sheriff of Franklin County, Ohio Greetings:

YOU ARE HEREBY COMMANDED TO SUBPOENA THE FOLLOWING NAMED PERSON, To wit:

Person Business

Bethel
Last Name / Business Name

495 SOUTH HIGH STREET
STREET ADDRESS

Blythe
First Name

SUITE 220
ADDRESS LINE 2

Kathy Hernandez v. Aristides Jurado
Case No. 12JU014479
Exhibit CS4

COLUMBUS OH 43215-00
CITY STATE ZIP CODE

To be and appear before the Court of Common Pleas of the County of Franklin, Domestic Relations Division and Juvenile Branch, 373 South High Street, Columbus, Ohio 43215, OR at
3963 Easton Way, Columbus, OH 43219 on the 3 day of June, 2014 at 9:00 A M of

said day in courtroom # _____ to:

- ATTEND AND GIVE TESTIMONY AT A TRIAL, HEARING OR DEPOSITION ON THE DATE, TIME AND AT THE PLACE SPECIFIED ABOVE.
- ATTEND AND PRODUCE DOCUMENTS, ELECTRONICALLY STORED INFORMATION OR TANGIBLE THINGS AT A TRIAL, HEARING OR DEPOSITION ON THE DATE, TIME AND AT THE PLACE SPECIFIED ABOVE.
- PRODUCE AND PERMIT INSPECTION AND COPYING, ON THE DATE AND AT THE TIME AND PLACE SPECIFIED ABOVE, OF ANY DESIGNATED DOCUMENTS OR ELECTRONICALLY STORED INFORMATION THAT ARE IN YOUR POSSESSION, CUSTODY OR CONTROL.
- PRODUCE AND PERMIT INSPECTION AND COPYING, TESTING OR SAMPLING, ON THE DATE AND AT THE TIME AND PLACE SPECIFIED ABOVE, OF ANY TANGIBLE THINGS THAT ARE IN YOUR POSSESSION, CUSTODY OR CONTROL.
- PERMIT ENTRY UPON THE FOLLOWING DESCRIBED LAND OR OTHER PROPERTY, FOR THE PURPOSES DESCRIBED IN CIV. R. 34(A)(3), ON THE DATE AND AT THE TIME SPECIFIED ABOVE.

DESCRIPTION OF LAND OR OTHER PREMISES: _____
DESCRIPTION OF ITEMS TO BE PRODUCED: Documents, emails, notes, records, electronically stored information—in printed form or provide in electronic media—that are in your possession, custody or control as listed in Exhibit A1.

Aristides Jurado, 3963 Easton Way Columbus, OH 43219 (305-7992212) Defendant
ATTORNEY/PRO SE ADDRESS/PHONE # (REQUIRED) (SUPREME COURT #) PLAINTIFF/DEFENDANT OTHER (SPECIFY)

Witness my hand and seal of said court **Maryellen O'Shaughnessy, Clerk of Court of Commons Pleas**



*******RETURN OF SERVICE*******

Sheriff's Fees I received this subpoena on _____, and served the above party
Service _____ by _____ on _____
Mileage _____ I was unable to complete service for the following reason: _____
Copy _____
Total _____

Signature of Serving Party
Check one: Deputy Sheriff Attorney
 Process Server Deputy Clerk

Franklin County Ohio Clerk of Courts of the Common Pleas- 2014 May 27 5:07 PM-12JU014479

CIVIL RULE 45 (C) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A PARTY OR AN ATTORNEY RESPONSIBLE FOR THE ISSUANCE AND SERVICE OF A SUBPOENA SHALL TAKE REASONABLE STEPS TO AVOID IMPOSING UNDUE BURDEN OR EXPENSE ON A PERSON SUBJECT TO THAT SUBPOENA.

(2) (a) A PERSON COMMANDED TO PRODUCE UNDER DIVISIONS (A)(1)(B)(II), (III), (IV), OR (V) OF THIS RULE NEED NOT APPEAR IN PERSON AT THE PLACE OF PRODUCTION OR INSPECTION UNLESS COMMANDED TO ATTEND AND GIVE TESTIMONY AT A DEPOSITION, HEARING, OR TRIAL.

(b) SUBJECT TO DIVISION (D)(2) OF THIS RULE, A PERSON COMMANDED TO PRODUCE UNDER DIVISIONS (A)(1)(B)(II), (III), (IV), OR (V) OF THIS RULE MAY, WITHIN FOURTEEN DAYS AFTER SERVICE OF THE SUBPOENA OR BEFORE THE TIME SPECIFIED FOR COMPLIANCE IF SUCH TIME IS LESS THAN FOURTEEN DAYS AFTER SERVICE, SERVE UPON THE PARTY OR ATTORNEY DESIGNATED IN THE SUBPOENA WRITTEN OBJECTIONS TO PRODUCTION. IF OBJECTION IS MADE, THE PARTY SERVING THE SUBPOENA SHALL NOT BE ENTITLED TO PRODUCTION EXCEPT PURSUANT TO AN ORDER OF THE COURT BY WHICH THE SUBPOENA WAS ISSUED. IF OBJECTION HAS BEEN MADE, THE PARTY SERVING THE SUBPOENA, UPON NOTICE TO THE PERSON COMMANDED TO PRODUCE, MAY MOVE AT ANY TIME FOR AN ORDER TO COMPEL THE PRODUCTION. AN ORDER TO COMPEL PRODUCTION SHALL PROTECT ANY PERSON WHO IS NOT A PARTY OR AN OFFICER OF A PARTY FROM SIGNIFICANT EXPENSE RESULTING FROM THE PRODUCTION COMMANDED.

(3) ON TIMELY MOTION, THE COURT FROM WHICH THE SUBPOENA WAS ISSUED SHALL QUASH OR MODIFY THE SUBPOENA, OR ORDER APPEARANCE OR PRODUCTION ONLY UNDER SPECIFIED CONDITIONS, IF THE SUBPOENA DOES ANY OF THE FOLLOWING:

(a) FAILS TO ALLOW REASONABLE TIME TO COMPLY;

(b) REQUIRES DISCLOSURE OF PRIVILEGED OR OTHERWISE PROTECTED MATTER AND NO EXCEPTION OR WAIVER APPLIES;

(c) REQUIRES DISCLOSURE OF A FACT KNOWN OR OPINION HELD BY AN EXPERT NOT RETAINED OR SPECIALLY EMPLOYED BY ANY PARTY IN ANTICIPATION OF LITIGATION OR PREPARATION FOR TRIAL AS DESCRIBED BY CIV. R. 26(B)(4), IF THE FACT OR OPINION DOES NOT DESCRIBE SPECIFIC EVENTS OR OCCURRENCES IN DISPUTE AND RESULTS FROM STUDY BY THAT EXPERT THAT WAS NOT MADE AT THE REQUEST OF ANY PARTY;

(d) SUBJECTS A PERSON TO UNDUE BURDEN.

(4) BEFORE FILING A MOTION PURSUANT TO DIVISION (C)(3)(d) OF THIS RULE, A PERSON RESISTING DISCOVERY UNDER THIS RULE SHALL ATTEMPT TO RESOLVE ANY CLAIM OF UNDUE BURDEN THROUGH DISCUSSIONS WITH THE ISSUING ATTORNEY. A MOTION FILED PURSUANT TO DIVISION (C)(3)(d) OF THIS RULE SHALL BE SUPPORTED BY AN AFFIDAVIT OF THE SUBPOENAED PERSON OR A CERTIFICATE OF THAT PERSON'S ATTORNEY OF THE EFFORTS MADE TO RESOLVE ANY CLAIM OF UNDUE BURDEN.

(5) IF A MOTION IS MADE UNDER DIVISION (C)(3)(c) OR (C)(3)(d) OF THIS RULE, THE COURT SHALL QUASH OR MODIFY THE SUBPOENA UNLESS THE PARTY IN WHOSE BEHALF THE SUBPOENA IS ISSUED SHOWS A SUBSTANTIAL NEED FOR THE TESTIMONY OR MATERIAL THAT CANNOT BE OTHERWISE MET WITHOUT UNDUE HARDSHIP AND ASSURES THAT THE PERSON TO WHOM THE SUBPOENA IS ADDRESSED WILL BE REASONABLY COMPENSATED.

CIVIL RULE 45 (D) DUTIES IN RESPONDING TO SUBPOENA.

(1) A PERSON RESPONDING TO A SUBPOENA TO PRODUCE DOCUMENTS SHALL, AT THE PERSON'S OPTION, PRODUCE THEM AS THEY ARE KEPT IN THE USUAL COURSE OF BUSINESS OR ORGANIZED AND LABELED TO CORRESPOND WITH THE CATEGORIES IN THE SUBPOENA. A PERSON PRODUCING DOCUMENTS OR ELECTRONICALLY STORED INFORMATION PURSUANT TO A SUBPOENA FOR THEM SHALL PERMIT THEIR INSPECTION AND COPYING BY ALL PARTIES PRESENT AT THE TIME AND PLACE SET IN THE SUBPOENA FOR INSPECTION AND COPYING.

(2) IF A REQUEST DOES NOT SPECIFY THE FORM OR FORMS FOR PRODUCING ELECTRONICALLY STORED INFORMATION, A PERSON RESPONDING TO A SUBPOENA MAY PRODUCE THE INFORMATION IN A FORM OR FORMS IN WHICH THE INFORMATION IS ORDINARILY MAINTAINED IF THAT FORM IS REASONABLY USEABLE, OR IN ANY FORM THAT IS REASONABLY USEABLE. UNLESS ORDERED BY THE COURT OR AGREED TO BY THE PERSON SUBPOENAED, A PERSON RESPONDING TO A SUBPOENA NEED NOT PRODUCE THE SAME ELECTRONICALLY STORED INFORMATION IN MORE THAN ONE FORM.

(3) A PERSON NEED NOT PROVIDE DISCOVERY OF ELECTRONICALLY STORED INFORMATION WHEN THE PRODUCTION IMPOSES UNDUE BURDEN OR EXPENSE. ON MOTION TO COMPEL DISCOVERY OR FOR A PROTECTIVE ORDER, THE PERSON FROM WHOM ELECTRONICALLY STORED INFORMATION IS SOUGHT MUST SHOW THAT THE INFORMATION IS NOT REASONABLY ACCESSIBLE BECAUSE OF UNDUE BURDEN OR EXPENSE. IF A SHOWING OF UNDUE BURDEN OR EXPENSE IS MADE, THE COURT MAY NONETHELESS ORDER PRODUCTION OF ELECTRONICALLY STORED INFORMATION IF THE REQUESTING PARTY SHOWS GOOD CAUSE. THE COURT SHALL CONSIDER THE FACTORS IN CIV. R. 26(B)(4) WHEN DETERMINING IF GOOD CAUSE EXISTS. IN ORDERING PRODUCTION OF ELECTRONICALLY STORED INFORMATION, THE COURT MAY SPECIFY THE FORMAT, EXTENT, TIMING, ALLOCATION OF EXPENSES AND OTHER CONDITIONS FOR THE DISCOVERY OF THE ELECTRONICALLY STORED INFORMATION.

(4) WHEN INFORMATION SUBJECT TO A SUBPOENA IS WITHHELD ON A CLAIM THAT IT IS PRIVILEGED OR SUBJECT TO PROTECTION AS TRIAL PREPARATION MATERIALS, THE CLAIM SHALL BE MADE EXPRESSLY AND SHALL BE SUPPORTED BY A DESCRIPTION OF THE NATURE OF THE DOCUMENTS, COMMUNICATIONS, OR THINGS NOT PRODUCED THAT IS SUFFICIENT TO ENABLE THE DEMANDING PARTY TO CONTEST THE CLAIM.

(5) IF INFORMATION IS PRODUCED IN RESPONSE TO A SUBPOENA THAT IS SUBJECT TO A CLAIM OF PRIVILEGE OR OF PROTECTION AS TRIAL-PREPARATION MATERIAL, THE PERSON MAKING THE CLAIM MAY NOTIFY ANY PARTY THAT RECEIVED THE INFORMATION OF THE CLAIM AND THE BASIS FOR IT. AFTER BEING NOTIFIED, A RECEIVING PARTY MUST PROMPTLY RETURN, SEQUESTER, OR DESTROY THE SPECIFIED INFORMATION AND ANY COPIES WITHIN THE PARTY'S POSSESSION, CUSTODY OR CONTROL. A PARTY MAY NOT USE OR DISCLOSE THE INFORMATION UNTIL THE CLAIM IS RESOLVED. A RECEIVING PARTY MAY PROMPTLY PRESENT THE INFORMATION TO THE COURT UNDER SEAL FOR A DETERMINATION OF THE CLAIM OF PRIVILEGE OR OF PROTECTION AS TRIAL-PREPARATION MATERIAL. IF THE RECEIVING PARTY DISCLOSED THE INFORMATION BEFORE BEING NOTIFIED, IT MUST TAKE REASONABLE STEPS TO RETRIEVE IT. THE PERSON WHO PRODUCED THE INFORMATION MUST PRESERVE THE INFORMATION UNTIL THE CLAIM IS RESOLVED.

Kathy Hernandez v. Aristides Jurado
Case No. 12JU014479
Exhibit CS4

Franklin County Ohio Clerk of Courts of the Common Pleas- 2014 May 27 5:07 PM-12JU014479

Kathy Hernandez v. Aristides Jurado
Case No. 12JU014479
Exhibit A1

Description of Items to be Produced

For Civil Subpoena to Ms. Blythe Bethel

Exhibit A1

Produce for inspection and copying, or in-camera review as determined by the court, of the following documents, or electronically stored information in printed form, that are in your possession, custody or control:

1. All communications of any kind including letters, notes, summaries, logs, phone messages and recordings, electronic mail messages, text messages, twitter messages,
2. Photographs, surveillance and audio recordings (collectively, "Recordings"),
3. Documents, notes, summaries, evaluations, incidents, complaints, reports including but not limited to recommendations, and any other documents relating to the custody case Hernandez v. Jurado.
4. Any document or other types of information , which are not already included in the preceding paragraphs, that are part of the GAL file for case No. 12JU014479 with caption: *Kathy Hernandez v. Aristides Jurado*.

For the economy and diminishing of the parties expenses, it is acceptable (but not required) to produce electronically-stored documents in electronic media such as CD, USB drive, etc. other than hardcopy print.

MARYELLEN O'SHAUGHNESSY

**FRANKLIN COUNTY CLERK OF COURTS
DOMESTIC RELATIONS AND JUVENILE, COURT OF COMMON PLEAS**

Case No. **12JU014479**

Case Style:

KATHY J HERNANDEZ -VS- ARISTIDES JURADO

FILINGS TO BE SCHEDULED:

MOTION TO SET ASIDE MAGISTRATE ORDER Filed: 2014-06-17

PROPOSED FILINGS TO BE SCHEDULED:

NOTICE OF HEARING

The foregoing motion(s) will come on for hearing in the Court of Common Pleas, Juvenile on 07/08/2014 at 11:00 AM in courtroom 65 on floor 6 at: 373 South High Street, Columbus, Ohio 43215

RONALD ROMAN PETROFF

ATTORNEY

000081267

SC #

Franklin County Court of Common Pleas

Date: 06-17-2014
Case Title: KATHY J HERNANDEZ -VS- ARISTIDES JURADO
Case Number: 12JU014479
Type: NOTICE OF HEARING

So Ordered

Hearing Set by Assignment

Hearing Set by Assignment

Electronically signed on 2014-Jun-17 page 2 of 2

**IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, OHIO
DIVISION OF DOMESTIC RELATIONS AND JUVENILE BRANCH**

KATHY J. HERNANDEZ

PLAINTIFF,

vs.

ARISTIDES JURADO

DEFENDANT.

CASE NO. 12JU-11-14479

JUDGE JAMISON

MAGISTRATE MATTHEWS

MAGISTRATE'S ORDER

This matter is before the Magistrate upon the order filed March 26, 2014, requiring the parties' to submit affidavits to the Court regarding the following motions:

- Father's motion for the minor child to see a new pediatrician, filed July 1, 2013;
- Mother's motion to modify temporary orders, filed October 22, 2013;
- The Guardian ad Litem's motion to preclude evidence, filed January 16, 2014;
- Mother's motion in Limine, filed January 22, 2014;
- Father's emergency motion for removal of the Guardian ad Litem, filed February 18, 2014;
- Father's motion to expedite hearing without referring for removal of the Guardian ad Litem, filed February 18, 2014;
- Father's motion for protective order, filed February 18, 2014;
- Father's motion for appointment of counsel, filed March 19, 2014; and
- The Guardian ad Litem's oral motion to modify or amend the current temporary orders, made on March 26, 2014.

Affidavits were due no later than April 9, 2014. Mother is represented by counsel, Father is pro se, and a Guardian ad Litem has been appointed to the case. An affidavit was filed by the Plaintiff on April 9, 2014. An affidavit was also filed by the Guardian ad Litem on April 9, 2014. No affidavits were filed by the Defendant. However, on April 9, 2014, Father filed a Motion to Stay with this Court, stating that he had filed with the Ohio Supreme Court an "original action in mandamus and prohibition naming this court and the bench presiding over this case as respondents." When the parties last appeared before the Magistrate on May 12, 2014, Father stated that he had not filed such an action with the Supreme Court. Father's motion to stay was denied by Judge's entry, filed June 5, 2014.

There is little question that the progression of this case has been impeded by the ceaseless motions that have been, and continue to be, filed. A date was set for affidavits by this Court in an attempt to resolve a number of issues brought by the parties. Unfortunately, though, the Court can see that the attempt to streamline this case in preparation for trial has not been fully successful. The Court is particularly troubled by Father filing a motion to stay based on a filing with the Supreme Court that apparently never happened.

As the parties' previous case management order, filed on November 25, 2013, was made when trial was scheduled for three days in February of 2014, the Court feels it is now necessary and appropriate to allow both parties additional time to provide/supplement their trial notebooks and disclosure of witnesses.

Therefore, based upon the affidavits submitted, the pleadings filed to date in this matter, and the consideration of the Court, it is ORDERED as follows:

1. Father's motion for the minor child to see a new pediatrician, filed July 1, 2013, was previously withdrawn by agreed order, filed July 18, 2013;
2. Father's emergency motion for removal of the Guardian ad Litem, filed February 18, 2014, is DENIED;
3. Father's motion to expedite hearing without referring for removal of the Guardian ad Litem, filed February 18, 2014, is DENIED;
4. Father's motion for protective order, filed February 18, 2014, is DENIED;
5. Father's motion for appointment of counsel, filed March 19, 2014, is DENIED;
6. The parties shall disclose to each other, in writing the names and addresses of all expert and non-expert witnesses no later than June 30, 2014. Failure to comply may lead to the imposition of sanctions, including the exclusion of testimony or evidence at trial;
7. All parties shall exchange or supplement trial notebooks containing all exhibits to be used at trial no later than July 18, 2014. Each party shall also provide a copy of their trial notebooks or supplement to the Court on this same date. Failure to comply may lead to the imposition of sanctions, including the exclusion of testimony or evidence at trial;
8. The Magistrate's order limiting the parties' trial time, filed on January 9, 2014, remains in effect;
9. All other motions not specifically addressed herein shall be heard at the trial in this matter;
10. The parties are scheduled to appear in Court for trial on July 22, 23, 25, 28, and 29, 2014 at 1:30 p.m. in front of the Magistrate.

IT IS SO ORDERED.


MAGISTRATE MATTHEWS 6/13/14
DATE

cc: Ronald R. Petroff (0081267)
Erika M. Smitherman (0072383)
Attorneys for Plaintiff-Mother
140 E. Town Street, Suite 1070
Columbus, Ohio 43215

Aristides Jurado
Defendant-Father, pro se
3963 Easton Way
Columbus, Ohio 43219

Blythe M. Bethel (0001373)
Guardian ad Litem
495 South High Street, Suite 220
Columbus, Ohio 43215

Court Disposition

Case Number: 12JU014479

Case Style: KATHY J HERNANDEZ -VS- ARISTIDES JURADO

Motion Tie Off Information:

1. Motion CMS Document Id: 12JU014479002014-02-1899960000
Document Title: 02-18-2014-MOTION FOR PROTECTIVE ORDER
Disposition: MOTION DENIED
2. Motion CMS Document Id: 12JU014479002014-02-1899970000
Document Title: 02-18-2014-MOTION
Disposition: MOTION DENIED
3. Motion CMS Document Id: 12JU014479002014-02-1899980000
Document Title: 02-18-2014-MOTION
Disposition: MOTION DENIED
4. Motion CMS Document Id: 12JU014479002013-07-0199960000
Document Title: 07-01-2013-MOTION
Disposition: MOTION WITHDRAWN
5. Motion CMS Document Id: 12JU014479002013-07-0199970000
Document Title: 07-01-2013-MOTION TO MODIFY TEMPORARY
ORDERS
Disposition: MOTION GRANTED IN PART

IN THE FRANKLIN COUNTY COMMON PLEAS COURT
DIVISION OF DOMESTIC RELATIONS
JUVENILE BRANCH

KATHY HERNANDEZ
Plaintiff

-vs-

ARISTIDES JURADO
Defendant.

]
]
]
]
]
]
]

Case No. 12 JU 14479

JUDGE JAMISON

ENTRY DENYING STAY

This matter is before the Court on Defendant's Motion for Stay of the Proceedings, filed on April 9, 2014, pending resolution of an alleged action before the Ohio Supreme Court for an extraordinary writ. After a thorough review of the record the Court hereby **DENIES** the Motion for Stay.

IT IS SO ORDERED.



JUDGE JAMISON

PRÆCIPE TO THE CLERK OF COURTS
Pursuant to Civil Rule 58(B), you are hereby
instructed to serve upon all parties not in default for
failure to appear, notice of the judgment and its date
of entry upon the journal in the manner prescribed by
the attached instructions for service.

Court Disposition

Case Number: 12JU014479

Case Style: KATHY J HERNANDEZ -VS- ARISTIDES JURADO

Motion Tie Off Information:

1. Motion CMS Document Id: 12JU014479002 [REDACTED] 910000

Document Title: 04-09-2014-MOTION TO STAY

Disposition: MOTION DENIED

MARYELLEN O'SHAUGHNESSY

**FRANKLIN COUNTY CLERK OF COURTS
DOMESTIC RELATIONS AND JUVENILE, COURT OF COMMON PLEAS**

Case No. **12JU014479**

Case Style:

KATHY J HERNANDEZ -VS- ARISTIDES JURADO

FILINGS TO BE SCHEDULED:

MOTION TO QUASH Filed: 2014-05-30

MOTION FOR APPOINTMENT OF COUNSEL Filed: 2014-03-19

PROPOSED FILINGS TO BE SCHEDULED:

NOTICE OF HEARING

The foregoing motion(s) will come on for hearing in the Court of Common Pleas, Juvenile on 07/08/2014 at 11:00 AM in courtroom 65 on floor 6 at: 373 South High Street, Columbus, Ohio 43215

BLYTHE BETHEL

ATTORNEY

000001373

SC #

IN THE COURT OF COMMON PLEAS, FRANKLIN COUNTY, OHIO
DIVISION OF DOMESTIC RELATIONS AND JUVENILE BRANCH

KATHY J. HERNANDEZ	:	
<i>Petitioner-Mother,</i>	:	CASE NO. 12-JU-14479
	:	
vs.	:	JUDGE JAMISON
	:	
ARISTIDES JURADO	:	
<i>Respondent-Father.</i>	:	MAGISTRATE MATTHEWS

**PETITIONER-MOTHER'S MOTION TO SHOW CAUSE AND
HOLD RESPONDENT-FATHER IN CONTEMPT**

Now comes Petitioner-Mother in the above captioned case, by and through undersigned Counsel, and hereby moves this Honorable Court for an order requiring Respondent-Father Aristides Jurado, to appear and show cause why he should not be punished and held in contempt of this Honorable Court for his failure to pay

Petitioner-Mother also requests such relief as this Court deems just and equitable, including but not limited to attorneys' fees and court costs. A Memorandum in Support and an Affidavit in Support are attached hereto and incorporated herein.

Respectfully submitted,

PETROFF LAW OFFICES, LLC

/s/ Ronald R. Petroff

Ronald R. Petroff (0081267)

rrp@petrofflawoffices.com

Erika M. Smitherman (0072383)

ems@petrofflawoffices.com

Petroff Law Offices, LLC

140 East Town Street, Suite 1070

Columbus, OH 43215

Tel: 614-222-4288

Fax: 614-222-4289

Counsel for Petitioner-Mother

Page 1 of 4

MEMORANDUM IN SUPPORT

On March 26, 2014, this Court and all parties entered an Agreed Magistrate's Order which states that Respondent-Father shall pay \$500.00 to Petitioner-Mother's counsel no later than the end of the first full week of every month in order to reimburse her \$4,000.00 for his outstanding portion of Dr. Smalldon's bill that Petitioner-Mother paid, attached hereto and incorporated herein as **Exhibit A**.

Respondent-Father discontinued payment to counsel for Petitioner-Mother and did not make a payment in May or June, thereby creating a past balance due of \$1,000.00 on his ongoing obligation with a remaining balance of \$2,880.00 (which should only be \$1,880.00 but for his failure to pay). In fact, Respondent-Father has provided written notification to the undersigned counsel of his intent to violate the Agreed Magistrate's Order (see e-mail communication attached hereto and incorporated herein as **Exhibit B**). The Agreed Order was a chance for Respondent-Father to purge his contempt for non-payment of his share of the costs of the Psychological Examination Report and he has failed to do so.

Therefore, Respondent-Father should be ordered to appear before this Honorable Court and show cause why he should not be held in contempt and punished for the above described transgression, especially after given the opportunity to purge his contempt. Petitioner-Mother asks that Respondent-Father be found in contempt and that reasonable attorney's fees, costs and any other relief this Court deems just be awarded to Petitioner-Mother in filing the *instant* Motion in order to enforce this Court's Order.

Respectfully submitted,

PETROFF LAW OFFICES, LLC

/s/ Ronald R. Petroff

Ronald R. Petroff (0081267)

rrp@petrofflawoffices.com

Page 2 of 4

Erika M. Smitherman (0072383)
ems@petrofflawoffices.com
Petroff Law Offices, LLC
140 East Town Street, Suite 1070
Columbus, OH 43215
Tel: 614-222-4288
Fax: 614-222-4289
Counsel for Petitioner-Mother

CERTIFICATE OF SERVICE

This will certify that a copy of the foregoing Motion to Show Cause was served on the 17th day of January, 2014 to the Guardian *ad litem*, Blythe Bethel, via this Court's e-filing system to her e-filing account, and to Respondent, Aristides Jurado via personal service and certified U.S.P.S. mail to his residence located at 3693 Easton Way, Columbus, OH 43219.

/s/ Ronald R. Petroff
Ronald R. Petroff (0081267)
Erika M. Smitherman (0072383)
Counsel for Petitioner-Mother

IN THE COURT OF COMMON PLEAS, FRANKLIN COUNTY, OHIO
DIVISION OF DOMESTIC RELATIONS AND JUVENILE BRANCH

KATHY J. HERNANDEZ

Petitioner-Mother,

vs.

ARISTIDES JURADO

Respondent-Father.

CASE NO. 12-JU-14479

JUDGE JAMISON

MAGISTRATE MATTHEWS

PETITIONER-MOTHER'S AFFIDAVIT IN SUPPORT OF
HER MOTION FOR CONTEMPT

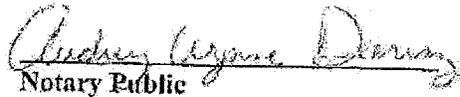
State of Ohio
County of Franklin, SS.

Now comes Kathy Hernandez as the Affiant herein and having been duly sworn and cautioned deposes and states that she is the Petitioner in the foregoing action, that she has reviewed the foregoing Motion, and that the facts and allegations stated therein are true to the best of her knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT.


Kathy Hernandez

SWORN to before me and subscribed in my presence this 17th day of June, 2014.


Notary Public



AUDREY WYNNE DEERING
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2017

Page 4 of 4

IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, OHIO
DIVISION OF DOMESTIC RELATIONS AND JUVENILE BRANCH

IN THE MATTER OF:

Kathy Hernandez
v.
Anicides Jurado

CASE NO. 12 JU 14479

JUDGE Jamison

MAGISTRATE Matthews

Agreed **MAGISTRATE'S ORDER**

This matter came on for hearing pursuant to Plaintiff's 1/23/14 Motion for Contempt regarding Dr. Smallwood's Fees set before this court on 3/26/14.

Upon consideration of the matter, it is ORDERED

That Respondent/Defendant shall pay \$500⁰⁰ to Plaintiff's counsel no later than Friday 5PM of the first full week of every month until the complete sum of \$4,000⁰⁰ is paid in full. To date, \$620⁰⁰ has been satisfied, OR unless further order of the court.

Matthews
MAGISTRATE

[Signature]
Attorney for Plaintiff / Petitioner

[Signature] PRO SE
Attorney for Defendant / Respondent

J312

[Signature] 0001373
Guarabito Ad Litem

Ronald R. Petroff

From: Ari Jurado [ari_jurado@qualineconsulting.com]
Sent: Friday, May 09, 2014 2:07 PM
To: Ronald R. Petroff
Cc: Erika Smitherman; Brooke Berkowitz
Subject: RE: May Payment

Hello Mr. Petroff,

My apologies for the delay in responding. I did not want to respond without being sure: I will be missing my deadline for payment this month. When I signed that agreement, I had the intentions to make good, but I have gotten to the point that I am running out of people to ask for loans as I have been doing for several months now. You asked about the credit card, but unfortunately it is maxed out.

I believe we have a status conference this coming Monday morning at 9:30am. We can bring it up with the magistrate to see what she recommends, short of simply filing another motion for contempt.

Ari

From: Ronald R. Petroff [mailto:rrp@petrofflawoffices.com]
Sent: Monday, May 5, 2014 10:55 AM
To: 'Ari Jurado'
Cc: 'Erika Smitherman'; 'Brooke Berkowitz'
Subject: Re: May Payment

Good morning Mr. Jurado,

Per the attached, your May payment is due on or before Friday, May 9th at 5PM.

Do we have your authority to run the card you provided us last Month for \$500.00 to satisfy the May payment?

Please advise.

Very truly yours,

Ronald R. Petroff, Esq.
Managing Partner
Petroff Law Offices, LLC
140 East Town Street, Ste. 1070
Columbus, Ohio 43215
Tel: 614-222-4288
Fax: 614-222-4289
email: rrp@petrofflawoffices.com
website: www.petrofflawoffices.com

Exhibit B



Confidentiality Notice: *This electronic mail message, together with any attachments herein, contains information of Petroff Law Offices, LLC that may be confidential and/or legally privileged, and is intended solely for the use of the individual or entity named on this message. If you are not the intended recipient, and have received this message in error, please immediately return this message via e-mail and then delete it from your hard drive completely. If you have any questions about what to do in this situation, please call our office at the number listed above. Thank you for your prompt attention to this matter.*

From: Ari Jurado [mailto:ari_jurado@qualineconsulting.com]
Sent: Friday, April 04, 2014 3:36 PM
To: Ronald R. Petroff, Esq.
Cc: Erika Smitherman
Subject: RE: Questions for the Magistrate

I will call in a few minutes with my CC info.

On Apr 4, 2014 3:22 PM, "Ronald R. Petroff" <rrp@petrofflawoffices.com> wrote:
Mr. Jurado:

Will you be stopping by the office today to make a payment of \$500.00 per the March 24th Magistrate's Order?

Very truly yours,

Ronald R. Petroff, Esq.
Managing Partner
Petroff Law Offices, LLC
140 East Town Street, Ste. 1070
Columbus, Ohio 43215
Tel: 614-222-4288
Fax: 614-222-4289
email: rrp@petrofflawoffices.com
website: www.petrofflawoffices.com



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MARYELLEN O'SHAUGHNESSY

**FRANKLIN COUNTY CLERK OF COURTS
DOMESTIC RELATIONS AND JUVENILE, COURT OF COMMON PLEAS**

Case No. **12JU014479**

Case Style:

KATHY J HERNANDEZ -VS- ARISTIDES JURADO

FILINGS TO BE SCHEDULED:

MOTION FOR CONTEMPT Filed: 2014-06-20

PROPOSED FILINGS TO BE SCHEDULED:

NOTICE OF HEARING

The foregoing motion(s) will come on for hearing in the Court of Common Pleas, Juvenile on 07/22/2014 at 1:30 PM in courtroom MATTH on floor 3 at: 373 South High Street, Columbus, Ohio 43215

ERIKA M. SMITHERMAN, ESQ.

ATTORNEY

000072383

SC #

Franklin County Court of Common Pleas

Date: 06-20-2014
Case Title: KATHY J HERNANDEZ -VS- ARISTIDES JURADO
Case Number: 12JU014479
Type: NOTICE OF HEARING

So Ordered

Hearing Set by Assignment

Hearing Set by Assignment

Electronically signed on 2014-Jun-20 page 2 of 2

IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, OHIO
DOMESTIC RELATIONS AND JUVENILE DIVISIONS

Kathy Hernandez

Plaintiff / Petitioner / In The Matter Of:
vs / AND

Aristides Jurado

Defendant / Petitioner

Case No 12 JU 14479

JUDGE Jamison

TO: Aristides Jurado

SUMMONS AND ORDER TO APPEAR

Upon motion of the Petitioner Kathy Hernandez and for good cause shown,

Aristides Jurado

IS HEREBY SUMMONED AND ORDERED TO APPEAR at the Franklin

County Common Pleas, Domestic Relations Division, 373 South High Street, Columbus, Ohio 43215
 399 South Front Street, Columbus, Ohio 43215

In courtroom 38 on the 22nd day of July 20 14, at 1:30 o'clock p.m. to show cause why you should not
Be found in contempt for failure to obey a prior court order for support, visitation, or any other matter alleged herein.

NOTICE

PURSUANT TO R.C. 2705.031 YOU ARE HEREBY GIVEN NOTICE THAT:

1. FAILURE TO APPEAR PURSUANT TO THIS ORDER OF THE COURT MAY RESULT IN THE ISSUANCE OF AN ORDER FOR YOUR ARREST AND AN ISSUANCE OF AN ORDER FOR THE PAYMENT OF SUPPORT BY WITHHOLDING AN AMOUNT FROM YOUR PERSONAL EARNINGS OR BY DEDUCTING OR WITHHOLDING AN AMOUNT FROM SOME OTHER ASSET OF YOURS.
2. YOU HAVE THE RIGHT OF COUNSEL; AND IF YOU BELIEVE THAT YOU ARE INDIGENT, YOU MUST APPLY FOR A PUBLIC DEFENDER OR COURT APPOINTED COUNSEL WITHIN THREE (3) BUSINESS DAYS AFTER RECEIPT OF THIS SUMMONS.
3. THE COURT MAY REFUSE TO GRANT A CONTINUANCE AT THE TIME OF THE HEARING FOR THE PURPOSE OF YOU OBTAINING COUNSEL, IF YOU HAVE FAILED TO MAKE GOOD FAITH EFFORT TO RETAIN COUNSEL OR TO OBTAIN A PUBLIC DEFENDER.
4. IF YOU ARE FOUND GUILTY OF CONTEMPT FOR FAILURE TO PAY CHILD SUPPORT, FAILURE TO COMPLY WITH OR INTERFERENCE WITH A VISITATION ORDER, OR ANY OTHER MATTER ALLEGED HEREIN, THE COURT MAY ORDER THE FOLLOWING:
 - A. IF THIS IS YOUR FIRST (1ST) OFFENSE YOU MAY BE SENTENCED TO A DEFINITE TERM OF IMPRISONMENT OF NOT MORE THAN THIRTY (30) DAYS IN JAIL; FINED NOT MORE THAN TWO HUNDRED FIFTY DOLLARS (\$250), OR BOTH.
 - B. IF THIS IS YOUR SECOND (2ND) OFFENSE YOU MAY BE SENTENCED TO A DEFINITE TERM OF IMPRISONMENT OF NOT MORE THAN SIXTY (60) DAYS IN JAIL; FINED NOT MORE THAN FIVE HUNDRED DOLLARS (\$500), OR BOTH.
 - C. IF THIS IS YOUR THIRD (3RD) OFFENSE YOU MAY BE SENTENCED TO A DEFINITE TERM OF IMPRISONMENT OF NOT MORE THAN NINETY (90) DAYS IN JAIL; FINED NOT MORE THAN ONE THOUSAND DOLLARS (\$1,000.00) OR BOTH.
5. THE COURT MAY GRANT LIMITED DRIVING PRIVILEGES UNDER R.C. 4510.021 PURSUANT TO A REQUEST MADE BY THE ACCUSED, IF THE DRIVER'S LICENSE WAS SUSPENDED BASED ON A NOTICE ISSUED PURSUANT TO R.C. 3123.54 BY THE CSEA AND IF THE REQUEST IS ACCOMPANIED BY A RECENT NONCERTIFIED COPY OF A DRIVER'S ABSTRACT FROM THE REGISTRAR OF MOTOR VEHICLES.

WITNESS my hand and Seal of said Court
on the date recorded on the time stamp above.

MARYELLEN O'SHAUGHNESSY, Clerk of the Court of Common Pleas


Exhibit N

Signature Page Attached

JUDGE

The State ex rel., Jurado v. ODC, FCCPCJB

C.01.a.0080

Franklin County Court of Common Pleas

Date: 06-23-2014
Case Title: KATHY J HERNANDEZ -VS- ARISTIDES JURADO
Case Number: 12JU014479
Type: SUMMONS AND ORDER TO APPEAR W/NOTICE (CONTEMPT)

Terri B. Jamison, Judge

The image shows a handwritten signature in black ink that reads "Terri B. Jamison". The signature is written over a circular official seal. The seal contains the text "THE COURT OF COMMON PLEAS" and "FRANKLIN COUNTY OHIO" around the perimeter, with a central emblem. The signature is fluid and cursive.

Terri B. Jamison

Electronically signed on 2014-Jun-23 page 2 of 2

Court Disposition

Case Number: 12JU014479

Case Style: KATHY J HERNANDEZ -VS- ARISTIDES JURADO

Final Appealable Order: Yes

Motion Tie Off Information:

1. Motion CMS Document Id: 12JU014479002014-03-1999980000
Document Title: 03-19-2014-MOTION FOR APPOINTMENT OF
COUNSEL
Disposition: MOTION DENIED
2. Motion CMS Document Id: 12JU014479002014-05-2899980000
Document Title: 05-28-2014-MOTION TO COMPEL
Disposition: MOTION DENIED
3. Motion CMS Document Id: 12JU014479002014-05-3099960000
Document Title: 05-30-2014-MOTION TO QUASH
Disposition: MOTION GRANTED

MARYELLEN O'SHAUGHNESSY

**FRANKLIN COUNTY CLERK OF COURTS
DOMESTIC RELATIONS AND JUVENILE, COURT OF COMMON PLEAS**

Case No. **12JU014479**

Case Style:

KATHY J HERNANDEZ -VS- ARISTIDES JURADO

FILINGS TO BE SCHEDULED:

MOTION TO SET ASIDE MAGISTRATE ORDER Filed: 2014-06-23

PROPOSED FILINGS TO BE SCHEDULED:

NOTICE OF HEARING

The foregoing motion(s) will come on for hearing in the Court of Common Pleas, Juvenile on 07/08/2014 at 11:00 AM in courtroom 65 on floor 6 at: 373 South High Street, Columbus, Ohio 43215

ATTORNEY

SC #

MARYELLEN O'SHAUGHNESSY

**FRANKLIN COUNTY CLERK OF COURTS
DOMESTIC RELATIONS AND JUVENILE, COURT OF COMMON PLEAS**

Case No. **12JU014479**

Case Style:

KATHY J HERNANDEZ -VS- ARISTIDES JURADO

FILINGS TO BE SCHEDULED:

MOTION TO SET ASIDE MAGISTRATE ORDER Filed: 2014-06-23

PROPOSED FILINGS TO BE SCHEDULED:

NOTICE OF HEARING

The foregoing motion(s) will come on for hearing in the Court of Common Pleas, Juvenile on 07/08/2014 at 1:30 PM in courtroom MATTH on floor 3 at: 373 South High Street, Columbus, Ohio 43215

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ATTORNEY

--

SC #



Terms and Conditions (Remitter and Payee):

- * Please keep this copy for your record of the transaction
- * The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
 - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
 - In most cases, the funds will be considered "abandoned" before the "Void After" Date
- * Placing a Stop Payment on a Cashier's Check
 - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
 - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- * Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK

Customer Copy
9471613591

05/14/2014
Void after 7 years

Remitter: BETZEL JURADO

\$** 1,000.00 **

Pay To The Order Of: ARISTIDES JURADO

Memo: *Loan to be used exclusively to fund complaint with SCC*
Note: For information only. Comment has no effect on bank's payment.

Drawn: JPMORGAN CHASE BANK, N.A.
NON NEGOTIABLE

262111107 NEW 01/08 681000M306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE  **CASHIER'S CHECK**

Date 05/14/2014 9471613591 25-3 440
Void after 7 years

Remitter: BETZEL JURADO

Pay To The Order Of: ARISTIDES JURADO

Pay: ONE THOUSAND DOLLARS AND 00 CENTS \$** 1,000.00 **

Do not write outside this box

Memo: *Loan to be used exclusively to fund complaint with SCC*
Note: For information only. Comment has no effect on bank's payment.

Drawn: JPMORGAN CHASE BANK, N.A.

Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH



Exhibit N

The State ex rel., Jurado v. ODC, FCCPCJB

C.01.a.0086

⑈9471613591⑈ ⑆044000037⑆ 758661318⑈

DWAYNE E. STAPLES
LISA K. STAPLES
1017 AUTUMN MEADOWS DR.
WESTERVILLE, OH 43081

560

6-12/18
048

13 May 14

Pay to the Order of Promedia Digital \$ 50.00

Fifty + no/100 Dollars



PNC BANK, N.A.
079
(US)

INV. # P41DQ117647

For DVD reproduction

Exhibit The State ex rel. Jurado v. ODC FCCR00/Ba.0087

⑆04 1000124⑆ 1 209996 222⑈ 0560



Terms and Conditions (Remitter and Payee):

- * Please keep this copy for your record of the transaction
- * The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
 - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
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 - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- * Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

**FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK**

Customer Copy

9471613538

05/06/2014

Void after 7 years

Remitter: BETZEL JURADO

**** 195.00 ****

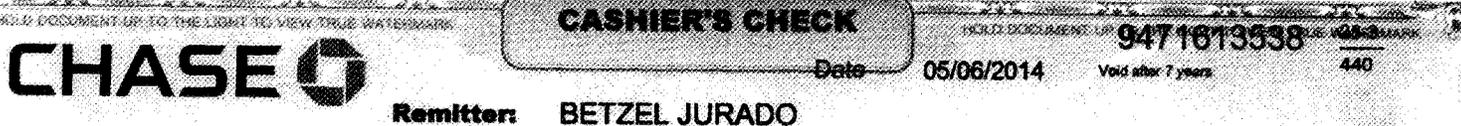
Pay To The Order Of: PROMEDIA DIGITAL

Drawer: **JPMORGAN CHASE BANK, N.A.**

NON NEGOTIABLE

Memo: _____
Note: For information only. Comment has no effect on bank's payment.

282111107 NEW 01/08 8810004306



Remitter: BETZEL JURADO

Pay To The Order Of: PROMEDIA DIGITAL

Pay: ONE HUNDRED NINETY FIVE DOLLARS AND 00 CENTS

**** 195.00 ****

Drawer: **JPMORGAN CHASE BANK, N.A.**

[Signature]
Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH

Do not write outside this box
Memo: _____
Note: For information only. Comment has no effect on bank's payment.

QUOTE

Date	Quote #
05/05/14	PMDQ117647

For: Ari Jurado
* Cash Sales - Columbus*

Phone: 614-372-8012 **Ext:**
Fax:
Email: ari_jurado@qualineconsulting.com

Ship To: Ari Jurado

Customer Pickup

Sales Rep	Quoted by	Payment Terms	Req. Shipping Method	Req. Ship Date
Jason Homan	Jason Homan	C.O.D.	Customer Pickup	

Qty	Description	Unit Price	Ext. Price
20	Bundle Info: Disc Duplication: State ex rel. ARISTIDES JURADO DVD DVD-R, 4.7GB, White Inkjet, Hub Printable Inkjet Print on Disc DVD Case, Full Sleeve, Black DVD Case Wrap, Color/0	\$4.10	\$82.00
1	Rush Fee for 24 Hour Turn	\$175.00	\$175.00

Please note that applicable sales tax and freight charges will be added to the final invoice. This quote is valid for 30 days and is based solely on the specifications described herein.

SubTotal	\$257.00
Sales Tax	\$19.28
Shipping Estimate	\$0.00
Total	\$276.28

gets case wrap, 4/0

02010 Artistic Checks 1-800-224-7621 www.artisticchecks.com

Kevin A Smith
Denise T Smith
7572 Ladywell Court
Worthington, OH 43085
614-848-3399

25/2/440 7740

Date 6/3/2014

Pay To The Order of Promedia Digital \$ 20.00
Twenty and 00/100

HUNTINGTON NATIONAL BANK
COLUMBUS, OH 43216

invoice #
For PMDQ117647

⑆044000024⑆ 02892876929⑆ 7740

CERTIFICATE OF SERVICE

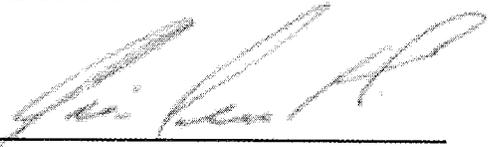
I hereby certify that a true and accurate copy of the foregoing was served via personal service on this 22nd day of July, 2014, upon the following:

Amy C. Stone, Counsel of Record
Office of Disciplinary Counsel
250 Civic Center Drive, Suite #325
Columbus, OH 43215-5454
(614) 461-0256
Counsel for Respondent
OFFICE OF DISCIPLINARY COUNSEL, *et. al.*

Ronald J. O'Brien, Counsel of Record
Franklin County Prosecuting Attorney
373 S. High Street, 14th Floor
Columbus, OH 43215
(614) 525.3555
Counsel for Respondent
FRANKLIN COUNTY COURT OF COMMON PLEAS,
DOMESTIC RELATIONS DIVISION, JUVENILE BRANCH, *et. al.*,

Relator-Father Pro Se

By: _____


ARISTIDES JURADO
3963 Easton Way
Columbus, OH 43219
(305) 799-2212
ari_jurado@qualineconsulting.com