Exhibit F

Dental Ins Rates Paid Monthly
rates based on coverage type

	2010	2011	2012	2013
Individual	24.97	25.17	26.43	28.02
Family	76.03	76.64	80.47	85.03

Life Ins/Disability Ins paid by Village Monthly per employee

2010	2011	2012	2013
23.4	25.04	25.9	25.9

Part-Time Employees

*** There were no part-time police officers or other employees prior to 2010
Part-time classified employees began January 1, 2013
Please see the list below for part-time employees and police officers 30 hrs or more
Antwuane Blackwell
Jordan Caldwell
Christopher Williams
Rita Watson

Part-time Police Officers
Antwuane Sparks
Steve Maddox
Michael Lowe
Onam Williams
Ezell Leonard
Angala Taylor

All the above are listed on the current payroll ledger information that you have

No fringe benefits except for PERS and Workers compensation only*****

VILLAGE OF LINCOLN HEIGHTS

DENTAL CARE PLUS

PREFERRED 1000/D BENEFIT PLAN

DESCRIPTION OF BENEFITS

Individual Maximum per year.....$1000.00

$50 Annual Individual Deductible
$150 Annual Family Deductible
on Basic and Major Benefits only

Percentage Paid by Dental Care Plus

Preventive Benefits.....100%

Basic Benefits.....80%

Major Benefits.....50%

Orthodontic Benefits.....NONE

A complete description of benefits, limitations, and exclusions are available in the Individual Certificate. Members must receive services from a Dental Care Plus dentist.

JEFFERSON PILOT FINANCIAL

Jefferson Pilot Financial Insurance Company
8801 Indian Hills Drive, Omaha NE 68114-4066
(800) 423-2765 A Stock Company

Group Policyholder:

Village of Lincoln Heights

In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, Jefferson Pilot Financial Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

The first premium for this Policy is due on its effective date. Subsequent premiums are due on January 1, 2006, and on the same day of each month after that. Policy anniversaries will be each December 1st; unless shown otherwise on the Premium Rate Schedule inside.

The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below.

Jefferson Pilot Financial Insurance Company has executed this Policy at its Home Office in Omaha, Nebraska. The issue date of this Policy is December 1, 2005.

Dennis R. Glass

Chief Executive Officer

Robert A. Reed

Secretary

GROUP INSURANCE POLICY
No. 000010075507
PROVIDING
WEEKLY DISABILITY INCOME INSURANCE

Village of Lincoln Heights
000010075507

SCHEDULE OF INSURANCE

CLASS 1

All Full-Time Employees

WAITING PERIOD: 30 days of continuous Active Work (For date insurance begins, refer to "Effective Dates" section)

MINIMUM HOURS: 30 hours per week

WEEKLY DISABILITY INCOME INSURANCE

BENEFIT PERCENTAGE: 60%

MAXIMUM WEEKLY BENEFIT: $300

MINIMUM WEEKLY BENEFIT: 10% of the Weekly Total Disability Benefit

MAXIMUM BENEFIT PERIOD: 26 weeks

DAY BENEFITS BEGIN: 1st day of Disability due to accidental Injury; and
8th consecutive day of Disability due to Sickness.

The Day Benefits Begin may be reached by days of Total Disability, Partial Disability, or any combination thereof.

The Maximum Weekly Benefit will not exceed the Benefit Percentage times Basic Weekly Earnings.

After the Day Benefits Begin, the Maximum Benefit Period will be reduced by any days for which the Insured Person receives payment under the Employer's Sick Leave or Salary Continuance Plan for the same Disability.

Weekly Disability Income Insurance will terminate when an Insured Person retires.

CONTRIBUTIONS: Insured employees are not required to contribute to the cost of the Weekly Disability Income Insurance.

This Policy does not replace or provide benefits required by Workers' Compensation laws or any state disability insurance plan laws.

JEFFERSON PILOT FINANCIAL

Jefferson Pilot Financial Insurance Company
8801 Indian Hills Drive, Omaha NE 68114-4066
(800) 423-2765 A Stock Company

Group Policyholder:

Village of Lincoln Heights

In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, Jefferson Pilot Financial Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

The first premium for this Policy is due on its effective date. Subsequent premiums are due on January 1, 2006, and on the same day of each month after that. Policy anniversaries will be each December 1st; unless shown otherwise on the Premium Rate Schedule inside.

The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below.

Jefferson Pilot Financial Insurance Company has executed this Policy at its Home Office in Omaha, Nebraska. The issue date of this Policy is December 1, 2005.

Dennis R. Glass
Chief Executive Officer

Robert A. Reed
Secretary

GROUP INSURANCE POLICY
No. 000010075506
PROVIDING
LIFE INSURANCE
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

SCHEDULE OF INSURANCE (CONTINUED)

LIFE AND AD&D INSURANCE

	Amount of Personal Life Insurance	AD&D Insurance Principal Sum
Class 1	$50,000	$50,000

Personal Life and AD&D Insurance will be reduced as follows:
- At age 65, benefits will reduce by 35% of the original amount;
- At age 70, benefits will reduce an additional 25% of the original amount;
- At age 75, benefits will reduce an additional 15% of the original amount.

Benefits will terminate when the Insured Person retires.

If the Insured Person first enrolls for Personal Life and AD&D Insurance at age 65 or older, the above age reductions will apply to:
- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which he or she is eligible.

Insured Persons are not required to make contributions for Personal Life Insurance and AD&D Insurance.

The following chart applies to the Extension of Death Benefit provision when benefits end upon attainment of the Social Security Normal Retirement Age:

Year of Birth	Normal Retirement Age
1937 and prior	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 - 54	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and later	67

Note: Persons born on January 1 of any year should refer to the Normal Retirement Age for the previous year.

If any evidence of insurability is required, it will be provided at the Person's own expense.

Full - Time Non Police **Individual Rate Summary**

2010 PREMIUMS	Anthem Current	Employer Contribution	Employee Contribution
Robert Banister (ES)	$1,325.61	**$1,199.51**	$126.10
Terril Hunter (EC)	$489.97	**$363.87**	$126.10
Berda Mosley (E)	$606.84	**$558.92**	$47.92
Elizabeth Smith (E)	$878.22	**$830.30**	$47.92
Sharon Willis (F)	$1,166.14	**$974.26**	$191.88
Total Monthly:	**$4,466.78**	**$3,926.86**	**$539.92**

Full-Time Non Police **Individual Rate Summary**

2011 PREMIUMS	Anthem Current	Employer Contribution	Employee Contribution
Robert Bannister (ES)	$1,415.32	**$1,289.22**	$126.10
Elizabeth Smith €	$1,087.35	**$1,039.43**	$47.92
Lavonya Leonard (T)	$589.36	**$463.26**	$126.10
Berda Mosley (E)	$594.54	**$546.62**	$47.92
Sharon Willis (F)	$1,237.35	**$1,045.47**	$191.88
Lawanna Barber (F)	$1,268.73	**$1,076.85**	$191.88
Total Monthly:	**$6,192.65**	**$5,460.85**	**$731.80**

Full Time Non Police

Individual Rate Summary

2012 PREMIUMS

	Anthem #D3G Option 1	Employer Contribution	Employee Contribution $0 Increase
Lavonya Leonard(ES)	$595.64	**$464.54**	$131.10
Berda Mosley (E)	$605.83	**$552.91**	$52.92
Sharon Willis (F)	$1,260.84	**$1,063.96**	$196.88
Lawanna Barber	$1,292.81	**$1,095.93**	$196.88
Total Monthly:	$3,755.12	**$3,177.34**	**$577.78**

Full Time Non Police

Individual Rate Summary

2013 PREMIUMS	HUMANA INS			
	HUMANA INS	**Employer Contribution**	**Employee Contribution**	
Berda Mosley E	$327.25	**$274.33**	$52.92	
Lawanna Barber(F)	$1,045.82	**$848.94**	$196.88	
Ayrica Raglin (EC)	$621.76	**$424.88**	$196.88	
Roger Reynolds(F)	$1,045.82	**$848.94**	$196.88	**left off police I
Aaron Smith E	$327.25	**$274.33**	$52.92	*left off police
Sharon Willis (F)	$1,045.82	**$848.94**	$196.88	
Total Monthly:	$4,413.72	**$3,520.36**	**$893.36**	

Police Officers

Individual Rate Summary

2010 PREMIUMS	Anthem Current	Employer Contribution	Employee Contribution
Uhuru Yisreal (E)	$248.16	**$200.24**	$47.92
Conroy Chance (F)	$669.13	**$477.25**	$191.88
Jesse Green (F)	$1,141.50	**$949.62**	$191.88
David Smack (F)	$1,288.63	**$1,096.75**	$191.88
Laroy Smith (F)	$1,370.64	**$1,178.76**	$191.88
Justin Ellis (E)	$166.84	**$118.92**	$47.92
Philip Capps (E)	$248.16	**$200.24**	$47.92
Total Monthly:	**$5,133.06**	**$4,221.78**	**$911.28**

FOR 2010

09/08/2009

Village Of Lincoln Heights

Effective Date: 11/15/2009

Strategic Employee Benefit Services
Southern Ohio Chamber Alliance

Health Insurance offered by Community Insurance Company

Blue Access Option 4 with Rx Option G

	Network	Non-Network
Calendar Year Deductible (individual/family)	$0 / $0	$500 / $1,500
Annual Out-Of-Pocket Maximum (individual/family)	$1,500 / $3,000	$3,000 / $6,000
Physician Home and Office Services (per visit)(PCP/SCP)	$20 / $20	40%
Allergy Injections	$5	40%
Emergency Room Services: Facility/Other Covered Services	$200/20%	$200/20%
Urgent Care Center	$75	40%
Inpatient/Outpatient Professional Services	20%	40%
Inpatient Facility Services (per admission)	20%	40%
Outpatient Hospital/Alternative Care Fac: Surgery (per visit)	20%	40%
Outpatient Services: Other (per visit)	20%	40%
Ambulance Services	20%	20%
Hospice Services	20%	20%
Lifetime Maximum	$5 million Combined	$5 million Combined

(PCP) means Primary Care Physician. (SCP) means Specialty Care Physician. Flat dollar copayments are excluded from the Out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the Out-of-pocket limits. Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other. Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a copayment & (%) coinsurance applies. Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid. No Copay means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% coinsurance means no coinsurance up to the maximum allowable amount.

Other Network Services:

Durable Medical Equipment and Orthotics
- $4,000 benefit maximum(excludes Prosthetic Devices and limbs and Medical Supplies)
- Prosthetic Devices: $4,000 limit
- Prosthetic Limbs: $10,000 benefit maximum

Outpatient Therapies
- Physical Therapy: 20 visit limit
- Occupational Therapy: 20 visit limit
- Manipulation Therapy: 12 visit limit
- Speech Therapy: 20 visit limit
- Cardiac Rehabilitation: 36 visit limit
- Pulmonary Rehabilitation: 20 visit limit
- Accidental Dental: $3,000 limit

Non Biologically Based Mental Illness and Substance Abuse
- Inpatient: 30 days
- Outpatient: 30 visits
- IP & OP S/A Rehab: 2 per lifetime
- Biologically based mental illnesses are paid same as any other illness

Home Care Services
- 90 visits excludes Private Duty Nursing and IV Therapy

Private Duty Nursing
- $50,000 annual/$100,000 Lifetime Maximum

This coverage has been selected for employees and eligible dependents; subject to the terms and conditions of this proposal and the application to which this is attached.

Authorized Signature

Date 10-21-09

09/08/2009

Village Of Lincoln Heights

Effective Date: 11/15/2009

Strategic Employee Benefit Services
Southern Ohio Chamber Alliance

Human Organ / Tissue Transplants
- No copayment/coinsurance

Prescription Drugs (Network Pharmacy)
- Retail (30-day Supply)
  $10 / $30 / $60 / 25% $150 max* up to $2,500
- Mail Service (90-day Supply)
  $10 / $75 / $180 / 25% $150 max* up to $2,500
- *4th Tier per script max-$150 30 day supply. Specialty medications are limited to a 30 day supply regardless of whether they are retail or mail service.
- Member may be responsible for additional cost when not selecting the available generic drug.
- Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.
* For groups size 100+ - refill by mail, if requested, requires special pricing from Underwriting.

Benefit ID: 121856

If you elect or have already elected the Electronic Fund Transfer (EFT) method of paying premium, the $25 administrative fee is waived and will not be included in your total.

Rates are proposed for an effective date of 11/15/2009. Rerate is required after this date. Final rates will be based on the actual effective date. Rates are based on SIC 69111, located primarily in the 45215 zipcode area. Final rates will be based on the actual location, enrolled census, final benefits selected, and the underwriting rules in effect upon acceptance by Community Insurance Company and Anthem Life. This proposal is subject to underwriting approval by Community Insurance Company and Anthem Life; please do not cancel your coverage until the application has been approved in writing. This information is intended to present only a general overview of the benefits. [R-CI0911 Elite-EE 13]

The coverage will be effective for employees and eligible dependents; subject to the rights and conditions of this proposal and the application to which this is attached.

Authorized Signature _____ *Date* 10-28-09

Police officers

Individual Rate Summary

2011 PREMIUMS	Anthem Current	Employer Contribution	Employee Contribution
Philip Capps (E)	$243.13	**$195.21**	$47.92
Conroy Chance (F)	$979.40	**$787.52**	$191.88
Justin Ellis (E)	$198.30	**$150.38**	$47.92
Jesse Green (F)	$1,169.42	**$977.54**	$191.88
David Smack (F)	$1,268.73	**$1,076.85**	$191.88
Laroy Smith (F)	$1,359.43	**$1,167.55**	$191.88
Uhura Yisrael (E)	$243.13	**$195.21**	$47.92
Total Monthly:	**$5,461.54**	**$4,550.26**	

FOR 2011

10/11/2010

Village Of Lincoln Heights

Effective Date: 11/15/2010

Strategic Employee Benefit Services
Southern Ohio Chamber Alliance

Health Insurance offered by Community Insurance Company

Blue Access Option 9 with Rx Option G

	Network	Non-Network
Calendar Year Deductible (individual/family)	$500 / $1,500	$1,000 / $3,000
Annual Out-Of-Pocket Maximum (individual/family)	$2,500 / $5,000	$5,000 / $10,000
Physician Home and Office Services (per visit)(PCP/SCP)	$15 / $45	30%
Allergy Injections	$5	30%
Emergency Room Services: Facility/Other Covered Services	$200/10%	$200/10%
Urgent Care Center	$75	30%
Inpatient/Outpatient Professional Services	10%	30%
Inpatient Facility Services (per admission)	10%	30%
Outpatient Hospital/Alternative Care Fac: Surgery (per visit)	10%	30%
Outpatient Services: Other (per visit)	10%	30%
Ambulance Services	10%	10%
Hospice Services	10%	10%

(PCP) means Primary Care Physician. (SCP) means Specialty Care Physician, Flat dollar copayments are excluded from the Out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the Out-of-pocket limits. Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other. Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a copayment & (%) coinsurance applies. No Copay means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% coinsurance means no coinsurance up to the maximum allowable amount.

Other Network Services:

Durable Medical Equipment, Orthotics, and Prosthetics

Outpatient Therapies
- Physical Therapy: 20 visit limit
- Occupational Therapy: 20 visit limit
- Manipulation Therapy: 12 visit limit
- Speech Therapy: 20 visit limit
- Cardiac Rehabilitation: 36 visit limit
- Pulmonary Rehabilitation: 20 visit limit
- Accidental Dental: $3,000 limit

Human Organ / Tissue Transplants
No Copayment/Coinsurance

Non Biologically Based Mental Illness and Substance Abuse
- Inpatient: 30 days
- Outpatient: 30 visits
- IP & OP S/A Rehab: 2 per lifetime
- Biologically based mental illnesses are paid same as any other illness

Home Care Services
- 90 visits excludes Private Duty Nursing and IV Therapy

Private Duty Nursing
- $50,000 annual/$100,000 Lifetime Maximum

Prescription Drugs (Network Pharmacy)
- Retail (30-day Supply)
  $10 / $30 / $60 / 25% $150 max* up to $2,500
- Mail Service (90-day Supply)
  $10 / $75 / $180 / 25% $150 max* up to $2,500
- *4th Tier per script max-$150 30 day supply. Specialty medications are limited to a 30 day supply regardless of whether they are retail or mail service.
- Member may be responsible for additional cost when not selecting the available generic drug.
- Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.

* For groups size 100+ - refill by mail, if requested, requires special pricing from Underwriting.

Benefit ID: 143820

Please note: as we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits. At this time, we do not expect rates to be impacted by these changes.

This coverage has been selected for employees and eligible dependents; subject to the terms and conditions of this proposal and the application to which this is attached.

Authorized Signature

11-03-2010
Date

Police Officers

Individual Rate Summary

2012 PREMIUMS

	Anthem #D3G Option 1	Employer Contribution	Employee Contribution $5 Increase
Philip Capps (E)	$247.74	**$194.82**	$52.92
Conroy Chance (F)	$997.98	**$801.10**	$196.88
Justin Ellis (E)	$202.06	**$149.14**	$52.92
Jesse Green (F)	$1,191.61	**$994.73**	$196.88
Kevin Corey(E/S)	$842.32	**$711.22**	$131.10
David Smack (F)	$1,292.81	**$1,095.93**	$196.88
Laroy Smith (F)	$1,385.23	**$1,188.35**	$196.88
Uhura Yisrael (E)	$310.29	**$257.37**	$52.92
Total Monthly:	$6,470.04	**$5,392.66**	**$1,077.38**

Blue Access® Option D2 with Rx Option G FOR 2012

Anthem.

Estimated Monthly Employee Benefit Premium Options

Account Name: Village Of Lincoln Heights
Effective Date: 11/15/2011

SIC Code: 9111
ZIP Code: 45215

Broker: Strategic Employee Benefit Services
Account Executive: Cinti/Dayton Sales
Association: SOCA Southern Ohio Chamber Alliance

Indicate Option Choice	☐	☒	☐	☐	☐	☐
Type of Coverage	Blue Access Option D2 with Rx Option G	Blue Access Option D3 with Rx Option G	Blue Access Option D4 with Rx Option G	Blue Access Option D7 with Rx Option G	Lumenos Health Savings Accounts Option 1 with Rx Option Z	Lumenos Health Savings Accounts Option 3
Network/Non-Network Deductible: Single / Family	$500 / $1,000 $1,000 / $2,000	$1,000 / $2,000 $2,000 / $4,000	$2,500 / $5,000 $5,000 / $10,000	$3,000 / $6,000 $6,000 / $12,000	$2,500 / $5,000 $5,000 / $10,000	$2,500 / $5,000 $5,000 / $10,000
Network Out-of-Pocket: Single / Family	$3,000 / $6,000	$4,000 / $8,000	$2,500 / $5,000	$3,000 / $6,000	$3,500 / $7,000	$5,000 / $10,000
Non-Network Out-of-Pocket: Single / Family	$6,000 / $12,000	$8,000 / $16,000	$10,000 / $20,000	$12,000 / $24,000	$7,000 / $14,000	$10,000 / $20,000
Network : (FCP/SCP) Physician Home and Office Services	$20 / $20	$20 / $20	$30 / $50	$30 / $50	0%	20%
Emergency Room: -Facility/Other Covered Services	$200 / 20%	$200 / 20%	$200	$200	0%	20%
Urgent Care:	$75	$75	$75	$75	0%	20%
Network : Inpat/Outpat Professional	20%	20%	0%	0%	0%	20%
Network : Inpatient Facility	20%	20%	0%	0%	0%	20%
Network : Outpatient Surgery @ Hospital or Alt. Care Facility	20%	20%	0%	0%	0%	20%
Network : Other Outpatient Services	20%	20%	0%	0%	0%	20%
Non-Network : Coins. for all covered services: Exceptions including but not limited to ER, UC, and Rx	40%	40%	40%	40%	30%	40%
Network: Retail Pharmacy	$10 /$30 /$60 25% $150 max up to $2,500	$10 /$30 /$60 25% $150 max up to $2,500	$10 /$30 /$60 25% $150 max up to $2,500	$10 /$30 /$60 25% $150 max up to $2,500	$10 /$30 /$50 25% $150 max	20%
Estimated Total Cost	$8,954.95	$8,115.03	$7,174.68	$6,773.31	$6,050.02	$5,512.27

**Member may be responsible for additional cost when not selecting the available generic drug.*
No Copay means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. Additional copayments/coinsurance and limits apply. Refer to the benefit summary for detailed information. Alternate quotes based on Blue 6 benefit plans.

Rates are proposed for an effective date of 11/15/2011. Rerate is required after this date. Final rates will be based on the actual effective date. Rates are based upon SIC #9111, located primarily in the 45215 zip code area. Final rates will be based upon the actual location, enrolled census, final benefits selected, and the underwriting rules in effect upon acceptance by Community Insurance Company and Anthem Life. This proposal is subject to underwriting approval by Community Insurance Company and Anthem Life; please do not cancel your coverage until the application has been approved in writing. This benefit description is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the group contract. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

NOTE: If the alternate Option request form is not received by the effective date listed on this proposal, a new proposal must be submitted.

The coverage indicated in the check box above has been selected for employees and eligible dependents; subject to the terms and conditions of this proposal and the application(s) to which this is attached.

Authorized Signature *Date* 11/1/11

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company
Independent licensees of the Blue Cross and Blue Shield Association.
® Registered marks Blue Cross and Blue Shield Association.
Life and Disability products are underwritten by Anthem Life Insurance Company.
Anthem Life is an independent licensee of the Blue Cross and Blue Shield Association.

Individual Rate Summary

2013 PREMIUMS	HUMANA INS		
	HUMANA INS	**Employer Contribution**	**Employee Contribution $5 Increase**
Philip Capps (E)	$327.25	**$274.33**	$52.92
Conroy Chance (F)	$1,045.82	**$848.94**	$196.88
Jesse Green (F)	$1,045.82	**$848.94**	$196.88
Kevin Corey(E/S)	$718.66	**$587.56**	$131.10
David Smack (F)	$1,045.82	**$848.94**	$196.88
Laroy Smith (F)	$1,045.82	**$848.94**	$196.88
Uhura Yisrael (E)	$327.25	**$274.33**	$52.92
Total Monthly:	$5,556.44	**$4,531.98**	**$1,024.46**

Ohio 100/70 Copay plan

Village Of Lincoln Heig

		Plan pays for services from IN-NETWORK providers	Plan pays for services from OUT-OF-NETWORK providers
Office visit copay (1)		$30 primary care/$55 specialist	Not applicable
Deductible • per calendar year • copays do not apply	Individual	$1,500	$4,500
	Family	$3,000	$9,000
Out-of-pocket maximum • per calendar year • deductibles do not apply • copays apply	Individual	$3,000	$9,000
	Family	$6,000	$18,000
Preventive care			
• preventive office visits • preventive lab and X-ray • Pap smear and mammogram • prostate screening • child immunizations to age 18 • flu and pneumonia immunizations • endoscopic services (including, but not limited to colonoscopy)		100%	70% after deductible
Physician services			
• office visits		100% after office visit copay	70% after deductible
• diagnostic lab and X-ray (performed in office and billed by physician)		100%	70% after deductible
• allergy testing		100% after $5 copay	70% after deductible
• injections (including allergy)		100% after deductible	70% after deductible
• inpatient services			
• outpatient services			
• surgery			
• emergency room visits		100%	100%
Facility services			
• inpatient services • outpatient services • outpatient diagnostic lab and X-ray • outpatient surgery		100% after deductible	70% after deductible
• emergency services (copay waived if admitted)		100% after $250 copay	100% after $250 copay
Other medical services			
• convenient care clinic		100% after primary care copay	70% after deductible
• urgent care		100% after $35 copayment at a Concentra facility or $55 copayment at a non-Concentra facility	70% after deductible
• spinal manipulations, adjustments, modalities, physical, occupational, cognitive, speech and audiology therapy (combined limit to 30 visits per calendar year) (2)		100% after specialist copay	70% after deductible
• hospice • home health care (limited to 100 visits per calendar year) • skilled nursing facility (limited to 60 days per calendar year) • advanced imaging (PET, MRI, MRA, CAT, SPECT)		100% after deductible	70% after deductible
• advanced imaging in emergency room (PET, MRI, MRA, CAT, SPECT)		100% after deductible	100% after in-network deductible
• ambulance			
• maternity		Same as any other illness	Same as any other illness

Policy number: CHMO 2004-P

continued on back ›

Ohio Humana National POS 11 Copay 100/70 plan

	Plan pays for services from **IN-NETWORK** providers	Plan pays for services from **OUT-OF-NETWORK** providers
• transplant services	Same as any other illness when services are received from a Humana Transplant Network provider	Same as any other illness. Benefits payable will not exceed the non-network benefit limit of $35,000 per covered organ transplant
Mental health (3, 4)		
• inpatient services (limited to 10 days per calendar year)	100% after deductible	70% after deductible
• outpatient and office therapy sessions (limited to 15 visits per calendar year)	100% after specialist copay	70% after deductible
Chemical and alcohol dependency (4)		
• inpatient services (combined limit to 10 days per calendar year)	100% after deductible	70% after deductible
• outpatient and office therapy sessions (combined limit to 15 visits per calendar year)	100% after specialist copay	70% after deductible

(1) To insure copayments are reasonable, copayment charges shall not exceed except 20% of the total annual cost to us for providing all covered basic health care services
(2) Abortion discount limited to 10 of the 30 visits
(3) Biological based mental illness payment same as any other illness
(4) For groups with 51 or more employees, no limits apply to inpatient and outpatient services, benefits covered the same as any other illness.

Providers

Humana National POS—Open Access

Humana National POS—Open Access is one of our largest provider offerings and is growing daily. It combines the best of Humana's fee-for-service provider contracts, providing improved discounts while maintaining broad provider scope.

Pharmacy

Detailed drug lists are available at humana.com for each pharmacy plan and level.

Rx4: Prescription drugs are assigned to one of four levels with corresponding copayment amounts or a discount.

Retail (30-day supply)	Level 1	Level 2	Level 3	Level 4*	Mail order (up to 90-day supply)
	$10	$40	$70	25%	2.5 times the retail copayment

[illegible] the out-of-pocket limit is 20% [illegible] exceed $70 [illegible] other [illegible] copayment
* Copay [illegible] total [illegible] drug [illegible] $3,500 [illegible] member per calendar year

HUMANA.

Offered by Humana Health Plan of Ohio, Inc. and
insured by Humana Insurance Company

This is not a complete disclosure of plan qualifications and limitations. Before applying for coverage, please refer to the Regulatory Pre-enrollment Disclosure Guide for a description of plan provisions which may exclude, limit, reduce, modify or terminate your coverage. This guide is available at www.disclosure.humana.com or through your sales representative. Premiums and benefits vary based on the plan selected.

Plan summary created on: 07/11/2012 12:07:10

Policy number: CHMO 2004-P

Participating Vision Care Plan

Village of Lincoln Heights

	See a participating provider	See a nonparticipating provider
Exam with dilation as necessary	100% after $10 copay	$35 allowance
Lenses		
• Single	100% after $15 copay	$25 allowance
• Bifocal	100% after $15 copay	$40 allowance
• Trifocal	100% after $15 copay	$60 allowance
Frames	$50 wholesale allowance	$40 retail allowance
Contact lenses[1]		
• Elective (conventional and disposable)[2]	$150 allowance	$150 allowance
• Medically necessary (limit one pair)[3]	100%	$210 allowance
Frequency (based on date of service)		
• Examination	Once every 12 months	Once every 12 months
• Lenses or contact lenses	Once every 12 months	Once every 12 months
• Frame	Once every 24 months	Once every 24 months

Additional plan discounts

- Members receive additional fixed copayments on lens options including: anti-reflective and scratch-resistant coatings.
- Members also receive a 20% retail discount on a second pair of eyeglasses. This discount is available for 12 months after the covered eye exam and available through the network provider who sold the initial pair of eyeglasses.
- After copay, standard polycarbonate available at no charge for dependents less than 19 years old.

[1] If a member prefers contact lenses, the plan provides an allowance for contacts in lieu of all other benefits (including frames) (Vision Care Plan only).

[2] The contact lens allowance applies to professional services (evaluation and fitting fee) and materials. Members receive a 15 percent discount on in-network professional services. The discount for professional services is available for 12 months after the covered eye exam.

[3] Benefit provides coverage for professional services and one pair of medically necessary contact lenses with prior plan authorization.

The HumanaVision Lasik discount

We have contracted with many well-known facilities and eye doctors to offer Lasik procedures at substantially reduced fees. You can take advantage of these low fees when procedures are done by network providers. The network locations listed below offer the following prices (per eye):

	Conventional / Traditional		Custom	
TLC 888-358-3937 (designated locations only)	$895		$1,295	$1,895*
Lasik*Plus* 866-757-8082	$695* Lasik*Plus* free enhancements for 1 year	$1,395* Lasik*Plus* free enhancements for life	$1,895* Lasik*Plus* free enhancements for life	
QualSight LASIK 855-456-2020	$895 QualSight free enhancements for 1 year	$1,295 with QualSight Lifetime Assurance Plan	$1,320	$1,995* with QualSight Lifetime Assurance Plan

*with IntraLase™

You can also use independent Lasik provider network doctors to receive a 10% discount from usual and customary prices and pay no more than $1,800 per eye for Conventional Lasik and $2,500 per eye for custom Lasik.

How does the wholesale frame allowance work?

Benefits include a wholesale frame allowance. If the wholesale cost exceeds the frame allowance, members pay twice the wholesale difference. They never pay full retail.

Retail price*	Wholesale price	Wholesale allowance	Member pays	Savings
$125	$50	$50	$0	$125
$187.50	$75	$50	$50 ($75-$50=$25x2=$50)	$137.50

* Retail costs may differ and are based on 2½ times the wholesale cost. Actual savings may vary.

Use your HumanaVision benefits

HumanaVision options have you covered and make eye care affordable. You have access to one of the largest vision networks in the United States, with more than 35,000 participating optometrist, ophthalmologists, and national retail locations, including LensCrafters™, Pearle Vision™, Sears™ Optical, Target™ Optical, and JCPenney™ Optical. In addition you'll enjoy:

- The same benefits at all participating providers, no matter where they're located
- Wholesale pricing on frames, avoiding high retail markups
- Simple access to plan information, provider search, Customer Care and other automated services at HumanaVisionCare.com

How it Works

1. After signing up for your vision plan, you will receive an ID card in the mail
2. Prior to scheduling your appointment, select a network provider through the Customer Care Center, automated information line, or HumanaVisionCare.com
3. Schedule an appointment, providing your name, the patient's name and employer
4. Sign your provider's form after your exam, you'll pay any copayments and/or costs of any upgrades at this time

PRIVATE PRACTITIONERS LENSCRAFTERS PEARLE VISION JCPenney Optical Sears Optical OPTICAL

Know what your plan covers

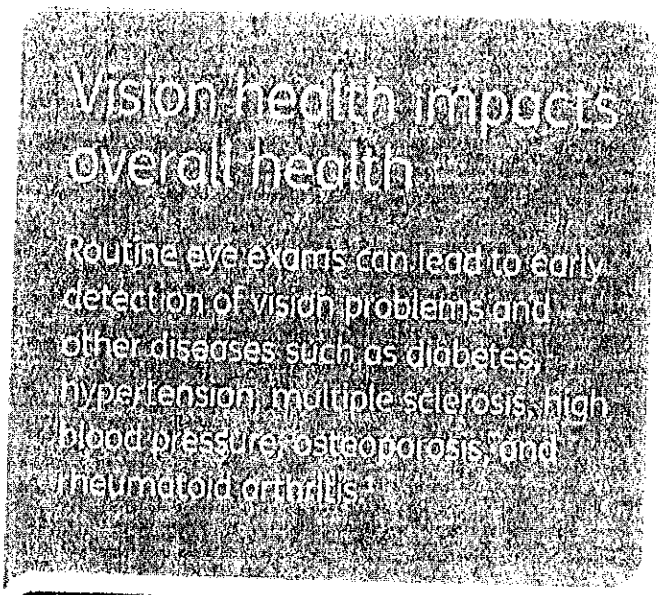
Attached is a summary of HumanaVision benefits that are described in detail in your certificate. You can find your certificate on HumanaVisionCare.com or call 1-866-537-0229. Here's what you can expect:

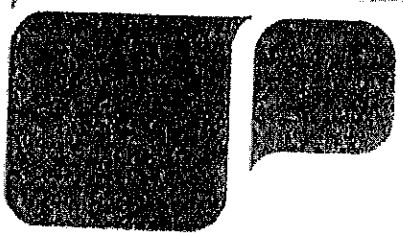
- Quality routine eye health care from independent eye care professionals and national retail locations.
- Services and materials provided on a prepaid basis, and the plan pays in-network providers directly, you also have the freedom to use out-of-network providers if you prefer
- Life without claim forms! With HumanaVision, you pay your eye care professional directly for copayments and any extra cosmetic options selected at the time of service
- Select a vision provider from our network simply by visiting HumanaVisionCare.com, if you prefer, call us at 1-866-537-0229

Know what your plan doesn't cover

Some items and services not included in HumanaVision are:

- Orthoptics or vision training, subnormal vision aids or Plano (non-prescription) lenses
- Replacement of lost or broken lenses, except at the regularly-scheduled plan intervals
- Medical or surgical treatment of eyes
- Care provided through or required by any government agency or program, including Workers' Compensation or a similar law





Thompson Media Inc.

This is not a complete disclosure of plan qualifications and limitations.

Check with your local Humana or HumanaDental sales office to verify product availability.

Insured by Humana Insurance Company, HumanaDental Insurance Company, Humana Insurance Company of New York, CompBenefits Insurance Company, or The Dental Concern, Inc.

Humana.com

11/7/2013			*	**		Total Cost
EMPLOYEES	SALARY	Hourly/Biweekly Rate	Fringes Percentage Life Dental Medical	Finges Percentages Pers/Pol Pen/Soc Sec Worker Com/Med Tx	Total Annual Fri	
Acting Police Chief	51,392.90	1,976.65 biweekly	0.3002	0.29	**0.5902**	
Acting Lieutenant	44,893.07	20.0774	0.3002	0.29	**0.5902**	
Police Sargeant	38,393.00	17.1704	0.3002	0.29	**0.5902**	
Acting Police Sargeant	38,393.00	17.1704	0.1144	0.29	**0.4044**	
Patrolman full-time	34,425.00	15.3958	0.3348	0.29	**0.6248**	
Patrolman ***family coverage	34,425.00	15.3958	0.3348	0.29	**0.6248**	21,508.74
Patrolman ****Single coverag	34,425.00	15.3958	0.1144	0.29	**0.4044**	13,921.47
Patrolman "	34,425.00	15.3958	0.1144	0.29	**0.4044**	
Part-time Patrolman(4)		12.0000		0.23	**0.23**	

Dental Ins Rates Paid Monthly
rates based on coverage type

	2010	2011	2012	2013
Individual	24.97	25.17	26.43	28.02
Family	76.03	76.64	80.47	85.03

Life Ins/Disability Ins paid by Village Monthly per employee

2010	2011	2012	2013
23.4	25.04	25.9	25.9

Benefit Plan Design

VILLAGE OF LINCOLN HEIGHTS

DENTAL CARE PLUS

PREFERRED 1000/D BENEFIT PLAN

DESCRIPTION OF BENEFITS

Individual Maximum per year.....$1000.00

$50 Annual Individual Deductible
$150 Annual Family Deductible
on Basic and Major Benefits only

Percentage Paid by Dental Care Plus

Preventive Benefits.....100%

Basic Benefits.....80%

Major Benefits.....50%

Orthodontic Benefits.....NONE

A complete description of benefits, limitations, and exclusions are available in the Individual Certificate. Members must receive services from a Dental Care Plus dentist.

JEFFERSON PILOT FINANCIAL

Jefferson Pilot Financial Insurance Company
8801 Indian Hills Drive, Omaha NE 68114-4066
(800) 423-2765 A Stock Company

Group Policyholder:

Village of Lincoln Heights

In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, Jefferson Pilot Financial Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

The first premium for this Policy is due on its effective date. Subsequent premiums are due on January 1, 2006, and on the same day of each month after that. Policy anniversaries will be each December 1st; unless shown otherwise on the Premium Rate Schedule inside.

The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below.

Jefferson Pilot Financial Insurance Company has executed this Policy at its Home Office in Omaha, Nebraska. The issue date of this Policy is December 1, 2005.

Dennis R. Glass

Chief Executive Officer

Robert A. Reed

Secretary

GROUP INSURANCE POLICY
No. 000010075507
PROVIDING
WEEKLY DISABILITY INCOME INSURANCE

Village of Lincoln Heights
000010075507

SCHEDULE OF INSURANCE

CLASS 1

All Full-Time Employees

WAITING PERIOD: 30 days of continuous Active Work (For date insurance begins, refer to "Effective Dates" section)

MINIMUM HOURS: 30 hours per week

WEEKLY DISABILITY INCOME INSURANCE

BENEFIT PERCENTAGE: 60%

MAXIMUM WEEKLY BENEFIT: $300

MINIMUM WEEKLY BENEFIT: 10% of the Weekly Total Disability Benefit

MAXIMUM BENEFIT PERIOD: 26 weeks

DAY BENEFITS BEGIN: 1st day of Disability due to accidental Injury; and
8th consecutive day of Disability due to Sickness.

The Day Benefits Begin may be reached by days of Total Disability, Partial Disability, or any combination thereof.

The Maximum Weekly Benefit will not exceed the Benefit Percentage times Basic Weekly Earnings.

After the Day Benefits Begin, the Maximum Benefit Period will be reduced by any days for which the Insured Person receives payment under the Employer's Sick Leave or Salary Continuance Plan for the same Disability.

Weekly Disability Income Insurance will terminate when an Insured Person retires.

CONTRIBUTIONS: Insured employees are not required to contribute to the cost of the Weekly Disability Income Insurance.

This Policy does not replace or provide benefits required by Workers' Compensation laws or any state disability insurance plan laws.

JEFFERSON PILOT FINANCIAL

Jefferson Pilot Financial Insurance Company
8801 Indian Hills Drive, Omaha NE 68114-4066
(800) 423-2765 A Stock Company

Group Policyholder:

Village of Lincoln Heights

In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, Jefferson Pilot Financial Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

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Dennis R. Glass
Chief Executive Officer

Robert A. Reed
Secretary

GROUP INSURANCE POLICY
No. 000010075506
PROVIDING
LIFE INSURANCE
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

SCHEDULE OF INSURANCE (CONTINUED)

LIFE AND AD&D INSURANCE

	Amount of Personal Life Insurance	AD&D Insurance Principal Sum
Class 1	$50,000	$50,000

Personal Life and AD&D Insurance will be reduced as follows:

- At age 65, benefits will reduce by 35% of the original amount;
- At age 70, benefits will reduce an additional 25% of the original amount;
- At age 75, benefits will reduce an additional 15% of the original amount.

Benefits will terminate when the Insured Person retires.

If the Insured Person first enrolls for Personal Life and AD&D Insurance at age 65 or older, the above age reductions will apply to:

- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which he or she is eligible.

Insured Persons are not required to make contributions for Personal Life Insurance and AD&D Insurance.

The following chart applies to the Extension of Death Benefit provision when benefits end upon attainment of the Social Security Normal Retirement Age:

Year of Birth	Normal Retirement Age
1937 and prior	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 - 54	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and later	67

Note: Persons born on January 1 of any year should refer to the Normal Retirement Age for the previous year.

If any evidence of insurability is required, it will be provided at the Person's own expense.

Individual Rate Summary

2010 PREMIUMS	Anthem Current	Employer Contribution	Employee Contribution
Uhuru Yisreal (E)	$248.16	**$200.24**	$47.92
Conroy Chance (F)	$669.13	**$477.25**	$191.88
Jesse Green (F)	$1,141.50	**$949.62**	$191.88
David Smack (F)	$1,288.63	**$1,096.75**	$191.88
Laroy Smith (F)	$1,370.64	**$1,178.76**	$191.88
Justin Ellis (E)	$166.84	**$118.92**	$47.92
Philip Capps (E)	$248.16	**$200.24**	$47.92
Total Monthly:	**$5,133.06**	**$4,221.78**	**$911.28**

FOR 2010

09/08/2009

Village Of Lincoln Heights

Effective Date: 11/15/2009

Strategic Employee Benefit Services
Southern Ohio Chamber Alliance

Health Insurance offered by Community Insurance Company

Blue Access Option 4 with Rx Option G

	Network	Non-Network
Calendar Year Deductible (individual/family)	$0 / $0	$500 / $1,500
Annual Out-Of-Pocket Maximum (individual/family)	$1,500 / $3,000	$3,000 / $6,000
Physician Home and Office Services (per visit)(PCP/SCP)	$20 / $20	40%
Allergy injections	$5	40%
Emergency Room Services: Facility/Other Covered Services	$200/20%	$200/20%
Urgent Care Center	$75	40%
Inpatient/Outpatient Professional Services	20%	40%
Inpatient Facility Services (per admission)	20%	40%
Outpatient Hospital/Alternative Care Fac: Surgery (per visit)	20%	40%
Outpatient Services: Other (per visit)	20%	40%
Ambulance Services	20%	20%
Hospice Services	20%	20%
Lifetime Maximum	$5 million Combined	$5 million Combined

(PCP) means Primary Care Physician. (SCP) means Specialty Care Physician. Flat dollar copayments are excluded from the Out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the Out-of-pocket limits. Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other. Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a copayment & (%) coinsurance applies. Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid. No Copay means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% coinsurance means no coinsurance up to the maximum allowable amount.

Other Network Services:

Durable Medical Equipment and Orthotics
- $4,000 benefit maximum(excludes Prosthetic Devices and limbs and Medical Supplies)
- Prosthetic Devices: $4,000 limit
- Prosthetic Limbs: $10,000 benefit maximum

Outpatient Therapies
- Physical Therapy: 20 visit limit
- Occupational Therapy: 20 visit limit
- Manipulation Therapy: 12 visit limit
- Speech Therapy: 20 visit limit
- Cardiac Rehabilitation: 36 visit limit
- Pulmonary Rehabilitation: 20 visit limit
- Accidental Dental: $3,000 limit

Non Biologically Based Mental Illness and Substance Abuse
- Inpatient: 30 days
- Outpatient: 30 visits
- IP & OP S/A Rehab: 2 per lifetime
- Biologically based mental illnesses are paid same as any other illness

Home Care Services
- 90 visits excludes Private Duty Nursing and IV Therapy

Private Duty Nursing
- $50,000 annual/$100,000 Lifetime Maximum

This coverage has been selected for employees and eligible dependents; subject to the terms and conditions of this proposal and the application to which this is attached.

Authorized Signature *Date* 10-28-09

09/08/2009

Village Of Lincoln Heights

Effective Date: 11/15/2009

Strategic Employee Benefit Services
Southern Ohio Chamber Alliance

Human Organ / Tissue Transplants
- No copayment/coinsurance

Prescription Drugs (Network Pharmacy)
- Retail (30-day Supply)
  $10 / $30 / $60 / 25% $150 max* up to $2,500
- Mail Service (90-day Supply)
  $10 / $75 / $180 / 25% $150 max* up to $2,500
- *4th Tier per script max-$150 30 day supply. Specialty medications are limited to a 30 day supply regardless of whether they are retail or mail service.
- Member may be responsible for additional cost when not selecting the available generic drug.
- Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.
* For groups size 100+ - refill by mail, if requested, requires special pricing from Underwriting.

Benefit ID: 121856

If you elect or have already elected the Electronic Fund Transfer (EFT) method of paying premium, the $25 administrative fee is waived and will not be included in your total.

Rates are proposed for an effective date of 11/15/2009. Rerate is required after this date. Final rates will be based on the actual effective date. Rates are based on SIC 99111, located primarily in the 45215 zipcode area. Final rates will be based on the actual location, enrolled census, final benefits selected, and the underwriting rules in effect upon acceptance by Community Insurance Company and Anthem Life. This proposal is subject to underwriting approval by Community Insurance Company and Anthem Life; please do not cancel your coverage until the application has been approved in writing. This information is intended to present only a general overview of the benefits. (R-CI0911 File-EB 135)

This coverage has been selected for employees and eligible dependents; subject to the terms and conditions of this proposal and the application to which this is attached.

Authorized Signature 10-28-09 *Date*

Individual Rate Summary

2011 PREMIUMS	Anthem Current	Employer Contribution	Employee Contribution
Philip Capps (E)	$243.13	**$195.21**	$47.92
Conroy Chance (F)	$979.40	**$787.52**	$191.88
Justin Ellis (E)	$198.30	**$150.38**	$47.92
Jesse Green (F)	$1,169.42	**$977.54**	$191.88
David Smack (F)	$1,268.73	**$1,076.85**	$191.88
Laroy Smith (F)	$1,359.43	**$1,167.55**	$191.88
Uhura Yisrael (E)	$243.13	**$195.21**	$47.92
Total Monthly:	**$5,461.54**	**$4,550.26**	

FOR 2011

10/11/2010

Village Of Lincoln Heights

Effective Date: 11/15/2010

Strategic Employee Benefit Services
Southern Ohio Chamber Alliance

Health Insurance offered by Community Insurance Company

Blue Access Option 9 with Rx Option G

	Network	Non-Network
Calendar Year Deductible (individual/family)	$500 / $1,500	$1,000 / $3,000
Annual Out-Of-Pocket Maximum (individual/family)	$2,500 / $5,000	$5,000 / $10,000
Physician Home and Office Services (per visit)(PCP/SCP)	$15 / $45	30%
Allergy injections	$5	30%
Emergency Room Services: Facility/Other Covered Services	$200/10%	$200/10%
Urgent Care Center	$75	30%
Inpatient/Outpatient Professional Services	10%	30%
Inpatient Facility Services (per admission)	10%	30%
Outpatient Hospital/Alternative Care Fac: Surgery (per visit)	10%	30%
Outpatient Services: Other (per visit)	10%	30%
Ambulance Services	10%	10%
Hospice Services	10%	10%

(PCP) means Primary Care Physician, (SCP) means Specialty Care Physician. Flat dollar copayments are excluded from the Out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the Out-of-pocket limits. Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other. Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a copayment & (%) coinsurance applies. No Copay means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% coinsurance means no coinsurance up to the maximum allowable amount.

Other Network Services:

Durable Medical Equipment, Orthotics, and Prosthetics

Outpatient Therapies
- Physical Therapy: 20 visit limit
- Occupational Therapy: 20 visit limit
- Manipulation Therapy: 12 visit limit
- Speech Therapy: 20 visit limit
- Cardiac Rehabilitation: 36 visit limit
- Pulmonary Rehabilitation: 20 visit limit
- Accidental Dental: $3,000 limit

Human Organ / Tissue Transplants
No Copayment/Coinsurance

Non Biologically Based Mental Illness and Substance Abuse
- Inpatient: 30 days
- Outpatient: 30 visits
- IP & OP S/A Rehab: 2 per lifetime
- Biologically based mental illnesses are paid same as any other illness

Home Care Services
- 90 visits excludes Private Duty Nursing and IV Therapy

Private Duty Nursing
- $50,000 annual/$100,000 Lifetime Maximum

Prescription Drugs (Network Pharmacy)
- Retail (30-day Supply)
  $10 / $30 / $60 / 25% $150 max* up to $2,500
- Mail Service (90-day Supply)
  $10 / $75 / $180 / 25% $150 max* up to $2,500
- *4th Tier per script max-$150 30 day supply. Specialty medications are limited to a 30 day supply regardless of whether they are retail or mail service.
- Member may be responsible for additional cost when not selecting the available generic drug.
- Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.

* For groups size 100+ - refill by mail, if requested, requires special pricing from Underwriting.

Benefit ID: 143820

Please note: as we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits. At this time, we do not expect rates to be impacted by these changes.

This coverage has been selected for employees and eligible dependents; subject to the terms and conditions of this proposal and the application to which this is attached.

Authorized Signature *Date* 11-03-2010

Individual Rate Summary

2012 PREMIUMS			
	Anthem #D3G Option 1	Employer Contribution	Employee Contribution $5 Increase
Philip Capps (E)	$247.74	**$194.82**	$52.92
Conroy Chance (F)	$997.98	**$801.10**	$196.88
Justin Ellis (E)	$202.06	**$149.14**	$52.92
Jesse Green (F)	$1,191.61	**$994.73**	$196.88
Kevin Corey(E/S)	$842.32	**$711.22**	$131.10
David Smack (F)	$1,292.81	**$1,095.93**	$196.88
Laroy Smith (F)	$1,385.23	**$1,188.35**	$196.88
Uhura Yisrael (E)	$310.29	**$257.37**	$52.92
Total Monthly:	$6,470.04	**$5,392.66**	**$1,077.38**

Blue Access® Option D2 with Rx Option G

FOR 2012

Anthem

Estimated Monthly Employee Benefit Premium Options

Account Name: Village Of Lincoln Heights
Effective Date: 11/15/2011

SIC Code: 9111
ZIP Code: 45215

Broker: Strategic Employee Benefit Services
Account Executive: Cinti/Dayton Sales
Association: SOCA Southern Ohio Chamber Alliance

Indicate Option Choice	☐	☒	☐	☐	☐	☐
Type of Coverage	Blue Access Option D2 with Rx Option G	Blue Access Option D3 with Rx Option G	Blue Access Option D4 with Rx Option G	Blue Access Option D7 with Rx Option G	Lumenos Health Savings Accounts Option 1 with Rx Option Z	Lumenos Health Savings Accounts Option 3
Network/Non-Network Deductible: Single / Family	$500 / $1,000 $1,000 / $2,000	$1,000 / $2,000 $2,000 / $4,000	$2,500 / $5,000 $5,000 / $10,000	$3,000 / $6,000 $6,000 / $12,000	$2,500 / $5,000 $5,000 / $10,000	$2,500 / $5,000 $5,000 / $10,000
Network Out-of-Pocket: Single / Family	$3,000 / $6,000	$4,000 / $8,000	$2,500 / $5,000	$3,000 / $6,000	$3,500 / $7,000	$5,000 / $10,000
Non-Network Out-of-Pocket: Single / Family	$6,000 / $12,000	$8,000 / $16,000	$10,000 / $20,000	$12,000 / $24,000	$7,000 / $14,000	$10,000 / $20,000
Network : (PCP/SCP) Physician Home and Office Services	$20 / $20	$20 / $20	$30 / $50	$30 / $50	0%	20%
Emergency Room: -Facility/Other Covered Services	$200 / 20%	$200 / 20%	$200	$200	0%	20%
Urgent Care:	$75	$75	$75	$75	0%	20%
Network : Inpat/Outpat Professional	20%	20%	0%	0%	0%	20%
Network : Inpatient Facility	20%	20%	0%	0%	0%	20%
Network : Outpatient Surgery @ Hospital or Alt. Care Facility	20%	20%	0%	0%	0%	20%
Network : Other Outpatient Services	20%	20%	0%	0%	0%	20%
Non-Network : Coins. for all covered services: Exceptions including but not limited to ER, UC, and Rx	40%	40%	40%	40%	30%	40%
Network: Retail Pharmacy	$10 /$30 /$60 25% $150 max up to $2,500	$10 /$30 /$60 25% $150 max up to $2,500	$10 /$30 /$60 25% $150 max up to $2,500	$10 /$30 /$60 25% $150 max up to $2,500	$10 /$30 /$50 25% $150 max	20%

**Member may be responsible for additional cost when not selecting the available generic drug.*

No Copay means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. Additional copayments/coinsurance and limits apply. Refer to the benefit summary for detailed information. Alternate quotes based on Blue 6 benefit plans.

Estimated Total Cost	$8,954.95	$8,115.03	$7,174.68	$6,773.31	$6,050.02	$5,512.27

Rates are proposed for an effective date of 11/15/2011. Rerate is required after this date. Final rates will be based on the actual effective date. Rates are based upon SIC #9111, located primarily in the 45215 zip code area. Final rates will be based upon the actual location, enrolled census, final benefits selected, and the underwriting rules in effect upon acceptance by Community Insurance Company and Anthem Life. This proposal is subject to underwriting approval by Community Insurance Company and Anthem Life; please do not cancel your coverage until the application has been approved in writing. This benefit description is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the group contract. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

NOTE: If the alternate Option request form is not received by the effective date listed on this proposal, a new proposal must be submitted.

The coverage indicated in the check box above has been selected for employees and eligible dependents; subject to the terms and conditions of this proposal and the application(s) to which this is attached.

Authorized Signature

Date 11/1/11

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company
Independent licensees of the Blue Cross and Blue Shield Association.
® Registered marks Blue Cross and Blue Shield Association.
Life and Disability products are underwritten by Anthem Life Insurance Company.
Anthem Life is an independent licensee of the Blue Cross and Blue Shield Association.

Individual Rate Summary

2013 PREMIUMS	HUMANA INS		
	HUMANA INS	**Employer Contribution**	**Employee Contribution $5 Increase**
Philip Capps (E)	$327.25	**$274.33**	$52.92
Conroy Chance (F)	$1,045.82	**$848.94**	$196.88
Jesse Green (F)	$1,045.82	**$848.94**	$196.88
Kevin Corey(E/S)	$718.66	**$587.56**	$131.10
David Smack (F)	$1,045.82	**$848.94**	$196.88
Laroy Smith (F)	$1,045.82	**$848.94**	$196.88
Uhura Yisrael (E)	$327.25	**$274.33**	$52.92
Total Monthly:	$5,556.44	**$4,531.98**	**$1,024.46**

Ohio 100/70 Copay plan

Village Of Lincoln Heig

		Plan pays for services from **IN-NETWORK** providers	Plan pays for services from **OUT-OF-NETWORK** providers
Office visit copay (1)		$30 primary care/$55 specialist	Not applicable
Deductible • per calendar year • copays do not apply	Individual	$1,500	$4,500
	Family	$3,000	$9,000
Out-of-pocket maximum • per calendar year • deductibles do not apply • copays apply	Individual	$3,000	$9,000
	Family	$6,000	$18,000
Preventive care			
• preventive office visits • preventive lab and X-ray • Pap smear and mammogram • prostate screening • child immunizations to age 18 • flu and pneumonia immunizations • endoscopic services (including, but not limited to colonoscopy)		100%	70% after deductible
Physician services			
• office visits		100% after office visit copay	70% after deductible
• diagnostic lab and X-ray (performed in office and billed by physician) • allergy testing		100%	70% after deductible
• injections (including allergy)		100% after $5 copay	70% after deductible
• inpatient services • outpatient services • surgery		100% after deductible	70% after deductible
• emergency room visits		100%	100%
Facility services			
• inpatient services • outpatient services • outpatient diagnostic lab and X-ray • outpatient surgery		100% after deductible	70% after deductible
• emergency services (copay waived if admitted)		100% after $250 copay	100% after $250 copay
Other medical services			
• convenient care clinic		100% after primary care copay	70% after deductible
• urgent care		100% after $35 copayment at a Concentra facility or $55 copayment at a non-Concentra facility	70% after deductible
• spinal manipulations, adjustments, modalities, physical, occupational, cognitive, speech and audiology therapy (combined limit to 30 visits per calendar year) (2)		100% after specialist copay	70% after deductible
• hospice • home health care (limited to 100 visits per calendar year) • skilled nursing facility (limited to 60 days per calendar year) • advanced imaging (PET, MRI, MRA, CAT, SPECT)		100% after deductible	70% after deductible
• advanced imaging in emergency room (PET, MRI, MRA, CAT, SPECT) • ambulance		100% after deductible	100% after in-network deductible
• maternity		Same as any other illness	Same as any other illness

continued on back ›

Ohio Humana National POS 11 Copay 100/70 plan

	Plan pays for services from **IN-NETWORK** providers	Plan pays for services from **OUT-OF-NETWORK** providers
• transplant services	Same as any other illness when services are received from a Humana Transplant Network provider	Same as any other illness. Benefits payable will not exceed the non-network benefit limit of $35,000 per covered organ transplant
Mental health (3, 4)		
• inpatient services (limited to 10 days per calendar year)	100% after deductible	70% after deductible
• outpatient and office therapy sessions (limited to 15 visits per calendar year)	100% after specialist copay	70% after deductible
Chemical and alcohol dependency (4)		
• inpatient services (combined limit to 10 days per calendar year)	100% after deductible	70% after deductible
• outpatient and office therapy sessions (combined limit to 15 visits per calendar year)	100% after specialist copay	70% after deductible

(1) To insure copayments are reasonable, copayment charges shall not exceed exceeds 20% of the total annual cost to us for providing all covered basic health care services.
(2) Nonparticipating limited to 10 of the 30 visits.
(3) Biologically based mental illness payable same as any other illness.
(4) For groups with 51 or more employees, no limits apply to inpatient and outpatient services; benefit is covered the same as any other illness.

Providers

Humana National POS—Open Access

Humana National POS—Open Access is one of our largest provider offerings and is growing daily. It combines the best of Humana's fee-for-service provider contracts, providing improved discounts while maintaining broad provider scope.

Pharmacy

Detailed drug lists are available at Humana.com for each pharmacy plan and level.

Rx4: Prescription drugs are assigned to one of four levels with corresponding copayment amounts or a discount.

Retail (30-day supply)	Level 1	Level 2	Level 3	Level 4*	Mail order (up to 90-day supply)
	$10	$40	$70	25%	2.5 times the retail copayment

NOTE: If a nonparticipating pharmacy is used, the claim is covered at 70 percent after applicable copayment.
* Copayment maximum (applies to level 4 drugs only): $3,500 per member per calendar year.

HUMANA.

Offered by Humana Health Plan of Ohio, Inc. and
insured by Humana Insurance Company

This is not a complete disclosure of plan qualifications and limitations. Before applying for coverage, please refer to the Regulatory Pre-enrollment Disclosure Guide for a description of plan provisions which may exclude, limit, reduce, modify or terminate your coverage. This guide is available at www.disclosure.humana.com or through your sales representative. Premiums and benefits vary based on the plan selected.

Plan summary created on: 07/11/2012 12:07:10

Policy number: CHMO 2004-P

HumanaVision
Vision Care Plan

Village of Lincoln Heights

	See a participating provider	See a nonparticipating provider
Exam with dilation as necessary	100% after $10 copay	$35 allowance
Lenses		
• Single	100% after $15 copay	$25 allowance
• Bifocal	100% after $15 copay	$40 allowance
• Trifocal	100% after $15 copay	$60 allowance
Frames	$50 wholesale allowance	$40 retail allowance
Contact lenses[1]		
• Elective (conventional and disposable)[2]	$150 allowance	$150 allowance
• Medically necessary (limit one pair)[3]	100%	$210 allowance
Frequency (based on date of service)		
• Examination	Once every 12 months	Once every 12 months
• Lenses or contact lenses	Once every 12 months	Once every 12 months
• Frame	Once every 24 months	Once every 24 months

Additional plan discounts

- Members receive additional fixed copayments on lens options including: anti-reflective and scratch-resistant coatings.
- Members also receive a 20% retail discount on a second pair of eyeglasses. This discount is available for 12 months after the covered eye exam and available through the network provider who sold the initial pair of eyeglasses.
- After copay, standard polycarbonate available at no charge for dependents less than 19 years old.

[1] If a member prefers contact lenses, the plan provides an allowance for contacts in lieu of all other benefits (including frames) (Vision Care Plan only).

[2] The contact lens allowance applies to professional services (evaluation and fitting fee) and materials. Members receive a 15 percent discount on in-network professional services. The discount for professional services is available for 12 months after the covered eye exam.

[3] Benefit provides coverage for professional services and one pair of medically necessary contact lenses with prior plan authorization.

HumanaVision Lasik discount

We have contracted with many well-known facilities and eye doctors to offer Lasik procedures at substantially reduced fees. You can take advantage of these low fees when procedures are done by network providers. The network locations listed below offer the following prices (per eye):

	Conventional / Traditional		Custom	
TLC 888-358-3937 (designated locations only)	$895		$1,295	$1,895*
Lasik*Plus* 866-757-8082	$695* Lasik*Plus* free enhancements for 1 year	$1,395* Lasik*Plus* free enhancements for life	$1,895* Lasik*Plus* free enhancements for life	
QualSight LASIK 855-456-2020	$895 QualSight free enhancements for 1 year	$1,295 with QualSight Lifetime Assurance Plan	$1,320	$1,995* with QualSight Lifetime Assurance Plan

*with IntraLase™

You can also use independent Lasik provider network doctors to receive a 10% discount from usual and customary prices and pay no more than $1,800 per eye for Conventional Lasik and $2,300 per eye for Custom Lasik.

How does the wholesale frame allowance work?

Benefits include a wholesale frame allowance. If the wholesale cost exceeds the frame allowance, members pay twice the wholesale difference. They never pay full retail.

Retail price*	Wholesale price	Wholesale allowance	Member pays	Savings
$125	$50	$50	$0	$125
$187.50	$75	$50	$50 ($75-$50=$25x2=$50)	$137.50

* Retail costs may differ and are based on 2½ times the wholesale cost. Actual savings may vary.

Use your HumanaVision benefits

HumanaVision options have you covered and make eye care affordable. You have access to one of the largest vision networks in the United States, with more than 35,000 participating optometrist, ophthalmologists, and national retail locations, including LensCrafters®, Pearle Vision®, Sears® Optical, Target® Optical, and JCPenney® Optical. In addition you'll enjoy:

- The same benefits at all participating providers, no matter where they're located
- Wholesale pricing on frames, avoiding high retail markups
- Simple access to plan information, provider search, Customer Care and other automated services at **HumanaVisionCare.com**

How it Works

1. After signing up for your vision plan, you will receive an ID card in the mail
2. Prior to scheduling your appointment, select a network provider through the Customer Care Center, automated information line, or **HumanaVisionCare.com**
3. Schedule an appointment, providing your name, the patient's name and employer
4. Sign your provider's form after your exam, you'll pay any copayments and/or costs of any upgrades at this time

PRIVATE PRACTITIONERS LENSCRAFTERS PEARLE VISION JCPenney Optical Sears Optical TARGET OPTICAL

Know what your plan covers

Attached is a summary of HumanaVision benefits that are described in detail in your certificate. You can find your certificate on HumanaVisionCare.com or call 1-866-537-0229. Here's what you can expect:

- Quality routine eye health care from independent eye care professionals and national retail locations.
- Services and materials provided on a prepaid basis, and the plan pays in-network providers directly, you also have the freedom to use out-of-network providers if you prefer
- Life without claim forms! With HumanaVision, you pay your eye care professional directly for copayments and any extra cosmetic options selected at the time of service
- Select a vision provider from our network simply by visiting **HumanaVisionCare.com**, if you prefer, call us at 1-866-537-0229

Know what your plan doesn't cover

Some items and services not included in HumanaVision are:

- Orthoptics or vision training, subnormal vision aids or Plano (non-prescription) lenses
- Replacement of lost or broken lenses, except at the regularly-scheduled plan intervals
- Medical or surgical treatment of eyes
- Care provided through or required by any government agency or program, including Workers' Compensation or a similar law

Vision health impacts overall health

Routine eye exams can lead to early detection of vision problems and other diseases such as diabetes, hypertension, multiple sclerosis, high blood pressure, osteoporosis, and rheumatoid arthritis.[1]

[1] Thompson Media Inc.

This is not a complete disclosure of plan qualifications and limitations.

Check with your local Humana or HumanaDental sales office to verify product availability.

Insured by Humana Insurance Company, HumanaDental Insurance Company, Humana Insurance Company of New York, CompBenefits Insurance Company, or The Dental Concern, Inc.

Humana

Humana.com

Humana group rates for VILLAGE OF LINCOLN HEIGHT
Rate Effective Date: December 1, 2012

Medical Plan:	OH National POS 11 Copay	**Network:**	NPOS-OA
Coinsurance % (in/out):	100/70	**Deductible Single (in/out):**	1500/4500
Out of Pocket (in/out):	3000/9000	**Office visit copay:**	30/55
Pharmacy:	$10/40/70/25%	**Association:**	N/A
Optional Benefits:	Preventive Care 2012		

Coverage Type	Employee Count	Billed Amount	Total Amount
Employee	3	320.94	962.82
Employee & Spouse	1	706.04	706.04
Employee & Child(ren)	0	609.77	0.00
Family	6	1,026.98	6,161.88
		Total For Product	**7,830.74**

OH VISION CARE PLAN12/12/24 $10/15 COPAY $50 FRAME ALLW 150 CONTACT ALLW
Other Options: Open Enrollment

Coverage Type	Employee Count	Billed Amount	Total Amount
Employee	3	6.31	18.93
Employee & Spouse	1	12.62	12.62
Employee & Child(ren)	0	11.99	0.00
Family	6	18.84	113.04
		Total For Product	**144.59**

Total For All Products	**7,975.33**

Medical Comparisons

Carrier		Humana-Current		Humana-Renewal		Humana- Est. Revised Renewal		Humana- Est. Revised Renewal Life and Vol. Life Added		ASSURANT		Anthem		UHC	
Product Name		Nat POS 11 Copay		Nat POS 11 Copay		Nat POS 11 Copay		Nat POS 11 Copay		Real Choices		Blue Access		Blue Access	
Type of Plan		PPO		PPO		PPO		PPO		PPO - Aetna ASA Net.		PPO - D54 rx8		PPO - D54 rx8	
Benefit Provisions		in network	out of network	in network	out of network	in network	out of network	in network	out of network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Deductible															
Single		$1,500	$4,500	$1,500	$4,500	$1,500	$4,500	$1,500	$4,500	$1,500	$3,000	$1,500	$3,000	$1,500	$3,000
Family		$3,000	$9,000	$3,000	$9,000	$3,000	$9,000	$3,000	$9,000	$3,000	$6,000	$3,000	$6,000	$3,000	$6,000
Coinsurance Percentage		100%	70%	100%	70%	100%	70%	100%	70%	80%	60%	80%	60%	80%	60%
Out of Pocket Limit (includes deductible)															
Single		$4,500	$13,500	$4,500	$13,500	$4,500	$13,500	$4,500	$13,500	$3,000	$6,000	$2,500	$6,000	$2,500	$6,000
Family		$9,000	$27,000	$9,000	$27,000	$9,000	$27,000	$9,000	$27,000	$6,000	$12,000	$5,000	$12,000	$5,000	$12,000
Inpatient Hospital		Covered in full after ded.	Ded. + 30%	Covered in full after ded.	Ded. + 30%	Covered in full after ded.	Ded. + 30%	Covered in full after ded.	Ded. + 30%	Ded. + 20%	Ded. + 40%	Ded. + 20%	Ded. + 40%	Ded. + 20%	Ded. + 40%
Outpatient Hospital		Covered in full after ded.	Ded. + 30%	Covered in full after ded.	Ded. + 30%	Covered in full after ded.	Ded. + 30%	Covered in full after ded.	Ded. + 30%	Ded. + 20%	Ded. + 40%	Ded. + 20%	Ded. + 40%	Ded. + 20%	Ded. + 40%
Emergency Room / Urgent Care		ER: $250 copay UC: Network - $35/$55 Non-Network - Ded. + 30%		ER: $250 copay UC: Network - $35/$55 Non-Network - Ded. + 30%		ER: $250 copay UC: Network - $35/$55 Non-Network - Ded. + 30%		ER: $250 copay UC: Network - $35/$55 Non-Network - Ded. + 30%		ER: Ded. + 20% UC: Network - $50 copay Non-Network - Ded. + 40%		ER: $250 + 20% UC: Network - $75 copay Non-Network - Ded. + 40%		ER: $250 + 20% UC: Network - $75 copay Non-Network - Ded. + 40%	
Physician Office Visit		$30 PCP $55 SCP	Ded. + 30%	$30 PCP $55 SCP	Ded. + 30%	$30 PCP $55 SCP	Ded. + 30%	$30 PCP $55 SCP	Ded. + 30%	$35 PCP $50 SCP	Ded. + 40%	$30 PCP $60 SCP	Ded. + 40%	$30 PCP $60 SCP	Ded. + 40%
Preventive Care		Covered in full	Ded. + 30%	Covered in full	Ded. + 30%	Covered in full	Ded. + 30%	Covered in full	Ded. + 30%	Covered in full	Ded. + 40%	Covered in full	Ded. + 40%	Covered in full	Ded. + 40%
Prescription Drugs (retail)		$10 / $40 / $70/25%		$10 / $40 / $70/25%		$10 / $40 / $70/25%		$10 / $40 / $70/25%		$20 / $50 / $75		$10 / $35 / $70/25%		$10 / $35 / $70/25%	
Prescription Drugs (mail order - up to 90 day supply)		$25 / $100 / $175/25%		$25 / $100 / $175/25%		$25 / $100 / $175/25%		$25 / $100 / $175/25%		$54 / $135 / $202.50		$10 / $88 / $172/25%		$10 / $88 / $172/25%	
Life Insurance (per employee)															
Life Insurance Required?															
Were rates prescreened?															
Single	3	$320.94		$375.24		$362.66		$353.03		$281.25		$396.11		$396.11	
EE/SP	0	$706.04		$825.54		$797.83		$776.64		$661.77		$870.66		$870.66	
EE/CH	1	$609.77		$712.97		$689.04		$670.75		$488.29		$668.64		$668.64	
Family	6	$1,026.98		$1,200.79		$1,160.49		$1,129.68		$868.81		$1,222.81		$1,222.81	
MONTHLY PREMIUM		$7,734.47		$9,043.43		$8,739.96		$8,507.92		$6,544.90		$9,193.83		$9,193.83	
ANNUAL PREMIUM		$92,813.64		$108,521.16		$104,879.52		$102,095.04		$78,538.80		$110,325.96		$110,325.96	
% Difference From Current Rates				*17%*		*13%*		*10%*		*-15%*		*19%*		*19%*	

ALL RATES ARE SUBJECT TO FINAL UNDERWRITING.
This sheet is a brief outline of benefits available. It does not include all benefits and exclusions.

Health Plan Comparison

Prepared for Village of Lincoln Heights

Strategic Employee Benefit Services

Northwestern Mutual Financial Network

	Current		Renewal							
	ANTHEM .BLUE_ACCESS D_03_(6.0)		ANTHEM .BLUE_ACCESS _PPOCS_D54_(6.0)		ANTHEM .BLUE_ACCESS _PPOCS_D57_(6.0)		HUMANA COPAY .NPOS 11 COPAY 100/70 1500-DED;		HUMANA COPAY .NPOS 11 COPAY 80/50 1000-DED;	
ANNUAL DEDUCT	*IND*	*FAM*	*IND*	*FAM*	*IND*	*FAM*	*IND*	*FAM*	*IND*	*FAM*
Network	$1,000	$2,000	$1,500	$3,000	$2,500	$5,000	1500	3000	1000	2000
Non-Network	$2,000	$4,000	$3,000	$6,000	$5,000	$10,000	4500	9000	3000	6000
CO-INSURANCE Network / Non-Net	80%	60%	80%	60%	80%	60%	100%	70%	80%	50%
MAX OOP	*IND*	*FAM*	*IND*	*FAM*	*IND*	*FAM*	*IND*	*FAM*	*IND*	*FAM*
Network	$4,000	$8,000	$2,500	$5,000	$3,500	$7,000	4500	9000	4000	8000
Non-Network	$8,000	$16,000	$6,000	$12,000	$10,000	$20,000	13500	27000	12000	24000
DOCTOR VISITS Network	$20		$30 (Spec $60)		$30 (Spec $60)		$30 (Spec $55)		$30 (Spec $65)	
Non-Network	N/N ded + 40%		N/N ded + 40%		N/N ded + 40%		N/N ded + 30%		N/N ded + 50%	
PREVENTIVE	Pays 100%*		Pays 100%*		Pays 100%*		Pays 100%*		Pays 100%*	
EMERGENCY	$200 + 20%**		$250 + 20%**		$250 + 20%**		$250		$300	
URGENT CARE Network	$75		$75		$75		$55		$75	
Non-Net	N/N ded + 40%		N/N ded + 40%		N/N ded + 40%		N/N ded + 30%		N/N ded + 50%	
PLAN MAX	Unlimited		Unlimited		Unlimited		Unlimited		Unlimited	
RX PLAN	Rx G		Rx8 10/35/70		Rx8 10/35/70		.NPOS 11 Rx 4-		.NPOS 11 Rx 4-	
Tier one	$10		$10		$10		$10		$10	
Tier two	$30		$35		$35		$40		$40	
Tier three	$60		$70		$70		$70		$70	
Tier four	25%-$150max*		25%-$200max		25%-$200max		25%*		25%*	
Notes	*$2500max						*$3,500 OPM		*$3,500 OPM	
	Mail Order		*Mail Order*		*Mail Order*		*Mail Order*		*Mail Order*	
Tier one	$10		$10		$10		$25		$25	
Tier two	$75		$88		$88		$100		$100	
Tier three	$180		$175		$175		$175		$175	
Tier four	25%-$150max*		25%-$200max		25%-$200max		25%*		25%*	
Notes	*$2500max						*$3,500 OPM		*$3,500 OPM	
ADDITIONAL NOTES	*Most services. **20% of remaining balance.		*Most services. **20% of remaining balance.		*Most services. **20% of remaining balance.		*Most services.		*Most services.	
LIFE FEES										
OTHER FEES										
PRESCREENED	*Yes*		*Yes*		*Yes*		*Yes*		*Yes*	
MONTHLY TOTAL	$9,509.04		$9,872.83		$8,771.67		$7,812.21		$7,481.45	
Annual Total	$114,108.48		$118,473.96		$105,260.04		$93,746.52		$89,777.40	
			3.83%		-7.75%		-17.84%		-21.32%	

The Max OOP includes the deductible; it does not include the above listed copays.

Effective Date: 11/15/2012

Confidential information prepared on 9/17/2012

Report generated with QCweb

The above is a brief summary of coverage. Full disclosure of plan details are available in each company's certificate of coverage. Above plan rates are subject to change during underwriting process.

HUMANA.
Guidance when you need it most

Life Proposal

Proposal for:	Village Of Lincoln Helg L	Quote #:	288654401-003	Agent/agency:	Patrick C Kern
		Reference #:	1		
State/county:	OH - Hamilton	Effective:	12/1/2013		
SIC:	9111 - Executive Offices	Issuing Carrier:	Humana Insurance Company		
Location type:	Single Site			Prepared:	11/1/2013

Voluntary Employee Life/ AD&D Plan

Employer contribution	0
Minimum participation level	Greater of 5 lives or 25%
Portability	Included
Incremental flat benefit	$1,000 increments
Minimum volume amount	$15,000
Maximum volume amount	$250,000
Guarantee issue	$50,000
Waiver of premium	Waiver to age 65
Accelerated death benefit	50% to a maximum of $250,000
Age reduction	Age / Schedule 2
	65 - 69 / 35%
	70+ / 50%

Age Band	Employee Rate Per $1000	Spouse Rate Per $1000
0 - 24	$0.09	$0.07
25 - 29	$0.09	$0.07
30 - 34	$0.10	$0.08
35 - 39	$0.13	$0.10
40 - 44	$0.20	$0.15
45 - 49	$0.31	$0.24
50 - 54	$0.49	$0.38
55 - 59	$0.78	$0.60
60 - 64	$1.09	$0.84
65 - 69	$1.80	$1.39
70 - 74	$3.51	$2.71
75 - 79	$6.78	$5.22
80 - 999	$12.65	$9.75
AD&D	$0.03	$0.03
Child Rate $5000	Rates per child unit	$1.00
Child Rate $10000	Rates per child unit	$2.00

$50,000 40 yr. old would cost $10.00 per month.
$25,000 40 yr. old spouse would cost $3.75 per month

Travel assistance	Included
AD&D	Included
AD&D riders	Seat belt/airbag/helmet
	Paralysis
	Repatriation benefit
	Common carrier
	Education benefit
	Child care
	Coma

Voluntary Spouse Life

Spouse maximum volume amount	$125,000
Guarantee issue	$25,000
AD&D	Included
Rate guarantee	2 years

The allowable voluntary spouse benefit amount can be from $5,000-$250,000 not to exceed 50% of employee selected amount.

Village of Lincoln Heights
2014 Dental Renewal

Carrier		Dental Care Plus Current	Dental Care Plus Renewal	Superior Dental Care	Humana
Type of Plan		DMO	DMO	PPO	PPO
Benefit Provisions		In Network	In Network	In & Out Network	In & Out Network
Deductible					
Single		$50	$50	$50	$50
Family		$150	$150	$150	$150
Waive for Preventive?		Yes	Yes	Yes	Yes
Preventive Services:					
Oral exams, cleanings, bitewing x-rays		0%	0%	0%	0%
Basic Services:					
Fillings, extractions		Deductible +20%	Deductible +20%	Deductible +20%	Deductible +20%
Periodontics (gum disease)		Deductible + 20%	Deductible + 20%	Deductible + 20%	Deductible + 20%
Oral surgery		Deductible + 20%	Deductible + 20%	Deductible + 20%	Deductible + 20%
Endodontics (root canals)		Deductible + 20%	Deductible + 20%	Deductible + 20%	Deductible + 20%
Major Services		Deductible + 50%	Deductible + 50%	Deductible + 50%	Deductible + 50%
Crowns, bridges, dentures					
Yearly Maximum		$1,000	$1,000	$1,000	$1,000
Orthodontia		None	None	None	None
Lifetime maximum		None	None	None	None
Rate Guarantee				1 year	1 year
Single	**4**	**$28.02**	**$29.42**	**$32.70**	**$30.51**
Family	**7**	**$85.30**	**$89.57**	**$91.98**	**$98.12**
MONTHLY PREMIUMS		**$709.18**	**$744.67**	**$774.66**	**$808.88**
ANNUAL PREMIUMS		**$8,510.16**	**$8,936.04**	**$9,295.92**	**$9,706.56**
			5.00%	*9.23%*	*14.06%*

This sheet is a brief outline of benefits available. It does not include all benefits and exclusions. In the event of conflict between benefit booklet and this summary, booklet will prevail.

PLAINTIFFS 001036

2013 Group Life

Carrier	Lincoln Current	Humana Option
Group Life Ins. per $1,000	$0.190	$0.230
Volume	$550,000	$550,000
Monthly Cost	$104.50	$126.50
Benefit	$50,000	$50,000
Life Maximum	$50,000	$50,000
Accidental Death & Dismem. per 1000	$0.040	$0.030
Volume	$550,000	$550,000
Monthly Cost	$22.00	$16.50
Benefit	1 X Earnings	1 X Earnings
AD&D Maximum	$50,000	$50,000
Total Monthly Premium	$127	$143
Total Annual Premium	$1,518	$1,716
Rate Guarantee	1 year	2 year

1% discount off Medical

Exhibit G

T'Lisa Dent

From: T'Lisa Dent
Sent: Monday, September 22, 2014 3:31 PM
To: employeroutreach@opers.org
Cc: bderose@barkanmeizlish.com; hans@ohlaborlaw.com; dkd@santen-hughes.com; sdumas@vlho.org; swillis@vlho.org; Tyler Tarney; Patrick Kasson
Subject: The Village of Lincoln Heights
Attachments: Onam Williams.pdf; Roger Reynolds.pdf; Michale Lowe.pdf; Moniqua White.pdf; Complaint for Writ of Mandamus.pdf; Collective Action Complaint.pdf

Categories: Printed

SENT ON BEHALF OF PAT KASSON:

To whom it may concern:

This office represents the Village of Lincoln Heights in connection with two pending litigation matters, *Steven Maddox, et al v. The Village of Lincoln Heights* in the United States District Court for the Southern District of Ohio and the *State of Ohio ex rel., Steve Maddox, et al vs. The Village of Lincoln Heights, Ohio, et al.* in the Ohio Supreme Court, regarding various wage-and-hour and employee-benefit-related allegations.

The Village recently received a "Notice of Right and Request for Determination for OPERS Membership, Form PEDREQ" for Michael Lowe, Onam Williams, Moniqua White and Roger Reynolds, which requested information needed by OPERS to determine whether these individuals are entitled to OPERS credit.

We have enclosed the "Independent Contractor Employee Determination for Employer" forms for Lowe, Williams, White and Reynolds, as well as the additional documentation requested. As you will see, there were a few fields on these Forms, which we were not able to complete. For example, question 5 in Section 1 requests whether their contracts "specifically address[ed] the workers' rights to receive OPERS benefits." As reflected in the attached Temporary Employment Agreements, an express condition of their work relationship was that the Village "shall not provide benefits." But, this did not specifically mention OPERS-related benefits. Additionally, question 18 in Section 1 addresses whether they were entitled to sick leave, vacation, bonus, insurance, covered by workers compensation, covered by unemployment compensation, and other benefits. These issues are disputed and at issue in the pending litigation as reflected in the attached Complaints.

Should you have any questions or concerns, or if you need any additional information, please do not hesitate to let us know.

Pat

Website | vCard

T 614-232-2418
F 614-232-2410
M 614-738-0887
www.reminger.com

Patrick Kasson, Esq.
Reminger Co., LPA
PKasson@reminger.com
65 East State Street, 4th Floor
Capitol Square
Columbus, OH 43215

Ohio Public Employees Retirement System

Independent Contractor/Employee Determination for Employer

(To be completed independently by the employer)

This form is used by OPERS to obtain information to determine whether a worker is a public employee for purposes of state retirement law. OPERS recognizes while questions in this form are asked in the past tense, you may be providing information on present service. Complete this form in its entirety, sign and date it, and submit it directly to OPERS at the above address. Any supporting documentation should accompany this form. The worker will complete and submit an Independent Contractor/Employee Determination for Worker (PED-1EE) that asks for similar information.

Section 1 - Worker Information

Social Security Number: 312 80 8481

First Name: ONAM MI: B Last Name: WILLIAMS

This inquiry concerns service as:

Title or Position: POLICE OFFICER

Employer: VILLAGE OF LINCOLN HEIGHTS

From Month: 12 Day: 13 Year: 2010 To Month: 12 Day: 31 Year: 2012

Employer Contact - First Name: CONVOY MI: B Last Name: CHANCE

Employer Contact - Work Phone Number: 513 733 5255

Employer Contact E-mail Address: CCHANCE@LHO.ORG

Street or Mailing Address: 1201 STEFFENS ST

City: LINCOLN HEIGHTS State: OH ZIP Code: 45215-

1. Is an independent Contractor Acknowledgment (form PEDACKN) on file for this worker? ☐ Yes ☒ No
   If Yes, please attach acknowledgment and return with this form.

2. Does a public entity or a statute authorize this position? ☒ Yes ☐ No If "Yes," state the public entity or statute.
   VILLAGE OF LINCOLN HEIGHTS

3. At the time the worker performed services for the employer, did the worker perform the same or similar services for other public employers? ☐ Yes ☒ No, not to my knowledge

   If "Yes," list other public employer(s).

Section 1 – Worker Information continued

4. How were the compensation, rights, obligations, benefits, and responsibilities for this position established? **Mark all that apply and attach copies.** Copies must be attached for consideration in membership determination.

☒ Contract ☒ Ordinance ☐ Court Entry ☐ Charter
☒ Statute ☐ Resolution ☐ Board Minutes ☐ Memorandum of Understanding
☒ Other Describe: policy

If worker is no longer performing this job, please provide the date services terminated. Month ☐☐ Day ☐☐ Year ☐☐☐☐

5. Did the above specifically address the worker's right to receive OPERS benefits? ☐ Yes ☐ No

6. Was the worker required to have a set schedule? ☒ Yes ☐ No

Please describe how worker's schedule was set: Officer's schedule was set by the Police Department

Who established the worker's schedule? ☒ Employer ☐ Worker

Who was responsible for service coverage if the worker was unavailable? ☒ Employer ☐ Worker

7. Did the worker work on a specific project? ☐ Yes ☒ No
If yes, please explain:

8. Was the worker working on the job for a defined period of time or until a specific project was completed? ☒ Yes ☐ No

9. Did the employer provide dedicated office space? ☐ Yes ☒ No
If yes, please explain:

Did the employer provide office equipment and supplies (i.e. computer, office furniture) ☒ Yes ☐ No
If yes, please explain: THE OFFICER RECEIVED UNIFORMS AND OTHER VARIOUS JOB RELATED EQUIPMENT

10. Did the worker follow employer procedures as outlined in an employee manual or handbook? ☒ Yes ☐ No

11. Was the worker permitted to (Check all that apply):
☐ Delegate duties to other public employees working for the employer ☐ Subcontract work
☐ Supervise other public employees working for the employer

12. Was the worker permitted to hire assistants? ☐ Yes ☒ No
Who hired the assistants? ☐ Employer ☐ Worker
Who paid the assistants? ☐ Employer ☐ Worker

13. How was the worker compensated?
☐ Salary Amount $ ☐☐☐☐☐☐.☐☐
☒ Fee Amount $ ☐☐☐☐☐☐.☐☐ and basis (i.e. per hour, per project) $12.00 Per HRS

14. Did the worker appear on the employer's payroll in the same manner as public employees working for the organization?
☒ Yes ☐ No
If "No," please explain:

Section 1 - Worker Information continued

15. To whom did the employer pay compensation? (attach copy of payment form)
- [X] Worker
- [ ] Corporation/firm
  - Name
  - Address
- [ ] Other Describe:

16. Did the worker submit bills to receive compensation for service? [ ] Yes (attach Copy) [X] No

17. How were the worker's earnings reported to the Internal Revenue Service? (attach Copy) [ ] Form W-2 [X] Form 1099

18. Was the worker's position (Check all that apply):

[ ] **Considered full time**
- [ ] Eligible for sick leave?
- [ ] Eligible for vacation?
- [ ] Eligible for bonus?
- [ ] Eligible for insurance?
- [ ] Covered by the employer's Worker's Compensation?
- [ ] Covered by the employer's Unemployment Compensation?
- [ ] Are other full time workers eligible for the same benefits? [ ] Yes [ ] No
- [ ] Please list any other benefits the worker was eligible to receive:

[ ] **Considered part time**
- [ ] Eligible for sick leave?
- [ ] Eligible for vacation?
- [ ] Eligible for bonus?
- [ ] Eligible for insurance?
- [ ] Covered by the employer's Worker's Compensation?
- [ ] Covered by the employer's Unemployment Compensation?
- [ ] Are other part time workers eligible for the same benefits? [ ] Yes [ ] No
- [ ] Please list any other benefits the worker was eligible to receive:

19. If the worker is no longer in this position, is someone currently providing the services? [X] Yes [ ] No
If "Yes," provide name. OTHER POLICE PERSONNEL ARE CURRENTLY PROVIDING THE SERVICES

Title

Are contributions currently being reported to OPERS for this worker? [X] Yes [ ] No
If available please attach copy of job description or contract for the worker currently performing the work.

20. Prior to the worker's service, did someone provide these services? [X] Yes [ ] No
If "Yes," provide name VARIOUS OTHER PATROL OFFICERS PERFORM THESE DUTIES

Title CONTRACT EMPLOYEES (VARIOUS)

If "Yes," please attach copy of job description for person formerly performing the work.
Did the job responsibilities/duties change when the worker began performing the services? [ ] Yes [X] No

21. At any time during the worker's service, was the worker hired by the employer as an employee? [X] Yes [ ] No
If "Yes," did the worker's duties change? [ ] Yes [X] No
If "Yes," please attach a copy of the job description for the position for which the worker was hired.

Section 2 – Service Information (Review, solicitors, law firms and prosecuting attorneys only)

[illegible]

1. How was the worker paid?
   - ☐ Salary
   - ☐ Retainer
   - ☐ Hourly rate
   - ☐ Salary and hourly rate

   If applicable, please explain what work is paid on a retainer basis and/or what work is paid on an hourly basis. Attach a separate sheet if necessary: _____

2. Did the worker alone perform the services? ☐ Yes ☐ No

   Did other member's of the worker's law firm (e.g. attorneys, paralegals, secretaries) perform any duties related to this service? ☐ Yes ☐ No If "Yes," please explain: _____

   Who paid these members of the worker's law firm? _____

   Did other attorneys, other than members of the worker's law firm, perform these services? ☐ Yes ☐ No

   If "Yes," please explain: _____

Section 3 – Employer Certification

[illegible]

Present Fiscal Officer or Authorized Signer

First Name: SHARON MI: Last Name: WILLIS

Department: FINANCE DEPARTMENT

Street or Mailing Address: 1201 STEFFENS AVENUE

City: LINCOLN HEIGHTS State: OH ZIP Code: 45215-

Work Phone Number: 513 733 5900

I hereby certify that the statements, as set forth in this document, are true and accurate as disclosed by records of this department.

Present Fiscal Officer or Authorized Signer

Signature: _____ Month: 09 Day: 17 Year: 2014

police, the police Lieutenant or the police sergeant. To be eldgible for the position of police investigator the employee shall have a minimum of (2) two years service within the police division.

PATROL OFFICER:

The patrol officer of the Lincoln Heights police division shall be under the direct supervision of the patrol sergeant and the patrol corporal while on official duty. Patrol officers are responsible for the health, safety and security of the businesses and residents of the Village of Lincoln Heights and all individuals that they have contact with when performing their official duties. Patrol officers shall work in a uniformed capacity while on duty unless a non-uniformed position is approved by supervision with the minimum rank of police sergeant. Patrol officers shall have classifications that are as follows, Full-time, part-time, temporary and auxiliary. All individuals hired as patrol officers shall be hired under the procedure that is written within this police. All road patrol officers shall be responsible to perform the duties below, but not limited to them;

1. Road patrol.
2. Building Checks.
3. Traffic and minor misdameanor citation issuance.
4. Litter and nusiance violation enforcement.
5. Writing and completion of division reports.
6. Arrest and apprehension of offenders.
7. Court attendance.
8. Warrant and capias service.
9. Minor station maintenance and reporting defects.
10. Minor vehicle maintenance and reporting defects.
11. Adhering to police division police and procedure.
12. Assist with crime prevention.
13. Community oriented policing activities.
14. Attending required and assigned meetings and assigned training.
15. Follow directives of supervisors.
16. Work assigned shifts.
17. Provide incident reports to supervisor.

The road patrol officers shall follow all assigned tasks given to them by a supervisor. In the absence of a ranked supervisor the highest ranking member with seniority shall be in charge of the shift. In the event of a emergency preparedness or emergency managment situation, road patrol officers shall be responsible to the field supervisors for duty. Road patral officers can be placed into non-uniformed details by the Chief of Police for specific events or investigations.

Village of Lincoln Heights Police Department

From the desk of
Acting Chief of Police, Jesse J Green IV
1201 Steffens Ave, Lincoln Heights, Ohio 45215
Phone (513) 733-5255, Fax (513) 733-4190
E-mail: jgreen@vlho.org

Employment Agreement

Occasions arise when the Village of Lincoln Heights Police Department is in need of temporary personnel to fill employee vacancies on an interim basis. Accordingly, the Police Department will employ temporary personnel, on an as needed basis, for specific times and shifts with the approval of the Village Manager. When vacancies need to be filled on a temporary basis, the temporary personnel that are selected to work by the Chief of Police shall agree to and adhere to the below listed guidelines:

A. Temporary personnel will work for a fixed hourly rate of $12.00 per hour.
B. The Village of Lincoln Heights shall not provide benefits for temporary personnel, except as required by law.
C. Temporary personnel shall complete a time sheet for pay, and they will be paid on the same dates as full-time employees of the Village of Lincoln Heights.
D. Temporary personnel will be required to work the shifts, days and hours that are specified by the Chief of Police.
E. Temporary personnel will be responsible for their own uniforms and equipment, unless otherwise specified in writing by the Police Chief.
F. Temporary personnel are at-will employees and their employment may be terminated by the Village of Lincoln Heights at any time, with or without cause, and without prior notice.
G. Temporary personnel are not hired for eventual placement into permanent positions, full-time or part-time, and agree that they have no right to a permanent position based on their employment as a temporary employee.
H. Temporary personnel are responsible for knowing and following all policies, procedures, rules and regulations of the Village of Lincoln Heights, including without limitation the Charter, Administrative Code, Employee Handbook, and the Police Department.

These guidelines are subject to change, with or with out notice.

I, Onam Williams do agree to accept the temporary position and agree
(Print Name)

to the above-referenced guidelines regarding my interim employment with the Lincoln Heights Police Department. I am aware that my employment is at-will, and the Village of Lincoln Heights or I can terminate this Agreement and my employment at anytime, with or without cause, and without prior notice.

Temporary Personnel: Onam Williams Date: 1-31-11

Village Manager: Date: 1-31-11

Chief of Police: Date: 1-31-11

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Chief of Police: _____ Date: 1-31-11

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Temporary Personnel: Onam Williams Date: 1-31-11

Village Manager: Date: 1-31-11

Chief of Police: Date: 1-31-11

RECEIVED
JAN 31 2011
BY: Julie Johnson

1/31/2011 4:24 PM

Village of Lincoln Heights Police Department

From the desk of
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1201 Steffens Ave, Lincoln Heights, Ohio 45215
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(Print Name)

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These guidelines are subject to change, with or with out notice.

I, Orlando Williams do agree to accept the temporary position and agree
(Print Name)

to the above-referenced guidelines regarding my interim employment with the Lincoln Heights Police Department. I am aware that my employment is at-will, and the Village of Lincoln Heights or I can terminate this Agreement and my employment at anytime, with or without cause, and without prior notice.

Temporary Personnel: Orlando Williams Date: 1-31-11

Village Manager: Date: 1-31-11

Chief of Police: Date: 1-31-11

RECEIVED
JAN 01 2011
BY: Julie Johnson

1/31/2011 4:24 PM

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.

VILLAGE OF LINCOLN HEIGHTS
1201 STEFFENS AVE
CINCINNATI OH 45215
(513)733-5900

CLEV/G03/2011/4/01267 / /008230

PAYER'S federal identification number	31-6001066
RECIPIENT'S identification number	[redacted]
RECIPIENT'S name	ONEM WILLIAMS
Street address (including apt. no.)	[redacted]
City, state, and ZIP code	[redacted]
Account number (see instructions)	008330CLEV/G03
2nd TIN not.	☐

1 Rents	$
2 Royalties	$
3 Other income	$
4 Federal income tax withheld	$
5 Fishing boat proceeds	$
6 Medical and health care payments	$
7 Nonemployee compensation	$ 24649.44
8 Substitute payments in lieu of dividends or interest	$
9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	
10 Crop insurance proceeds	$
11	
12	
13 Excess golden parachute payments	$
14 Gross proceeds paid to an attorney	$
15a Section 409A deferrals	$
15b Section 409A income	$
16 State tax withheld	$
17 State/Payer's state no.	OH51-1601890
18 State income	$

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

Cat. No. 14425J Form 1099-MISC

2011

Miscellaneous Income

Copy C For Payer

For Privacy Act and Paperwork Reduction Act Notice, see the 2011 General Instructions for Certain Information Returns.

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	
VILLAGE OF LINCOLN HEIGHTS 1261 STEPHENS AVE CINCINNATI OH 45215 (513) 733-5910	$	2012	Miscellaneous Income
	2 Royalties $	Form 1099-MISC	
CLMV/003/2012/4/01555 / /000330	3 Other income $	4 Federal income tax withheld $	Copy C For Payer
PAYER'S federal identification number 31-6001066	RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $
RECIPIENT'S name CNAM WILLIAMS		7 Nonemployee compensation $ 19348.52	8 Substitute payments in lieu of dividends or interest $
Street address (including apt. no.) [redacted]		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $
City, state, and ZIP code [redacted]		11	12
Account number (see instructions)	2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $
000330CLMV/003			
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no. OH 31-6001066
			18 State income $ $

Form 1099-MISC — Department of the Treasury - Internal Revenue Service

For Privacy Act and Paperwork Reduction Act Notice, see the 2012 General Instructions for Certain Information Returns.

☑ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents $	OMB No. 1545-0115	
	2 Royalties $	2012 Form 1099-MISC	Miscellaneous Income
	3 Other income $	4 Federal income tax withheld $	Copy C For Payer
PAYER'S federal identification number	RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $
RECIPIENT'S name		7 Nonemployee compensation $	8 Substitute payments in lieu of dividends or interest $
Street address (including apt. no.)		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $
City, state, and ZIP code		11	12
Account number (see instructions)	2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.
			18 State income $ $

Form 1099-MISC — Department of the Treasury - Internal Revenue Service

For Privacy Act and Paperwork Reduction Act Notice, see the 2012 General Instructions for Certain Information Returns.

Ohio Public Employees Retirement System

Independent Contractor/Employee Determination for Employer

(To be completed independently by the employer)

This form is used by OPERS to obtain information to determine whether a worker is a public employee for purposes of state retirement law. OPERS recognizes while questions in this form are asked in the past tense, you may be providing information on present service. Complete this form in its entirety, sign and date it, and submit it directly to OPERS at the above address. Any supporting documentation should accompany this form. The worker will complete and submit an Independent Contractor/Employee Determination for Worker (PED-1EE) that asks for similar information.

Section 1 - Worker Information

Social Security Number

283 70 3076

First Name MONIQUA **MI** D **Last Name** WHITE

This inquiry concerns service as:

Title or Position

~~Company~~ Police Officer

Employer

Village of Lincoln Heights

From Month 4 Day 17 Year 2010 To Month 3 Day 30 Year 2012

Employer Contact - First Name Conroy **MI** B **Last Name** Chance

Employer Contact - Work Phone Number

513 733 5255

Employer Contact E-mail Address cchance@vlho.org

Street or Mailing Address

1201 Stellens ST

City Lincoln Heights **State** OH **ZIP Code** 45215

1. Is an Independent Contractor Acknowledgment (form PEDACKN) on file for this worker? ☐ Yes ☒ No
   If Yes, please attach acknowledgment and return with this form.

2. Does a public entity or a statute authorize this position? ☒ Yes ☐ No If "Yes," state the public entity or statute.

   VILLAGE OF LINCOLN HEIGHTS

3. At the time the worker performed services for the employer, did the worker perform the same or similar services for other public employers? ☐ Yes ☒ No, not to my knowledge

   If "Yes," list other public employer(s).

Section 3 – Worker Information (continued)

4. How were the compensation, rights, obligations, benefits, and responsibilities for this position established? **Mark all that apply and attach copies.** Copies must be attached for consideration in membership determination.

☒ Contract ☐ Ordinance ☐ Court Entry ☐ Charter
☒ Statute ☐ Resolution ☐ Board Minutes ☐ Memorandum of Understanding
☒ Other Describe: policy

If worker is no longer performing this job, please provide the date services terminated. Month 03 Day 30 Year 2012

5. Did the above specifically address the worker's right to receive OPERS benefits? ☐ Yes ☐ No

6. Was the worker required to have a set schedule? ☒ Yes ☐ No

Please describe how worker's schedule was set: THE Worker's SCHEDULE WAS Set by THE Police Dept

Who established the worker's schedule? ☒ Employer ☐ Worker

Who was responsible for service coverage if the worker was unavailable? ☒ Employer ☐ Worker

7. Did the worker work on a specific project? ☐ Yes ☒ No
If yes, please explain:

8. Was the worker working on the job for a defined period of time or until a specific project was completed? ☒ Yes ☐ No

9. Did the employer provide dedicated office space? ☐ Yes ☒ No
If yes, please explain:

Did the employer provide office equipment and supplies (i.e. computer, office furniture) ☒ Yes ☐ No
If yes, please explain: THE OFFICER RECEIVED UNIFORMS AND OTHER VARIOUS JOB RELATED EQUIPMENT

10. Did the worker follow employer procedures as outlined in an employee manual or handbook? ☒ Yes ☐ No

11. Was the worker permitted to (Check all that apply):
☐ Delegate duties to other public employees working for the employer ☐ Subcontract work
☐ Supervise other public employees working for the employer

12. Was the worker permitted to hire assistants? ☐ Yes ☒ No
Who hired the assistants? ☐ Employer ☐ Worker
Who paid the assistants? ☐ Employer ☐ Worker

13. How was the worker compensated?
☐ Salary Amount $ ____ . ____
☒ Fee Amount $ ____ . ____ and basis (i.e. per hour, per project) $12.00 /Hourly

14. Did the worker appear on the employer's payroll in the same manner as public employees working for the organization?
☒ Yes ☐ No
If "No," please explain:

See next page

Section 1 - Worker information continued

15. To whom did the employer pay compensation? (attach copy of payment form)
[X] Worker PAID THRUUGH PAYROLL SYSTEM FROM TIME SHEET LOGS
[ ] Corporation/firm
Name
Address

[ ] Other Describe:

16. Did the worker submit bills to receive compensation for service? [ ] Yes (attach Copy) [X] No
17. How were the worker's earnings reported to the Internal Revenue Service? (attach Copy) [ ] Form W-2 [X] Form 1099
18. Was the worker's position (Check all that apply):

[ ] Considered full time
- [ ] Eligible for sick leave?
- [ ] Eligible for vacation?
- [ ] Eligible for bonus?
- [ ] Eligible for insurance?
- [ ] Covered by the employer's Worker's Compensation?
- [ ] Covered by the employer's Unemployment Compensation?
- [ ] Are other full time workers eligible for the same benefits? [ ] Yes [ ] No
- [ ] Please list any other benefits the worker was eligible to receive:

[ ] Considered part time
- [ ] Eligible for sick leave?
- [ ] Eligible for vacation?
- [ ] Eligible for bonus?
- [ ] Eligible for insurance?
- [ ] Covered by the employer's Worker's Compensation?
- [ ] Covered by the employer's Unemployment Compensation?
- [ ] Are other part time workers eligible for the same benefits? [ ] Yes [ ] No
- [ ] Please list any other benefits the worker was eligible to receive:

19. If the worker is no longer in this position, is someone currently providing the services? [X] Yes [ ] No
Duties are being carried out by other officers.
If "Yes," provide name.

Title

Are contributions currently being reported to OPERS for this worker? [X] Yes [ ] No
If available please attach copy of job description or contract for the worker currently performing the work.

20. Prior to the worker's service, did someone provide these services? [X] Yes [ ] No
If "Yes," provide name VARIOUS OTHER PAYROLL OFFICERS PERFORM THESE DUTIES

Title
CONTRACT EMPLOYEES (VARIOUS)

If "Yes," please attach copy of job description for person formerly performing the work.
Did the job responsibilities/duties change when the worker began performing the services? [ ] Yes [X] No

21. At any time during the worker's service, was the worker hired by the employer as an employee? [X] Yes [X] No
If "Yes," did the worker's duties change? [ ] Yes [X] No
If "Yes," please attach a copy of the job description for the position for which the worker was hired.

Section 2 – Service Information for Law Solicitors, Law Directors and Corporation Attorneys

[illegible]

1. How was the worker paid?
   - ☐ Salary
   - ☐ Retainer
   - ☐ Hourly rate
   - ☐ Salary and hourly rate

   If applicable, please explain what work is paid on a retainer basis and/or what work is paid on an hourly basis. Attach a separate sheet if necessary: _____

2. Did the worker alone perform the services? ☐ Yes ☐ No

   Did other member's of the worker's law firm (e.g. attorneys, paralegals, secretaries) perform any duties related to this service? ☐ Yes ☐ No If "Yes," please explain: _____

   Who paid these members of the worker's law firm? _____

   Did other attorneys, other than members of the worker's law firm, perform these services? ☐ Yes ☐ No

   If "Yes," please explain: _____

Section 3 – Employer Certification

[illegible]

Present Fiscal Officer or Authorized Signer

First Name: SHARON MI: Last Name: WILLIS

Department: FINANCE DEPARTMENT

Street or Mailing Address: 1201 STEFFENS AVENUE

City: LINCOLN HEIGHTS State: OH ZIP Code: 45215-

Work Phone Number: 513 733 5900

I hereby certify that the statements, as set forth in this document, are true and accurate as disclosed by records of this department.

Present Fiscal Officer or Authorized Signer

Signature: _____ Month: 09 Day: 17 Year: 2014

police, the police Lieutenant or the police sergeant. To be eldgible for the position of police investigator the employee shall have a minimum of (2) two years service within the police division.

PATROL OFFICER:

The patrol officer of the Lincoln Heights police division shall be under the direct supervision of the patrol sergeant and the patrol corporal while on official duty. Patrol officers are responsible for the health, safety and security of the businesses and residents of the Village of Lincoln Heights and all individuals that they have contact with when performing their official duties. Patrol officers shall work in a uniformed capacity while on duty unless a non-uniformed position is approved by supervision with the minimum rank of police sergeant. Patrol officers shall have classifications that are as follows, Full-time, part-time, temporary and auxiliary. All individuals hired as patrol officers ahall be hired under the procedure that is written within this police. All road patrol officers shall be responsible to perform the duties below, but not limited to them;

1. Road patrol.
2. Building Checks.
3. Traffic and minor misdameanor citation issuance.
4. Litter and nusiance violation enforcement.
5. Writing and completion of division reports.
6. Arrest and apprehension of offenders.
7. Court attendance.
8. Warrant and capias service.
9. Minor station maintenance and reporting defects.
10. Minor vehicle maintenance and reporting defects.
11. Adhering to police division police and procedure.
12. Assist with crime prevention.
13. Community oriented policing activities.
14. Attending required and assigned meetings and assigned training.
15. Follow directives of supervisors.
16. Work assigned shifts.
17. Provide incident reports to supervisor.

The road patrol officers shall follow all assigned tasks given to them by a supervisor. In the absence of a ranked supervisor the highest ranking member with seniority shall be in charge of the shift. In the event of a emergency preparedness or emergency managment situation, road patrol officers shall be responsible to the field supervisors for duty. Road patrol officers can be placed into non-uniformed details by the Chief of Police for specific events or investigations.

Village of Lincoln Heights Police Department

From the desk of
Acting Chief of Police, Jesse J Green IV
1201 Steffens Ave, Lincoln Heights, Ohio 45215
Phone (513) 733-5255, Fax (513) 733-4190
E-mail: jgreen@vlho.org

Temporary Employment Agreement

Occasions arise when the Village of Lincoln Heights, Police Department is in need of temporary personnel to fill full-time employee vacancies that may occur for various reasons. The police division will employ temporary personnel on an as needed basis, for specific times and shifts when the approval of the Village Manager. When these personnel vacancies need to be filled on a temporary basis, the personnel that are selected to work by the Chief of Police shall agree to and adhere to the below listed guidelines as a condition of employment;

A. Temporary personnel well work for a fixed hourly rate of $12.00 per hour for the hours that they are required to work.
B. Temporary personnel shall not be paid at the rate of time and one half for hours worked.
C. The Village of Lincoln Heights shall not provide benefits for the personnel.
D. Personnel shall complete a time sheet for pay and they will be paid on the same dates as full-time employees of the Village of Lincoln Heights.
E. Personnel will be required to work the shifts, days and hours that are specified by the Lincoln Heights Police Division.
F. Personnel will be responsible for their own uniforms and equipment unless otherwise specified by the Police Chief.
G. Personnel agreement for employment can be terminated within (48) forty-eight hours notice.
H. A separate personnel agreement must be signed after each consecutive (90) ninety-day work period.
I. Personnel hired to work temporary positions shall not consider a temporary personnel appointment as consideration into a full-time employee position. All temporary employees hired if interested in a full-time position shall proceed through the police division hiring process.
J. Temporary personnel are responsible and shall follow all policies, procedures, rules and regulations of the Lincoln Heights Police Division.

These guidelines are subject to change by the Chief of Police as deemed Necessary.

I, Monique White (Print Name) do agree to accept the temporary position and agree to the conditions of my temporary position with the Lincoln Heights Police Division. I am aware that the Police Division or I can terminate the agreement at anytime that they / I wish with a (48) forty-eight hour prior notice.

Temporary Personnel: _____ Date: 11-3-10

Village Manager: _____ Date: 11-03-2010

Chief of Police: _____ Date: 11-3-2010

Village of Lincoln Heights Police Department

From the desk of
Acting Chief of Police, Jesse J Green IV
1201 Steffens Ave, Lincoln Heights, Ohio 45215
Phone (513) 733-5255, Fax (513) 733-4190
E-mail: jgreen@vlho.org

Temporary Employment Agreement

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B. Temporary personnel shall not be paid at the rate of time and one half for hours worked.
C. The Village of Lincoln Heights shall not provide benefits for the personnel.
D. Personnel shall complete a time sheet for pay and they will be paid on the same dates as full-time employees of the Village of Lincoln Heights.
E. Personnel will be required to work the shifts, days and hours that are specified by the Lincoln Heights Police Division.
F. Personnel will be responsible for their own uniforms and equipment unless otherwise specified by the Police Chief.
G. Personnel agreement for employment can be terminated within (48) forty-eight hours notice.
H. A separate personnel agreement must be signed after each consecutive (90) ninety-day work period.
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J. Temporary personnel are responsible and shall follow all policies, procedures, rules and regulations of the Lincoln Heights Police Division.

These guidelines are subject to change by the Chief of Police as deemed Necessary.

I, Monique White (Print Name) do agree to accept the temporary position and agree to the conditions of my temporary position with the Lincoln Heights Police Division. I am aware that the Police Division or I can terminate the agreement at anytime that they / I wish with a (48) forty-eight hour prior notice.

Temporary Personnel: _____ Date: 11-3-10

Village Manager: _____ Date: 11-03-2010

Chief of Police: _____ Date: 11-3-2010

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.

VILLAGE OF LINCOLN HEIGHTS
1201 STEFFENS AVE
CINCINNATI OH 45215
(513)733-5900

28/G03/2010/A/01669 / /008265

OMB No. 1545-0115

2010

Form 1099-MISC

Miscellaneous Income

1 Rents	$
2 Royalties	$
3 Other income	$
4 Federal income tax withheld	$
5 Fishing boat proceeds	$
6 Medical and health care payments	$
7 Nonemployee compensation	$ 3296.96
8 Substitute payments in lieu of dividends or interest	$
9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	
10 Crop insurance proceeds	$
11	
12	
13 Excess golden parachute payments	$
14 Gross proceeds paid to an attorney	$
15a Section 409A deferrals	$
15b Section 409A income	$
16 State tax withheld	$
17 State/Payer's state no. 0851-1501898	
18 State income	$

PAYER'S federal identification number: 31-6001056

RECIPIENT'S identification number: [redacted]

RECIPIENT'S name: MONIQUA WHITE

Street address (including apt. no.): [redacted]

City, state, and ZIP code: [redacted]

Account number (see instructions): 00026519/G01 A

2nd TIN not. ☐

Form 1099-MISC

Copy C For Payer

For Privacy Act and Paperwork Reduction Act Notice, see the 2010 General Instructions for Certain Information Returns.

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. VILLAGE OF LINCOLN HEIGHTS 1281 STEFFENS AVE CINCINNATI OH 45215 (513)733-5900	1 Rents $	OMB No. 1545-0115 2011 Form 1099-MISC	Miscellaneous Income
	2 Royalties $		
CLEV/G93/2011/A/01367 / /900295	3 Other income $	4 Federal income tax withheld $	
PAYER'S federal identification number 31-6891066	RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	Copy C For Payer
RECIPIENT'S name MONIQUA WHITE		7 Nonemployee compensation $ 22204.20	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2011 General Instructions for Certain Information Returns.
Street address (including apt. no.)		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code		11	12	
Account number (see instructions) 080265CLEV/G93	2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no. OH51-1601890	18 State income $ $

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

Ohio Public Employees Retirement System

Independent Contractor/Employee Determination for Employer

(To be completed independently by the employer)

This form is used by OPERS to obtain information to determine whether a worker is a public employee for purposes of state retirement law. OPERS recognizes while questions in this form are asked in the past tense, you may be providing information on present service. Complete this form in its entirety, sign and date it, and submit it directly to OPERS at the above address. Any supporting documentation should accompany this form. The worker will complete and submit an Independent Contractor/Employee Determination for Worker (PED-1EE) that asks for similar information.

Section 1 - Worker Information

Social Security Number: 288 70 4692

First Name: Roger MI: Last Name: Reynolds

This inquiry concerns service as:

Title or Position: Police Officer

Employer: Village of Lincoln Heights

From: Month 6 Day Year 2006 To: Month 10 Day Year 2012

Employer Contact - First Name: Condoy MI: B Last Name: CHance

Employer Contact - Work Phone Number: 513 382 8294

Employer Contact E-mail Address: CChance@ULHO.org

Street or Mailing Address: 1201 Steffens ST

City: Lincoln Heights State: OH ZIP Code: 45215

1. Is an Independent Contractor Acknowledgment (form PEDACKN) on file for this worker? ☐ Yes ☒ No
   If Yes, please attach acknowledgment and return with this form.

2. Does a public entity or a statute authorize this position? ☒ Yes ☐ No If "Yes," state the public entity or statute.
   VILLAGE OF LINCOLN HEIGHTS

3. At the time the worker performed services for the employer, did the worker perform the same or similar services for other public employers? ☐ Yes ☒ No, not to my knowledge

   If "Yes," list other public employer(s).

Section 1 - Worker Information continued

4. How were the compensation, rights, obligations, benefits, and responsibilities for this position established? **Mark all that apply and attach copies.** Copies must be attached for consideration in membership determination.

☒ Contract ☒ Ordinance ☐ Court Entry ☐ Charter
☒ Statute ☐ Resolution ☐ Board Minutes ☐ Memorandum of Understanding
☒ Other Describe: policy

If worker is no longer performing this job, please provide the date services terminated. Month ☐☐ Day ☐☐ Year ☐☐☐☐

5. Did the above specifically address the worker's right to receive OPERS benefits? ☐ Yes ☐ No

6. Was the worker required to have a set schedule? ☒ Yes ☐ No

Please describe how worker's schedule was set: Individuals Schedule was set by The Police Dept

Who established the worker's schedule? ☒ Employer ☐ Worker

Who was responsible for service coverage if the worker was unavailable? ☒ Employer ☐ Worker

7. Did the worker work on a specific project? ☐ Yes ☒ No
If yes, please explain:

8. Was the worker working on the job for a defined period of time or until a specific project was completed? ☒ Yes ☒ No

9. Did the employer provide dedicated office space? ☐ Yes ☒ No
If yes, please explain:

Did the employer provide office equipment and supplies (i.e. computer, office furniture) ☒ Yes ☐ No
If yes, please explain: THE OFFICER RECEIVED UNIFORMS AND OTHER VARIOUS JOB RELATED EQUIPMENT.

10. Did the worker follow employer procedures as outlined in an employee manual or handbook? ☒ Yes ☐ No

11. Was the worker permitted to (Check all that apply):
☐ Delegate duties to other public employees working for the employer ☐ Subcontract work
☐ Supervise other public employees working for the employer

12. Was the worker permitted to hire assistants? ☐ Yes ☒ No
Who hired the assistants? ☐ Employer ☐ Worker
Who paid the assistants? ☐ Employer ☐ Worker

13. How was the worker compensated?
☐ Salary Amount $ ☐☐☐☐☐☐.☐☐
☒ Fee Amount $ ☐☐☐☐☐☐.☐☐ and basis (i.e. per hour, per project) $12.00 Per Hour

14. Did the worker appear on the employer's payroll in the same manner as public employees working for the organization?
☒ Yes ☐ No
If "No," please explain:

Section 4 - Worker Information continued

15. To whom did the employer pay compensation? (attach copy of payment form)
- [X] Worker
- [ ] Corporation/firm
  - Name
  - Address
- [ ] Other Describe:

16. Did the worker submit bills to receive compensation for service? [ ] Yes (attach Copy) [X] No

17. How were the worker's earnings reported to the Internal Revenue Service? (attach Copy) [ ] Form W-2 [X] Form 1099

18. Was the worker's position (Check all that apply):

[ ] **Considered full time**
- [ ] Eligible for sick leave?
- [ ] Eligible for vacation?
- [ ] Eligible for bonus?
- [ ] Eligible for insurance?
- [ ] Covered by the employer's Worker's Compensation?
- [ ] Covered by the employer's Unemployment Compensation?
- [ ] Are other full time workers eligible for the same benefits? [ ] Yes [ ] No
- [ ] Please list any other benefits the worker was eligible to receive:

[ ] **Considered part time**
- [ ] Eligible for sick leave?
- [ ] Eligible for vacation?
- [ ] Eligible for bonus?
- [ ] Eligible for insurance?
- [ ] Covered by the employer's Worker's Compensation?
- [ ] Covered by the employer's Unemployment Compensation?
- [ ] Are other part time workers eligible for the same benefits? [ ] Yes [ ] No
- [ ] Please list any other benefits the worker was eligible to receive:

19. If the worker is no longer in this position, is someone currently providing the services? [X] Yes [ ] No
OTHER POLICE PERSONNEL ARE CURRENTLY PERFORMING THE SERVICES.
If "Yes," provide name.

Title

Are contributions currently being reported to OPERS for this worker? [ ] Yes [ ] No
If available please attach copy of job description or contract for the worker currently performing the work.

20. Prior to the worker's service, did someone provide these services? [ ] Yes [ ] No
If "Yes," provide name

Title

If "Yes," please attach copy of job description for person formerly performing the work.
Did the job responsibilities/duties change when the worker began performing the services? [ ] Yes [ ] No

21. At any time during the worker's service, was the worker hired by the employer as an employee? [X] Yes [ ] No
If "Yes," did the worker's duties change? [ ] Yes [X] No
If "Yes," please attach a copy of the job description for the position for which the worker was hired.

Section 2 - Service Information for Law Solicitors [illegible]

1. How was the worker paid?
   - ☐ Salary
   - ☐ Retainer
   - ☐ Hourly rate
   - ☐ Salary and hourly rate

   If applicable, please explain what work is paid on a retainer basis and/or what work is paid on an hourly basis. Attach a separate sheet if necessary: _____

2. Did the worker alone perform the services? ☐ Yes ☐ No

   Did other member's of the worker's law firm (e.g. attorneys, paralegals, secretaries) perform any duties related to this service? ☐ Yes ☐ No If "Yes," please explain: _____

   Who paid these members of the worker's law firm? _____

   Did other attorneys, other than members of the worker's law firm, perform these services? ☐ Yes ☐ No

   If "Yes," please explain: _____

Section 3 - Employer Certification [illegible]

Present Fiscal Officer or Authorized Signer

First Name	MI	Last Name
SHARON		WILLIS

Department: FINANCE DEPARTMENT

Street or Mailing Address: 12011 STEFFENS AVENUE

City	State	ZIP Code
LINCOLN HEIGHTS	OH	45215-

Work Phone Number: 513 733 5900

I hereby certify that the statements, as set forth in this document, are true and accurate as disclosed by records of this department.

Present Fiscal Officer or Authorized Signer Signature _____ Month 09 Day 17 Year 2014

police, the police Lieutenant or the police sergeant. To be eldgible for the position of police investigator the employee shall have a minimum of (2) two years service within the police division.

PATROL OFFICER:

The patrol officer of the Lincoln Heights police division shall be under the direct supervision of the patrol sergeant and the patrol corporal while on official duty. Patrol officers are responsible for the health, safety and security of the businesses and residents of the Village of Lincoln Heights and all individuals that they have contact with when performing their official duties. Patrol officers shall work in a uniformed capacity while on duty unless a non-uniformed position is approved by supervision with the minimum rank of police sergeant. Patrol officers shall have classifications that are as follows, Full-time, part-time, temporary and auxiliary. All individuals hired as patrol officers shall be hired under the procedure that is written within this police. All road patrol officers shall be responsible to perform the duties below, but not limited to them;

1. Road patrol.
2. Building Checks.
3. Traffic and minor misdameanor citation issuance.
4. Litter and nusiance violation enforcement.
5. Writing and completion of division reports.
6. Arrest and apprehension of offenders.
7. Court attendance.
8. Warrant and capias service.
9. Minor station maintenance and reporting defects.
10. Minor vehicle maintenance and reporting defects.
11. Adhering to police division police and procedure.
12. Assist with crime prevention.
13. Community oriented policing activities.
14. Attending required and assigned meetings and assigned training.
15. Follow directives of supervisors.
16. Work assigned shifts.
17. Provide incident reports to supervisor.

The road patrol officers shall follow all assigned tasks given to them by a supervisor. In the absence of a ranked supervisor the highest ranking member with seniority shall be in charge of the shift. In the event of a emergency preparedness or emergency managment situation, road patrol officers shall be responsible to the field supervisors for duty. Road patrol officers can be placed into non-uniformed details by the Chief of Police for specific events or investigations.

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	
VILLAGE OF LINCOLN HEIGHTS (513)733-5900 1201 STEFFENS AVE CINCINNATI OH 45215 18/G02/2010/4/01869 / /000160	$ 2 Royalties $ 3 Other income $	2010 Form 1099-MISC	Miscellaneous Income
PAYER'S federal identification number: 31-6001066	RECIPIENT'S identification number	4 Federal income tax withheld $ 5 Fishing boat proceeds $	6 Medical and health care payments $
RECIPIENT'S name: ROGER REYNOLDS		7 Nonemployee compensation $ 18372.00	8 Substitute payments in lieu of dividends or interest $
Street address (including apt. no.)		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $
City, state, and ZIP code		11	12
Account number (see instructions) 66816018/G02 A	2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no. OH51-1501858
			18 State income $ $

Form 1099-MISC

Copy C For Payer

For Privacy Act and Paperwork Reduction Act Notice, see the 2010 General Instructions for Certain Information Returns.

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
VILLAGE OF LINCOLN HEIGHTS (513)733-5308 1261 STEFFENS AVE CINCINNATI OH 45215	$ 2 Royalties $	2011 Form 1099-MISC	
CLBV/G01/2011/4/01167 / /000160	3 Other income $	4 Federal income tax withheld $	Copy C For Payer
PAYER'S federal identification number 31-6001066	RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $
RECIPIENT'S name ROGER REYNOLDS		7 Nonemployee compensation $ 16554.00	8 Substitute payments in lieu of dividends or interest $
Street address (including apt. no.) [redacted]		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $
City, state, and ZIP code [redacted]		11 [redacted]	12 [redacted]
Account number (see instructions) 5601ROCLBV/G03	2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no. OH51-1601956
			18 State income $ $

For Privacy Act and Paperwork Reduction Act Notice, see the 2011 General Instructions for Certain Information Returns.

Form 1099-MISC Department of the Treasury – Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. VILLAGE OF LINCOLN HEIGHTS 1201 STEFFENS AVE CINCINNATI OH 45215 (513)733-5900	1 Rents $	OMB No. 1545-0115 2012 Form 1099-MISC	Miscellaneous Income
	2 Royalties $		
CLBV/003/2012/6/91555 / /000160	3 Other income $	4 Federal income tax withheld $	Copy C For Payer
PAYER'S federal identification number 31-1801066	RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $
RECIPIENT'S name ROGER REYNOLDS		7 Nonemployee compensation $ 12939.12	8 Substitute payments in lieu of dividends or interest $
Street address (including apt. no.) [redacted]		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $
City, State, and ZIP code [redacted]		11	12
Account number (see instructions) 000160CLBV/G03 A	2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $	17 State/Payer's state no. OH57-1601850
		$	18 State income $
Form 1099-MISC			$

Department of the Treasury - Internal Revenue Service

IN THE OHIO SUPREME COURT

State of Ohio ex rel. STEVE R. MADDOX[1], c/o Nilges Draher LLC 4580 Stephen Circle, N.W. Canton, Ohio	**CASE NO.** 14-1267
and	
State of Ohio ex rel. ANTWAN L. SPARKS, c/o Nilges Draher LLC 4580 Stephen Circle, N.W. Canton, Ohio	**ORIGINAL ACTION IN MANDAMUS**
and	
State of Ohio ex rel. VERNON JEFFERS c/o Nilges Draher LLC 4580 Stephen Circle, N.W. Canton, Ohio	**AFFIDAVIT ATTACHED PURSUANT TO S. CT. PRACT. R. 10.4(B)**
and	
State of Ohio ex rel. MICHAEL LOWE c/o Nilges Draher LLC 4580 Stephen Circle, N.W. Canton, Ohio	**JURY DEMAND ENDORSED HEREON**
and	
State of Ohio ex rel. AARON SMITH c/o Nilges Draher LLC 4580 Stephen Circle, N.W. Canton, Ohio	FILED JUL 24 2014 CLERK OF COURT SUPREME COURT OF OHIO
and	

[1] Plaintiffs are all current or former police officers. Thus, their personal home addresses are not used.

State of Ohio ex rel. ONAM WILLIAMS
c/o Nilges Draher LLC
4580 Stephen Circle, N.W.
Canton, Ohio
and

State of Ohio ex rel. ROGER REYNOLDS
c/o Nilges Draher LLC
4580 Stephen Circle, N.W.
Canton, Ohio

and

State of Ohio ex rel. HENRY DAWKINS
c/o Nilges Draher LLC
4580 Stephen Circle, N.W.
Canton, Ohio

and

State of Ohio ex rel. MONIQUA WHITE
c/o Nilges Draher LLC
4580 Stephen Circle, N.W.
Canton, Ohio

Relators,

v.

THE VILLAGE OF LINCOLN HEIGHTS, OHIO,
1201 Steffen Avenue
Lincoln Heights, Ohio 45215

and

MAYOR LAVERNE MITCHELL, *in his official capacity.*
1201 Steffen Avenue
Lincoln Heights, Ohio 45215

and

STEPHANIE SUMMEROW DUMAS, :
VILLAGE ADMINISTRATOR, *in her* :
official capacity. :
1201 Steffen Avenue :
Lincoln Heights, Ohio 45215 :
:
and :
:
:
COUNCILWOMAN DEBORAH SEAY, :
in her official capacity. :
1201 Steffen Avenue :
Lincoln Heights, Ohio 45215 :
:
and :
:
COUNCILMAN HAROLD STEWART :
in his official capacity. :
1201 Steffen Avenue :
Lincoln Heights, Ohio 45215 :
:
and :
:
COUNCILWOMAN SHARON WILLIS, :
in her official capacity. :
1201 Steffen Avenue :
Lincoln Heights, Ohio 45215 :
:
and :
:
AYRICA RAGLIN, CLERK OF :
COUNCIL, *in her official capacity.* :
1201 Steffen Avenue :
Lincoln Heights, Ohio 45215 :
:
and :
:
COUNCILMAN RICHARD HEADON, :
in his official capacity. :
1201 Steffen Avenue :
Lincoln Heights, Ohio 45215 :
:
and :
:
:
:

COUNCILWOMAN JETTA-CHILES, *in her official capacity.*
1201 Steffen Avenue
Lincoln Heights, Ohio 45215

and

COUNCILWOMAN STEVENSON *in her official capacity.*
1201 Steffen Avenue
Lincoln Heights, Ohio 45215

and

COUNCILMAN WILLIS, *in his official capacity.*
1201 Steffen Avenue
Lincoln Heights, Ohio 45215

Respondents.

VERIFIED ORIGINAL ACTION COMPLAINT FOR WRIT OF MANDAMUS WITH CLASS ACTION ALLEGATIONS

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Counsel for Relators

VERIFIED ORIGINAL ACTION COMPLAINT FOR A WRIT OF MANDAMUS WITH CLASS ACTION ALLEGATIONS

Relators Steve R. Maddox, Antwan L. Sparks, Vernon Jeffers, Michael Lowe, Aaron Smith, Onam Williams, Roger Reynolds, Henry Dawkins and Moniqua White (collectively the "Relators") seek, for themselves and all those similarly situated, a Writ of Mandamus compelling entity The Village of Lincoln Heights, Ohio (the "Village") to comply with various statutes and ordinances. Relators seek to represent the following classes pursuant to Ohio Rule of Civil Procedure 23:

- All Village employees misclassified as independent contractors from May 4, 1993, to the present (the "Misclassification Class");
- All Village employees who worked at least thirty (30) hours a week from February 10, 1997, through October 22, 2012, but were not provided fringe benefits (the "Fringe Benefits Class");
- All Village employees from December 4, 1973, to present who were not provided sick leave benefits and rights pursuant to R.C. 124.38 and R.C. 124.39 (the "Sick Leave Class"); and,
- All Village employees from January 1, 1976 to present who were not provided holiday pay (the "Holiday Pay Class").

JURISDICTION AND PARTIES

1. This Court has original jurisdiction to issue a Writ of Mandamus commanding the Village to take the requested actions pursuant Article IV, §2(B)(1)(b) of Ohio's Constitution, Supreme Court Rule X and R.C. 2731.02.

2. Relators are persons currently or formerly employed by the Village who worked at least thirty (30) hours per week, but were not provided medical and other benefits, paid sick leave or holiday pay and for whom the Village did not remit contributions to OPERS.

3. Respondent Village is duly organized under the State of Ohio, and is located at 1201 Steffen Avenue, Lincoln Heights, Ohio 45215 (Hamilton County). The Village has adopted a municipal charter.

4. Respondent Laverne Mitchell is the Mayor of the Village of Lincoln Heights, Ohio, and a member of Council. As Mayor, Respondent Mitchell presides over the meetings of the Village of Lincoln Heights City Council (the "Council"). He is obligated to sign all legislation passed by Council. As a member of Council, he is, among other things, responsible for adopting: (1) a personnel pay plan; (2) the annual tax budget and annual appropriation ordinance; and, (3) authorizing the issuance of bonds.

5. Respondent Stephanie Summerow Dumas, is the Manager of the Village of Lincoln Heights, Ohio. Pursuant to the Charter of the Village of Lincoln Heights, Ohio (the "Charter"), she is the Chief Administrative Officer of the municipality and executes the laws and ordinances of the Village of Lincoln Heights, Ohio. She is also responsible for preparing and submitting the annual budget to the Council.

6. Respondent Deborah Seay is a member of the Council of the Village of Lincoln Heights, Ohio. As a member of Council, she is, among other things, responsible for: (1) adopting a personnel pay plan; (2) adopting the annual tax budget and annual appropriation ordinance; and, (3) authorizing the issuance of bonds.

7. Respondent Harold Stewart is a member of the Council of the Village of Lincoln Heights, Ohio. As a member of Council, he is, among other things, responsible for: (1) adopting a personnel pay plan; (2) adopting the annual tax budget and annual appropriation ordinance; and, (3) authorizing the issuance of bonds.

8. Respondent Sharon Willis is the Director of Finance of the Village of Lincoln Heights, Ohio. Pursuant to the Charter, she shall control all disbursements authorized from the village treasury. She is required to countersign all bonds and notes issued by the village.

9. Respondent Ayrica Raglin is the Clerk of Council for the Village of Lincoln Heights, Ohio. As the Clerk of Council, she is the records custodian for the Village.

10. Respondent Richard Headon is, upon information and belief, the Vice-Mayor of the Village of Lincoln Heights, Ohio, and a member of Council. Pursuant to the Village's charter, he is responsible for performing the Mayor's duties when the Mayor is absent or incapacitated. As a member of Council, he is, among other things, responsible for: (1) adopting a personnel pay plan; (2) adopting the annual tax budget and annual appropriation ordinance; and, (3) authorizing the issuance of bonds.

11. Respondent Jetta-Chiles is a member of the Council of the Village of Lincoln Heights, Ohio. As a member of Council, she is, among other things, responsible for: (1) adopting a personnel pay plan; (2) adopting the annual tax budget and annual appropriation ordinance; and, (3) authorizing the issuance of bonds.

12. Respondent Stevenson is a member of the Council of the Village of Lincoln Heights, Ohio. As a member of Council, she is, among other things, responsible for: (1) adopting a personnel pay plan; (2) adopting the annual tax budget and annual appropriation ordinance; and, (3) authorizing the issuance of bonds.

13. Respondent Willis is a member of the Council of the Village of Lincoln Heights, Ohio. As a member of Council, he is, among other things, responsible for: (1) adopting a personnel pay plan; (2) adopting the annual tax budget and annual appropriation ordinance; and, (3) authorizing the issuance of bonds.

SPECIFIC FACTUAL ALLEGATIONS

The Village Misclassified Relators and Those Similarly Situated As Independent Contractors

14. Respondents misclassified the Relators, and those similarly situated, as "independent contractors" instead of bona fide employees. Respondents also referred to some of these "independent contractors" as "temporary employees". Such employees, including without limitation the Relators, constitute the "Misclassification Class".

15. Relators, and those similarly situated, were not independent contractors in that Respondents exercised significant control over Relators and others similarly situated. At all relevant times, they were under the direction and control of the Village and Respondents, used the Village's tools and equipment, and were subject to the Village's employment policies, among other things.

16. The Village failed to remit payments to Ohio Public Employment Retirement System ("OPERS") benefits for the Misclassification Class.

17. The Village has failed to provide OPERS with information required by OPERS to enroll the Misclassification Class members into OPERS, including but not limited to complete PED-1ER forms.

18. The Village failed to remit applicable employment taxes to the federal Internal Revenue Service ("IRS") for the Misclassification Class.

19. The Village failed to remit unemployment taxes to the State of Ohio for the Misclassification Class.

20. The Village failed to remit premium payments to the Ohio Bureau of Workers' Compensation ("BWC") for the Misclassification Class.

The Village Failed to Provide Fringe Benefits to Relators and Those Similarly Situated, Even Though They Worked Thirty Or More Hours Per Week

21. On or about February 10, 1997, Village Ordinance Nos. 33.03 and 37.21 became effective. The ordinances provided that all Village employees that worked at least thirty (30) hours a week "shall receive hospitalization, medical, dental, disability and death benefits".

22. The Ordinances were amended, effective October 22, 2012, so that such benefits now only apply to employees who worked thirty-seven and a half (37.5) hours per week.

23. Relators each worked an average of thirty (30) hours a week or more during the time period from February 10, 1997 and October 22, 2012.

24. Despite its clear legal obligation to do so, the Village failed to provide the Relators, and those similarly situated, with the fringe benefits required to be provided pursuant to Ordinance Nos. 33.03 and 37.21.

25. Relators and those similarly situated constitute the Fringe Benefits Class.

The Village Failed to Provide Relators and Those Similarly Situated Holiday Pay Pursuant to Ordinance No. 37.15

26. Village Ordinance No. 37.15 provides that, "[e]ffective January 1, 1976, all village employees shall...be granted a paid leave of absence" for ten recurring holidays, and, additionally, any day designated by the President of the United States, or the Governor of the State of Ohio as a holiday, day of mourning, or the like.

27. Per the ordinance, police officers receive a lump-sum payment for all holidays in December, but all other employees receive the pay in the pay period on which the holiday occurs.

28. The ten (10) recurring holidays are defined as: New Year's Day; Martin Luther King Day; Lincoln Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; and Christmas.

29. Regardless of its clear obligation to do so, the Village failed to provide the Relators, and those similarly situated, with holiday pay pursuant to Ord. No. 37.15.

30. Relators and those similarly situated constitute the Holiday Pay Class.

The Village Failed to Provide Relators and Those Similarly Situated Sick Leave Benefits Pursuant to R.C. 128.38 and R.C. 128.39

31. R.C. 124.38 mandates that all Village employees shall be permitted to accumulate paid sick leave, without limit, at a rate of 4.6 hours for every eighty hours of work.

32. Such sick leave may be taken for "personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to other employees, and illness, injury, or death in the employee's immediate family".

33. When a Village employee transfers to another public agency, the Village is required by R.C. 124.38 to transfer all accumulated sick leave to that public entity.

34. Pursuant to R.C. 124.39, the Village is required to pay employees with at least ten (10) years of service in cash for one-fourth (1/4) the value of all accumulated, but unused, sick leave.

35. The Village has failed to provide sick leave benefits and corresponding rights including, but not limited to, use, transfer and retirement rights, to the Relators and those similarly situated.

36. Relators and those similarly situated constitute the Sick Leave Class.

Class Action Allegations

37. Relators bring this action as a class action pursuant to the Ohio Rules of Civil Procedure 23 as representatives of: the Misclassification Class; the Fringe Benefits Class; the Sick Leave Class; and, the Holiday Pay Class.

38. Upon information and belief, each Class includes more than forty (40) persons and, as such, is so numerous that joinder of all class members is impracticable.

39. Relators are members of each Class, and their claims are typical of the claims of the other Class members.

40. Relators have no interests that are antagonistic to or in conflict with the interests of other Class members.

41. Relators will fairly and adequately represent the Class members and their interests.

42. Relators have retained competent and experienced counsel who will effectively represent the interest of the Classes.

43. Questions of law and fact are common within each Class, including whether various statutes and ordinances obligated the Village to remit certain payments to the Relators and the Class members, or take certain actions on behalf of the Relators and the Class members.

COUNT I
(The Misclassification Class)

44. All previous paragraphs are incorporated as though fully set forth herein.

45. Relators and the members of the Misclassification Class were classified as independent contractors, when, in fact, they were employees.

46. As a result of this misclassification, the Respondents failed to make payments they were obligated to make to OPERS, the State of Ohio, the BWC, and the IRS.

47. Respondents have a clear legal duty to make these payments, but have failed to do so.

48. Likewise, Respondents have a clear legal duty to provide information to OPERS, including, but not limited to, complete PED-1ER, so that the Misclassification Class may participate in OPERS.

49. The Misclassification Class has no adequate legal remedy which would allow them to compel the Village to make the required payments to OPERS, the State of Ohio, the BWC and the IRS.

50. Likewise, they have no legal remedy to compel the Village to provide the completed PED-1ER forms and other required information to OPERS.

51. Accordingly, the Misclassification Class is entitled to a Writ of Mandamus compelling the Village to comply with its legal obligations relating to OPERS, the IRS and the State of Ohio.

COUNT II
(The Fringe Benefits Class)

52. All previous paragraphs are incorporated as though fully set forth herein.

53. Respondents have a clear legal duty pursuant to Village Ordinance Nos. 33.03 and 37.21 to provide various fringe benefits to the Fringe Benefits Class from February 10, 1997, until October 22, 2012, but Respondents failed to do so.

54. The Fringe Benefits Class has no adequate legal remedy to recover damages resulting from the Respondents' failure to provide the benefits required pursuant to Ordinance Nos. 33.03 and 37.21.

55. The Ohio Supreme Court has recognized this fact and held that "[i]t is well-settled that a claim by a public employee for wages or benefits is actionable in mandamus." *State ex rel. Kabert v. Shaker Hts. City School Dist. Bd. of Edn.*, 78 Ohio St.3d 37 (1977).

56. Accordingly, the Fringe Benefits Class is entitled to a Writ of Mandamus compelling the Respondents to remit to the Fringe Benefits Class the value of the premiums that the employer would have paid had plaintiff continued working, as well as out-of-pocket medical expenses, and replacement premium payments.

COUNT III
(Holiday Pay Class)

57. All previous paragraphs are incorporated as though fully set forth herein.

58. The Respondents have a clear legal duty pursuant to Village Ordinance No. 37.15 to pay the Holiday Pay Class wages every year they were and are employed for ten (10) recurring holidays, and certain additional holidays, days of mourning, and the like, as determined by the President of the United States or the Governor of the State of Ohio.

59. Despite this clear legal duty, the Respondents have failed to provide this holiday pay.

60. The Holiday Pay Class has no adequate legal remedy to recover the owed holiday pay amounts. Accordingly, they are entitled to a Writ of Mandamus compelling the Respondents to remit all unpaid holiday pay to the Holiday Pay Class.

COUNT IV
(The Sick Leave Class)

61. All previous paragraphs are incorporated as though fully set forth herein.

62. The Respondents have a clear legal duty to provide the Sick Leave Class with the sick leave benefits and rights provided for in R.C. 124.38 and retirement cash out rights provided for in R.C. 124.39. Despite this clear legal duty, the Respondents have failed to provide such benefits and rights to the Sick Leave Class.

63. The Sick Leave class has no adequate legal remedy to obtain the rights and benefits provided for in R.C. 124.38 and R.C. 124.39. Thus, a Writ of Mandamus compelling the Respondents to provide such benefits and rights is appropriate.

PRAYER FOR RELIEF

WHEREFORE, Relators, on behalf of themselves and all others similarly situated, respectfully request the Court issue a Writ of Mandamus and/or an alternative writ of mandamus commanding the Respondents take all necessary actions to:

1. Pay the Sick Leave Class for the sick leave to which they are or were entitled under R.C. 124.38, but were not paid for from December 4, 1973, to the present;

2. Account for the sick leave the Sick Leave Class had a right to accrue pursuant to R.C. 124.38 from December 4, 1973, to the present;

3. Provide the sick leave benefits required by R.C. 124.38, including accumulation rights, to all Sick Leave Class members currently employed by the Village;

4. For all Sick Leave Class members currently employed by other public entities, transfer accrued, but unused, sick leave benefits earned pursuant to R.C. 124.38 to such public entities;

5. For all Sick Leave Class members that retired from the Village from December 4, 1973, provide payment in cash one-fourth (1/4) of the value of their accumulated but unused sick leave, as provided in R.C. 124.39;

6. Pay all Fringe Benefits Class members who worked at least an average of thirty (30) hours from February 10, 1997 through October 22, 2012, the monetary value of the fringe benefits to which they were entitled pursuant to Ord. Nos. 33.03 and 37.21, but were not provided;

7. Reimburse all Fringe Benefits Class members who worked at least an average of thirty (30) hours from February 10, 1997 through October 22, 2012, for insurance premium payments and out of pocket medical, dental and vision expenses;

8. Remit the employer and employee's portion of contributions to OPERS from May 4, 1993, to the present;

9. Provide all information required by OPERS to enroll the Misclassification Class members into OPERS, including but not limited to complete PED-1ER forms;

10. Report to the BWC that Misclassification Class members were employees and misclassified as independent contractors and remit all premiums due and owing to the Bureau of Workers' Compensation;

11. Report to the Ohio Department of Job and Family Services that the Misclassification Class members were employees and misclassified as independent contractors and remit all applicable tax payments due and owing to the State of Ohio;

12. Remit applicable payroll taxes the IRS due and owing as a result of the Village's misclassification of the Misclassification Class members as independent contractors; and,

13. Award Relators and said Class Members all other proper and appropriate relief including without limitation interest, costs and attorneys' fees (including without limitation payment from the common fund as appropriate) as may be provided by law and all else the Court deems just.

JURY DEMAND

Pursuant to R.C. 2731.11 Relators demand a trial by jury on all issues that may be so tried.

Dated: July 23, 2014

Respectfully,

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Counsel for Relators

IN THE OHIO SUPREME COURT

State of Ohio ex rel. STEVE R. MADDOX et al,

Relators,

v.

AFFIDAVIT OF ANTWAN SPARKS

THE VILLAGE OF LINCOLN HEIGHTS, OHIO, et al.

Respondents.

STATE OF OHIO :

SS.

COUNTY OF HAMILTON :

Antwan Sparks, being first duly sworn, deposes and states as follows:

1. That I have direct and personal knowledge of each and every fact stated herein.

2. That I am competent to testify to the matters contained herein.

3. I have read the Complaint for Writ of Mandamus filed in this matter. The factual allegations contained therein are true and accurate.

Affiant further sayeth naught.

Antwan Sparks

SWORN TO before me and signed in my presence this 22nd day of July 2014.

NOTARY PUBLIC

NOTARIAL SEAL STATE OF OHIO

JOSEPH R POWELL
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
March 20, 2017
Recorded in
Hamilton County

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642
1-800-222-PERS (7377) www.opers.org

Independent Contractor/Employee Determination for Employer

(To be completed independently by the employer)

This form is used by OPERS to obtain information to determine whether a worker is a public employee for purposes of state retirement law. OPERS recognizes while questions in this form are asked in the past tense, you may be providing information on present service. Complete this form in its entirety, sign and date it, and submit it directly to OPERS at the above address. Any supporting documentation should accompany this form. The worker will complete and submit an Independent Contractor/Employee Determination for Worker (PED-1EE) that asks for similar information.

Section 1 - Worker Information

Social Security Number: 280 72 3630

First Name: MICHAEL MI: Last Name: LOWE

This inquiry concerns service as:

Title or Position: POLICE OFFICER

Employer: VILLAGE LINCOLN HEIGHTS

From (Month Day Year): 6 01 2000 To (Month Day Year): Present

Employer Contact - First Name: CONROY MI: B Last Name: CHANCE

Employer Contact - Work Phone Number: 513 733 5255

Employer Contact E-mail Address: CCHANCE@VLHO.OV9

Street or Mailing Address: 1201 STEFFENS

City: LINCOLN HEIGHTS State: OH ZIP Code: 45215-

Is an Independent Contractor Acknowledgment (form PEDACKN) on file for this worker? ☐ Yes ☒ No
If Yes, please attach acknowledgment and return with this form.

Does a public entity or a statute authorize this position? ☒ Yes ☐ No If "Yes," state the public entity or statute.
VILLAGE OF LINCOLN HEIGHTS

At the time the worker performed services for the employer, did the worker perform the same or similar services for other public employers? ☐ Yes ☒ No, not to my knowledge

If "Yes," list other public employer(s).

Section 1 : Worker Information continued

4. How were the compensation, rights, obligations, benefits, and responsibilities for this position established? Mark all that apply and attach copies. Copies must be attached for consideration in membership determination.

[X] Contract [X] Ordinance [ ] Court Entry [ ] Charter
[X] Statute [ ] Resolution [ ] Board Minutes [ ] Memorandum of Understanding
[X] Other Describe: policy

If worker is no longer performing this job, please provide the date services terminated. Month Day Year

5. Did the above specifically address the worker's right to receive OPERS benefits? [ ] Yes [ ] No

6. Was the worker required to have a set schedule? [X] Yes [ ] No

Please describe how worker's schedule was set: THE Worker's schedule was set by THE Agency.

Who established the worker's schedule? [X] Employer [ ] Worker

Who was responsible for service coverage if the worker was unavailable? [X] Employer [ ] Worker

7. Did the worker work on a specific project? [ ] Yes [X] No
If yes, please explain:

8. Was the worker working on the job for a defined period of time or until a specific project was completed? [X] Yes [X] No

9. Did the employer provide dedicated office space? [ ] Yes [X] No
If yes, please explain:

Did the employer provide office equipment and supplies (i.e. computer, office furniture) [X] Yes [ ] No
If yes, please explain: THE OFFICER RECEIVED UNIFORMS AND OTHER VARIOUS JOB RELATED EQUIPMENT.

10. Did the worker follow employer procedures as outlined in an employee manual or handbook? [X] Yes [ ] No

1. Was the worker permitted to (Check all that apply):
[ ] Delegate duties to other public employees working for the employer [ ] Subcontract work
[ ] Supervise other public employees working for the employer

2. Was the worker permitted to hire assistants? [ ] Yes [X] No
Who hired the assistants? [ ] Employer [ ] Worker
Who paid the assistants? [ ] Employer [ ] Worker

. How was the worker compensated?
[ ] Salary Amount $.
[X] Fee Amount $. and basis (i.e. per hour, per project) $12.00 - Hourly

Did the worker appear on the employer's payroll in the same manner as public employees working for the organization?
[X] Yes [ ] No
If "No," please explain:

Section 1 - Worker Information continued

15. To whom did the employer pay compensation? (attach copy of payment form)
[X] Worker PAID THROUGH PAYROLL SYSTEM FROM TIME SHEET CARDS
[ ] Corporation/firm
Name
Address

[ ] Other Describe:

16. Did the worker submit bills to receive compensation for service? [ ] Yes (attach Copy) [X] No
17. How were the worker's earnings reported to the Internal Revenue Service? (attach Copy) [ ] Form W-2 [X] Form 1099
18. Was the worker's position (Check all that apply):

[ ] **Considered full time**
- [ ] Eligible for sick leave?
- [ ] Eligible for vacation?
- [ ] Eligible for bonus?
- [ ] Eligible for insurance?
- [ ] Covered by the employer's Worker's Compensation?
- [ ] Covered by the employer's Unemployment Compensation?
- [ ] Are other full time workers eligible for the same benefits? [ ] Yes [ ] No
- [ ] Please list any other benefits the worker was eligible to receive:

[ ] **Considered part time**
- [ ] Eligible for sick leave?
- [ ] Eligible for vacation?
- [ ] Eligible for bonus?
- [ ] Eligible for insurance?
- [ ] Covered by the employer's Worker's Compensation?
- [ ] Covered by the employer's Unemployment Compensation?
- [ ] Are other part time workers eligible for the same benefits? [ ] Yes [ ] No
- [ ] Please list any other benefits the worker was eligible to receive:

19. If the worker is no longer in this position, is someone currently providing the services? [ ] Yes [ ] No
If "Yes," provide name. Presently employed
Title

Are contributions currently being reported to OPERS for this worker? [ ] Yes [ ] No
If available please attach copy of job description or contract for the worker currently performing the work.

20. Prior to the worker's service, did someone provide these services? [X] Yes [ ] No
If "Yes," provide name VARIOUS OTHER PAYROLL OFFICERS PERFORM THESE DUTIES
Title CONTRACT EMPLOYEES (VARIOUS)
If "Yes," please attach copy of job description for person formerly performing the work.
Did the job responsibilities/duties change when the worker began performing the services? [ ] Yes [X] No

. At any time during the worker's service, was the worker hired by the employer as an employee? [ ] Yes [X] No Not applicable
If "Yes," did the worker's duties change? [ ] Yes [ ] No
If "Yes," please attach a copy of the job description for the position for which the worker was hired.

Section 2 - Service Information for law solicitors, law directors and prosecuting attorneys - This section is to be completed ONLY if the worker was performing services as a law solicitor, law director, prosecuting attorney, assistant law solicitor, assistant director or assistant prosecuting attorney. Otherwise, do not complete this form.

1. How was the worker paid?
   - ☐ Salary
   - ☐ Retainer
   - ☐ Hourly rate
   - ☐ Salary and hourly rate

   If applicable, please explain what work is paid on a retainer basis and/or what work is paid on an hourly basis. Attach a separate sheet if necessary: _____

2. Did the worker alone perform the services? ☐ Yes ☐ No

   Did other member's of the worker's law firm (e.g. attorneys, paralegals, secretaries) perform any duties related to this service? ☐ Yes ☐ No If "Yes," please explain: _____

   Who paid these members of the worker's law firm? _____

   Did other attorneys, other than members of the worker's law firm, perform these services? ☐ Yes ☐ No

   If "Yes," please explain: _____

Section 3 - Employer Certification - This section is to be completed by the public employer's fiscal officer or an employer contact on OPERS record as having signing authority for the employer. Forms certified by someone other than a fiscal officer or an employer contact on OPERS record as having signing authority will be returned for further certification.

Present Fiscal Officer or Authorized Signer

First Name: SHARON | MI: | Last Name: WILLIS

Department: FINANCE DEPARTMENT

Street or Mailing Address: 12011 STEFFENS AVENUE

City: LINCOLN HEIGHTS | State: OH | ZIP Code: 45215-

Work Phone Number: 513-733-5900

I hereby certify that the statements, as set forth in this document, are true and accurate as disclosed by records of this department.

Present Fiscal Officer or Authorized Signer

Signature: _____ Month: 09 Day: 17 Year: 2014

police, the police Lieutenant or the police sergeant. To be eldgible for the position of police investigator the employee shall have a minimum of (2) two years service within the police division.

PATROL OFFICER:

The patrol officer of the Lincoln Heights police division shall be under the direct supervision of the patrol sergeant and the patrol corporal while on official duty. Patrol officers are responsible for the health, safety and security of the businesses and residents of the Village of Lincoln Heights and all individuals that they have contact with when performing their official duties. Patrol officers shall work in a uniformed capacity while on duty unless a non-uniformed position is approved by supervision with the minimum rank of police sergeant. Patrol officers shall have classifications that are as follows, Full-time, part-time, temporary and auxiliary. All individuals hired as patrol officers shall be hired under the procedure that is written within this police. All road patrol officers shall be responsible to perform the duties below, but not limited to them;

1. Road patrol.
2. Building Checks.
3. Traffic and minor misdameanor citation issuance.
4. Litter and nusiance violation enforcement.
5. Writing and completion of division reports.
6. Arrest and apprehension of offenders.
7. Court attendance.
8. Warrant and capias service.
9. Minor station maintenance and reporting defects.
10. Minor vehicle maintenance and reporting defects.
11. Adhering to police division police and procedure.
12. Assist with crime prevention.
13. Community oriented policing activities.
14. Attending required and assigned meetings and assigned training.
15. Follow directives of supervisors.
16. Work assigned shifts.
17. Provide incident reports to supervisor.

The road patrol officers shall follow all assigned tasks given to them by a supervisor. In the absence of a ranked supervisor the highest ranking member with seniority shall be in charge of the shift. In the event of a emergency preparedness or emergency managment situation, road patrol officers shall be responsible to the field supervisors for duty. Road patrol officers can be placed into non-uniformed details by the Chief of Police for specific events or investigations.

VILLAGE OF LINCOLN HEIGHTS POLICE DIVISION

From the desk of

A/Chief of Police, DeAngelo Sumler

1201 Steffens Ave., Lincoln Heights, Ohio 45215 • Phone: (513) -733-5255 • Fax: (513) -733-4008

Email – Ddsumler@lincolnheightsohio.org

TEMPORARY EMPLOYMENT AGREEMENT

Occasions arise when the Village of Lincoln Heights, Police Division is in need of temporary personnel to fill full-time employees vacancies that may occur for various reasons. The Police Division will employ temporary personnel on an as needed basis, for specific times and shifts with the approval of the Village Manager. When these personnel vacancies need to be filled on a temporary basis, the personnel that are selected to work by the Chief of Police shall agree to and adhere to the below listed guidelines as a condition of employment;

A. **Temporary personnel will work for a fixed hourly rate of $ 12 Dollars per hour for the hours that they are required to work.**

B. **Temporary personnel shall not be paid at the rate of time and one half for hours worked.**

C. **The Village of Lincoln Heights shall not provide benefits for the personnel.**

D. **Personnel shall complete a time sheet for pay and they will be paid on the same dates as full-time employees of the Village of Lincoln Heights**

E. **Personnel will be required to work the shifts, days and hours that are specified by the Lincoln Heights Police Division.**

F. **Personnel will be responsible for their own uniforms and equipment unless otherwise specified by the Chief of Police.**

G. **Personnel agreement for employment can be terminated with (48) hours notice.**

H. **A separate personnel agreement must be signed after each consecutive (90) ninety-day work period.**

I. **Personnel hired to work temporary positions shall not consider a temporary personnel appointment as a consideration into a full-time employee position. All temporary employees hired if interested shall proceed through the police division hiring process if interested in full-time employment.**

J. **Temporary personnel are responsible and shall follow all policies, procedures, rules and regulations of the Lincoln Heights Police Division.**

These guidelines are subject to change by the Chief of Police as deemed necessary.

I, Michael Lowe **do agree to accept the temporary position and agree to the**
(PRINT NAME)
conditions of my temporary position with the Lincoln Heights Police Division. I am aware that the Police Division or I, can terminate this agreement at anytime that they/I wish with a (48) forty-eight hour prior notice.

Temporary Personnel: _____ **Date:** 6-25-08

Chief of Police: _____ **Date:** 6/25/08

Village Manager: _____ **Date:** 6-25-08

Village of Lincoln Heights

To: Police Officers:
Michael Lowe
Steven Maddox
Antwan Sparks
Onam Williams

From: Sharon Willis
Acting Finance Director

COPY

Date: December 28, 2012

Re: Classification Status

This memo is to inform you that effective Jan 1, 2013 your Classification Status will change to Part-Time. Please complete the attached forms necessary for payroll deductions required, and return to the Finance Department by Monday December 31, 2012. You will also need to be re-entered in the handpunch system on Monday December 31, 2012 with a new identification number, if you do not see Sharon by 5:00pm, then you will not be able to utilize the handpunch system because the old identification will be deleted on that day.

Also you or not eligible for Ohio Police & Fire Pension, therefore you will be enrolled in Public Employees Retirement System you will be receiving the necessary forms in the mail to complete. The rate is 10% of your gross wages. Any questions please feel free to ask.

Thanking you in advance for your cooperation.

1201 Steffens Avenue
Lincoln Heights, Ohio 45215
Phone: (513) 733-5900
Fax: (513) 733-4190

VILLAGE OF LINCOLN HEIGHTS

JOHN KEY, MAYOR

POLICE DEPARTMENT*KEVIN R. COREY, POLICE CHIEF

TO: Sharon Willis
Acting Finance Director

FROM: Chief Kevin R. Corey
Village of Lincoln Heights

DATE: November 8, 2012

REFERENCE: Temporary Contract Police Officer Appointment

Please be advised that Officer Michael Lowe will be hired as a Temporary Contract Police Officer effective November 13, 2012 by the Lincoln Heights Police Department.

The approval for the appointment as a Temporary "Contract Police Officer" is to fulfill manpower needs. Officer Lowe's pay will be $12.00 per hour.

Signature Chief Kevin R. Corey

Signature Officer Michael Lowe

Date 11/8/12

Date

Signature
Stephanie Summerow Dumas, Village Manager

11/8/12
Date

Date

PROFESSIONALISM*TRUST* INTEGRITY
1201 Steffens Ave, Lincoln Heights, Ohio 45215
PHONE (513) 733-5255 * FAX (513) 733-4008

VILLAGE OF LINCOLN HEIGHTS

JOHN KEY, MAYOR

POLICE DEPARTMENT*KEVIN R. COREY, POLICE CHIEF

TO: **Sharon Willis**
Acting Finance Director

FROM: **Chief Kevin R. Corey**
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Signature Chief Kevin R. Corey
Chief Kevin R. Corey

Signature
Officer Michael Lowe

Date 11/8/12

Date

Signature
Stephanie Summerow Dumas, Village Manager

11/8/12
Date

Date

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VILLAGE OF LINCOLN HEIGHTS
JOHN KEY, MAYOR
POLICE DEPARTMENT*KEVIN R. COREY, POLICE CHIEF

TO: Sharon Willis
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Signature Chief Kevin R. Corey — Signature Officer Michael Lowe

Date 11/8/12 — Date

Signature
Stephanie Summerow Dumas, Village Manager

11/8/12
Date — Date

PROFESSIONALISM*TRUST* INTEGRITY
1201 Steffens Ave, Lincoln Heights, Ohio 45215
PHONE (513) 733-5255 * FAX (513) 733-4008

VILLAGE OF LINCOLN HEIGHTS POLICE DIVISION

From the desk of

A/Chief of Police, DeAngelo Sumler

1201 Steffens Ave., Lincoln Heights, Ohio 45215 • Phone: (513) -733-5256 • Fax: (513) -733-4008

Email – Ddsumler@lincolnheightsohio.org

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These guidelines are subject to change by the Chief of Police as deemed necessary.

I, Michael Lowe **do agree to accept the temporary position and agree to the**
(PRINT NAME)
conditions of my temporary position with the Lincoln Heights Police Division. I am aware that the Police Division or I, can terminate this agreement at anytime that they/I wish with a (48) forty-eight hour prior notice.

Temporary Personnel: _____ **Date:** 6-25-08

Chief of Police: _____ **Date:** 6/25/08

Village Manager _____ **Date:** 6-25-08

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
VILLAGE OF LINCOLN HEIGHTS (513)733-5900 1201 STEFFENS AVE CINCINNATI OH 45215	$	2010	
18/003/2010/4/01869 / /000140	2 Royalties $	Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy C For Payer
PAYER'S federal identification number 31-6001056	RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $
RECIPIENT'S name MICHAEL LOWE		7 Nonemployee compensation $ 16745.00	8 Substitute payments in lieu of dividends or interest $
Street address (including apt. no.) [redacted]		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $
City, state, and ZIP code [redacted]		11 [redacted]	12 [redacted]
Account number (see instructions) 0001-401B/G03	2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $	17 State/Payer's state no. OH51-1681250
			18 State income $

For Privacy Act and Paperwork Reduction Act Notice, see the 2010 General Instructions for Certain Information Returns.

Form 1099-MISC Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	
VILLAGE OF LINCOLN HEIGHTS (513)733-5300 1201 STEFFENS AVE CINCINNATI OH 45215	$	2011	Miscellaneous Income
	2 Royalties $	Form 1099-MISC	
CLEV/G03/2011/4/01367 / /000140	3 Other income $	4 Federal income tax withheld $	
PAYER'S federal identification number 31-6001065 / RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	Copy C For Payer
RECIPIENT'S name MICHAEL LONG	7 Nonemployee compensation $ 11675.00	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2011 General Instructions for Certain Information Returns.
Street address (including apt. no.) / City, state, and ZIP code	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
	11	12	
Account number (see instructions) 000140CLEV/G03 / 2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no. 0451-1601850	18 State income $ $

Form 1099-MISC Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. VILLAGE OF LINCOLN HEIGHTS 1201 STEPHENS AVE CINCINNATI OH 45215 (513)733-5900	1 Rents $	OMB No. 1545-0115 2012 Form 1099-MISC	Miscellaneous Income
	2 Royalties $		
CLEV/GD3/2012/1/91555 / /800140	3 Other income $	4 Federal income tax withheld $	Copy C For Payer
PAYER'S federal identification number 31-6001066	RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $
RECIPIENT'S name MICHAEL LOWE		7 Nonemployee compensation $ 1192.80	8 Substitute payments in lieu of dividends or interest $
Street address (including apt. no.) [redacted]		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ☐	10 Crop insurance proceeds $
City, state, and ZIP code [redacted]		11	12
Account number (see instructions) 080140CLEV/GD3	2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no. OH51-1601394	18 State income $ $

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

For Privacy Act and Paperwork Reduction Act Notice, see the 2012 General Instructions for Certain Information Returns.

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION IN CINCINNATI

STEVE R. MADDOX, ANTWAN L. SPARKS, on behalf of themselves and others similarly situated Plaintiffs, v. THE VILLAGE OF LINCOLN HEIGHTS, OHIO, 1201 Steffen Avenue Lincoln Heights, Ohio 45215 Defendant.	CIVIL ACTION NO.: 1:13-cv-889 JUDGE MAGISTRATE JUDGE JURY TRIAL DEMANDED

COLLECTIVE ACTION COMPLAINT WITH DEMAND FOR JURY TRIAL

Plaintiff Steve R. Maddox ("Plaintiff Maddox") and Plaintiff Antwan L. Sparks ("Plaintiff Sparks") (collectively "Plaintiffs"), on behalf of themselves and all others similarly situated, bring this lawsuit against Defendant entity The Village of Lincoln Heights, Ohio (the "Village"), seeking all available relief under the Fair Labor Standards Act of 1938 ("FLSA"), 29 U.S.C. §§ 201, *et seq.* Plaintiffs' FLSA claims are asserted as a collective action pursuant to 29 U.S.C. § 216(b). Further, Plaintiff Sparks brings a claim for retaliation under 29 U.S.C. § 215(a)(3).

The following allegations are based on personal knowledge as to Plaintiffs' own conduct and as to those similarly situated, and are made on information and belief as to the acts of others.

JURISDICTION AND VENUE

1. This Court has jurisdiction over Plaintiffs' FLSA claim pursuant to 28 U.S.C. § 1331.

2. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391 (b) and (d) because Defendant resides in this district and because a substantial part of the events giving rise to the claims occurred in this district.

PARTIES

3. Plaintiff Maddox is an individual residing in Cincinnati, Ohio (Hamilton County). Plaintiff Maddox is and has been employed by the Defendant as a police officer since approximately 2008. Plaintiff Maddox evidences his desire to file this action pursuant to 29 U.S.C. § 216(b) by filing his Notice of Consent. (See attached as Exhibit A)

4. Plaintiff Sparks is an individual residing in Cincinnati, Ohio (Hamilton County). Plaintiff Sparks is and has been employed by the Defendant as a police officer since approximately April 2012. Plaintiff Sparks evidences his desire to file this action pursuant to 29 U.S.C. § 216(b) by filing his Notice of Consent. (See Attached as Exhibit B)

5. Plaintiffs bring their FLSA claims on behalf of themselves and all persons who are similarly situated. All persons similarly situated to Plaintiffs ("Putative Class") include:

> **Any person who worked for the Defendant as an "independent contractor Police Officer", "Part-time Police Officer" and/or "temporary employee Police Officer" at any time during three (3) years prior to filing this Complaint and was not paid for all hours worked and/or not paid an overtime premium for hours worked in excess of 43 hours in a workweek.**

6. Defendant Village is duly organized under the State of Ohio, and is located at 1201 Steffen Avenue, Lincoln Heights, Ohio 45215 (Hamilton County). Service upon Defendant Village can be effectuated by serving Mayor John W. Key, Jr., pursuant to § 2.06 of the Village's Charter. A copy of the § 2.06 of the Village's Charter is attached hereto as Exhibit C.

FACTUAL ALLEGATIONS

7. During all times material to this Complaint, Defendant has been an employer of Plaintiffs, and those similarly situated, as contemplated by the FLSA, 29 U.S.C.A. § 203(d).

8. Defendant Village employed Plaintiffs, and others similarly situated, as police officers, within The Lincoln Heights Police Department (the "LHPD").

9. Defendant is not exempt under 29 U.S.C § 213(b)(20) from the requirements of the FLSA because at all relevant times, Defendant employed more than five police officers.

10. Defendant established by §37.40 of its Village Ordinance §37.40 a seven (7) day work period under 29 U.S.C. §207 (k) and is therefore required to pay its police officers overtime and a rate of one and a half times his/her regular rate for any hours worked in excess of 43 hours per workweek. (See as Attached as Exhibit D)

11. Plaintiffs and the Putative Class Members were "non-exempt" "employees" of Defendant as those terms are defined in the FLSA.

12. During all times relevant to this Complaint, Defendant regularly failed to pay Plaintiffs and members of the Putative Class for:

a. all court duty hours, such as travel time or hours of court attendance;

b. all of the time necessary to complete mandatory Daily Activity Logs; and,

c. all of the time associated with mandatory training and meetings.

13. Many times, the work described in Paragraph 14 (a-c) causes the work hours of Plaintiffs and members of the Putative Class to exceed 43 hours in a workweek.

INDEPENDENT CONTRACTOR PERIOD

14. At all relevant times and until approximately January 1, 2013, Defendant misclassified Plaintiffs and members of the Putative Class, as independent contractors.

("Independent Contractor Period") Defendant referred to Plaintiffs and members of the Putative Class as "independent contractors" and/or "independent contractor Police Officers" and/or "temporary personnel".

15. During the Independent Contractor Period, Defendant paid Plaintiffs and members of the Putative Class a straight hourly rate, regardless of the number of hours worked. Thus, Defendant did not pay Plaintiffs and members the Putative Class an overtime premium for any hours worked in excess of 43 hours in a workweek. In fact, Defendant's written agreement with Plaintiffs and members of the Putative Class specifically stated that the independent contractor "personnel shall not be paid at the rate of time and one half for hours worked." A copy of Plaintiff Maddox's Agreement is attached hereto as Exhibit E.

16. Plaintiffs and members of the Putative Class who worked for Defendant during the Independent Contractor Period were misclassified as independent contractors in that Defendant exercised significant control.

17. Plaintiffs and members of the Putative Class who worked for Defendant during the Independent Contractor Period were required by the Defendant:

a. to wear LHPD uniforms;

b. use LHPD equipment;

c. to report to work at times scheduled by the Defendant;

d. attend the Defendant's training and other meetings;

e. to work beats or posts assigned by one of the Defendant' supervisors; and,

f. to obtain permission before engaging in any other employment.

This list of examples is not exhaustive but meant for illustrative purposes only.

18. As a matter of economic reality, Plaintiffs and members the Putative Class were "non-exempt" "employees" as those terms are defined in the FLSA during the Independent Contractor Period.

19. In or around 2009, Plaintiff Maddox complained to his supervisors about not being paid for all hours worked, including overtime. Plaintiff Maddox was told that "contractors do not get overtime". This is consistent with the representation made by the Village as contained in Exhibit E.

POST IRS DETERMINATION PERIOD

20. In or around April 2012, Plaintiff Maddox submitted to the Internal Revenue Service ("IRS") form SS-8, Determination of Worker Status for Purposes of Federal Employment Taxes and Income Tax Withholdings (the "SS-8") for the time period of January 1, 2010 to December 31, 2011. A copy of the SS-8 Form is attached hereto as Exhibit F.

21. The SS-8 identified Defendant Village as the entity for whom work at issue was performed.

22. Upon information and belief, the IRS determined that Plaintiff Maddox was misclassified as an independent contractor and that he was an employee for tax purposes.

23. Because of the IRS determination, the Village now classifies its police officers as non-exempt employees ("Post IRS Determination Period").

24. During the Post IRS Determination Period, Defendant continued to deny Plaintiffs and members of the Putative Class pay for all hours worked, including overtime for hours worked in excess of 43 hours in a workweek.

COLLECTIVE ACTION ALLEGATIONS

25. Plaintiffs bring their FLSA claims as a collective action pursuant to 29 U.S.C. § 216(b) on behalf of all individuals who are similarly situated to Plaintiffs. (Putative Class)

26. Collective action treatment of Plaintiffs' and the Putative Class' FLSA claims is appropriate because Plaintiffs and the Putative Class have been subjected to the common practices and policies described in the above paragraphs and the success of their claims depends on the resolution of common issues of law and fact, including,

- Whether the Defendant misclassified Plaintiffs and the Putative Class Members as independent contractors prior to January 1, 2013, the Independent Contractor Period, and therefore failed to properly compensate the Plaintiffs and members of the Putative Class for all hours worked and for hours over 43 hours in a workweek, failure to pay overtime; and
- Whether, after January 1, 2013, the Post IRS Determination Period, Defendant failed to properly compensate Plaintiffs and the Putative Class Members for all hours worked and for hours over 43 hours in a workweek, failure to pay overtime.

Retaliation Against Plaintiff Sparks

27. In late October 2013, Plaintiff Sparks' complained to the Village regarding its wage and hour pay practices, among other things.

28. Undersigned counsel then made a public records request for wage and hour information directed to the Defendant on Plaintiff Sparks' behalf.

29. Subsequently, undersigned counsel informed the Village that it represented Plaintiffs Sparks with regard to alleged wage and hour violations, among other things.

30. Since early November 2013, Defendant, directly or through their agents, has engaged in retaliatory conduct against Plaintiff Sparks.

31. For example purposes only, Plaintiff Sparks was assigned to third shift even though it is known that he is unavailable to work third shift on a regular basis.

32. Additionally, Plaintiff Sparks was relieved of his police clerk duties for no reason.

33. Defendant's retaliatory conduct directly resulted in Plaintiff Sparks' constructive discharge.

34. Plaintiff Sparks' retaliation claim is relevant to the collective claims of the Plaintiffs and members of the Putative Class because Defendant retaliated against Plaintiff Sparks, in part, to have a "chilling effect" upon members of the Putative Class in an effort to prevent the Putative Class Members from exercising their rights under the FLSA.

COUNT I
(Alleging Failure to Pay for all Hours Worked and Failure to Pay the Legally Mandated Overtime Premium in Violation of the FLSA)

35. All previous paragraphs are incorporated as though fully set forth herein.

36. The FLSA requires that covered employees be compensated for every hour worked in a workweek. *See* 29 U.S.C. § 206(a)-(b).

37. The FLSA generally requires that covered employees receive overtime compensation "not less than one and one-half times" the employee's regular rate of pay for all hours worked over forty (40) in a workweek. *See* 29 U.S.C. § 207(a)(1).

38. Section 29 U.S.C. 207(k) provides a partial overtime exemption for public agencies engaged in law enforcement activities.

39. Section 37.40 of the Village Code provides that police officers "are entitled to one and one half hours of overtime compensation time for each hours worked over" forty-three (43) hours per week.

40. During all times material to this Complaint, Defendant was an employer covered by the FLSA and was required to comply with its mandates.

41. During all times material to this Complaint, Plaintiffs and the Putative Class were covered employees entitled to protection under the FLSA and were not exempt.

42. During all times material to this Complaint, Plaintiffs and the Putative Class were not volunteers and expected compensation for all hours worked.

43. During all times material to this complaint, Defendant violated the FLSA with respect to Plaintiffs and the Putative Class by failing to pay them for all hours worked, including the legally mandated overtime premium for all hours worked in excess of forty-three (43) in a work period based on a correct regular rate of pay.

44. In violating the FLSA, Defendant acted willfully and with reckless disregard of clearly applicable FLSA provisions.

COUNT II
(Alleging Unlawful Retaliation Under 29 U.S.C. § 215(a)(3))

45. All previous paragraphs are incorporated as though fully set forth herein.

46. Section 29 U.S.C. § 215(a)(3) makes it unlawful for any person to "discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act."

47. The anti-retaliatory protections of the FLSA apply whether complaints are verbal or written.

48. Defendant, directly or through its agents, changed the terms and conditions of Plaintiff Sparks' employment.

49. Defendant's conduct was primarily motivated by Plaintiff Sparks' wage and hour complaints and wage and hour public records requests made through undersigned counsel and was caused by Plaintiff Sparks exercising his legally protected statutory rights.

50. Defendant's retaliatory conduct has harmed and continues to harm Plaintiff Sparks. Such conduct includes, but is not limited to, removal of certain job duties without cause and conduct resulting in Plaintiff Sparks' constructive discharge.

51. Plaintiff Sparks' retaliation claim is relevant to the collective claims of Plaintiff Maddox and members of the Putative Class because Defendant retaliated against Plaintiff Sparks, in part, to have a "chilling effect" upon members of the Putative Class in an effort to prevent members of the Putative Class from exercising their rights under the FLSA.

52. In engaging in such retaliatory conducted, Defendant acted willfully and with reckless disregard of the FLSA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, pray for relief as follows:

1. Designation of this action as a collective action pursuant to § 216(b) on behalf of the Putative Class defined as:

> **Any person who worked for the Defendant as an "independent contractor Police Officer", "Part-time Police Officer" and/or "temporary employee Police Officer" at any time during three (3) years prior to filing this Complaint and was not paid for all hours worked and/or not paid an overtime premium for hours worked in excess of 43 hours in a workweek.**

2. Prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to the Putative Class, apprising them of the pendency of this action, and permitting them to assert timely FLSA pursuant to 29 U.S.C. § 216(b);

3. Compensatory and back pay damages to the fullest extent permitted under federal;

4. Liquidated damages to the fullest extent permitted under federal;

5. Litigation costs, expenses and attorneys' fees to the full extent permitted under federal law;

6. All equitable relief necessary to undue the "chilling effect" cause by Defendant's retaliation against Plaintiff Sparks; and

7. Such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury of claims so triable.

/s/Robert E. DeRose
Robert E. DeRose

Dated: December 4, 2013

Respectfully,

/s/ Robert E. DeRose

Robert E. DeRose (0055214)
Robi J. Baishnab (0086195)
Melissa J. Peters (0089104)
BARKAN MEIZLISH HANDELMAN GOODIN DEROSE WENTZ, LLP
250 E. Broad St., 10th Floor
Columbus, Ohio 43215
Telephone: (614) 221-4221
Facsimile: (614) 744-2300
Email: bderose@barkanmeizlish.com
rbaishnab@barkanmeizlish.com
mpeters@barkanmeizlish.com

/s/ Hans A. Nilges
Hans A. Nilges (0076017)
Shannon M. Draher (0074304)
MORROW & MEYER, LLC
6269 Frank Avenue NW
North Canton, Ohio 44720
Telephone: (330) 433-6000
Facsimile: (330) 433-6993
Email: hnilges@morrowmeyer.com
sdraher@morrowmeyer.com

Counsel for Plaintiffs

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS
STEVE R. MADDOX, ANTWAN L. SPARKS, on behalf of themselves and others similarly situated

DEFENDANTS
THE VILLAGE OF LINCOLN HEIGHTS, OHIO, 1201 Steffen Ave, Lincoln Heights, Ohio 45215

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant HAMILTON COUNTY
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Robert E. DeRose, Esq., BARKAN MEIZLISH HANDELMAN GOODIN DEROSE WENTZ, LLP, 250 E. Broad St., 10th Fl., Columbus, Ohio 43215, 614-221-4221

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only)*

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated or Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated and Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☒ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District *(specify)*
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
Fair Labor Standards Act of 1938 ("FLSA"), 29 U.S.C. §§ 201, et seq

Brief description of cause:
Collective FLSA action (29 USC § 216(b)) for unpaid wages and overtime, and retaliation (29 USC § 215(a)(3)).

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND $
CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY *(See instructions)*:
JUDGE _____ DOCKET NUMBER _____

DATE
12/04/2013

SIGNATURE OF ATTORNEY OF RECORD
/s/ Robert E. DeRose

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. **Origin.** Place an "X" in one of the six boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

STEVE R. MADDOX, ANTWAN L. SPARKS, on behalf of themselves and others similarly situated *Plaintiff(s)*	)	
v.	)	Civil Action No. 1:13-cv-889
THE VILLAGE OF LINCOLN HEIGHTS, OHIO, 1201 Steffen Avenue Lincoln Heights, Ohio 43215 *Defendant(s)*	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* THE VILLAGE OF LINCOLN HEIGHTS, OHIO
c/o Mayor John W. Key, Jr.
1201 Steffen Avenue
Lincoln Heights, Ohio 45215

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: ROBERT E. DEROSE
BARKAN MEIZLISH HANDELMAN GOODIN DEROSE WENTZ, LLP
250 E. BROAD STREET, 10TH FLOOR
COLUMBUS, OH 43215

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 1:13-cv-889

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____, a person of suitable age and discretion who resides there,

on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*:

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Exhibit A

CONSENT TO JOIN AND PARTICIPATE AS PARTY PLAINTIFF

I hereby give my consent to be a party plaintiff in this case, and agree to be bound by any settlement or judgment of the Court in this action. I understand that this lawsuit, *Steve R. Maddox and Antwan L. Sparks, et al. v. The Village of Lincoln Heights, Ohio, et al.*, is being filed to recover alleged unpaid wages, including overtime compensation, and other damages and relief available under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, in addition to claims under applicable Ohio law. This written Consent is intended to serve as my consent in writing to join in this lawsuit and become a party plaintiff as required by 29 U.S.C. § 216(b).

Date: 12-4-2013

Steve Maddox
SIGNATURE

Steve Maddox
NAME (Please Print Clearly)

Exhibit B

CONSENT TO JOIN AND PARTICIPATE AS PARTY PLAINTIFF

I hereby give my consent to be a party plaintiff in this case, and agree to be bound by any settlement or judgment of the Court in this action. I understand that this lawsuit, *Steve R. Maddox and Antwan L. Sparks, et al. v. The Village of Lincoln Heights, Ohio, et al.*, is being filed to recover alleged unpaid wages, including overtime compensation, and other damages and relief available under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, in addition to claims under applicable Ohio law. This written Consent is intended to serve as my consent in writing to join in this lawsuit and become a party plaintiff as required by 29 U.S.C. § 216(b).

Date: November 30, 2013

Antwan L. Sparks
SIGNATURE

Antwan L. Sparks
NAME (Please Print Clearly)

Exhibit C

Lincoln Heights, OH Code of Ordinances

Section 2.06 THE MAYOR.

As provided in Section 2.04, Council shall elect one of its members to serve as Mayor and another as Vice Mayor.

The Mayor shall preside at Council meetings and shall have no power of veto. He/she is obligated to sign all legislation passed by Council. He/she shall be the ceremonial and representative head of the Municipality, but shall exercise no administrative power except as otherwise provided in the Charter. He/she shall be recognized as the official head of the Municipality for military purposes and by the Courts for the purposes of serving civil process, and Mayor's Court.

He/she shall have judicial authority and other related powers and privileges under the Constitution and General Laws of Ohio.

The Mayor shall perform all other duties prescribed for him/her by ordinance or resolution of Council, not inconsistent with the provisions of this Charter.

The Vice Mayor shall perform the Mayor's duties when the Mayor is absent or incapacitated.

(Adopted by electorate, May 4, 1993)

Exhibit D

later than [illegible] for adequate coverage of office and telephone.

(C) A 15-minute rest period, twice a day (morning and afternoon) may be taken at a scheduled or nonscheduled time, provided that adequate coverage of telephones is arranged.

(D) Part-time employees shall work in accordance with prearranged schedules.

(E) An employee who is absent from work and whose absence is not chargeable to vacation, sick leave, or optional leave, may at the discretion of his or her supervisor, make up the time lost by working at times other than regular working hours, unless a temporary employee has been hired or funds spent to replace the absentee.

(F) The hours and working conditions for auxiliary police members will be as follows.

(1) All auxiliary police members shall work no less than 40 hours per month to maintain their status as active members.

(2) All auxiliary police members shall submit to the senior administrative auxiliary police officer on or before the twenty-sixth day of each month, a schedule of their availability for work. Upon receipt of this information, the senior administrative auxiliary police officer will schedule such auxiliary police officer for 20 hours of duty, and such officer will be permitted to sign for 20 hours for a total of 40 minimum hours of duty. Such officer may arrange with the senior administrative auxiliary police officer to sign for additional hours of duty.

(3) Changes in the work schedule of an auxiliary police officer can only be made by the supervisory auxiliary police officer.

(4) Auxiliary police officers are required to complete a time sheet for all hours worked and submit it to the senior administrative auxiliary police officer on the regularly scheduled village payroll periods.

(1995 Code, § 37.37) (Ord. 75-53, passed 6-9-1975; Am. Ord. 96-O-28, passed 9-9-1996)

§ 37.38 SALARIES.

(A) Each employee is paid on a two-week basis. The village pay period commences on Saturday and ends on Friday, with the pay day occurring biweekly. Employees are paid not later than 12:00 noon.

(B) Should a payday coincide with a nonscheduled working day, paychecks will be distributed on the preceding working day not later than 12:00 noon.

(C) The village's policy is that there will be no advances made on payroll except in case of emergency, with the exception of vacation pay which will be paid the Friday preceding the vacation period.

(D) All payroll checks that remain undistributed, due to an employee's absence at the end of the various pay periods, should be returned to the finance office for safekeeping.

(1995 Code, § 37.38) (Ord. 75-53, passed 6-9-1975)

§ 37.39 TIME CARD AND TIME SHEETS.

The following village employees will use time cards or time sheets to be filled in by pen or by use of the time clock:

(A) Police Department, except the Chief of Police; and

(B) Any other employee as designated by the Village Manager.

(1995 Code, § 37.39) (Ord. 75-53, passed 6-9-1975; Am. Ord. 99-O-31, passed 7-12-1999)

§ 37.40 OVERTIME COMPENSATION AND COMPENSATORY TIME OFF.

(A) All employees in nonexempt service as defined in Article VIII, Lincoln Heights Charter are entitled to overtime compensation when earned.

(B) Overtime commences after regular employees have worked 40 hours per week and after police officers have worked 43 hours per week.

(C) Nonexempt employees are entitled to one and one half hours of overtime compensation time for each hour worked over the number of hours set forth in division (B) above.

(D) Instead of overtime compensation, an employee may choose to take compensatory time off.

(E) Compensatory time is based upon actual time worked and does not include personal leave, sick leave, vacation leave or any other leave of absence.

(F) For all staff except police, compensatory time must be used within 60 days of being earned. A maximum of 25 compensatory time hours or 25 overtime hours may be accrued before the employee must take compensatory time off or be paid overtime compensation. Any decision by the manager to approve hours above the 25 hours or carried over beyond 60 days should be brought before Council.

(G) Unused compensatory time shall be payable to the employee upon separation from village service.

§ 37.41 USE OF VILLAGE VEHICLES.

(A) No vehicle belonging to the village may be used by any person without permission from the Village Manager.

(B) No vehicle belonging to the village may leave the legal boundaries of the village unless:

(1) A trip ticket has been secured from the Village Manager's office date stamped noting destination, nature of business, and mileage on odometer;

(2) For clarification, no person may use any village-owned vehicles for personal uses such as going to the store or picking anyone up for work; and

(3) The only exception to this rule shall be for the Police Department. They may leave the village for official business and must notify the dispatcher before leaving and on return. Also the police may leave the village to purchase carry-out lunch. However, they may not stay away from the village for more than ½ hour and must log in and out with the dispatcher, local or county.

(C) The Fire Chief's car is a business vehicle and shall be used only for business and by the Fire Chief. The Fire Chief may designate some other firefighter to operate the vehicle for business purposes only.

(D) Immediate disciplinary action shall be administered by the Village Manager toward any and all violators of this section.

(1995 Code, § 37.41) (Ord. 80-O-28, passed 5-12-1980; Am. Ord. 80-O-35, passed 6-23-1980)

§ 37.42 ALCOHOL AND DRUG TESTING POLICY.

(A) *Purpose.* The Village Manager will enforce a drug and alcohol abuse/testing policy for all employees of the village. It is the intent of this policy to provide an alcohol-free, drug-free, safe working environment for all village employees. Employees of the village are expected to be in suitable mental and physical condition at work, to perform their jobs satisfactorily and to behave appropriately. The use of drugs, other than for medicinal purposes interferes with such expectations and will not be tolerated. The purpose of this policy is to provide consistent and relevant guidelines for all employees regarding alcohol and other drug-use situations.

(B) *Policy.*

(1) The possession, transfer, sale, use of or impairment caused by alcohol and drugs, legal or illegal, during work hours or meal breaks, whether on or off municipal property, will be controlled by the procedures specified in this policy. Violations of this policy will result in discipline, including termination of employment or pursuing legal prosecution. Substances included are all forms of alcohol, narcotics, depressants, stimulants, hallucinogens and marijuana, and any other substance that affects behavior.

(2) Excluded from this prohibition is the use of drugs for medical purposes. When prescribed or over-the-counter drugs may affect behavior and performance, employees are encouraged to advise their supervisor that they are taking such drugs for medical reasons, and medical evaluation may be required. An employee is obligated to advise his or her immediate supervisor of any job restrictions or limitations known by the employee to be associated with the use of the medication involved. Where such use of drugs adversely affects job performance, it is in the best interest of the employee, co-workers and municipality that the employee be relieved of his or her duties and placed on sick leave.

(C) *Procedures.*

(1) Prospective employees may be required to submit to drug and alcohol screening tests.

(2) Use of village property, including but not limited to lockers, vehicles, desks and any other property by an employee is conditioned upon the right of the Village Manager or his or her designated representative to search such village property for drugs, alcohol, firearms, or other improper materials.

(3) When the Village Manager has a reasonable suspicion that there is a violation by an employee of the drug and alcohol policy, the Village Manager or his or her designated representative may search the village property or personal property in the possession of such employee.

(4) Among the circumstances that may provide "reasonable" suspicion are:

(a) The inability of an employee to perform his or her assigned duties;

(b) Reduced productivity in work by a village employee;

(c) An accident resulting in on-duty injury to the employee or a co-worker;

(d) A high or unusual pattern of absenteeism;

Exhibit E

VILLAGE OF LINCOLN HEIGHTS POLICE DIVISION
From the desk of
A/Chief of Police, DeAngelo Sumler
1201 Steffens Ave., Lincoln Heights, Ohio 45215 • Phone: (513) -[illegible]-6255 • Fax: (513) -733-4008
Email – Ddsumler@lincoln[illegible]

TEMPORARY EMPLOYMENT AGREEMENT

Occasions arise when the Village of Lincoln Heights, Police Division is in need of temporary personnel to fill full-time employees vacancies that may occur for various reasons. The Police Division will employ temporary personnel on an as needed basis, for specific times and shifts with the approval of the Village Manager. When these personnel vacancies need to be filled on a temporary basis, the personnel that are selected to work by the Chief of Police shall agree to and adhere to the below listed guidelines as a condition of employment:

A. **Temporary personnel will work for a fixed hourly rate of $ 12.00 per hour for the hours that they are required to work.**
B. **Temporary personnel shall not be paid at the rate of time and one half for hours worked.**
C. **The Village of Lincoln Heights shall not provide benefits for the personnel.**
D. **Personnel shall complete a time sheet for pay and they will be paid on the same dates as full-time employees of the Village of Lincoln Heights**
E. **Personnel will be required to work the shifts, days and hours that are specified by the Lincoln Heights Police Division.**
F. **Personnel will be responsible for their own uniforms and equipment unless otherwise specified by the Chief of Police.**
G. **Personnel agreement for employment can be terminated with (48) hours notice.**
H. **A separate personnel agreement must be signed after each consecutive (90) ninety-day work period.**
I. **Personnel hired to work temporary positions shall not consider a temporary personnel appointment as a consideration into a full-time employee position. All temporary employees hired if interested shall proceed through the police division hiring process if interested in full-time employment.**
J. **Temporary personnel are responsible and shall follow all policies, procedures, rules and regulations of the Lincoln Heights Police Division.**

These guidelines are subject to change by the Chief of Police as deemed necessary.

I, Steven Mcaldon (PRINT NAME) do agree to accept the temporary position and agree to the conditions of my temporary position with the Lincoln Heights Police Division. I am aware that the Police Division or I, can terminate this agreement at anytime that they/I wish with a (48) forty-eight hour prior notice.

Temporary Personnel: [signature] **Date:** 7.8.08

Chief of Police: [signature] **Date:** 7/8/08

Village Manager: [signature] **Date:** _____

Exhibit F

Form **SS-8**

(Rev. August 2011)

Department of the Treasury
Internal Revenue Service

Determination of Worker Status for Purposes of Federal Employment Taxes and Income Tax Withholding

OMB. No. 1545-0004

For IRS Use Only:
Case Number:

Earliest Receipt Date:

Name of firm (or person) for whom the worker performed services Village of Lincoln Heights	Worker's name Steve Maddox
Firm's mailing address (include street address, apt. or suite no., city, state, and ZIP code) 1201 STEFFENS AVE CINCINNATI, OH 45215	Worker's mailing address (include street address, apt. or suite no., city, state, and ZIP code) REDACTED
Trade name N/A	Firm's email address
Worker's daytime telephone number REDACTED	Worker's email address REDACTED
Firm's fax number 513-733-4008	Firm's website VILLAGEOFLINCOLN.ORG
Worker's alternate telephone number REDACTED	Worker's fax number N/A
Firm's telephone number (include area code) 513-733-5900	Firm's employer identification number
Worker's social security number	Worker's employer identification number (if any)

Note. If the worker is paid for these services by a firm other than the one listed on this form, enter the name, address, and employer identification number of the payer. ▶

Disclosure of Information

The information provided on Form SS-8 may be disclosed to the firm, worker, or payer named above to assist the IRS in the determination process. For example, if you are a worker, we may disclose the information you provide on Form SS-8 to the firm or payer named above. The information can only be disclosed to assist with the determination process. If you provide incomplete information, we may not be able to process your request. See *Privacy Act and Paperwork Reduction Act Notice* on page 6 for more information. **If you do not want this information disclosed to other parties, do not file Form SS-8.**

Parts I-V. All filers of Form SS-8 must complete all questions in Parts I-IV. Part V must be completed if the worker provides a service directly to customers or is a salesperson. If you cannot answer a question, enter "Unknown" or "Does not apply." If you need more space for a question, attach another sheet with the part and question number clearly identified. Write your firm's name (or workers' name) and employer identification number (or social security number) at the top of each additional sheet attached to this form.

Part I General Information

1 This form is being completed by: ☐ Firm ☑ Worker; for services performed 1/1/2010 (beginning date) to 12/31/2011 (ending date).

2 Explain your reason(s) for filing this form (for example, you received a bill from the IRS, you believe you erroneously received a Form 1099 or Form W-2, you are unable to get worker's compensation benefits, or you were audited or are being audited by the IRS).
RECEIVED 1099-MISC AND FEEL I'M AN EMPLOYEE AND SHOULD BE RECEIVING W-2

3 Total number of workers who performed or are performing the same or similar services: 010

4 How did the worker obtain the job? ☑ Application ☐ Bid ☐ Employment Agency ☐ Other (specify)

5 **Attach copies of all supporting documentation (for example, contracts, invoices, memos, Forms W-2 or Forms 1099-MISC issued or received, IRS closing agreements or IRS rulings).** In addition, please inform us of any current or past litigation concerning the worker's status. If no income reporting forms (Form 1099-MISC or W-2) were furnished to the worker, enter the amount of income earned for the year(s) at issue $
If both Form W-2 and Form 1099-MISC were issued or received, explain why. N/A

6 Describe the firm's business. POLICE DEPARTMENT

Part I **General Information** (continued)

7 If the worker received pay from more than one entity because of an event such as the sale, merger, acquisition, or reorganization of the firm for whom the services are performed, provide the following: Name of the firm's previous owner: N/A

Previous owner's taxpayer identification number: N/A Change was a: ☐ Sale ☐ Merger ☐ Acquisition ☐ Reorganization ☐ Other (specify) N/A

Description of above change: N/A

Date of change (MM/DD/YY): N/A

8 Describe the work done by the worker and provide the worker's job title. (POLICE OFFICER): PATROL LINCOLN HEIGHTS AREA AND SURROUNDING JURISDICTIONS AS NEEDED, TRAFFIC ENFORCEMENT, RADIO RUNS, SEARCH WARRENTS, CRIMINAL APPREHENSION, CRIME PREVENTION, WORK DETAIL ASSIGNMENTS (LINCOLN HEIGHTS FESTIVAL MANDATORY)

9 Explain why you believe the worker is an employee or an independent contractor. (EMPLOYEE), MUST WEAR UNIFORM AND INSIGNIA, ATTEND MANDATORY MEETINGS AND TRAININGS, MUST RESPOND TO COURT NOTIFY, SCHEDULED WORK HOURS 11P-7A, PAID HOURLY WAGE AND RECEIVE BI-WEEKLY PAYCHECK, DRIVE POLICE CAR, PASS UNIFORM/GROOMING STANDARD.

10 Did the worker perform services for the firm in any capacity before providing the services that are the subject of this determination request?

☐ Yes ☑ No ☐ N/A

If "Yes," what were the dates of the prior service?

If "Yes," explain the differences, if any, between the current and prior service.

11 If the work is done under a written agreement between the firm and the worker, attach a copy (preferably signed by both parties). Describe the terms and conditions of the work arrangement. EMPLOYMENT CONTRACT

Part II **Behavioral Control** (Provide names and titles of specific individuals, if applicable.)

1 What specific training and/or instruction is the worker given by the firm? ANNUAL FIRE ARMS RECERTIFICATION, TASER TRAINING, RCIC TRAINING, OPOTA CERTIFIED, RECEIVE INSTRUCTION FROM SERGEANT AND POLICE CHEIF.

2 How does the worker receive work assignments? RADIO RUNS, DIRECTION OF SHIFT SERGEANT AND/OR CHEIF

3 Who determines the methods by which the assignments are performed? CHEIF/SERGEANT, POLICY & PROCEDURE MANUAL

4 Who is the worker required to contact if problems or complaints arise and who is responsible for their resolution? SHIFT SERGEANT, INTERNAL INVESTIGATIONS, CHEIF, (RESOLUTION) CHEIF

5 What types of reports are required from the worker? Attach examples. INCIDENT REPORTS, OFFENSE REPORTS, PROPERTY TAGGING, AUTO CRASH, ARREST REPORT, CORONER DEATH INVESTIGATION REPORT

6 Describe the worker's daily routine such as his or her schedule or hours. WORK 11P-7A, ATTEND BRIEFING AT BEGINNING OF SHIFT, PREP POLICE CAR, BEGIN PATROL

7 At what location(s) does the worker perform services (for example, firm's premises, own shop or office, home, customer's location)? Indicate the appropriate percentage of time the worker spends in each location, if more than one. LINCOLN HEIGHTS POLICE DEPARTMENT

8 Describe any meetings the worker is required to attend and any penalties for not attending (for example, sales meetings, monthly meetings, staff meetings). MANDATORY TRAININGS AND/OR MEETINGS. PENALTIES/DISPLINE DETERMINED BY SERGEANT AND/OR CHEIF.

9 Is the worker required to provide the services personally? . . . . . ☐ Yes ☐ No

10 If substitutes or helpers are needed, who hires them? N/A

11 If the worker hires the substitutes or helpers, is approval required? . . . . . ☐ Yes ☐ No

If "Yes," by whom? N/A

12 Who pays the substitutes or helpers?

13 Is the worker reimbursed if the worker pays the substitutes or helpers? . . . . . ☐ Yes ☐ No

If "Yes," by whom? N/A

Part III Financial Control (Provide names and titles of specific individuals, if applicable.)

1 List the supplies, equipment, materials, and property provided by each party:
The firm: POLICE CAR, RADIO, TASER, TACTICAL VEST, GUN BELT AND HOLSTER, BADGE AND INSIGNIA, HAT
The worker: GUN
Other party:

2 Does the worker lease equipment, space, or a facility? ☐ Yes ☑ No
If "Yes," what are the terms of the lease? (Attach a copy or explanatory statement.) N/A

3 What expenses are incurred by the worker in the performance of services for the firm? UNIFORM CLOTHING, BOOTS, COLD WEATHER GEAR, UNIFORM PANTS/SHIRT

4 Specify which, if any, expenses are reimbursed by:
The firm: NONE
Other party: NONE

5 Type of pay the worker receives: ☐ Salary ☐ Commission ☑ Hourly Wage ☐ Piece Work ☐ Lump Sum ☑ Other (specify) BI-WEEKLY PAY CHECK
If type of pay is commission, and the firm guarantees a minimum amount of pay, specify amount. $

6 Is the worker allowed a drawing account for advances? ☐ Yes ☑ No
If "Yes," how often?
Specify any restrictions.

7 Whom does the customer pay? ☑ Firm ☐ Worker
If worker, does the worker pay the total amount to the firm? ☐ Yes ☐ No If "No," explain.

8 Does the firm carry workers' compensation insurance on the worker? ☑ Yes ☐ No

9 What economic loss or financial risk, if any, can the worker incur beyond the normal loss of salary (for example, loss or damage of equipment, material)? NOT RECEIVING POLICE PENSION, MEDICAL/DENTAL INSURANCE

10 Does the worker establish the level of payment for the services provided or the products sold? ☐ Yes ☑ No
If "No," who does?

Part IV Relationship of the Worker and Firm

1 Please check the benefits available to the worker: ☐ Paid vacations ☐ Sick pay ☐ Paid holidays ☐ Personal days ☐ Pensions ☐ Insurance benefits ☐ Bonuses ☑ Other (specify) WORKERS' COMPENSATION

2 Can the relationship be terminated by either party without incurring liability or penalty? ☑ Yes ☐ No
If "No," explain your answer.

3 Did the worker perform similar services for others during the time period entered in Part I, line 1? ☐ Yes ☑ No
If "Yes," is the worker required to get approval from the firm? ☐ Yes ☐ No

4 Describe any agreements prohibiting competition between the worker and the firm while the worker is performing services or during any later period. Attach any available documentation. N/A

5 Is the worker a member of a union? ☐ Yes ☑ No

6 What type of advertising, if any, does the worker do (for example, a business listing in a directory or business cards)? Provide copies, if applicable. N/A

7 If the worker assembles or processes a product at home, who provides the materials and instructions or pattern?
N/A

8 What does the worker do with the finished product (for example, return it to the firm, provide it to another party, or sell it)?
N/A

9 How does the firm represent the worker to its customers (for example, employee, partner, representative, or contractor), and under whose business name does the worker perform these services? POLICE OFFICER (OFFICER MADDOX)

10 If the worker no longer performs services for the firm, how did the relationship end (for example, worker quit or was fired, job completed, contract ended, firm or worker went out of business)? N/A (CURRENTLY EMPLOYED)

Part V **For Service Providers or Salespersons.** Complete this part if the worker provided a service directly to customers or is a salesperson.

1 What are the worker's responsibilities in soliciting new customers?

2 Who provides the worker with leads to prospective customers?

3 Describe any reporting requirements pertaining to the leads.

4 What terms and conditions of sale, if any, are required by the firm?

5 Are orders submitted to and subject to approval by the firm? ☐ Yes ☐ No

6 Who determines the worker's territory?

7 Did the worker pay for the privilege of serving customers on the route or in the territory? ☐ Yes ☐ No

If "Yes," whom did the worker pay?

If "Yes," how much did the worker pay? $

8 Where does the worker sell the product (for example, in a home, retail establishment)?

9 List the product and/or services distributed by the worker (for example, meat, vegetables, fruit, bakery products, beverages, or laundry or dry cleaning services). If more than one type of product and/or service is distributed, specify the principal one.

10 Does the worker sell life insurance full time? ☐ Yes ☐ No

11 Does the worker sell other types of insurance for the firm? ☐ Yes ☐ No

If "Yes," enter the percentage of the worker's total working time spent in selling other types of insurance %

12 If the worker solicits orders from wholesalers, retailers, contractors, or operators of hotels, restaurants, or other similar establishments, enter the percentage of the worker's time spent in the solicitation %

13 Is the merchandise purchased by the customers for resale or use in their business operations? ☐ Yes ☐ No

Describe the merchandise and state whether it is equipment installed on the customers' premises.

Sign Here

Under penalties of perjury, I declare that I have examined this request, including accompanying documents, and to the best of my knowledge and belief, the facts presented are true, correct, and complete.

▶ Type or print name below signature. Title ▶ POLICE OFFICER Date ▶

STEVE MADDOX

T'Lisa Dent

From: T'Lisa Dent
Sent: Monday, September 08, 2014 10:00 AM
To: employeroutreach@opers.org
Cc: bderose@barkanmeizlish.com; hans@ohlaborlaw.com; dkd@santen-hughes.com; sdumas@vlho.org; swillis@vlho.org; Tyler Tarney
Subject: The Village of Lincoln Heights
Attachments: Complaint for Writ of Mandamus.pdf; Antwan Sparks.pdf; Steve Maddox.pdf; Henry Dawkins.pdf; Aaron Smith.pdf; Collective Action Complaint.pdf

SENT ON BEHALF OF PAT KASSON:

To whom it may concern:

This office represents the Village of Lincoln Heights in connection with two pending litigation matters, *Steven Maddox, et al v. The Village of Lincoln Heights* in the United States District Court for the Southern District of Ohio and the *State of Ohio ex rel., Steve Maddox, et al vs. The Village of Lincoln Heights, Ohio, et al.* in the Ohio Supreme Court, regarding various wage-and-hour and employee-benefit-related allegations.

The Village recently received a "Notice of Right and Request for Determination for OPERS Membership, Form PEDREQ" for Antwan Sparks, Steve Maddox, Henry Dawkins, and Aaron Smith, which requested information needed by OPERS to determine whether these individuals are entitled to OPERS credit.

We contacted the Employer Outreach Division of OPERS, via phone and email, requesting whether there were additional outstanding requests for other individuals, other than these four, and were told several times that the information cannot be provided.

We have enclosed the "Independent Contractor Employee Determination for Employer" forms for Sparks, Maddox, Dawkins, and Smith, as well as the additional documentation requested. As you will see, there were a few fields on these Forms, which we were not able to complete. For example, question 5 in Section 1 requests whether their contracts "specifically address[ed] the workers' rights to receive OPERS benefits." As reflected in the attached Temporary Employment Agreements, an express condition of their work relationship was that the Village "shall not provide benefits." But, this did not specifically mention OPERS-related benefits. Additionally, question 18 in Section 1 addresses whether they were entitled to sick leave, vacation, bonus, insurance, covered by workers compensation, covered by unemployment compensation, and other benefits. These issues are disputed and at issue in the pending litigation as reflected in the attached Complaints.

Should you have any questions or concerns, or if you need any additional information, please do not hesitate to let us know.

Pat

Website | vCard

T 614-232-2418
F 614-232-2410
M 614-738-0887
www.reminger.com

Patrick Kasson, Esq.
Reminger Co., LPA
PKasson@reminger.com

65 East State Street, 4th Floor
Capitol Square
Columbus, OH 43215

IN THE OHIO SUPREME COURT

State of Ohio ex rel. STEVE R. MADDOX[1], c/o Nilges Draher LLC 4580 Stephen Circle, N.W. Canton, Ohio	**CASE NO.** 14-1267
and	
State of Ohio ex rel. ANTWAN L. SPARKS, c/o Nilges Draher LLC 4580 Stephen Circle, N.W. Canton, Ohio	**ORIGINAL ACTION IN MANDAMUS**
and	
State of Ohio ex rel. VERNON JEFFERS c/o Nilges Draher LLC 4580 Stephen Circle, N.W. Canton, Ohio	**AFFIDAVIT ATTACHED PURSUANT TO S. CT. PRACT. R. 10.4(B)**
and	
State of Ohio ex rel. MICHAEL LOWE c/o Nilges Draher LLC 4580 Stephen Circle, N.W. Canton, Ohio	**JURY DEMAND ENDORSED HEREON**
and	
State of Ohio ex rel. AARON SMITH c/o Nilges Draher LLC 4580 Stephen Circle, N.W. Canton, Ohio	FILED JUL 24 2014 CLERK OF COURT SUPREME COURT OF OHIO
and	

[1] Plaintiffs are all current or former police officers. Thus, their personal home addresses are not used.

State of Ohio ex rel. ONAM WILLIAMS
c/o Nilges Draher LLC
4580 Stephen Circle, N.W.
Canton, Ohio
and

State of Ohio ex rel. ROGER REYNOLDS
c/o Nilges Draher LLC
4580 Stephen Circle, N.W.
Canton, Ohio

and

State of Ohio ex rel. HENRY DAWKINS
c/o Nilges Draher LLC
4580 Stephen Circle, N.W.
Canton, Ohio

and

State of Ohio ex rel. MONIQUA WHITE
c/o Nilges Draher LLC
4580 Stephen Circle, N.W.
Canton, Ohio

Relators,

v.

THE VILLAGE OF LINCOLN HEIGHTS, OHIO,
1201 Steffen Avenue
Lincoln Heights, Ohio 45215

and

MAYOR LAVERNE MITCHELL, *in his official capacity.*
1201 Steffen Avenue
Lincoln Heights, Ohio 45215

and

STEPHANIE SUMMEROW DUMAS, :
VILLAGE ADMINISTRATOR, *in her* :
official capacity. :
1201 Steffen Avenue :
Lincoln Heights, Ohio 45215 :
:
and :
:
:
COUNCILWOMAN DEBORAH SEAY, :
in her official capacity. :
1201 Steffen Avenue :
Lincoln Heights, Ohio 45215 :
:
and :
:
COUNCILMAN HAROLD STEWART :
in his official capacity. :
1201 Steffen Avenue :
Lincoln Heights, Ohio 45215 :
:
and :
:
COUNCILWOMAN SHARON WILLIS, :
in her official capacity. :
1201 Steffen Avenue :
Lincoln Heights, Ohio 45215 :
:
and :
:
AYRICA RAGLIN, CLERK OF :
COUNCIL, *in her official capacity.* :
1201 Steffen Avenue :
Lincoln Heights, Ohio 45215 :
:
and :
:
COUNCILMAN RICHARD HEADON, :
in his official capacity. :
1201 Steffen Avenue :
Lincoln Heights, Ohio 45215 :
:
and :
:
:
:

COUNCILWOMAN JETTA-CHILES, *in her official capacity.*
1201 Steffen Avenue
Lincoln Heights, Ohio 45215

and

COUNCILWOMAN STEVENSON *in her official capacity.*
1201 Steffen Avenue
Lincoln Heights, Ohio 45215

and

COUNCILMAN WILLIS, *in his official capacity.*
1201 Steffen Avenue
Lincoln Heights, Ohio 45215

Respondents.

VERIFIED ORIGINAL ACTION COMPLAINT FOR WRIT OF MANDAMUS WITH CLASS ACTION ALLEGATIONS

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Counsel for Relators

VERIFIED ORIGINAL ACTION COMPLAINT FOR A WRIT OF MANDAMUS WITH CLASS ACTION ALLEGATIONS

Relators Steve R. Maddox, Antwan L. Sparks, Vernon Jeffers, Michael Lowe, Aaron Smith, Onam Williams, Roger Reynolds, Henry Dawkins and Moniqua White (collectively the "Relators") seek, for themselves and all those similarly situated, a Writ of Mandamus compelling entity The Village of Lincoln Heights, Ohio (the "Village") to comply with various statutes and ordinances. Relators seek to represent the following classes pursuant to Ohio Rule of Civil Procedure 23:

- All Village employees misclassified as independent contractors from May 4, 1993, to the present (the "Misclassification Class");
- All Village employees who worked at least thirty (30) hours a week from February 10, 1997, through October 22, 2012, but were not provided fringe benefits (the "Fringe Benefits Class");
- All Village employees from December 4, 1973, to present who were not provided sick leave benefits and rights pursuant to R.C. 124.38 and R.C. 124.39 (the "Sick Leave Class"); and,
- All Village employees from January 1, 1976 to present who were not provided holiday pay (the "Holiday Pay Class").

JURISDICTION AND PARTIES

1. This Court has original jurisdiction to issue a Writ of Mandamus commanding the Village to take the requested actions pursuant Article IV, §2(B)(1)(b) of Ohio's Constitution, Supreme Court Rule X and R.C. 2731.02.

2. Relators are persons currently or formerly employed by the Village who worked at least thirty (30) hours per week, but were not provided medical and other benefits, paid sick leave or holiday pay and for whom the Village did not remit contributions to OPERS.

3. Respondent Village is duly organized under the State of Ohio, and is located at 1201 Steffen Avenue, Lincoln Heights, Ohio 45215 (Hamilton County). The Village has adopted a municipal charter.

4. Respondent Laverne Mitchell is the Mayor of the Village of Lincoln Heights, Ohio, and a member of Council. As Mayor, Respondent Mitchell presides over the meetings of the Village of Lincoln Heights City Council (the "Council"). He is obligated to sign all legislation passed by Council. As a member of Council, he is, among other things, responsible for adopting: (1) a personnel pay plan; (2) the annual tax budget and annual appropriation ordinance; and, (3) authorizing the issuance of bonds.

5. Respondent Stephanie Summerow Dumas, is the Manager of the Village of Lincoln Heights, Ohio. Pursuant to the Charter of the Village of Lincoln Heights, Ohio (the "Charter"), she is the Chief Administrative Officer of the municipality and executes the laws and ordinances of the Village of Lincoln Heights, Ohio. She is also responsible for preparing and submitting the annual budget to the Council.

6. Respondent Deborah Seay is a member of the Council of the Village of Lincoln Heights, Ohio. As a member of Council, she is, among other things, responsible for: (1) adopting a personnel pay plan; (2) adopting the annual tax budget and annual appropriation ordinance; and, (3) authorizing the issuance of bonds.

7. Respondent Harold Stewart is a member of the Council of the Village of Lincoln Heights, Ohio. As a member of Council, he is, among other things, responsible for: (1) adopting a personnel pay plan; (2) adopting the annual tax budget and annual appropriation ordinance; and, (3) authorizing the issuance of bonds.

8. Respondent Sharon Willis is the Director of Finance of the Village of Lincoln Heights, Ohio. Pursuant to the Charter, she shall control all disbursements authorized from the village treasury. She is required to countersign all bonds and notes issued by the village.

9. Respondent Ayrica Raglin is the Clerk of Council for the Village of Lincoln Heights, Ohio. As the Clerk of Council, she is the records custodian for the Village.

10. Respondent Richard Headon is, upon information and belief, the Vice-Mayor of the Village of Lincoln Heights, Ohio, and a member of Council. Pursuant to the Village's charter, he is responsible for performing the Mayor's duties when the Mayor is absent or incapacitated. As a member of Council, he is, among other things, responsible for: (1) adopting a personnel pay plan; (2) adopting the annual tax budget and annual appropriation ordinance; and, (3) authorizing the issuance of bonds.

11. Respondent Jetta-Chiles is a member of the Council of the Village of Lincoln Heights, Ohio. As a member of Council, she is, among other things, responsible for: (1) adopting a personnel pay plan; (2) adopting the annual tax budget and annual appropriation ordinance; and, (3) authorizing the issuance of bonds.

12. Respondent Stevenson is a member of the Council of the Village of Lincoln Heights, Ohio. As a member of Council, she is, among other things, responsible for: (1) adopting a personnel pay plan; (2) adopting the annual tax budget and annual appropriation ordinance; and, (3) authorizing the issuance of bonds.

13. Respondent Willis is a member of the Council of the Village of Lincoln Heights, Ohio. As a member of Council, he is, among other things, responsible for: (1) adopting a personnel pay plan; (2) adopting the annual tax budget and annual appropriation ordinance; and, (3) authorizing the issuance of bonds.

SPECIFIC FACTUAL ALLEGATIONS

The Village Misclassified Relators and Those Similarly Situated As Independent Contractors

14. Respondents misclassified the Relators, and those similarly situated, as "independent contractors" instead of bona fide employees. Respondents also referred to some of these "independent contractors" as "temporary employees". Such employees, including without limitation the Relators, constitute the "Misclassification Class".

15. Relators, and those similarly situated, were not independent contractors in that Respondents exercised significant control over Relators and others similarly situated. At all relevant times, they were under the direction and control of the Village and Respondents, used the Village's tools and equipment, and were subject to the Village's employment policies, among other things.

16. The Village failed to remit payments to Ohio Public Employment Retirement System ("OPERS") benefits for the Misclassification Class.

17. The Village has failed to provide OPERS with information required by OPERS to enroll the Misclassification Class members into OPERS, including but not limited to complete PED-1ER forms.

18. The Village failed to remit applicable employment taxes to the federal Internal Revenue Service ("IRS") for the Misclassification Class.

19. The Village failed to remit unemployment taxes to the State of Ohio for the Misclassification Class.

20. The Village failed to remit premium payments to the Ohio Bureau of Workers' Compensation ("BWC") for the Misclassification Class.

The Village Failed to Provide Fringe Benefits to Relators and Those Similarly Situated, Even Though They Worked Thirty Or More Hours Per Week

21. On or about February 10, 1997, Village Ordinance Nos. 33.03 and 37.21 became effective. The ordinances provided that all Village employees that worked at least thirty (30) hours a week "shall receive hospitalization, medical, dental, disability and death benefits".

22. The Ordinances were amended, effective October 22, 2012, so that such benefits now only apply to employees who worked thirty-seven and a half (37.5) hours per week.

23. Relators each worked an average of thirty (30) hours a week or more during the time period from February 10, 1997 and October 22, 2012.

24. Despite its clear legal obligation to do so, the Village failed to provide the Relators, and those similarly situated, with the fringe benefits required to be provided pursuant to Ordinance Nos. 33.03 and 37.21.

25. Relators and those similarly situated constitute the Fringe Benefits Class.

The Village Failed to Provide Relators and Those Similarly Situated Holiday Pay Pursuant to Ordinance No. 37.15

26. Village Ordinance No. 37.15 provides that, "[e]ffective January 1, 1976, all village employees shall...be granted a paid leave of absence" for ten recurring holidays, and, additionally, any day designated by the President of the United States, or the Governor of the State of Ohio as a holiday, day of mourning, or the like.

27. Per the ordinance, police officers receive a lump-sum payment for all holidays in December, but all other employees receive the pay in the pay period on which the holiday occurs.

28. The ten (10) recurring holidays are defined as: New Year's Day; Martin Luther King Day; Lincoln Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; and Christmas.

29. Regardless of its clear obligation to do so, the Village failed to provide the Relators, and those similarly situated, with holiday pay pursuant to Ord. No. 37.15.

30. Relators and those similarly situated constitute the Holiday Pay Class.

The Village Failed to Provide Relators and Those Similarly Situated Sick Leave Benefits Pursuant to R.C. 128.38 and R.C. 128.39

31. R.C. 124.38 mandates that all Village employees shall be permitted to accumulate paid sick leave, without limit, at a rate of 4.6 hours for every eighty hours of work.

32. Such sick leave may be taken for "personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to other employees, and illness, injury, or death in the employee's immediate family".

33. When a Village employee transfers to another public agency, the Village is required by R.C. 124.38 to transfer all accumulated sick leave to that public entity.

34. Pursuant to R.C. 124.39, the Village is required to pay employees with at least ten (10) years of service in cash for one-fourth (1/4) the value of all accumulated, but unused, sick leave.

35. The Village has failed to provide sick leave benefits and corresponding rights including, but not limited to, use, transfer and retirement rights, to the Relators and those similarly situated.

36. Relators and those similarly situated constitute the Sick Leave Class.

Class Action Allegations

37. Relators bring this action as a class action pursuant to the Ohio Rules of Civil Procedure 23 as representatives of: the Misclassification Class; the Fringe Benefits Class; the Sick Leave Class; and, the Holiday Pay Class.

38. Upon information and belief, each Class includes more than forty (40) persons and, as such, is so numerous that joinder of all class members is impracticable.

39. Relators are members of each Class, and their claims are typical of the claims of the other Class members.

40. Relators have no interests that are antagonistic to or in conflict with the interests of other Class members.

41. Relators will fairly and adequately represent the Class members and their interests.

42. Relators have retained competent and experienced counsel who will effectively represent the interest of the Classes.

43. Questions of law and fact are common within each Class, including whether various statutes and ordinances obligated the Village to remit certain payments to the Relators and the Class members, or take certain actions on behalf of the Relators and the Class members.

COUNT I
(The Misclassification Class)

44. All previous paragraphs are incorporated as though fully set forth herein.

45. Relators and the members of the Misclassification Class were classified as independent contractors, when, in fact, they were employees.

46. As a result of this misclassification, the Respondents failed to make payments they were obligated to make to OPERS, the State of Ohio, the BWC, and the IRS.

47. Respondents have a clear legal duty to make these payments, but have failed to do so.

48. Likewise, Respondents have a clear legal duty to provide information to OPERS, including, but not limited to, complete PED-1ER, so that the Misclassification Class may participate in OPERS.

49. The Misclassification Class has no adequate legal remedy which would allow them to compel the Village to make the required payments to OPERS, the State of Ohio, the BWC and the IRS.

50. Likewise, they have no legal remedy to compel the Village to provide the completed PED-1ER forms and other required information to OPERS.

51. Accordingly, the Misclassification Class is entitled to a Writ of Mandamus compelling the Village to comply with its legal obligations relating to OPERS, the IRS and the State of Ohio.

COUNT II
(The Fringe Benefits Class)

52. All previous paragraphs are incorporated as though fully set forth herein.

53. Respondents have a clear legal duty pursuant to Village Ordinance Nos. 33.03 and 37.21 to provide various fringe benefits to the Fringe Benefits Class from February 10, 1997, until October 22, 2012, but Respondents failed to do so.

54. The Fringe Benefits Class has no adequate legal remedy to recover damages resulting from the Respondents' failure to provide the benefits required pursuant to Ordinance Nos. 33.03 and 37.21.

55. The Ohio Supreme Court has recognized this fact and held that "[i]t is well-settled that a claim by a public employee for wages or benefits is actionable in mandamus." *State ex rel. Kabert v. Shaker Hts. City School Dist. Bd. of Edn.*, 78 Ohio St.3d 37 (1977).

56. Accordingly, the Fringe Benefits Class is entitled to a Writ of Mandamus compelling the Respondents to remit to the Fringe Benefits Class the value of the premiums that the employer would have paid had plaintiff continued working, as well as out-of-pocket medical expenses, and replacement premium payments.

COUNT III
(Holiday Pay Class)

57. All previous paragraphs are incorporated as though fully set forth herein.

58. The Respondents have a clear legal duty pursuant to Village Ordinance No. 37.15 to pay the Holiday Pay Class wages every year they were and are employed for ten (10) recurring holidays, and certain additional holidays, days of mourning, and the like, as determined by the President of the United States or the Governor of the State of Ohio.

59. Despite this clear legal duty, the Respondents have failed to provide this holiday pay.

60. The Holiday Pay Class has no adequate legal remedy to recover the owed holiday pay amounts. Accordingly, they are entitled to a Writ of Mandamus compelling the Respondents to remit all unpaid holiday pay to the Holiday Pay Class.

COUNT IV
(The Sick Leave Class)

61. All previous paragraphs are incorporated as though fully set forth herein.

62. The Respondents have a clear legal duty to provide the Sick Leave Class with the sick leave benefits and rights provided for in R.C. 124.38 and retirement cash out rights provided for in R.C. 124.39. Despite this clear legal duty, the Respondents have failed to provide such benefits and rights to the Sick Leave Class.

63. The Sick Leave class has no adequate legal remedy to obtain the rights and benefits provided for in R.C. 124.38 and R.C. 124.39. Thus, a Writ of Mandamus compelling the Respondents to provide such benefits and rights is appropriate.

PRAYER FOR RELIEF

WHEREFORE, Relators, on behalf of themselves and all others similarly situated, respectfully request the Court issue a Writ of Mandamus and/or an alternative writ of mandamus commanding the Respondents take all necessary actions to:

1. Pay the Sick Leave Class for the sick leave to which they are or were entitled under R.C. 124.38, but were not paid for from December 4, 1973, to the present;

2. Account for the sick leave the Sick Leave Class had a right to accrue pursuant to R.C. 124.38 from December 4, 1973, to the present;

3. Provide the sick leave benefits required by R.C. 124.38, including accumulation rights, to all Sick Leave Class members currently employed by the Village;

4. For all Sick Leave Class members currently employed by other public entities, transfer accrued, but unused, sick leave benefits earned pursuant to R.C. 124.38 to such public entities;

5. For all Sick Leave Class members that retired from the Village from December 4, 1973, provide payment in cash one-fourth (1/4) of the value of their accumulated but unused sick leave, as provided in R.C. 124.39;

6. Pay all Fringe Benefits Class members who worked at least an average of thirty (30) hours from February 10, 1997 through October 22, 2012, the monetary value of the fringe benefits to which they were entitled pursuant to Ord. Nos. 33.03 and 37.21, but were not provided;

7. Reimburse all Fringe Benefits Class members who worked at least an average of thirty (30) hours from February 10, 1997 through October 22, 2012, for insurance premium payments and out of pocket medical, dental and vision expenses;

8. Remit the employer and employee's portion of contributions to OPERS from May 4, 1993, to the present;

9. Provide all information required by OPERS to enroll the Misclassification Class members into OPERS, including but not limited to complete PED-1ER forms;

10. Report to the BWC that Misclassification Class members were employees and misclassified as independent contractors and remit all premiums due and owing to the Bureau of Workers' Compensation;

11. Report to the Ohio Department of Job and Family Services that the Misclassification Class members were employees and misclassified as independent contractors and remit all applicable tax payments due and owing to the State of Ohio;

12. Remit applicable payroll taxes the IRS due and owing as a result of the Village's misclassification of the Misclassification Class members as independent contractors; and,

13. Award Relators and said Class Members all other proper and appropriate relief including without limitation interest, costs and attorneys' fees (including without limitation payment from the common fund as appropriate) as may be provided by law and all else the Court deems just.

JURY DEMAND

Pursuant to R.C. 2731.11 Relators demand a trial by jury on all issues that may be so tried.

Dated: July 23, 2014

Respectfully,

Hans A. Nilges (0076017)
(COUNSEL OF RECORD)
Shannon M. Draher (0074304)
NILGES DRAHER LLC
4580 Stephen Circle, N.W.
Canton, Ohio 44718
Telephone: (330) 470-4428
Facsimile: (330) 754-1430
Email: hans@ohlaborlaw.com
sdraher@ohlaborlaw.com

Robert E. DeRose (0055214)
James Petroff, Esq. (00042476)
Robi J. Baishnab (0086195)
BARKAN MEIZLISH HANDELMAN

GOODIN DEROSE WENTZ, LLP
250 E. Broad St., 10th Floor
Columbus, Ohio 43215
Telephone: (614) 221-4221
Facsimile: (614) 744-2300
Email: bderose@barkanmeizlish.com
jpetroff@barkanmeizlish.com
rbaishnab@barkanmeizlish.com

Counsel for Relators

IN THE OHIO SUPREME COURT

State of Ohio ex rel. STEVE R. MADDOX et al,

Relators,

v.

AFFIDAVIT OF ANTWAN SPARKS

THE VILLAGE OF LINCOLN HEIGHTS, OHIO, et al.

Respondents.

STATE OF OHIO :

SS.

COUNTY OF HAMILTON :

Antwan Sparks, being first duly sworn, deposes and states as follows:

1. That I have direct and personal knowledge of each and every fact stated herein.

2. That I am competent to testify to the matters contained herein.

3. I have read the Complaint for Writ of Mandamus filed in this matter. The factual allegations contained therein are true and accurate.

Affiant further sayeth naught.

Antwan Sparks

SWORN TO before me and signed in my presence this 22nd day of July 2014.

NOTARY PUBLIC

JOSEPH R POWELL
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
March 20, 2017
Recorded in
Hamilton County

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642
1-800-222-PERS (7377) www.opers.org
OPERS

Independent Contractor/Employee Determination for Employer

(To be completed independently by the employer)

This form is used by OPERS to obtain information to determine whether a worker is a public employee for purposes of state retirement law. OPERS recognizes while questions in this form are asked in the past tense, you may be providing information on present service. Complete this form in its entirety, sign and date it, and submit it directly to OPERS at the above address. Any supporting documentation should accompany this form. The worker will complete and submit an Independent Contractor/Employee Determination for Worker (PED-1EE) that asks for similar information.

Section I - Worker Information

Social Security Number: 577 08 4535

First Name: Henry MI: Last Name: DAWKINS JR

This inquiry concerns service as:

Title or Position: POLICE OFFICER

Employer: VILLAGE OF LINCOLN HEIGHTS

From Month 06 Day 07 Year 2010 To Month 11 Day 20 Year 2012

Employer Contact - First Name: Conroy MI: B Last Name: CHANCE

Employer Contact - Work Phone Number: 513 733 5900

Employer Contact E-mail Address: CCHANCE@VIHO.ORG

Street or Mailing Address: 1201 STEVENS ST

City: LINCOLN HEIGHTS State: OH ZIP Code: 45215-

1. Is an Independent Contractor Acknowledgment (form PEDACKN) on file for this worker? ☐ Yes ☒ No
   If Yes, please attach acknowledgment and return with this form.

2. Does a public entity or a statute authorize this position? ☒ Yes ☐ No If "Yes," state the public entity or statute.
   VILLAGE OF LINCOLN HEIGHTS

3. At the time the worker performed services for the employer, did the worker perform the same or similar services for other public employers? ☐ Yes ☒ No, not to my knowledge

   If "Yes," list other public employer(s).

See next page

Section 1 - Worker Information continued

4. How were the compensation, rights, obligations, benefits, and responsibilities for this position established? Mark all that apply and attach copies. Copies must be attached for consideration in membership determination.

[X] Contract [ ] Ordinance [ ] Court Entry [ ] Charter
[ ] Statute [ ] Resolution [ ] Board Minutes [ ] Memorandum of Understanding
[X] Other Describe: policy

If worker is no longer performing this job, please provide the date services terminated. Month 11 Day 20 Year 2012

5. Did the above specifically address the worker's right to receive OPERS benefits? [ ] Yes [ ] No

6. Was the worker required to have a set schedule? [X] Yes [ ] No

Please describe how worker's schedule was set: Officer Dawkins Hours were set by The Dept To fulfill The Dept needs

Who established the worker's schedule? [X] Employer [ ] Worker

Who was responsible for service coverage if the worker was unavailable? [X] Employer [ ] Worker

7. Did the worker work on a specific project? [ ] Yes [X] No
If yes, please explain:

8. Was the worker working on the job for a defined period of time or until a specific project was completed? [X] Yes [ ] No

9. Did the employer provide dedicated office space? [ ] Yes [X] No
If yes, please explain:

Did the employer provide office equipment and supplies (i.e. computer, office furniture) [X] Yes [ ] No
If yes, please explain: The officer received uniforms and other various job-related equipment.

10. Did the worker follow employer procedures as outlined in an employee manual or handbook? [X] Yes [ ] No

11. Was the worker permitted to (Check all that apply):
[ ] Delegate duties to other public employees working for the employer [ ] Subcontract work
[ ] Supervise other public employees working for the employer

12. Was the worker permitted to hire assistants? [ ] Yes [X] No
Who hired the assistants? [ ] Employer [ ] Worker
Who paid the assistants? [ ] Employer [ ] Worker

13. How was the worker compensated?
[ ] Salary Amount $ ____ . ____
[X] Fee Amount $ ____ . ____ and basis (i.e. per hour, per project) $12.00 Hourly

14. Did the worker appear on the employer's payroll in the same manner as public employees working for the organization?
[X] Yes [ ] No
If "No," please explain:

See next page

Section 1 - Worker Information continued

15. To whom did the employer pay compensation? (attach copy of payment form)
- [x] Worker PAID THROUGH PAYROLL SYSTEM FROM TIMESHEET LOGS
- [ ] Corporation/firm

Name

Address

- [ ] Other Describe:

16. Did the worker submit bills to receive compensation for service? [ ] Yes (attach Copy) [x] No

17. How were the worker's earnings reported to the Internal Revenue Service? (attach Copy) [ ] Form W-2 [x] Form 1099

18. Was the worker's position (Check all that apply):

- [ ] **Considered full time**
  - [ ] Eligible for sick leave?
  - [ ] Eligible for vacation?
  - [ ] Eligible for bonus?
  - [ ] Eligible for insurance?
  - [ ] Covered by the employer's Worker's Compensation?
  - [ ] Covered by the employer's Unemployment Compensation?
  - [ ] Are other full time workers eligible for the same benefits? [ ] Yes [ ] No
  - [ ] Please list any other benefits the worker was eligible to receive:
- [ ] **Considered part time**
  - [ ] Eligible for sick leave?
  - [ ] Eligible for vacation?
  - [ ] Eligible for bonus?
  - [ ] Eligible for insurance?
  - [ ] Covered by the employer's Worker's Compensation?
  - [ ] Covered by the employer's Unemployment Compensation?
  - [ ] Are other part time workers eligible for the same benefits? [ ] Yes [ ] No
  - [ ] Please list any other benefits the worker was eligible to receive:

19. If the worker is no longer in this position, is someone currently providing the services? [ ] Yes [x] No

If "Yes," provide name.

Title

Are contributions currently being reported to OPERS for this worker? [ ] Yes [ ] No

If available please attach copy of job description or contract for the worker currently performing the work.

20. Prior to the worker's service, did someone provide these services? [x] Yes [ ] No

If "Yes," provide name VARIOUS PATROL OFFICERS PERFORM THESE DUTIES.

Title CONTRACT EMPLOYEE

If "Yes," please attach copy of job description for person formerly performing the work.

Did the job responsibilities/duties change when the worker began performing the services? [ ] Yes [x] No

21. At any time during the worker's service, was the worker hired by the employer as an employee? [x] Yes [ ] No

If "Yes," did the worker's duties change? [ ] Yes [x] No

If "Yes," please attach a copy of the job description for the position for which the worker was hired.

See next page

Section 2 – Service Information for law solicitors, law directors and prosecuting attorneys, etc. – *This section is to be completed ONLY if the worker was performing services as a law solicitor, law director, prosecuting attorney, assistant law solicitor, assistant director or assistant prosecuting attorney. Otherwise, go to Section 3 to complete the form.*

1. How was the worker paid?
   - ☐ Salary
   - ☐ Retainer
   - ☐ Hourly rate
   - ☐ Salary and hourly rate

   If applicable, please explain what work is paid on a retainer basis and/or what work is paid on an hourly basis. Attach a separate sheet if necessary: _____

2. Did the worker alone perform the services? ☐ Yes ☐ No

   Did other member's of the worker's law firm (e.g. attorneys, paralegals, secretaries) perform any duties related to this service? ☐ Yes ☐ No If "Yes," please explain: _____

   Who paid these members of the worker's law firm? _____

   Did other attorneys, other than members of the worker's law firm, perform these services? ☐ Yes ☐ No

   If "Yes," please explain: _____

Section 3 – Employer Certification – *This section is to be completed by the public employer's fiscal officer or an employer contact on OPERS record as having signing authority for the employer. Forms certified by someone other than a fiscal officer or an employer contact on OPERS record as having signing authority will be returned for proper certification.*

Present Fiscal Officer or Authorized Signer

First Name: SHARON | MI: | Last Name: WILLIS

Department: FINANCE DEPARTMENT

Street or Mailing Address: 1201 STEFFENS AVENUE

City: LINCOLN HEIGHTS | State: OH | ZIP Code: 45215 -

Work Phone Number: 513 883 5900

I hereby certify that the statements, as set forth in this document, are true and accurate as disclosed by records of this department.

Present Fiscal Officer or Authorized Signer Signature: _____ Month: 08 Day: 28 Year: 2014

police, the police Lieutenant or the police sergeant. To be eldgible for the position of police investigator the employee shall have a minimum of (2) two years service within the police division.

PATROL OFFICER:

The patrol officer of the Lincoln Heights police division shall be under the direct supervision of the patrol sergeant and the patrol corporal while on official duty. Patrol officers are responsible for the health, safety and security of the businesses and residents of the Village of Lincoln Heights and all individuals that they have contact with when performing their official duties. Patrol officers shall work in a uniformed capacity while on duty unless a non-uniformed position is approved by supervision with the minimum rank of police sergeant. Patrol officers shall have classifications that are as follows, Full-time, part-time, temporary and auxiliary. All individuals hired as patrol officers ahall be hired under the procedure that is written within this police. All road patrol officers shall be responsible to perform the duties below, but not limited to them;

1. Road patrol.
2. Building Checks.
3. Traffic and minor misdameanor citation issuance.
4. Litter and nusiance violation enforcement.
5. Writing and completion of division reports.
6. Arrest and apprehension of offenders.
7. Court attendance.
8. Warrant and capias service.
9. Minor station maintenance and reporting defects.
10. Minor vehicle maintenance and reporting defects.
11. Adhering to police division police and procedure.
12. Assist with crime prevention.
13. Community oriented policing activities.
14. Attending required and assigned meetings and assigned training.
15. Follow directives of supervisors.
16. Work assigned shifts.
17. Provide incident reports to supervisor.

The road patrol officers shall follow all assigned tasks given to them by a supervisor. In the absence of a ranked supervisor the highest ranking member with seniority shall be in charge of the shift. In the event of a emergency prepardness or emergency managment situation, road patrol officers shall be responsible to the field supervisors for duty. Road patrol officers can be placed into non-uniformed details by the Chief of Police for specific events or investigations.

VILLAGE OF LINCOLN HEIGHTS POLICE DEPARTMENT

From the desk of

Colonel Ronald J. Twitty, Police Chief

1201 Steffens Ave., Lincoln Heights, Ohio 45215 • Phone: (513) -733-5255 • Fax: (513) -733-4008

Email – rtwitty@lincolnheightsohio.org

TEMPORARY EMPLOYMENT AGREEMENT

Occasions arise when the Village of Lincoln Heights Police Department is in need of temporary personnel to fill full-time employee's vacancies that may occur for various reasons. The Police Department will employ temporary personnel on an as needed basis, for specific times and shifts with the approval of the Village Manager. When these personnel vacancies need to be filled on a temporary basis, the personnel that are selected to work by the Chief of Police shall agree to and adhere to the below listed guidelines as a condition of employment;

A. Temporary personnel will work for a fixed hourly rate of $ 12.00 per hour for the hours that they are required to work.
B. Temporary personnel shall not be paid at the rate of time and one half for hours worked.
C. The Village of Lincoln Heights shall not provide benefits for the personnel.
D. Personnel shall complete a time sheet for pay and they will be paid on the same dates as full-time employees of the Village of Lincoln Heights.
E. Personnel will be required to work the shifts, days and hours that are specified by the Lincoln Heights Police Department.
F. Personnel will be responsible for their own uniforms and equipment unless otherwise specified by the Chief of Police.
G. Personnel agreement for employment can be terminated with a (48) forty-eight hours notice.
H. A separate personnel agreement must be signed after each consecutive (90) ninety-day work period.
I. Personnel hired to work temporary positions shall not consider a temporary personnel appointment as a consideration into a full-time employee position. All temporary employees hired if interested shall proceed through the police division hiring process if interested in full-time employment.
J. Temporary personnel are responsible and shall follow all policies, procedures, rules and regulations of the Lincoln Heights Police Department.

These guidelines are subject to change by the Chief of Police as deemed necessary.

I Henry Dawkins Jr. **do agree to accept the temporary position and agree to the conditions of my temporary position with the Village Lincoln Heights Police Department. I am aware that the Police Department or I can terminate this agreement at anytime that they/I wish with a (48) forty-eight hour prior notice.**

(PRINT NAME)

Temporary Personnel: _____ **Date:** 6/7/10

Chief of Police: _____ **Date:** 6/7/10

Village Manager: _____ **Date:** 6/18/10

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.

VILLAGE OF LINCOLN HEIGHTS
1201 STEFFENS AVE
CINCINNATI OH 45215
(513)733-5900

18/G03/2010/4/01869 / 140/000260

1 Rents	$
2 Royalties	$
3 Other income	$
4 Federal income tax withheld	$
5 Fishing boat proceeds	$
6 Medical and health care payments	$
7 Nonemployee compensation	$ 8340.00
8 Substitute payments in lieu of dividends or interest	$
9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	
10 Crop insurance proceeds	$
11	
12	
13 Excess golden parachute payments	$
14 Gross proceeds paid to an attorney	$
15a Section 409A deferrals	$
15b Section 409A income	$
16 State tax withheld	$ $
17 State/Payer's state no.	OH51-1601890
18 State income	$ $

PAYER'S federal identification number: 31-6001066

RECIPIENT'S identification number: 577-08-4535

RECIPIENT'S name: HENRY A DAWKINS

Street address (including apt. no.): 782 EXMOOR DR

City, state, and ZIP code: FOREST PARK, OH 45240

Account number (see instructions): 00026018/G03 A

2nd TIN not. ☐

Form **1099-MISC**

OMB No. 1545-0115

2010

Form **1099-MISC**

Miscellaneous Income

Copy C
For Payer

For Privacy Act and Paperwork Reduction Act Notice, see the **2010 General Instructions for Certain Information Returns.**

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.

VILLAGE OF LINCOLN HEIGHTS
1201 STEFFENS AVE
CINCINNATI OH 45215
(513)733-5900

CLEV/G03/2011/4/01367 / 140/000260

1 Rents	$
2 Royalties	$
3 Other income	$
4 Federal income tax withheld	$
5 Fishing boat proceeds	$
6 Medical and health care payments	$
7 Nonemployee compensation	$ 18337.20
8 Substitute payments in lieu of dividends or interest	$
9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	
10 Crop insurance proceeds	$
11	
12	
13 Excess golden parachute payments	$
14 Gross proceeds paid to an attorney	$
15a Section 409A deferrals	$
15b Section 409A income	$
16 State tax withheld	$ $
17 State/Payer's state no.	OH51-1601890
18 State income	$ $

PAYER'S federal identification number: 31-6001066

RECIPIENT'S identification number: 577-08-4535

RECIPIENT'S name: HENRY A DAWKINS

Street address (including apt. no.): 782 EXMOOR DR

City, state, and ZIP code: FOREST PARK, OH 45240

Account number (see instructions): 000260CLEV/G03 A

2nd TIN not. ☐

Form **1099-MISC**

OMB No. 1545-0115

2011

Form **1099-MISC**

Miscellaneous Income

Copy C
For Payer

For Privacy Act and Paperwork Reduction Act Notice, see the **2011 General Instructions for Certain Information Returns.**

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
VILLAGE OF LINCOLN HEIGHTS (513)733-5900 1201 STEFFENS AVE CINCINNATI OH 45215	$	2012	
	2 Royalties $	Form 1099-MISC	
CLEV/G03/2012/4/01555 / 140/000260	3 Other income $	4 Federal income tax withheld $	Copy C For Payer
PAYER'S federal identification number 31-6001866	RECIPIENT'S identification number 577-08-4535	5 Fishing boat proceeds $	6 Medical and health care payments $
RECIPIENT'S name HENRY A DAWKINS		7 Nonemployee compensation $ 9830.36	8 Substitute payments in lieu of dividends or interest $
Street address (including apt. no.) 782 EXMOOR DR		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $
City, state, and ZIP code FOREST PARK,OH 45240		11	12
Account number (see instructions) 000260CLEV/G03 A	2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no. OH51-1601890
			18 State income $ $

For Privacy Act and Paperwork Reduction Act Notice, see the 2012 General Instructions for Certain Information Returns.

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642
1-800-222-PERS (7377) www.opers.org

Independent Contractor/Employee Determination for Employer

(To be completed independently by the employer)

This form is used by OPERS to obtain information to determine whether a worker is a public employee for purposes of state retirement law. OPERS recognizes while questions in this form are asked in the past tense, you may be providing information on present service. Complete this form in its entirety, sign and date it, and submit it directly to OPERS at the above address. Any supporting documentation should accompany this form. The worker will complete and submit an Independent Contractor/Employee Determination for Worker (PED-1EE) that asks for similar information.

Section 1 - Worker Information

Social Security Number: 299 84 3934

First Name: ANTWAN MI: L Last Name: SPARKS

This inquiry concerns service as:

Title or Position: Police officer

Employer: Lincoln Heights Ohio

From (Month Day Year): 07 30 2012 To (Month Day Year): 12 31 2012

Employer Contact - First Name: Connoy MI: B Last Name: CHance

Employer Contact - Work Phone Number: 513 733 5255

Employer Contact E-mail Address: CCHance@LHVIHO.org

Street or Mailing Address: 12011 STEFFENS

City: Lincoln Heights State: OH ZIP Code: 45215-

1. Is an Independent Contractor Acknowledgment (form PEDACKN) on file for this worker? ☐ Yes ☒ No
   If Yes, please attach acknowledgment and return with this form.

2. Does a public entity or a statute authorize this position? ☒ Yes ☐ No If "Yes," state the public entity or statute.
   VILLAGE OF LINCOLN HEIGHTS

3. At the time the worker performed services for the employer, did the worker perform the same or similar services for other public employers? ☐ Yes ☒ No, not to my knowledge

   If "Yes," list other public employer(s).

See next page

Section 1 - Worker Information continued

4. How were the compensation, rights, obligations, benefits, and responsibilities for this position established? **Mark all that apply and attach copies.** Copies must be attached for consideration in membership determination.

[X] Contract [ ] Ordinance [ ] Court Entry [ ] Charter
[ ] Statute [ ] Resolution [ ] Board Minutes [ ] Memorandum of Understanding
[X] Other Describe: policy

If worker is no longer performing this job, please provide the date services terminated. Month 12 Day 31 Year 2012

5. Did the above specifically address the worker's right to receive OPERS benefits? [ ] Yes [ ] No

6. Was the worker required to have a set schedule? [X] Yes [ ] No

Please describe how worker's schedule was set: Schedule set by The Police Dept. Interviews Are Assigned To A Shift With Set Hours

Who established the worker's schedule? [X] Employer [ ] Worker

Who was responsible for service coverage if the worker was unavailable? [X] Employer [ ] Worker

7. Did the worker work on a specific project? [ ] Yes [X] No
If yes, please explain:

8. Was the worker working on the job for a defined period of time or until a specific project was completed? [X] Yes [ ] No

9. Did the employer provide dedicated office space? [ ] Yes [X] No
If yes, please explain: Interview WAS not Provided An Office, only A Computer And A Desk, Chair.

Did the employer provide office equipment and supplies (i.e. computer, office furniture) [X] Yes [ ] No
If yes, please explain: Computer, Desk, Chair

10. Did the worker follow employer procedures as outlined in an employee manual or handbook? [X] Yes [ ] No

11. Was the worker permitted to (Check all that apply):
[ ] Delegate duties to other public employees working for the employer [ ] Subcontract work
[ ] Supervise other public employees working for the employer

12. Was the worker permitted to hire assistants? [ ] Yes [X] No
Who hired the assistants? [ ] Employer [ ] Worker
Who paid the assistants? [ ] Employer [ ] Worker

13. How was the worker compensated?
[ ] Salary Amount $ ____.__
[X] Fee Amount $ ____.__ and basis (i.e. per hour, per project) $12.00 Per Hour

14. Did the worker appear on the employer's payroll in the same manner as public employees working for the organization?
[X] Yes [ ] No
If "No," please explain:

Section 1 - Worker information continued

15. To whom did the employer pay compensation? (attach copy of payment form)

[X] Worker PAID Through Payroll System From Time Sheet Logs

[ ] Corporation/firm

Name

Address

[ ] Other Describe:

16. Did the worker submit bills to receive compensation for service? [ ] Yes (attach Copy) [X] No

17. How were the worker's earnings reported to the Internal Revenue Service? (attach Copy) [ ] Form W-2 [X] Form 1099

18. Was the worker's position (Check all that apply):

[ ] **Considered full time**

- [ ] Eligible for sick leave?
- [ ] Eligible for vacation?
- [ ] Eligible for bonus?
- [ ] Eligible for insurance?
- [ ] Covered by the employer's Worker's Compensation?
- [ ] Covered by the employer's Unemployment Compensation?
- [ ] Are other full time workers eligible for the same benefits? [ ] Yes [ ] No
- [ ] Please list any other benefits the worker was eligible to receive:

[ ] **Considered part time**

- [ ] Eligible for sick leave?
- [ ] Eligible for vacation?
- [ ] Eligible for bonus?
- [ ] Eligible for insurance?
- [ ] Covered by the employer's Worker's Compensation?
- [ ] Covered by the employer's Unemployment Compensation?
- [ ] Are other part time workers eligible for the same benefits? [ ] Yes [ ] No
- [ ] Please list any other benefits the worker was eligible to receive:

19. If the worker is no longer in this position, is someone currently providing the services? [X] Yes [ ] No

The Police Dept has Hired A new Police Clerk

If "Yes," provide name. Patrol Officers Are Providing Patrol Duties.

Vallarie Kendrick

Title

Police Clerk

Are contributions currently being reported to OPERS for this worker? [X] Yes [ ] No

If available please attach copy of job description or contract for the worker currently performing the work.

20. Prior to the worker's service, did someone provide these services? [ ] Yes [X] No

If "Yes," provide name

Title

If "Yes," please attach copy of job description for person formerly performing the work.

Did the job responsibilities/duties change when the worker began performing the services? [ ] Yes [X] No

21. At any time during the worker's service, was the worker hired by the employer as an employee? [X] Yes [ ] No

If "Yes," did the worker's duties change? [ ] Yes [X] No

If "Yes," please attach a copy of the job description for the position for which the worker was hired.

See next page

Section 2 – Service Information for law solicitors, law directors and prosecuting attorneys, etc. – *This section is to be completed ONLY if the worker was performing services as a law solicitor, law director, prosecuting attorney, assistant law solicitor, assistant director or assistant prosecuting attorney. Otherwise, go to Section 3 to complete the form.*

1. How was the worker paid?
   - ☐ Salary
   - ☐ Retainer
   - ☐ Hourly rate
   - ☐ Salary and hourly rate

   If applicable, please explain what work is paid on a retainer basis and/or what work is paid on an hourly basis. Attach a separate sheet if necessary: _____

2. Did the worker alone perform the services? ☐ Yes ☐ No

   Did other member's of the worker's law firm (e.g. attorneys, paralegals, secretaries) perform any duties related to this service? ☐ Yes ☐ No If "Yes," please explain: _____

   Who paid these members of the worker's law firm? _____

   Did other attorneys, other than members of the worker's law firm, perform these services? ☐ Yes ☐ No

   If "Yes," please explain: _____

Section 3 – Employer Certification – *This section is to be completed by the public employer's fiscal officer or an employer contact on OPERS record as having signing authority for the employer. Forms certified by someone other than a fiscal officer or an employer contact on OPERS record as having signing authority will be returned for proper certification.*

Present Fiscal Officer or Authorized Signer

First Name SHARON **MI** **Last Name** WILLIS

Department FINANCE DEPARTMENT

Street or Mailing Address 1201 STEFFENS AVENUE

City LINCOLN HEIGHTS **State** OH **ZIP Code** 45215-

Work Phone Number 513 733 5900

I hereby certify that the statements, as set forth in this document, are true and accurate as disclosed by records of this department.

Present Fiscal Officer or Authorized Signer

Signature _____ **Month** 08 **Day** 28 **Year** 2014

PED-1ER (Revised 01/13)

Village of Lincoln Heights Police Department

Chief of Police, Kevin Corey
1201 Steffens Ave.,
Lincoln Heights, Ohio 45215
Phone: (513) 733-5900 Fax: (513) 733-4190
Email: kcorey@vlho.org

Employment Agreement

Occasions arise when the Village of Lincoln Heights Police Department is in need of temporary personnel to fill employee vacancies on an interim basis. Accordingly, the Police Department will employ temporary personnel, on as need basis, for specific times and shifts with the approval of the Village Manager. When vacancies need to be filled on a temporary basis, the temporary personnel that selected to work by the Chief of Police shall agree to and adhere to the below listed guidelines:

A. Temporary personnel will work for a fixed hourly rate of $12.00 per hour.
B. The Village of Lincoln Heights shall not provide benefits for temporary personnel, except as required by law.
C. Temporary personnel shall complete a time sheet for pay, and they will be paid on the same dates as full-time employees of the Village of Lincoln Heights.
D. Temporary personnel will be required to work the shifts, days and hours that are specified by the Chief of Police.
E. Temporary personnel will be responsible for their own uniforms and equipment, unless otherwise specified in writing by the Police Chief.
F. Temporary personnel are at-will employees and their employment may be terminated by the Village of Lincoln Heights at any time, with or without cause, and without prior notice.
G. Temporary personnel are not hired for eventual placement into permanent position based on their employment as a temporary employee.
H. Temporary personnel are responsible for knowing and following all policies, procedures, rules and regulations of the village of Lincoln Heights, including without limitation the Charter, Administrative Code, Employee Handbook, and the Police Department.

These guidelines are subject to change, with or without notice.

I, Antwan Sparks (Print Name) do agree to accept the temporary position and agree to the above guidelines regarding my interim employment with the Lincoln Heights Police Department. I am aware that my employment is at-will, and the Village of Lincoln Heights or I can terminate this Agreement and my employment at anytime, with or without cause, and without prior notice.

Temporary Personnel: Antwan Sparks Date: July 30, 2012

Village Manager: Stephanie Dumeauxbus Date: 7/30/12

Chief of Police: Kevin R. Corey Date: 7/30/2012

VILLAGE OF LINCOLN HEIGHTS

Job Description

Police Clerk for the Chief of Police

DEPARTMENT: Police Department

CODE of ORDINANCES: 33

HOURS: 9:00 a.m. – 5:00 p.m., may vary

SALARY: $12/hr.

CLASS CATEGORY: Contract

REPORTS TO: Chief of Police

APPROVED BY: Village Manager/ Chief of Police

APPROVAL DATE:

SUMMARY

Working under the direction of the Chief of Police, the Police Clerk/incumbent performs a variety of clerical and office duties for the office of the Chief of Police and the Lincoln Heights Police Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Works independently without supervisory control and works in a confidential capacity due to information handled during work processes;
- Schedules appointments, activities, meetings, answers phones and performs support work for the office of the Chief of Police and department personnel; keeps Chief updated on daily calendar events;
- Monitors/responds to Village Manager messages for the Chief, printing and disbursing messages directed to "ALL";
- Grant research and preparation
- Manages administrative support activities for the office of the Chief of Police; acting as confidential aide to the municipal team;
- Updates and maintains minutes from the Police Staff Meetings and transcribes tapes from hearings and meetings;
- Prepares petitions for disciplinary actions for the overall Operation, Administrative and Service Divisions; and prepares Findings and Conclusions from disciplinary hearings;
- Receives, channels and follows through on phone calls, correspondence and maintains records as necessary;
- Types a variety of documents from rough draft, copy, dictation, marginal notes, etc., including confidential material and commendation letters as necessary;
- Maintains files including media files for the Chief of Police, Village Manager and municipal team.

MARGINAL FUNCTIONS

Performs other duties as required.

SUPERVISORY RESPONSIBILITIES

Incumbent does not supervise any staff.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND/OR EXPERIENCE

- High School Diploma supplemented by courses in typing and office procedures and three years experience as a secretary; or equivalent combination of education, training and/or experience. Currently enrolled in Associate Degree or higher learning program is preferable.

OTHER KNOWLEDGE, SKILLS and/or ABILITIES

- Ability to type at a rate of 55 words per minute and transcribe from tapes or other dictating devices;
- Ability to establish and maintain an effective working relationship with supervisor, administrators, police department staff members, other criminal justice and social service agencies and the general public;
- Ability to make practical application of customary office practices, rules and procedures that are relevant to assigned tasks;
- Demonstrates strong organizational skills and the ability to handle multiple priorities effectively;
- Working knowledge of Word, Excel, Access and Windows XP.

LANGUAGE SKILLS

Incumbent has frequent contact with supervisor, other administrators, departmental staff, other criminal justice and social service agencies and the general public. These contacts involve interpretation of what is required in order to render service, carry out policies and maintain coordination. Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY

Incumbent makes choices while consistently handling a high volume of relatively standardized office duties requiring speed and accuracy to complete effectively. Incumbent must apply departmental regulations and procedures that are relevant to the assigned tasks utilizing independent judgment. Errors in decision are not immediately apparent but are revealed through adverse effects on operations. Incumbent's work may involve only occasional spot-checks of work in process for compliance with procedural requirements. The work consists of moderately complex, relatively standardized tasks. A moderate amount of knowledge is required as incumbent is responsible for maintaining official City records, taking and transcribing dictation and handling all clerical functions for the office of the Chief of Police, Village Manager and municipal team. Incumbent must be able to work independently in the absence of specific instructions

CERTIFICATES, LICENSES, REGISTRATIONS

Valid Ohio driver's license required.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee must regularly lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Signature _____ Date July 30, 2012

Village Manager _____ Date _____

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	
VILLAGE OF LINCOLN HEIGHTS (513)733-5900 1201 STEFFENS AVE CINCINNATI OH 45215	$	2012	**Miscellaneous Income**
	2 Royalties $	Form 1099-MISC	
CLEV/G03/2012/4/01555 / /000172	3 Other income $	4 Federal income tax withheld $	**Copy C For Payer**
PAYER'S federal identification number: 31-6001066	RECIPIENT'S identification number: 299-84-3934	5 Fishing boat proceeds $	6 Medical and health care payments $
RECIPIENT'S name: ANTWAN SPARKS		7 Nonemployee compensation $ 8406.00	8 Substitute payments in lieu of dividends or interest $
Street address (including apt. no.): 5115 EBERSOLE AVENUE		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $
City, state, and ZIP code: CINCINNATI,OH 45227		11	12
Account number (see instructions): 000172CLEV/G03 A	2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no. OH51-1601890
			18 State income $ $

For Privacy Act and Paperwork Reduction Act Notice, see the **2012 General Instructions for Certain Information Returns.**

Form **1099-MISC**

Department of the Treasury - Internal Revenue Service

police, the police Lieutenant or the police sergeant. To be eldgible for the position of police investigator the employee shall have a minimum of (2) two years service within the police division.

PATROL OFFICER:

The patrol officer of the Lincoln Heights police division shall be under the direct supervision of the patrol sergeant and the patrol corporal while on official duty. Patrol officers are responsible for the health, safety and security of the businesses and residents of the Village of Lincoln Heights and all individuals that they have contact with when performing their official duties. Patrol officers shall work in a uniformed capacity while on duty unless a non-uniformed position is approved by supervision with the minimum rank of police sergeant. Patrol officers shall have classifications that are as follows, Full-time, part-time, temporary and auxiliary. All individuals hired as patrol officers ahall be hired under the procedure that is written within this police. All road patrol officers shall be responsible to perform the duties below, but not limited to them;

1. Road patrol.
2. Building Checks.
3. Traffic and minor misdameanor citation issuance.
4. Litter and nusiance violation enforcement.
5. Writing and completion of division reports.
6. Arrest and apprehension of offenders.
7. Court attendance.
8. Warrant and capias service.
9. Minor station maintenance and reporting defects.
10. Minor vehicle maintenance and reporting defects.
11. Adhering to police division police and procedure.
12. Assist with crime prevention.
13. Community oriented policing activities.
14. Attending required and assigned meetings and assigned training.
15. Follow directives of supervisors.
16. Work assigned shifts.
17. Provide incident reports to supervisor.

The road patrol officers shall follow all assigned tasks given to them by a supervisor. In the absence of a ranked supervisor the highest ranking member with seniority shall be in charge of the shift. In the event of a emergency preparedness or emergency managment situation, road patrol officers shall be responsible to the field supervisors for duty. Road patrol officers can be placed into non-uniformed details by the Chief of Police for specific events or investigations.

OPERS
Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642
1-800-222-PERS (7377) www.opers.org

Independent Contractor/Employee Determination for Employer

(To be completed independently by the employer)

This form is used by OPERS to obtain information to determine whether a worker is a public employee for purposes of state retirement law. OPERS recognizes while questions in this form are asked in the past tense, you may be providing information on present service. Complete this form in its entirety, sign and date it, and submit it directly to OPERS at the above address. Any supporting documentation should accompany this form. The worker will complete and submit an Independent Contractor/Employee Determination for Worker (PED-1EE) that asks for similar information.

Section 1: Worker Information

Social Security Number: 279 76 7377

First Name: AARON MI: A Last Name: SMITH SR

This inquiry concerns service as:

Title or Position: CODE ENFORCER POLICE OFFICER

Employer: VILLAGE OF LINCOLN HEIGHTS POLICE

From: Month 01 Day 24 Year 2011 To: Month 12 Day 14 Year 2012

Employer Contact - First Name: CONROY MI: B Last Name: CHANCE

Employer Contact - Work Phone Number: 513 733 5900

Employer Contact E-mail Address: CCHANCE@VLHO.ORG

Street or Mailing Address: 1201 STEFFENS ST

City: LINCOLN HEIGHTS State: OH ZIP Code: 45215-

1. Is an Independent Contractor Acknowledgment (form PEDACKN) on file for this worker? ☐ Yes ☒ No
   If Yes, please attach acknowledgment and return with this form.

2. Does a public entity or a statute authorize this position? ☒ Yes ☐ No If "Yes," state the public entity or statute.
   VILLAGE OF LINLOLN HEIGHTS

3. At the time the worker performed services for the employer, did the worker perform the same or similar services for other public employers? ☐ Yes ☒ No, not to my knowledge

   If "Yes," list other public employer(s).

See next page

Section 1 - Worker Information continued

4. How were the compensation, rights, obligations, benefits, and responsibilities for this position established? Mark all that apply and attach copies. Copies must be attached for consideration in membership determination.

[X] Contract [ ] Ordinance [ ] Court Entry [ ] Charter
[ ] Statute [ ] Resolution [ ] Board Minutes [ ] Memorandum of Understanding
[X] Other Describe: policy

If worker is no longer performing this job, please provide the date services terminated. Month 12 Day 15 Year 2012

5. Did the above specifically address the worker's right to receive OPERS benefits? [ ] Yes [ ] No

6. Was the worker required to have a set schedule? [ ] Yes [ ] No

Please describe how worker's schedule was set: Officer Spent Work In A Dual Position As Code Enforcer And Police Officer - His Schedule As A Code Enforcer Was not Assign by The Police Department.

Who established the worker's schedule? [X] Employer [ ] Worker

Who was responsible for service coverage if the worker was unavailable? [X] Employer [ ] Worker

7. Did the worker work on a specific project? [ ] Yes [X] No

If yes, please explain: His Duties Were General In Class, Recreation

8. Was the worker working on the job for a defined period of time or until a specific project was completed? [ ] Yes [X] No

9. Did the employer provide dedicated office space? [X] Yes [ ] No

If yes, please explain: Worker was given An Office To work from In His Duties As A Code Enforcer

Did the employer provide office equipment and supplies (i.e. computer, office furniture) [X] Yes [ ] No

If yes, please explain: Computer, Desk, Supplies, Uniform, Cell Phone

10. Did the worker follow employer procedures as outlined in an employee manual or handbook? [X] Yes [ ] No

11. Was the worker permitted to (Check all that apply):

[ ] Delegate duties to other public employees working for the employer [ ] Subcontract work
[ ] Supervise other public employees working for the employer

12. Was the worker permitted to hire assistants? [ ] Yes [X] No

Who hired the assistants? [ ] Employer [ ] Worker
Who paid the assistants? [ ] Employer [ ] Worker

13. How was the worker compensated?

[ ] Salary Amount $ ____.__

[X] Fee Amount $ ____.__ and basis (i.e. per hour, per project) $12.00 Hourly

14. Did the worker appear on the employer's payroll in the same manner as public employees working for the organization?

[X] Yes [ ] No

If "No," please explain: ____

Section 1 - Worker Information continued

15. To whom did the employer pay compensation? (attach copy of payment form)
- [x] Worker PAID Through Payroll System from time sheet logs
- [ ] Corporation/firm
  - Name
  - Address
- [ ] Other Describe:

16. Did the worker submit bills to receive compensation for service? [ ] Yes (attach Copy) [x] No

17. How were the worker's earnings reported to the Internal Revenue Service? (attach Copy) [ ] Form W-2 [x] Form 1099

18. Was the worker's position (Check all that apply):

[ ] **Considered full time**
- [ ] Eligible for sick leave?
- [ ] Eligible for vacation?
- [ ] Eligible for bonus?
- [ ] Eligible for insurance?
- [ ] Covered by the employer's Worker's Compensation?
- [ ] Covered by the employer's Unemployment Compensation?
- [ ] Are other full time workers eligible for the same benefits? [ ] Yes [ ] No
- [ ] Please list any other benefits the worker was eligible to receive:

[ ] **Considered part time**
- [ ] Eligible for sick leave?
- [ ] Eligible for vacation?
- [ ] Eligible for bonus?
- [ ] Eligible for insurance?
- [ ] Covered by the employer's Worker's Compensation?
- [ ] Covered by the employer's Unemployment Compensation?
- [ ] Are other part time workers eligible for the same benefits? [ ] Yes [ ] No
- [ ] Please list any other benefits the worker was eligible to receive:

19. If the worker is no longer in this position, is someone currently providing the services? [x] Yes [ ] No

If "Yes," provide name.

DAVID EDWARDS

Title

CODE ENFORCER

Are contributions currently being reported to OPERS for this worker? [x] Yes [ ] No

If available please attach copy of job description or contract for the worker currently performing the work.

20. Prior to the worker's service, did someone provide these services? [x] Yes [ ] No

If "Yes," provide name

HAROLD STEWART

Title

CODE ENFORCER

If "Yes," please attach copy of job description for person formerly performing the work.

Did the job responsibilities/duties change when the worker began performing the services? [ ] Yes [x] No

21. At any time during the worker's service, was the worker hired by the employer as an employee? [x] Yes [ ] No

If "Yes," did the worker's duties change? [ ] Yes [x] No

If "Yes," please attach a copy of the job description for the position for which the worker was hired.

Section 2 – Service Information for law solicitors, law directors and prosecuting attorneys, etc.

This section is to be completed ONLY if the worker was performing services as a law solicitor, law director, prosecuting attorney, assistant law solicitor, assistant director of law or assistant prosecuting attorney. Otherwise, go to Section 3 to complete the form.

1. How was the worker paid?
   - ☐ Salary
   - ☐ Retainer
   - ☐ Hourly rate
   - ☐ Salary and hourly rate

   If applicable, please explain what work is paid on a retainer basis and/or what work is paid on an hourly basis. Attach a separate sheet if necessary: _____

2. Did the worker alone perform the services? ☐ Yes ☐ No

   Did other member's of the worker's law firm (e.g. attorneys, paralegals, secretaries) perform any duties related to this service? ☐ Yes ☐ No If "Yes," please explain: _____

   Who paid these members of the worker's law firm? _____

   Did other attorneys, other than members of the worker's law firm, perform these services? ☐ Yes ☐ No

   If "Yes," please explain: _____

Section 3 – Employer Certification

This section is to be completed by the public employer's fiscal officer or an employer contact on OPERS record as having signing authority for the employer. Forms certified by someone other than a fiscal officer or an employer contact on OPERS record as having signing authority will be returned for proper certification.

Present Fiscal Officer or Authorized Signer

First Name: SHARON MI: Last Name: WILLIS

Department: FINANCE DEPARTMENT

Street or Mailing Address: 12011 STEFFENS AVENUE

City: LINCOLN HEIGHTS State: OH ZIP Code: 45215-

Work Phone Number: 513 733 5900

I hereby certify that the statements, as set forth in this document, are true and accurate as disclosed by records of this department.

Present Fiscal Officer or Authorized Signer Signature: Sharon Willis

Month 08 Day 28 Year 2014

ED-1ER (Revised 01/13)

police, the police Lieutenant or the police sergeant. To be eldgible for the position of police investigator the employee shall have a minimum of (2) two years service within the police division.

PATROL OFFICER:

The patrol officer of the Lincoln Heights police division shall be under the direct supervision of the patrol sergeant and the patrol corporal while on official duty. Patrol officers are responsible for the health, safety and security of the businesses and residents of the Village of Lincoln Heights and all individuals that they have contact with when performing their official duties. Patrol officers shall work in a uniformed capacity while on duty unless a non-uniformed position is approved by supervision with the minimum rank of police sergeant. Patrol officers shall have classifications that are as follows, Full-time, part-time, temporary and auxiliary. All individuals hired as patrol officers ahall be hired under the procedure that is written within this police. All road patrol officers shall be responsible to perform the duties below, but not limited to them;

1. Road patrol.
2. Building Checks.
3. Traffic and minor misdameanor citation issuance.
4. Litter and nusiance violation enforcement.
5. Writing and completion of division reports.
6. Arrest and apprehension of offenders.
7. Court attendance.
8. Warrant and capias service.
9. Minor station maintenance and reporting defects.
10. Minor vehicle maintenance and reporting defects.
11. Adhering to police division police and procedure.
12. Assist with crime prevention.
13. Community oriented policing activities.
14. Attending required and assigned meetings and assigned training.
15. Follow directives of supervisors.
16. Work assigned shifts.
17. Provide incident reports to supervisor.

The road patrol officers shall follow all assigned tasks given to them by a supervisor. In the absence of a ranked supervisor the highest ranking member with seniority shall be in charge of the shift. In the event of a emergency prepardness or emergency managment situation, road patrol officers shall be responsible to the field supervisors for duty. Road patrol officers can be placed into non-uniformed details by the Chief of Police for specific events or investigations.

Village of Lincoln Heights

Position Description

Title: Code Enforcer (Part-time)
Reports to: Village Manager

FLSA Status: Non-Exempt
Civil Service Status: Unclassified

General Purpose of Position:
To perform inspections of buildings and structures to enforce building/fire codes and ordinances; prepare and maintain documentation of of inspections.

Essential Functions: *Reason

Inspection 1
Inspects existing buildings and structures within jurisdiction to enforce fire and building codes and ordinances; identifies violations and issue warnings and/or citations; receives and investigates complaints of alleged violations; inspect buildings and structures upon completion to ensure conformance; make recommendations on corrective actions for regulatory confromance.

Planning and Zoning 1
Enforces subdivision regulations and planning and zoning guidelines.

Miscellaneous 1
Enforces sidewalk ordinances by making inspections and ordering repairs when necessary; investigates complaints, as directed; serves violation notices and orders; files charges; performs routine office work; answers telephones; handle public inquiries in regard to code interpretations; assists the public in applying for permits. Handles court cases and necessary documents.

**Reasons for inclusion as essential function are: (1) it is the purpose for which the job exists; (2) limited number of workers to distribute work to; (3) specialized function for which the employee was specifically hired.*

Village of Lincoln Heights Police Department

From the desk of
Acting Chief of Police, Jesse J Green IV
1201 Steffens Ave, Lincoln Heights, Ohio 45215
Phone (513) 733-5255, Fax (513) 733-4190
E-mail: jgreen@vlho.org

Employment Agreement

Occasions arise when the Village of Lincoln Heights Police Department is in need of temporary personnel to fill employee vacancies on an interim basis. Accordingly, the Police Department will employ temporary personnel, on an as needed basis, for specific times and shifts with the approval of the Village Manager. When vacancies need to be filled on a temporary basis, the temporary personnel that are selected to work by the Chief of Police shall agree to and adhere to the below listed guidelines:

A. Temporary personnel will work for a fixed hourly rate of $12.00 per hour.
B. The Village of Lincoln Heights shall not provide benefits for temporary personnel, except as required by law.
C. Temporary personnel shall complete a time sheet for pay, and they will be paid on the same dates as full-time employees of the Village of Lincoln Heights.
D. Temporary personnel will be required to work the shifts, days and hours that are specified by the Chief of Police.
E. Temporary personnel will be responsible for their own uniforms and equipment, unless otherwise specified in writing by the Police Chief.
F. Temporary personnel are at-will employees and their employment may be terminated by the Village of Lincoln Heights at any time, with or without cause, and without prior notice.
G. Temporary personnel are not hired for eventual placement into permanent positions, full-time or part-time, and agree that they have no right to a permanent position based on their employment as a temporary employee.
H. Temporary personnel are responsible for knowing and following all policies, procedures, rules and regulations of the Village of Lincoln Heights, including without limitation the Charter, Administrative Code, Employee Handbook, and the Police Department.

These guidelines are subject to change, with or with out notice.

I, Aaron Smith do agree to accept the temporary position and agree
(Print Name)

to the above-referenced guidelines regarding my interim employment with the Lincoln Heights Police Department. I am aware that my employment is at-will, and the Village of Lincoln Heights or I can terminate this Agreement and my employment at anytime, with or without cause, and without prior notice.

Temporary Personnel: Aaron L Smith Sr. Date: 1/21/2011

Village Manager: Date: 1-24-2011

Chief of Police: Date: 1-24-11

Form 1099-MISC

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	
VILLAGE OF LINCOLN HEIGHTS (513)733-5900 1201 STEFFENS AVE CINCINNATI OH 45215	$	2011	**Miscellaneous Income**
	2 Royalties $	Form **1099-MISC**	
CLEV/G03/2011/4/01367 / /000325	3 Other income $	4 Federal income tax withheld $	
PAYER'S federal identification number 31-6001066	RECIPIENT'S identification number 279-76-7377	5 Fishing boat proceeds $	6 Medical and health care payments $	**Copy C For Payer**
RECIPIENT'S name AARON SMITH	7 Nonemployee compensation $ 23966.40	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the **2011 General Instructions for Certain Information Returns.**
Street address (including apt. no.) 28 WOODCREST AVE	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code DAYTON, OH 45405	11	12	
Account number (see instructions) 000325CLEV/G03 A	2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no. OH51-1601890	18 State income $ $

Form **1099-MISC** Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.		1 Rents	OMB No. 1545-0115	
VILLAGE OF LINCOLN HEIGHTS (513)733-5900 1201 STEFFENS AVE CINCINNATI OH 45215		$	2012	Miscellaneous Income
		2 Royalties $	Form 1099-MISC	
CLEV/G03/2012/4/01555 / /000325		3 Other income $	4 Federal income tax withheld $	Copy C For Payer
PAYER'S federal identification number 31-6001066	RECIPIENT'S identification number 279-76-7377	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name AARON SMITH		7 Nonemployee compensation $ 18353.65	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2012 General Instructions for Certain Information Returns.
Street address (including apt. no.) 28 WOODCREST AVE		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code DAYTON,OH 45405		11	12	
Account number (see instructions) 000325CLEV/G03 A	2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
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Form 1099-MISC

Department of the Treasury - Internal Revenue Service

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642
1-800-222-PERS (7377) www.opers.org

Independent Contractor/Employee Determination for Employer

(To be completed independently by the employer)

This form is used by OPERS to obtain information to determine whether a worker is a public employee for purposes of state retirement law. OPERS recognizes while questions in this form are asked in the past tense, you may be providing information on present service. Complete this form in its entirety, sign and date it, and submit it directly to OPERS at the above address. Any supporting documentation should accompany this form. The worker will complete and submit an Independent Contractor/Employee Determination for Worker (PED-1EE) that asks for similar information.

Section 1 - Worker Information

Social Security Number: 284 86 4400

First Name: STEVE MI: R Last Name: MADDOX

This inquiry concerns service as:

Title or Position: POLICE OFFICER

Employer: VILLAGE OF LINCOLN HEIGHTS

From (Month Day Year): 07 08 2008 To (Month Day Year): 12 31 2012

Employer Contact - First Name: CONVOY MI: B Last Name: CHANCE

Employer Contact - Work Phone Number: 513 733 5900

Employer Contact E-mail Address: CCHANCE@VLHD.ORG

Street or Mailing Address: 1201 STEFAN ST

City: LINCOLN HEIGHTS State: OH ZIP Code: 45215-

1. Is an Independent Contractor Acknowledgment (form PEDACKN) on file for this worker? ☐ Yes ☒ No
   If Yes, please attach acknowledgment and return with this form.

2. Does a public entity or a statute authorize this position? ☒ Yes ☐ No If "Yes," state the public entity or statute.
   VILLAGE OF LINCOLN HEIGHTS

3. At the time the worker performed services for the employer, did the worker perform the same or similar services for other public employers? ☐ Yes ☒ No, not to my knowledge

   If "Yes," list other public employer(s).

See next page

Section 1 - Worker Information continued

4. How were the compensation, rights, obligations, benefits, and responsibilities for this position established? **Mark all that apply and attach copies.** Copies must be attached for consideration in membership determination.

   [X] Contract [ ] Ordinance [ ] Court Entry [ ] Charter
   [ ] Statute [ ] Resolution [ ] Board Minutes [ ] Memorandum of Understanding
   [X] Other Describe: polcy

   If worker is no longer performing this job, please provide the date services terminated. Month 12 Day 31 Year 2012

5. Did the above specifically address the worker's right to receive OPERS benefits? [ ] Yes [ ] No

6. Was the worker required to have a set schedule? [X] Yes [ ] No

   Please describe how worker's schedule was set: Worker Hours Were set by The Police Dept

   Who established the worker's schedule? [X] Employer [ ] Worker

   Who was responsible for service coverage if the worker was unavailable? [X] Employer [ ] Worker

7. Did the worker work on a specific project? [ ] Yes [X] No
   If yes, please explain:

8. Was the worker working on the job for a defined period of time or until a specific project was completed? [X] Yes [ ] No

9. Did the employer provide dedicated office space? [ ] Yes [X] No
   If yes, please explain:

   Did the employer provide office equipment and supplies (i.e. computer, office furniture) [X] Yes [ ] No
   If yes, please explain: The Officer Received uniforms and other various job related equipments.

10. Did the worker follow employer procedures as outlined in an employee manual or handbook? [X] Yes [ ] No

11. Was the worker permitted to (Check all that apply):
    [ ] Delegate duties to other public employees working for the employer [ ] Subcontract work
    [ ] Supervise other public employees working for the employer

12. Was the worker permitted to hire assistants? [ ] Yes [X] No
    Who hired the assistants? [ ] Employer [ ] Worker
    Who paid the assistants? [ ] Employer [ ] Worker

13. How was the worker compensated?
    [ ] Salary Amount $ _____.__
    [X] Fee Amount $ _____.__ and basis (i.e. per hour, per project): $12.25 Per Hour

14. Did the worker appear on the employer's payroll in the same manner as public employees working for the organization?
    [X] Yes [ ] No
    If "No," please explain:

Section 1 - Worker Information continued

15. To whom did the employer pay compensation? (attach copy of payment form)

[X] Worker PAID THROUGH PAYROLL SYSTEM FROM TIME SHEET COPY

[ ] Corporation/firm

Name

Address

[ ] Other Describe:

16. Did the worker submit bills to receive compensation for service? [ ] Yes (attach Copy) [X] No

17. How were the worker's earnings reported to the Internal Revenue Service? (attach Copy) [ ] Form W-2 [X] Form 1099

18. Was the worker's position (Check all that apply):

[ ] **Considered full time**

- [ ] Eligible for sick leave?
- [ ] Eligible for vacation?
- [ ] Eligible for bonus?
- [ ] Eligible for insurance?
- [ ] Covered by the employer's Worker's Compensation?
- [ ] Covered by the employer's Unemployment Compensation?
- [ ] Are other full time workers eligible for the same benefits? [ ] Yes [ ] No
- [ ] Please list any other benefits the worker was eligible to receive:

[ ] **Considered part time**

- [ ] Eligible for sick leave?
- [ ] Eligible for vacation?
- [ ] Eligible for bonus?
- [ ] Eligible for insurance?
- [ ] Covered by the employer's Worker's Compensation?
- [ ] Covered by the employer's Unemployment Compensation?
- [ ] Are other part time workers eligible for the same benefits? [ ] Yes [ ] No
- [ ] Please list any other benefits the worker was eligible to receive:

19. If the worker is no longer in this position, is someone currently providing the services? [ ] Yes [X] No

If "Yes," provide name.

Title

Are contributions currently being reported to OPERS for this worker? [ ] Yes [ ] No

If available please attach copy of job description or contract for the worker currently performing the work.

20. Prior to the worker's service, did someone provide these services? [X] Yes [ ] No

If "Yes," provide name, VARIOUS OTHER PATROL OFFICERS PERFORM THESE DUTIES

Title CONTRACT EMPLOYEES (VARIOUS)

If "Yes," please attach copy of job description for person formerly performing the work.

Did the job responsibilities/duties change when the worker began performing the services? [ ] Yes [X] No

21. At any time during the worker's service, was the worker hired by the employer as an employee? [X] Yes [ ] No

If "Yes," did the worker's duties change? [ ] Yes [X] No

If "Yes," please attach a copy of the job description for the position for which the worker was hired.

Section 2 - Service Information for law solicitors, law directors and prosecuting attorneys, etc.

This section is to be completed ONLY if the worker was performing services as a law solicitor, law director, prosecuting attorney, assistant law solicitor, assistant director or assistant prosecuting attorney. Otherwise, go to section 3 to complete the form.

1. How was the worker paid?
   - ☐ Salary
   - ☐ Retainer
   - ☐ Hourly rate
   - ☐ Salary and hourly rate

   If applicable, please explain what work is paid on a retainer basis and/or what work is paid on an hourly basis. Attach a separate sheet if necessary: _____

2. Did the worker alone perform the services? ☐ Yes ☐ No

   Did other member's of the worker's law firm (e.g. attorneys, paralegals, secretaries) perform any duties related to this service? ☐ Yes ☐ No If "Yes," please explain: _____

   Who paid these members of the worker's law firm? _____

   Did other attorneys, other than members of the worker's law firm, perform these services? ☐ Yes ☐ No

   If "Yes," please explain: _____

Section 3 - Employer Certification

This section is to be completed by the public employer's fiscal officer or an employer contact on OPERS record as having signing authority for the employer. Forms certified by someone other than a fiscal officer or an employer contact on OPERS record as having signing authority will be returned to employer.

Present Fiscal Officer or Authorized Signer

First Name: SHARON | MI: | Last Name: WILLIS

Department: FINANCE DEPARTMENT

Street or Mailing Address: 1201 STEFFENS AVENUE

City: LINCOLN HEIGHTS | State: OH | ZIP Code: 45215 -

Work Phone Number: 513 733 5900

I hereby certify that the statements, as set forth in this document, are true and accurate as disclosed by records of this department.

Present Fiscal Officer or Authorized Signer Signature: _____ Month: 08 Day: 28 Year: 2014

PED-1ER (Revised 01/13)

VILLAGE OF LINCOLN HEIGHTS POLICE DIVISION
From the desk of
A/Chief of Police, DeAngelo Sumler
1201 Steffens Ave., Lincoln Heights, Ohio 45215 • Phone: (513) -733-5255 • Fax: (513) -733-4008
Email – Ddsumler@lincolnheightsohio.org

TEMPORARY EMPLOYMENT AGREEMENT

Occasions arise when the Village of Lincoln Heights, Police Division is in need of temporary personnel to fill full-time employees vacancies that may occur for various reasons. The Police Division will employ temporary personnel on an as needed basis, for specific times and shifts with the approval of the Village Manager. When these personnel vacancies need to be filled on a temporary basis, the personnel that are selected to work by the Chief of Police shall agree to and adhere to the below listed guidelines as a condition of employment;

A. **Temporary personnel will work for a fixed hourly rate of $ 12.00 per hour for the hours that they are required to work.**
B. **Temporary personnel shall not be paid at the rate of time and one half for hours worked.**
C. **The Village of Lincoln Heights shall not provide benefits for the personnel.**
D. **Personnel shall complete a time sheet for pay and they will be paid on the same dates as full-time employees of the Village of Lincoln Heights**
E. **Personnel will be required to work the shifts, days and hours that are specified by the Lincoln Heights Police Division.**
F. **Personnel will be responsible for their own uniforms and equipment unless otherwise specified by the Chief of Police.**
G. **Personnel agreement for employment can be terminated with (48) hours notice.**
H. **A separate personnel agreement must be signed after each consecutive (90) ninety-day work period.**
I. **Personnel hired to work temporary positions shall not consider a temporary personnel appointment as a consideration into a full-time employee position. All temporary employees hired if interested shall proceed through the police division hiring process if interested in full-time employment.**
J. **Temporary personnel are responsible and shall follow all policies, procedures, rules and regulations of the Lincoln Heights Police Division.**

These guidelines are subject to change by the Chief of Police as deemed necessary.

I, Steven Maddox **do agree to accept the temporary position and agree to the**
(PRINT NAME)
conditions of my temporary position with the Lincoln Heights Police Division. I am aware that the Police Division or I, can terminate this agreement at anytime that they/I wish with a (48) forty-eight hour prior notice.

Temporary Personnel: [signature] **Date:** 7-8-08

Chief of Police: [signature] **Date:** 7/8/08

Village Manager: [signature] **Date:** _____

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.

VILLAGE OF LINCOLN HEIGHTS
1301 STEFFENS AVENUE
LINCOLN HEIGHTS, OH 45215
513-731-5900

1 Rents	$
2 Royalties	$
3 Other income	$
4 Federal income tax withheld	$
5 Fishing boat proceeds	$
6 Medical and health care payments	$
7 Nonemployee compensation	$ 7,542.[illegible]
8 Substitute payments in lieu of dividends or interest	$
9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	
10 Crop insurance proceeds	$
11	
12	
13 Excess golden parachute payments	$
14 Gross proceeds paid to an attorney	$
15a Section 409A deferrals	$
15b Section 409A income	$
16 State tax withheld	$
17 State/Payer's state no.	
18 State income	$

PAYER'S federal identification number: 31-6001060

RECIPIENT'S identification number: 2[illegible]-56-[illegible]

RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code:

STEVEN MADDOX
9111 TRIPOLI DRIVE
CINCINNATI, OHIO 45241

Account number (see instructions)

2nd TIN not. ☐

Form **1099-MISC**

OMB No. 1545-0115

2008

Form **1099-MISC**

Miscellaneous Income

Copy C
For Payer

For Privacy Act and Paperwork Reduction Act Notice, see the **2008 General Instructions for Forms 1099, 1098, 5498, and W-2G.**

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents $	OMB No. 1545-0115	
[illegible]	2 Royalties $	2009	Miscellaneous Income
	3 Other income $	Form 1099-MISC	
PAYER'S federal identification number: [illegible] / RECIPIENT'S identification number: [illegible]	5 Fishing boat proceeds $	4 Federal income tax withheld $	Copy C For Payer
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code: [illegible]	7 Nonemployee compensation $ [illegible]	6 Medical and health care payments $	
	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2009 General Instructions for Forms 1099, 1098, 3921, 3922, 5498, and W-2G.
	11	10 Crop insurance proceeds $	
Account number (see instructions) / 2nd TIN not. ☐	13 Excess golden parachute payments $	12 / 14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $ / 15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	
VILLAGE OF LINCOLN HEIGHTS (513)733-5900 1201 STEFFENS AVE CINCINNATI OH 45215 18/G03/2010/4/01869 / /000150	$	2010	**Miscellaneous Income**
	2 Royalties $	Form **1099-MISC**	
	3 Other income $	4 Federal income tax withheld $	**Copy C For Payer**
PAYER'S federal identification number 31-6001066 / RECIPIENT'S identification number 284-86-4400	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name STEVEN MADDOX	7 Nonemployee compensation $ 21510.00	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the **2010 General Instructions for Certain Information Returns.**
Street address (including apt. no.) 9111 TRIPOLI DRIVE	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code CINCINNATI,OH 45251	11	12	
Account number (see instructions) 00015018/G03 A / 2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $ / 15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no. OH51-1601890	18 State income $ $

Form **1099-MISC** Department of the Treasury - Internal Revenue Service

Form **1099-MISC**

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. VILLAGE OF LINCOLN HEIGHTS 1201 STEFFENS AVE CINCINNATI OH 45215 (513)733-5900 CLEV/G03/2011/4/01367 / /000150	1 Rents $	OMB No. 1545-0115 2011 Form 1099-MISC	Miscellaneous Income
	2 Royalties $		
	3 Other income $	4 Federal income tax withheld $	
PAYER'S federal identification number 31-6001066	RECIPIENT'S identification number 284-86-4400	5 Fishing boat proceeds $	6 Medical and health care payments $	Copy C For Payer
RECIPIENT'S name STEVEN MADDOX	7 Nonemployee compensation $ 25441.20	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2011 General Instructions for Certain Information Returns.
Street address (including apt. no.) 9111 TRIPOLI DRIVE	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code CINCINNATI,OH 45251	11	12	
Account number (see instructions) 000150CLEV/G03 A	2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no. OH51-1601890	18 State income $ $

Form **1099-MISC**

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.		1 Rents	OMB No. 1545-0115	Miscellaneous Income
VILLAGE OF LINCOLN HEIGHTS (513)733-5900 1201 STEFFENS AVE CINCINNATI OH 45215		$	2012	
		2 Royalties $	Form 1099-MISC	
CLEV/G03/2012/4/01555 / /000150		3 Other income $	4 Federal income tax withheld $	Copy C For Payer
PAYER'S federal identification number 31-6001066	RECIPIENT'S identification number 284-86-4400	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name STEVEN MADDOX		7 Nonemployee compensation $ 19286.96	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2012 General Instructions for Certain Information Returns
Street address (including apt. no.) 9111 TRIPOLI DRIVE		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code CINCINNATI,OH 45251		11	12	
Account number (see instructions) 000150CLEV/G03 A	2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no. OH51-1601890	18 State income $ $

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

police, the police Lieutenant or the police sergeant. To be eldgible for the position of police investigator the employee shall have a minimum of (2) two years service within the police division.

PATROL OFFICER:

The patrol officer of the Lincoln Heights police division shall be under the direct supervision of the patrol sergeant and the patrol corporal while on official duty. Patrol officers are responsible for the health, safety and security of the businesses and residents of the Village of Lincoln Heights and all individuals that they have contact with when performing their official duties. Patrol officers shall work in a uniformed capacity while on duty unless a non-uniformed position is approved by supervision with the minimum rank of police sergeant. Patrol officers shall have classifications that are as follows, Full-time, part-time, temporary and auxiliary. All individuals hired as patrol officers ahall be hired under the procedure that is written within this police. All road patrol officers shall be responsible to perform the duties below, but not limited to them;

1. Road patrol.
2. Building Checks.
3. Traffic and minor misdameanor citation issuance.
4. Litter and nusiance violation enforcement.
5. Writing and completion of division reports.
6. Arrest and apprehension of offenders.
7. Court attendance.
8. Warrant and capias service.
9. Minor station maintenance and reporting defects.
10. Minor vehicle maintenance and reporting defects.
11. Adhering to police division police and procedure.
12. Assist with crime prevention.
13. Community oriented policing activities.
14. Attending required and assigned meetings and assigned training.
15. Follow directives of supervisors.
16. Work assigned shifts.
17. Provide incident reports to supervisor.

The road patrol officers shall follow all assigned tasks given to them by a supervisor. In the absence of a ranked supervisor the highest ranking member with seniority shall be in charge of the shift. In the event of a emergency prepardness or emergency managment situation, road patrol officers shall be responsible to the field supervisors for duty. Road patrol officers can be placed into non-uniformed details by the Chief of Police for specific events or investigations.

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION IN CINCINNATI

STEVE R. MADDOX, ANTWAN L. SPARKS, on behalf of themselves and others similarly situated Plaintiffs, v. THE VILLAGE OF LINCOLN HEIGHTS, OHIO, 1201 Steffen Avenue Lincoln Heights, Ohio 45215 Defendant.	CIVIL ACTION NO.: 1:13-cv-889 JUDGE MAGISTRATE JUDGE JURY TRIAL DEMANDED

COLLECTIVE ACTION COMPLAINT WITH DEMAND FOR JURY TRIAL

Plaintiff Steve R. Maddox ("Plaintiff Maddox") and Plaintiff Antwan L. Sparks ("Plaintiff Sparks") (collectively "Plaintiffs"), on behalf of themselves and all others similarly situated, bring this lawsuit against Defendant entity The Village of Lincoln Heights, Ohio (the "Village"), seeking all available relief under: the Fair Labor Standards Act of 1938 ("FLSA"), 29 U.S.C. §§ 201, *et seq.* Plaintiffs' FLSA claims are asserted as a collective action pursuant to 29 U.S.C. § 216(b). Further, Plaintiff Sparks brings a claim for retaliation under 29 U.S.C. § 215(a)(3).

The following allegations are based on personal knowledge as to Plaintiffs' own conduct and as to those similarly situated, and are made on information and belief as to the acts of others.

JURISDICTION AND VENUE

1. This Court has jurisdiction over Plaintiffs' FLSA claim pursuant to 28 U.S.C. § 1331.

2. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391 (b) and (d) because Defendant resides in this district and because a substantial part of the events giving rise to the claims occurred in this district.

PARTIES

3. Plaintiff Maddox is an individual residing in Cincinnati, Ohio (Hamilton County). Plaintiff Maddox is and has been employed by the Defendant as a police officer since approximately 2008. Plaintiff Maddox evidences his desire to file this action pursuant to 29 U.S.C. § 216(b) by filing his Notice of Consent. (See attached as Exhibit A)

4. Plaintiff Sparks is an individual residing in Cincinnati, Ohio (Hamilton County). Plaintiff Sparks is and has been employed by the Defendant as a police officer since approximately April 2012. Plaintiff Sparks evidences his desire to file this action pursuant to 29 U.S.C. § 216(b) by filing his Notice of Consent. (See Attached as Exhibit B)

5. Plaintiffs bring their FLSA claims on behalf of themselves and all persons who are similarly situated. All persons similarly situated to Plaintiffs ("Putative Class") include:

> **Any person who worked for the Defendant as an "independent contractor Police Officer", "Part-time Police Officer" and/or "temporary employee Police Officer" at any time during three (3) years prior to filing this Complaint and was not paid for all hours worked and/or not paid an overtime premium for hours worked in excess of 43 hours in a workweek.**

6. Defendant Village is duly organized under the State of Ohio, and is located at 1201 Steffen Avenue, Lincoln Heights, Ohio 45215 (Hamilton County). Service upon Defendant Village can be effectuated by serving Mayor John W. Key, Jr., pursuant to § 2.06 of the Village's Charter. A copy of the § 2.06 of the Village's Charter is attached hereto as Exhibit C.

FACTUAL ALLEGATIONS

7. During all times material to this Complaint, Defendant has been an employer of Plaintiffs, and those similarly situated, as contemplated by the FLSA, 29 U.S.C.A. § 203(d).

8. Defendant Village employed Plaintiffs, and others similarly situated, as police officers, within The Lincoln Heights Police Department (the "LHPD").

9. Defendant is not exempt under 29 U.S.C § 213(b)(20) from the requirements of the FLSA because at all relevant times, Defendant employed more than five police officers.

10. Defendant established by §37.40 of its Village Ordinance §37.40 a seven (7) day work period under 29 U.S.C. §207 (k) and is therefore required to pay its police officers overtime and a rate of one and a half times his/her regular rate for any hours worked in excess of 43 hours per workweek. (See as Attached as Exhibit D)

11. Plaintiffs and the Putative Class Members were "non-exempt" "employees" of Defendant as those terms are defined in the FLSA.

12. During all times relevant to this Complaint, Defendant regularly failed to pay Plaintiffs and members of the Putative Class for:

a. all court duty hours, such as travel time or hours of court attendance;

b. all of the time necessary to complete mandatory Daily Activity Logs; and,

c. all of the time associated with mandatory training and meetings.

13. Many times, the work described in Paragraph 14 (a-c) causes the work hours of Plaintiffs and members of the Putative Class to exceed 43 hours in a workweek.

INDEPENDENT CONTRACTOR PERIOD

14. At all relevant times and until approximately January 1, 2013, Defendant misclassified Plaintiffs and members of the Putative Class, as independent contractors.

("Independent Contractor Period") Defendant referred to Plaintiffs and members of the Putative Class as "independent contractors" and/or "independent contractor Police Officers" and/or "temporary personnel".

15. During the Independent Contractor Period, Defendant paid Plaintiffs and members of the Putative Class a straight hourly rate, regardless of the number of hours worked. Thus, Defendant did not pay Plaintiffs and members the Putative Class an overtime premium for any hours worked in excess of 43 hours in a workweek. In fact, Defendant's written agreement with Plaintiffs and members of the Putative Class specifically stated that the independent contractor "personnel shall not be paid at the rate of time and one half for hours worked." A copy of Plaintiff Maddox's Agreement is attached hereto as Exhibit E.

16. Plaintiffs and members of the Putative Class who worked for Defendant during the Independent Contractor Period were misclassified as independent contractors in that Defendant exercised significant control.

17. Plaintiffs and members of the Putative Class who worked for Defendant during the Independent Contractor Period were required by the Defendant:

a. to wear LHPD uniforms;

b. use LHPD equipment;

c. to report to work at times scheduled by the Defendant;

d. attend the Defendant's training and other meetings;

e. to work beats or posts assigned by one of the Defendant' supervisors; and,

f. to obtain permission before engaging in any other employment.

This list of examples is not exhaustive but meant for illustrative purposes only.

18. As a matter of economic reality, Plaintiffs and members the Putative Class were "non-exempt" "employees" as those terms are defined in the FLSA during the Independent Contractor Period.

19. In or around 2009, Plaintiff Maddox complained to his supervisors about not being paid for all hours worked, including overtime. Plaintiff Maddox was told that "contractors do not get overtime". This is consistent with the representation made by the Village as contained in Exhibit E.

POST IRS DETERMINATION PERIOD

20. In or around April 2012, Plaintiff Maddox submitted to the Internal Revenue Service ("IRS") form SS-8, Determination of Worker Status for Purposes of Federal Employment Taxes and Income Tax Withholdings (the "SS-8") for the time period of January 1, 2010 to December 31, 2011. A copy of the SS-8 Form is attached hereto as Exhibit F.

21. The SS-8 identified Defendant Village as the entity for whom work at issue was performed.

22. Upon information and belief, the IRS determined that Plaintiff Maddox was misclassified as an independent contractor and that he was an employee for tax purposes.

23. Because of the IRS determination, the Village now classifies its police officers as non-exempt employees ("Post IRS Determination Period").

24. During the Post IRS Determination Period, Defendant continued to deny Plaintiffs and members of the Putative Class pay for all hours worked, including overtime for hours worked in excess of 43 hours in a workweek.

COLLECTIVE ACTION ALLEGATIONS

25. Plaintiffs bring their FLSA claims as a collective action pursuant to 29 U.S.C. § 216(b) on behalf of all individuals who are similarly situated to Plaintiffs. (Putative Class)

26. Collective action treatment of Plaintiffs' and the Putative Class' FLSA claims is appropriate because Plaintiffs and the Putative Class have been subjected to the common practices and policies described in the above paragraphs and the success of their claims depends on the resolution of common issues of law and fact, including,

- Whether the Defendant misclassified Plaintiffs and the Putative Class Members as independent contractors prior to January 1, 2013, the Independent Contractor Period, and therefore failed to properly compensate the Plaintiffs and members of the Putative Class for all hours worked and for hours over 43 hours in a workweek, failure to pay overtime; and
- Whether, after January 1, 2013, the Post IRS Determination Period, Defendant failed to properly compensate Plaintiffs and the Putative Class Members for all hours worked and for hours over 43 hours in a workweek, failure to pay overtime.

Retaliation Against Plaintiff Sparks

27. In late October 2013, Plaintiff Sparks' complained to the Village regarding its wage and hour pay practices, among other things.

28. Undersigned counsel then made a public records request for wage and hour information directed to the Defendant on Plaintiff Sparks' behalf.

29. Subsequently, undersigned counsel informed the Village that it represented Plaintiffs Sparks with regard to alleged wage and hour violations, among other things.

30. Since early November 2013, Defendant, directly or through their agents, has engaged in retaliatory conduct against Plaintiff Sparks.

31. For example purposes only, Plaintiff Sparks was assigned to third shift even though it is known that he is unavailable to work third shift on a regular basis.

32. Additionally, Plaintiff Sparks was relieved of his police clerk duties for no reason.

33. Defendant's retaliatory conduct directly resulted in Plaintiff Sparks' constructive discharge.

34. Plaintiff Sparks' retaliation claim is relevant to the collective claims of the Plaintiffs and members of the Putative Class because Defendant retaliated against Plaintiff Sparks, in part, to have a "chilling effect" upon members of the Putative Class in an effort to prevent the Putative Class Members from exercising their rights under the FLSA.

COUNT I
(Alleging Failure to Pay for all Hours Worked and Failure to Pay the Legally Mandated Overtime Premium in Violation of the FLSA)

35. All previous paragraphs are incorporated as though fully set forth herein.

36. The FLSA requires that covered employees be compensated for every hour worked in a workweek. *See* 29 U.S.C. § 206(a)-(b).

37. The FLSA generally requires that covered employees receive overtime compensation "not less than one and one-half times" the employee's regular rate of pay for all hours worked over forty (40) in a workweek. *See* 29 U.S.C. § 207(a)(1).

38. Section 29 U.S.C. 207(k) provides a partial overtime exemption for public agencies engaged in law enforcement activities.

39. Section 37.40 of the Village Code provides that police officers "are entitled to one and one half hours of overtime compensation time for each hours worked over" forty-three (43) hours per week.

40. During all times material to this Complaint, Defendant was an employer covered by the FLSA and was required to comply with its mandates.

41. During all times material to this Complaint, Plaintiffs and the Putative Class were covered employees entitled to protection under the FLSA and were not exempt.

42. During all times material to this Complaint, Plaintiffs and the Putative Class were not volunteers and expected compensation for all hours worked.

43. During all times material to this complaint, Defendant violated the FLSA with respect to Plaintiffs and the Putative Class by failing to pay them for all hours worked, including the legally mandated overtime premium for all hours worked in excess of forty-three (43) in a work period based on a correct regular rate of pay.

44. In violating the FLSA, Defendant acted willfully and with reckless disregard of clearly applicable FLSA provisions.

COUNT II
(Alleging Unlawful Retaliation Under 29 U.S.C. § 215(a)(3))

45. All previous paragraphs are incorporated as though fully set forth herein.

46. Section 29 U.S.C. § 215(a)(3) makes it unlawful for any person to "discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act."

47. The anti-retaliatory protections of the FLSA apply whether complaints are verbal or written.

48. Defendant, directly or through its agents, changed the terms and conditions of Plaintiff Sparks' employment.

49. Defendant's conduct was primarily motivated by Plaintiff Sparks' wage and hour complaints and wage and hour public records requests made through undersigned counsel and was caused by Plaintiff Sparks exercising his legally protected statutory rights.

50. Defendant's retaliatory conduct has harmed and continues to harm Plaintiff Sparks. Such conduct includes, but is not limited to, removal of certain job duties without cause and conduct resulting in Plaintiff Sparks' constructive discharge.

51. Plaintiff Sparks' retaliation claim is relevant to the collective claims of Plaintiff Maddox and members of the Putative Class because Defendant retaliated against Plaintiff Sparks, in part, to have a "chilling effect" upon members of the Putative Class in an effort to prevent members of the Putative Class from exercising their rights under the FLSA.

52. In engaging in such retaliatory conducted, Defendant acted willfully and with reckless disregard of the FLSA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, pray for relief as follows:

1. Designation of this action as a collective action pursuant to § 216(b) on behalf of the Putative Class defined as:

> **Any person who worked for the Defendant as an "independent contractor Police Officer", "Part-time Police Officer" and/or "temporary employee Police Officer" at any time during three (3) years prior to filing this Complaint and was not paid for all hours worked and/or not paid an overtime premium for hours worked in excess of 43 hours in a workweek.**

2. Prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to the Putative Class, apprising them of the pendency of this action, and permitting them to assert timely FLSA pursuant to 29 U.S.C. § 216(b);

3. Compensatory and back pay damages to the fullest extent permitted under federal;

4. Liquidated damages to the fullest extent permitted under federal;

5. Litigation costs, expenses and attorneys' fees to the full extent permitted under federal law;

6. All equitable relief necessary to undue the "chilling effect" cause by Defendant's retaliation against Plaintiff Sparks; and

7. Such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury of claims so triable.

/s/Robert E. DeRose
Robert E. DeRose

Dated: December 4, 2013

Respectfully,

/s/ Robert E. DeRose

Robert E. DeRose (0055214)
Robi J. Baishnab (0086195)
Melissa J. Peters (0089104)
BARKAN MEIZLISH HANDELMAN GOODIN DEROSE WENTZ, LLP
250 E. Broad St., 10th Floor
Columbus, Ohio 43215
Telephone: (614) 221-4221
Facsimile: (614) 744-2300
Email: bderose@barkanmeizlish.com
rbaishnab@barkanmeizlish.com
mpeters@barkanmeizlish.com

/s/ Hans A. Nilges
Hans A. Nilges (0076017)
Shannon M. Draher (0074304)
MORROW & MEYER, LLC
6269 Frank Avenue NW
North Canton, Ohio 44720
Telephone: (330) 433-6000
Facsimile: (330) 433-6993
Email: hnilges@morrowmeyer.com
sdraher@morrowmeyer.com

Counsel for Plaintiffs

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS
STEVE R. MADDOX, ANTWAN L. SPARKS, on behalf of themselves and others similarly situated

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Robert E. DeRose, Esq., BARKAN MEIZLISH HANDELMAN GOODIN DEROSE WENTZ, LLP, 250 E. Broad St., 10th Fl., Columbus, Ohio 43215, 614-221-4221

DEFENDANTS
THE VILLAGE OF LINCOLN HEIGHTS, OHIO, 1201 Steffen Ave, Lincoln Heights, Ohio 45215

County of Residence of First Listed Defendant HAMILTON COUNTY
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only)*

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated or Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated and Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☒ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District *(specify)*
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
Fair Labor Standards Act of 1938 ("FLSA"), 29 U.S.C. §§ 201, et seq

Brief description of cause:
Collective FLSA action (29 USC § 216(b)) for unpaid wages and overtime, and retaliation (29 USC § 215(a)(3)).

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND $
CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY *(See instructions)*:
JUDGE _____ DOCKET NUMBER _____

DATE
12/04/2013

SIGNATURE OF ATTORNEY OF RECORD
/s/ Robert E. DeRose

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. **Origin.** Place an "X" in one of the six boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio

STEVE R. MADDOX, ANTWAN L. SPARKS, on behalf of themselves and others similarly situated *Plaintiff(s)*	)	
v.	)	Civil Action No. 1:13-cv-889
THE VILLAGE OF LINCOLN HEIGHTS, OHIO, 1201 Steffen Avenue Lincoln Heights, Ohio 43215 *Defendant(s)*	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* THE VILLAGE OF LINCOLN HEIGHTS, OHIO
c/o Mayor John W. Key, Jr.
1201 Steffen Avenue
Lincoln Heights, Ohio 45215

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: ROBERT E. DEROSE
BARKAN MEIZLISH HANDELMAN GOODIN DEROSE WENTZ, LLP
250 E. BROAD STREET, 10TH FLOOR
COLUMBUS, OH 43215

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 1:13-cv-889

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*:

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Exhibit A

CONSENT TO JOIN AND PARTICIPATE AS PARTY PLAINTIFF

I hereby give my consent to be a party plaintiff in this case, and agree to be bound by any settlement or judgment of the Court in this action. I understand that this lawsuit, *Steve R. Maddox and Antwan L. Sparks, et al. v. The Village of Lincoln Heights, Ohio, et al.*, is being filed to recover alleged unpaid wages, including overtime compensation, and other damages and relief available under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, in addition to claims under applicable Ohio law. This written Consent is intended to serve as my consent in writing to join in this lawsuit and become a party plaintiff as required by 29 U.S.C. § 216(b).

Date: 12-4-2013

Steve Maddox
SIGNATURE

Steve Maddox
NAME (Please Print Clearly)

Exhibit B

CONSENT TO JOIN AND PARTICIPATE AS PARTY PLAINTIFF

I hereby give my consent to be a party plaintiff in this case, and agree to be bound by any settlement or judgment of the Court in this action. I understand that this lawsuit, *Steve R. Maddox and Antwan L. Sparks, et al. v. The Village of Lincoln Heights, Ohio, et al.*, is being filed to recover alleged unpaid wages, including overtime compensation, and other damages and relief available under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, in addition to claims under applicable Ohio law. This written Consent is intended to serve as my consent in writing to join in this lawsuit and become a party plaintiff as required by 29 U.S.C. § 216(b).

Date: November 30, 2013

Antwan L. Sparks
SIGNATURE

Antwan L. Sparks
NAME (Please Print Clearly)

Exhibit C

Lincoln Heights, OH Code of Ordinances

Section 2.06 THE MAYOR.

As provided in Section 2.04, Council shall elect one of its members to serve as Mayor and another as Vice Mayor.

The Mayor shall preside at Council meetings and shall have no power of veto. He/she is obligated to sign all legislation passed by Council. He/she shall be the ceremonial and representative head of the Municipality, but shall exercise no administrative power except as otherwise provided in the Charter. He/she shall be recognized as the official head of the Municipality for military purposes and by the Courts for the purposes of serving civil process, and Mayor's Court.

He/she shall have judicial authority and other related powers and privileges under the Constitution and General Laws of Ohio.

The Mayor shall perform all other duties prescribed for him/her by ordinance or resolution of Council, not inconsistent with the provisions of this Charter.

The Vice Mayor shall perform the Mayor's duties when the Mayor is absent or incapacitated.

(Adopted by electorate, May 4, 1993)

Exhibit D

later than [illegible] for adequate coverage of office and telephone.

(C) A 15-minute rest period, twice a day (morning and afternoon) may be taken at a scheduled or nonscheduled time, provided that adequate coverage of telephones is arranged.

(D) Part-time employees shall work in accordance with prearranged schedules.

(E) An employee who is absent from work and whose absence is not chargeable to vacation, sick leave, or optional leave, may at the discretion of his or her supervisor, make up the time lost by working at times other than regular working hours, unless a temporary employee has been hired or funds spent to replace the absentee.

(F) The hours and working conditions for auxiliary police members will be as follows.

(1) All auxiliary police members shall work no less than 40 hours per month to maintain their status as active members.

(2) All auxiliary police members shall submit to the senior administrative auxiliary police officer on or before the twenty-sixth day of each month, a schedule of their availability for work. Upon receipt of this information, the senior administrative auxiliary police officer will schedule such auxiliary police officer for 20 hours of duty, and such officer will be permitted to sign for 20 hours for a total of 40 minimum hours of duty. Such officer may arrange with the senior administrative auxiliary police officer to sign for additional hours of duty.

(3) Changes in the work schedule of an auxiliary police officer can only be made by the supervisory auxiliary police officer.

(4) Auxiliary police officers are required to complete a time sheet for all hours worked and submit it to the senior administrative auxiliary police officer on the regularly scheduled village payroll periods.

(1995 Code, § 37.37) (Ord. 75-53, passed 6-9-1975; Am. Ord. 96-O-28, passed 9-9-1996)

§ 37.38 SALARIES.

(A) Each employee is paid on a two-week basis. The village pay period commences on Saturday and ends on Friday, with the pay day occurring biweekly. Employees are paid not later than 12:00 noon.

(B) Should a payday coincide with a nonscheduled working day, paychecks will be distributed on the preceding working day not later than 12:00 noon.

(C) The village's policy is that there will be no advances made on payroll except in case of emergency, with the exception of vacation pay which will be paid the Friday preceding the vacation period.

(D) All payroll checks that remain undistributed, due to an employee's absence at the end of the various pay periods, should be returned to the finance office for safekeeping.

(1995 Code, § 37.38) (Ord. 75-53, passed 6-9-1975)

§ 37.39 TIME CARD AND TIME SHEETS.

The following village employees will use time cards or time sheets to be filled in by pen or by use of the time clock:

(A) Police Department, except the Chief of Police; and

(B) Any other employee as designated by the Village Manager.

(1995 Code, § 37.39) (Ord. 75-53, passed 6-9-1975; Am. Ord. 99-O-31, passed 7-12-1999)

§ 37.40 OVERTIME COMPENSATION AND COMPENSATORY TIME OFF.

(A) All employees in nonexempt service as defined in Article VIII, Lincoln Heights Charter are entitled to overtime compensation when earned.

(B) Overtime commences after regular employees have worked 40 hours per week and after police officers have worked 43 hours per week.

(C) Nonexempt employees are entitled to one and one half hours of overtime compensation time for each hour worked over the number of hours set forth in division (B) above.

(D) Instead of overtime compensation, an employee may choose to take compensatory time off.

(E) Compensatory time is based upon actual time worked and does not include personal leave, sick leave, vacation leave or any other leave of absence.

(F) For all staff except police, compensatory time must be used within 60 days of being earned. A maximum of 25 compensatory time hours or 25 overtime hours may be accrued before the employee must take compensatory time off or be paid overtime compensation. Any decision by the manager to approve hours above the 25 hours or carried over beyond 60 days should be brought before Council.

(G) Unused compensatory time shall be payable to the employee upon separation from village service.

§ 37.41 USE OF VILLAGE VEHICLES.

(A) No vehicle belonging to the village may be used by any person without permission from the Village Manager.

(B) No vehicle belonging to the village may leave the legal boundaries of the village unless:

(1) A trip ticket has been secured from the Village Manager's office date stamped noting destination, nature of business, and mileage on odometer;

(2) For clarification, no person may use any village-owned vehicles for personal uses such as going to the store or picking anyone up for work; and

(3) The only exception to this rule shall be for the Police Department. They may leave the village for official business and must notify the dispatcher before leaving and on return. Also the police may leave the village to purchase carry-out lunch. However, they may not stay away from the village for more than ½ hour and must log in and out with the dispatcher, local or county.

(C) The Fire Chief's car is a business vehicle and shall be used only for business and by the Fire Chief. The Fire Chief may designate some other firefighter to operate the vehicle for business purposes only.

(D) Immediate disciplinary action shall be administered by the Village Manager toward any and all violators of this section.

(1995 Code, § 37.41) (Ord. 80-O-28, passed 5-12-1980; Am. Ord. 80-O-35, passed 6-23-1980)

§ 37.42 ALCOHOL AND DRUG TESTING POLICY.

(A) *Purpose.* The Village Manager will enforce a drug and alcohol abuse/testing policy for all employees of the village. It is the intent of this policy to provide an alcohol-free, drug-free, safe working environment for all village employees. Employees of the village are expected to be in suitable mental and physical condition at work, to perform their jobs satisfactorily and to behave appropriately. The use of drugs, other than for medicinal purposes interferes with such expectations and will not be tolerated. The purpose of this policy is to provide consistent and relevant guidelines for all employees regarding alcohol and other drug-use situations.

(B) *Policy.*

(1) The possession, transfer, sale, use of or impairment caused by alcohol and drugs, legal or illegal, during work hours or meal breaks, whether on or off municipal property, will be controlled by the procedures specified in this policy. Violations of this policy will result in discipline, including termination of employment or pursuing legal prosecution. Substances included are all forms of alcohol, narcotics, depressants, stimulants, hallucinogens and marijuana, and any other substance that affects behavior.

(2) Excluded from this prohibition is the use of drugs for medical purposes. When prescribed or over-the-counter drugs may affect behavior and performance, employees are encouraged to advise their supervisor that they are taking such drugs for medical reasons, and medical evaluation may be required. An employee is obligated to advise his or her immediate supervisor of any job restrictions or limitations known by the employee to be associated with the use of the medication involved. Where such use of drugs adversely affects job performance, it is in the best interest of the employee, co-workers and municipality that the employee be relieved of his or her duties and placed on sick leave.

(C) *Procedures.*

(1) Prospective employees may be required to submit to drug and alcohol screening tests.

(2) Use of village property, including but not limited to lockers, vehicles, desks and any other property by an employee is conditioned upon the right of the Village Manager or his or her designated representative to search such village property for drugs, alcohol, firearms, or other improper materials.

(3) When the Village Manager has a reasonable suspicion that there is a violation by an employee of the drug and alcohol policy, the Village Manager or his or her designated representative may search the village property or personal property in the possession of such employee.

(4) Among the circumstances that may provide "reasonable" suspicion are:

(a) The inability of an employee to perform his or her assigned duties;

(b) Reduced productivity in work by a village employee;

(c) An accident resulting in on-duty injury to the employee or a co-worker;

(d) A high or unusual pattern of absenteeism;

Exhibit E

VILLAGE OF LINCOLN HEIGHTS POLICE DIVISION
From the desk of
A/Chief of Police, DeAngelo Sumler
1201 Steffens Ave., Lincoln Heights, Ohio 45215 • Phone: (513) [illegible]-6255 • Fax: (513) -733-4008
Email – Ddsumler@[illegible]

TEMPORARY EMPLOYMENT AGREEMENT

Occasions arise when the Village of Lincoln Heights, Police Division is in need of temporary personnel to fill full-time employees vacancies that may occur for various reasons. The Police Division will employ temporary personnel on an as needed basis, for specific times and shifts with the approval of the Village Manager. When these personnel vacancies need to be filled on a temporary basis, the personnel that are selected to work by the Chief of Police shall agree to and adhere to the below listed guidelines as a condition of employment:

A. **Temporary personnel will work for a fixed hourly rate of $ 12.00 per hour for the hours that they are required to work.**
B. **Temporary personnel shall not be paid at the rate of time and one half for hours worked.**
C. **The Village of Lincoln Heights shall not provide benefits for the personnel.**
D. **Personnel shall complete a time sheet for pay and they will be paid on the same dates as full-time employees of the Village of Lincoln Heights**
E. **Personnel will be required to work the shifts, days and hours that are specified by the Lincoln Heights Police Division.**
F. **Personnel will be responsible for their own uniforms and equipment unless otherwise specified by the Chief of Police.**
G. **Personnel agreement for employment can be terminated with (48) hours notice.**
H. **A separate personnel agreement must be signed after each consecutive (90) ninety-day work period.**
I. **Personnel hired to work temporary positions shall not consider a temporary personnel appointment as a consideration into a full-time employee position. All temporary employees hired if interested shall proceed through the police division hiring process if interested in full-time employment.**
J. **Temporary personnel are responsible and shall follow all policies, procedures, rules and regulations of the Lincoln Heights Police Division.**

These guidelines are subject to change by the Chief of Police as deemed necessary.

I, Steven Madden (PRINT NAME) do agree to accept the temporary position and agree to the conditions of my temporary position with the Lincoln Heights Police Division. I am aware that the Police Division or I, can terminate this agreement at anytime that they/I wish with a (48) forty-eight hour prior notice.

Temporary Personnel: [signature] **Date:** 7.8.08

Chief of Police: [signature] **Date:** 7/8/08

Village Manager: [signature] **Date:**

Exhibit F

Form **SS-8**

(Rev. August 2011)

Department of the Treasury
Internal Revenue Service

Determination of Worker Status for Purposes of Federal Employment Taxes and Income Tax Withholding

OMB. No. 1545-0004

For IRS Use Only:
Case Number:

Earliest Receipt Date:

Name of firm (or person) for whom the worker performed services Village of Lincoln Heights	Worker's name Steve Maddox
Firm's mailing address (include street address, apt. or suite no., city, state, and ZIP code) 1201 STEFFENS AVE CINCINNATI, OH 45215	Worker's mailing address (include street address, apt. or suite no., city, state, and ZIP code) REDACTED
Trade name: N/A Firm's email address:	Worker's daytime telephone number: REDACTED Worker's email address: REDACTED
Firm's fax number: 513-733-4008 Firm's website: VILLAGEOFLINCOLN.ORG	Worker's alternate telephone number: REDACTED Worker's fax number: N/A
Firm's telephone number (include area code): 513-733-5900 Firm's employer identification number:	Worker's social security number: Worker's employer identification number (if any):

Note. If the worker is paid for these services by a firm other than the one listed on this form, enter the name, address, and employer identification number of the payer. ▶

Disclosure of Information

The information provided on Form SS-8 may be disclosed to the firm, worker, or payer named above to assist the IRS in the determination process. For example, if you are a worker, we may disclose the information you provide on Form SS-8 to the firm or payer named above. The information can only be disclosed to assist with the determination process. If you provide incomplete information, we may not be able to process your request. See *Privacy Act and Paperwork Reduction Act Notice* on page 6 for more information. **If you do not want this information disclosed to other parties, do not file Form SS-8.**

Parts I–V. All filers of Form SS-8 must complete all questions in Parts I–IV. Part V must be completed if the worker provides a service directly to customers or is a salesperson. If you cannot answer a question, enter "Unknown" or "Does not apply." If you need more space for a question, attach another sheet with the part and question number clearly identified. Write your firm's name (or workers' name) and employer identification number (or social security number) at the top of each additional sheet attached to this form.

Part I General Information

1 This form is being completed by: ☐ Firm ☑ Worker; for services performed 1/1/2010 (beginning date) to 12/31/2011 (ending date).

2 Explain your reason(s) for filing this form (for example, you received a bill from the IRS, you believe you erroneously received a Form 1099 or Form W-2, you are unable to get worker's compensation benefits, or you were audited or are being audited by the IRS).
RECEIVED 1099-MISC AND FEEL I'M AN EMPLOYEE AND SHOULD BE RECEIVING W-2

3 Total number of workers who performed or are performing the same or similar services: @16

4 How did the worker obtain the job? ☑ Application ☐ Bid ☐ Employment Agency ☐ Other (specify)

5 **Attach copies of all supporting documentation (for example, contracts, invoices, memos, Forms W-2 or Forms 1099-MISC issued or received, IRS closing agreements or IRS rulings).** In addition, please inform us of any current or past litigation concerning the worker's status. If no income reporting forms (Form 1099-MISC or W-2) were furnished to the worker, enter the amount of income earned for the year(s) at issue $
If both Form W-2 and Form 1099-MISC were issued or received, explain why. N/A

6 Describe the firm's business. POLICE DEPARTMENT

Part I **General Information** (continued)

7 If the worker received pay from more than one entity because of an event such as the sale, merger, acquisition, or reorganization of the firm for whom the services are performed, provide the following: Name of the firm's previous owner: N/A

Previous owner's taxpayer identification number: N/A Change was a: ☐ Sale ☐ Merger ☐ Acquisition ☐ Reorganization ☐ Other (specify) N/A

Description of above change: N/A

Date of change (MM/DD/YY): N/A

8 Describe the work done by the worker and provide the worker's job title. (POLICE OFFICER): PATROL LINCOLN HEIGHTS AREA AND SURROUNDING JURISDICTIONS AS NEEDED, TRAFFIC ENFORCEMENT, RADIO RUNS, SEARCH WARRENTS, CRIMINAL APPREHENSION, CRIME PREVENTION, WORK DETAIL ASSIGNMENTS (LINCOLN HEIGHTS FESTIVAL MANDATORY)

9 Explain why you believe the worker is an employee or an independent contractor. (EMPLOYEE), MUST WEAR UNIFORM AND INSIGNIA, ATTEND MANDATORY MEETINGS AND TRAININGS, MUST RESPOND TO COURT NOTIFY, SCHEDULED WORK HOURS 11P-7A, PAID HOURLY WAGE AND RECEIVE BI-WEEKLY PAYCHECK, DRIVE POLICE CAR, PASS UNIFORM/GROOMING STANDARD.

10 Did the worker perform services for the firm in any capacity before providing the services that are the subject of this determination request?

☐ Yes ☑ No ☐ N/A

If "Yes," what were the dates of the prior service?

If "Yes," explain the differences, if any, between the current and prior service.

11 If the work is done under a written agreement between the firm and the worker, attach a copy (preferably signed by both parties). Describe the terms and conditions of the work arrangement. EMPLOYMENT CONTRACT

Part II **Behavioral Control** (Provide names and titles of specific individuals, if applicable.)

1 What specific training and/or instruction is the worker given by the firm? ANNUAL FIRE ARMS RECERTIFICATION, TASER TRAINING, RCIC TRAINING, OPOTA CERTIFIED, RECEIVE INSTRUCTION FROM SERGEANT AND POLICE CHEIF.

2 How does the worker receive work assignments? RADIO RUNS, DIRECTION OF SHIFT SERGEANT AND/OR CHEIF

3 Who determines the methods by which the assignments are performed? CHEIF/SERGEANT, POLICY & PROCEDURE MANUAL

4 Who is the worker required to contact if problems or complaints arise and who is responsible for their resolution? SHIFT SERGEANT, INTERNAL INVESTIGATIONS, CHEIF. (RESOLUTION) CHEIF

5 What types of reports are required from the worker? Attach examples. INCIDENT REPORTS, OFFENSE REPORTS, PROPERTY TAGGING, AUTO CRASH, ARREST REPORT, CORONER DEATH INVESTIGATION REPORT

6 Describe the worker's daily routine such as his or her schedule or hours. WORK 11P-7A, ATTEND BRIEFING AT BEGINNING OF SHIFT, PREP POLICE CAR, BEGIN PATROL.

7 At what location(s) does the worker perform services (for example, firm's premises, own shop or office, home, customer's location)? Indicate the appropriate percentage of time the worker spends in each location, if more than one. LINCOLN HEIGHTS POLICE DEPARTMENT

8 Describe any meetings the worker is required to attend and any penalties for not attending (for example, sales meetings, monthly meetings, staff meetings). MANDATORY TRAININGS AND/OR MEETINGS. PENALTIES/DISIPLINE DETERMINED BY SERGEANT AND/OR CHEIF.

9 Is the worker required to provide the services personally? . . . . . ☐ Yes ☐ No

10 If substitutes or helpers are needed, who hires them? N/A

11 If the worker hires the substitutes or helpers, is approval required? . . . . . ☐ Yes ☐ No

If "Yes," by whom? N/A

12 Who pays the substitutes or helpers?

13 Is the worker reimbursed if the worker pays the substitutes or helpers? . . . . . ☐ Yes ☐ No

If "Yes," by whom? N/A

Part III Financial Control (Provide names and titles of specific individuals, if applicable.)

1 List the supplies, equipment, materials, and property provided by each party:
The firm: POLICE CAR, RADIO, TASER, TACTICAL VEST, GUN BELT AND HOLSTER, BADGE AND INSIGNIA, HAT
The worker: GUN
Other party:

2 Does the worker lease equipment, space, or a facility? ☐ Yes ☑ No
If "Yes," what are the terms of the lease? (Attach a copy or explanatory statement.) N/A

3 What expenses are incurred by the worker in the performance of services for the firm? UNIFORM CLOTHING, BOOTS, COLD WEATHER GEAR, UNIFORM PANTS/SHIRT

4 Specify which, if any, expenses are reimbursed by:
The firm: NONE
Other party: NONE

5 Type of pay the worker receives: ☐ Salary ☐ Commission ☑ Hourly Wage ☐ Piece Work
☐ Lump Sum ☑ Other (specify) BI-WEEKLY PAY CHECK
If type of pay is commission, and the firm guarantees a minimum amount of pay, specify amount, $

6 Is the worker allowed a drawing account for advances? ☐ Yes ☑ No
If "Yes," how often?
Specify any restrictions.

7 Whom does the customer pay? ☑ Firm ☐ Worker
If worker, does the worker pay the total amount to the firm? ☐ Yes ☐ No If "No," explain.

8 Does the firm carry workers' compensation insurance on the worker? ☑ Yes ☐ No

9 What economic loss or financial risk, if any, can the worker incur beyond the normal loss of salary (for example, loss or damage of equipment, material)? NOT RECEIVING POLICE PENSION, MEDICAL/DENTAL INSURANCE

10 Does the worker establish the level of payment for the services provided or the products sold? ☐ Yes ☑ No
If "No," who does?

Part IV Relationship of the Worker and Firm

1 Please check the benefits available to the worker: ☐ Paid vacations ☐ Sick pay ☐ Paid holidays
☐ Personal days ☐ Pensions ☐ Insurance benefits ☐ Bonuses
☑ Other (specify) WORKERS' COMPENSATION

2 Can the relationship be terminated by either party without incurring liability or penalty? ☑ Yes ☐ No
If "No," explain your answer.

3 Did the worker perform similar services for others during the time period entered in Part I, line 1? ☐ Yes ☑ No
If "Yes," is the worker required to get approval from the firm? ☐ Yes ☐ No

4 Describe any agreements prohibiting competition between the worker and the firm while the worker is performing services or during any later period. Attach any available documentation. N/A

5 Is the worker a member of a union? ☐ Yes ☑ No

6 What type of advertising, if any, does the worker do (for example, a business listing in a directory or business cards)? Provide copies, if applicable. N/A

7 If the worker assembles or processes a product at home, who provides the materials and instructions or pattern?
N/A

8 What does the worker do with the finished product (for example, return it to the firm, provide it to another party, or sell it)?
N/A

9 How does the firm represent the worker to its customers (for example, employee, partner, representative, or contractor), and under whose business name does the worker perform these services? POLICE OFFICER (OFFICER MADDOX)

10 If the worker no longer performs services for the firm, how did the relationship end (for example, worker quit or was fired, job completed, contract ended, firm or worker went out of business)? N/A (CURRENTLY EMPLOYED)

Part V **For Service Providers or Salespersons.** Complete this part if the worker provided a service directly to customers or is a salesperson.

1 What are the worker's responsibilities in soliciting new customers?

2 Who provides the worker with leads to prospective customers?

3 Describe any reporting requirements pertaining to the leads.

4 What terms and conditions of sale, if any, are required by the firm?

5 Are orders submitted to and subject to approval by the firm? ☐ Yes ☐ No

6 Who determines the worker's territory?

7 Did the worker pay for the privilege of serving customers on the route or in the territory? ☐ Yes ☐ No

If "Yes," whom did the worker pay?

If "Yes," how much did the worker pay? $

8 Where does the worker sell the product (for example, in a home, retail establishment)?

9 List the product and/or services distributed by the worker (for example, meat, vegetables, fruit, bakery products, beverages, or laundry or dry cleaning services). If more than one type of product and/or service is distributed, specify the principal one.

10 Does the worker sell life insurance full time? ☐ Yes ☐ No

11 Does the worker sell other types of insurance for the firm? ☐ Yes ☐ No

If "Yes," enter the percentage of the worker's total working time spent in selling other types of insurance %

12 If the worker solicits orders from wholesalers, retailers, contractors, or operators of hotels, restaurants, or other similar establishments, enter the percentage of the worker's time spent in the solicitation %

13 Is the merchandise purchased by the customers for resale or use in their business operations? ☐ Yes ☐ No

Describe the merchandise and state whether it is equipment installed on the customers' premises.

Sign Here

Under penalties of perjury, I declare that I have examined this request, including accompanying documents, and to the best of my knowledge and belief, the facts presented are true, correct, and complete.

Type or print name below signature. Title ▶ POLICE OFFICER Date ▶

STEVE MADDOX

Tyler Tarney

From: Employer Outreach <empoutreach@opers.org>
Sent: Tuesday, September 23, 2014 12:22 PM
To: T'Lisa Dent; Employer Outreach
Cc: bderose@barkanmeizlish.com; hans@ohlaborlaw.com; dkd@santen-hughes.com; sdumas@vlho.org; swillis@vlho.org; Tyler Tarney; Patrick Kasson
Subject: RE: The Village of Lincoln Heights

Good afternoon. I printed all the attachments and forwarded them to our Compliance staff. They will notify you of their determination.
Thank you.

Lisa A Rundag
OPERS Employer Services
Employer Account Rep
1-888-400-0965
1-614-857-1152 (Fax)
employeroutreach@opers.org
www.opers.org

From: T'Lisa Dent [mailto:TDent@reminger.com]
Sent: Monday, September 22, 2014 3:31 PM
To: Employer Outreach
Cc: bderose@barkanmeizlish.com; hans@ohlaborlaw.com; dkd@santen-hughes.com; sdumas@vlho.org; swillis@vlho.org; Tyler Tarney; Patrick Kasson
Subject: The Village of Lincoln Heights

SENT ON BEHALF OF PAT KASSON:

To whom it may concern:

This office represents the Village of Lincoln Heights in connection with two pending litigation matters, *Steven Maddox, et al v. The Village of Lincoln Heights* in the United States District Court for the Southern District of Ohio and the *State of Ohio ex rel., Steve Maddox, et al vs. The Village of Lincoln Heights, Ohio, et al.* in the Ohio Supreme Court, regarding various wage-and-hour and employee-benefit-related allegations.

The Village recently received a "Notice of Right and Request for Determination for OPERS Membership, Form PEDREQ" for Michael Lowe, Onam Williams, Moniqua White and Roger Reynolds, which requested information needed by OPERS to determine whether these individuals are entitled to OPERS credit.

We have enclosed the "Independent Contractor Employee Determination for Employer" forms for Lowe, Williams, White and Reynolds, as well as the additional documentation requested. As you will see, there were a few fields on these Forms, which we were not able to complete. For example, question 5 in Section 1 requests whether their contracts "specifically address[ed] the workers' rights to receive OPERS benefits." As reflected in the attached Temporary Employment Agreements, an express condition of their work relationship was that the Village "shall not provide benefits." But, this did not specifically mention OPERS-related benefits. Additionally, question 18 in Section 1 addresses whether they were entitled to sick leave, vacation, bonus, insurance, covered by workers compensation, covered by unemployment compensation, and other benefits. These issues are disputed and at issue in the pending litigation as reflected in the attached Complaints.

Should you have any questions or concerns, or if you need any additional information, please do not hesitate to let us know.

Pat

Website | vCard

T 614-232-2418
F 614-232-2410
M 614-738-0887
www.reminger.com

Patrick Kasson, Esq.
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