

In the
Supreme Court of Ohio

ORIGINAL

State Ex., Rel. Amanda Wilson Iler
121 E. Sixth Street.
Seaman Ohio 45679

Relator,

VS.

Judge Brett M. Spencer
110 West Main Street
West Union Ohio 45693

&

Michael Farahay
1200 Mineral Springs Rd.
Peebles Ohio 45660

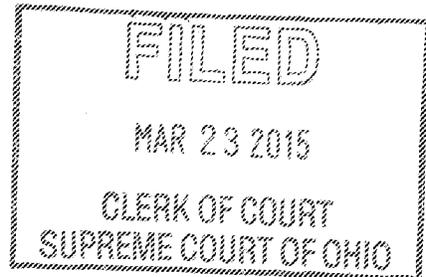
&

Judges of Fourth Court of Appeals
14 South Paint Street.
Chillicothe Ohio 45601

Respondents.

Case No. 2015-0146

Original Actions for Writs
of Habeas, Mandamus &
Prohibition



**RELATOR'S MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT
PURSUANT TO CIV. R. 15 (A) WITH AMENDED COMPLAINT ATTACHED**

Volume 1

*accompanied certificate of service

Amanda Wilson Iler
121 E. Sixth Street
Seaman Ohio 45679
*Relator, Pro Se

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66 East State Street, Ste 1800
Columbus Ohio 43215
* Counsel to Respondent,
Judge Brett Spencer

David Grimes (0067097)
108 East Mulberry Street
West Union Ohio 45679
* Counsel to Respondent,
Michael Farahay

Judges of the Fourth Court of Appeals
14 South Paint Street
Chillicothe Ohio 45601
*Respondent(s)

Pursuant to Civ. R. 15(A), Relator requests this honorable court give freely as justice requires and to grant leave to file her first amended complaint.

One purpose of the amendment is add Respondents, 'Judges of the Fourth Court of Appeals', since they are currently and have exercised and will undoubtedly continue to exercise jurisdiction in the underlying appeal case which remains pending, *Wilson v. Farahay, CA 994*. They are necessary parties to the Original Actions in Habeas, Mandamus & Prohibition seeking extraordinary writs, filed by Relator, in regards to her daughter, M.F.

Their exercising of that power is unauthorized by law. Since the lack of jurisdiction is 'patent and unambiguous,' whether or not there is an adequate remedy by appeal or by any other ordinary course of law is immaterial. The adding of said Respondents also requires Relator to re-apply claims and requested relief appropriately to their exercise of jurisdiction.

Relator also recently became aware of the printed court record in Case 20035123 obtained from the Adams Co. Clerk identified as Exhibit A in the 01/27/2015 Complaint, is absent page 30 and this amendment will also serve to correct that deficiency as well as other minor flaws that need corrected in order for the court to be able to adjudicate and consider claims on their merits.

Respondents will not suffer any undue prejudice as a result of these amendments. There is absolutely no bad faith or undue delay, in seeking leave to amend, to any party involved in the

matter. Actually, granting Relator's leave to file amended complaint may result in expedited resolution of unnecessary litigation.

A proposed amended complaint is attached and has been served upon each party respondent or their counsel of record by regular u.s mail the same date this document was filed, on 03/23/2015.

A handwritten signature in black ink, appearing to read "Amanda Wilson Iler", written over a horizontal dotted line.

Amanda Wilson Iler, Relator

121 E. Sixth St.

Seaman Ohio 45679

Ph: 937-779-6637

Dated: March 23, 2015

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing
(Relator's Motion for Leave to file first amended complaint) was issued
by regular u.s. mail to the following:

Jonathon Coughlan (0026424)

Adams Co. Prosecuting Atty

110 West Main St. Rm. 112

West Union Ohio 45693

*Counsel to Respondent Judge Brett Spencer

David Grimes (0067097)

108 E. Mulberry St.

West Union Ohio 45693

*Counsel to Respondent, Michael Farahay

Judges of the Fourth District Court of Appeals

14 South Paint Street

Chillicothe, Ohio 45601

*Respondent

My signature certifies the document(s) were issued, as indicated above

this 23RD day of March, 2015

A handwritten signature in black ink, appearing to read "Amanda Wilson Iler", written over a horizontal dotted line.

Amanda Wilson Iler, Relator

JURISDICTION

1. This Court has Original Jurisdiction to issue writs of habeas corpus, mandamus, and prohibition, pursuant to Article IV, Section 2, (B)(1)(b)-(d) of the Constitution of the State of Ohio, in addition to R.C. 2725.02 and Juvenile Rule 10(G) specifically applicable to seeking Writ of Habeas Corpus.

THE PARTIES

1. The Relator, whose also biological Mother, Amanda Wilson Iler (hereinafter 'Mother') to minor child, hereinafter "M.F." Mother has a direct interest and is a party to all cases affiliated and relative to subject, minor child, M.F. The child's mother and *alleged* father, Michael Farahay, have *never* been married, *never* entered in any shared/joint parenting provisions and outside of CSEA administrative child support actions, paternity has never been legally or scientifically established or determined.
2. The Respondent, Michael Farahay, is the *alleged* father who is named respondent for sole purpose in the Writ of Habeas Corpus. It is he that has intentionally deprived, interfered and continues to retain the unlawfully obtained 'custody' of child through his own egregious conduct.
3. The Respondent, Judge Brett Spencer, is the sole elected judge of Adams County Court of Common Pleas, Juvenile Division, located at 110 West Main St., West Union OH 45679. It is he that had no statutory power conferred upon him to take any actions in Juv. Case 20035123 but refused to cease the exercise of his ultra vires power and caused the deprivation of child custody from Relator Mother.
4. The Respondent, Fourth District Court of Appeals, are where underlying Juv Case 20035123 *Wilson v. Farahay* remains pending as a result of filed 'appeal notice' and continues to exercise jurisdiction over the matters.

Relator's Amended Complaint

The Relator's Writ complaints being filed are a result of Adams County Court Judge Brett Spencer's refusal to cease his ultra vires jurisdiction in Juv. Case 20035123, he being the direct causation of the unneeded pending upon appeal in the fourth district court of appeals as *CA 994* where as M.F. a minor child has been used as nothing more than a hostage by Respondent Judge Brett Spencer due to demanding he 'administer justice' upon the immoral conduct that continues to infect the Adams County Court house by one of the local attorneys that purports to be qualified under the invisible title as Guardian Ad Litem, 'in the best interests of the child(ren)''.

Exhibit A will clearly show that 20035123 is a Juvenile Case that was initiated by Adams Co. CSEA for an administrative child support order for a child born out of wedlock, p. 1 dates 12/11/2003 where the CSEA institutes a filed *Complaint* to establish support. Respondent Michael Farahay did not ever counter or plead, or move in any of the CSEA's actions or filings.

P.6 & 7 of Exhibit A will verify Respondent's first filing was 07-14-2008 and though the CSEA had nothing pending his litigation would be new 'issues' subject to the filing of a complaint to invoke jurisdiction of any type. His document was a *Motion* and all filings on his behalf have all been improper *MOTIONS*.

“The appropriate way to invoke the jurisdiction of the juvenile court is by the filing of a complaint.” In re D.G., 5th Dist. Guernsey No. 09-CA-25, 2010-Ohio-1461, ¶ 26.

Juvenile Rule 2(F) defines the complaint as “the legal document that sets forth the allegations that form the basis for juvenile court jurisdiction.”

The most recent attempt was yet another incompetent *Motion* purporting to be ‘educational neglect’ allegation and its incorporated as Exhibit B and is also reflected in Exhibit A on p. 23 See the filed info re: *Motion*.

The only discovery prior to hearings was one flakey interrogatory, exhibit C, noting the date the attorney signs off on her evasive discovery was August 28, 2013 then the very next day she issues subpoena’s of witnesses she “forgot to list yesterday” on the 28th.

See Exhibit A, p.25 date of 08/29/2014 she issues a subpoena to Relator’s ex-spouse, Matthew Iler. Note, the first hearing was 11/03/2014 so the attorney had between 08/29/2014 forward to disclose and/or amend allegations and did no such thing. The interrogatories do not lend themselves outside of the *Motion* that was filed 04/11/2013.

Testimony transcribed in Vol. II hearing date 11/03/2014 pages 60-77

****11/03/2014, p.75, line 20, Matt Iler, testifies, under oath, and denies long-term contact with Respondent Michael Farahay. p. 76, line 10 thru his departure on p.77, he specifically denies his long time intent to attend this case in Adams Co and on page he even says his purpose for testifying was for the concern of the child(ren) and denies his testimony three months prior in another county and even purposely misleads his knowledge of the upcoming Adams County litigation , Exhibit G is Highland Co, Transcripts of hearing 08/05/2013 and

Mr. Iler was not 'concerned' of these same allegations on behalf of his own child, whose years younger and smaller than the one child that is not his biological child but he felt compelled to testify to 'save her'.

****See Highland Co Transcripts, p. 16-lines 11-24.

he implies M.F. and Relator mistakenly accused him of having contact w/ Respondent Michael Farahay as a factor in the cause of the future litigation in Adams Co and even says M.F. lied and even refers to Relator 'barging' in his home and refers to dates of 04/24/14 by use of a calendar to further corroborate his 'dates' but fails to acknowledge that Relator had no knowledge of the Motion filed 4-11-13 until actually 05-20-2014, See Exhibit B the actual envelope validates service 05/20/2014 as a result of the attorney listing the wrong zip code so it is impossible to wrongfully accuse him of conspiring on 04-24 when Relator was not even served until 05/20/2014.

For the purposes of Civ.R.3(A), the filing of a motion cannot substitute for the filing of a complaint. The Second Appellate District Court has explained that "Civ.R. 7 distinguishes a pleading from a motion. 'Under Civ.R. 7(A), only complaints, answers and replies constitute pleadings.' " (Emphasis original.) *State v. Wilkins* (1998), 127 Ohio App.3d 306, 310, 712 N.E.2d 1255, dismissed (1999), 85 Ohio St.3d 1213, 709 N.E.2d 169, quoting *State ex rel. Hanson v. Guernsey Cnty. Comrs.*(1992), 65 Ohio St.3d 545, 549, 605 N.E.2d 378.

A complaint is a pleading that need only contain a short and plain statement of the claim showing that the party is entitled to relief. Civ.R. 8(A)(1). Where as a "motion" is defined as an application to the court for an order. Civ.R. 7(B)(1). A motion is not a pleading.

State Edison Co. v. Oehler(Oct. 4, 1995), 9th Dist. No. 17167, at 9, appeal not allowed (1996), 75 Ohio St.3d 1405.

Thus, in the same context, a party cannot initiate an action by filing a motion. See Juv.R. 35 *MOTIONS* will only re-invoke issues of previous matters while his lack of countering in any of the actions of CSEA leave Respondent Michael Farahay with the requirements set forth by the statute R.C 2151.27 and Juv. R. 10 regarding Complaint(s), which is 'under oath' and requests for temporary custody, etc all have specific provisions for filing requirements, to which is what is necessary to confer the trial court any authority at all.

Further after accessing Verizon Phone Records with known log-in credentials of a former shared account, it was verified that to the complete contrary of all implied testimony of Matt Iler in both hearings in Highland & Adams Co that April of 2013 was the first communication between Matt Iler & Respondent Michael Farahay-conveniently the same time the litigation was initiated by said Motion (Verizon Records Exhibit D).

One might suggest to report the transcripts/omissions to the county prosecutor since the Judge refuses to even show concern for such but as most might reasonably conclude, please reference Exhibit J where David Kelley serving as counsel to Judge Brett Spencer in earlier attempt by Relator to prevail a remedy by writ of prohibition through the fourth court of appeals was again nonetheless treated as an adversary by even him. The prosecutor later for retaliation for demanding what is rightfully due-a simple mailing, seeks and succeeds in having Relator suspended through her employment, forwarding Relator's email to her employer, all the while he falsifies a mailing and a judge is unconcerned with accurate transcripts. No ordinary adequate relief in the normal course especially when there was no discovery and a child is waiting. Literally no one has 'heard' from her, outside of an Ad Litem whose depiction doesn't match the Magistrates and yet the Judge even implies another depiction, to which none are in agreement with the former person's perception.

COUNT I-HABEAS

1. Relator incorporates and re-alleges the all the above paragraphs and statements.
2. Relator has been unlawfully deprived custody of her biological daughter M.F. by the Respondent Judge Brett Spencer & Respondent Michael Farahay's misuse of court proceedings and the lack of authority to render such actions/decisions.
3. The parties currently have an appeal pending in the Fourth District Appellate Court (CA 994 that originated in Adams County Juv. Div. Court of Common Pleas, Juv, Case:20035123 *Wilson v Farahay*) which could also be resolved by dismissal by the granting of relief in this action. Technically, the Court of Appeals doesn't even have jurisdiction to "decide" the appeal case since the only court that's been properly invoked is The Supreme Court through the filing of Original Actions in Extraordinary Writ Petitions by Relator.
4. This remedy is sought to order Respondents Fourth Court of Appeals and elected Judge Brett Spencer to dismiss the underlying pending appeal and to compel Judge Brett Spencer to vacate all unauthorized actions and "orders" in relation to "M.F." on the several different premises, demanding he restore all parties, including a blue eyed-blond hair/ed child that is waiting patiently, M.F. restoring all to their former and proper positions, due to the reasons set forth herein
 - (1) The court's subject matter jurisdiction has *never* been properly invoked, therefore any and all judgments are *void ab initio*.
 - (2) The court has ignored and violated the statute that creates its jurisdiction,

including violating the rules of procedure promulgated by The Supreme Court of Ohio and various Judicial Rules of Conduct.

(3) Due Process, a constitutional right, which requires proper notice to parties to allow defenses and time to prepare. Interrogatories were only form of discovery (Exhibit C) were evasive and never disclosed *any* allegations outside of the allegations in the improper *Motion* filed on 04/11/2013 yet the court clearly proceeds with the violating of rights, when the court is to protect rights not steal them.

(4) Failure to join a required party, M.F.. a minor child, after an obvious conflict existed between child and a corrupt ad litem, also a licensed attorney, but acting in sole capacity of G.A.L. (“acting” is especially emphasized due to the circumstances)

(5) Respondent Judge Brett Spencer’s unauthorized exercise of power in regards to allowing his “personal reasons” to supersede Juv. Rule 37(B) Recording of Proceedings, which states in part:

“no public use shall be made by any person..**except in the course of appeal**
refusing to allow a higher court to inspect child’s in camera interview despite accepting Relator’s money for the transcription.

(6) Respondent Judge Brett Spencer’s unauthorized exercise of power in regards to admitting he is intentionally depriving a minor child from being heard, which is a constitutional right that he continues to “ignore” despite the Oath Respondent Judge Brett Spencer took to uphold the constitution.

(7)The failure to comply with any and all procedural and substantive requirements set forth in said juvenile case, including, but not limited to, pre-trial discovery “duty to

disclose” are Respondent Judge Brett Spencer’s unlawful exercise of power to invoke trial by ambush-which has since been abolished. Ultra Vires, as he lacks that authority or power but has enforced such violations and will continue to act, seeing as he refuses to answer to any allegation except with the repetitive motion to dismiss by “failure to state a claim”.

5. The Case Docket (Exhibit A, p.1, et. al) verifies Juv 20035123 originated as a result of Adams Co. CSEA filing a complaint to establish child support on behalf of child and the Respondent Michael Farahay *did not counter or motion* in that proceeding or any other proceedings related to the CSEA’s initiations. His improper instituting instruments have always been captioned as ‘*Motions*’ and were always on issues unrelated and independent of all filings by or behalf of the CSEA-when it is the CSEA that actually established the 20035123 Juv. Case.
6. R.C. 3109.12(A) is the statutory provision for the father of a child born to an unmarried woman that he must use when seeking visitation/parenting time *and if a parent and child relationship has been acknowledged and paternity has been determined in an action under Chapter 3111 of R.C.***the father may file a complaint* requesting the court grant him reasonable parenting time rights with the child***[emphasis added]
7. The Respondent's filings were not ever during or involving any of the CSEA actions. His filings have always been independent “issues” instituted by filed “*Motions*” and since they were not directly related to CSEA actions, so they are *new* issues subject to the requirements of

**R.C.2151.23 (Jurisdiction of Juv. Court),

** R.C. 2151.27 (*Complaint* invokes subject matter of Juv. Court),

**Juv. R. 10 (*Complaint* requirements), and further

**Juv. R. 35 (references *Motions* purposes are only applicable to (re)invoke prior jurisdiction of *prior* “matters”).

8. Since the court has never properly been invoked by any properly commenced *sworn complaint* by Respondent Michael Farahay, the court any inherent authority all actions are a nullity and void for want of jurisdiction.

9. The G.A.L. Tyler Cantrell is appointed by the court to represent the child's best interest not the opposing attorney or party. Clearly his filed report (Exhibit) clearly show he falsely testified to advance the interest of only Respondent Michael Farahay and completely failed and betrayed M.F. (further explained in Mandamus & Prohibition Writ)

10. See, Juv. R. 3(A) A child's right to be represented by counsel may not be waived in the following circumstances**

Juv. R. (3)(A)(3) “when there is a conflict or disagreement between the child and the parent, guardian, or custodian; or if the parent, guardian, or custodian requests that the child be removed from the home.”

His report (Exhibit E) was not timely filed or presented. The intent to have it filed prior to a hearing is to allow adequate notice so all parties may challenge and/or dispute any inaccurate findings/information and have it corrected, if it serves the best interest of the child(ren). Notably, his lists of contacted/interviewed person(s) does

not list any faculty or teachers names, which, clearly are to the contrary to his own testimony (11/05/13, p. 97) where he states vaguely that he spoke to teachers, yet, he never references any particular names and he took an online “note” that a teacher wrote that stated “she was not studying well” and implied that it was a “home reference” (to try and imply a fault against Relator) when in fact if he had truly ever spoke to the teacher he would have been advised it was from an incident that occurred in a study hall.

Further his pathetic and cowardly attempts throughout his substandard/conjectured report and his own testimony, clearly show why he was absent and failed to attend the final hearing 12/03/13. He was avoiding having to explain his prior misinformation/fraud perpetuated on the court, he insinuates the Relator refuses to secure tutoring for child and by virtue of the father having a family member that is a teacher-that the best interests were favorable to the Respondent father.

News flash, again, had the G.A.L. truly made any contact with school faculty, they would have prevented his perjury, because the child was enrolled in tutoring at the school and even at the time the improper *Motion* was filed. The teachers testified 12/3/13 and all were to complete contrary of Ad Litem's conjured fallacies. The Guardian Ad Litem's misconduct will further be discussed in the Writs of Prohibition and Mandamus against Respondent Judge Brett Spencer since he has neglected taking any action despite numerous attempts to compel him to do so.

11. Juv. R. 4 and R.C. 2151.352 also specify child is entitled to representation and actual definition Juv. R. (Y) clarifies a child under Juvenile Court's Jurisdiction is a party. In

re A.G. 139 Ohio St. 3d 572, 2014-Ohio-2597 clarified a child involved in custody proceedings *ancillary* to divorce, even if later certified to Juv. Jurisdiction from Domestic Relations, the court was still “clothed” and guided by Civ. R. 75 and R.C. 3109.04 but children *are not parties* to the case and while they have an interest in the outcome, they are not proper parties, where as M.F. definitely is and continues to be treated as an adversary and railroaded with no regard. She is a child born to an unmarried mother/wedlock and by virtue of the Juvenile Definitions, specifically stating she *is* a party. A party that has never been properly joined *as required or even allowed to be heard*.

12. Subject matter jurisdiction of a court “connotes the power to hear and decide a case upon its merits.” In *re J.J.*, 111 Ohio St.3d 205, 2006-Ohio-5484, ¶ 11. “A court's subject matter jurisdiction is invoked by the filing of a complaint. Once a court of competent jurisdiction over an action, it's authority continues until the matter is completely and finally disposed of, and no court of co-ordinate jurisdiction may interfere with its proceedings.***. *Batteiger v. Deutsch*, 2d Dist. Montgomery County No. 021933, 2008- Ohio-1582.

13. In *re J.J.*, 111 Ohio St.3d 205, 2006-Ohio-5484 “A court’s subject matter jurisdiction is invoked by the filing of a complaint” clearly flies in the face and conflicts the entire Legislative Statute language and meaning under R.C. 3109.042 “an unmarried female who gives birth to a child is the sole residential parent and legal custodian until a court of competent jurisdiction issues an order designating another person as

the residential parent and legal custodian”

14. R.C. 2725.05, which provides: "If it appears that a person alleged to be restrained of his liberty is in the custody of an officer under process issued by a court or magistrate, or by virtue of the judgment or order of a court of record, and *the court or magistrate had jurisdiction to issue the process, render the judgment, or make the order, the writ of habeas corpus shall not be allowed.*"
15. The court never had any basic statutory jurisdiction despite the defective ‘*Motion*’ filed 04/11/13 clearly shows the attempt of alleging education neglect, and was a violation of the child’s best interest, in every context whether it be procedural or statutorily cited ‘best interests’ (gauging by the language in the false allegations, the clear intent was to allege education neglect) but was completely and factually disproved and regardless was not a properly commenced *sworn complaint* (the irony of the attorney that actually filed such poor and frivolous allegations is one that took the bar exam at least three times before “passing” it and its public information unlike her attempt to actually falsify and change a child’s grades on appeal, that the Board of Education will FACTUALLY validate since those can’t be tampered by the court).
16. "A writ of habeas corpus will lie in child custody matters if the custody order in dispute was entered by a court without jurisdiction, thus being void *ab initio*." *Beard v. Williams Cty. Dept. of Social Serv.* (1984), 12 Ohio St.3d 40, 41, 12 OBR 35, 36, 465 N.E.2d 397, 399; cf. *Reynolds v. Ross Cty. Children's Serv. Agency* (1983), 5 Ohio St.3d 27, 5 OBR 87, 448 N.E.2d 816
17. In order to prevail on a petition for a writ of habeas corpus in a child custody case,

the petitioner must establish that

- (1) the child is being unlawfully detained, and
- (2) the petitioner has the superior legal right to custody of the child.

Pegan v. Crawmer (1996), 76 Ohio St.3d 97, 102, 666 N.E.2d 1091, 1095, citing 2 Child Custody and Visitation Law and Practice (1992) 7-7, Section 7.02[1].

18. Clearly, aside from so many legal “errors”, the court is not competent and the superior legal right to custody lies with Relator Mother, who displays, exhibits and encourages unconditional love rather than falsely portraying a child is failing as a means for unfounded litigation purposes in hopes of furthering parental alienation smear campaigns, when it’s not in the child’s best interest.
19. Like other extraordinary-writ actions, habeas corpus is not available when there is an *adequate* remedy in the ordinary course of law. *State ex rel. Fortson v. Kelly*, 102 Ohio St.3d 77, 2004-Ohio-1799, 806 N.E.2d 556, ¶ 7. “This principle applies equally to child custody actions, where habeas corpus relief is the exception rather than the general rule.” *Rammage v. Saros*, 97 Ohio St.3d 430, 2002-Ohio-6669, 780 N.E.2d 278, ¶ 9. *An exception to these general rules permits jurisdictional claims to be raised in habeas corpus.* *Ross v. Saros*, 99 Ohio St.3d 412, 2003-Ohio-4128, 792 N.E.2d 1126, ¶ 13.
20. Adams County Court of Common Pleas did patently and unambiguously lack jurisdiction to deprive Relator of custody of minor child, M.F. for lack of subject matter jurisdiction and the depriving of basic constitutional rights of due process.
21. The deprivation of child custody of Relator’s unlawful removal of child custody are incorporated documents captioned as ‘Magistrate Decision & Judgment Entry’

simultaneously dated 03/18/2014 (Exhibit A, p.30 and Exhibit H) where Respondent Judge Brett Spencer's very first sentence says "The Court Adopts this Decision as the Judgment of the court" but then the last page of his Judgment Entry (Exhibit H) yet the last page of judgment entry conflicts even the 1st page of adopting decision. *"the same is effective fourteen days after the filing"* despite Magistrate's Decisions not being effective until adopting it (Civ. R. 53) Fourth months after the magistrate says he became 'convinced' of Relator's "dishonesty" he attempts to re-write the past by attempting to create an image with words as the reviewing court most always gives deference to the trial courts conclusions of a parties demeanor since they are reviewing only a written record they are not able to see body language, hear inflections and tone of voice, etc. Impartial is not anything that discretion lies. Mind you, did everyone forget this is the Respondent Michael Farahay's 3rd or 4th time accusing child of failing as his only "positive" is a family member employed at a school. He lied saying she was failing (again) and yet Relator is attacked with absolutely no articulation, whatsoever. Just empty words, four months after supposedly becoming convinced..(See his Decision and unfounded intemperate language attempting to depict and prejudice but does not articulate the basis for such hostile words.

*** Transcripts 11/03/14 enclosed and there is absolutely no record of misbehavior or correction of Relator yet he uses derogatory language to deflect any burden off of anyone else despite the obvious.

COUNT II-MANDAMUS
&
COUNT III-PROHIBITION

1. Relator incorporates and re-alleges the all the above paragraphs and statements.
2. Based on Disciplinary Counsel's written correspondence to Relator (Exhibit F) it is the *duty of only* Respondent Judge Brett Spencer to address the ethical violations and misconduct of the ad litem *appointed* in Adams County Court of Common Pleas/Juvenile Court, despite his verbal claim of ignorance and claiming it is the job of the Supreme Court/Disciplinary Counsel in hearing 07/03/2014 that Relator participated in where Judge Brett Spencer refused to remedy the wrong alleging it was not his obligation but belonged to another branch of the courts (no transcripts and despite the lack of transcripts that portion may have been 'omitted')
3. Respondent Judge Brett Spencer implied the G.A.L. and opposing attorney would be reported to what he presumed was the 'appropriate authority' however it is unlikely it ever was as he would have been advised just as Relator was, that *it is* his duty to carry out and remedy the situation, especially in regards to the appointed ad litem that's also a licensed attorney. This was said by Respondent Judge Brett Spencer during 07/03/2014 hearing. As of the date of this filing, Relator has not received any notice of what actions may be proposed against Tyler Cantrell, G.A.L. subject to most recent complaints or his co-conspirator and also attorney, Tanya Drinnon.
4. Relator made several attempts in writing to force action by Respondent Judge Brett Spencer upon an attorney appointed as Guardian Ad Litem (G.A.L.) for serious law and

ethical violations, to no avail and upon inquiry with Clerk of Supreme Court, it was verified that Adams County Court of Common Pleas had never adopted a method or procedure to file complaints against appointed Guardian Ad Litem's until 03/27/2014 despite the same four (4) repeat attorneys acting under the pretense of such an entrusted position/ invisible G.A.L. capacity (literally, white collar criminals and shielded by the court) and all have attorneys have consistently since, before and after March 2009, ran the same racket of initiating attorney innocently requesting the innocent appearance of an ad litem whose already 'gunning' to inflict ambush on the other party, all while collecting (extortion) \$500 that they literally stole by deception, since they never truly considered any children's best interest but only falsely portrayed to have done the minimum tasks to appear to be qualified with morals and be in compliance. All this is done with misleading innuendo's to cover their own tails. Superintendence Rule 48 took effect in 2009 for all courts utilizing appointments of G.A.L.'s. and 03/27/2014 is the date of record for Adams County finally ending a five year conflict since no courts may have rules that conflict with Supreme Court/Rules of Superintendence. By virtue of not having the proper procedure it is surely a conflict seeing as the rules are not anything discretionary, they are required to be followed. Those same attorney's acting and paid for being a pretender- Ad Litem. They run the same continuous and predictable *RICO* trials, it is like an infectious disease. Regardless Judge Brett Spencer still 'claims' he doesn't realize *it is his mandatory duty. IT IS.* (Exhibit F references Sup. R. 48 (G)(9))

5. The Superintendence Rules are said to be "merely housekeeping measures for Judges and Courts" and do not invest parties or individuals with any particular rights, however the "house" being occupied by "duly elected and qualified" Respondent Judge Brett

Spencer has become deplorable and needs “cleaned out” with the *Plenary Power* of The Supreme Court of Ohio and/or Attorney General.

6. Relator has no plain and *adequate* remedy in the ordinary course of law-nor does any future/potential victims, when Respondent Judge Brett Spencer aids and conceals fraudulent acts by the regular attorneys that patrol and litigate in Adams County. To further offend natural justice, he then treats the victims as an adversary and claims ignorance to tampered transcripts when the clerk has no motive or reason to alter dialect and the only alterations are in the favor of the attorney that Respondent Judge Brett Spencer protects from being exposed. Contrary to Jud.R. Cond. He has a *duty* just remaining faithful or impartial and is not upholding the constitution that he swore under oath to protect. Inalienable rights are not just merely words.
7. This most recent attempt to complain of an unethical Guardian Ad Litem in Adams County by Relator is not the first involvement or dissatisfaction with appointed G.A.L.’s within Adams County Court of Common Pleas however Relator intends to pursue the appropriate remedy to the fullest since the last three (3) attacks by the other former ad litem have went unaccounted and it is only enabling the repeat on other unsuspecting families and children.
8. Relator has recently become acquainted with another ‘victim’ of the Adams Co. Ad Litem to which actual documents corroborate the unbelievable horror that no parent, child or family should ever have to endure. Relator has personally viewed those court documents and affidavit of said person is enclosed for consideration. Clearly, just as Relator is, affiant is offering she is competent and willing to testify to her personal knowledge and provide supporting evidence for matters involved.

9. The Audio cd of hearings held to which is being refused and ignored is more or less knowledge that my allegations of transcripts being materially altered plus combined with the Shupert case knowledge and transcripts, this is mind blowing for a judge to not be concerned that this may be going on but says Relator has not clearly convinced that he has a duty to provide them. Diverting and deflecting attention off the damning issue of actual tampering transcripts knowing that is what the reviewing appeals court will base life altering decisions based upon. By saying he is not required to consider evidence in another case as it his duty to ensure fairness for those in the court. He should be furious and reporting this to the appropriate authority to protect people. It is a local court rule within Adams County Court Rules that a party can purchase audio C.D. of a hearing and there is no valid explanation as to the refusal when it has been requested.
10. The false posting of issuing the “order” for incamera interview for appellate inspection dated 07/09/2014 did not exist as Relator inquired direct by calling the Fourth Dist. Court of Appeals just on a whim just because of allegations made by others, the inquiry was not on the actual transcript being recvd but the appeal notice that clearly shows online. The court did not expect an inquiry obviously seeing its appearance would not give rise to checking, for most people. Upon counselor to Relator in underlying case calling Adams County Clerk to demand it be remedied, Respondent Judge Brett Spencer issued a letter “ignoring” for “personal reasons” the ordering of incamera interview for appeal purposes. (Exhibit I).
11. Relator is not demanding it as it will be “ under seal” and further used in a malicious way to benefit any unfounded “conclusions” in the courts favor, despite it not being truthful or in anyone, let alone a child’s, best interest. Especially, seeing how an audio

C.D. is being refused for re-transcription of the ones in Relator's possession. An elected Judge has no concern for this and replies that Relator "has failed to state a claim" yet is unable to apply that same principle to verbs in a decision that are nowhere in the transcripts to support such volatile language. Failure to support the 'record'.

A writ of mandamus is defined as "a writ, issued in the name of the state to an inferior tribunal, a corporation, board, or person, commanding the performance of an act which the law specially enjoins as a duty resulting from an office, trust, or station." R.C. 2731.01.

In order for a court to issue a writ of mandamus, a relator must have a clear legal right to the relief prayed for, the respondent must have a clear legal duty to perform the act requested, and the relator must possess no plain and adequate remedy at law. *State ex rel. Husted v. Brunner*, 123 Ohio St.3d 288, 2009-Ohio-5327, 915 N.E.2d 1215, at ¶8.

A writ of prohibition is a legal order under which a court of superior jurisdiction enjoins a court of inferior jurisdiction from exceeding the general scope of its inherent authority. *State ex rel. Feathers v. Hayes*, 11th Dist. No. 2006-P-0092, -3-2007-Ohio-3852, ¶9; *State ex rel. Tubbs Jones v. Suster*, 84 Ohio St.3d 70, 701 N.E.2d 1002 (1998).

A writ of prohibition may only be issued where the relator establishes that:

- (1) a judicial officer or court intends to exercise judicial power over a pending matter;
- (2) the proposed use of that power is unauthorized under the law; and
- (3) the denial of the writ will result in harm for which there is no other adequate remedy in the ordinary course of the law. *State ex rel. Florence v. Zitter*, 106 Ohio St.3d 87, 2005-Ohio-3804, 831 N.E.2d 1003, ¶14; *State ex rel. Sliwinski v. Unruh*, 118 Ohio St.3d 76, 2008-Ohio-1734, 886 N.E.2d 201, ¶7.

A court of superior jurisdiction may grant a writ of prohibition to prevent the attempted exercise of ultra vires jurisdiction by a court of inferior jurisdiction. Where the proceedings are void ab initio, ultra vires jurisdiction is invoked and the writ will lie.”
Wisner v. Probate Court of Columbiana Cty., 145 Ohio St. 419, 422, 61 N.E.2d 889 (1945), citing *State ex rel. Young v. Morrow*, 131 Ohio St. 266, 2 N.E.2d 595 (1936).

The writ [of prohibition] may be invoked against any inferior courts or inferior tribunals, ministerial or otherwise, that possess incidentally judicial or quasi-judicial powers, to keep such courts and tribunals within the limits of their own jurisdiction.

If such inferior courts or tribunals, in attempting to exercise judicial or quasi-judicial power, are proceeding in a matter wholly or partly outside of their jurisdiction, such inferior courts or tribunals are amenable to the writ of prohibition as to such ultra vires jurisdiction.”

State ex rel. Nolan v. Clendenning, 93 Ohio St. 264, 112 N.E. 1029 (1915), paragraphs three and four of the syllabus.

If an inferior court is without jurisdiction whatsoever to act, the availability or adequacy of a remedy of appeal to prevent the resulting injustice is immaterial to the exercise of supervisory jurisdiction by a superior court to prevent usurpation of jurisdiction by the inferior court.

See *State, ex rel. Northern Ohio Telephone Co. v. Winter* (1970), 23 Ohio St.2d 6[, 260 N.E.2d 827]. See, also, *Hall v. American Brake Shoe Co.* (1968), 13 Ohio St.2d 11, 13[, 233 N.E.2d 582].” *State ex rel. Adams v. Gusweiler*, 30 Ohio St.2d 326, 329, 285 N.E.2d 22 (1972).

Where there is a total want of jurisdiction on the part of a court, a writ of prohibition will be allowed to arrest the continuing effect of an order issued by such court, even though the order was entered on the journal of the court prior to the application for the writ of prohibition. *Id.* at paragraph two of the syllabus.

If all the material facts are uncontroverted and it appears beyond doubt that a relator is entitled to the requested extraordinary relief in mandamus, a peremptory writ will be granted, *State ex rel. Sapp v. Franklin Cty. Court of Appeals*, 118 Ohio St.3d 368, 2008-Ohio-2637, 889 N.E.2d 500, at ¶14

Proper filing of a complaint invokes the jurisdiction of the court over a matter. In re *M.W.*, 133 Ohio St.3d 309, 2012-Ohio-4538, 978 N.E.2d 164, ¶25; *Bolinger v. Bolinger*, 49 Ohio St.3d 120, 551 N.E.2d 157 (1990). A trial court does not have jurisdiction over a complaint that is not properly commenced, and any judgment rendered is void ab initio. *McAbee v. Merryman*, 7th Dist. No. 13 JE 3, 2013-Ohio-5291, ¶16.

Prayer for Relief

Direct the Court of Appeals to cease exercising jurisdiction in appeal CA 994 to which it lacks the jurisdiction since the the trial court has acted ultra vires and never been properly invoked therefor the Appellate District cannot have retain authority over what is non existent due to the patent and unambiguous lack of subject matter.

Compel Respondent Judge Brett Spencer to release audio C.D.'s of hearings on 11/5/2014 and 12/03/2014 so at a bare minimum Relator and child, M.F. can show the truth of the allegations of materially altered transcripts that an elected Judge refuses to acknowledge any concern for as the defect in justice in the wake of fairness in the courts.

Declare and/or Order all actions from 2008 *Motions* filed by Respondent Michael Farahay on forward and all decisions/judgements resulting from them as void ab initio and a nullity and restore the parties to their legal righteous positions in relation to M.F.

Reasonable, if not *all* costs and expenses reimbursed to Relator for the financial burden the court has caused and for no valid reason since the child was actually injured when the court entertained such devastating 'child is failing' accusations when it was proven that she was not.

Force sanctions or contempt upon Judge Brett Spencer until he carries out his DUTY to correct the G.A.L. and protect the integrity, least what is left, for those that have suffered in the wake of the Ad Litem that patrol those courts collecting money they have no right to and the stop the cycle of what has been repeating over and over for the last five years.

Issue peremptory or an alternate writ based on the facts supported that allow the writs.



Amanda Wilson Iler, Relator

121 E. Sixth St.

Seaman Ohio 45679

Ph: 937-779-6637

I love you and won't ever stop fighting for you, Kenzie.

AFFIDAVIT OF VERITY

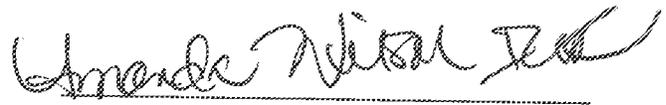
(STATE OF OHIO)
)SS:
(HIGHLAND COUNTY)

I, Amanda Wilson Iler, hereby attest that the following statements are true and correct to my personal knowledge, and after being first duly cautioned and sworn to my oath say that I am aware of the penalties for perjury and that any false statements made will subject me to such penalties for perjury.

- 1.) I affirm all documents, records and exhibits provided, are copies made from the original document(s) and are from the issuing entity/law office as the document purports to be from.
- 2.) All attachments pursuant to Civ. R. 10(D) incorporated and attached are part of the actual complaint, known a exhibits, as a means to support claims within and throughout the complaint.
- 3.) The Journal for Juv. Case 20035123 (Exhibit A) originated from Adams County Court of Common Pleas, Juvenile Division. The clerk provided the Journal to Relator on 6/11/2014 so it is only current through the date the clerk printed and provided it.
- 4.) The Motion (Exhibit B) and Interrogatories (Exhibit C) are the only information provided prior to the first hearing dated 11/03/2014.
- 5.) The printed Verizon records were accessed by the undersigned using known log-in credentials prior to being changed to block the further accessing them. The Verizon transcripts of phone number 937.515.3903 (Exhibit D) was previously a 'shared account' to which the account was in Relator's name however the 'line' known as 937.515.3903 is now that of Relator's ex-spouse, Matthew Iler. The purpose of submitting those phone records are to discredit his testimony which are throughout the transcribed hearings.

6.) I am competent to testify under oath regarding any/all issues or matters listed in this affidavit, exhibits and contents related to any information provided for consideration. All claims are based on Relator's personal knowledge to which the undersigned is affirmatively competent and more than willing to testify (under oath) and defend.

Further Affiant Sayeth Naught.

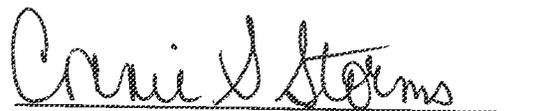


Amanda Wilson Iler, Relator

Sworn to and subscribed before me, a duly commissioned Notary Public on this 23rd day of March, 2015.



CONNIE S STORMS
NOTARY PUBLIC
STATE OF OHIO
My Commission
Expires
May 10, 2015



Connie S Storms
NOTARY PUBLIC

Certificate of Service

The undersigned certifies this document
(Amended Complaint in Original Action in case no. 2015-0146)
was issued by reg. U.S. mail to the following on 03/23/2015

Jonathan Coughlan (0026424)
Counsel to Respondent, Judge Brett Spencer
Adams Co. Prosecuting Atty.

110 West St.

West Union Ohio 45693

&

66 East St., Ste 1800

Columbus Ohio 43215

David Grimes (0067097)
Counsel to Respondent, Michael Farahay
108 East Mulberry Street
West Union Ohio 45693

Judges of Fourth Court of Appeals
14 South Paint St.
Chillicothe Ohio 45601

Amanda Wilson Iler, Relator

A handwritten signature in black ink that reads "Amanda Wilson Iler". The signature is written in a cursive style and is positioned above a horizontal dotted line.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing (Relator's Volume I of II incorporated with amended complaint) was issued by Regular U.S. mail/Certified Mail to the following:

Jonathon Coughlan (0026424)
Adams Co. Prosecuting Atty
110 West Main St. Rm. 112
West Union Ohio 45693

*Counsel to Respondent Judge Brett Spencer

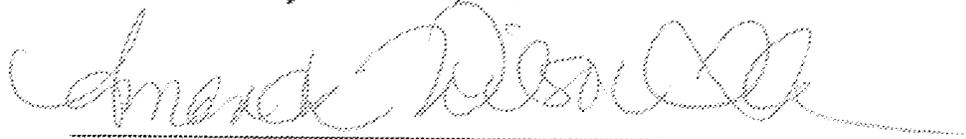
David Grimes (0067097)
108 E. Mulberry St.
West Union Ohio 45693

*Counsel to Respondent, Michael Farahay

Judges of the Fourth District Court of Appeals
14 South Paint Street
Chillicothe, Ohio 45601

*Respondent

My signature certifies the document(s) were issued, as indicated above, this 23RD day of March, 2015



Amanda Wilson Iler, Relator

Exhibit 'A'

Case Journal

Adams Co. Juv. 20035123

36 pages

ADULT CASE DOCKET

PAGE

1

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

12/11/2003

CASE FILED
CONCERNING: MACKENZIE FARAHAY

12/11/2003

INVOLVED PARTIES: PLAINTIFF: WILSON, AMANDA 2038 BIG RUN ROAD SEAMAN, OHIO
DEFND 1: FARAHAY, MICHAEL 187 VINE STREET PEEBLES, OHIO 45660

12/11/2003

COMPLAINT TO ESTABLISH SUPPORT FILED BY M.MCFARLAND, ATTY FOR ACCSEA.
CC: M.FARAHAY, ACCSEA

12/11/2003

NOTICE OF HEARING AND ORDER TO APPEAR: PL AND DEF ORDERED TO APPEAR
1-13-04, 12:20 PM; BOTH ORDERED TO BRING INCOME RECORDS FOR 2001, 2002, AND
CURRENT YR; ALSO BRING INFORMATION CONCERNING AVAILABILITY OF MEDICAL INS
THROUGH EMPLOYMENT; FAILURE TO APPEAR MAY BE CONTEMPT OF COURT; CLERK TO
ISSUE SUMMONS, COPY OF COMPLAINT, COPY OF NOTICE OF HRG/ORDER TO APPEAR TO
BOTH PARTIES BY CERTIFIED MAIL/R.R.R. CC: M.FARAHAY, A.WILSON, ACCSEA

12/11/2003

DOCKETING AND INDEXING CHARGE

12/11/2003

COMPUTER FEE

12/11/2003

LEGAL RESEARCH FEE

12/11/2003

SPECIAL PROJECT FUND

12/18/2003

HEARING SET FOR 01/13/2004 AT 12:20 PM

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

12/18/2003

SUMMONS ISSUED TO MICHAEL FARAHAY.

12/18/2003

SUMMONS, COPY OF COMPLAINT, COPY OF NOTICE OF HEARING/ORDER TO APPEAR MAILED TO MICHAEL FARAHAY, 187 VINE STREET, PEBBLES, OHIO 45660, BY CERTIFIED MAIL/RETURN RECEIPT REQUESTED.

12/18/2003

SUMMONS ISSUED TO AMANDA WILSON.

12/18/2003

SUMMONS, COPY OF NOTICE OF HRG/ORDER TO APPEAR MAILED TO AMANDA WILSON, 2038 BIG RUN ROAD, SEAMAN, OH 45679, BY CERTIFIED MAIL/RETURN RECEIPT REQUESTED.

12/18/2003

SUMMONS (28-DAY) ISSUED TO MICHAEL FARAHAY.

12/22/2003

RETURN RECEIPT-CERTIFIED MAIL FILED: AMANDA WILSON, 2038 BIG RUN ROAD, SEAMAN, OH 45679, SIGNED BY ? (ILLEGIBLE), 12-19-03.

12/22/2003

RETURN RECEIPT-CERTIFIED MAIL FILED: MICHAEL FARAHAY, 187 VINE STREET, PEBBLES, OH 45660, SIGNED BY AMANDA WILSON, 12-19-03.

01/13/2004

MAGISTRATE'S DECISION: SUPPORT ORDER AND WORKSHEET ATTACHED AS ORDER EFFECTIVE BY ITS TERMS; ORDER EFFECTIVE UNTIL MR. FARAHAY LEAVES COLLEGE LATER THIS YEAR AND THEN CURRENT ORDER TO BE RECALCULATED; COSTS TO BE PAID BY M.FARAHAY IN 30 DAYS (COPY OF COST BILL HANDED TO M.FARAHAY BY CB) COPIES HANDED TO A.WILSON, M.FARAHAY, ACCSEA BY CBLACK.

01/13/2004

JUDGMENT ENTRY ADOPTING DECISION OF MAGISTRATE.
CC: M.FARAHAY, ACCSEA

01/13/2004

COST CORRECTION.

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

01/26/2004

PAYMENT AMOUNT 29.84 RECEIPT # 20040049 FROM FARAHAY, MICHAEL

03/19/2004

UNPAID COST: LETTER STATING FAILURE TO PAY UNPAID COST WILL RESULT IN CIVIL CONTEMPT OF COURT CHARGES BEING FILED; PAY COST WITHIN 30 DAYS AFTER SERVICE; COURT COST OWED

03/25/2004

PAYMENT AMOUNT 100.00 RECEIPT # 20040164 FROM FARAHAY, MICHAEL

05/20/2005

CASE REACTIVATED
CONCERNING: MACKENZIE FARAHAY

05/20/2005

HEARING SET FOR 06/16/2005 AT 10:10 AM

05/20/2005

MOTION FILED BY MICHELLE WICKERHAM, ATTY FOR ACCSEA WITH MEMORANDUM THAT PLAINTIFF OBJECTED TO MODIFICATION OF CHILD SUPPORT AT ADMINISTRATIVE HEARING HELD 04/13/05. ADMINISTRATIVE MODIFICATION RECOMMENDATION & PLAINTIFF'S OBJECTION ATTACHED. REVISED AMOUNT IS \$468.00 PER MONTH EFFECTIVE 05/01/05.
CC: ACCSEA; A.WILSON; M.FARAHAY

05/20/2005

NOTICE OF HEARING AND ORDER TO APPEAR: PLAINTIFF, A.ILER & DEF, M.FARAHAY TO APPEAR AT HEARING 06/16/05 AT 10:10 A.M. & BRING RECORDS OF INCOME FOR 2003, 2004 & CURRENT YEAR IN FORM OF TAX RETURNS WITH 2 MOST RECENT PAY STUBS. INFO ON MED INSUR & PROOF OF DAYCARE COSTS. CLERK TO ISSUE SUMMONS FOR CONTEMPT, COMPLAINT, NOTICE OF HEAR/ORDER TO APPEAR TO PL & DEF BY CERT MAIL/RRR. C:/ACCSEA; PLAINTIFF; DEF

05/20/2005

SUMMONS FOR CONTEMPT ISSUED TO A.WILSON.

05/20/2005

SUMMONS FOR CONTEMPT ISSUED TO M.FARAHAY.

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

05/20/2005

CERTIFIED MAIL/RETURN RECEIPT SENT TO A.WILSON, 238 ROBIN ROAD, SEAMAN, OH 45679. SUMMONS FOR CONTEMPT, COPY OF COMPLAINT, COPY OF NOTICE OF HEAR/ORDER TO APPEAR.

05/20/2005

CERTIFIED MAIL/RETURN RECEIPT SENT TO M.FARAHAY, 187 VINE ST, PEBBLES, OH 45660. SUMMONS FOR CONTEMPT, COPY OF COMPLAINT, COPY OF NOTICE OF HEAR/ORDER TO APPEAR.

05/23/2005

RETURN RECEIPT-CERTIFIED MAIL FILED: AMANDA WILSON, 238 ROBIN ROAD, SEAMAN, OHIO 45679, SIGNED BY MATT ILER, ON 5/21/05

05/23/2005

RETURN RECEIPT-CERTIFIED MAIL FILED: MICHAEL FARAHAY, 187 VINE ST., PEBBLES, OHIO 45660, SIGNED BY AMANDA WILSON, ON 5/21/05

06/16/2005

MAGISTRATE'S DECISION: HRG 6/16/05 ON PLAINTIFF'S OBJECTIONS TO ADMINISTRATIVE HEARING. PLAINTIFF WITHDREW HER OBJECTIONS. MOTION DISMISSED. ARREARAGES OWED TO STATE OF OHIO, \$0.00. COSTS OF PROCEEDING TO BE PAID BY PLAINTIFF.
CC: HANDED TO ACCSEA

06/21/2005

JUDGMENT ENTRY: ADOPTED MAGISTRATE'S DECISION. PLAINTIFF WITHDREW HER OBJECTIONS. MOTION DISMISSED.
CC: ACCSEA

06/21/2005

REGULAR U. S. MAIL SENT TO AMANDA WILSON, 238 ROBIN ROAD, SEAMAN, OH 45679, COPY OF COSTS SHEET

07/13/2005

CASE REACTIVATED
CONCERNING: MACKENZIE FARAHAY

07/13/2005

APPLICATION FOR ADOPTION AND JOURNALIZATION OF ADMINISTRATIVE ORDER FILED. ORDER, WORKSHEET ATTACHED. FILED BY DANA N. WHALEN ON BEHALF OF MICHELLE WICKERHAM, ATTORNEY FOR ACCSEA.
CC: ACCSEA

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

07/13/2005

JUDGMENT ENTRY: CHILD SUPPORT OBLIGATION OF MICHAEL FARAHAY FOR \$468.90 PER MONTH EFFECTIVE 5/1/05, TO BE PAID THROUGH OHIO CHILD SUPPORT PAYMENT CENTRAL, COLUMBUS, OHIO; BOTH PARTIES TO MAINTAIN MEDICAL INSURANCE COVERAGE FOR CHILD; COSTS TAXED TO DEF.
CC: ACCSEA, A. WILSON (NKA ILER), M. FARAHAY

07/13/2005

DOCKETING AND INDEXING CHARGE

07/13/2005

COMPUTER FEE

07/13/2005

LEGAL RESEARCH FEE

07/13/2005

SPECIAL PROJECT FUND

07/15/2005

REGULAR U. S. MAIL SENT TO AMANDA WILSON, NKA ILER, 238 ROBIN ROAD, SEAMAN, OHIO 45679, COPY OF JUDGMENT ENTRY AND COSTS SHEET

07/15/2005

REGULAR U. S. MAIL SENT TO MICHAEL FARAHAY, 187 VINE ST., PEEBLES, OHIO 45660, COPY OF JUDGMENT ENTRY AND COSTS SHEET

09/15/2005

PAYMENT AMOUNT 73.74 RECEIPT # 20050402 FROM FARAHAY, MICHAEL

12/12/2007

CASE REACTIVATED
CONCERNING: MACKENZIE FARAHAY

12/12/2007

JUDGMENT ENTRY: ORDERED THAT ADMINISTRATIVE MODIFICATION RECOMMENDATION DATED 9/26/07 (COPY ATTACHED & MARKED EX A) IS APPROVED & ADOPTED BY THIS COURT. CLERK TO SERVE COPY OF THIS ENTRY ON PL AND DEF BY C.O.M. COSTS FAXED TO DEF/OBLIGOR TO BE PAID W/I 90 DAYS OF THIS ENTRY.
CC: ACCSEA, K. ARMSTRONG, A. ILER, M. FARAHAY

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

12/14/2007

CERTIFICATE OF MAILING: COPY OF J.E. OF 12/12/07 SENT TO AMANDA WILSON
(NOW ILER) (COSTS SHEET SENT ALSO, DUE TO MONEY OWED PREVIOUSLY)

12/14/2007

CERTIFICATE OF MAILING: COPY OF J.E. OF 12/12/07 & COSTS SHEET SENT TO
MICHAEL FARAHAY

12/14/2007

ADD'L COSTS OF REGULAR MAIL

06/20/2008

REGULAR U. S. MAIL SENT TO DEF, MICHAEL FARAHAY. PAST DUE COSTS.

06/20/2008

REGULAR U. S. MAIL SENT TO PLAINTIFF, AMANDA WILSON. PAST DUE COSTS.

06/27/2008

PAYMENT AMOUNT 19.68 RECEIPT # 20080238 FROM FARAHAY, MICHAEL

07/14/2008

COURT COST ASSESSED

07/14/2008

PAYMENT AMOUNT 23.69 RECEIPT # 20080274 FROM ILER, AMANDA
CK# 1404

07/14/2008

HEARING SET FOR 09/05/2008 AT 2:00 PM. TYPE: MTN. OFFICIAL: JWS

07/14/2008

HEARING CANCELLED FOR 09/05/2008 AT 2:00. TYPE: MTN
MOVED EARLIER

07/14/2008

CASE REACTIVATED
CONCERNING: FARAHAY, MACKENZIE RENEE

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

07/14/2008

MOTION FOR: ORDER DECLARING DEF BIOLOGICAL FATHER OF MINOR CHILD, RESIDENTIAL PARENT & LEGAL CUST. IN ALTERNATIVE, HE REQUESTS ORDER AWARDING HIM LIBERAL PARENT TIME. MEMORANDUM IN SUPPORT. FILED BY MICHAEL E. CASSITY, ATTY FOR DEF, MICHAEL FARAHAY.
CC: A. ILER; M. FARAHAY; M. E. CASSITY

07/14/2008

AFFIDAVIT IN COMPLIANCE WITH 3127.23 OF THE O.R.C. FILED BY MICHAEL FARAHAY, DEFENDANT
CC: A. ILER; M. FARAHAY; M. E. CASSITY

07/14/2008

NOTICE OF SEMINAR FOR SEPARATING PARENTS FOR PLAINTIFF, AMANDA ILER.
CC: M. E. CASSITY

07/14/2008

NOTICE OF SEMINAR FOR SEPARATING PARENTS FOR DEF, MICHAEL FARAHAY.
CC: M. E. CASSITY

07/14/2008

REQUEST FOR HEARING FILED BY MICHAEL E. CASSITY, ATTY FOR DEF. HEARING WILL BE HELD 08/25/08 AT 9:00 A.M.
CC: A. ILER; M. FARAHAY; M. E. CASSITY

07/14/2008

REQUEST FOR SERVICE FILED BY MICHAEL E. CASSITY, ATTY FOR DEF, FOR CLERK TO SERVE PLAINTIFF, VIA CERT MAIL/RRR, WITH COPY OF MOTION, AFFIDAVIT IN COMPLIANCE WITH 3127.23 OF THE O.R.C., NOTICE OF SEMINAR & REQUEST FOR HEARING.
CC: M. E. CASSITY

07/17/2008

HEARING SET FOR 08/25/2008 AT 9:00 AM. TYPE: MTN. OFFICIAL: JWS

07/22/2008

DEPOSIT RECEIVED 50.00 RECEIPT # 20080284 FROM MICHAEL E. CASSITY, ATTY
CK# 735

07/22/2008

REGULAR U. S. MAIL SENT TO LIFESPAN SOLUTIONS, 4754 KUGLER MILL ROAD, CINCINNATI, OH 45236. COPY OF NOTICE OF SEMINAR FOR SEPARATING PARENTS FOR A. ILER & M. FARAHAY.

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

07/22/2008

CERTIFIED MAIL/RETURN RECEIPT SENT TO PLAINTIFF, AMANDA ILER. MOTION, AFFIDAVIT IN COMPLIANCE WITH 3127.23 OF THE O.R.C., NOTICE OF SEMINAR & REGISTRATION FORM, REQUEST FOR HEARING.

07/22/2008

CERTIFIED MAIL/RETURN RECEIPT SENT TO DEF, MICHAEL FARAHAY. COPY OF MOTION, AFFIDAVIT IN COMPLIANCE WITH 3127.23 OF THE O.R.C., NOTICE OF SEMINAR & REQUEST FOR HEARING.

07/30/2008

RETURN RECEIPT-CERTIFIED MAIL FILED: CERTIFIED RECEIPT CARD RETURNED FROM MICHAEL FARAHAY, SIGNED FOR BY MICHAEL FARAHAY ON 7/24/08

07/30/2008

RETURN RECEIPT-CERTIFIED MAIL FILED: CERTIFIED RECEIPT CARD RETURNED FROM AMANDA WILSON (NKA ILER), SIGNED FOR BY MATT ILER ON 7/25/08

08/22/2008

HEARING CANCELLED FOR 08/25/2008 AT 9:00. TYPE: MTN
MTN TO CON'T., LEE KOOGLER

08/22/2008

HEARING SET FOR 10/10/2008 AT 10:00 AM. TYPE: MTN. OFFICIAL: JWS

08/22/2008

NOTICE OF APPEARANCE FILED BY LEE D. KOOGLER, ATTY AT LAW, HILLSBORO, OH AS COUNSEL OF RECORD FOR AMANDA ILER WITH CERT OF SERVICE TO M. CASSITY, ATTY FOR DEF.
CC: LEE D. KOOGLER

08/22/2008

MOTION TO: CONTINUE HEARING SCHEDULED FOR 8/25/08 COUNCIL FOR PLAINTIFF IS UNAVAILABLE TO APPEAR DUE TO APPEARING AT A CONTESTED DIVORCE CASE SCHEDULED IN HIGHLAND CO COMMON PLEAS CT AT SAME DAY & TIME. COUNSEL FOR PLAINTIFF ASSERTS THAT ON OR ABOUT 8/20 08, HE SPOKE WITH COUNSEL FOR DEF WHO AGREED TO CONTINUANCE. CERT OF SERVICE TO M. CASSITY, ATTY FOR DEF.
CC: L. D. KOOGLER

08/22/2008

JUDGMENT ENTRY: UPON MOTION OF PLAINTIFF & AGREEMENT OF PARTIES, IT IS ORDERED THAT HEARING SCHEDULED FOR 8/25/08 IS RESCHEDULED FOR 10/10/08 AT 10 A.M.
CC: A. ILER; L. KOOGLER; M. FARAHAY; M. CASSITY

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

08/22/2008

REGULAR U. S. MAIL SENT TO A. ILER. COPY OF ENTRY FILESTAMPED 08/22/08.

08/22/2008

REGULAR U. S. MAIL SENT TO DEF, MICHAEL FARAHAY. COPY OF ENTRY FILESTAMPED 8/22/08.

08/22/2008

REGULAR U. S. MAIL SENT TO M. CASSITY, ATTY FOR DEF. COPY OF ENTRY FILESTAMPED 8/22/08.

10/29/2008

HEARING SET FOR 12/22/2008 AT 1:00 PM. TYPE: CSY. OFFICIAL: JWS

10/30/2008

MAG DEC & RECOMMENDATIONS: HEAR, 10/10/08 ON MOTION FILED BY DEF. PARTIES ENTERED AGREEMENT RELATING TO SOME OF THE ISSUES RAISED IN DEF'S MOTION. DEF WANTS TO PURSUE ASPECT OF HIS MOTION. HEAR ON HIS REQUEST TO BE DESIGNATED AS RESIDENTIAL PARENT & LEGAL CUSTODIAN TO BE HELD 12/22/08 AT 1 P.M.

CC: A. ILER; L. D. KOGLER; M. FARAHAY; M. E. CASSITY

10/30/2008

JUDGMENT ENTRY: ADOPTED & APPROVED MAG DEC

CC: A. ILER; L. D. KOGLER; M. FARAHAY; M. E. CASSITY

10/31/2008

REGULAR U. S. MAIL SENT TO PLAINTIFF, AMANDA ILER. COPY OF MAG DEC & ENTRY FILESTAMPED 10/30/08.

10/31/2008

REGULAR U. S. MAIL SENT TO DEF, MICHAEL FARAHAY. COPY OF MAG DEC & ENTRY FILESTAMPED 10/30/08.

12/17/2008

PRAECIPE FOR SUBPOENA-DUCES TECUM ISSUED TO MICHAEL FARAHAY, 187 VINE STREET, PEEBLES, OH 45660 FOR HIM TO APPEAR PERSONALLY & BRING ALL HIS PAY STUBS & TAX RETURNS FOR YEARS 2007 & 2008.

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

12/17/2008

PRAECIPE FOR SUBPOENA DUCES TECUM FILED BY: LEE D KOGLER, ATTY FOR PLAINTIFF, FOR CLERK TO ISSUE TO DEF, MICHAEL FARAHAY TO APPEAR 12/22/08 AT 1 P.M. & BRING ALL HIS PAY STUBS & TAX RETURNS FOR YEARS 2007 & 2008 BY SHERIFF SERVICE WITH CERT OF SERVICE TO MICHAEL E CASSITY, ATTY FOR DEF.

12/19/2008

NOTICE OF VOLUNTARY DISMISSAL FILED BY MICHAEL E CASSITY, ATTY FOR DEF, MICHAEL FARAHAY. HE DISMISSES HIS MOTION FILED WITH COURT ON 7/14/08 WITH CERT OF SERVICE TO LEE D KOGLER, ATTY FOR PLAINTIFF.
CC: A. ILER; M. FARAHAY

12/19/2008

REGULAR U. S. MAIL SENT TO PLAINTIFF, AMANDA ILER. COPY OF NOTICE OF VOLUNTARY DISMISSAL.

12/19/2008

REGULAR U. S. MAIL SENT TO DEF, MICHAEL FARAHAY. COPY OF NOTICE OF VOLUNTARY DISMISSAL.

12/19/2008

REGULAR U. S. MAIL SENT TO MICHAEL E CASSITY. COPY OF NOTICE OF VOLUNTARY DISMISSAL.

12/22/2008

SHERIFF'S FEES: ADAMS COUNTY SHERIFF'S DEPARTMENT FOR PERSONAL SERVICE ON MICHAEL FARAHAY. SERVED BY DEPUTY KEVIN CROSS ON 12/17/08.

01/21/2009

JUDGMENT ENTRY: IT APPEARING TO THE COURT UPON REVIEW OF FILE THAT THERE WAS AN INITIAL DEPOSIT MADE AT TIME OF FILING OF THIS ACTION, AND AS OF THIS DATE NONE OF DEPOSIT HAS BEEN APPLIED TO COSTS. COURT ORDERS COSTS BE TAXED TO DEPOSIT, WITH ANY REFUND TO BE PAID TO MICHAEL E CASSITY, ATTY, WHO MADE THE INITIAL DEPOSIT.

01/22/2009

REGULAR U. S. MAIL SENT TO MICHAEL CASSITY, ATTY. SENT BALANCE OF DEPOSIT.

01/22/2009

DEPOSIT APPLIED/ADJUSTED -48.20

01/22/2009

REFUND 1.80

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

05/18/2009

CASE REACTIVATED
CONCERNING: FARAHAY, MACKENZIE RENEE

05/18/2009

MOTION FILED BY KENNETH L. ARMSTRONG, ATTY FOR ACCSEA. KENNETH L. ARMSTRONG MOVES COURT FOR ORDER MODIFYING THE CURRENT C.S. ORDER OF THE DEF/OBLIGOR, MICHAEL FARAHAY. W/MEMORANDUM IN SUPPORT OF MOTION. HRG REQUESTED. COPY OF ADM ADJUSTMENT RECOMMENDATION IS ATTACHED & MARKED EX A.

CC: ACCSEA, K. ARMSTRONG, A. WILSON (NKA ILER), M. FARAHAY

05/18/2009

NOTICE OF HEARING AND ORDER TO APPEAR: PL/OBLIGEE, AMANDA WILSON, AND THE DEF/OBLIGOR, MICHAEL FARAHAY, ORDERED TO APPEAR 8/13/09 AT 8:50 A.M.
CC: ACCSEA, K. ARMSTRONG, A. WILSON (NKA ILER), M. FARAHAY

05/18/2009

PRAECIPE FOR SUBPOENA DUCES TECUM FILED BY: KENNETH L. ARMSTRONG, ASST PROS ATTY ON BEHALF OF ACCSEA. CLERK TO ISSUE SDT FOR AMANDA WILSON & MICHAEL FARAHAY TO APPEAR 8/13/09 AT 8:50 A.M. & BRING: COPY OF FED & ST INC TAX RETURNS FOR '06, '07, '08; BREAKDOWN OF '06, '07, '08 INC SHOWING HOW MUCH BASE PAY & HOW MUCH OVERTIME PAY; PAY STUBS FOR '09; INFO CONCERNING HEALTH INS & COSTS OF SAME THROUGH EMPLOYER. CC: K. ARMSTRONG

05/18/2009

PRAECIPE FOR SERVICE: CLERK TO ISSUE SUMMONS, COPY OF MOTION, NOTICE OF HRG & SDT BY CERTIFIED MAIL/RRR, TO BE FOLLOWED BY C.O.M. IF RETURNED "REFUSED" OR "UNCLAIMED" TO PL, AMANDA WILSON AND THE DEF, MICHAEL FARAHAY
CC: K. ARMSTRONG

05/20/2009

HEARING SET FOR 08/13/2009 AT 8:50 AM

05/20/2009

SUMMONS ISSUED TO AMANDA WILSON (NKA ILER)

05/20/2009

SUMMONS ISSUED TO MICHAEL FARAHAY

05/20/2009

SUBPOENA DUCES TECUM ISSUED TO AMANDA WILSON (NKA ILER)

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

05/20/2009

SUBPOENA DUCES TECUM ISSUED TO MICHAEL FARAHAY

05/20/2009

CERTIFIED MAIL/RETURN RECEIPT SENT: SUMMONS, COPY OF MOTION, NOTICE OF HRG & SDT SENT TO AMANDA WILSON (NKA ILER)

05/20/2009

CERTIFIED MAIL/RETURN RECEIPT SENT: SUMMONS, COPY OF MOTION, NOTICE OF HRG, SDT SENT TO MICHAEL FARAHAY

05/27/2009

RETURN RECEIPT-CERTIFIED MAIL FILED: CERTIFIED MAIL SENT TO MICHAEL FARAHAY DELIVERED ON 5/21/09, SIGNED FOR BY MICHAEL FARAHAY

05/27/2009

RETURN RECEIPT-CERTIFIED MAIL FILED: CERTIFIED MAIL SENT TO AMANDA ILER DELIVERED ON 5/22/09, SIGNED FOR BY MARIE MOORE

10/14/2009

MAG DEC: HEAR, 8/13/09 ON OBJECTIONS FILED BY PL, AMANDA WILSON ILER TO ADMIN MODIFCATION. BASED ON FIGURES, IT IS ORDERED THAT DEF, MICHAEL FARAHAY PAY SUM OF \$677.75 EFFECT 6/1/09 FOR SUPPORT OF MINOR CHILD. (SUPPORT ORDER ATTACHED). DEF TO MAINTAIN HEALTH & HOSPITALIZATION IF AVAIL AT REASONABLE COST. OBLIGOR TO PAY COSTS W/I 30 DAYS.
CC: ACCSEA; K. ARMSTRONG CC: US MAIL/COM: A. WILSON; M. FARAHAY

10/16/2009

J.E.: ADOPTED & APPROVED MAG DEC.
CC: ACCSEA; K. ARMSTRONG CC: US MAIL/COM: A. WILSON; M. FARAHAY

10/16/2009

CERTIFICATE OF MAILING TO AMANDA WILSON, 380 BROADWAY STREET, SEAMAN, OH 45679. COPY OF MAG DEC FILESTAMPED 10/14/09; ENTRY FILESTAMPED 10/16/09.

10/16/2009

CERTIFICATE OF MAILING TO DEF/OBLIGOR, MICHAEL FARAHAY, 187 VINE ST., PEEBLES, OH 45660. COPY OF MAG DEC FILESTAMPED 10/14/09; ENTRY FILESTAMPED 10/16/09 & COST BILL.

03/18/2010

CASE REACTIVATED
CONCERNING: FARAHAY, MACKENZIE RENEE

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

03/18/2010

DEPOSIT RECEIVED 50.00 RECEIPT # 20100162 FROM KRIS BLANTON - DEPOSIT
CK# 1068

03/18/2010

MOTION FOR: MODIFICATION OF THE PARENTING SCHEDULE, SUMMER VISITATION & TO
ALLOW DEF TO CLAIM THE CHILD ON HIS TAX RETURN FILED BY KRIS BLANTON WITH
MEMORANDUM & REQUEST FOR SERVICE UPON AMANDA ILER, 380 BROADWAY STREET,
SEAMAN, OH 45679, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.
COPY TO KRIS BLANTON, AMANDA ILER & MICHAEL FARAHAY

03/18/2010

AFFIDAVIT IN COMPLIANCE WITH SECTION 3109.27 OF THE OHIO REVISED CODE
FILED BY KRIS BLANTON, SIGNED BY MICHAEL FARAHAY.
COPY TO KRIS BLANTON, AMANDA ILER & MICHAEL FARAHAY.

03/18/2010

NOTICE OF SEMINAR FOR SEPARATING PARENTS FILED FOR MICHAEL FARAHAY

03/18/2010

NOTICE OF SEMINAR FOR SEPARATING PARENTS FILED FOR AMANDA ILER.

03/18/2010

NOTICE OF SEMINAR FOR SEPARTING PARENTS SENT TO LIFESPAN SOLUTIONS, 7672
MONTGOMERY ROAD #153, CINCINNATI, OH 45236.

03/18/2010

HEARING SET FOR 05/04/2010 AT 10:00 AM. TYPE: MTN. OFFICIAL: JWS

03/19/2010

MAGISTRATE ORDER: A HEARING SHALL BE HELD ON THE MOTION ON 5/4/10 AT 10:00
AM. COPY TO KRIS BLANTON, MICHAEL FARAHAN & AMANDA ILER.

03/19/2010

CERTIFIED MAIL/RETURN RECEIPT SENT TO AMANDA ILER, 380 BROADWAY STREET,
SEAMAN, OH 45679.

03/24/2010

RETURN RECEIPT-CERTIFIED MAIL FILED: CERTIFIED MAIL SENT TO AMANDA ILER
DELIVERED ON 3/20/10, SIGNED FOR BY AMANDA ILER

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

04/29/2010

NOTICE OF APPEARANCE FILED BY LEE D. KOOGLER, ATTY FOR PL, AMANDA ILER. NOW COMES LEE D. KOOGLER AND ENTERS HIS APPEARANCE OF COUNSEL FOR AMANDA ILER AND REQUESTS ALL FURTHER NOTICES AND PLEADINGS BE SERVED UPON HIM. W/CERTIFICATED OF SERVICE TO KRIS D. BLANTON, ATTY FOR DEF, MICHAEL FARAHAY.

CC: L. KOOGER

04/29/2010

MOTION FOR CONTINUANCE FILED BY LEE D. KOOGLER, ATTY FOR PL. PL, BY AND THROUGH COUNSEL, HEREBY MOVES COURT FOR CONTINUANCE OF HRG ON 5/4/10 AT 10:00 A.M.. COUNSEL HAS JUST BEEN RETAINED & IS ATTENDING A SEMINAR & IS UNAVAILABLE TO APPEAR. W/CERTIFICATE OF SERVICE ON KRIS D. BLANTON, ATTY FOR DEF.

CC: L. KOOGLER

04/29/2010

NOTICE OF SERVICE OF AMANDA ILER'S FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS UPON DEFENDANT FILED BY LEE D. KOOGLER, ATTY FOR PL. W/CERTIFICATE OF SERVICE ON KRIS D. BLANTON, ATTY FOR DEF.

CC: L. KOOGLER

04/29/2010

MOTION TO MODIFY CHILD SUPPORT FILED BY LEE D. KOOGLER, ATTY FOR PL. PL MOVES CT FOR ORDER MODIFYING THE LEVEL OF CHILD SUPPORT CURRENTLY BEING PD BY FATHER, SPECIFICALLY REQUESTS THAT THIS CT ADDRESS THE DEP CHILD TAX CREDIT & AWARD SAID CREDIT TO HER; MODIFY LEVEL OF CHILD SUPPORT AS HIS OVERTIME HAS NOT BEEN INCLUDED IN THE COMPUTATION & IS AT LEAST A 10% CHANGE. W/CERT OF SERVICE TO KRIS BLANTON. CC: L. KOOGLER

04/29/2010

HEARING CANCELLED FOR 05/04/2010 AT 10:00. TYPE: MTN
MTN TO CON'T., L. KOOGLER

04/29/2010

HEARING SET FOR 07/21/2010 AT 1:00 PM. TYPE: MTN. OFFICIAL: JWS

05/03/2010

ENTRY GRANTING CONTINUANCE: UPON MOTION OF COUNSEL FOR PLAINTIFF AND FOR GOOD CAUSE SHOWN IT IS ORDERED THAT THE HRG SCHEDULED FOR 5/4/10 AT 10:00 A.M. IS RESCHEDULED TO 7/21/10 AT 1:00 P.M.
CC: L. KOOGLER, K. BLANTON, A. ILER, M. FARAHAY

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

05/03/2010

CERTIFIED MAIL/RETURN RECEIPT SENT: COPY OF ENTRY GRANTING CONTINUANCE
SENT TO AMANDA ILER

05/03/2010

CERTIFIED MAIL/RETURN RECEIPT SENT: COPY OF ENTRY GRANTING CONTINUANCE
SENT TO MICHAEL FARAHAY

05/03/2010

REGULAR U. S. MAIL: COPY OF MOTIONS, NOTICE OF APPEARANCE, NOTICE OF
SERVICE & ENTRY GRANTING CONTINUANCE SENT TO LEE KOOGLER

05/06/2010

DEPOSIT RECEIVED 50.00 RECEIPT # 20100278 FROM LEE KOOGLER - DEPOSIT
CK# 2343

05/11/2010

RETURN RECEIPT-CERTIFIED MAIL FILED: CERTIFIED MAIL SENT TO AMANDA WILSON
(NOW ILER) DELIVERED ON 5/8/10, SIGNED FOR BY AMANDA ILER

05/11/2010

RETURN RECEIPT-CERTIFIED MAIL FILED: CERTIFIED MAIL SENT TO MICHAEL
FARAHAY DELIVERED ON 5/5/10, SIGNED FOR BY MICHAEL FARAHAY

05/18/2010

NOTICE IS HEREBY GIVEN THAT THE DEF., BY & THROUGH COUNSEL, HAS SERVED A
TRUE COPY OF RESPONSES TO FIRST SET OF INTERROGATORIES & REQUESTS FOR
PRODUCTION OF DOCUMENTS DIRECTED TO DEF., SERVING THE SAME UPON COUNSEL FOR
PLAINTIFF FILED BY KRIS BLANTON WITH PROOF OF SERVICE LEE KOOGLER.

05/21/2010

NOTICE OF SERVICE OF AMANDA ILER'S SECOND SET INTERROGATORIES & REQUEST
FOR PRODUCTION OF DOCUMENTS UPON DEF. PL, A. ILER GIVES NOTICE OF HER SER-
VICE OF PLAINTIFF'S SECOND SET OF INTERROGATORIES & REQUEST FOR PRODUCTION
OF DOCUMENTS UPON K. BLANTON, ATTY FOR DEF WITH CERT OF SERVICE TO K. BLAN
TON, ATTY FOR DEF

12/16/2010

MAG DEC & ENTRY: HEARING HELD 7/21/10 ON MOTION FILED BY RESPOND TO MODIFY
PREV CUSTODY ORDER & CHILD SUP FILED BY PETITIONER. PARTIES REACHED AGREE-
MENT-PETITIONER WILL WITHDRAW HER MOTION TO MODIFY CHILD SUP. PARTIES AGREE
TO CONTINUE PARENT TIME FOR RESPOND AS PREV ORDERED BY THIS CT; WILL ALTER-
NATE TAX DEPEND OF MINOR CHILD W/RESPOND CLAIMING DEPEND ON EVERY EVEN TAX
YEAR & PETITIONER CLAIMING DEPEND ON ODD TAX YEARS. RESPONDENT'S WIFE(MORE)

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

12/16/2010

ADD MAG DEC & ENTRY, PG. 2: LINDSAY BE ALLOWED TO PICK UP PARTIES' CHILD AT HOME OF PETITIONER, BUT LINDSAY TO HAVE NO CONTACT OR COMMUNICATION W/PETITIONER. ANY ALTERCATION BETWEEN LINDSAY & PETITIONER WILL RESULT IN VOIDING THIS PROVISION & RESPONDENT WILL MAKE OTHER ACCOMMODATIONS TO PICK UP HIS DAUGHTER AT PETITIONER'S RESIDENCE. CT ADOPTS AGREEMENT OF PARTIES & ORDERS PARTIES TO COMPLY W/CT'S ENTRY. COSTS TAXED TO DEPOSIT & THEN (MORE)..

12/16/2010

ADD MAG DEC & ENTRY: TO PARTIES EQUALLY. CLERK TO SEND A FILE-STAMPED COPY TO COUNSEL OF RECORD. J.E.: ADOPTED & APPROVED MAG DEC.
CC: K. BLANTON; L. KOOGLER; A. ILER; M. FARAHAY

12/16/2010

REGULAR U. S. MAIL SENT TO PETITIONER, AMANDA ILER. COPY OF MAG DEC & ENTRY FILESTAMPED 12/16/10.

12/16/2010

REGULAR U. S. MAIL SENT TO LEE D. KOOGLER, ATTY FOR PETITIONER. COPY OF MAG DEC & ENTRY FILESTAMPED 12/16/10.

12/16/2010

REGULAR U. S. MAIL SENT TO RESPONDENT, MICHAEL FARAHAY. COPY OF MAG DEC & ENTRY FILESTAMPED 12/16/10.

12/16/2010

DEPOSIT APPLIED/ADJUSTED -78.19

12/16/2010

REFUND 21.81

12/28/2010

CASE REACTIVATED
CONCERNING: FARAHAY, MACKENZIE RENEE

12/28/2010

MOTION FOR CONTEMPT FILED BY KRIS D. BLANTON, ATTY FOR DEF. DEF, MICHAEL FARAHAY, BY AND THROUGH COUNSEL, RESPECTFULLY REQUESTS: REQUIRE AMANDA ILER TO SHOW JUST CAUSE WHY SHE SHOULD NOT BE PUNISHED FOR CONTEMPT FOR FAILURE TO COMPLY W/MAG DEC & J.E. & ALLOW MICHAEL FARAHAY TO HAVE VISITATION WITH PARTIES MINOR CHILD; TO AWARD ALL OTHER RELIEF TO WHICH DEF IS ENTITLED TO INCLUDING ATTY FEES. (CONTINUED.....)

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

12/28/2010

DEPOSIT RECEIVED 50.00 RECEIPT # 20100757 FROM DEPOSIT-KRIS BLANTON
CK# 1284

12/28/2010

MOTION FOR CONTEMPT CONTINUED: W/MEMORANDUM & REQUEST FOR SERVICE. CLERK
TO ISSUE A SUMMONS IN CONTEMPT & SERVE THE PL, AMANDA WILSON (NKA ILER),
BY PERSONAL SERVICE THROUGH THE ACSD AT 380 BROADWAY ST., SEAMAN, OHIO
45679.

CC: K. BLANTON, M. FARAHAY, A. WILSON (NKA ILER) VIA ACSD

01/04/2011

HEARING SET FOR 02/16/2011 AT 1:00 PM. TYPE: MTN. OFFICIAL: JWS

01/05/2011

JUDGMENT ENTRY: A HEARING SHALL BE HELD ON THE RESPONDENT'S MOTION ON
2/16/11 AT 1:00 P.M. CLERK TO SEND A FILE-STAMPED COPY OF THIS ENTRY TO
THE PARTIES AND THEIR COUNSEL OF RECORD.

CC: K. BLANTON, M. FARAHAY, A. WILSON (NKA ILER) VIA ACSD

01/05/2011

CERTIFIED MAIL/RETURN RECEIPT SENT: COPY OF J.E. OF 1/5/11 SENT TO
MICHAEL FARAHAY

01/05/2011

SUMMONS FOR CONTEMPT ISSUED TO AMANDA WILSON (NKA ILER)

01/11/2011

RETURN RECEIPT-CERTIFIED MAIL FILED: CERTIFIED MAIL SENT TO MICHAEL
FARAHAY DELIVERED ON 1/7/11, SIGNED FOR BY MICHAEL FARAHAY

01/12/2011

MOTION FILED BY JON C. HAPNER, ATTY FOR PL. PL MOVES THE COURT TO: 1) DIS-
MISS THE MOTION FOR CONTEMPT FILED ON 12/28/10, FOR FAILURE TO STATE A
CLAIM UPON WHICH RELIEF CAN BE GRANTED; 2) SHOULD BRANCH ONE BE OVERRULED
PL MOVES COURT FOR RELIEF BY HAVING THE DEF MAKE A DEFINITE STATEMENT; 3)
PL MOVES COURT TO HAVE AN IN CAMERA INTERVIEW W/MACKENZIE FARAHAY. W/CERT
OF SERVICE TO K. BLANTON, ATTY FOR DEF. CC: J. HAPNER

01/12/2011

SHERIFF'S FEES: ADAMS COUNTY SHERIFF'S DEPARTMENT FOR SERVICE ON AMANDA
ILER BY PERSONAL SERVICE ON 1/7/11.

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

02/02/2011

MOTION FOR: PROPOSED SHARED PARENTING PLAN FILED BY KRIS D. BLANTON ATTY FOR MICHAEL FARAHAY, WITH MEMORANDUM & PROOF OF SERVICE UPON JON C. HAPNER, WITH ATTACHED PROPOSED SHARED PARENTING PLAN.

03/08/2011

MOTION FOR: APPOINTMENT OF GUARDIAN AD LITEM FILED BY KRIS BLANTON, ATTORNEY FOR DEF WITH PROOF OF SERVICE TO JON HAPNER.

03/10/2011

Journal/Docket: 128

Page: 279

ENTRY: UPON MOTION OF DEF, AND FOR GOOD CAUSE SHOWN, THIS COURT APPOINTS TYLER CANTRELL AS GAL FOR THE BENEFIT OF THE MINOR CHILD. BOTH PARTIES ARE REQUIRED TO SUBMIT 1/2 OF GAL FEE W/THIS CT W/I 30 DAYS OF THIS ENTRY. FURTHER ORDERED THAT BOTH PARTIES CONTACT THE GAL IMMEDIATELY & PRESENT THE CHILD TO GUARDIAN. CLERK TO SEND FILE STAMPED COPY TO PARTIES & COUNSEL. CC: T. CANTRELL, A. ILER, M. FARAHAY, K. BLANTON, J. HAPNER

03/11/2011

REGULAR U. S. MAIL: COPY OF ENTRY APPOINTING GAL SENT TO AMANDA ILER

03/11/2011

REGULAR U. S. MAIL: COPY OF ENTRY APPOINTING GAL SENT TO MICHAEL FARAHAY

03/11/2011

REGULAR U. S. MAIL: COPY OF ENTRY APPOINTING GAL SENT TO JON HAPNER

03/31/2011

DEPOSIT - RECEIPT NO. 20110189 IN THE AMOUNT OF \$ 150.00
GAL-K. BLANTON-FARAHAY

05/20/2011

J.E: HEARING ON DEF'S MOTIONS ON 2/16/11. DEF MOVED CT FOR LEAVE TO AMEND HIS MOTION FOR CONTEMPT & PLAINTIFF REQUESTED ADD'L TIME TO FILE A RESPONSE TO DEF'S MOTION FOR PROPOSED SHARED PARENTING PLAN. PARTIES AGREE THIS MATTER BE CONTINUED. SET FOR HEARING 7/12/11 AT 1 P.M. PL TO MAKE CHILD AVAILABLE FOR IN-CAMERA HEAR IMMED FOLLOW HEARING. CLERK TO SEND COPY OF ENTRY TO PARTIES/COUNSEL. CC: PL; J. HAPNER; DEF; M. FARAHAY; T. CANTRELL, GAL

05/23/2011

REGULAR U. S. MAIL SENT TO JON C. HAPNER, ATTY FOR PLAINTIFF, AMANDA ILER
COPY OF ENTRY FILESTAMPED 5/20/11.

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

05/23/2011

CERTIFIED MAIL/RETURN RECEIPT SENT TO PLAINTIFF, AMANDA ILER. COPY OF ENTRY FILESTAMPED 5/20/11.

05/23/2011

CERTIFIED MAIL/RETURN RECEIPT SENT TO DEF, MICHAEL FARAHAY. COPY OF ENTRY FILESTAMPED 5/20/11.

06/01/2011

RETURN RECEIPT-CERTIFIED MAIL FILED: CERTIFIED MAIL SENT TO AMANDA WILSON DELIVERED ON 5/28/11, SIGNED FOR BY AMANDA ILER

06/08/2011

RETURN RECEIPT-CERTIFIED MAIL FILED: CERTIFIED MAIL SENT TO MICHAEL FARAHAY DELIVERED ON 6/1/11, SIGNED FOR BY MICHAEL FARAHAY

06/15/2011

DEPOSIT - RECEIPT NO. 20110355 IN THE AMOUNT OF \$ 150.00
YOUNG & CALDWELL-GAL DEP.

06/15/2011

YOUNG & CALDWELL, GAL DEPOSIT. AMANDA WILSON (ILER) SENT GAL FEES DIRECTLY TO YOUNG & CALDWELL. DEPOSIT RECEIPT #20110355.

06/15/2011

AMENDED MOTION FOR CONTEMPT FILED BY KRIS D. BLANTON, ATTY FOR DEF. DEF, BY AND THROUGH COUNSEL, REQUESTS: TO REQUIRE AMANDA ILER TO SHOW CAUSE WHY SHE SHOULD NOT BE PUNISHED FOR CONTEMPT FOR FAILURE TO COMPLY W/MAG DEC & J.E. & ALLOW MICHAEL FARAHAY TO HAVE VISITATION W/PARTIES MINOR CHILD; AWARD ALL OTHER RELIEF TO WHICH DEF IS ENTITLED TO INCLUDING ATTY FEES. W/MEMORANDUM & PROOF OF SERVICE TO J. HAPNER. CC: K. BLANTON

07/15/2011

Journal/Docket: 131

Page: 596-07

MAG DEC & J.E.: HRG REGARDING MOTIONS OF 12/28/10, 6/15/11 & 2/2/11. MOTHER IN CONTEMPT FOR FAILURE TO COMMUNICATE W/FATHER ABOUT WISHES OF CHILD REGARDING PARENTING TIME SCHEDULE & PROVIDE PARENTING TIME. MOTHER TO PAY TO FATHER \$100 W/I 60 DAYS IN PART PYMT OF HIS ATTY FEES. COURT ORDERS RULE 16 (COPY ATTACHED). CT CALLS UPON PARTIES TO STRICTLY ADHERE TO PARENTING TIME; (CONTINUED)

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

07/15/2011

MAG DEC & J.E. CONTINUED: COMMUNICATE IN WRITING VIA A RECORDED TEXT MESSAGE OR PHONE MESSAGE. CT ORDERS PARTIES TO COMMUNICATE W/EACH OTHER DIRECTLY ABOUT PARENTING TIME ISSUES & THAT EACH PARTY SHALL HAVE HOME & CELL PHONE NUMBERS OF THE OTHER, & EACH TO PROVIDE INFO TO OTHER SUCH THAT THEY CAN BE IN VERBAL COMMUNICATION W/I 6 HRS. PARTIES ARE FORBIDDEN TO DISPARAGE THE OTHER PARENT; (CONTINUED)

07/15/2011

MAG DEC & J.E. CONTINUED: USE THE CHILD AS SOUNDING BOARD FOR THEIR DISTRUST, DISGUST, OR BAD FEELING ABOUT THE OTHER PARENT. FATHER NEEDS TO FURTHER EXPLAIN & DEMONSTRATE A LACK OF INTEREST IN AUDIO & VIDEO RECORDING THE CHILD SINCE SHE IS CONCERNED ABOUT IT. PARTIES ORDERED TO ARRANGE MAKE UP PARENTING TIME FOR AGGRIEVED PARTY W/I 30 DAYS WHEN TIME IS MISSED DUE TO SICKNESS OF CHILD. (CONTINUED)

07/15/2011

MAG DEC & J.E. CONTINUED: PARTIES ORDERED TO PARTICIPATE IN & SCHEDULE TRANSPORTATION FOR THE CHILD TO PARTICIPATE IN HER ACTIVITIES UNLESS THE ACTIVITIES OR THEIR FREQUENCY ARE UNREASONABLE. CT OVERRULES MOTION REQUESTING CHANGE IN RESIDENTIAL PARENT AFTER CONSIDERING TESTIMONY, PLEADING & GUARDIAN'S REPORT & ACCORDING TO O.R.C. 3109.04. PARTIES TO SHARE EQUALLY THE CT COSTS BEGINNING W/FILING OF 12/28/10. (CONTINUED)

07/15/2011

MAG DEC & J.E. CONTINUED: COSTS TO BE PD W/I 30 DAYS. W/J.E. APPROVING.
CC: K. BLANTON, J. HAPNER, A. ILER, M. FARAHAY, T. CANTRELL

07/18/2011

MOTION TO RELEASE FUNDS FILED BY TYLER E. CANTRELL. GAL MOVES THE COURT TO RELEASE THE GAL FEES ON DEPOSIT IN THIS MATTER. W/PROOF OF SERVICE TO J. HAPNER, ATTY FOR PLAINTIFF, AND K. BLANTON, ATTY FOR DEF.
CC: T. CANTRELL

07/20/2011

Journal/Docket: 131

Page: 608

JUDGMENT ENTRY: UPON MOTION OF GAL AND FOR GOOD CAUSE SHOWN THE MOTION TO RELEASE THE GAL FEES IS GRANTED. CLERK TO PROVIDE COPY OF THIS J.E. TO BOTH COUNSEL OF RECORD.
CC: T. CANTRELL, J. HAPNER, K. BLANTON

07/22/2011

REGULAR U. S. MAIL: COPY OF MAG DEC & J.E. OF 7/15/11 & COSTS SHEET SENT TO AMANDA WILSON (NOW ILER)

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

07/22/2011

REGULAR U. S. MAIL: COPY OF MAG DEC & J.E. OF 7/15/11 & COSTS SHEET SENT TO MICHAEL FARAHAY

07/22/2011

REGULAR U. S. MAIL: COPY OF MAG DEC & J.E. OF 7/15/11 & J.E. RELEASING GAL FEES SENT TO JON HAPNER

07/22/2011

DEPOSIT WAS PAID OUT AMOUNT \$ 50.00

07/22/2011

DEPOSIT REFUND IN THE AMOUNT OF \$ 300.00 (GAL FEES)

07/29/2011

MOTION FOR TRANSCRIPT FILED BY JON C. HAPNER, ATTY FOR PLAINTIFF. COURT REPORTER TO PREPARE AND FILE A TRANSCRIPT OF THE HRG HELD ON 7/12/11. CC: HANDED TO J. HAPNER AND L. FIZER (COURT REPORTER)

07/29/2011

OBJECTIONS TO MAGISTRATE'S DECISION FILED BY JON C. HAPNER, ATTY FOR PLAINTIFF. PLAINTIFF OBJECTS TO THE MAGISTRATE'S DECISION AS TO CONTEMPT & FURTHER REQUESTS FURTHER TIME FOR EXTENSION TO SPECIFY HER OBJECTIONS UPON THE PRESENTATION OF THE TRANSCRIPT OF THE HRG HEREIN. W/CERTIFICATE OF SERVICE TO KRIS D. BLANTON, ATTY FOR DEF. CC: HANDED TO J. HAPNER

08/05/2011

Journal/Docket: 131

Page: 823

JOURNAL ENTRY: MATTER HAVING COME BEFORE THE COURT UPON REQUEST OF COUNSEL FOR AN EXTENSION TO FURTHER SPECIFY OBJECTIONS AFTER THE RECEIPT OF THE TRANSCRIPT. COURT FINDS THE REQUEST WELL TAKEN & PL IS GRANTED AN ADD'L 20 DAYS AFTER THE TRANSCRIPT HAS BEEN PREPARED. ADD'L DAYS START UPON FILE STAMP DATE OF TRANSCRIPT. IF TRANSCRIPT NOT PD FOR BY 9/2/11 CT WILL CONSIDER OBJECTION MOOT. CC: J. HAPNER, K. BLANTON, PL & DEF

08/10/2011

REGULAR U. S. MAIL: COPY OF J.E. OF 8/5/11 SENT TO JON HAPNER

08/10/2011

REGULAR U. S. MAIL: COPY OF J.E. OF 8/5/11 SENT TO AMANDA WILSON (NKA ILLER)

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

08/10/2011

REGULAR U. S. MAIL: COPY OF J.E. OF 8/5/11 SENT TO MICHAEL FARAHAY

08/16/2011

PAYMENT - RECEIPT NO. 20110483 IN THE AMOUNT OF \$ 5.82

09/07/2011

TRANSCRIPT FILED BY LISA L. FIZER

09/28/2011

PLAINTIFF'S OBJECTIONS TO MAGISTRATE'S DECISION FILED JON HAPNER, ATTORNEY FOR AMANDA ILER WITH CERTIFICATE OF SERVICE TO KRIS BLANTON, ATTORNEY FOR MICHAEL FARAHAY.

01/04/2012

Journal/Docket: 134 Page: 512-18

JUDGMENT ENTRY ON PLAINTIFF'S OBJECTIONS TO MAGISTRATE'S DECISION. THE DECISION OF THE MAGISTRATE IS ACCORDINGLY AFFIRMED. THIS IS A FINAL APPEALABLE ORDER. CLERK TO SERVE A COPY UPON ALL COUNSEL OF RECORD AS WELL AS ALL PARTICIPATING AND INTERESTED PARTIES. COSTS TAXED TO PLAINTIFF
CC: J. HAPNER, K. BLANTON, T. CANTRELL, A. WILSON (ILER), M. FARAHAY

01/04/2012

REGULAR U. S. MAIL: COPY OF J.E. SENT TO JON HAPNER

01/04/2012

REGULAR U. S. MAIL: COPY OF J.E. & COSTS SHEET SENT TO AMANDA WILSON (ILER)

01/04/2012

REGULAR U. S. MAIL: COPY OF J.E. SENT TO MICHAEL FARAHAY

04/11/2013

CASE WAS REACTIVATED

04/11/2013

NOTICE OF APPEARANCE FILED BY TANYA DRINNON ATTORNEY FOR MICHAEL FARAHAY WITH CERTIFICATE OF SERVICE TO AMANDA WILSON (NKA) ILER.

04/11/2013

MOTION TO: MODIFY PARENTING ORDER & CHANGE CUSTODY FILED BY TANYA DRINNON, ATTORNEY FOR DEF. COPY TO TANYA DRINNON, AMANDA ILER, MICHAEL FARAHAY

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

04/11/2013

REQUEST FOR HEARING FILED BY TANYA DRINNON, ATTY FOR DEF. COPY TO TANYA DRINNON, MICHAEL FARAHAY, AMANDA ILER.

04/11/2013

REQUEST FOR SERVICE TO CLERK: PLEASE ISSUE A COPY OF THE MOTION TO MODIFY PARENTING ORDER & CHANGE CUSTODY & ALL PLEADINGS FILED THEREWITH, TO BE SERVED BY CERTIFIED MAIL, RRR, UPON PL AT ADDRESS LISTED ON CONFIDENTIAL SHEET.

04/12/2013

DEPOSIT - RECEIPT NO. 20130190 IN THE AMOUNT OF \$ 50.00
BUBP LAW OFFICE-DEPOSIT

04/16/2013

HEARING SET FOR 06/11/2013 AT 2:00 PM. TYPE: MTN. OFFICIAL: JWS

04/22/2013

JUDGMENT ENTRY: UPON MOTION OF DEF & FOR GOOD CAUSE SHOWN, A FULL HEARING ON DEF'S MOTION WILL BE HEARD JUNE 11, 2013 AT 2:00 P.M.
CC: A. WILSON; M. FARAHAY; T. DRINNON, ATTY FOR DEF

04/23/2013

MTN, ENRY, APPEAR WAS ISSUED BY CERT MAIL
TO: WILSON, AMANDA
CERT MAIL # 7199 9991 7030 6586 1516

04/30/2013

FAILURE OF SERVICE: TO TANYA DRINNON. CERTIFIED MAIL SENT TO AMANDA WILSON (ILER) RETURNED MARKED "NOT DELIVERABLE AS ADDRESSED"

05/15/2013

PRAECIPE FOR SERVICE: CLERK TO ISSUE A SUMMONS, COPY OF DEFENDANT'S MOTION TO MODIFY PARENTING ORDER AND CHANGE CUSTODY TO PLAINTIFF BY CERTIFIED MAIL AT HIGHLAND COUNTY JOB AND FAMILY SERVICES IN C/O AMANDA WILSON ILER, 1575 NORTH HIGH ST., HILLSBORO, OHIO 45133
CC: T. DRINNON

05/15/2013

SUMMONS ISSUED TO AMANDA WILSON ILER

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

05/15/2013

SUMMONS, MOTION, NOTICE OF APP, ENTRY WAS ISSUED BY CERT MAIL
TO: WILSON, AMANDA
CERT MAIL # 7199 9991 7030 6585 6048

06/05/2013

MOTION FILED BY JON C. HAPNER, ATTY FOR AMANDA WILSON (NKA ILER). AMANDA ILER, BY COUNSEL, MOVES THE COURT FOR A CONTINUANCE OF THE HRG SET ON 6/11/13 AT 2:00 P.M. RESP WAS NOT SERVED UNTIL 5/20/13 & DESIRES SOME DISCOVERY. FURTHER, RESPONDENT'S COUNSEL HAS A HRG IN HIGHLAND CO ON 6/11/13. W/CERT OF SERVICE TO TANYA DRINNON, ATTY FOR MICHAEL FARAHAY.
CC: J. HAPNER

06/05/2013

ANSWER AND RESPONDENT MOTIONS FILED BY JON HAPNER, ATTY FOR AMANDA WILSON (NKA ILER). ANSWER: RESP SAYS THERE IS A DEFECT IN THE MOTION & SAME SHOULD BE STRICKEN; RESP DENIES EACH & EVERY ALLEGATION OF THE MOTION TO MODIFY CUSTODY; RESP SAYS SHE IS PROVIDING A MORE STABLE ENVIRONMENT FOR THE MINOR CHILD THAN THE MOVANT CAN DO, & PROVIDING AN ADEQUATE HOME FOR CHILD, & DENIES THAT CHILD'S SCHOOL PROGRESS HAS DECLINED. (CONTINUED....)

06/05/2013

ANSWER AND RESPONDENT MOTIONS CONTINUED: MOTION: RESP MOVES COURT TO HOLD MOVANT, M. FARAHAY, IN CONTEMPT FOR FAILURE TO PAY 1/2 OF MED BILL, WHICH WAS SLIGHTLY OVER \$1,500 AFTER HEALTH INS PD; RESP MOVES COURT FOR THE MOVANT, M. FARAHAY, TO SHOW CAUSE WHY HE SHOULD NOT BE HELD IN CONTEMPT FOR FAILURE TO PAY HIS 1/2 OF OPTICAL BILL FOR GLASSES FOR THE CHILD, MACKENZIE; (CONTINUED....)

06/05/2013

ANSWER AND RESPONDENT MOTIONS CONTINUED: RESP MOVES COURT FOR A RECONSIDERATION & DETERMINATION OF C.S., BASED ON CURRENT INCOME OF THE PARTIES; RESP MOVES COURT FOR AN IN-CAMERA INTERVIEW W/CHILD; RESP MOVES COURT FOR AN ORDER DIRECTING MOVANT, M. FARAHAY, NOT TO INTERROGATE, PUNISH, OR OTHERWISE INTIMIDATE THE CHILD CONCERNING THE IN-CAMERA INTERVIEW. W/CERT OF SERVICE TO T. DRINNON, ATTY FOR M. FARAHAY. (CON'T...)

06/05/2013

ANSWER AND RESPONDENT MOTIONS CONTINUED: CLERK TO ISSUE BY CERTIFIED MAIL A CERTIFIED COPY OF THIS ANSWER & MOTIONS FOR SERVICE UPON MICHAEL FARAHAY, 1200 MINERAL SPRINGS ROAD, PEEBLES, OHIO 45660, BY CERT MAIL/RRR.
CC: J. HAPNER, M. FARAHAY

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

06/05/2013

INTERROGATORIES FILED BY JON HAPNER, ATTY FOR AMANDA WILSON (NKA ILER).
W/CERTIFICATE OF SERVICE TO TANYA DRINNON, ATTY FOR FATHER/MOVANT, AT 307
N. MARKET ST., WEST UNION, OHIO 45693
CC: J. HAPNER

06/12/2013

HEARING SET FOR 09/03/2013 AT 9:00 AM. TYPE: MTN. OFFICIAL: JWS

06/18/2013

Journal/Docket: 145

Page: 145

JOURNAL ENTRY: UPON MOTION OF PLAINTIFF, AND FOR GOOD CAUSE SHOWN, THE
HRG SET FOR 6/11/13 HAS BEEN CONTINUED TO 9/3/13 AT 9:00 A.M. (ALL PENDING
MOTIONS)
CC: J. HAPNER, T. DRINNON, M. FARAHAY, A. ILER (WILSON)

06/18/2013

SUMMONS FOR CONTEMPT FILED BY JON HAPNER
CC: J. HAPNER, M. FARAHAY

06/19/2013

REGULAR U. S. MAIL: COPY OF JOURNAL ENTRY OF 6/18/13 SENT TO AMANDA ILER
(FKA WILSON)

06/19/2013

ANSWER/MOTION, SUMMONS FOR CONTEMPT, J.E. WAS ISSUED BY CERT MAIL
TO: FARAHAY, MICHAEL
CERT MAIL # 7199 9991 7030 6585 3238

08/29/2013

PRAECIPE FOR SUBPOENA FILED BY: TANYA DRINNON ATTY FOR DEF FOR CLERK TO
ISSUE SUBPOENA BY ACSD FOR MATTHEW ILER 380 BROADWAY ST SEAMAN OH 45679
AND LAURA APPLGATE 475 MENDENHALE PEBBLES, OH 45660 TO APPEAR 09/02/2013
AT 9:00 AM AND TESTIFY AS A WITNESS IN THE CASE.
CC:TANYA DRINNON:

08/29/2013

SUBPOENA FILED AND ISSUED FOR SERVICE BY ACSD FOR MATTHEW ILER

08/29/2013

SUBPOENA FILED AND ISSUED FOR SERVICE BY ACSD FOR LAURA APPLGATE

09/06/2013

HEARING SET FOR 11/05/2013 AT 9:00 AM. TYPE: MTN. OFFICIAL: JWS

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

09/06/2013

Journal/Docket: 146

Page: 580-81

MAGISTRATE ORDER: COURT RE-APPOINTS THE GAL, TYLER CANTRELL, TO UPDATE HIS PREVIOUS REPORTS TO TAKE EFFECT AS SOON AS EACH PARTY HAS DEPOSITED \$250 W/CLERK OF COURTS (JUVENILE). CT REQUIRES PYMTS TO BE MADE ASAP. PARTIES ARE ORDERED TO MAKE THE DEP FOR GAL & CONTACT HIM IMMEDIATELY THEREAFTER SO HE MAY BEGIN FURTHER INQUIRY. HRG 11/5/13 AT 9:00 A.M. CC: T. DRINNON, J. HAPNER, T. CANTRELL, A. WILSON (NKA ILER), M. FARAHAY

09/09/2013

REGULAR U. S. MAIL: COPY OF MAG ORDER OF 9/6/13 SENT TO AMANDA WILSON ILER

09/09/2013

REGULAR U. S. MAIL: COPY OF MAG ORDER OF 9/6/13 SENT TO MICHAEL FARAHAY

09/09/2013

REGULAR U. S. MAIL: COPY OF MAG ORDER OF 9/6/13 SENT TO JON HAPNER

09/10/2013

SHERIFF'S FEES: ADAMS COUNTY SHERIFF'S DEPARTMENT FOR SERVICE ON MATTHEW ILER. ATTEMPTED SERVICES X 3. NOT HOME ALL 3 TIMES.

09/10/2013

SHERIFF'S FEES: ADAMS COUNTY SHERIFF'S DEPARTMENT FOR RESIDENTIAL SERVICE ON LAURA APPLGATE. SERVED BY DEPUTY JON SHEELEY.

09/19/2013

DEPOSIT - RECEIPT NO. 20130511 IN THE AMOUNT OF \$ 250.00
GAL DEPOSIT-M. FARAHAY

10/01/2013

DEPOSIT - RECEIPT NO. 20130530 IN THE AMOUNT OF \$ 250.00
GAL DEPOSIT-A. ILER

10/01/2013

PAYMENT - RECEIPT NO. 20130531 IN THE AMOUNT OF \$ 60.00

10/29/2013

PRAECIPE FOR SUBPOENA FILED BY: TANYA M. DRINNON FOR MATTHEW ILER 805 DOTSON ROAD, SEAMAN, OH 45679. CHASE GLEASON 805 DOTSON ROAD, SEAMAN, OH 45679. LAURA APPLGATE 475 MENDENHALE ROAD, PEEBLES, OH 45660. TO APPEAR ON THE 5TH DAY OF NOVEMBER, 2013, AT 9:00 O'CLOCK A.M. AND TESTIFY AS A WITNESS IN THE ABOVE CASE.

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

10/29/2013

SUBPOENA FILED AND ISSUED FOR SERVICE BY: CERTIFIED MAIL FOR MATTHEW ILER
805 DOTSON ROAD, SEAMAN, OH 45679, TO APPEAR ON 11/5/13 AT 9:00 AM AND
TESTIFY AS A WITNESS IN THE ABOVE CASE.

10/29/2013

SUBPOENA WAS ISSUED BY CERT MAIL
TO:
CERT MAIL # 7199 9991 7031 5290 7264
THIS CERTIFIED MAIL WAS PUT IN BY MISTAKE

10/29/2013

SUBPOENA WAS ISSUED BY CERT MAIL
TO: MATTHEW ILER
CERT MAIL # 7199 9991 7031 5290 7264

10/29/2013

SUBPOENA WAS ISSUED BY CERT MAIL
TO: CHASE GLEASON
CERT MAIL # 7199 9991 7031 5290 7264

10/29/2013

SUBPOENA WAS ISSUED BY CERT MAIL
TO: LAURA APPLGATE
CERT MAIL # 7199 9991 7031 5290 7226

10/29/2013

SUBPOENA FILED AND ISSUED FOR SERVICE BY: CERTIFIED MAIL FOR CHASE GLEASON
805 DOTSON ROAD, SEAMAN, OHIO 45679. TO APPEAR ON 11/5/13 AT 9:00 A.M. AND
TESTIFY AS A WITNESS IN THE ABOVE CASE.

10/29/2013

SUBPOENA FILED AND ISSUED FOR SERVICE BY: CERTIFIED MAIL FOR LAURA
APPLGATE 475 MENDENHALE ROAD, PEBBLES, OHIO 45660. TO APPEAR ON 11/5/13
AT 9:00 A.M. AND TO TESTIFY AS A WITNESS IN THE ABOVE CASE.

10/30/2013

CERTIFIED MAIL/RETURN RECEIPT SENT/PUT IN CERTIFIED MAIL 2 TIMES BY
MISTAKE

11/01/2013

REPORT OF GUARDIAN AD LITEM FILED BY TYLER CANTRELL

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

11/04/2013

SUPPLEMENTAL REPORT OF GUARDIAN AD LITEM

11/05/2013

MOTION TO: RELEASE FEES FILED BY TYLER CANTRELL TO RELEASE GAL FEES ON DEPOSIT, WITH PROOF OF SERVICE UPON JOHN HAPNER, TANYA DRINNON.
CC:H JOHN HAPNER, TANYA DRINNON.

11/05/2013

HEARING SET FOR 12/03/2013 AT 1:00 PM. TYPE: CSY. OFFICIAL: JWS

11/05/2013

MAGISTRATE ORDER: MOTION SEEKING CUSTODY IS CONTINUED IN PROGRESS FOR THE CONTINUATION OF THE FINAL HRG TO 12/3/13 AT 1:00 P.M.
CC: COPY HANDED TO M. FARAHAY, T. DRINNON; CC: J. HAPNER, A. WILSON (ILER) T. CANTRELL

11/05/2013

REGULAR U. S. MAIL: COPY OF MAGISTRATE'S ORDER OF 11/5/13 SENT TO JON HAPNER

11/05/2013

REGULAR U. S. MAIL: COPY OF MAGISTRATE'S ORDER OF 11/5/13 SENT TO AMANDA WILSON (ILER)

11/06/2013

JUDGMENT ENTRY: UPON MOTION OF GAL & FOR GOOD CAUSE SHOWN, THE MOTION TO RELEASE GAL FEES IS GRANTED. CLERK TO PROVIDE COPY OF ENTRY TO BOTH COUNSEL OF RECORD.
CC: A. ILER; M. FARAHAY; T. CANTRELL

11/13/2013

REGULAR U. S. MAIL SENT TO AMANDA WILSON ILER. COPY OF ENTRY FILESTAMPED 11/6/13

11/13/2013

REGULAR U. S. MAIL SENT TO MICHAEL FARAHAY. COPY OF ENTRY FILESTAMPED 11/6/13

11/13/2013

DEPOSIT REFUND IN THE AMOUNT OF \$ 500.00

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

11/22/2013

PRAECIPE FOR SUBPOENA FILED BY: JON C. HAPNER, ATTY FOR AMANDA WILSON ILER. CLERK TO ISSUE SUBPOENAS FOR: MONICA CRAWFORD, BEATRICE BALL, LISA TAYLOR, NIKKI CHANDLER, ALL AT NORTH ADAMS ELEMENTARY, 2295 MOORE RD., SEAMAN, OH 45679; CONNIE BURCHETT, 236 VINE ST., SEAMAN, OH 45679, TO APPEAR 12/3/13 AT 1:00 P.M. ISSUE TO SHERIFF OF ADAMS COUNTY, OHIO

11/22/2013

SUBPOENAS PREPARED BY JON C. HAPNER. W/CERTIFICATE OF SERVICE: COPY SERVED UPON TANYA DRINNON, 532 OAK ST., WEST UNION, OHIO 45693, BY REGULAR U.S. MAIL. SUBPOENAS ISSUED TO ADAMS COUNTY SHERIFF BY CLERK, LISA FIZER.

11/27/2013

FAILURE OF SERVICE: TO TANYA DRINNON. SUBPOENA ISSUED FOR LAURA APPLGATE RETURNED UNCLAIMED.

11/27/2013

SHERIFF'S FEES: ADAMS COUNTY SHERIFF'S DEPARTMENT FOR SERVICE ON: LISA TAYLOR BY PERSONAL SERVICE ON 11/25/13

11/27/2013

SHERIFF'S FEES: ADAMS COUNTY SHERIFF'S DEPARTMENT FOR SERVICE ON: MONICA CRAWFORD BY PERSONAL SERVICE ON 11/25/13.

11/27/2013

SHERIFF'S FEES: ADAMS COUNTY SHERIFF'S DEPARTMENT FOR SERVICE ON: NIKKI CHANDLER BY PERSONAL SERVICE ON 11/25/13

11/27/2013

SHERIFF'S FEES: ADAMS COUNTY SHERIFF'S DEPARTMENT FOR SERVICE ON: BEATRICE BALL BY PERSONAL SERVICE ON 11/25/13

11/27/2013

SHERIFF'S FEES: ADAMS COUNTY SHERIFF'S DEPARTMENT FOR SERVICE ON: CONNIE BURCHETT BY PERSONAL SERVICE ON 11/23/13

12/27/2013

REQUEST OF TRANSCRIPTION COST ASSESSMENT FILED BY AMANDA R. ILER. COSTS REQUESTED FOR PREPARATION OF TRANSCRIPT OF THE HEARING HELD ON 11/3/13.
CC: L. FIZER (COURT REPORTER)

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

12/27/2013

INQUIRY REGARDING POLICY/PROCEDURE FOR SUBMITTING COMPLAINTS AND/OR COMMENTS OF DESIGNATED GUARDIAN AD LITEMS CONDUCT, ETC., FOR COURTS REVIEW/CONSIDERATION OF ELIGIBILITY FILED BY AMANDA ILER.
CC: COURT ADMINISTRATOR, ANGIE RICHMOND

02/05/2014

TRANSCRIPT PREPARED & FILED BY LISA FIZER, COURT REPORTER

03/18/2014

MAGISTRATE'S DECISION: COURT ORDERS THAT THE FATHER SHALL ASSUME RESPONSIBILITIES AS THE RESIDENTIAL PARENT, W/MOTHER HAVING PARENTING TIME RIGHTS AS APPEAR IN ATTACHED RULE 16. THE COURT DECLINES TO FIND THE DEF IN CONTEMPT OF COURT FOR FAILURE TO PAY HIS SHARE OF THE MED BILLS NOT COVERED BY INSURANCE FOR MAKENZIE DUE & OWING AT THIS TIME. MAGISTRATE CAN ONLY ORDER PYMT OF THE FOLLOWING: (CONTINUED....)

03/18/2014

MAGISTRATE'S DECISION CONTINUED: CHILDRENS HOSPITAL, 2013, \$393; CHILDRENS HOSPITAL, 2012, \$197.90; VISION EXPENSES, \$184 FOR A TOTAL OF \$774.90. THIS AMT SHALL BE PD TO PL BY DEF W/I 60 DAYS OF THIS J.E. CT ORDERS RULE 16 PARENTING TIME FOR MOTHER. OTHER PARENTING TIME AS MOTHER, FATHER & CHILD MAY AGREE, WHICH SHALL NOT BE AN EXCESSIVE BURDEN ON FATHER, AT OTHER TIMES IF IT CAN BE COORDINATED W/TRANS BY MOTHER. (CON'T)

03/18/2014

MAGISTRATE'S DECISION CONTINUED: PARTIES ARE FREE TO MAKE OTHER ARRANGEMENTS TO CONFORM W/THEIR SCHEDULES. COURT ISSUES ATTACHED C.S. WORKSHEET EFFEC 4/1/14. ACCSEA TO MODIFY CURRENT C.S. ORDER TO REFLECT THE CHANGE OF OBLIGOR, AMT OF SUPPORT & AGENCY SHALL RETAIN ANY ARREARS OWED BY MR. FARAHAY & OFFSET ANY AMT OF HIS ARREARS SO MOTHER SHALL PAY SUPPORT ORDER WHEN ARREARS HAS BEEN OFFSET BY HER OBLIGATION. (CON'T)

03/18/2014

MAGISTRATE'S DECISION CONTINUED: FATHER SHALL HAVE TAX EXEMPTION FOR CHILD FOR ALL TAX PURPOSES. FATHER TO CLAIM CHILD AS DEPENDENT FOR FED & ST INC TAX PURPOSES. PARTIES SHALL PAY UNCOVERED MED COSTS ACCORDING TO PERCENTAGE OF INCOME (FATHER 74%, MOTHER 26%). PARTIES TO SHARE EQUALLY THE COURT COSTS. DEPOSIT APPLIED TO M. FARAHAY'S COSTS.
CC: T. DRINNON, J. HAPNER, A. WILSON (ILER), M. FARAHAY, ACCSEA, T.CANTRELL

03/18/2014

JUDGMENT ENTRY: ADOPTING AND APPROVING MAGISTRATE'S DECISION OF 3/18/14
CC: T. DRINNON, J. HAPNER, A. WILSON (ILER), M. FARAHAY, ACCSEA, T.CANTRELL

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

03/18/2014

REGULAR U. S. MAIL: COPY OF MAG DEC & J.E. OF 3/18/14 & COSTS SHEET SENT TO MICHAEL FARAHAY

03/18/2014

REGULAR U. S. MAIL: COPY OF MAG DEC & J.E. OF 3/18/14 & COSTS SHEET SENT TO AMANDA WILSON (ILER)

03/18/2014

REGULAR U. S. MAIL: COPY OF MAG DEC & J.E. OF 3/18/14 SENT TO JON HAPNER

03/18/2014

DEPOSIT WAS PAID OUT AMOUNT \$ 50.00

03/20/2014

REQUEST FOR COST SUMMARY FOR CERTIFIED TRANSCRIPTS FOR HRG OF 12/3/13
FILED BY AMANDA WILSON (ILER)
CC: HANDED TO AMANDA WILSON (ILER)

03/20/2014

REQUEST FOR COURT INSTRUCTIONS AS TO PROCEDURE FOR REPORTING COMPLAINTS AND ALLEGED VIOLATIONS ETHICAL DUTIES OF A COURT APPOINTED GAL FILED BY AMANDA WILSON (ILER). THIS IS A SECOND REQUEST.
CC: HANDED TO AMANDA WILSON (ILER)

03/21/2014

OBJECTIONS TO MAGISTRATE'S DECISION FILED BY JON C. HAPNER, ATTY FOR PLAINTIFF. W/CERTIFICATE OF SERVICE UPON TANYA DRINNON, ATTY FOR DEF.
CC: HANDED TO AMANDA WILSON (ILER)

03/24/2014

HEARING SET FOR 04/08/2014 AT 8:30 AM. TYPE: REV. OFFICIAL: BMS

03/24/2014

PAYMENT - RECEIPT NO. 20140168 IN THE AMOUNT OF \$ 168.06

03/24/2014

INTERVENTION MEASURE REQUESTING REMEDY TO LANGUAGE ON ORDER FILED BY AMANDA WILSON (ILER), W/REQUEST FINDING OF FACTS CONCLUSION OF LAW (COURT ADMINISTRATOR ADVISED OF THIS FILING/SHE MET WITH JUDGE SPENCER, WHO ADVISED TO SET HRG)
CC: HANDED TO AMANDA WILSON (ILER); COPY PROVIDED TO MAGISTRATE SCHLUETER

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

03/24/2014

ASSIGNMENT NOTICE ISSUED TO: MICHAEL FARAHAY
HEARING TO BE HELD ON 4/8/14 AT 8:30 A.M.
CC: J. HAPNER, T. DRINNON, T. CANTRELL, M. FARAHAY; HANDED TO A. ILER

03/28/2014

DEPOSIT - RECEIPT NO. 20140173 IN THE AMOUNT OF \$ 50.00
AMANDA WILSON (ILER)

03/28/2014

MOTION TO SET ASIDE MAGISTRATES ORDERS, CERTIFICATE OF SERVICE,
CERTIFICATE OF SERVICE, CERTIFICATE OF SERVICE FILED BY AMANDA WILSON ILER
PRO SE. SEEKS COURT TO SET ASIDE ALL STIPULATIONS/ORDERS, PREVIOUSLY
ISSUED MAGISTRATES DECISION(S) AND ALL ORDERS THEREIN.

03/31/2014

JOURNAL ENTRY: MATTER HAVING COME BEFORE THE COURT ON 3/31/14 FOR REVIEW
OF THE MOTION FILED BY PLAINTIFF ON 3/28/14 TO SET ASIDE THE MAGISTRATE'S
ORDERS. THE COURT SETS THE MOTION FOR ORAL HRG ON 4/8/14 AT 8:30 A.M.,
WHICH IS THE FIRST DATE AVAILABLE W/COURT'S DOCKET FOR HRG, & IS THE SAME
TIME THIS MATTER HAS BEEN PREVIOUSLY SET FOR REVIEW HRG.
CC: T. DRINNON, J. HAPNER, A. ILER, M. FARAHAY, T. CANTRELL

03/31/2014

REGULAR U. S. MAIL: COPY OF J.E. OF 3/31/14 SENT TO AMANDA WILSON (ILER)

03/31/2014

REGULAR U. S. MAIL: COPY OF J.E. OF 3/31/14 SENT TO MICHAEL FARAHAY

03/31/2014

REGULAR U. S. MAIL: COPY OF J.E. OF 3/31/14 SENT TO JON HAPNER

04/01/2014

MOTION TO CONTINUE: TANYA DRINNON, ATTY FOR MICHAEL FARAHAY, REQUESTS
THAT THE HRG SCHEDULED FOR 4/8/14 AT 8:30 A.M. BE RESCHEDULED. COUNSEL
HAS JUST BEEN SCHEDULED FOR EMERGENCY SURGERY ON SAID DATE. W/CERT OF
SERVICE UPON BRUCE S. WALLACE, ATTY FOR AMANDA WILSON (ILER), BY CERTIFIED
MAIL, AND TYLER CANTRELL, GAL.
CC: T. DRINNON

04/02/2014

HEARING SET FOR 04/03/2014 AT 1:15 PM. TYPE: MTN. OFFICIAL: BMS

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

04/02/2014

JUDGMENT ENTRY: UPON MOTION OF COUNSEL FOR MICHAEL FARAHAY AND FOR GOOD CAUSE SHOWN, THE COURT RESETS THE HRG SCHEDULED FOR 4/8/14 AT 8:30 A.M. TO 4/3/14 AT 1:15 P.M.
CC: COUNSEL FOR BOTH PLAINTIFF & DEFENDANT NOTIFIED BY PHONE & COUNSEL WILL NOTIFY THEIR CLIENTS

04/03/2014

MEMORANDUM CONTRA TO AMANDA WILSON (NKA ILER)'S MOTION TO SET ASIDE MAGISTRATE'S ORDERS FILED BY TANYA DRINNON, MEMORANDUM, CERTIFICATE OF SERVICE UPON BRUCE WALLACE, TYLER CANTRELL.
CC: T DRINNON

04/03/2014

PLAINTIFF'S MOTION TO SUBSTITUTE COUNSEL FILED BY BRUCE S. WALLACE TO SUBSTITUTE AS COUNSEL OF RECORD ON ALL PENDING MATTERS IN THIS CASE REPLACING PRIOR COUNSEL, JON HAPNER, WITH CERTIFICATE OF SERVICE UPON JON HAPNER & TANYA DRINNON

04/04/2014

JUDGMENT ENTRY: UPON MOTION OF PLAINTIFF, IN AGREEMENT OF THE PARTIES, IT IS THE ORDER OF THIS COURT THAT BRUCE S. WALLACE IS PERMITTED TO SUBSTITUTE AS COUNSEL OF RECORD FOR PLAINTIFF, AMANDA WILSON (NKA ILER) ON ALL MATTERS HEREIN.
CC: B. WALLACE, J. HAPNER, T. DRINNON

04/04/2014

J.E.: MATTER CAME ON FOR HRG ON 4/3/14, PURSUANT TO A MOTION TO STAY MAG DEC. CT FINDS THAT THE MAG DEC AS TO CUSTODY, RESIDENTIAL & PARENTING STATUS OF THE PARTIES, THE C.S. ORDER & VISITATION HAS BEEN DECLARED AN INTERIM ORDER, PENDING DEC ON THE OBJECTIONS. FURTHER, SAID INTERIM ORDER SHALL REMAIN IN EFFECT FOR 28 DAYS FROM DATE OF SAID ENTRY, BUT MAY BE EXTENDED FOR GOOD CAUSE SHOWN. CC: B.WALLACE, T.DRINNON, T.CANTRELL, PARTIES

04/08/2014

REGULAR U. S. MAIL: COPY OF J.E. PERMITTING BRUCE WALLACE TO SUBSTITUTE AS COUNSEL FOR AMANDA ILER SENT TO JON HAPNER

04/08/2014

REGULAR U. S. MAIL: COPY OF J.E.'S OF 4/4/14 SENT TO BRUCE WALLACE

04/15/2014

TRANSCRIPT OF THE 12/03/13 HEARING PREPARED & FILED BY LISA L. FIZER, COURT REPORTER

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

04/25/2014

MOTION FOR SUBSTITUTION OF COUNSEL FILED BY JON C. HAPNER. PL, BY JON C. HAPNER, AND MOVES THE COURT TO REINSTATE THE FIRM OF HAPNER & HAPNER AS COUNSEL FOR PLAINTIFF. DONE AT PLAINTIFF'S REQUEST, AND WITH CONSENT OF KELLY & WALLACE, BY BRUCE WALLACE. W/CERTIFICATE OF SERVICE UPON TANYA DRINNON, ATTY FOR DEF, AND BRUCE WALLACE.
CC: J. HAPNER

04/30/2014

JUDGMENT ENTRY: ON MOTION OF PLAINTIFF, BY AGREEMENT OF COUNSEL, IT IS ORDERED THAT JON C. HAPNER IS PERMITTED TO SUBSTITUTE AS COUNSEL OF RECORD FOR PLAINTIFF, AMANDA WILSON ILER.
CC: J. HAPNER, B. WALLACE, T. DRINNON

04/30/2014

REGULAR U. S. MAIL: COPY OF J.E. OF 4/28/14 SENT TO BRUCE WALLACE

04/30/2014

REGULAR U. S. MAIL: COPY OF MOTION OF 4/25/14 & J.E. OF 4/28/14 SENT TO JON HAPNER

05/02/2014

COURT COST ASSESSED/COPIES

05/02/2014

PAYMENT - RECEIPT NO. 20140253 IN THE AMOUNT OF \$ 27.00

05/02/2014

PRO SE MOTION WITH ATTACHMENTS FILED BY AMANDA ILER. SEEKING PROCEDURE TO SUBMIT COMPLAINT OF GAL'S MISCONDUCT, NEGLIGENCE, ETC.

05/06/2014

HEARING SET FOR 07/03/2014 AT 1:00 PM. TYPE: HRG. OFFICIAL: BMS

05/07/2014

JUDGMENT ENTRY: THE COURT, ON ITS OWN MOTION, SCHEDULES THIS MATTER FOR HRG ON 7/3/14 AT 1:00 P.M. ALL PARTIES, COUNSEL & GAL ARE ORDERED TO APPEAR.

(COPY OF FIRST 2 PGS OF COMPLAINT FILED BY AMANDA SENT ALSO)

CC: J. HAPNER, T. DRINNON, T. CANTRELL, A. WILSON (ILER), M. FARAHAY

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

05/08/2014

REGULAR U. S. MAIL: COPY OF FIRST 2 PGS OF AMANDA'S COMPLAINT & JOURNAL ENTRY OF 5/7/14 SETTING HRG SENT TO JON HAPNER

05/08/2014

REGULAR U. S. MAIL: COPY OF FIRST 2 PGS OF AMANDA'S COMPLAINT & JOURNAL ENRTY OF 5/7/14 SETTING HRG SENT TO AMANDA WILSON (ILER)

05/08/2014

REGULAR U. S. MAIL: COPY OF FIRST 2 PGS OF AMANDA'S COMPLAINT & JOURNAL ENTRY OF 5/7/14 SETTING HRG SENT TO MICHAEL FARAHAY

05/09/2014

SUPPLEMENTAL OBJECTIONS, CERTIFICATE OF SERVICE ON TANYA DRINNON FILED BY JON C HAPNER.

05/13/2014

JOURNAL ENTRY: THE CT, HAVING REVIEWED THE W/I MATTER, FINDS THAT PL HAS FILED A REQUEST FOR FINDING OF FACTS & CONCLUSIONS OF LAW, AS WELL AS OBJECTIONS TO THE MAG DEC, WHICH ALL REMAIN TO BE COMPLETED. CT FINDS, FOR GOOD SHOWN, THAT THE INTERIM ORDER SHALL REMAIN IN FULL EFF FOR AN ADDITIONAL 28 DAYS. CLERK SHALL CAUSE A COPY OF THIS ORDER TO BE SERVED UPON ALL COUNSEL. CC: A.WILSON,M.FARAHAY,B.WALLACE,T.DRINNON.

05/14/2014

MAGISTRATE ORDER: MAGISTRATE FINDS THAT HE INCLUDED FINDINGS OF FACT & 2.00 CONCLUSION OF LAW IN HIS DECISION OF RECORD UNDER THE HEADING ENTITLED "FINDINGS OF FACT & CONCLUSIONS LAW ON THE ISSUE OF ALLOCATION OF PARENTAL RIGHTS & RESPONSIBILITIES." REQUEST FOR SAME IS MOOT. PL PAY CT COSTSOF REGARDING HER REQUEST FOR FINDINGS OF FACT & CONCLUSIONS OF LAW & THIS ORDER W/I 60 DAYS. CC: A. WILSON T.CANTRELL, M.FARAHAY J.HAPNER T.DRINNON.

05/14/2014

REGULAR U. S. MAIL COPY OF MAGISTRATE'S ORDER AND JOURNAL ENTRY SENT TO .48 AMANDA WILSON.

05/14/2014

REGULAR U. S. MAIL COPY OF MAGISTRATE'S ORDER AND JOURNAL ENTRY SENT TO .48 MICHAEL FARAHAY.

05/14/2014

MOTION FOR: STAY FILED BY JON C. HAPNER AND HEREBY MOVES THE COURT FOR AN EXPARTE ORDER RETURNING THE CHILD TO THE CUSTODY OF THE MOTHER UNTIL FURTHER ORDER, WITH CERTIFICATE OF SERVICE UPON TANYA DRINNON.

Case No... 20035123
Concerning WILSON, AMANDA VS FARAHAY, MICHAEL

05/20/2014

MEMORANDUM CONTRA TO AMANDA WILSON (NKA ILER)'S MOTION FOR STAY,
MEMORANDUM, CERTIFICATE OF SERVICE FILED BY TANYA DRINNON, ATTY FOR
MICHAEL FARAHAY, (PLAINTIFF'S MOTION FOR STAY IS INSUFFICIENT)

05/21/2014

DEFENDANT MICHAEL FARAHAY'S OBJECTION TO PLAINTIFF'S SUPPLEMENTAL
OBJECTIONS FILED BY TANYA DRINNON, WITH CERTIFICATE OF SERVICE UPON
JON C. HAPNER & TYLER CANTRELL

05/27/2014

JOURNAL ENTRY: UPON REVIEW OF PLAINTIFF'S MOTION FOR STAY AND DEFENDANT'S
MEMORANDUM CONTRA TO SAID MOTION, THE COURT HEREBY FINDS THAT PL'S MOTION
IS DENIED.

CC: J. HAPNER, A. WILSON ILER, T. DRINNON, M. FARAHAY, T. CANTRELL

05/28/2014

REGULAR U. S. MAIL: COPY OF JOURNAL ENTRY OF 5/27/14 SENT TO JON HAPNER .4

05/28/2014

REGULAR U. S. MAIL: COPY OF JOURNAL ENTRY OF 5/27/14 SENT TO AMANDA .48
WILSON ILER

05/28/2014

REGULAR U. S. MAIL: COPY OF JOURNAL ENTRY OF 5/27/14 SENT TO MICHAEL .48
FARAHAY

EXHIBIT B

Relators Exhibit
Motion
5 pages

Relators Exhibit
Motion

FILED
ADAMS COUNTY
COURT OF COMMON PLEAS
JUVENILE DIVISION
APR 11 AM 11:07

COURT OF COMMON PLEAS OF ADAMS COUNTY, OHIO
JUVENILE DIVISION

AMANDA WILSON (NKA) ILER

Case No. 20035123

Bob Spencer
JUDGE

Plaintiff

-and

Judge Spencer

MICHAEL FARAHAY

Magistrate James W. Schlueter

Defendant

MICHAEL FARAHAY'S MOTION
TO MODIFY PARENTING ORDER
AND CHANGE CUSTODY

Now comes Michael Farahay, by and through counsel, who moves the Court to modify the parenting order in this matter due to a substantial change in circumstances such that it would be in the minor child's best interest that he be designated the residential parent and legal custodian. Since the last date that parenting was determined, the following circumstances have changed:

- Mother is no longer able to provide a stable environment for minor child
- Mother's behavior does not provide a good example for minor child
- Minor child's school progress has rapidly declined

For the foregoing reasons, it is respectfully requested that Michael Farahay be designated the residential parent and legal custodian of Mackenzie Farahay , DOB: 5/20/2000, that Amanda Wilson (nka) Iler be ordered to pay Michael Farahay reasonable child support, and any other relief which the Court deems appropriate under the circumstances.



Tanya M. Drinnon (0083458)
Attorney for Michael Farahay
307 N. Market Street
West Union, OH 45693
(937) 544- 2581
(937) 544-1802 (fax)

MEMORANDUM

The Court may modify a decree of parental rights and responsibilities pursuant to Ohio Revised Code, Section 3109.04(E)(1)(a) when facts have arisen since the prior decree. The Court can only modify said decree where there are changes in circumstances of the children and where that modification is in the best interest of the children. The Court shall retain the residential parent unless modification is in the best interest of the children and the harm likely to be caused by a change of environment is outweighed by the advantages of the change of environment to the children.

Father respectfully requests that the Court terminate the current Parenting Order and grant him custody of the parties' minor child for the reasons that Mother is currently residing at more than one location, none of which are appropriate for minor child. Mother's whereabouts are unknown to Father on a day to day basis, and her behavior does not provide a good example for minor child. Further, minor child is currently failing in school. Mother currently expresses no concern for minor child's failing grades and refuses to follow through with a plan of action to remedy the problem.

Mother is not providing the child with the proper attention and care she needs and it would be in the best interest of minor child to modify the current Parenting Order and change custody. A hearing is requested at the Court's earliest convenience.

Improper
ZIP code

COURT OF COMMON PLEAS OF ADAMS COUNTY, OHIO
JUVENILE DIVISION

FILED
ADAMS COUNTY
COURT OF COMMON PLEAS
JUVENILE DIVISION

2013 APR 11 AM 11:07

AMANDA WILSON (NKA) ILER

Case No. 20035123

Plaintiff

Bill Spencer
JUDGE

-and

Judge Spencer

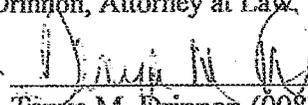
MICHAEL FARAHAY

Magistrate James W. Schlueter

Defendant.

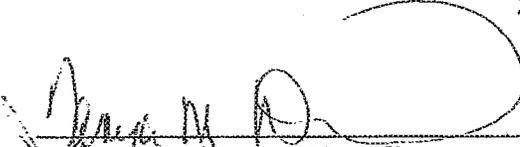
NOTICE OF APPEARANCE

Now comes the Defendant by and through undersigned counsel, and serves notice upon the Court of Common Pleas that he is represented by Tanya M. Drinnon, Attorney at Law.


Tanya M. Drinnon (0083458)
Attorney for Michael Farahay
307 N. Market Street
West Union, OH 45693
(937)544- 2581
(937) 544-1802 (fax)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has this 11th day of April, 2013 been served by Regular Mail upon Amanda Wilson (nka) Iler, 121 East Sixth Street, Seaman, OH 45660.


Tanya M. Drinnon (0083458)
Attorney for Michael Farahay

COURT OF COMMON PLEAS
JUVENILE DIVISION
ADAMS COUNTY, OHIO

FILED
ADAMS COUNTY
COURT OF COMMON PLEAS
JUVENILE DIVISION
2013 APR 22 AM 8:20

AMANDA WILSON,
AKA AMANDA ILER

CASE NO. 20035123

James M. Jones
JUDGE

Plaintiff

VS.

ENTRY

MICHAEL FARAHAY

Defendant

Upon Motion of the ^{defendant} Plaintiff, and for good cause shown, a full hearing on Defendant's motion shall be heard on the 11th day of June, 2013, at 2:00 ~~am~~ (p.m.)

IT IS SO ORDERED.

APPROVED: 4/19/13

James M. Jones
JUDGE

ok

ADAMS COUNTY COURTS
COMMON PLEAS, PROBATE, AND JUVENILE
118 W. MAIN ST., RM. 221
WEST UNION, OHIO 45693

*Closed
5-18*



45133 20036123
Signature Required



91 7199 9991 7130 6585 6098



POSTNET
MAY 16 2012
WEST UNION, OHIO 45693

HIGHLAND COUNTY JOB & FAMILY
SERVICES
ATTENTION AMANDA WILSON (TLER)
1575 NORTH HIGH ST.
HILLSBOBO, OHIO 45133

4513365825



EXHIBIT C

Interrogatories
5 pages

Interrogatories

IN THE COURT OF COMMON PLEAS OF ADAMS COUNTY, OHIO
JUVENILE DIVISION

Amanda Iler,)	Case No. 20035123
Plaintiff,)	
-vs-)	
Michael Farahay,)	DEFENDANT'S ANSWERS TO INTERROGATORIES
Defendant)	

The following interrogatories are submitted to you to be answered in writing, plainly and fully, under oath, and as upon cross-examination, within twenty-eight (28) days after the date of service hereof upon you.

(A) Where the name or identity of a person is requested, state the full name, and home and business addresses, if known.

(B) Where knowledge or information in possession of a party is requested, such request includes knowledge of a party's agents, representatives and, unless privileged, his attorneys.

When answer is made by a corporate entity, please state the name of the corporation, its address, and title of the individual supplying the information and the source of this information.

(C) The pronoun "you" refers to the party or entity to whom these interrogatories are addressed.

(D) Where an interrogatory calls for an answer in more than one part, each part must be set apart in the answer so that the answer is clearly understood.

(E) You are reminded that all answers must be made separately and fully and that an incomplete or evasive answer is a failure to answer.

(F) You are under a continuing duty seasonably to supplement your response with respect to any question directly addressed to the identity and locations of persons having knowledge of discoverable matters, the identity of any person expected to be called as an expert witness at trial, the subject matter on which he is expected to testify, and to correct any response which you know or later learn is incorrect.

01. If you will do so without a motion to produce, please produce your income tax returns and W-2's for the year 2010, 2011, and 2012.

PLEASE SEE ATTACHED

02. Have you paid any of Mackenzie Farahay's counseling bills from August, 2011?

I NEVER RECEIVED A BILL FOR COUNSELING

(03) Please state the date and amount that you have paid the Mother for the medical bills in the spring of 2012 wherein the child's tonsils were removed at Childrens Hospital in Cincinnati.

I NEVER RECEIVED A BILL FOR MACKENZIE'S TONSIL REMOVAL

04) Set forth the scholastic records of Mackenzie for the year 2011, 2012, and 2013.

PLEASE SEE ATTACHED

05 If you are not able to provide the information in Question 04, please state the sources wherein you feel that the child is "rapidly declining in her school progress".

06 Have you been unable to pick up the child due to her unknown location since November of 2012?

YES I HAVE BEEN ABLE TO PICK UP MACKENZIE SINCE NOVEMBER 2012. PRIOR TO NOVEMBER I WOULD HAVE TO ASK WHERE I COULD PICK UP MACKENZIE

07 How many parent teacher conferences have you complied with since August, 2011?

I KEPT IN TOUCH WITH MACKENZIE'S TEACHER THROUGH EMAIL AND PARENT TEACHER CONFERENCES

Respectfully Submitted,

Tanya M. Drinnon

Attorney for Defendant Michael Farahay
307 N. Market Street
West Union, OH 45693
(937) 544-2581

CERTIFICATE OF SERVICE

This is to certify that a copy of these answers to defendant's interrogatories was delivered to Jon C. Hapner by personal delivery on this 28th day of August, 2013.

Tanya M. Drinnon
Attorney for Defendant

STATE OF OHIO

SS:

ADAMS COUNTY

Michael Farahay, being first duly sworn, deposes and says that he is the Father/Movant herein, that he has read the foregoing answers to the interrogatories submitted herein, and that they are true as he verily believes.

Michael Farahay

Sworn to and signed before me this _____ day of _____, 2013.

Notary Public
State of Ohio

EXHIBIT D

Phone Records
belonging to no.
937.515.3903
Matt Iler

P.O. BOX 4002
ACWORTH, GA 30101

Manage Your Account & View Your Usage Details	Account Number	Date Due
My Verizon at www.verizonwireless.com	987120188-00001	04/29/13
Address Changed? -- go to vzw.com/changeaddress	Invoice Number	2895508611

KEYLINE
/4567995744/

MATTHEW ILER
380 BROADWAY ST
SEAMAN, OH 45679-9574

Quick Bill Summary

Mar 05 - Apr 04

Previous Balance (see back for details)	\$138.06
Payment -- Thank You	-\$138.06
Balance Forward	\$0.00
Monthly Charges	\$126.48
Usage and Purchase Charges	\$10.00
Verizon Wireless' Surcharges and Other Charges & Credits	\$4.46
Taxes, Governmental Surcharges & Fees	\$6.88
Total Current Charges	\$147.82

Total Charges Due by April 29, 2013 \$147.82

Pay from Wireless	Pay on the Web	Questions:
#PMT: (4768)	My Verizon at www.verizonwireless.com	1.800.922.0204 or *611 from your wireless

VN

Bill Date April 04, 2013
Account Number 987120188-00001
Invoice Number 2895508611

MATTHEW ILER
380 BROADWAY ST
SEAMAN, OH 45679-9574

Total Amount Due

deducted from bank account on 04/24/13
DO NOT MAIL PAYMENT \$147.82

P.O. BOX 25505
LEHIGH VALLEY, PA 18002-5505

/1800255054/



Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

2895508611010987120188000010000147820000147829

Get Minutes Used	Get Data Used	Get Balance
#MIN - SEND	#DATA - SEND	#BAL - SEND

Explanation of Charges

Verizon Wireless' Surcharges

Verizon Wireless' Surcharges include (i) a Regulatory Charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges imposed on us by the government to support universal service; and (iii) an Administrative Charge, which helps defray certain expenses we incur, including charges we or our agents pay local telephone companies for delivering calls from our customers to their customers, fees and assessments on our network facilities and services, and costs and charges associated with new cell site construction, local number portability, and other government mandates. Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.

Taxes, Governmental Surcharges and Fees

Includes sales, excise and other taxes and governmental surcharges and fees that we are required by law to bill customers. These taxes, surcharges and fees may change from time to time without notice.

Late Fee Information

A late payment applies for unpaid balances. The charge is the greater of \$5 or 1.5% per month, or as permitted by law.

Verizon Wireless' Other Charges and Credits

Includes charges for products and services, and credits owing.

Payments

Previous Balance	\$138.06
Payment - Thank You	
Payment Received 03/25/13	-138.06
Total Payments	-\$138.06
Balance Forward	\$0.00

Total Amount Due will be deducted from your bank account on 04/24/13

Account Charges and Credits

Account Monthly Charges

Nationwide TLK&TXT Share 700	04/05 - 05/04	80.00
15% Access Discount (\$80.00 + \$9.99)	04/05 - 05/04	-13.50
Subtotal		\$66.50

Total Account Charges and Credits \$66.50

Correspondence Address: Verizon Wireless Attn: Customer Service PO Box 2060 Cranberry Twp, PA 18066

Automatic Payment Enrollment for Account: 987120188-00001 MATTHEW ILER

By signing below, you authorize Verizon Wireless to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon Wireless is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon Wireless. Check with your bank for any charges.

1. Check this box.
2. Sign name in box below, as shown on the bill and date.
3. Return this slip with your check for this month's payment.

Changing your billing address for Account: 987120188-00001 MATTHEW ILER

Use this space or sign in to My Verizon at vzw.com/changeaddress to change the mailing address where we send your bill. If we do not have your most recent email address, provide it below and we'll use it to tell you important information about your Verizon Wireless service. Allow 2 billing cycles for the address change to take effect.

New Address _____
 City _____
 State/Zip _____
 Work Phone _____ Home Phone _____
 Email _____

Confirming or changing your service address

For each of your mobile numbers, in order to bill taxes and surcharges correctly we need a service address - which is a street address (not a PO Box) that is the home or primary business address of the person who uses that number. To confirm or change the service address for any of your mobile numbers, sign in to My Verizon at vzw.com/serviceaddress.

Overview of Lines

Your Account's Plan

Nationwide TLK&TXT Share 700
 \$80.00 monthly charge
 700 monthly allowance minutes
 \$.45 per minute after allowance
 Unlimited Nights and Weekend
 Unlimited National M2M
 Unlimited Messaging
 Beginning on 04/21/12:
 15% Access Discount

Breakdown of Charges

Account Charges & Credits	pg 2	\$66.50
937-515-0820 Amanda Iler	pg 4	\$35.66
937-515-3903 Amanda Iler	pg 13	\$45.66
Total Current Charges		\$147.82

Breakdown of Shared Usage

		SharePlan Minutes Used	SharePlan Messaging Used
937-515-0820	pg 4	146	3,469
937-515-3903	pg 13	274	122
Total Used		420	3,591
Shared Allowance		700	unlimited
Coverage		0	0
Total Shared Usage Charges		\$.00	\$.00

Summary for Amanda Iler: 937-515-0820

Your Plan

Nationwide TLK&TXT Share 700
 (see pg 3)

Data Package 75MB
 \$10.00 monthly charge
 75 monthly megabyte allowance
 \$10.00 per 75 MB after allowance

Have more question about your charges?
 Get details for usage charges at
www.verizonwireless.com. Sign into My
 Verizon to View Online Bill and click on
 Calls, Messages & Data.

Monthly Charges

Line Access	04/05 -- 05/04	9.99
Data Package 75MB	04/05 -- 05/04	10.00
		\$19.99

Usage and Purchase Charges

Voice	Allowance	Used	Billable	Cost
SharePlan	minutes 700 (shared)	146	---	---
Mobile to Mobile	minutes unlimited	322	---	---
Night/Weekend	minutes unlimited	178	---	---
Total Voice				\$0.00

Messaging

Text, Picture & Video	messages	unlimited	3469	---	---
Total Messaging					\$0.00

Data

Megabyte Usage**	megabytes	75	96	21	10.00
Total Data					\$10.00

**Megabyte charges are incurred as a result of using data services like web browsing, receiving daily alerts, downloading games or Ringtones.

Total Usage and Purchase Charges \$10.00

Verizon Wireless' Surcharges +

Fed Universal Service Charge	1.14
Regulatory Charge	.16
Administrative Charge	.90
OH TRS Surcharge	.03
\$2.23	

Taxes, Governmental Surcharges and Fees +

State/Local E911 (\$0.25/No.)	.25
OH State Sales Tax--Telec	2.50
Adams Crty Sales Tax--Telec	.69
\$3.44	

Total Current Charges for 937-515-0820 \$35.66

+Percentage-based taxes, fees, and surcharges apply to charges for this line, including overage charges, plus this line's share of account charges.

Pages 5-12
of records
excluded due to
being
irrelevant
for purposes
of discrediting
testimony

Summary for Amanda Iler: 937-515-3903

Your Plan

Nationwide TLK&TXT Share 700
 (see pg 3)

Data Package/2GB
 \$30.00 monthly charge
 2 monthly gigabyte allowance
 \$10.00 per GB after allowance

Have more question about your charges?
 Get details for usage charges at
www.verizonwireless.com. Sign into My
 Verizon to View Online Bill and click on
 Calls, Messages & Data.

Monthly Charges

Line Access	04/05 - 05/04	9.99
Data Package/2GB	04/05 - 05/04	30.00
		\$39.99

Usage and Purchase Charges

Voice	Allowance	Used	Billable	Cost
SharePlan minutes	700 (shared)	274	---	---
Mobile to Mobile minutes	unlimited	318	---	---
Night/Weekend minutes	unlimited	243	---	---
Total Voice				\$0.00

Messaging

Text, Picture & Video	messages	unlimited	122	---	---
Total Messaging					\$0.00

Data

Gigabyte Usage	gigabytes	2	2	---	---
Total Data					\$0.00

Total Usage and Purchase Charges \$0.00

Verizon Wireless¹ Surcharges +

Fed Universal Service Charge	1.14
Regulatory Charge	.16
Administrative Charge	.90
OH TRS Surcharge	.03
	\$2.23

Taxes, Governmental Surcharges and Fees +

State/Local E911 (\$0.25/No.)	.25
OH State Sales Tax--Telec	2.50
Adams Cnty Sales Tax--Telec	.69
	\$3.44

Total Current Charges for 937-515-3903 \$45.86

+Percentage-based taxes, fees, and surcharges apply to charges for this line, including overage charges, plus this line's share of account charges.

Detail for Amanda Iler: 937-515-3903

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/05	6:45A	937-515-0820	Peak	M2MAllow	Loveland OH	Georgetown OH	1	---	---	---
3/05	6:49A	937-515-0820	Peak	M2MAllow	Cincinnati OH	Incoming CL	1	---	---	---
3/05	7:18A	937-779-6637	Peak	M2MAllow	Cincinnati OH	Incoming CL	1	---	---	---
3/05	9:10A	412-768-0662	Peak	PlanAllow	Cincinnati OH	Incoming CL	4	---	---	---

Detail for Amanda Iler: 937-515-3903

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/05	12:22P	937-386-8088	Peak	PlanAllow	Cincinnati OH	Incoming CL	21	---	---	---
3/05	1:25P	937-386-8088	Peak	PlanAllow	Cincinnati OH	Seaman OH	18	---	---	---
3/05	4:07P	937-386-8088	Peak	PlanAllow	Mount Orab OH	Incoming CL	6	---	---	---
3/05	5:53P	937-798-9168	Peak	M2MAllow	Peebles OH	Incoming CL	2	---	---	---
3/05	6:42P	937-798-9168	Peak	M2MAllow	Seaman OH	Incoming CL	1	---	---	---
3/05	7:08P	937-544-5586	Peak	PlanAllow	Seaman OH	Incoming CL	1	---	---	---
3/05	7:28P	606-407-5759	Peak	PlanAllow	Seaman OH	Incoming CL	5	---	---	---
3/05	9:05P	937-386-8088	Off-Peak	N&W	Peebles OH	Incoming CL	4	---	---	---
3/06	8:21A	937-544-5586	Off-Peak	N&W	Peebles OH	Incoming CL	1	---	---	---
3/06	11:08A	937-857-2845	Peak	M2MAllow	Peebles OH	Incoming CL	3	---	---	---
3/06	11:12A	937-779-6637	Peak	M2MAllow	Peebles OH	West Union OH	1	---	---	---
3/06	11:13A	937-857-2845	Peak	M2MAllow	Peebles OH	Incoming CL	2	---	---	---
3/06	11:20A	937-857-2845	Peak	M2MAllow	Peebles OH	Dayton OH	2	---	---	---
3/06	12:31P	937-386-8088	Peak	PlanAllow	Peebles OH	Incoming CL	16	---	---	---
3/06	1:27P	937-779-6637	Peak	M2MAllow	Peebles OH	Incoming CL	1	---	---	---
3/06	1:28P	937-779-6637	Peak	M2MAllow	Peebles OH	Incoming CL	1	---	---	---
3/06	1:28P	937-779-6637	Peak	M2MAllow	Peebles OH	West Union OH	1	---	---	---
3/06	1:39P	937-217-2676	Peak	PlanAllow	Peebles OH	Incoming CL	2	---	---	---
3/06	2:34P	937-217-2676	Peak	PlanAllow	Peebles OH	Incoming CL	4	---	---	---
3/06	4:00P	937-798-9168	Peak	M2MAllow	Seaman OH	Incoming CL	1	---	---	---
3/06	8:58P	937-798-9168	Peak	M2MAllow	Seaman OH	Peebles OH	5	---	---	---
3/07	11:49A	937-798-9168	Peak	M2MAllow	Cincinnati OH	Incoming CL	2	---	---	---
3/07	2:44P	613-605-8340	Peak	PlanAllow	Cincinnati OH	Cincinnati OH	1	---	---	---
3/07	3:51P	937-798-9168	Peak	M2MAllow	Batawa OH	Incoming CL	3	---	---	---
3/07	4:36P	937-798-9168	Peak	M2MAllow	Peebles OH	Peebles OH	1	---	---	---
3/07	5:45P	937-798-9168	Peak	M2MAllow	West Union OH	Incoming CL	3	---	---	---
3/07	8:34A	937-515-0820	Peak	M2MAllow	Mulberry OH	Incoming CL	4	---	---	---
3/08	1:33P	662-252-4592	Peak	PlanAllow	Cincinnati OH	Holly Spg MS	2	---	---	---
3/08	1:35P	662-252-4592	Peak	PlanAllow	Cincinnati OH	Holly Spg MS	2	---	---	---
3/08	4:12P	937-515-0820	Peak	M2MAllow	Mount Orab OH	Georgetown OH	2	---	---	---
3/08	4:33P	606-407-5759	Peak	PlanAllow	Seaman OH	Incoming CL	6	---	---	---
3/08	4:57P	937-798-9168	Peak	M2MAllow	Seaman OH	Peebles OH	1	---	---	---
3/08	5:37P	937-217-2676	Peak	PlanAllow	Peebles OH	West Union OH	3	---	---	---
3/08	6:31P	606-407-5759	Peak	PlanAllow	West Union OH	Maysville KY	1	---	---	---
3/08	6:45P	937-217-2676	Peak	PlanAllow	Seaman OH	Incoming CL	3	---	---	---
3/08	8:38P	937-798-9168	Peak	M2MAllow	Williamsbu OH	Incoming CL	2	---	---	---
3/08	9:13P	937-798-1379	Off-Peak	N&W	Mount Orab OH	Peebles OH	2	---	---	---
3/08	9:15P	937-798-1379	Off-Peak	N&W	Hamersvill OH	Peebles OH	2	---	---	---
3/08	9:41P	937-515-0820	Off-Peak	N&W	Williamsbu OH	Incoming CL	3	---	---	---
3/09	9:12A	613-490-1176	Off-Peak	N&W	Cincinnati OH	Incoming CL	2	---	---	---
3/09	10:47A	937-798-9168	Off-Peak	N&W	Cincinnati OH	Peebles OH	10	---	---	---
3/09	11:10A	606-407-5759	Off-Peak	N&W	Cincinnati OH	Incoming CL	9	---	---	---
3/09	12:03P	613-490-1176	Off-Peak	N&W	Cincinnati OH	Cincinnati OH	1	---	---	---
3/09	12:18P	937-217-2676	Off-Peak	N&W	Cincinnati OH	Incoming CL	3	---	---	---

Detail for Amanda Her: 937-515-3903

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dis/ Other Chgs	Total
3/09	2:27P	937-798-9168	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
3/09	2:36P	513-480-1178	Off-Peak	N&W	Seaman OH	Incoming CL	3	---	---	---
3/09	2:56P	937-515-1344	Off-Peak	N&W	Seaman OH	Incoming CL	2	---	---	---
3/09	3:18P	937-515-0820	Off-Peak	N&W	West Union OH	Georgetown OH	1	---	---	---
3/09	4:43P	937-798-9168	Off-Peak	N&W	Peebles OH	Incoming CL	3	---	---	---
3/09	5:02P	937-779-8637	Off-Peak	N&W	Peebles OH	West Union OH	1	---	---	---
3/09	6:01P	513-480-1178	Off-Peak	N&W	Peebles OH	Cincinnati OH	1	---	---	---
3/09	6:04P	937-798-9168	Off-Peak	N&W	Peebles OH	Incoming CL	1	---	---	---
3/09	7:24P	606-407-5750	Off-Peak	N&W	Winchester OH	Mayesville KY	3	---	---	---
3/09	7:31P	513-767-4040	Off-Peak	N&W	Winchester OH	Newtown OH	2	---	---	---
3/09	7:58P	937-798-9168	Off-Peak	N&W	Peebles OH	Incoming CL	2	---	---	---
3/09	8:15P	937-798-9168	Off-Peak	N&W	West Union OH	Incoming CL	1	---	---	---
3/10	11:09A	937-515-0820	Off-Peak	N&W	Peebles OH	Georgetown OH	2	---	---	---
3/10	11:47A	937-217-2676	Off-Peak	N&W	Peebles OH	Incoming CL	4	---	---	---
3/10	1:22P	937-205-2744	Off-Peak	N&W	West Union OH	Incoming CL	1	---	---	---
3/10	2:28P	937-798-9168	Off-Peak	N&W	Seaman OH	Incoming CL	4	---	---	---
3/10	2:41P	937-205-2744	Off-Peak	N&W	West Union OH	Hillsboro OH	2	---	---	---
3/10	2:43P	937-386-2164	Off-Peak	N&W	Peebles OH	Seaman OH	1	---	---	---
3/10	3:43P	937-798-9168	Off-Peak	N&W	West Union OH	Incoming CL	3	---	---	---
3/10	3:51P	937-205-2744	Off-Peak	N&W	West Union OH	Incoming CL	2	---	---	---
3/10	3:53P	937-515-0820	Off-Peak	N&W	Seaman OH	Georgetown OH	1	---	---	---
3/10	6:38P	513-788-6744	Off-Peak	N&W	Seaman OH	Cincinnati OH	2	---	---	---
3/10	7:49P	937-798-9168	Off-Peak	N&W	Seaman OH	Incoming CL	4	---	---	---
3/10	8:01P	937-217-2676	Off-Peak	N&W	Peebles OH	West Union OH	1	---	---	---
3/11	8:35A	606-983-2071	Off-Peak	N&W	Seaman OH	Toll-Free CL	3	---	---	---
3/11	8:38A	937-515-0820	Peak	M2MAllow	Cincinnati OH	Georgetown OH	1	---	---	---
3/11	7:32A	937-779-6831	Peak	M2MAllow	Cincinnati OH	Incoming CL	1	---	---	---
3/11	7:56A	937-779-8637	Peak	M2MAllow	Cincinnati OH	Incoming CL	2	---	---	---
3/11	8:01A	937-217-2676	Peak	PlanAllow	Cincinnati OH	West Union OH	2	---	---	---
3/11	8:21A	937-572-5125	Peak	M2MAllow	Cincinnati OH	Incoming CL	6	---	---	---
3/11	8:27A	937-217-2676	Peak	PlanAllow	Cincinnati OH	West Union OH	1	---	---	---
3/11	8:27A	937-217-2676	Peak	PlanAllow	Cincinnati OH	West Union OH	2	---	---	---
3/11	8:31A	800-845-8598	Peak	PlanAllow	Cincinnati OH	Incoming CL	2	---	---	---
3/11	8:38A	937-779-8637	Peak	M2MAllow	Cincinnati OH	Incoming CL	9	---	---	---
3/11	8:53A	513-403-4429	Peak	M2MAllow	Cincinnati OH	Incoming CL	2	---	---	---
3/11	10:48A	513-403-4429	Peak	M2MAllow	Cincinnati OH	Cincinnati OH	1	---	---	---
3/11	1:32P	513-403-4429	Peak	M2MAllow	Cincinnati OH	Incoming CL	2	---	---	---
3/11	3:40P	513-767-4040	Peak	PlanAllow	Batawin OH	Newtown OH	1	---	---	---
3/11	3:41P	Unavailable	Peak	PlanAllow	Cincinnati OH	Incoming CL	2	---	---	---
3/11	3:42P	937-798-9168	Peak	M2MAllow	Batawin OH	Peebles OH	2	---	---	---
3/11	3:58P	937-323-3808	Peak	PlanAllow	Batawin OH	Hillsboro OH	3	---	---	---
3/11	4:19P	513-788-6744	Peak	M2MAllow	Winchester OH	Cincinnati OH	1	---	---	---
3/11	4:25P	937-798-9168	Peak	M2MAllow	Peebles OH	Peebles OH	4	---	---	---
3/11	4:53P	937-587-7153	Peak	PlanAllow	Peebles OH	Incoming CL	9	---	---	---
3/11	5:02P	513-788-6744	Peak	M2MAllow	Peebles OH	Incoming CL	6	---	---	---

7/13/13

Detail for Amanda Iler: 937-515-3903

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/11	6:48P	937-725-1837	Peak	M2MAllow	Seaman OH	Incoming CL	2	---	---	---
3/11	8:02P	606-407-5759	Peak	PlanAllow	Seaman OH	Maysville KY	1	---	---	---
3/12	6:52A	937-515-0820	Peak	M2MAllow	Cincinnati OH	Incoming CL	1	---	---	---
3/12	8:57A	682-252-4582	Peak	PlanAllow	Cincinnati OH	Holly Spg MS	3	---	---	---
3/12	4:22P	937-515-0820	Peak	M2MAllow	Seaman OH	Incoming CL	2	---	---	---
3/12	4:42P	937-515-0820	Peak	M2MAllow	Seaman OH	Incoming CL	3	---	---	---
3/12	6:41P	513-490-1176	Peak	M2MAllow	Peebles OH	Cincinnati OH	4	---	---	---
3/12	8:06P	937-515-0820	Peak	M2MAllow	Seaman OH	Georgetown OH	1	---	---	---
3/13	6:31A	937-515-0820	Peak	M2MAllow	Cincinnati OH	Incoming CL	2	---	---	---
3/13	6:36A	606-407-5759	Peak	PlanAllow	Cincinnati OH	Incoming CL	3	---	---	---
3/13	6:54A	937-515-0820	Peak	M2MAllow	Cincinnati OH	Incoming CL	1	---	---	---
3/13	7:05A	937-515-0820	Peak	M2MAllow	Cincinnati OH	Incoming CL	2	---	---	---
3/13	7:26A	859-802-8313	Peak	PlanAllow	Cincinnati OH	Incoming CL	1	---	---	---
3/13	8:21A	937-444-2551	Peak	PlanAllow	Cincinnati OH	Mount Orab OH	12	---	---	---
3/13	3:52P	937-798-9168	Peak	M2MAllow	Batavia OH	Incoming CL	2	---	---	---
3/13	6:04P	937-798-9168	Peak	M2MAllow	Seaman OH	Incoming CL	4	---	---	---
3/13	7:39P	937-798-9168	Peak	M2MAllow	Seaman OH	Incoming CL	1	---	---	---
3/13	7:41P	937-798-9168	Peak	M2MAllow	Seaman OH	Peebles OH	1	---	---	---
3/14	6:31A	937-515-0820	Peak	M2MAllow	Cincinnati OH	Incoming CL	1	---	---	---
3/14	7:17A	937-779-8637	Peak	M2MAllow	Cincinnati OH	Incoming CL	2	---	---	---
3/14	8:42A	937-572-8125	Peak	M2MAllow	Cincinnati OH	Dayton OH	8	---	---	---
3/14	9:02A	937-205-5658	Peak	M2MAllow	Cincinnati OH	Hillsboro OH	1	---	---	---
3/14	9:38A	937-205-5658	Peak	M2MAllow	Cincinnati OH	Incoming CL	10	---	---	---
3/14	12:18P	937-798-9168	Peak	M2MAllow	Cincinnati OH	Incoming CL	2	---	---	---
3/14	2:17P	606-407-5759	Peak	PlanAllow	Cincinnati OH	Maysville KY	1	---	---	---
3/14	2:31P	606-407-5759	Peak	PlanAllow	Cincinnati OH	Incoming CL	2	---	---	---
3/14	4:23P	937-515-0820	Peak	M2MAllow	West Union OH	Georgetown OH	2	---	---	---
3/14	4:32P	937-515-0813	Peak	M2MAllow	Seaman OH	Georgetown OH	1	---	---	---
3/14	4:32P	937-798-9168	Peak	M2MAllow	Peebles OH	Incoming CL	1	---	---	---
3/14	5:09P	800-503-1283	Peak	PlanAllow	Seaman OH	Toll-Free CL	1	---	---	---
3/14	6:09P	937-515-0820	Peak	M2MAllow	West Union OH	Georgetown OH	1	---	---	---
3/15	6:04A	606-407-5759	Peak	PlanAllow	Mount Orab OH	Incoming CL	17	---	---	---
3/15	6:43A	937-515-0820	Peak	M2MAllow	Cincinnati OH	Incoming CL	1	---	---	---
3/15	9:08A	937-393-3608	Peak	PlanAllow	Cincinnati OH	Incoming CL	2	---	---	---
3/15	9:50A	937-779-8637	Peak	M2MAllow	Cincinnati OH	Incoming CL	3	---	---	---
3/15	12:30P	937-572-8125	Peak	M2MAllow	Cincinnati OH	Incoming CL	9	---	---	---
3/15	2:08P	937-445-3529	Peak	PlanAllow	Cincinnati OH	Sardinia OH	2	---	---	---
3/15	2:15P	937-544-5788	Peak	PlanAllow	Cincinnati OH	West Union OH	1	---	---	---
3/15	4:07P	937-798-9168	Peak	M2MAllow	Batavia OH	Peebles OH	1	---	---	---
3/15	4:57P	937-515-0813	Peak	M2MAllow	Seaman OH	Georgetown OH	1	---	---	---
3/15	7:06P	937-515-1344	Peak	M2MAllow	Peebles OH	Incoming CL	4	---	---	---
3/15	7:19P	606-407-5759	Peak	PlanAllow	Seaman OH	Incoming CL	1	---	---	---
3/15	7:25P	606-407-5759	Peak	PlanAllow	Seaman OH	Maysville KY	3	---	---	---
3/15	8:22P	606-407-5759	Peak	PlanAllow	West Union OH	Incoming CL	4	---	---	---
3/15	9:29P	937-798-9168	Off-Peak	N&W	Peebles OH	Incoming CL	1	---	---	---

Detail for Amanda Iler: 937-515-3903

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/16	11:02A	937-217-2676	Off-Peak	N&W	Seaman OH	West Union OH	4	---	---	---
3/16	12:02P	937-798-9168	Off-Peak	N&W	Seaman OH	Incoming CL	6	---	---	---
3/16	12:56P	937-725-1837	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
3/16	3:06P	937-725-1837	Off-Peak	N&W	Seaman OH	Wilmington OH	1	---	---	---
3/16	3:12P	937-515-1344	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
3/16	3:13P	937-725-1837	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
3/16	4:47P	937-515-0820	Off-Peak	N&W	West Union OH	Georgetown OH	1	---	---	---
3/16	5:22P	608-407-5759	Off-Peak	N&W	Peebles OH	Maysville KY	3	---	---	---
3/16	8:18P	937-217-2676	Off-Peak	N&W	Seaman OH	Incoming CL	6	---	---	---
3/16	8:58P	937-798-9168	Off-Peak	N&W	Winchester OH	Incoming CL	2	---	---	---
3/16	8:58P	937-798-9168	Off-Peak	N&W	Seaman OH	Peebles OH	2	---	---	---
3/16	7:08P	937-798-9168	Off-Peak	N&W,CallWait	Seaman OH	Incoming CL	3	---	---	---
3/16	8:01P	608-407-5759	Off-Peak	N&W	Seaman OH	Incoming CL	3	---	---	---
3/16	8:43P	608-407-5759	Off-Peak	N&W	Peebles OH	Incoming CL	2	---	---	---
3/16	9:02P	937-205-2744	Off-Peak	N&W	West Union OH	Hillsboro OH	2	---	---	---
3/17	12:49A	937-205-1217	Off-Peak	N&W	Seaman OH	Hillsboro OH	1	---	---	---
3/17	12:50A	937-205-1217	Off-Peak	N&W	West Union OH	Hillsboro OH	2	---	---	---
3/17	12:51A	937-205-1217	Off-Peak	N&W	Peebles OH	Hillsboro OH	1	---	---	---
3/17	12:52A	937-205-7942	Off-Peak	N&W	Seaman OH	Hillsboro OH	1	---	---	---
3/17	12:54A	937-779-7985	Off-Peak	N&W	Seaman OH	West Union OH	6	---	---	---
3/17	6:58P	800-611-0964	Off-Peak	N&W	Seaman OH	Toll-Free CL	7	---	---	---
3/17	10:01P	608-407-5759	Off-Peak	N&W	Seaman OH	Maysville KY	2	---	---	---
3/18	6:58A	937-515-0820	Peak	M2MAllow	Cincinnati OH	Incoming CL	1	---	---	---
3/18	3:37P	937-798-9168	Peak	M2MAllow	Cincinnati OH	Incoming CL	4	---	---	---
3/18	5:02P	937-386-2516	Peak	PlanAllow	Seaman OH	Incoming CL	2	---	---	---
3/18	7:37P	937-515-0820	Peak	M2MAllow	Seaman OH	Incoming CL	1	---	---	---
3/18	7:54P	937-798-9168	Peak	M2MAllow	Seaman OH	Incoming CL	2	---	---	---
3/18	9:26P	937-515-0820	Off-Peak	N&W	Seaman OH	Georgetown OH	2	---	---	---
3/19	6:01A	937-725-1837	Peak	M2MAllow	Winchester OH	Incoming CL	1	---	---	---
3/19	6:51A	937-515-0820	Peak	M2MAllow	Cincinnati OH	Incoming CL	1	---	---	---
3/19	11:26A	937-572-6125	Peak	M2MAllow	Cincinnati OH	Incoming CL	3	---	---	---
3/19	1:07P	513-403-4429	Peak	M2MAllow	Cincinnati OH	Incoming CL	2	---	---	---
3/19	1:46P	937-386-3279	Peak	PlanAllow	Cincinnati OH	Incoming CL	1	---	---	---
3/19	3:34P	937-515-0820	Peak	M2MAllow	Levettand OH	Georgetown OH	2	---	---	---
3/19	4:28P	937-205-2744	Peak	M2MAllow	Winchester OH	Incoming CL	14	---	---	---
3/19	7:16P	937-798-9168	Peak	M2MAllow	Peebles OH	Incoming CL	1	---	---	---
3/19	8:13P	937-515-0820	Peak	M2MAllow	Seaman OH	Georgetown OH	2	---	---	---
3/19	8:41P	937-725-1837	Peak	M2MAllow	Seaman OH	Wilmington OH	3	---	---	---
3/20	5:52A	800-503-1283	Off-Peak	N&W	Winchester OH	Toll-Free CL	1	---	---	---
3/20	6:45A	937-515-0820	Peak	M2MAllow	Cincinnati OH	Georgetown OH	1	---	---	---
3/20	6:53A	937-515-0820	Peak	M2MAllow	Cincinnati OH	Incoming CL	2	---	---	---
3/20	9:52A	937-572-6125	Peak	M2MAllow	Cincinnati OH	Dayton OH	5	---	---	---
3/20	11:00A	937-572-6125	Peak	M2MAllow	Cincinnati OH	Incoming CL	3	---	---	---
3/20	2:23P	513-605-8308	Peak	PlanAllow	Cincinnati OH	Cincinnati OH	5	---	---	---
3/20	6:15P	937-515-0820	Peak	M2MAllow	Peebles OH	Georgetown OH	1	---	---	---

Detail for Amanda Her: 937-515-3903

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/20	7:01P	937-544-2921	Peak	PlanAllow	Seaman OH	West Union OH	3	---	---	---
3/20	7:03P	937-544-2921	Peak	PlanAllow	Seaman OH	West Union OH	2	---	---	---
3/21	1:36P	937-572-6125	Peak	M2MAAllow	Cincinnati OH	Dayton OH	2	---	---	---
3/21	6:37P	937-798-9168	Peak	M2MAAllow	Seaman OH	Incoming CL	1	---	---	---
3/21	6:42P	513-490-1176	Peak	M2MAAllow	Seaman OH	Incoming CL	4	---	---	---
3/21	7:38P	937-515-0820	Peak	M2MAAllow	Seaman OH	Georgetown OH	1	---	---	---
3/21	7:39P	937-217-2676	Peak	PlanAllow	Seaman OH	West Union OH	1	---	---	---
3/21	7:47P	937-217-2676	Peak	PlanAllow	Seaman OH	Incoming CL	3	---	---	---
3/21	8:32P	937-217-2676	Peak	PlanAllow	Seaman OH	Incoming CL	1	---	---	---
3/22	8:16A	937-572-6125	Peak	M2MAAllow	Cincinnati OH	Incoming CL	5	---	---	---
3/22	8:35A	937-572-6125	Peak	M2MAAllow	Cincinnati OH	Incoming CL	2	---	---	---
3/22	3:18P	937-798-9168	Peak	M2MAAllow	Cincinnati OH	Incoming CL	2	---	---	---
3/22	5:37P	937-217-2676	Peak	PlanAllow	Peebles OH	Incoming CL	4	---	---	---
3/22	7:18P	937-386-6089	Peak	PlanAllow	Seaman OH	Incoming CL	1	---	---	---
3/22	7:56P	937-217-2676	Peak	PlanAllow	West Union OH	Incoming CL	2	---	---	---
3/22	8:08P	937-515-0820	Peak	M2MAAllow	West Union OH	Georgetown OH	1	---	---	---
3/23	6:52A	937-386-3279	Off-Peak	N&W	Cincinnati OH	Seaman OH	2	---	---	---
3/23	9:00A	866-381-0453	Off-Peak	N&W	Cincinnati OH	Incoming CL	4	---	---	---
3/23	11:44A	937-798-9168	Off-Peak	N&W	Cincinnati OH	Incoming CL	12	---	---	---
3/23	12:34P	800-503-1283	Off-Peak	N&W	Batavia OH	Toll-Free CL	1	---	---	---
3/23	1:35P	937-779-6837	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
3/23	2:06P	937-779-6837	Off-Peak	N&W	Seaman OH	Incoming CL	2	---	---	---
3/23	3:22P	806-407-5759	Off-Peak	N&W	Seaman OH	Incoming CL	4	---	---	---
3/23	3:48P	806-407-5759	Off-Peak	N&W	Seaman OH	Maysville KY	7	---	---	---
3/23	6:39P	937-798-9168	Off-Peak	N&W	Seaman OH	Peebles OH	2	---	---	---
3/24	2:43P	937-798-9168	Off-Peak	N&W	Seaman OH	Peebles OH	1	---	---	---
3/24	4:40P	937-205-2744	Off-Peak	N&W	Peebles OH	Hillsboro OH	1	---	---	---
3/24	4:48P	806-407-5759	Off-Peak	N&W	Peebles OH	Incoming CL	3	---	---	---
3/25	5:30A	513-605-8411	Off-Peak	N&W	Seaman OH	Cincinnati OH	1	---	---	---
3/25	10:36A	513-752-0111	Peak	PlanAllow	Seaman OH	Incoming CL	1	---	---	---
3/25	3:44P	937-217-2676	Peak	PlanAllow	Seaman OH	Incoming CL	3	---	---	---
3/25	4:10P	937-798-9168	Peak	M2MAAllow	Seaman OH	Peebles OH	2	---	---	---
3/25	4:28P	937-798-9168	Peak	M2MAAllow	Seaman OH	Incoming CL	1	---	---	---
3/26	7:23A	513-490-1176	Peak	M2MAAllow	Cincinnati OH	Cincinnati OH	1	---	---	---
3/26	7:42A	513-490-1176	Peak	M2MAAllow	Cincinnati OH	Incoming CL	1	---	---	---
3/26	3:45P	937-515-0820	Peak	M2MAAllow	Batavia OH	Georgetown OH	1	---	---	---
3/26	3:46P	937-515-0820	Peak	M2MAAllow	Batavia OH	Incoming CL	1	---	---	---
3/26	5:06P	937-798-9168	Peak	M2MAAllow	Seaman OH	Peebles OH	1	---	---	---
3/27	3:23P	937-205-5668	Peak	M2MAAllow	Cincinnati OH	Hillsboro OH	1	---	---	---
3/27	3:28P	937-217-2676	Peak	PlanAllow	Cincinnati OH	Incoming CL	3	---	---	---
3/27	3:30P	937-205-5668	Peak	M2MAAllow	Mulberry OH	Incoming CL	11	---	---	---
3/27	3:41P	513-490-1176	Peak	M2MAAllow	Batavia OH	Cincinnati OH	1	---	---	---
3/27	3:45P	513-490-1176	Peak	M2MAAllow	Batavia OH	Incoming CL	15	---	---	---
3/27	4:00P	937-798-9168	Peak	M2MAAllow	Batavia OH	Peebles OH	4	---	---	---
3/27	6:19P	937-779-6837	Peak	M2MAAllow	Seaman OH	West Union OH	2	---	---	---

Detail for Amanda Her: 937-515-3903

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/27	7:26P	937-779-6637	Peak	M2MAIlow	Seaman OH	Incoming CL	3	---	---	---
3/28	8:39A	513-490-1176	Peak	M2MAIlow	Cincinnati OH	Incoming CL	1	---	---	---
3/28	9:25A	937-217-2676	Peak	PlanAIlow	Cincinnati OH	West Union OH	2	---	---	---
3/28	12:10P	513-605-8208	Peak	PlanAIlow	Cincinnati OH	Cincinnati OH	1	---	---	---
3/28	1:53P	937-515-0820	Peak	M2MAIlow	Cincinnati OH	Incoming CL	1	---	---	---
3/28	2:08P	513-984-3300	Peak	PlanAIlow	Cincinnati OH	Incoming CL	1	---	---	---
3/28	3:05P	937-515-0820	Peak	M2MAIlow	Cincinnati OH	Incoming CL	1	---	---	---
3/28	3:27P	937-515-0820	Peak	M2MAIlow	Loveland OH	Georgetown OH	2	---	---	---
3/28	4:34P	937-798-9168	Peak	M2MAIlow	Seaman OH	Peebles OH	2	---	---	---
3/28	6:18P	937-798-9168	Peak	M2MAIlow	Peebles OH	Incoming CL	2	---	---	---
3/28	7:28P	937-402-7645	Peak	PlanAIlow	Peebles OH	Hillsboro OH	3	---	---	---
3/29	8:23A	513-605-8208	Peak	PlanAIlow	Cincinnati OH	Cincinnati OH	1	---	---	---
3/29	9:16A	513-221-5600	Peak	PlanAIlow	Cincinnati OH	Incoming CL	1	---	---	---
3/29	11:38A	937-798-9168	Peak	M2MAIlow	Cincinnati OH	Incoming CL	3	---	---	---
3/29	12:32P	513-605-8208	Peak	PlanAIlow	Cincinnati OH	Cincinnati OH	3	---	---	---
3/29	3:46P	937-695-1400	Peak	PlanAIlow	Batavia OH	Winchester OH	1	---	---	---
3/29	5:04P	937-779-6637	Peak	M2MAIlow	Seaman OH	Incoming CL	1	---	---	---
3/29	6:57P	937-217-2676	Peak	PlanAIlow	West Union OH	West Union OH	7	---	---	---
3/29	7:29P	937-386-2121	Peak	PlanAIlow	Seaman OH	Seaman OH	1	---	---	---
3/29	8:23P	937-798-9168	Peak	M2MAIlow	Seaman OH	Incoming CL	2	---	---	---
3/29	8:30P	937-779-6637	Peak	M2MAIlow	West Union OH	Incoming CL	1	---	---	---
3/29	10:37P	937-515-0820	Off-Peak	N&W	Peebles OH	Incoming CL	2	---	---	---
3/30	8:31A	937-798-9168	Off-Peak	N&W	Seaman OH	Incoming CL	2	---	---	---
3/30	8:32A	937-515-0820	Off-Peak	N&W	Seaman OH	Georgetown OH	2	---	---	---
3/30	9:52A	937-798-9168	Off-Peak	N&W	Seaman OH	Peebles OH	1	---	---	---
3/30	11:03A	937-779-6637	Off-Peak	N&W	Peebles OH	Incoming CL	2	---	---	---
3/30	11:30A	937-205-5668	Off-Peak	N&W	Peebles OH	Hillsboro OH	1	---	---	---
3/30	12:17P	937-217-2676	Off-Peak	N&W	Peebles OH	Incoming CL	5	---	---	---
3/30	1:37P	937-798-9168	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
3/30	2:33P	937-205-5668	Off-Peak	N&W	Washington OH	Hillsboro OH	1	---	---	---
3/30	3:53P	937-798-9168	Off-Peak	N&W	Washington OH	Incoming CL	2	---	---	---
3/30	4:33P	937-798-9168	Off-Peak	N&W	Washington OH	Incoming CL	2	---	---	---
3/30	6:38P	937-205-5668	Off-Peak	N&W	Washington OH	Incoming CL	1	---	---	---
3/30	6:52P	937-798-9168	Off-Peak	N&W	Washington OH	Peebles OH	3	---	---	---
3/30	8:58P	937-217-2676	Off-Peak	N&W	Washington OH	West Union OH	6	---	---	---
3/30	7:04P	937-779-6637	Off-Peak	N&W	Leesburg OH	Incoming CL	1	---	---	---
3/30	7:22P	937-515-0820	Off-Peak	N&W	Hillsboro OH	Incoming CL	1	---	---	---
3/30	9:47P	606-407-5759	Off-Peak	N&W	Peebles OH	Incoming CL	2	---	---	---
3/31	12:34P	937-217-2676	Off-Peak	N&W	Seaman OH	Incoming CL	2	---	---	---
3/31	1:16P	606-407-5759	Off-Peak	N&W	Mount Orab OH	Maysville KY	1	---	---	---
3/31	1:17P	937-515-0820	Off-Peak	N&W	Mount Orab OH	Georgetown OH	1	---	---	---
3/31	1:17P	606-407-5759	Off-Peak	N&W,CallWait	Mount Orab OH	Incoming CL	2	---	---	---
3/31	1:19P	Unavailable	Off-Peak	N&W	Mount Orab OH	Incoming CL	1	---	---	---
4/01	3:42P	937-798-9168	Peak	M2MAIlow	Cincinnati OH	Incoming CL	3	---	---	---
4/01	5:02P	937-779-6637	Peak	M2MAIlow	Peebles OH	Incoming CL	3	---	---	---

Detail for Amanda Iler: 937-515-3903

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
4/01	6:34P	937-515-0820	Peak	M2MAllow	West Union OH	Georgetown OH	1	---	---	---
4/01	6:56P	937-779-8637	Peak	M2MAllow	Seaman OH	Incoming CL	2	---	---	---
4/01	9:31P	855-839-4388	Off-Peak	N&W	Seaman OH	Toll-Free CL	10	---	---	---
4/02	5:45A	937-725-1837	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
4/02	7:35A	937-515-0820	Peak	M2MAllow	Cincinnati OH	Georgetown OH	1	---	---	---
4/02	8:30P	937-444-2583	Peak	PlanAllow	Loveland OH	Mount Orab OH	3	---	---	---
4/02	4:08P	513-374-1512	Peak	M2MAllow	Mount Orab OH	Incoming CL	8	---	---	---
4/02	4:40P	800-503-1283	Peak	PlanAllow	Seaman OH	Toll-Free CL	2	---	---	---
4/02	5:10P	513-767-4040	Peak	PlanAllow	Seaman OH	Newtown OH	2	---	---	---
4/02	7:04P	937-544-5586	Peak	PlanAllow	Peebles OH	Incoming CL	1	---	---	---
4/03	9:26A	412-788-8882	Peak	PlanAllow	Cincinnati OH	Incoming CL	1	---	---	---
4/03	10:12A	937-393-4278	Peak	PlanAllow	Cincinnati OH	Incoming CL	1	---	---	---
4/03	4:27P	937-515-0813	Peak	M2MAllow	Seaman OH	Georgetown OH	1	---	---	---
4/03	5:02P	937-386-2516	Peak	PlanAllow	Seaman OH	Incoming CL	3	---	---	---
4/03	8:35P	513-766-6744	Peak	M2MAllow	Peebles OH	Incoming CL	1	---	---	---
4/03	8:03P	937-779-8637	Peak	M2MAllow	Seaman OH	Incoming CL	4	---	---	---
4/03	8:11P	937-544-2921	Peak	PlanAllow	Seaman OH	West Union OH	1	---	---	---
4/03	8:12P	937-544-2921	Peak	PlanAllow	Seaman OH	West Union OH	2	---	---	---
4/03	8:38P	937-779-8637	Peak	M2MAllow	Seaman OH	Incoming CL	3	---	---	---
4/04	7:41A	937-779-8637	Peak	M2MAllow	Seaman OH	Incoming CL	4	---	---	---
4/04	10:25A	937-393-4278	Peak	PlanAllow	Seaman OH	Incoming CL	2	---	---	---
4/04	11:19A	800-407-5759	Peak	PlanAllow	Seaman OH	Maysville KY	23	---	---	---
4/04	3:10P	937-386-8088	Peak	PlanAllow	Seaman OH	Incoming CL	3	---	---	---
4/04	3:52P	937-515-0820	Peak	M2MAllow	Seaman OH	Incoming CL	2	---	---	---
4/04	4:24P	937-799-9188	Peak	M2MAllow	Seaman OH	Incoming CL	3	---	---	---
4/04	4:50P	937-515-0820	Peak	M2MAllow	Peebles OH	Georgetown OH	1	---	---	---
4/04	5:01P	937-515-0820	Peak	M2MAllow	Peebles OH	Georgetown OH	2	---	---	---
4/04	6:27P	937-618-9624	Peak	PlanAllow	Peebles OH	Georgetown OH	1	---	---	---

Need-to-Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one-time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1-866-544-0401. If payment is returned unpaid, you authorized us to collect an additional \$25 fee through EFT from your account.

FUSC Change

The Federal Universal Service Charge (FUSC) is a Verizon Wireless charge that is subject to change each calendar quarter based on contribution rates prescribed by the FCC. On April 1, the FUSC decreased to 3.63 percent of assessable wireless charges, other than separately billed interstate and international telecom charges. The FUSC on separately billed interstate and international telecom charges decreased to 15.5 percent. For more details, please call 1-888-684-1888.

Important Information Regarding Rate Change In Canada

Effective May 15, 2013, the rate per minute for making or receiving calls while in Canada will change from \$0.69 to \$0.89. Customers with plans that include Canada Minutes will not be impacted by the change.

Become An Expert On Your Device

Attend a complimentary online or in-store wireless workshop to learn all about your device. Find out how to preserve battery life, manage usage, get the latest apps, transfer data from your phone to computer and much more. Visit www.vzw.com/workshops to enroll today. Also check out our online phone resources at www.vzw.com/support anytime day or night, right from the comfort of your home or office.

Save Time – Pay Your Bill Online

It's fast, easy and secure. Best of all, you can do it from your home, office or any computer with an Internet connection. Go to www.vzw.com/myverizon.

Phone #
authentication
2 Pages

Local Phone Book to authenticate Mr. Farahay's Home Phone Number, noting it expresses the year the phone book was distributed-which further verifies it belonging to him way before the dates of printing of phone records for Mr. Iler (despite his sworn testimony to the contrary).

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Communications

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Peebles Seaman Sinking Spring West Union
Includes listings for: Decatur
Area Code 937 September 2012-2013

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Ennor Timothy 619 Riley Hollow Rd W Union..... 544-0673	Evans Jessie F 5869 Cham Creek Rd Stout..... 544-2958	Ferguson Sheila 604 Maple St W Union..... 544-3892
Edam Russ 811 Eagle Creek Rd W Union..... 549-3397	John 280 Tanager Rd Blue Crk..... 544-0573	Fernandez Frances 3614 Pumpkin Ridge Rd W Union..... 544-4871
Elbridge Debra 531 E Mulberry St W Union..... 544-0811	Jonda R 21113 State Rte 125 Blue Crk..... 544-7152	Fette David & Naomi 8032 Gomer Rd Russellville..... 373-1022
Kevin & DesDee 250 Madonna Dr W Union..... 544-5789	Kathryn 4980 West Fork Rd Lynx..... 544-5745	Fetters Betty & Wilber 6536 Decatur Eckmansville Rd Decatur..... 373-2886
Rose Pks..... 587-1139	Lee 65 Hutton Rd Winchstr..... 373-2784	Beverly 320 Broadway St Seem..... 386-08
Elkins E 455 Marble Farmace RD Pks..... 587-1995	Louellen 2310 Wintersteen Rd Rd Blue Crk..... 544-2514	Gary 2866 Nichols Ridge Rd Seem..... 386-13
J Pks..... 587-1781	Evans Nancy No Telephone Solicitation 13738 State Route 41 W Union..... 544-3204	Helen 1123 E Walnut St W Union..... 544-057
Ellestad Eric & Linda 2834 Ebenezer Rd Winchstr..... 549-4263	Evans Nathanael 1917 Johnsons Run Rd Stout..... 544-3836	Jennifer 301 N West St W Union..... 779-321
Elliott Elsie 4419 State Route 124 Lthm..... 588-5171	P 1896 Johnsons Run Rd Stout..... 544-3034	Randy D 360 Mcneilan Rd W Union..... 544-517
Genevieve 20 Franklin St Pks..... 587-5722	R J 11987 State Rte 125..... 544-2486	William 2174 Decatur Pike Winchstr..... 373-296
Joseph & Robin 353 Suck Run Rd Winchstr..... 549-3647	Richard 2747 Conaway Rd Pks..... 588-3093	Fiedler Don 1281 Toke Lewis Rd Lynx..... 544-410
Linda 411 W 4th St Winchstr..... 549-0075	Ruby 2820 Cham Creek Rd Blue Crk..... 544-3205	Piege Arthur W Union..... 544-909
Rusty 283 St Rte 41 Mchstr..... 588-2991	Ruth 415 E Front Winchstr..... 549-2932	Tiffany 549 Fawcett Rd Pks..... 587-393
Shelia 12648 State Rte 136 W Union..... 544-5215	Timmy 351 Tanager Rd Blue Crk..... 544-5507	Fields Angela S 419 Ralston Rd W Union..... 544-601
Steven..... 588-1021	Vernal 409 E 3rd St Winchstr..... 549-4478	Earl 23 Williams Rd..... 587-347
Steven 13114 Strait Creek RD Pks..... 588-2103	William & Corena M 21785 State Rte 125 Blue Crk..... 544-2204	Howard C & Patricia 33 N Main Siding Seem..... 588-391
Ellis Clifford & Anita 9108 Us Rte 52 Winchstr..... 549-8811	William L & Misty 4189 Ginger Ridge Rd Winchstr..... 549-3939	Joyce 33 Meder Rd Winchstr..... 549-811
Edmund R 8037 State Rte 125..... 544-2437	William R Jr 1288 Johnsons Run Rd Stout..... 544-8115	R & S..... 544-721
Jack R 5949 State Rte 136..... 544-3588	Everett Gary 191 Stella Ave Pks..... 587-5185	W K 101 Crawford Rd..... 544-974
P H 21 E 2nd St Winchstr..... 549-1899	Ewick David 92 2nd St Pks..... 587-2723	Milford 3161 Vaughn Ridge Rd..... 544-311
Richard 2435 Tulp Rd Lynx..... 544-2000	Eye Kimberly 223 Fair Court St W Union..... 779-3134	Ronald 6758 Tri County Rd Seem..... 386-805
Todd 1896 Old Cincinnati PKE W Union..... 544-4735		Sherwood 188 Page School Rd..... 544-268
Ernst Charles 2650 Grange Hall Rd W Union..... 544-6970		Fine Dean & Bev 640 Hamilton Rd Lynx..... 544-509
Emery Donald 7225 Mount Unger Rd Otway..... 587-2126		Frihaw Larry 576 Parker Ridge Rd Pks..... 588-458
Harold & Sue 190 State Rte 770 Seem..... 386-2560		Finn Mary 204 Finn Knapp Rd Pks..... 587-6206
Helen 118 Burnt Cabin Rd..... 386-2463		Finnegan K..... 587-2663
Enderle Thomas 36 Diamond St Pks..... 799-4135		Finney George 14400 State Rte 73 Pks..... 587-2848
England Cleo 287 Forest Av Seem..... 386-2546		Finzel Michael 50 E 8th Ave Pks..... 587-1114
Enser Earl & Connie 512 Drake Rd Stout..... 544-2619		Firman Marjorie 1212 Johnsons Run Rd Stout..... 544-4517
Erbeke Dave 5729 Brush Creek Rd Winchstr..... 544-7524		Fischer Christopher & Tia 121 Boyd Rd Pks..... 587-2508
Erkenbrecher James 10164 State Rte 136 W Union..... 544-5309		Fish David 2040 Decatur Pike Winchstr..... 373-2011
Shelly 50 Vine St Seem..... 386-8061		Fisher Billy & Heidi 4444 St Rt 763 Rly..... 373-1077
Ernst Donna 310 Eusa Av..... 587-3230		Ellen 180 Vine St Pks..... 587-33
Michael 12573 State Rte 125 W Union..... 544-5341		Frank 225 Currence Dr Winchstr..... 549-8
Erwin H Kim 817 Taler Ridge Rd W Union..... 544-8252		James 127 High Pks..... 587-3261
Mark 3005 Coon Hill Rd Winchstr..... 386-2796		James 1002 Sunriseave W Union..... 779-303
Eskew David 760 Ripley Pike Winchstr..... 549-2887		John W Sr 1717 Foster Rd W Union..... 373-306
Estep Michael 537 Shaker Run Rd Pks..... 587-1745		Kermit & Mirnae 10574 Eyer Rd Winchstr..... 373-1516
Estes K 605 W Front St Winchstr..... 549-2702		Kevin 860 Cemetery Rd Pks..... 587-2776
Marissa K 4233 Suck Run Rd Winchstr..... 549-2127		Nancy 4393 Ginger Ridge Rd Winchstr..... 549-2805
Estes Robin No Telephone Solicitation 928 Sunnyview Dr Winchstr..... 549-4960		Roger 13706 State Route 41 W Union..... 544-3741
Estes Tony 405 W 6th St Winchstr..... 549-2948		Tammy 276 Gift Ridge Rd Winchstr..... 549-3014
Eubanks Jeanne 186 High..... 587-2341		Fitch Raymond 1732 Beavers Ridge Rd Pks..... 588-2135
Nancy 130 4th St Pks..... 587-2993		Fite Barbara 2895 Tulp Rd Lynx..... 544-6036
Robert 606 Fawcett Rd Pks..... 587-1348		Jackie & David 810 Jack Roush Way Winchstr..... 549-2472
Evans Alberta 3630 Poplar Grove RD Pks..... 588-4915		Jamell 7363 State Route 41 W Union..... 549-3250
Aha 1922 State Rte 136..... 549-2243		Joseph 1767 Wintersteen Run Rd Blue Crk..... 544-0717
Anita 417 Inlow Ave Pks..... 587-2326		Lloyd & Linda 1676 Shawnee Rd Otway..... 544-7053
Bobby L 23887 State Rte 125 Blue Crk..... 544-7541		Mary 216 John St W Union..... 544-3599
C 8453 State Rte 136 W Union..... 544-1704		Walter & Betty 1393 Mackleslin Rd Lthm..... 588-2519
Cecil 3883 Island Creek RD W Union..... 549-2663		Robin 657 Parhandle Ave W Union..... 544-7268
Cora 2638 Wintersteen Run Rd Blue Crk..... 544-3155		T 1100 Johnsons Run Rd Stout..... 544-4951
Daisy 2755 Mackleslin Rd Pks..... 587-2781		Fitzgerald C W Union..... 544-4688
Daniel & Dawn 275 La Porte Rd Pks..... 587-2483		Herman W 885 Trent Rd..... 544-5427
David S 371 Tanager Rd Blue Crk..... 544-3780		Mary 434 Centamaks Ln West Union..... 544-2948
Gary 1525 Morris Rd Seem..... 386-2430		Fitzpatrick Gary 66 McGovney Rd Stout..... 549-4051
Gary & Donna 296 Dawn Ln Pks..... 587-3715		Gene 15463 State Rte 247..... 386-2624
Iva F 231 Stephenson Dr W Union..... 544-3334		J..... 549-1567
J S 1013 Tulp Rd Lynx..... 544-3014		James 14820 State Route 247 Seem..... 386-2316
Jeff 32644 State Rte 41 Pks..... 587-2721		Steve 14243 State Rte 247..... 386-2308
		Fizer A 9915 State Route 41 Abdm..... 549-4003
		Dixie 351 Page School Rd W Union..... 544-2111
		G W Union..... 544-2109
		Lisa 900 Linda Vista Dr Winchstr..... 549-4256

P.O. BOX 4002
ACWORTH, GA 30101

Manage Your Account & View Your Usage Details	Account Number	Date Due
My Verizon at www.verizonwireless.com	987120188-00001	05/30/13
Address Changed? - go to vzw.com/changeaddress	Invoice Number	2909255233

KEYLINE
/4567995744/

MATTHEW ILER
380 BROADWAY ST
SEAMAN, OH 45679-9574

Quick Bill Summary

Apr 05 - May 04

Previous Balance (see back for details)	\$147.82
Payment - Thank You	-\$147.82
Balance Forward	\$0.00
Monthly Charges	\$151.15
Verizon Wireless' Surcharges and Other Charges & Credits	\$35.73
Taxes, Governmental Surcharges & Fees	\$9.06
Total Current Charges	\$195.94

Total Charges Due by May 30, 2013 **\$195.94**

Change To Your Service

Thank you for your wireless business.
You recently made a change to your
service. Your new bill will reflect usage
from your last bill and service
adjustments resulting from the
plan/feature change.

Pay from Wireless	Pay on the Web	Questions:
#PNIT (#768)	My Verizon at www.verizonwireless.com	1.800.922.0204 or *611 from your wireless

VN

Bill Date **May 04, 2013**
Account Number **987120188-00001**
Invoice Number **2909255233**

MATTHEW ILER
380 BROADWAY ST
SEAMAN, OH 45679-9574

Total Amount Due

deducted from bank account on 05/24/13
DO NOT MAIL PAYMENT **\$195.94**

P.O. BOX 25505
LEHIGH VALLEY, PA 18002-5505

/1800255054/



Check here and fill out the back of this slip if your billing address
has changed or you are adding or changing your email address.

2909255233010987120188000010000195940000195949

Get Minutes Used #MIN + SEND	Get Data Used #DATA + SEND	Get Balance #BAL + SEND
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Explanation of Charges

Verizon Wireless' Surcharges

Verizon Wireless' Surcharges include (i) a Regulatory Charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges imposed on us by the government to support universal service; and (iii) an Administrative Charge, which helps defray certain expenses we incur, including charges we or our agents pay local telephone companies for delivering calls from our customers to their customers, fees and assessments on our network facilities and services, and costs and charges associated with new cell site construction, local number portability, and other government mandates. Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.

Taxes, Governmental Surcharges and Fees

Includes sales, excise and other taxes and governmental surcharges and fees that we are required by law to bill customers. These taxes, surcharges and fees may change from time to time without notice.

Understanding Your Prorated (partial month) Charges

Prorated charges occur when you add new service, or make a change to your existing service, in the middle of your bill cycle. Prorated charges are calculated by determining the daily charge, and then by multiplying the daily charge by the number of days the service was used.

If a plan change is effective as of a date during the bill cycle, your proration will include a credit for unused days on the old plan, and a charge for the days used on your new plan.

Payments

Previous Balance	\$147.82
Payment - Thank You	
Payment Received 04/24/13	-147.82
Total Payments	-147.82
Balance Forward	\$0.00

Total Amount Due will be deducted from your bank account on 05/24/13

Account Charges and Credits

Account Monthly Charges

Nationwide TLK&TXT Share 700	05/05 - 06/04	80.00
15% Access Discount (\$80.00 + \$9.99)	05/05 - 06/04	-13.50
Subtotal		\$66.50
Total Account Charges and Credits		\$66.50

Correspondence Address: Verizon Wireless Attn: Correspondence Team PO Box 5029 Wallingford, CT 06492

Automatic Payment Enrollment for Account: 987120188-00001 MATTHEW ILER

By signing below, you authorize Verizon Wireless to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon Wireless is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon Wireless. Check with your bank for any charges.

1. Check this box.
2. Sign name in box below, as shown on the bill and date.
3. Return this slip with your check for this month's payment.

Changing your billing address for Account: 987120188-00001 MATTHEW ILER

Use this space or sign in to My Verizon at vzw.com/changeaddress to change the mailing address where we send your bill. If we do not have your most recent email address, provide it below and we'll use it to tell you important information about your Verizon Wireless service. Allow 2 billing cycles for the address change to take effect.

New Address _____
 City _____
 State/Zip _____
 Work Phone _____ Home Phone _____
 Email _____

Confirming or changing your service address

For each of your mobile numbers, in order to bill taxes and surcharges correctly we need a service address - which is a street address (not a PO Box) that is the home or primary business address of the person who uses that number. To confirm or change the service address for any of your mobile numbers, sign in to My Verizon at vzw.com/serviceaddress.

Overview of Lines (Includes Plan Change)

Your Account's Plan

Nationwide TLK&TXT Share 700
 \$80.00 monthly charge
 700 monthly allowance minutes
 \$.45 per minute after allowance
 Unlimited Nights and Weekend
 Unlimited National M2M
 Unlimited Messaging
Beginning on 04/21/12:
 15% Access Discount

Breakdown of Charges

Account Charges & Credits	pg 2	\$66.50
937-515-0820 Amanda Iler	pg 4	\$83.71
937-515-3903 Amanda Iler	pg 8	\$45.73
Total Current Charges		\$195.94

Breakdown of Shared Usage

		SharePlan Minutes Used	SharePlan Messaging Used
937-515-0820	pg 4	64	2,663
937-515-3903	pg 8	328	194
Total Used		392	2,857
Shared Allowance		700	unlimited
Overage		0	0
Total Shared Usage Charges		\$.00	\$.00

P. 4-7 of Records
excluded
due to not
being Relevant
for discrediting
testimony

* APRIL 2013
Verizon

Summary for Amanda Iler: 937-515-3903

Your Plan

Nationwide TLK&TXT Share 700
 (see pg 3)

Data Package/2GB
 \$30.00 monthly charge
 2 monthly gigabyte allowance
 \$10.00 per GB after allowance

Beginning on 03/10/13:
 25 Bonus Minutes Available for Use Within 1 Year
 25 remaining

Have more question about your charges?
 Get details for usage charges at
www.verizonwireless.com. Sign into My
 Verizon to View Online Bill and click on Calls,
 Messages & Data.

Monthly Charges

Line Access	05/05 -- 06/04	9.99
Data Package/2GB	05/05 -- 06/04	30.00
		\$39.99

Usage and Purchase Charges

Voice	Allowance	Used	Billable	Cost
SharePlan	minutes 700 (shared)	328	---	---
Mobile to Mobile	minutes unlimited	269	---	---
Night/Weekend	minutes unlimited	384	---	---
Total Voice				\$0.00

Messaging

Text, Picture & Video	messages	unlimited	194	---	---
Total Messaging				\$0.00	

Data

Gigabyte Usage	gigabytes	2	2	---	---
Total Data				\$0.00	

Total Usage and Purchase Charges \$0.00

Verizon Wireless' Surcharges +

Fed Universal Service Charge	1.14
Regulatory Charge	.16
Administrative Charge	.90
OH TRS Surcharge	.03
OH Reg Fee	.07
\$2.30	

Taxes, Governmental Surcharges and Fees +

State/Local E911 (\$0.25/No.)	.25
OH State Sales Tax--Telec	2.50
Adams Cnty Sales Tax--Telec	.69
\$3.44	

Total Current Charges for 937-515-3903 \$45.73

+Percentage-based taxes, fees, and surcharges apply to charges for this line, including overage charges, plus this line's share of account charges.

Detail for Amanda Iler: 937-515-3903

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
4/05	7:53A	513-605-8221	Peak	PlanAllow	Cincinnati OH	Cincinnati OH	3	---	---	---
4/05	8:04A	937-544-3808	Peak	PlanAllow	Cincinnati OH	West Union OH	2	---	---	---
4/05	8:09A	937-544-3808	Peak	PlanAllow	Cincinnati OH	Incoming CL	1	---	---	---

Detail for Amanda Iler: 937-515-3903

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
4/05	8:18A	513-605-8221	Peak	PlanAllow	Cincinnati OH	Cincinnati OH	1	---	---	---
4/05	8:18A	937-572-6125	Peak	M2MAIlow	Cincinnati OH	Dayton OH	11	---	---	---
4/05	9:32A	937-626-5405	Peak	PlanAllow	Cincinnati OH	Huntsville OH	2	---	---	---
4/05	10:01A	937-217-2676	Peak	PlanAllow	Loveland OH	West Union OH	7	---	---	---
4/05	10:21A	937-779-6637	Peak	M2MAIlow	Batavia OH	West Union OH	1	---	---	---
4/05	10:35A	937-779-6637	Peak	M2MAIlow	Mount Graft OH	Incoming CL	3	---	---	---
4/05	12:22P	937-779-6637	Peak	M2MAIlow	Seaman OH	Incoming CL	5	---	---	---
4/05	3:44P	937-217-2676	Peak	PlanAllow	Seaman OH	Incoming CL	3	---	---	---
4/05	3:48P	937-217-2676	Peak	PlanAllow	Seaman OH	Incoming CL	1	---	---	---
4/05	4:25P	606-407-5759	Peak	PlanAllow	Seaman OH	Incoming CL	3	---	---	---
4/05	5:03P	937-798-9168	Peak	M2MAIlow	Peebles OH	Incoming CL	1	---	---	---
4/05	5:11P	606-407-5759	Peak	PlanAllow	Peebles OH	Maysville KY	3	---	---	---
4/05	5:45P	937-779-6637	Peak	M2MAIlow	West Union OH	Incoming CL	1	---	---	---
4/05	5:58P	513-767-4040	Peak	PlanAllow	Peebles OH	Newtown OH	2	---	---	---
4/05	5:57P	937-217-8494	Peak	PlanAllow	Peebles OH	West Union OH	6	---	---	---
4/05	7:06P	513-767-4040	Peak	PlanAllow	West Union OH	Incoming CL	1	---	---	---
4/05	7:21P	937-779-6637	Peak	M2MAIlow	West Union OH	Incoming CL	2	---	---	---
4/05	8:15P	937-779-6637	Peak	M2MAIlow	Peebles OH	West Union OH	1	---	---	---
4/05	10:17P	606-407-5759	Off-Peak	N&W	Peebles OH	Maysville KY	1	---	---	---
4/06	8:29A	937-798-9168	Off-Peak	N&W	Seaman OH	Incoming CL	2	---	---	---
4/06	9:51A	937-798-9168	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
4/06	9:55A	937-798-9168	Off-Peak	N&W	Seaman OH	Incoming CL	2	---	---	---
4/06	10:58A	937-205-2744	Off-Peak	N&W	West Union OH	Hillsboro OH	1	---	---	---
4/06	11:58A	937-725-1837	Off-Peak	N&W	Winchester OH	Wilmington OH	3	---	---	---
4/06	12:01P	513-767-4040	Off-Peak	N&W	Winchester OH	Newtown OH	1	---	---	---
4/06	12:02P	937-515-0090	Off-Peak	N&W	Winchester OH	Georgetown OH	6	---	---	---
4/06	5:26P	937-798-9168	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
4/06	5:41P	937-217-8494	Off-Peak	N&W	West Union OH	West Union OH	1	---	---	---
4/06	5:44P	937-798-9168	Off-Peak	N&W	West Union OH	Incoming CL	1	---	---	---
4/06	5:51P	937-217-8494	Off-Peak	N&W	Peebles OH	Incoming CL	5	---	---	---
4/06	6:32P	937-217-8494	Off-Peak	N&W	Peebles OH	Incoming CL	1	---	---	---
4/06	8:40P	937-205-2744	Off-Peak	N&W	West Union OH	Hillsboro OH	1	---	---	---
4/07	12:32A	937-798-9168	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
4/07	12:10P	937-205-2744	Off-Peak	N&W	Seaman OH	Incoming CL	5	---	---	---
4/07	3:18P	937-798-9168	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
4/07	4:12P	937-217-8494	Off-Peak	N&W	West Union OH	Incoming CL	1	---	---	---
4/07	4:32P	937-217-8494	Off-Peak	N&W	West Union OH	West Union OH	2	---	---	---
4/07	8:28P	937-217-2676	Off-Peak	N&W	Seaman OH	West Union OH	3	---	---	---
4/07	8:40P	937-798-9168	Off-Peak	N&W	West Union OH	Incoming CL	1	---	---	---
4/08	8:16A	937-779-6637	Peak	M2MAIlow	Cincinnati OH	West Union OH	1	---	---	---
4/08	9:11A	937-779-6637	Peak	M2MAIlow	Cincinnati OH	Incoming CL	11	---	---	---
4/08	1:24P	937-725-1837	Peak	M2MAIlow	Cincinnati OH	Incoming CL	1	---	---	---
4/08	1:54P	937-779-6637	Peak	M2MAIlow	Cincinnati OH	Incoming CL	3	---	---	---
4/08	3:28P	937-779-6637	Peak	M2MAIlow	Loveland OH	Incoming CL	2	---	---	---
4/08	5:02P	937-386-2518	Peak	PlanAllow	Seaman OH	Incoming CL	1	---	---	---

Detail for Amanda Iler: 937-515-3903

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
4/08	5:36P	937-725-1837	Peak	M2MAllow	West Union OH	Wilmington OH	1	---	---	---
4/08	5:50P	513-767-4040	Peak	PlanAllow	Peebles OH	Incoming CL	2	---	---	---
4/08	7:38P	937-798-9168	Peak	M2MAllow	Peebles OH	Peebles OH	3	---	---	---
4/09	7:04A	606-407-5759	Peak	PlanAllow	Cincinnati OH	Maysville KY	2	---	---	---
4/09	9:41A	937-217-2676	Peak	PlanAllow	Cincinnati OH	West Union OH	4	---	---	---
4/09	10:01A	513-403-4429	Peak	M2MAllow	Cincinnati OH	Incoming CL	1	---	---	---
4/09	2:38P	513-403-4429	Peak	M2MAllow	Cincinnati OH	Cincinnati OH	1	---	---	---
4/09	4:00P	937-386-8088	Peak	PlanAllow	Batavia OH	Incoming CL	1	---	---	---
4/09	4:50P	937-515-0820	Peak	M2MAllow	Seaman OH	Incoming CL	2	---	---	---
4/10	8:29A	412-768-0662	Peak	PlanAllow	Cincinnati OH	Incoming CL	3	---	---	---
4/10	10:07A	513-490-1176	Peak	M2MAllow	Cincinnati OH	Cincinnati OH	1	---	---	---
4/10	11:10A	513-605-8221	Peak	PlanAllow	Cincinnati OH	Cincinnati OH	5	---	---	---
4/10	1:31P	513-364-0545	Peak	PlanAllow	Cincinnati OH	Cincinnati OH	1	---	---	---
4/10	4:15P	937-515-0820	Peak	M2MAllow	Mount Orab OH	Incoming CL	1	---	---	---
4/10	4:27P	937-217-2676	Peak	PlanAllow	Winchester OH	Incoming CL	3	---	---	---
4/10	4:36P	606-407-5759	Peak	PlanAllow	Seaman OH	Maysville KY	1	---	---	---
4/10	4:37P	606-407-5759	Peak	PlanAllow	Seaman OH	Maysville KY	1	---	---	---
4/10	4:38P	606-407-5759	Peak	PlanAllow	West Union OH	Maysville KY	1	---	---	---
4/10	4:52P	937-217-2676	Peak	PlanAllow	Seaman OH	West Union OH	1	---	---	---
4/10	4:58P	937-779-6537	Peak	M2MAllow	Peebles OH	West Union OH	1	---	---	---
4/10	5:33P	937-217-2676	Peak	PlanAllow	West Union OH	West Union OH	5	---	---	---
4/10	7:26P	937-798-9168	Peak	M2MAllow	Seaman OH	Incoming CL	4	---	---	---
4/11	8:59A	937-572-6125	Peak	M2MAllow	Cincinnati OH	Incoming CL	4	---	---	---
4/11	1:46P	513-403-4429	Peak	M2MAllow	Cincinnati OH	Incoming CL	1	---	---	---
4/11	2:01P	937-205-2744	Peak	M2MAllow	Cincinnati OH	Hillsboro OH	2	---	---	---
4/11	4:21P	937-217-2676	Peak	PlanAllow	Seaman OH	Incoming CL	2	---	---	---
4/11	5:02P	937-386-2518	Peak	PlanAllow	Peebles OH	Incoming CL	2	---	---	---
4/11	7:17P	937-205-2744	Peak	M2MAllow	West Union OH	Hillsboro OH	2	---	---	---
4/12	7:26A	937-217-2676	Peak	PlanAllow	Cincinnati OH	West Union OH	1	---	---	---
4/12	1:59P	513-403-4429	Peak	M2MAllow	Cincinnati OH	Incoming CL	3	---	---	---
4/12	4:03P	937-798-9168	Peak	M2MAllow	Batavia OH	Incoming CL	3	---	---	---
4/12	4:13P	937-798-9168	Peak	M2MAllow	Mount Orab OH	Incoming CL	1	---	---	---
4/12	4:14P	513-787-4940	Peak	PlanAllow	Mount Orab OH	Newtown OH	1	---	---	---
4/12	4:16P	937-798-9168	Peak	M2MAllow	Mount Orab OH	Peebles OH	1	---	---	---
4/12	8:24P	937-798-9168	Peak	M2MAllow	Peebles OH	Incoming CL	1	---	---	---
4/13	5:59A	937-725-1837	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
4/13	8:01A	937-798-9168	Off-Peak	N&W	Seaman OH	Peebles OH	3	---	---	---
4/13	8:33A	937-798-9168	Off-Peak	N&W	Seaman OH	Peebles OH	1	---	---	---
4/13	8:08A	412-768-0662	Off-Peak	N&W	West Union OH	Incoming CL	2	---	---	---
4/13	8:45A	937-725-1837	Off-Peak	N&W	West Union OH	Wilmington OH	1	---	---	---
4/13	10:28A	513-767-4040	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
4/13	10:28A	513-767-4040	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
4/13	10:36A	937-217-2676	Off-Peak	N&W	Seaman OH	West Union OH	1	---	---	---
4/13	10:49A	937-798-9168	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
4/13	11:00A	937-217-2676	Off-Peak	N&W	Peebles OH	West Union OH	1	---	---	---

Detail for Amanda Iler: 937-515-3903

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Mins.	Airtime Charges	Long Dist/ Other Chgs	Total
4/13	11:06A	937-217-2676	Off-Peak	N&W	Peebles OH	West Union OH	1	---	---	---
4/13	11:31A	937-205-2744	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
4/13	11:53A	937-725-1837	Off-Peak	N&W	West Union OH	Incoming CL	2	---	---	---
4/13	12:09P	937-205-2744	Off-Peak	N&W	West Union OH	Hillsboro OH	1	---	---	---
4/13	12:40P	937-725-1837	Off-Peak	N&W	Peebles OH	Wilmington OH	1	---	---	---
4/13	2:58P	937-205-2744	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
4/13	3:14P	937-798-9188	Off-Peak	N&W	Peebles OH	Incoming CL	1	---	---	---
4/13	5:31P	937-779-6637	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
4/13	5:32P	937-205-2744	Off-Peak	N&W	West Union OH	Hillsboro OH	2	---	---	---
4/13	6:59P	937-779-6637	Off-Peak	N&W	Peebles OH	West Union OH	1	---	---	---
4/13	7:00P	937-779-6637	Off-Peak	N&W	West Union OH	West Union OH	1	---	---	---
4/13	7:08P	937-779-6637	Off-Peak	N&W	Peebles OH	Incoming CL	2	---	---	---
4/13	8:19P	937-217-2676	Off-Peak	N&W	Seaman OH	Incoming CL	2	---	---	---
4/14	8:29A	513-767-4040	Off-Peak	N&W	Cincinnati OH	Incoming CL	1	---	---	---
4/14	7:58P	513-766-6744	Off-Peak	N&W	Mount Oak OH	Cincinnati OH	1	---	---	---
4/14	8:07P	513-766-6744	Off-Peak	N&W	Bethel OH	Incoming CL	1	---	---	---
4/14	8:53P	937-779-6637	Off-Peak	N&W	California KY	West Union OH	1	---	---	---
4/15	8:39A	513-364-0545	Peak	PlanAllow	Cincinnati OH	Cincinnati OH	2	---	---	---
4/15	3:27P	937-779-9832	Peak	M2MAllow	Lowland OH	Incoming CL	1	---	---	---
4/15	3:51P	937-398-2144	Peak	PlanAllow	Batavia OH	Incoming CL	2	---	---	---
4/15	4:02P	937-315-0090	Peak	M2MAllow	Batavia OH	Incoming CL	9	---	---	---
4/15	4:14P	937-217-2676	Peak	PlanAllow	Winchester OH	Incoming CL	5	---	---	---
4/15	4:57P	937-798-9188	Peak	M2MAllow	Peebles OH	Peebles OH	4	---	---	---
4/15	6:43P	513-767-4040	Peak	PlanAllow	Peebles OH	Newtown OH	1	---	---	---
4/16	5:07A	606-487-5759	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
4/16	6:52A	937-217-2676	Peak	PlanAllow	Cincinnati OH	West Union OH	2	---	---	---
4/16	12:44P	513-615-6931	Peak	M2MAllow	Cincinnati OH	Cincinnati OH	1	---	---	---
4/16	1:21P	937-779-6637	Peak	M2MAllow	Cincinnati OH	West Union OH	5	---	---	---
4/16	2:30P	937-779-6637	Peak	M2MAllow	Cincinnati OH	Incoming CL	4	---	---	---
4/16	2:54P	513-767-4040	Peak	PlanAllow	Cincinnati OH	Newtown OH	2	---	---	---
4/16	5:51P	937-798-9188	Peak	M2MAllow	Peebles OH	Peebles OH	2	---	---	---
4/16	6:14P	937-798-9188	Peak	M2MAllow	Peebles OH	Incoming CL	2	---	---	---
4/16	7:00P	937-779-6637	Peak	M2MAllow	Seaman OH	West Union OH	2	---	---	---
4/16	7:05P	937-544-5586	Peak	PlanAllow	Peebles OH	Incoming CL	1	---	---	---
4/16	7:35P	937-217-2676	Peak	PlanAllow	Seaman OH	Incoming CL	2	---	---	---
4/17	11:45A	513-767-4040	Peak	PlanAllow	Cincinnati OH	Newtown OH	11	---	---	---
4/17	12:27P	937-572-6125	Peak	M2MAllow	Cincinnati OH	Dayton OH	1	---	---	---
4/17	12:28P	513-364-0545	Peak	PlanAllow	Cincinnati OH	Cincinnati OH	1	---	---	---
4/17	12:36P	937-572-6125	Peak	M2MAllow	Cincinnati OH	Incoming CL	2	---	---	---
4/17	12:38P	937-657-2845	Peak	M2MAllow	Cincinnati OH	Dayton OH	1	---	---	---
4/17	4:38P	937-386-3279	Peak	PlanAllow	Seaman OH	Seaman OH	1	---	---	---
4/17	5:57P	937-798-9188	Peak	M2MAllow	Peebles OH	Peebles OH	3	---	---	---
4/17	6:51P	937-798-9188	Peak	M2MAllow	Seaman OH	Peebles OH	3	---	---	---
4/17	7:42P	937-779-6637	Peak	M2MAllow	West Union OH	Incoming CL	1	---	---	---
4/18	3:47P	937-515-1344	Peak	M2MAllow	Lowland OH	Incoming CL	4	---	---	---

Detail for Amanda Iler: 937-515-3903

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Mins.	Airtime Charges	Long Dist/ Other Chgs	Total
4/18	5:19P	937-205-5668	Peak	M2MAIlow	Peebles OH	Hillsboro OH	1	---	---	---
4/18	5:34P	937-779-6637	Peak	M2MAIlow	Peebles OH	West Union OH	1	---	---	---
4/18	5:43P	937-779-6637	Peak	M2MAIlow	Peebles OH	Incoming CL	2	---	---	---
4/18	6:29P	937-217-2676	Peak	PlanAIlow	Peebles OH	West Union OH	1	---	---	---
4/18	6:30P	937-217-2676	Peak	PlanAIlow	Peebles OH	West Union OH	2	---	---	---
4/19	12:19P	937-205-5668	Peak	M2MAIlow	Cincinnati OH	Hillsboro OH	3	---	---	---
4/19	12:22P	937-515-1344	Peak	M2MAIlow	Cincinnati OH	Georgetown OH	2	---	---	---
4/19	12:36P	937-205-5668	Peak	M2MAIlow	Cincinnati OH	Hillsboro OH	2	---	---	---
4/19	12:48P	937-515-1344	Peak	M2MAIlow	Cincinnati OH	Georgetown OH	1	---	---	---
4/19	5:00P	937-779-6637	Peak	M2MAIlow	Seaman OH	West Union OH	3	---	---	---
4/19	5:04P	937-217-0460	Peak	PlanAIlow	Seaman OH	Incoming CL	2	---	---	---
4/19	5:06P	937-779-6637	Peak	M2MAIlow	West Union OH	Incoming CL	1	---	---	---
4/19	5:08P	800-689-0192	Peak	PlanAIlow	Seaman OH	Toll-Free CL	3	---	---	---
4/19	5:12P	937-798-9168	Peak	M2MAIlow	Seaman OH	Peebles OH	1	---	---	---
4/19	8:30P	513-766-6744	Peak	M2MAIlow	Winchester OH	Cincinnati OH	1	---	---	---
4/19	9:35P	937-798-9168	Off-Peak	N&W	Mount Orab OH	Incoming CL	2	---	---	---
4/19	10:52P	937-798-9168	Off-Peak	N&W	Seaman OH	Peebles OH	3	---	---	---
4/20	8:05A	513-767-4040	Off-Peak	N&W	Cincinnati OH	Newtownsv OH	4	---	---	---
4/20	8:51A	513-767-4040	Off-Peak	N&W	Cincinnati OH	Newtownsv OH	9	---	---	---
4/20	9:06A	937-798-9168	Off-Peak	N&W	Cincinnati OH	Peebles OH	1	---	---	---
4/20	9:14A	937-779-6637	Off-Peak	N&W	Cincinnati OH	West Union OH	9	---	---	---
4/20	9:29A	937-779-6637	Off-Peak	N&W	Cincinnati OH	Incoming CL	1	---	---	---
4/20	9:37A	937-779-6637	Off-Peak	N&W	Cincinnati OH	West Union OH	2	---	---	---
4/20	12:03P	937-779-6637	Off-Peak	N&W	Seaman OH	West Union OH	4	---	---	---
4/20	9:14P	937-798-9168	Off-Peak	N&W	Winchester OH	Peebles OH	1	---	---	---
4/20	6:44P	937-386-2144	Off-Peak	N&W	Cincinnati OH	Incoming CL	4	---	---	---
4/20	7:21P	937-217-2676	Off-Peak	N&W	Cincinnati OH	Incoming CL	2	---	---	---
4/20	8:00P	937-386-2144	Off-Peak	N&W	Amelia OH	Seaman OH	17	---	---	---
4/20	8:44P	937-798-9168	Off-Peak	N&W	Winchester OH	Incoming CL	6	---	---	---
4/20	8:56P	937-386-2144	Off-Peak	N&W	Seaman OH	Seaman OH	1	---	---	---
4/21	4:47A	800-593-1283	Off-Peak	N&W	Seaman OH	Toll-Free CL	1	---	---	---
4/21	11:01A	937-205-2744	Off-Peak	N&W	Cincinnati OH	Hillsboro OH	5	---	---	---
4/21	11:06A	937-798-9168	Off-Peak	N&W	Cincinnati OH	Peebles OH	7	---	---	---
4/21	12:17P	513-767-4040	Off-Peak	N&W	Cincinnati OH	Newtownsv OH	6	---	---	---
4/21	12:25P	937-217-2676	Off-Peak	N&W	Batavia OH	Incoming CL	5	---	---	---
4/21	12:36P	937-515-0090	Off-Peak	N&W	Batavia OH	Georgetown OH	27	---	---	---
4/21	3:09P	513-766-6744	Off-Peak	N&W	Peebles OH	Cincinnati OH	1	---	---	---
4/21	3:15P	513-766-6744	Off-Peak	N&W	Peebles OH	Incoming CL	2	---	---	---
4/21	3:21P	937-217-2676	Off-Peak	N&W	Peebles OH	West Union OH	2	---	---	---
4/21	8:42P	937-217-2676	Off-Peak	N&W	Seaman OH	West Union OH	2	---	---	---
4/21	6:43P	937-386-2144	Off-Peak	N&W	Seaman OH	Seaman OH	3	---	---	---
4/21	8:55P	937-386-2144	Off-Peak	N&W	Seaman OH	Seaman OH	16	---	---	---
4/22	10:39A	937-205-3469	Peak	M2MAIlow	Cincinnati OH	Hillsboro OH	7	---	---	---
4/22	11:42A	937-205-3469	Peak	M2MAIlow	Cincinnati OH	Incoming CL	12	---	---	---
4/22	12:14P	513-767-4040	Peak	PlanAIlow	Cincinnati OH	Newtownsv OH	2	---	---	---

Detail for Amanda Iler: 937-515-3903

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
4/22	12:16P	937-798-9168	Peak	M2MAIlow,CallWait	Cincinnati OH	incoming CL	1	---	---	---
4/22	12:16P	937-798-9168	Peak	M2MAIlow	Cincinnati OH	Peebles OH	1	---	---	---
4/22	12:17P	937-798-9168	Peak	M2MAIlow	Cincinnati OH	Peebles OH	1	---	---	---
4/22	12:18P	937-798-9168	Peak	M2MAIlow	Cincinnati OH	Peebles OH	1	---	---	---
4/22	12:27P	937-798-9168	Peak	M2MAIlow	Cincinnati OH	incoming CL	2	---	---	---
4/22	3:30P	513-605-8208	Peak	PlanAllow	Cincinnati OH	Cincinnati OH	4	---	---	---
4/22	4:15P	606-407-5759	Peak	PlanAllow	Mount Orab OH	Maysville KY	1	---	---	---
4/22	4:27P	606-407-5759	Peak	PlanAllow	Winchester OH	incoming CL	3	---	---	---
4/23	5:47A	937-725-1837	Off-Peak	N&W	Seaman OH	incoming CL	1	---	---	---
4/23	6:42A	513-767-4040	Peak	PlanAllow	Batavia OH	Newtown OH	2	---	---	---
4/23	6:47A	937-725-1837	Peak	M2MAIlow	Cincinnati OH	Wilmington OH	3	---	---	---
4/23	7:42A	513-605-8221	Peak	PlanAllow	Cincinnati OH	Cincinnati OH	1	---	---	---
4/23	7:57A	513-605-8221	Peak	PlanAllow	Cincinnati OH	Cincinnati OH	20	---	---	---
4/23	11:21A	800-541-4528	Peak	PlanAllow	Cincinnati OH	incoming CL	1	---	---	---
4/23	4:17P	937-798-9168	Peak	M2MAIlow	Batavia OH	Peebles OH	1	---	---	---
4/23	4:20P	937-798-9168	Peak	M2MAIlow	Batavia OH	Peebles OH	1	---	---	---
4/23	4:39P	513-767-4040	Peak	PlanAllow	Mount Orab OH	incoming CL	2	---	---	---
4/23	4:42P	813-202-7244	Peak	PlanAllow	Mount Orab OH	incoming CL	5	---	---	---
4/23	4:47P	513-605-8340	Peak	PlanAllow	Winchester OH	Cincinnati OH	2	---	---	---
4/23	5:05P	800-503-1283	Peak	PlanAllow	Seaman OH	Toll-Free CL	1	---	---	---
4/23	5:14P	800-672-2231	Peak	PlanAllow	Seaman OH	Toll-Free CL	15	---	---	---
4/23	5:30P	800-672-2231	Peak	PlanAllow	Seaman OH	Toll-Free CL	6	---	---	---
4/23	5:36P	800-807-6789	Peak	PlanAllow	Seaman OH	Toll-Free CL	3	---	---	---
4/23	6:56P	606-407-5759	Peak	PlanAllow	Peebles OH	incoming CL	6	---	---	---
4/23	7:06P	937-544-5586	Peak	PlanAllow	Peebles OH	incoming CL	1	---	---	---
4/23	8:52P	513-767-4040	Peak	PlanAllow	Peebles OH	Newtown OH	2	---	---	---
4/23	9:18P	937-295-2744	Off-Peak	N&W	Peebles OH	Hillsboro OH	1	---	---	---
4/24	9:27A	937-657-3945	Peak	M2MAIlow	Cincinnati OH	Dayton OH	2	---	---	---
4/24	12:38P	513-767-4040	Peak	PlanAllow	Cincinnati OH	Newtown OH	3	---	---	---
4/24	12:47P	513-752-0111	Peak	PlanAllow	Cincinnati OH	incoming CL	2	---	---	---
4/24	1:14P	937-393-4278	Peak	PlanAllow	Cincinnati OH	incoming CL	3	---	---	---
4/24	6:31P	513-766-6744	Peak	M2MAIlow	Peebles OH	Cincinnati OH	1	---	---	---
4/24	8:02P	937-779-8637	Peak	M2MAIlow	Seaman OH	West Union OH	1	---	---	---
4/24	9:31P	937-587-7153	Off-Peak	N&W	Seaman OH	Peebles OH	14	---	---	---
4/24	9:48P	513-766-6744	Off-Peak	N&W	Seaman OH	Cincinnati OH	1	---	---	---
4/24	9:48P	513-349-3314	Off-Peak	N&W	Seaman OH	incoming CL	3	---	---	---
4/25	7:33A	513-766-6744	Peak	M2MAIlow	Cincinnati OH	Cincinnati OH	2	---	---	---
4/25	9:18A	937-798-9168	Peak	M2MAIlow	Cincinnati OH	Peebles OH	1	---	---	---
4/25	9:47A	937-661-0625	Peak	PlanAllow	Cincinnati OH	Hillsboro OH	1	---	---	---
4/25	9:48A	937-661-0625	Peak	PlanAllow	Cincinnati OH	incoming CL	2	---	---	---
4/25	11:48A	937-386-8088	Peak	PlanAllow	Cincinnati OH	incoming CL	12	---	---	---
4/25	3:08P	937-725-1837	Peak	M2MAIlow	Cincinnati OH	Wilmington OH	1	---	---	---
4/25	3:38P	513-767-4040	Peak	PlanAllow	Cincinnati OH	Newtown OH	6	---	---	---
4/25	3:54P	937-217-0460	Peak	PlanAllow	Cincinnati OH	incoming CL	2	---	---	---
4/25	5:06P	513-766-6744	Peak	M2MAIlow	Peebles OH	incoming CL	3	---	---	---

Detail for Amanda Her: 937-515-3903

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dht/ Other Chgs	Total
4/25	8:40P	937-386-2144	Peak	PlanAllow	Peebles OH	Seaman OH	15	---	---	---
4/25	8:54P	937-205-3553	Peak	M2MAllow	Seaman OH	Hillsboro OH	1	---	---	---
4/25	9:00P	937-587-7153	Peak	N&W,PlanAllow,Span	Seaman OH	Peebles OH	14	---	---	---
4/25	9:30A	937-386-2516	Peak	PlanAllow	West Union OH	Incoming CL	1	---	---	---
4/25	10:27A	513-805-8340	Peak	PlanAllow	Peebles OH	Incoming CL	3	---	---	---
4/25	10:36A	937-572-6125	Peak	M2MAllow	West Union OH	Incoming CL	3	---	---	---
4/25	12:31P	937-515-0090	Peak	M2MAllow	Seaman OH	Incoming CL	7	---	---	---
4/25	2:06P	937-515-0090	Peak	M2MAllow	Mount Crab OH	Incoming CL	11	---	---	---
4/25	2:34P	937-444-2563	Peak	PlanAllow	Mount Crab OH	Mount Crab OH	3	---	---	---
4/25	2:37P	937-205-3553	Peak	M2MAllow	Mount Crab OH	Hillsboro OH	1	---	---	---
4/25	3:13P	937-205-3553	Peak	M2MAllow	West Union OH	Hillsboro OH	1	---	---	---
4/25	3:14P	937-386-2144	Peak	PlanAllow	West Union OH	Seaman OH	1	---	---	---
4/25	4:50P	937-205-3553	Peak	M2MAllow	Peebles OH	Hillsboro OH	1	---	---	---
4/25	5:06P	937-386-2144	Peak	PlanAllow	Peebles OH	Incoming CL	6	---	---	---
4/25	5:12P	937-205-3553	Peak	M2MAllow	Peebles OH	Hillsboro OH	1	---	---	---
4/25	5:12P	937-386-2144	Peak	PlanAllow	Peebles OH	Seaman OH	3	---	---	---
4/25	5:59P	800-503-1283	Peak	PlanAllow	West Union OH	Toll-Free CL	1	---	---	---
4/25	6:10P	513-767-4040	Peak	PlanAllow	Seaman OH	Incoming CL	2	---	---	---
4/25	6:14P	937-386-8086	Peak	PlanAllow	Seaman OH	Seaman OH	2	---	---	---
4/25	6:20P	937-205-2744	Peak	M2MAllow	Peebles OH	Hillsboro OH	4	---	---	---
4/25	7:30P	513-767-4040	Peak	PlanAllow	West Union OH	Newtonsw OH	2	---	---	---
4/25	8:04P	937-386-8086	Peak	PlanAllow	Seaman OH	Seaman OH	1	---	---	---
4/25	8:05P	937-205-3553	Peak	M2MAllow	Seaman OH	Hillsboro OH	1	---	---	---
4/25	8:06P	937-386-2144	Peak	PlanAllow	Seaman OH	Seaman OH	1	---	---	---
4/25	8:45P	937-386-2144	Peak	PlanAllow	Seaman OH	Seaman OH	12	---	---	---
4/25	9:37P	937-205-2744	Off-Peak	N&W	Peebles OH	Incoming CL	2	---	---	---
4/27	5:04A	937-725-1837	Off-Peak	N&W	Seaman OH	Wilmington OH	1	---	---	---
4/27	10:17A	937-515-0090	Off-Peak	N&W	Cincinnati OH	Incoming CL	1	---	---	---
4/27	10:19A	937-515-0090	Off-Peak	N&W	Cincinnati OH	Incoming CL	10	---	---	---
4/27	10:28A	937-515-0090	Off-Peak	N&W	Cincinnati OH	Incoming CL	15	---	---	---
4/27	11:20A	937-217-2676	Off-Peak	N&W	Cincinnati OH	Incoming CL	4	---	---	---
4/27	12:44P	513-403-4126	Off-Peak	N&W	Batavia OH	Incoming CL	1	---	---	---
4/27	1:01P	937-217-2676	Off-Peak	N&W	Williamsbu OH	Incoming CL	5	---	---	---
4/27	4:11P	937-386-2144	Off-Peak	N&W	Seaman OH	Seaman OH	1	---	---	---
4/27	4:12P	937-205-3553	Off-Peak	N&W	Seaman OH	Hillsboro OH	1	---	---	---
4/27	4:25P	937-444-5086	Off-Peak	N&W	Seaman OH	Mount Crab OH	1	---	---	---
4/27	4:31P	937-444-5086	Off-Peak	N&W	West Union OH	Mount Crab OH	1	---	---	---
4/27	4:33P	937-386-2144	Off-Peak	N&W	West Union OH	Incoming CL	2	---	---	---
4/27	5:01P	937-386-2144	Off-Peak	N&W	Peebles OH	Seaman OH	1	---	---	---
4/27	8:45P	937-386-2144	Off-Peak	N&W	Peebles OH	Incoming CL	2	---	---	---
4/27	9:25P	606-407-5759	Off-Peak	N&W	Peebles OH	Maysville KY	1	---	---	---
4/27	9:32P	937-205-2744	Off-Peak	N&W	West Union OH	Hillsboro OH	1	---	---	---
4/27	9:35P	937-217-3535	Off-Peak	N&W	West Union OH	West Union OH	2	---	---	---
4/27	9:37P	937-205-2744	Off-Peak	N&W	West Union OH	Hillsboro OH	1	---	---	---
4/27	10:01P	606-407-5759	Off-Peak	N&W	Peebles OH	Maysville KY	1	---	---	---

Detail for Amanda Iler: 937-515-3903

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Mins.	Airtime Charges	Long Dist/ Other Chgs	Total
4/27	10:19P	606-407-5759	Off-Peak	N&W	Seaman OH	Incoming CL	4	---	---	---
4/28	1:57P	937-386-2144	Off-Peak	N&W	Seaman OH	Seaman OH	10	---	---	---
4/28	2:07P	937-386-2144	Off-Peak	N&W	Seaman OH	Seaman OH	1	---	---	---
4/28	5:01P	937-205-2744	Off-Peak	N&W	Seaman OH	Incoming CL	4	---	---	---
4/28	7:07P	937-386-8088	Off-Peak	N&W	Seaman OH	Seaman OH	7	---	---	---
4/28	8:58P	937-386-8088	Off-Peak	N&W	Seaman OH	Seaman OH	1	---	---	---
4/28	9:26P	937-544-2921	Off-Peak	N&W	Winchester OH	West Union OH	2	---	---	---
4/29	5:03A	937-725-1837	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
4/29	7:22A	937-515-0820	Peak	M2MAllow	Cincinnati OH	Georgetown OH	1	---	---	---
4/29	7:22A	937-515-0820	Peak	M2MAllow	Cincinnati OH	Incoming CL	2	---	---	---
4/29	10:58A	937-572-8125	Peak	M2MAllow	Cincinnati OH	Dayton OH	11	---	---	---
4/29	2:07P	941-276-6861	Peak	M2MAllow	Cincinnati OH	Pohokot FL	3	---	---	---
4/29	3:26P	513-403-4136	Peak	M2MAllow	Loveland OH	Incoming CL	1	---	---	---
4/29	4:37P	800-503-1283	Peak	PlanAllow	Seaman OH	Toll-Free CL	1	---	---	---
4/29	4:40P	937-386-8088	Peak	PlanAllow	Seaman OH	Seaman OH	2	---	---	---
4/29	5:02P	937-515-0820	Peak	M2MAllow	Seaman OH	Incoming CL	2	---	---	---
4/29	7:22P	937-217-2876	Peak	PlanAllow	Peebles OH	West Union OH	6	---	---	---
4/29	7:56P	937-217-2876	Peak	PlanAllow	Peebles OH	Incoming CL	1	---	---	---
4/30	2:19P	412-768-0682	Peak	PlanAllow	Cincinnati OH	Incoming CL	1	---	---	---
4/30	4:29P	800-503-1283	Peak	PlanAllow	Seaman OH	Toll-Free CL	1	---	---	---
4/30	5:09P	937-515-0820	Peak	M2MAllow	Seaman OH	Incoming CL	1	---	---	---
4/30	5:18P	937-386-8088	Peak	PlanAllow	Seaman OH	Seaman OH	1	---	---	---
4/30	8:15P	606-407-5759	Peak	PlanAllow	Seaman OH	Incoming CL	3	---	---	---
4/30	8:33P	937-217-2876	Peak	PlanAllow	Seaman OH	West Union OH	5	---	---	---
4/30	8:36P	606-407-5759	Peak	PlanAllow	Seaman OH	Maysville KY	1	---	---	---
5/01	5:05A	937-725-1837	Off-Peak	N&W	Seaman OH	Incoming CL	1	---	---	---
5/01	8:54A	330-433-5979	Peak	PlanAllow	Cincinnati OH	Incoming CL	3	---	---	---
5/01	9:21A	937-857-2845	Peak	M2MAllow	Cincinnati OH	Dayton OH	1	---	---	---
5/01	9:30A	937-725-1837	Peak	M2MAllow	Cincinnati OH	Wilmington OH	1	---	---	---
5/01	9:32A	513-805-8120	Peak	PlanAllow	Cincinnati OH	Cincinnati OH	2	---	---	---
5/01	9:35A	513-805-8192	Peak	PlanAllow	Cincinnati OH	Incoming CL	3	---	---	---
5/01	10:07A	513-805-8192	Peak	PlanAllow	Cincinnati OH	Incoming CL	3	---	---	---
5/01	12:09P	800-503-1283	Peak	PlanAllow	Cincinnati OH	Toll-Free CL	1	---	---	---
5/01	12:14P	937-657-2845	Peak	M2MAllow	Cincinnati OH	Dayton OH	2	---	---	---
5/01	2:27P	937-638-1212	Peak	M2MAllow	Cincinnati OH	Incoming CL	1	---	---	---
5/01	3:38P	606-407-5759	Peak	PlanAllow	Cincinnati OH	Incoming CL	4	---	---	---
5/01	4:06P	937-515-0820	Peak	M2MAllow	Batavia OH	Georgetown OH	2	---	---	---
5/01	4:21P	937-386-2282	Peak	PlanAllow	Batavia OH	Seaman OH	1	---	---	---
5/02	9:23A	937-657-2845	Peak	M2MAllow	Cincinnati OH	Dayton OH	4	---	---	---
5/02	9:32A	937-657-2845	Peak	M2MAllow	Cincinnati OH	Incoming CL	1	---	---	---
5/02	1:36P	606-407-5759	Peak	PlanAllow	Cincinnati OH	Incoming CL	2	---	---	---
5/02	2:08P	937-205-3468	Peak	M2MAllow	Cincinnati OH	Hillsboro OH	13	---	---	---
5/02	3:08P	937-657-2845	Peak	M2MAllow	Cincinnati OH	Dayton OH	2	---	---	---
5/02	5:51P	937-515-0820	Peak	M2MAllow	Seaman OH	Georgetown OH	2	---	---	---
5/02	7:57P	606-407-5759	Peak	PlanAllow	West Union OH	Incoming CL	2	---	---	---

Detail for Amanda Iler: 937--515--3903

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/02	9:21P	937-217-2676	Off-Peak	N&W	Peebles OH	Incoming CL	3	---	---	---
5/03	8:32A	806-506-1283	Peak	Plan/Allow	Searman OH	Toll-Free CL	1	---	---	---
5/03	8:59A	937-896-0145	Peak	Plan/Allow	West Union OH	Incoming CL	2	---	---	---
5/03	12:46P	937-217-2676	Peak	Plan/Allow	Winchester OH	Incoming CL	2	---	---	---
5/03	2:24P	390-273-8402	Peak	M2M/Allow	Searman OH	Incoming CL	4	---	---	---
5/03	4:57P	513-239-6641	Peak	Plan/Allow	West Union OH	Incoming CL	3	---	---	---
5/03	5:12P	937-386-8080	Peak	Plan/Allow	Peebles OH	Incoming CL	3	---	---	---
5/03	6:02P	937-779-8637	Peak	M2M/Allow	Searman OH	West Union OH	1	---	---	---
5/03	8:28P	606-407-5759	Peak	Plan/Allow	West Union OH	Maysville KY	1	---	---	---
5/03	8:32P	937-205-2744	Peak	M2M/Allow	Peebles OH	Hillsboro OH	3	---	---	---
5/03	8:35P	606-407-5759	Peak	Plan/Allow	Peebles OH	Maysville KY	1	---	---	---
5/04	8:05A	937-657-2845	Off-Peak	N&W	Cincinnati OH	Dayton OH	1	---	---	---
5/04	8:07A	937-657-2845	Off-Peak	N&W	Cincinnati OH	Dayton OH	1	---	---	---
5/04	10:09A	513-616-8806	Off-Peak	N&W	Cincinnati OH	Cincinnati OH	2	---	---	---
5/04	11:04A	513-239-6641	Off-Peak	N&W	Cincinnati OH	Incoming CL	9	---	---	---
5/04	11:14A	606-407-5759	Off-Peak	N&W	Cincinnati OH	Incoming CL	13	---	---	---
5/04	1:21P	513-767-4040	Off-Peak	N&W	Mount Orab OH	Incoming CL	1	---	---	---
5/04	4:17P	937-515-0820	Off-Peak	N&W	California KY	Incoming CL	3	---	---	---
5/04	5:39P	937-515-0820	Off-Peak	N&W	California KY	Incoming CL	4	---	---	---
5/04	6:16P	937-205-3553	Off-Peak	N&W	California KY	Incoming CL	1	---	---	---
5/04	7:00P	937-515-0820	Off-Peak	N&W	California KY	Incoming CL	3	---	---	---
5/04	9:17P	937-515-0820	Off-Peak	N&W	Peebles OH	Georgetown OH	2	---	---	---
5/04	10:07P	937-205-3553	Off-Peak	N&W	Peebles OH	Hillsboro OH	2	---	---	---

Need-to-Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one-time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1-866-544-0401. If payment is returned unpaid, you authorized us to collect an additional \$25 fee through EFT from your account.

Do Not Let Your Kids Play With Old Cell Phones

Because old cell phones are still able to call 9-1-1 even if they are not active with a wireless carrier, they should not be used as a toy. If you have an old cell phone, please consider donating it to Verizon's Hopeline program, where old phones are safely recycled and the proceeds used to help prevent domestic violence.

Worry-Free Travel With Roadside Assistance

Roadside Assistance goes with your wireless phone, so emergency roadside help is always easy to reach. Simply dial #ROAD from your VZW handset to utilize Roadside Assistance, or add #ROAD to your phone contacts for future assistance. Visit www.vzw.com/roadsideassistance to learn more or subscribe (\$3 per month, up to 4 service calls per year).

Cowit Settlement Allowance

You are receiving a one-time allowance of 25 bonus minutes in connection with the settlement in Cowit v. Celco Partnership d/b/a Verizon Wireless. Minutes will apply after all other calling plan allowances or promotions (where applicable) have been used. Minutes are good until used or for a period not to exceed 1 year. Minutes are not shareable or transferable. Visit the settlement website at www.cowitsettlement.com for more information.

Save Time -- Pay Your Bill Online

It's fast, easy and secure. Best of all, you can do it from your home, office or any computer with an Internet connection. Go to www.vzw.com/myverizon.

Become An Expert On Your Device

Attend a complimentary online or in-store wireless workshop to learn all about your device. Find out how to preserve battery life, manage usage, get the latest apps, transfer data from your phone to computer and much more. Visit www.vzw.com/workshops to enroll today. Also check out our online phone resources at www.vzw.com/support anytime day or night, right from the comfort of your home or office.

EXHIBIT E

Relators Exhibit
"G.A.L. Report"
11 pages

COURT OF COMMON PLEAS
JUVENILE DIVISION
ADAMS COUNTY, OHIO

AMANDA WILSON ILER, * CASE NO. 20035123
Plaintiff, *
And * SUPPLEMENTAL REPORT OF
MICHAEL FARAHAY, * GUARDIAN AD LITEM
Defendant. *

Now comes the Guardian Ad Litem and submits this supplemental GAL report.

HEARING DATE:

November 5, 2013

PERSONS CONTACTED/INTERVIEWED:

I have interviewed or discussed this case with the following people:

1. Amanda Iler;
2. Michael Farahay;
3. Mackenzie Farahay;
4. Lindsey Farahay;
5. David Hughes

REVIEW OF RECORDS:

I have reviewed the following records:

1. Court proceeding records;
2. School reports for the child; and

FILED
ADAMS COUNTY
COURT OF COMMON PLEAS
JUVENILE DIVISION
2013 NOV - 4 PM 2:23
Erica S. Spencer
JUDGE

2723
11/11/13

3. Adams County court records for any criminal convictions.

HISTORY:

The parties have never been married. They separated when Mackenzie was approximately 3 years old. The parties are currently operating under a modified Rule 16 visitation schedule, in that there is no Wednesday visitation due to Mr. Farahay's work schedule. The parties have been to Court on several occasions regarding the care and custody of their daughter.

ANALYSIS:

In determining the best interest of a child pursuant to ORC 3109.04, whether on an original decree allocating parental rights and responsibilities for the care of children or a modification of a decree allocating those rights and responsibilities, the court shall consider all relevant factors, including, but not limited to:

- (I) The wishes of the child's parents regarding the child's care:
 - A. Mrs. Iler wishes for Mr. Farahay's visits to remain as they are currently scheduled.
 - B. Mr. Farahay wishes to have full custody of their daughter with Ms. Iler retaining Rule 16 visitation.
- (II) If the court has interviewed the child in chambers pursuant to division (B) of section regarding the child's wishes and concerns as to the

allocation of parental rights and responsibilities concerning the child, the wishes and concerns of the child, as expressed to the court;

A. N/A

(III) The child's interaction and interrelationship with the child's parents, siblings, and any other person who may significantly affect the child's best interest;

A. As with my previous experience with these parties and Mackenzie she still maintains a very strong relationship with her mother. I believe that now, more than ever, their relationship is extremely strong. (With this does have some concerns as at some points it appears they are more friends than parent and child.

B. One change since my last experience with Mackenzie is that her relationship with her father and step mother has improved. Previously, I believed this relationship to be somewhat strained but I believe that has improved.

(IV) The child's adjustment to the child's home, school, and community;

A. The only adjustment that Mackenzie has had to encounter is that her mother has moved to a new home. Mackenzie has adjusted well to this home and appears to be very comfortable in that home.

(V) The mental and physical health of all persons involved in the situation;

A. None of the parties involved have any known mental or physical health problems. However, Mackenzie is beginning to see a counselor.

(VI) The parent more likely to honor and facilitate court-approved parenting time rights or visitation and companionship rights;

A. For the most part the parties have facilitated the visitation schedule as ordered.

(VII) Whether either parent has failed to make all child support payments, including all arrearage that are required of that parent pursuant to a child support order under which that parent is an obligor;

A. No known issues.

(VIII) Whether either parent previously has been convicted of or pleaded guilty to any criminal offense involving any act that resulted in a child being an abused child or a neglected child; whether either parent, in a case in which a child has been adjudicated an abused child or a neglected child, previously has been determined to be the perpetrator of the abusive or neglectful act that is the basis of an adjudication; whether either parent previously has been convicted of or pleaded guilty to a violation of section 2919.25 of the Revised Code involving a victim who at the time of the commission of the offense was a member of the family or household that is the subject

of the current proceeding; whether either parent previously has been convicted of or pleaded guilty to any offense involving a victim who at the time of the commission of the offense was a member of the family or household that is the subject of the current proceeding and caused physical harm to the victim in the commission of the offense; and whether there is reason to believe that either parent has acted in a manner resulting in a child being an abused child or a neglected child:

A. N/A

(IX) Whether the residential parent or one of the parents subject to a shared parenting decree has continuously and willfully denied the other parent's right to parenting time in accordance with an order of the court;

A. No known issues.

(X) Whether either parent has established a residence, or is planning to establish a residence, outside this state.

A. Currently Mr. Farahay lives in Peebles, Ohio and has no intention of living elsewhere.

B. Currently Ms. Iler lives in Seaman, Ohio.

In determining whether shared parenting is in the best interest of the children, the court shall consider all relevant factors, including, but not limited to, the factors enumerated in division (F)(l) of this section, the factors enumerated in section 3119.23 of the Revised Code, and all of the following factors:

- (I) The ability of the parents to cooperate and make decisions jointly, with respect to the children;
- A. From the beginning it has been the view of both parties that they would likely be unable to cooperate and make joint decisions. Both parties have different opinions as to why they would be unable to make decisions jointly.
- (II) The ability of each parent to encourage the sharing of love, affection, and contact between the child and the other parent;
- A. The parties have strong feelings towards each other and likely do not encourage a relationship with the other parent.
- (III) Any history of, or potential for, child abuse, spouse abuse, other domestic violence, or Parental kidnaping by either parent;
- A. N/A
-
- (IV) The geographic proximity of the parents to each other, as the proximity relates to the practical considerations of shared parenting;
- A. Currently, the parties live approximately 15 miles apart. However, both parties reside in different school systems. Mr. Farahay residing in the

Peebles school system and Ms. Iler residing in the North Adams school system.

RECOMMENDATIONS:

In investigating this case I have considered all evidence. I also made a visit to both parents homes and inspected where the child would reside or stay during parental visits. I further reviewed school records and other documentation. At this time, after this investigation, interviews, and observations my recommendation is as follows:

1. Ms. Iler remains the primary custodian of Mackenzie, so long as Ms. Iler can enroll Mackenzie in a tutoring program that would consist of at least once a week tutoring.
2. Mr. Farahay would have visitation with his daughter the first, second, fourth, and fifth weekend of every month, beginning after school Friday and running until 6:00 p.m. Sunday. (Should there be no school on Monday then visitation shall continue until Monday at 6:00 p.m.)
3. That all holidays be divided according to Rule 16.
4. Summer visitation consist of Mackenzie alternating weeks with each parent.

HOME LIFE

In looking at what would be in the best interest of the children in making my recommendations, I looked first at their home life. Ms. Iler lives with her boyfriend David Hughes in Seaman, Ohio. She recently divorced her prior husband and lived outside of Seaman for a brief period before moving in with Mr. Hughes. At this home Mackenzie has her own room and it is decorated appropriately. I observed no safety issues at this home.

Mr. Farahay still resides in the same home as he did on the Guardian previous encounter in this matter. It is a well maintained home outside of Peebles, Ohio. Mackenzie has her own room and I observed no safety concerns at this home.

* SCHOOL LIFE *

After home life I looked at the child's life outside of the home, for the most part this is school. As with my previous experience with Mackenzie she continues to struggle with school. Mackenzie's grades seem to slump during the year but she routinely gets her grades up to at least C's by the end of the year. She is currently in the 7th grade at North Adams Elementary School. I believe that Mackenzie could benefit from tutoring. / Mr. Farahay has attempted to enroll Mackenzie in tutoring but Ms. Iler has not been open to this due to scheduling. Further, I have observed reports from the latest Parent-Teacher conferences. It is reported that Mackenzie is not studying well and not turning in all of her assignments.

FAMILY RELATIONSHIP

After looking at the child's home and school life I finish deciding what is in the best interest by looking at what is left, which is relationship with family. Family relationships can go a long way in helping a child succeed in life and keeping that relationship is always in the best interest of the child. Again Mackenzie has a good relationship with both her mother and father as well as her extended family. Mackenzie has also been able to develop a relationship with her paternal grandparents as they have recently moved from Florida to Peebles, Ohio. In all Mackenzie has two parents that deeply love her and want what is best for her. The problem lies in that both parents go about that differently and have different opinions as to what is best for Mackenzie.

CONCLUSION

In conclusion both parents are capable of raising Mackenzie. However, I believe that Mackenzie falls through the cracks at her mother's home. Mackenzie is responsible for herself and her little brother for two hours after school every day. During this time Mackenzie describes it as "free time." I believe that by the time Ms. Iler comes home from work and Mackenzie eats dinner that there is not much time for studying and homework. I know that Mackenzie tries, however, the current situation is not working and there must be some changes in order for Mackenzie to succeed. At this point I am concerned

that if changes are not made Mackenzie may not pass the required tests in high school.

When looking at the situation from the outside I would state that Mr. Farahay's home is likely in the best interest of the minor child. It is more stable and conducive for learning and better suited for Mackenzie to succeed. This is not saying that mom's home is bad it is only that Dad's home is better. However, in a custody case and in making recommendations the Guardian must look deeper than just the outside. Hence, why the recommendation is for mom to remain the custodian of Mackenzie; as any positives that would be gained from the change of custody would be outweighed by the negatives on the change.

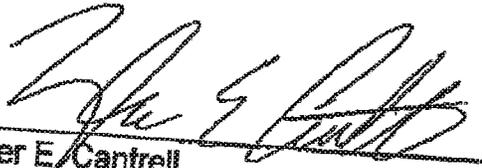
If Mackenzie was placed in her father's home I believe that the effects on her mental and emotional health, would be outweighed by the benefits in other areas she would receive. However, I strongly recommend that Mackenzie spend more time with her father. Any additional time with her father can only benefit Mackenzie and would not be a detriment to her at all.

Again, my recommendation that Mom retains custody is contingent on Ms. Iler enrolling Mackenzie in a weekly tutoring program, as well as continuing her counseling services. The biggest negatives that are currently in Mackenzie's life is that of her schooling and I feel as though Ms. Iler can remedy that situation but must take steps to do so. If Ms. Iler is unwilling or unable to enroll Mackenzie in a tutoring program, then custody should be changed to Mr. Farahay. It is also

important that Mackenzie spends more time with her father. I do not believe that afterschool time (Wednesday visits etc.) would be the best way to do this as Mackenzie's after school time needs as little distractions as possible. Therefore, Mr. Farahay should receive additional weekend visitations.

One additional issue to note is that there has been allegations of possible domestic violence between Ms. Iler and her current boyfriend. Upon speaking with all parties on this I do believe that some sort of argument/altercation may have occurred. However, I can make no determinations as to the extent or severity of this issue. Therefore, at this time I can only determine that a verbal altercation took place and do not believe it is to the point that Mackenzie was in any danger. However, should information or evidence arise that domestic violence is occurring around or in front of Mackenzie then I believe that would be of great concern and a major concern for the Court to change custody away from the party where this is occurring.

I thank the court for the opportunity to advocate for Mackenzie and wish her the best in her endeavors.



Tyler E. Cantrell
Attorney at Law
Guardian Ad Litem/attorney
(937) 544-2152

EXHIBIT F

Disciplinary Letter
Re: Appointed
attorney's in Ad
Litem role(s)
2 pages

+

Supreme Court
Clerks Record of
Adams Co. Adoption
of local rule for ad
litem complaints,
date stamped.
2 pages

Disciplinary Counsel
THE SUPREME COURT OF OHIO

DISCIPLINARY COUNSEL
SCOTT J. DREXEL
CHIEF ASSISTANT DISCIPLINARY COUNSEL
JOSEPH M. CALIGIURI

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BRUCE T. DAVIS
KAREN H. OSMOND
CATHERINE M. RUSSO
DONALD M. SCHEETZ
AMY C. STONE
AUDREY E. VARWIG

May 28, 2014

PERSONAL AND CONFIDENTIAL

Amanda Iler
121 East 6th Street
Seaman, OH 45679

P.E: Tyler Earl Cantrell, Esq.
ODC File No. B4-1074

Dear Ms. Iler:

Your grievance regarding Attorney Cantrell was received in our office on May 9, 2014.

Please be advised that the authority of this office is limited to investigating alleged misconduct and violations of the Code of Professional Responsibility, the Ohio Rules of Professional Conduct and the Code of Judicial Conduct by attorneys and judges. Therefore, only violations of specific rules governing the conduct of attorneys and judges can be addressed by this office.

In your grievance you complain about the performance of the Guardian ad litem for your daughter. Guardian ad litem are court appointed, and because of this fact, all of their actions are subject to court review and approval. Concerns with the conduct of a Guardian ad litem should be raised to the court that appointed him/her (see, Rule 48(G)(9) of the Rules of Superintendence for the Courts of Ohio). The court will take whatever action it deems is appropriate, and is obligated by the Code to report any disciplinary rule violations to this office.

For the aforementioned reasons, your grievance is dismissed and our file on this matter is closed.

Sincerely,


Amy C. Stone
Assistant Disciplinary Counsel

ACS/cm

cc: Tyler Cantrell, Esq.

Disciplinary Counsel
THE SUPREME COURT OF OHIO

DISCIPLINARY COUNSEL
SCOTT J. DREXEL

CHIEF ASSISTANT DISCIPLINARY COUNSEL
JOSEPH M. CALIGIURI

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DONALD M. SCHEETZ
AMY C. STONE
AUDREY E. VARWIG

August 26, 2014

PERSONAL AND CONFIDENTIAL

Amanda Iler
121 E. 6th St.
Seaman, OH 45679

Re: Tyler Earl Cantrell, Esq.
ODC File No. B4-1074

Dear Ms. Iler:

After consideration of your most recent correspondence, we have determined that further investigation of your complaint against Attorney Cantrell is not warranted under the circumstances.

Notwithstanding your belief to the contrary, we have evaluated the issues raised in your complaint. As you were previously advised, complaints about the performance of a Guardian ad litem are to be addressed to the appointing court.

Gov. Bar R. V 4(I)(5) provides, in relevant part, that, "[n]o further review or appeal [of a decision by Disciplinary Counsel to dismiss a complaint] by a grievant shall be authorized." (Emphasis added) Accordingly, our file on this matter will remain closed.

Sincerely,



Amy C. Stone
Assistant Disciplinary Counsel

ACS/pja
cc: Tyler Cantrell, Esq.

AMANDA ILER - Re: Mackenzie

From: Shaleen Weisenborn <shaleen.weisenborn@ovsd.us>
To: AMANDA ILER <ILERA@odjfs.state.oh.us>
Date: 5/1/2014 3:21 PM
Subject: Re: Mackenzie

No one has spoken with Mr. Cantrell. The only time someone spoke with Ms. Applegate was at the very beginning of the school year when Mrs. Beighle sent her an email before the principal advised of the situation. However, none of us stated we were concerned about Mackenzie. We did say she was low in some areas, but just needed to work harder. That was back in October. Hope this helps.

On Thu, May 1, 2014 at 8:41 AM, AMANDA ILER <ILERA@odjfs.state.oh.us> wrote:

I didn't know if you have had the chance to review the transcripts yet but was wondering if any of the other 7th grade teachers had mentioned any communication w/ the Gal Tyler Cantrell and/or Laura Applegate prior to the hearings or had any recollection of telling Mr. Farahay/Laura Applegate of their concerns as they state they were told (bet no one does because I doubt any one of you speaking in such a negative manner of a student lol) hate to bug but I do not want to go on record implying the dishonesty of those mentioned and then to find out that I didn't have all my ducks in a row.

Amanda Iler

Highland Co Dept. Job & Family Services, ~Caseworker~
Fax 937.393.4461 or 937.393.3299

>>> Shaleen Weisenborn <shaleen.weisenborn@ovsd.us> 4/21/2014 11:31 AM >>>

I did get them both. I will look through them today. I promise to keep them confidential except for Mrs. Gravel and Mrs. Boerger.

From: Clerk Record Responses <clerkrecordresponses@sc.ohio.gov>
To: "iler@odjfs.state.oh.us" <iler@odjfs.state.oh.us>
Date: 6/5/2014 11:29 AM
Subject: Adams County Local Rule 15
Attachments: Adams County Am. R. 15 3-27-14.pdf, Adams County Am. R. 15 8-16-13.pdf, Adams County Am. R. 15 2-5-13.pdf

Pursuant to your request, please find attached the recent amendments to Rule 15 of the Adams County Local Rules of Court. Feel free to contact our office should you have trouble viewing the attachments or need additional assistance.

Sincerely,

Clerk's Office

From: LocalRules <LocalRules@sc.ohio.gov>
To: AMANDA ILER <Amanda.Iler@jfs.ohio.gov>
Date: 6/13/2014 4:41 PM
Subject: RE: Inquiry
Attachments: Adams County Local Rule.pdf

Good Afternoon Ms. Iler attached is the most recent copy of Rule 15 H. If you need further assistance or have additional questions please contact The Supreme Court of Ohio Clerk's Office at 614-387-9530.

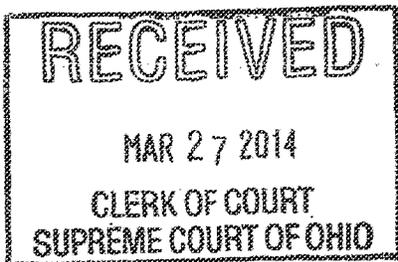
From: AMANDA ILER [Amanda.Iler@jfs.ohio.gov]
Sent: Thursday, June 05, 2014 11:19 AM
To: LocalRules
Subject: Inquiry

Copy date stamped ENTRY of Adams County adoption of Rule 15 (H) referring to procedure for GAL complaints.

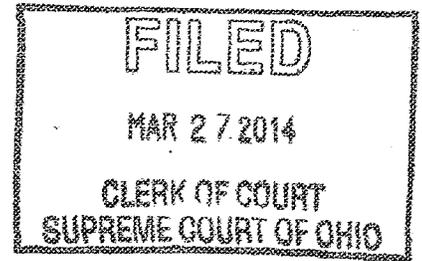
If you could respond with attachment with the date YOUR entity has initial record of this, I would be forever grateful.
Thank you.

Amanda Iler, ERS II/Caseworker
Ohio Department of JFS, Highland County, Ohio
Fax 937.393.4461
Amanda.Iler@JFS.ohio.gov<mailto:Amanda.Iler@JFS.ohio.gov>

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RULE 15 (H)



GUARDIAN AD LITEM

A. Applicability

This rule shall apply in all juvenile and domestic relations cases where the court appoints a guardian ad litem to protect and act in the best interest of a child in matters regarding the allocation of parental rights and responsibilities.

B. Definitions

For purposes of this rule:

(1) "Guardian ad litem" means an individual appointed to assist a court in its determination of a child's best interest.

2) "Child" means:

(a) A person under eighteen years of age, or

(b) A person who is older than eighteen years of age who is deemed a child until the person attains twenty-one years of age under section 2151.011(B)(5) or section 2152.02(C) of the Revised Code.

(c) A child under R.C. 3109.04 or a disabled child under R.C.3119.86 who falls under the jurisdiction of a domestic relations court or of a juvenile court with a paternity docket.

C. Appointment

In order to superintend the best interest of minor children/incompetents in any action over which this court has jurisdiction, the court may appoint a guardian ad litem upon its own motion or the motion of either party. When necessary, the court may also appoint an attorney to represent the child, or may appoint an attorney in the dual capacity of attorney and guardian ad litem for the child, so long as those roles do not conflict. Said appointment shall be made by the required entry attached hereto and incorporated herein.

It shall be the responsibility of counsel in the case to copy the guardian ad litem with all pleadings, notices of hearings and depositions, entries and any other necessary documents. Any additional expense incurred by the guardian ad litem as a result of counsel's failure to notify, including the costs of transcripts, shall be charged to the party (ies) responsible for such failure.

D. Eligibility and Training Requirements

The Court, through its Court Administrator, will maintain a list of persons or attorneys who have completed the required training and are eligible to serve as guardian ad litem.

EXHIBIT G

Relator's Transcripts

Highland Co.

Aug. 05, 2013

*** Total 42 pages***

Relators Exhibit
'G'
42 pages

Highland Co.
Aug. 05, 2013
Transcripts

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IN THE COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HIGHLAND COUNTY, OHIO 45133

AMANDA ILER,
Plaintiff,
-VS-
MATTHEW ILER
Defendant.

CASE NO. : 12 DR 194
TRANSCRIPT OF HEARING
HELD ON AUGUST 5, 2013

APPEARANCES:

On Behalf of Plaintiff

On Behalf of Defendant

Jon Hapner
127 N. High Street
Hillsboro, OH 45133

David Grimes
108 E. Mulberry Street
West Union, OH 45693

BE IT REMEMBERED, this cause came on for hearing on the 5th day of August, 2013
before Magistrate Cynthia A. Williams, Highland County Common Pleas Court, Domestic
Relations Division, Hillsboro, Ohio.

Denise Hufford
105 N. High Street
Hillsboro, OH 45133
(937) 393-3676

WITNESSES

Name	Direct	Cross	Re-direct	Re-cross	Court	Rebuttal	Rebuttal	Cross
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Amanda Iler	4	8				33		34
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Matthew Iler	11	18	26	27	20			
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1 COURT: We're on the record in the matter of Iler v. Iler, case
2 number 12DR194. The case before the Court, actually there are two motions for Contempt
3 pending. Plaintiff's motion for Contempt alleging that the Defendant's failed to pay mortgage
4 payments also requesting child support be modified pursuant to statute and have equal access to
5 the property at 380 Broadway in Seaman. Just to address those three it's my understanding, Mr.
6 Grimes that your client's willing to admit to the allegations of Branch one. Is that correct?

7 MR. GRIMES: Yes Your Honor. He's behind on the payments.

8 COURT: And then as far as Branch 2, there's another motion
9 pending for modification of parental rights and so that will be heard in conjunction with that.
10 Branch three, equal access to the property; the decree of divorce states that the parties shall have
11 access. I think we kind of briefly discussed that in chambers and my opinion of that is she can
12 access any time that she wants but he's living there, you have to give him notice. So I mean, if
13 you wanted to go over today it would be fine but you got to give him notice. You can't just walk
14 in there and you can't deny her the right to have access. So is that an issue? Do we still need to
15 present testimony or evidence in regards to that?

16 MR. GRIMES: No Your Honor.

17 COURT: Then the other motion for contempt that's pending is a
18 motion for contempt alleging that the mother, Amanda Iler has failed or refused to allow
19 parenting time to the father and also a....that was a motion for modification of parental rights.
20 There's also a motion for contempt alleging that she's failed to provide visitation for the
21 last...for one month. Are those the only issues pending before the Court?

22 MR. HAPNER: I believe so, Your Honor.

23 COURT: With that, can I have both parties stand and raise your
24 right hand to be sworn?

25 BAILIFF: Do you swear or affirm that the testimony that

1 you're about to give to be the truth, the whole truth and nothing but the truth, so help you God?

2 PARTIES: Yes I do.

3 BAILIFF: You may be seated.

4 COURT: Mr. Hapner, do you wish to make any kind of opening
5 statement?

6 MR. HAPNER: No we'll waive opening, Your Honor.

7 COURT: Mr. Grimes, do you also?

8 MR. GRIMES: Yes, Your Honor.

9 COURT: Mr. Hapner, you may call your first witness.

10 MR. HAPNER: We'll call Amanda Iler on the Contempt for non-
11 payment of the mortgage. Will you take the stand here.

12 DIRECT EXAMINATION

13 BY MR. HAPNER:

14 Q Would state your name please?

15 A Amanda Iler

16 Q And Amanda, where are you living now?

17 A 121 E. Sixth Street, Seaman, Ohio 45679

18 Q And are you employed by Highland County Human
19 Services?

20 A It's actually the Highland County Department of
21 Job and Family Services and I'm also a (inaudible) Clermont Guardian Ad Litem.

22 Q Now Amanda, you entered into a Dissolution
23 Decree or Divorce Decree last August. Do you remember that?

24 A I think that was when we filed but I don't think it
25 was finalized until January 14, 2013.

1 Q Because of the child...tax exemption?

2 A Exactly.

3 Q I'll call your attention to that agreement. Was there
4 an agreement that you would reduce the child support in exchange for him making the mortgage
5 payment?

6 A Yes because I didn't feel that maybe a person
7 making a mortgage payment of \$900 plus...plus with what the child support calculations would
8 have been that he would have been able to stay afloat but...

9 Q There after have you heard anything from the bank
10 or the checking on the status of that mortgage?

11 A I found out in error by pulling my credit report is
12 when I seen that the mortgage had not been paid in months and I contacted him and his response
13 was "life isn't f'n fair" and hung up on me.

14 Q Now you live pretty well.....you're limited to what
15 your income is and what was your credit rating prior to the time these...?

16 A I don't know the exact score but I know that I paid
17 off an \$18,000.00 SUV that I sold plus my Cobra I paid off and another Mustang were all paid
18 off within one month of each other and I've had perfect credit up until that hit my credit. I've
19 got binders here with my credit report to show that.

20 Q What happened to your credit?

21 A Well if you'll look at the binder I went from having
22 one hundred percent payment on time history for my entire life to now it's...I don't know what
23 the exact percentage is but depending on which (inaudible) you pull it's in the low 600's or high
24 500's which is not a very attractive...

25 Q Not very good?

1 A Not a very attractive score, not for somebody that's
2 paid their bills their entire life.

3 Q Now I'll hand you what's been marked for
4 identification Plaintiff's exhibit one. Is that a printout on...the standing of the mortgage?

5 A Yes as of July 5th. I printed this.

6 Q Okay what's the arrearage at that time?

7 A The total with...it would be the current plus any
8 past due would be \$4,961.56 as of July 5.

9 Q Now I'm handing you what's been marked for
10 identification your exhibit two, Plaintiff's exhibit two. Would you tell us what that is please?

11 A This is the three credit bureau reports that show
12 Equifax, TransUnion and Experian just as I described the low 600 to high 500 score depending
13 on bureau you would access.

14 Q I'm handing you what's been marked for
15 identification as Plaintiff's exhibit three. Would you tell us what that is?

16 A This would be a bank statement from, it looks like
17 December that belongs to Mr. Iler.

18 Q What does that show as far as wage deposits?

19 MR. GRIMES: Your Honor, we would object. My client's never
20 given her a bank statement. We have no idea how she would have obtained this. It could have
21 been obtained fraudulently as far as we're concerned.

22 COURT: Is the document authenticated?

23 A These were things that were left in my SUV when I went to
24 sell them. These are like old mail.

25 COURT: I'll sustain. I mean, you can bring someone in from

1 the bank. It doesn't look like to me it's an authenticated document. It's a hearsay document
2 unless it's authenticated or you bring someone in from the bank.

3 MR. HAPNER: If the witness were permitted to answer and the
4 matter would be permitted to show he had one...a deposit November 30 of \$1,840.00 and a
5 deposit on....direct deposit from his employer of \$1,570.00 on December 14. For some reason
6 (inaudible).

7 Q I'll hand you what's been marked as Plaintiff's
8 exhibit four. Would you tell us what that is please?

9 A This is also another piece of mail that was left in my
10 SUV upon selling it; the past two electric bill of \$1,000.00 in the name of Matt Iler.

11 Q Is that for the residence at Seaman?

12 A Yes that's the property, 380 Broadway.

13 Q And as a result of the non-payment of these bills has
14 that affected your credit?

15 A Not the utilities so much because I'm not really
16 linked to that. I kept that with because that was the same week he was crying to me telling me he
17 didn't know how he was going to feed him and his other son and then I see that and I'm like,
18 he's not paying that or the mortgage apparently.

19 Q And do you want the mortgage brought up to date?

20 A I mean he's not had a loss of income. If he can take
21 care of a twenty-one year old girl I don't know why he can't. It would be different if he had a
22 loss of income. I could work with him and understand that. But I make half of what he does and
23 I still manage to take care of what I need to take care of.

24 MR. HAPNER: No further questions.

25 COURT: Mr. Grimes.

1 CROSS EXAMINATION

2 BY MR. GRIMES:

3 Q What SUV did you sell?

4 A A GMC Acadia.

5 Q When did you sell it?

6 A I believe in April of 2013.

7 Q Have you....have you asked for access to the
8 house?

9 A No I haven't really had a need to. I did to get my
10 things right after the divorce.

11 Q So you haven't been denied the ability to go into the
12 house then?

13 A No because I haven't really required access to it.

14 Q One of your motions are asking for access. What
15 are you, are you just wanting the ability to inspect the property or are you wanting to move in?

16 A I don't know that I want to move in because even
17 the real estate lady has quoted or commented on how deplorable the house has been left in and
18 the condition.

19 Q What real estate lady?

20 A Rosie Young with Gustin Realty.

21 Q And you say he has the same income. What are you
22 basing that on?

23 A Well he's not had a loss to my knowledge. Because
24 when I contacted him about the mortgage he could have just said that instead of screaming
25 obscenities. I mean....I was in shock when I found that out. After paying three cars off I

1 would have thought my beacon score should have been through the roof.

2 Q Now have you ever denied him visitation?

3 A Absolutely not.

4 Q Never have?

5 A Never.

6 Q Have you moved without informing him that you
7 were intending to move?

8 A No, that's bogus.

9 Q Have you filed a notice of intent to relocate with
10 him or this Court?

11 A No.

12 Q Were you aware that you're required to file a notice
13 of intent to relocate when you move?

14 A Yes I am aware of that.

15 Q And you didn't file that?

16 A What would I file it for? I haven't moved.

17 Q Never have moved? What is your current address?

18 A 121 E. Sixth Street.

19 Q And how long have you lived at that residence?

20 A I want to say since last fall. I'm going to say
21 October and I've not moved since I began residing there.

22 Q Where did you live at before then?

23 A I stayed in a mobile home in a little mobile home
24 park in the same town for probably six...four to six months prior to that after he and I decided
25 we were going to go through with the divorce.

1 Q Who resides and 121 E. Sixth Street?

2 A Myself, my two children McKenzie, Caleb and
3 David Hughes.

4 Q Did Matthew come to the house for visitation on
5 Friday, May 3?

6 A I don't have a calendar in front of me but he...to my
7 recollection he got them twice in May and didn't get them again until he obtained you as an
8 attorney and filed that and then he started getting them again.

9 Q You don't recall what happened on May 3?

10 A I know that he got...I believe that he got them twice
11 in the month of May but that was probably the last time until recently.

12 Q Why were the two times in May the only times that
13 he would have seen the children?

14 A I don't know. I can't answer for him. I've been
15 home. I've had the same address. He's refused phone calls from the child so I can't...I don't
16 know.

17 Q You're saying that he's come to your house every
18 other week trying to get the children or not?

19 A Not up until recently. He's obtained them every
20 time that he showed up in the month of....was it July. Yeah. I even let him take them with him
21 for the whole week to the fair. So to say that he didn't know where I lived, he sure picked them
22 up and knew where to drop them off at.

23 MR. GRIMES: I have no further questions.

24 COURT: Mr. Hapner.

25 MR. HAPNER: When I cross is that your position on

1 your contempt?

2 MR. GRIMES: I may re-call, Your Honor. (inaudible)

3 MR. HAPNER: No further questions.

4 COURT: I'll give you a chance to re-call her, too.

5 MR. HAPNER: Okay.

6 COURT: You may step down. Any other witnesses, Mr. Hapner?

7 MR. HAPNER: On our case, we'll rest, Your Honor.

8 COURT: Mr. Grimes.

9 MR. GRIMES: I'll call Matthew Iler.

10 DIRECT EXAMINATION

11 BY MR. GRIMES:

12 Q Matthew will state your full name and current
13 address for the record please?

14 A Matthew Iler, 380 Broadway, Seaman, Ohio, 45679.

15 Q Who's your employer?

16 A TK Aerospace.

17 Q What do you do for them?

18 A I'm a machinist

19 Q Where are they located?

20 A Blue Ash, Ohio.

21 Q Since the time of your decree of divorce in January
22 14, 2013 has there been a change in your employment?

23 A Yes they took our Sundays away, which that was a
24 \$17,000.00 a year decrease.

25 Q Has that been the only change in your employment?

1

A Yes.

2

Q Is that by any chance have any effect on your ability

3

to pay your mortgage?

4

A Yes.

5

Q How so?

6

A That...Sundays covered the mortgage.

7

Q Was that overtime?

8

A Yes, that's double time.

9

Q So basically they eliminated overtime at work?

10

A Just on Sundays. I still get time and a half but I've

11

been working this overtime since...ever since we lived in this house.

12

Q Okay and how long had that been?

13

A We bought the house in '06; June of '06.

14

Q Now you heard their exhibit as far as her credit

15

report says that arrearages on the mortgage are approximately \$4,961.00. Do you believe that to

16

be accurate?

17

A It may be more now.

18

Q What discussions have you had with the mortgage

19

company?

20

A I talked to them about trying to put the mortgage or

21

property into a short sale because the equity...there is no equity in the property.

22

Q Are you willing to do that?

23

A Yes. I am willing to do whatever it takes to get rid

24

of it.

25

Q Is the bank willing to do that?

1 A I don't know yet.

2 Q What have you done as far as listing the property
3 with a real estate agency?

4 A It's been listed since January. We've had two
5 people look at it.

6 Q Who's it been listed with?

7 A Gustin Realty.

8 Q What is it listed for?

9 A I think \$103,000.00

10 Q You said two people have looked at it. Have you
11 received any offers?

12 A No.

13 Q What do you believe you owe on it?

14 A \$92,000.00 - \$93,000.00.

15 Q Has the mortgage company given you an indication
16 when or if or under what conditions they will be filing a foreclosure?

17 A No.

18 Q Your motion for contempt, you say you went
19 approximately a month without seeing your children. Is that correct?

20 A Yes, correct.

21 Q What is...are the names of your children?

22 A Matthew Caleb Iler.

23 Q What dates were you denied visitation?

24 A On the 3rd of May. I think it's on that calendar.
25 I aint got it memorized. She wouldn't....Father's Day weekend was my weekend and

1 she wouldn't let me have him. I said I'm gonna go get me a lawyer.

2 Q Can you remember the specific dates without
3 looking at your calendar?

4 A No not off hand.

5 Q If I show you your calendar would you be able to
6 tell the Court which dates you were denied visitation?

7 A Yeah, yes.

8 MR. GRIMES: Your Honor, may I approach the witness with the
9 calendar?

10 COURT: Yes you may.

11 A May 3, May 17, and June 14 weekend.

12 Q Those three weekends?

13 A Yes.

14 Q Do you recall specifically what happened on May 3
15 when you went to her residence for visitation?

16 A We called, text, no response.

17 Q Did you actually go to the house?

18 A Yes, sitting right in front of the house.

19 Q What residence did you go to?

20 MR. HAPNER: I'm sorry, what was your answer to that? You
21 said did you actually go to the house, what did you say?

22 A Yes. I went to the house.

23 Q Which house did you go to or what residence did
24 you go to?

25 A 121 East whatever street...sixth street.

1 Q May 17. What specifically happened that weekend?

2 A She wouldn't answer text, call. I think her
3 boyfriend was standing out back washing one of...his sister's car. I pulled around and asked if
4 she was in the house. He said yes. That's between you and her. So I left. She would not let me
5 have him.

6 Q When you say her boyfriend....

7 A David Hughes.

8 Q Who?

9 A David Hughes.

10 Q And on June 14, you say that was Father's Day
11 weekend?

12 A Yes.

13 Q What happened on the 14th?

14 A That's the weekend she told me I needed to
15 contain...get a lawyer.

16 Q Was that in response to you specifically asking to
17 see your child?

18 A I was at the door to get him, yes.

19 Q Did she give you any reason or explanation for why
20 she was not allowing you to see the child?

21 A No.

22 Q How old is Caleb?

23 A He's seven.

24 Q On either of those dates the 3rd...May 3, May 17 or
25 June 14 did you actually see Caleb?

1 A One of them she sent him out to the truck. I think
2 that was on the 17th.

3 Q But he wasn't permitted to go that day?

4 A No he was having a friend over knowing it was my
5 weekend. So she won't let him go...let him come.

6 Q On the weekends since June 14 have you gotten
7 your visitations on schedule?

8 A Since we've filed this I've had him a lot. Previous
9 before all this started I had him every day. I pick him up after I get home from work.

10 Q What changed all of that?

11 A Her daughter's boyfriend or ex....her daughter's
12 dad filed for custody and she thinks I had something to do with that. That's when she barged in
13 the house on April 24th acting all crazy.

14 Q What day was that?

15 A April 24th.

16 Q What happened on that day? What happened on
17 the 24th?

18 A I had her daughter and my son that day. I reckon
19 her daughter went through my phone and then went home and told her that I'd been talking to
20 her daughter's father and she went crazy.

21 Q Well when you say that she went crazy what did she
22 do?

23 A Barged in the house. Before it was all said and
24 done she had her shirt off. I have witnesses to that.

25 Q Now do you...were you under the impression

1 that she had moved at some point?

2 A Yes I knew she moved to...from that trailer to there.

3 Q And when was that move?

4 A I don't know exactly when she moved...made that
5 move. That was after our divorce.

6 Q She made a move since the divorce has been over?

7 A Yes.

8 Q From....

9 A From that trailer park to where she's at now.

10 Q Okay. The trailer park was in Seaman?

11 A Yes.

12 Q And when you say since the divorce was that since
13 the time you were in Court or since....or when the decree was issued?

14 A That's since November...whenever we went to
15 Court in November to do the divorce.

16 Q Okay but you can't give us a specific date when she
17 moved from the trailer park?

18 A No.

19 Q Are you asking that you be awarded the time to
20 make up the weekends that you lost?

21 A Yes.

22 Q And were there weekends you lost other than those
23 three weekends?

24 A No.

25 MR. GRIMES: I have no further questions, Your Honor.

1 COURT: Mr. Hapner.

2 CROSS EXAMINATION

3 BY MR. HAPNER:

4 Q Mr. Her, every time you claim you were denied
5 visitation you were at her address at 121 E. Sixth Street?

6 A Correct.

7 Q So you knew where she was those times?

8 A Yes.

9 Q And you've known where she was staying every
10 time?

11 A Yes.

12 Q Now what did you say happened on May 3?

13 A May 3 I went to...I seen her daughter's father. I
14 passed him on the way to there. By the time I got there was within a minute. She was already
15 gone so she wasn't even at that residence. I called, text.

16 Q Pardon?

17 A Called and text and everything and nothing.

18 Q Have you shut down all...keep Caleb from calling
19 you?

20 A No my phone got stolen and I went without a phone
21 for like a week.

22 Q Okay so was that around May 3?

23 A No.

24 Q May I see your calendar? Now you see Caleb
25 during the week, too don't you?

1 A No. I used to.
2 Q On April 24th since....
3 A I used to pick him up....
4 Q You had him from 4:30 to 7:30?
5 A Yeah, I used to have him every day after work and
6 then take him home in the evenings.
7 Q And then on... I notice that the hand writing in the
8 ink on the 3rd, the 10th, the 17th, 24th of May is all the same ink. And then there's a (inaudible)
9 spit....
10 A She spit in my face.
11 Q And again you had the same ink, you had the same
12 pen in all these cases?
13 A Yeah, the pen's right next to the calendar.
14 Q So you say it was all done at a time...
15 A This was all done at the time it happened.
16 Q Now on April 24th did you have a verbal exchange
17 with McKenzie?
18 A After they came up to my house trying to
19 say....states that she lied to her mom. I told her that.
20 Q Well the 24th is one of the times you're objecting...
21 A No it's not.
22 Q Did you...and you say you never saw Caleb at any
23 one of these three instances you're complaining about?
24 A Yes the 17th. She sent him to the truck and said he
25 wasn't allowed to come cause he was having friends come over.

1 Q Had what?

2 A Friends come over.

3 MR. HAPNER: No further questions.

4 COURT: Mr. Grimes, anything further?

5 MR. GRIMES: No, Your Honor.

6 COURT: Can I see your calendar?

7 A Yes.

8 EXAMINATION BY THE COURT

9 Q Okay so May the 3rd you said she wouldn't let

10 Caleb come....

11 A She wouldn't respond that day.....

12 Q Okay, hold on. And that was your regular
13 scheduled visitation, right? On the 10th you had him, the next Friday?

14 A Yeah. Yeah, we had a Court...we had to go to the
15 bank to sign a title and she said I could keep him then bring him home that evening.

16 Q So you had him from 9:30 that morning to 9:00
17 that night?

18 A Correct.

19 Q So let's go back to the 3rd then. When you showed
20 up on the 3rd, what happened?

21 A I called, text, no response.

22 Q Okay but you actually went to the house?

23 A Yes.

24 Q And what happened when you got there?

25 A Nothing. I didn't see nobody or nothing.

1 Q Did you knock on the door?
2 A I try not to go the door cause she likes to spit.
3 Q Okay so did you pull in her driveway?
4 A Yes. It's the....the sidewalk, I mean it's from...it's
5 not very far from the front door...the road right there aint, so I just pull up to that and he usually
6 comes out.
7 Q So you didn't pull up a driveway?
8 A No I just pull right, right on the street.
9 Q So if they're not sitting in the front room looking
10 out the window they wouldn't have seen you pull up. Is that right?
11 A Well I was calling and texting and everything else
12 and there was no response.
13 Q So did you just call her on her cell phone?
14 A Yes.
15 Q Is there a land line there, too?
16 A There is but I don't know the number.
17 Q How long did you call and text her?
18 A At least about fifteen after six.
19 Q And when did you start?
20 A I got there about five till.
21 Q So for twenty...for twenty minutes you called or
22 texted?
23 A I just....just a couple times. We text...we called
24 twice and text once.
25 Q So why...do you normally call and text before

1 you pick him up?

2 A To let them know whether or not I'm there.

3 Q Do you ever put your cell phone down? I know on
4 the weekends sometimes I'll walk around and not touch my cell phone for two hours.

5 A No. I always got it on me.

6 Q So you didn't...it didn't even cross your mind to get
7 out of the car and go to the door to see if you could get him? Like, you knew she was home,
8 right?

9 A No.

10 Q You could tell she was home?

11 A No. I couldn't tell if she was home. I just passed...

12 Q But she's given you visitation every other weekend.

13 There was no indication that weren't going to get him?

14 A No I was getting him about every...since the 24th of
15 April I had him about every day. I come home from work, get home around 4:30 and I take him
16 back....

17 Q And that's great that she allowed extra

18 A Yes.

19 Q But all I can really look at is, are you getting what's

20 Court Ordered. So you knew it was your scheduled visitation. You'd gotten him every other
21 weekend up to that point. You show up to pick him up. He doesn't come walking out of the
22 house and you didn't get out of your car and knock on the door and say hey, hand him over?

23 A No.

24 Q Did she ever return your call or get a hold of you

25 after that?

1 A No.

2 Q And then how...so the 10th, how did you know to

3 meet her at a bank or whatever?

4 A I did get a hold of her to get rid of that...to get rid

5 of that car out of both of our names so she responded to that.

6 Q So when you got a hold of her did you say where

7 the heck were you last weekend?

8 A Yeah.

9 Q And what response did you get?

10 A Nothing.

11 Q Okay.

12 A The 17th was when...

13 Q Okay, I'm still on the 10th. I'm not to the 17th yet.

14 So you guys met at the bank. He was with her. Whose idea was it for him to go with you?

15 A Hers.

16 Q And then the 17th. What happened on the 17th?

17 A I pulled up there and he come out and said that he

18 was having friends come over so he wasn't allowed to come.

19 Q He wasn't allowed to come or does...did he have to

20 come?

21 A Yeah that was my scheduled... it would have been

22 my scheduled weekend.

23 Q Okay, did you say it's too bad you're coming

24 anyway?

25 A Yeah, I said you need to come with me.

1 Q And what did he say?

2 A Mommy won't let me.

3 Q So what...

4 MR. HAPNER: I'll object to that answer.

5 COURT: Sustained.

6 Q So what did you do as a result of that? He went
7 back into the house and you left?

8 A I just...I went and tried to put money together to
9 pay for an attorney. I didn't know what else to do. I did call the cops and they said it was
10 domestic....

11 Q But you didn't go to the door and knock on it and
12 say, hey it's my weekend, I'm taking him?

13 A That'd just...you don't do that.

14 Q Why?

15 A Because it gets way out of hand. I don't put myself
16 in that situation.

17 Q And then the 24th, which was not your weekend,
18 you got him at 6:00. What...what...tell me about that?

19 A What weekend was that?

20 Q The 24th of May. Your calendar says you got him
21 at...well it says got him at 6 p.m., spit in face.

22 A Oh that's been my next weekend to get him and
23 then she did let me have him that weekend but she spit in my face.

24 Q If you were supposed to have him on the 3rd,
25 you weren't supposed to have him on the 10th. You were supposed to have him on the 17th.

1 You weren't supposed to have him on the 24th but you got him for the whole weekend?

2 A On the...when she spit in my face I got him for the
3 whole weekend.

4 Q Okay take a look at the calendar. So that weekend
5 of the 24th was not your scheduled visitation weekend. Is that right?

6 A I must have missed it...that would have been my
7 scheduled weekend. I don't why I wrote....

8 Q Okay so that means that the 3rd and the 17th were
9 not your scheduled weekends. Okay. So there's no contempt then for those weekends. They
10 weren't your scheduled weekends.

11 A There was a whole month of May that I didn't get
12 hardly get to see him.

13 Q Okay but you just told me the 24th was your
14 weekend. And you're trying to hold her in contempt for the 17th and the 3rd. So those were not
15 your weekends. Is that right?

16 A No....

17 Q Who's handwriting...who's handwriting is on that
18 calendar that says spit in face?

19 A That's my girlfriends.

20 Q Okay can I see the calendar again?

21 A Yes.

22 Q So whose weekend is it this weekend?

23 A This coming up weekend?

24 Q Or who just had him this past weekend?

25 A I did. Well wait. She let me

1 have Saturday...Friday night. That was her weekend.

2 Q This weekend is her weekend?

3 A Last....

4 Q Yesterday was her weekend?

5 A Yes. But she let me have him Friday and

6 Saturday...I got him Friday night and took him home Saturday. So this coming up weekend is
7 my weekend.

8 Q So why did she let you have him last weekend if it
9 wasn't your weekend?

10 A I don't know.

11 Q Does she frequently allow you extra weekends like
12 that?

13 A I mean it used to be all the time. I used to have him
14 all the time.

15 (Someone speaks)

16 COURT: Sorry, you're not on the stand. Mr. Grimes, did that
17 bring up any other questions?

18 RE-DIRECT EXAMINATION

19 BY MR. GRIMES:

20 Q You mentioned that "we" on a couple of occasions
21 went to get...who is "we"?

22 A I never go alone. It was my girlfriend or my oldest
23 son.

24 Q How old is your oldest son?

25 A He's thirteen.

1 Q What's your oldest son's name?

2 A Nathaniel.

3 Q And you're girlfriend's name?

4 A Chase Gleason.

5 Q Now is that...you also said you just don't do that.

6 Is that....

7 A It's always anI mean, it always gets bad if you
8 go to the door. I try not to do that.

9 Q Is that probably the reason you take people with you
10 when you when you go?

11 A Yes.

12 MR. GRIMES: I have no further questions, Your Honor.

13 COURT: Mr. Hapner, anything further?

14 RE-CROSS EXAMINATION

15 BY MR. HAPNER:

16 Q What's your girlfriend's name, Kate what?

17 A Chase...

18 Q Chase?

19 A Chase Gleason.

20 Q For some reason I can't understand anything you're
21 saying. Is she the one that did the writing on that calendar?

22 A This is my writing here. She wrote "spit in face"
23 cause I told her to write that in there.

24 Q Now I noticed that the months of January, February
25 and March there's no entries of any kind on it. Is that correct?

1 A On what?
2 Q January, February
3 A Correct cause I haven't...there wasn't never no
4 issue till the 24th of April.
5 Q And as a matter of fact, you see him frequently,
6 almost all the time, Caleb, I mean, during the month, don't you?
7 A Not in the month of May. In the month of May the
8 24th since she didn't let me have him the 3rd and the 17th, I do remember she called and let me
9 have him the 24th.
10 Q Now what I'm asking you is...the question was,
11 you get to see him all the time, don't you?
12 A No.
13 Q No? Didn't you just tell us you had him nearly
14 every day when you got home from work?
15 A Yes in April....or the month of January, February,
16 and April, yes, I get to see him all the time.
17 Q What about March? I noticed you skipped March.
18 A And March. (inaudible) the 24th of April.
19 Q And you do have an account with First State Bank,
20 do you not?
21 A Yes I do.
22 Q You've....you say you're working time has been cut
23 back?
24 A Yes.
25 Q And you haven't paid anything on your

1 mortgage since March?

2 A Since my overtime...since my Sundays got cut in

3 March, yes.

4 Q But you've been living there?

5 A Yes.

6 Q And you aren't paying rent anywhere?

7 A No.

8 Q I believe you have a mobile home someplace that

9 you've rented out to someone?

10 A Yes which they're way behind too cause they're not

11 working.

12 Q And do you have some livestock?

13 A Just a couple now. 'Bout everything's gone. Fair's

14 over.

15 Q Well didn't you just spend a week at a county fair in

16 Preble County?

17 A No.

18 Q Well how long did you spend up there?

19 A I took my dad up there for....we went up at 3:30 in

20 the morning and got home at 3:00....twelve hours.

21 Q Well okay. And now have you been to any other

22 county fairs; Clinton County Fair?

23 A No.

24 Q They change these dates around so much I have a

25 hard time keeping up with them. The Adams County Fair?"

1 A Yes. My son is in 4-H. He's at the Adams County

2 Fair.

3 Q So you had time to take the fair. Did you enter

4 Caleb something in the county...Adams County Fair?

5 A He's a clover bud. He's not entered. No. That's my
6 oldest son that's in 4-H.

7 Q Okay your oldest boy?

8 A Yes.

9 Q Okay and you paid for his entrance fees?

10 A He has a hog. Yes, we paid for it.

11 Q You also got a feed bill, do you not; WC Milling?

12 A Yeah that's from last year's fair pigs because her
13 daughter had one, too and they were supposed to (inaudible) some of that up (inaudible) which I
14 never received.

15 Q You go out to your parent's farm frequently, don't
16 you?

17 A Everyday.

18 Q Pardon?

19 A Everyday.

20 Q Okay and you still feed some livestock out there?

21 A Yes we have like four pigs.

22 Q Four pigs?

23 A Yes.

24 Q Will that run three hundred and some dollars a
25 month to feed four pigs?

1 A No, that was from the previous year's fair.
2 Q When was the previous year's fair?
3 A In June and July.
4 Q Well on December 31 you had a balance due to WC
5 Milling for \$944.00?
6 A Yeah, I'm way behind on them, too.
7 Q What do you do with your money? You draw
8 it...you're bringing home at least \$3,000.00 a month.
9 A No.
10 Q What do you do with it?
11 A I pay my bills.
12 Q Well, you haven't. You don't pay your mortgage;
13 don't pay your feed bill?
14 A I pay my other...
15 Q You don't pay your electric bill. What do you pay?
16 A (inaudible) I pay my other mortgage and my other
17 land, which I had previous to this house.
18 Q Okay what other mortgage to the other land?
19 MR. GRIMES: Your Honor, I don't know if this is relevant or not.
20 I'm going to object.
21 COURT: I'll overrule. I mean, his other debts would come into
22 play. He can answer the question.
23 A I have a mortgage to P&C Bank. I (inaudible).
24 Q Okay now the P&C Bank that mortgage is on what?
25 A A mobile home.

1 Q Okay and is there any real estate at that mobile
2 home?

3 A There's eight acres.

4 Q Eight or eighty?

5 A Eight.

6 Q Is it current?

7 A Yes.

8 Q And what other mortgage do you have?

9 A I have the eight acres and the mortgage on the eight
10 acres.

11 Q Okay and who's that to?

12 A (inaudible) Land Company.

13 Q And how much is that?

14 A \$340.00

15 Q Are you current on it?

16 A A month behind.

17 Q Pardon?

18 A One month behind.

19 Q Now you pay on ground you don't occupy and
20 you're not paying where you're living. Don't you think your priorities are somewhat twisted?

21 A No because I was twisted in this house in town.

22 The payment is so much higher than those out there so I have to take the cheaper of the two so
23 I'm moving to the other property.

24 Q And you understood did you not when the
25 divorce was granted that your child support was being reduced in order for you to make

1 the payments on the house?

2 A No, that was not the case. Before we ever had a
3 child together we agreed that she would not take me for full child support. That has nothing to
4 do with the payment on the house.

5 MR. HAPNER: Nothing further.

6 COURT: Any other questions?

7 MR. GRIMES: No, Your Honor.

8 COURT: You may step down. Any other witnesses?

9 MR. GRIMES: No, Your Honor. We would rest.

10 COURT: Mr. Hapner?

11 MR. HAPNER: We'll call Amanda Iler on rebuttal.

12 REBUTTAL

13 BY MR. HAPNER:

14 Q Amanda, directing your attention solely to the
15 matter of visitation, what do you have to say about the testimony you just heard?

16 A Matt won't come to the door because he has been
17 physically aggressive towards my boyfriend who is also the village mayor and I think from
18 where he's gotten so aggressive with him he's afraid that David will do something. And that's
19 why he won't come to the door.

20 Q I'm calling your attention to May the 3rd, do you
21 remember seeing him or hearing from him on that date?

22 A Like I said, I know that there was at least two
23 weekends that he did get Caleb and the weekend that he's....I don't know the exact date, Caleb
24 went out to the truck and said...he told Matt that he was having a friend over and he said that
25 Matt said he wasn't "f'ing" coming back to get him and that's all the Caleb told me. I didn't

1 even know that Caleb had went outside and came back in until I was coming out of the hallway
2 and that's when he said, daddy was just here. I went outside and told him that Brandon was
3 coming over and that's when he told me what Matt said. I never heard anything from Matt.

4 Q What about, I guess it was June 14?

5 A What about it?

6 Q Did you deny him visitation that time?

7 A I've never denied him visitation ever.

8 Q So you've never refused to let Caleb go with him
9 when he showed up and asked for him?

10 A No.

11 MR. HAPNER: No further questions.

12 COURT: Questions?

13 CROSS EXAMINATION ON REBUTTAL

14 BY MR. GRIMES:

15 Q Never told Matthew to get a lawyer?

16 A Yes I have.

17 Q Over visitation?

18 A Over the profanities and him telling my child that
19 I'm a drug addict and telling my kid that he's never going to see me again, yeah.

20 Q Did you do that when you denied him visitation?

21 A I've never denied him visitation ever.

22 Q Do you have any sort of records as far as what
23 specific weekends Matt has seen his child in May and June?

24 A No I just know that June it seemed like I don't
25 recall him coming to the house at all. And then it... whatever month Father's Day weekend was

1 on I even had Caleb call. That Friday it was like 6:30 and Matt's son answered the phone and
2 told him and I heard it on speaker phone, you don't need to talk to Dad. Anything you need to
3 tell him, I'll tell him. So he was basically...they refused to go get him to tell Matt that Caleb
4 was calling and that was Father's Day weekend. And let me tell you, he was heartbroken.

5 Q When you say Matt has been physically aggressive
6 to your boyfriend, what day did this allegedly occur?

7 A There's been different instances. He usually just
8 pops off at the mouth and then takes off real fast. I mean, I don't know the exact dates. It's
9 gotten better over time.

10 Q Can you give me a date?

11 A I want to say the first time was probably back in
12 October or I'm sorry, I want to say September, probably of last year.

13 Q When was the most recent of these alleged
14 incidences?

15 A There hasn't been any so much recently. Not direct,
16 not so much recently at all to my knowledge.

17 Q What is your boyfriend's name?

18 A David Hughes.

19 Q What weekend would it have been that Caleb would
20 have went out of the house and talked to Matt?

21 A I don't remember the exact weekend. It was the
22 same one where he said that Caleb came out to the truck, though that...like I said, I didn't even
23 know Caleb had went out and came back in until I was coming down the hallway and that's
24 when Caleb said that Daddy just showed up. I told him I wasn't going because I wanted
25 Brayden to come over and he said Matt's response was I ain't coming...I ain't "fing"

1 coming back to get you then. That's all that Caleb said.

2 Q You weren't standing in the doorway when this
3 occurred?

4 A Unt ah, I was actually taking the towels and putting
5 them in the bathroom. I had just folded them. In order to put the towels away there's two doors
6 that kind of touch each other so when I came back out was when he was coming down the hall.

7 MR. GRIMES: I've no further questions, Your Honor.

8 COURT: Mr. Hapner?

9 MR. HAPNER: Nothing further.

10 COURT: You may step down.

11 MR. HAPNER: We'll rest.

12 COURT: Anything by way of closing? I'm sorry, Mr. Grimes, did
13 you rest?

14 MR. GRIMES: I'm sorry.

15 COURT: Do you also rest?

16 MR. GRIMES: Yes, Your Honor.

17 COURT: Mr. Hapner, anything by way of closing?

18 MR. HAPNER: Well Your Honor, he's clearly in arrears.

19 Apparently from the bank statements he hasn't paid the mortgage since March. He's over
20 \$4,900.00 in arrears. It's (inaudible) on Mrs. Ilers credit which is harmful to her. The...a lot of
21 this arises from that. He's abusing the agreement between the parties and as to the visitation
22 issue I submit that she is not in contempt of whatever's going on here. I don't think they can
23 even agree on what weekends are their weekends. And he's seen the child frequently and
24 consistently so we move that the charge for contempt be dismissed against her.

25 COURT: Mr. Grimes.

1 MR. GRIMES: Your Honor, my client has acknowledged that he
2 has missed the mortgage payments. We would ask the Court to take into account the testimony
3 that was heard as far as his change of employment with the fact that his hours have been cut. His
4 income has decreased approximately \$17,000.00 a year because of that cut in his hours. We
5 would ask the Court to take that into consideration and also ask the Court perhaps to give him
6 more time before ruling on disposition to see what he can work out with the bank. Until we
7 know what exactly is worked out with the bank at this point we don't know if she's been
8 damaged as far as what affect a missed payment would have on Ms. Iler. So we would ask the
9 Court to hold off on any sanctions until that time.

10 As far as the missed visitation, the fact that she may have allowed extra visitation that
11 sometimes doesn't allow her to take it upon herself to deny visitation on scheduled weekends
12 and we would ask that the Court take that into account and hold her in contempt.

13 COURT: Anything further, Mr. Hapner?

14 MR. HAPNER: (inaudible)

15 COURT: I am going to find, Mr. Iler that you are in contempt for
16 failing to pay the mortgage payments as previously ordered. My recommendation is that there
17 would be a \$250.00 fine. I'm going to order that you pay \$250.00 in attorney's fees toward your
18 ex-wife's attorney and that you pay all of the court costs of this action. I'm also going to order
19 that you immediately contact the bank and try and do a short sale or a deed in lieu, something to
20 minimize or at least make this thing quit bleeding so it will stop injuring her credit. Also
21 anything that you can do to assist her in reestablishing her credit; maybe a letter to the credit
22 bureau, I know that you can put a letter yourself to the credit bureau on your account that says
23 here it is...

24 MS. ILER: I tried and they said that it doesn't change the terms of
25 the note because....

1 COURT: And it doesn't but you can still put your explanations on
2 there that my ex-husband was awarded this through the decree. There are still privities of
3 contract between you and the bank and I agree it doesn't erase that and it's still going to show a
4 blemish on your credit. And you know, it's one of those things where I hate to say that you're
5 damaged and there's nothing that I can do about it but if that was a serious risk at the time of the
6 divorce then maybe you should've taken the property or we should have auctioned it or
7 something else. It's a risk that you take.

8 MS. ILER: I understand.

9 COURT: But Mr. Iler, you're going to immediately contact the
10 bank and stop this thing from bleeding.

11 MR. ILER: I talked to them this morning already.

12 COURT: Okay, you're going to try to do a short sale, deed in
13 lieu...I mean, you have no intention of remaining on the property.

14 MR. ILER: Correct.

15 COURT: And the fact that you're sitting there milking it for as
16 long as you can until they foreclose or kick you out is not going happen in this case.

17 MR. ILER: That's not my intent. I'm waiting for my...

18 COURT: Obviously you've got the money to pay the other
19 property. Let's at least make this stop bleeding on her behalf and stop the injury to her credit
20 report. As far as the contempt on visitation I find that Mrs. Iler is not in contempt; contempt on
21 visitation....excuse me. If you're going to roll your eyes at me...

22 MR. ILER: I'm not.....

23 COURT: Okay, listen to me. I'm going to sit here and explain to
24 you my ruling and if you don't want to see it I'll excuse you and I'll explain it to the attorneys
25 because I'm not going sit here and have you roll your eyes at me without holding you in direct

1 contempt where I send you out to the jail to sit there and think about it for a little bit. Now when
2 I get done with my explanations maybe you'll agree with me. She's not the one in contempt.

3 MR. ILER: Okay. Sorry.

4 COURT: You showed up to pick up the child. At any time when
5 you showed up to pick up the child did she say my kids not going with you? No. The kid came
6 out in the driveway and said I'm not going. I'm having a friend over. She didn't deny it. The
7 kid denied it.

8 MR. ILER: She.....

9 COURT: Your time to speak is done. Open your mouth again and
10 I'll hold you in contempt. You know, if you allowed him to have other children over at the time
11 that his father's visiting, that's not right. I mean, you've got to clear that with Dad first. You
12 know, but for all we know the kid was going to go home as soon as you came to pick him up.
13 My kid doesn't want to go with her dad either sometimes and she'll come up with plans that I
14 know nothing about and she'll tell him that and you know, as soon as he talks to me about it, my
15 kid goes. So you know it's one of things where you have to make sure that you speak directly
16 with her or she's not going to be found in contempt. Also, you know how old are we? If he's
17 going to come to the door you know what date and time he's coming to the door to pick up the
18 kid. Your boyfriend doesn't answer the door. Plain and simple.

19 MS. ILER: He doesn't....

20 COURT: You speak again and I'll hold you in the same situation.
21 Okay I'm just saying that's not going to happen. Because if he pulls up in front of your house
22 and you're not with your cell phone and not answering it he's got the right to come to the door
23 and get the kid. And if he shows up at the door to pick up the kid then you could be found in
24 contempt if the kid doesn't come out.

25 So let's address all three of these specifically. On May 3....May 3 he said he called

1 and texted. There was no answer. He pulled up out front, didn't even go to the door. So she's
2 not in contempt. You know for all she....you know maybe she wasn't looking out the door at
3 that exact minute. She never once said he was not...the kid wasn't going to go. The 17th, the kid
4 himself went outside. Said he wasn't going because he was having friends come over. Again,
5 Dad should have went up to the door and said get you stuff, you're going. Dad, you're as much
6 at fault as she is for not telling the kid, no you are coming. And then Father's Day weekend,
7 there was no real testimony that you showed up to pick up the child on that day. And you know,
8 Mom's testimony...I thought she was very credible when she said she'd never denied visitation.
9 When I look at your own calendar it shows that she's allowed all these extra weekends. You
10 yourself testified on the witness stand that the 3rd and the 17th of May was not your weekend
11 so how can I hold her in contempt for denying visitation on those two weekends?

12 So as far as the child supports concerned Mr. Iler does have a motion for modification of
13 parental rights. Mr. Iler, the Court...the Court must appoint a *Guardian ad Litem* or
14 psychological anytime there's a modification requested. You've alleged drug use. She's got a
15 prescription for the amphetamine that she takes for ADHD or something like that. The Adderall,
16 she has a prescription with her for that. Other than that she tested negative for all drugs. Mr. Iler
17 tested negative for all drugs. And there's not really been any change in circumstances that I can
18 really see. Just from what I heard in Court other than the fact that she allows additional
19 parenting time. So you are going to be required to pay the entire *Guardian Ad Litem* fee. That's
20 \$800.00. That needs to be paid within the next fourteen days. The Court will appoint Allyce
21 Horne...we'll appoint Allyce Horne to do the evaluation. Again, you have fourteen days to get
22 the Guardian Ad Litem fee paid and that is \$800.00.

23 As far as re-calculation of child support, you know, I don't know if maybe we ought to give it
24 a chance for the case to progress otherwise we will set that for a separate hearing and go from
25 there. Anything further for today?

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MR. HAPNER: No, Your Honor.

COURT: Mr. Grimes, anything further?

MR. GRIMES: No, Your Honor.

COURT: I'll prepare the entry. Is your client willing to waive the separate Magistrate's Decision or not?

MR. GRIMES: Yes.

COURT: The Court will note a fourteen day waiver. Anything further?

(no response)

COURT: If nothing further, we're adjourned. I need both parties to sign that.

With that the hearing was adjourned.

CERTIFICATE

STATE OF OHIO

: SS

HIGHLAND COUNTY

I, Denise Hufford, Notary Public for the State of Ohio, duly approved, hereby certify that the within transcript of proceedings is a correct and complete full transcript of the proceedings in this action taken from the audio/digital disc recording of the actual hearing and transcribed by me to the best of my ability.

Denise Hufford
Denise Hufford
Notary Public
Common Pleas Court
Highland County, Ohio

DENISE S. HUFFORD
Notary Public, State of Ohio
My Commission Expires Nov. 1, 2016

Exhibit H

Total page(s)

COURT OF COMMON PLEAS
JUVENILE DIVISION
ADAMS COUNTY, OHIO

FILED
ADAMS COUNTY
COURT OF COMMON PLEAS
JUVENILE DIVISION
2014 MAR 18 AM 10:31
Elizabeth M. Faraday
JUDGE

In Re. Mackenzie Farahay

Amanda Wilson (nka Iler) : CASE NO. 20035123

v. :

Michael Farahay :

Magistrate's Decision

The Procedural Posture.

The Defendant filed a motion seeking a change in the allocation of parental rights and responsibilities on 4/11/2013. The Plaintiff responded with an appropriate answer and motions of her own on 6/5/2013 seeking contempt sanctions against the Defendant for failure to pay his share of the medical/optical expenses of the child, for reconsideration of the child support order and for the Court to interview the child. The motions were properly filed and the parties were properly served. A Guardian Ad Litem was appointed and the Court interviewed the child as requested. All parties were before the court and represented by counsel. Jurisdiction and venue are proper, and evidence was presented to the court on all relevant issues at trial. The Magistrate has authority under the Rules of Procedure to issue a decision in this matter.

The non-residential parent Mr. Farahay requests the Court to change the current orders of the Court so that he is the primary custodial parent and change the child support order as may be appropriate. Ms. Iler requested that the Father be held in contempt, that the medical/optical bills be paid and that contempt sanction be ordered against the defendant. The matter was tried on 12/3/2013 before the Magistrate and this decision results.

A. The Decision on the motion for a change in the allocation of parental rights and responsibilities issue.

The Magistrate finds that the concerns raised in the motion of the father have been fully litigated and the Court heard all relevant information on the issues of the situation of the parties. The Court finds that there has been established a change of circumstances of the child. Upon hearing and as explained below, the Court finds that it is in the best interest of the child for the father to be the custodial and residential parent. The Court further finds that there is no harm in the father assuming the role as the custodial parent with the mother having consistent parenting time according to Rule 16 of this Court. Therefore the Court orders that the father shall assume responsibilities as the residential parent forthwith, with the mother having parenting time rights as appear in the attached Rule 16 schedule.

Findings of fact and conclusions of law on the issue of allocation of parental rights and responsibilities.

Defendant's Motion to re-allocate the parental rights and responsibilities was filed 4/11/2013 and the hearing was held 12/3/2013 before the Magistrate. Evidence was taken on all relevant issues and this decision results according to the Civil Rules of Procedure.

The Court finds that upon hearing, the testimony established a substantial change of condition or circumstances warranting a change in parenting responsibilities since the dissolution decree. Further, the Court finds a change in parental rights and responsibilities is warranted under the facts and circumstances presented the change ordered herein at this time would be in the best interest of the child.

The court considered the facts and arguments in light of the relevant statutes, including Section 3109.04, which provides in part:

“(E) (1)(a) The court shall not modify a prior decree allocating parental rights and responsibilities for the care of children unless it finds, based on facts that have arisen since the prior decree or that were unknown to the court at the time of the prior decree, that a change has occurred in the circumstances of the child, his residential parent, ... and that the modification is necessary to serve the best interest of the child.”

Modification of a prior allocation of parental rights must be based on facts and circumstances that have arisen since the prior order or was unknown at the time of the prior order. Sec. 3109.04(E)(1)(a). Although Sec. 3109.04 does not provide a definition of the phrase "change in circumstances," Ohio courts have held that the phrase is intended to denote "an event, occurrence, or situation which has a material and adverse effect upon a child." *Rohrbaugh v. Rohrbaugh* (2000), 136 Ohio App.3d 599, 604-05, citing *Wyss v. Wyss* (1982), 3 Ohio App.3d 412. See also *Fisher v. Hasenjager*, 2007-Ohio-5589

The Court finds that upon hearing, the testimony established a substantial change of condition or circumstances warranting a change in parenting responsibilities. The Court finds that the Father was a more credible witness than the Mother. The Magistrate finds that the father has established a change in circumstances as required according to law. The child is older, the mother has had changes in her living situation regarding her relationship, and moving twice to another residence, there are concerns^{proof?} about domestic violence occurring in her household and there is a continuing problems in the judgment of the Magistrate regarding Ms. Iler's combative attitude, dishonesty and other issues regarding the care, control and welfare of the child.

The combative attitude displayed by Ms. Iler in this matter is conclusively shown by her dishonest testimony before the Court regarding her actions the issues of her relationship problems with her live in friend. The Court finds she has significant relationship problems with her live in friend and that domestic violence has occurred in the home thereby making it, in addition to everything else, an unsafe environment for the child. Rarely has the Court had a Guardian ad Litem change a recommendation as occurred in this case. The recommendation to retain the child with her mother was already tenuous in the judgment of the GAL before the hearing and then during the hearing Ms. Iler

So you
need to
think
about it
for
Hwas

mislead the Court through her testimony about her problems in the home and the domestic violence issue. The testimony was such that the GAL changed his recommendation so that the child should be placed with father. Independent of the report of the Guardian Ad Litem the Magistrate finds by a preponderance of the evidence that Ms. Iler's testimony and demeanor demonstrated her significant personal problems which are effecting her relationship with her child and others. In a previous decision regarding this child and her parents this Magistrate held: "The Court will order whatever structure is necessary to remove the child from the adult problems and contretemps. The Court calls upon the parents to repair their relationship with the child by removing the anger, fighting, and posturing and simply comply with the schedule." Although this finding was made regarding the parties, it is clear that the anger and fighting remain in the household of Ms. Iler. In view of her suspect and dishonest testimony about this issue and the other issues of instability the Court finds that there has been a change of circumstance and conditions and that these change militate that the child must be placed into the physical custody of her father.

The Court interviewed the child in this matter according to law and determined that the child has an excellent understanding of the situation of her parents and loves both of them. The Magistrate immediately determined the reasoning ability of the child. The Magistrate finds that the child does have sufficient reasoning ability to express the child's wishes and concern with respect to the allocation of parental rights and responsibilities for the care of the child. The Magistrate finds that it would be in the best interests of the child to determine the child's wishes and concerns with respect to the allocation again related to any detrimental effect such an allocation may have. The child indicated that she would like to remain with her mother. The Court must discount this request of the child since the Court is aware of the other facts and circumstances leading the Magistrate to believe that it is not in the best interest of the child to be with her mother as the residential parent as stated herein. And that really is the point and reason for this decision. The Court believes that now this child can have a much better day in her life with father rather than under her current conditions with mother.

In this finding and decision the Court followed the statute to determine whether the modification would serve the child's best interests. R.C. 3109.04(F) (1) specifies the factors that a trial Court should consider when determining a child's best interests: (in pertinent part)

"In determining the best interest of a child ... the court shall consider all relevant factors, including, but not limited to:

- (a) The wishes of the child's parents regarding his care;
- (c) The child's interaction and interrelationship with his parents, siblings, and any other person who may significantly affect the child's best interest;
- (d) The child's adjustment to his home, school, and community;
- (e) The mental and physical health of all persons involved in the situation;
- (f) The parent more likely to honor and facilitate visitation and companionship rights approved by the court;
- (g) Whether either parent has failed to make all child support payments, including all arrearages, that are required of that parent pursuant to a child support order under which that parent is an obligor;
- (i) Whether the residential parent or one of the parents subject to a shared parenting decree has continuously and willfully denied the other parent his or her right to visitation in accordance with an order of the court;
- (j) Whether either parent has established a residence, or is planning to establish a residence, outside this state."

The Court finds from the facts and testimony, that the child's best interest would be served by being with the Father. The Court finds that the benefits resulting from the change will outweigh any harm under the circumstances presented in court. The Court finds a change in parental rights and responsibilities is warranted under the facts and circumstances presented and is in the best interest of the child.

A. The Decision on the issue of contempt and payment of medical bills.

The Court declines to find the Defendant in contempt of Court for failure to pay his share of the medical bills not covered by insurance for Makenzie due

and owing at this time. The Court finds that the presentation and record keeping shown by the mother is not clear and the Magistrate could not use the information to be able to find by the preponderance of the evidence the total owed to her other than that as indicated below. To the extent possible and based on the confusing documents and exhibits, and according to the preponderance of the evidence the Magistrate can only order the payment of the following for medical bill due and owing to the Plaintiff through 5/31/2013.

Due and owing for Childrens Hospital, 2013:	\$393.00
Due and owing for Childrens Hospital, 2012:	\$197.90
Due and Owing for vision expenses:	\$184.00
Total due and owing to Plaintiff from Defendant:	\$774.90

This amount shall be paid to the Plaintiff by the Defendant within 60 days of the journalization of the judgment entry in this case.

C. Financial, Parenting time and Child support issues.

The Court orders a Rule 16 parenting time for the mother, a copy of which is attached. The mother and child shall have other parenting time as the mother, father and child may agree, which shall not be an excessive burden on the father, at other times if it can be coordinated with transportation provided by mother. The parties are free to make other arrangements to conform with their schedules.

The Court issues the attached child support worksheet as attached which is effective April 1, 2014. The Court orders the ACCSEA to modify the current support order of record to reflect the change of the Obligor, the amount of support and Agency shall retain any arrearage owed by Mr. Farahay and offset any amount of his arrearage so that the mother shall pay the support order when the arrearage has been offset by her obligation. The Court has utilized the best evidence available for the worksheet calculations. Upon motion the Court will recalculate the worksheet for cause shown. The residential parent, the father, shall have the tax exemption for the child for all tax purposes. The Court finds that that it furthers the best interest of the child to allow father to claim the child as dependent for federal and state income tax purposes. In making this

determination, the Court has considered the net tax savings, the relative financial circumstances and needs of the parents and children, the amount of time the children spend with each parent, the eligibility of each parent for the federal earned income tax credit, the head of household filing status which may be available, or other state or federal tax credits, and any other relevant factor concerning the best interests of the child, including the cost of transportation as indicated above. The parties shall pay the uncovered medical costs according to the percentage of the income (Father 74%, Mother 26%) they contribute according to the worksheet.

The parties shall share equally the court costs of record in this matter.

Deposit to be applied to Michael Farahay's costs.

A party shall not assign as error on appeal the Court's adoption of any factual finding or legal conclusion, whether or not specifically designated as a finding of fact or conclusion of law under Juv. R. 40(D)(3)(a)(ii) unless the party timely and specifically objects to the factual finding or legal conclusion as required by Juv. R. 40(D)(3)(b).

Written objections to the magistrate's decision must be filed within fourteen days of the filing of the decision or the filing of the findings of fact and conclusion of law, whichever is later. Objections must comply with Juv. R. 40. If objections are filed this judgment shall be considered an interim order pursuant to Juv. R. 40(D)(4)(e)(ii).

Date: 3/17/2014


James W. Schueter
Magistrate

COURT OF COMMON PLEAS
JUVENILE DIVISION
ADAMS COUNTY, OHIO

FILED
ADAMS COUNTY PLEAS
JUVENILE DIVISION
2014 MAR 18 AM 10:31
Brewer M. J. Farahay
JUDGE

In Re. Mackenzie Farahay

Amanda Wilson (nka Iler) : CASE NO. 20035123

v. :

Michael Farahay :

JUDGMENT ENTRY

The Court adopts the Magistrate's Decision as the judgment of the Court.

The Procedural Posture.

The Defendant filed a motion seeking a change in the allocation of parental rights and responsibilities on 4/11/2013. The Plaintiff responded with an appropriate answer and motions of her own on 6/5/2013 seeking contempt sanctions against the Defendant for failure to pay his share of the medical/optical expenses of the child, for reconsideration of the child support order and for the Court to interview the child. The motions were properly filed and the parties were properly served. A Guardian Ad Litem was appointed and the Court interviewed the child as requested. All parties were before the court and represented by counsel. Jurisdiction and venue are proper, and evidence was presented to the court on all relevant issues at trial. The Magistrate has authority under the Rules of Procedure to issue a decision in this matter.

The non-residential parent Mr. Farahay requests the Court to change the current orders of the Court so that he is the primary custodial parent and change the child support order as may be appropriate. Ms. Iler requested that the Father be held in contempt, that the medical/optical bills be paid and that contempt sanction be ordered against the defendant. The matter was tried on 12/3/2013 before the Magistrate and this decision results.

B. The Decision on the motion for a change in the allocation of parental rights and responsibilities issue.

The Magistrate finds that the concerns raised in the motion of the father have been fully litigated and the Court heard all relevant information on the issues of the situation of the parties. The Court finds that there has been established a change of circumstances of the child. Upon hearing and as explained below, the Court finds that it is in the best interest of the child for the father to be the custodial and residential parent. The Court further finds that there is no harm in the father assuming the role as the custodial parent with the mother having consistent parenting time according to Rule 16 of this Court. Therefore the Court orders that the father shall assume responsibilities as the residential parent forthwith, with the mother having parenting time rights as appear in the attached Rule 16 schedule.

Findings of fact and conclusions of law on the issue of allocation of parental rights and responsibilities.

Defendant's Motion to re-allocate the parental rights and responsibilities was filed 4/11/2013 and the hearing was held 12/3/2013 before the Magistrate. Evidence was taken on all relevant issues and this decision results according to the Civil Rules of Procedure.

The Court finds that upon hearing, the testimony established a substantial change of condition or circumstances warranting a change in parenting responsibilities since the dissolution decree. Further, the Court finds a change in parental rights and responsibilities is warranted under the facts and circumstances presented the change ordered herein at this time would be in the best interest of the child.

The court considered the facts and arguments in light of the relevant statutes, including Section 3109.04, which provides in part:

“(E) (1)(a) The court shall not modify a prior decree allocating parental rights and responsibilities for the care of children unless it finds, based on facts that have arisen since the prior decree or that were unknown to the court at the time of the prior decree, that a change has occurred in the circumstances of the child, his residential parent, ... and that the modification is necessary to serve the best interest of the child.”

Modification of a prior allocation of parental rights must be based on facts and circumstances that have arisen since the prior order or was unknown at the time of the prior order. Sec. 3109.04(E)(1)(a). Although Sec. 3109.04 does not provide a definition of the phrase "change in circumstances," Ohio courts have held that the phrase is intended to denote "an event, occurrence, or situation which has a material and adverse effect upon a child." *Rohrbaugh v. Rohrbaugh* (2000), 136 Ohio App.3d 599, 604-05, citing *Wyss v. Wyss* (1982), 3 Ohio App.3d 412. See also *Fisher v. Hasenjager*, 2007-Ohio-5589

The Court finds that upon hearing, the testimony established a substantial change of condition or circumstances warranting a change in parenting responsibilities. The Court finds that the Father was a more credible witness than the Mother. The Magistrate finds that the father has established a change in circumstances as required according to law. The child is older, the mother has had changes in her living situation regarding her relationship, and moving twice to another residence, there are concerns about domestic violence occurring in her household and there is a continuing problems in the judgment of the Magistrate regarding Ms. Iler's combative attitude, dishonesty and other issues regarding the care, control and welfare of the child.

The combative attitude displayed by Ms. Iler in this matter is conclusively shown by her dishonest testimony before the Court regarding her actions the issues of her relationship problems with her live in friend. The Court finds she has significant relationship problems with her live in friend and that domestic violence has occurred in the home thereby making it, in addition to everything else, an unsafe environment for the child. Rarely has the Court had a Guardian ad Litem change a recommendation as occurred in this case. The recommendation to retain the child with her mother was already tenuous in the judgment of the GAL before the hearing and then during the hearing Ms. Iler

mislead the Court through her testimony about her problems in the home and the domestic violence issue. The testimony was such that the GAL changed his recommendation so that the child should be placed with father. Independent of the report of the Guardian Ad Litem the Magistrate finds by a preponderance of the evidence that Ms. Iler's testimony and demeanor demonstrated her significant personal problems which are effecting her relationship with her child and others. In a previous decision regarding this child and her parents this Magistrate held: "The Court will order whatever structure is necessary to remove the child from the adult problems and contretemps. The Court calls upon the parents to repair their relationship with the child by removing the anger, fighting, and posturing and simply comply with the schedule." Although this finding was made regarding the parties, it is clear that the anger and fighting remain in the household of Ms. Iler. In view of her suspect and dishonest testimony about this issue and the other issues of instability the Court finds that there has been a change of circumstance and conditions and that these change militate that the child must be placed into the physical custody of her father.

The Court interviewed the child in this matter according to law and determined that the child has an excellent understanding of the situation of her parents and loves both of them. The Magistrate immediately determined the reasoning ability of the child. The Magistrate finds that the child does have sufficient reasoning ability to express the child's wishes and concern with respect to the allocation of parental rights and responsibilities for the care of the child. The Magistrate finds that it would be in the best interests of the child to determine the child's wishes and concerns with respect to the allocation again related to any detrimental effect such an allocation may have. The child indicated that she would like to remain with her mother. The Court must discount this request of the child since the Court is aware of the other facts and circumstances leading the Magistrate to believe that it is not in the best interest of the child to be with her mother as the residential parent as stated herein. And that really is the point and reason for this decision. The Court believes that now this child can have a much better day in her life with father rather than under her current conditions with mother.

In this finding and decision the Court followed the statute to determine whether the modification would serve the child's best interests. R.C. 3109.04(F)(1) specifies the factors that a trial Court should consider when determining a child's best interests: (in pertinent part)

“In determining the best interest of a child ... the court shall consider all relevant factors, including, but not limited to:

- (a) The wishes of the child's parents regarding his care;
- (c) The child's interaction and interrelationship with his parents, siblings, and any other person who may significantly affect the child's best interest;
- (d) The child's adjustment to his home, school, and community;
- (e) The mental and physical health of all persons involved in the situation;
- (f) The parent more likely to honor and facilitate visitation and companionship rights approved by the court;
- (g) Whether either parent has failed to make all child support payments, including all arrearages, that are required of that parent pursuant to a child support order under which that parent is an obligor;
- (i) Whether the residential parent or one of the parents subject to a shared parenting decree has continuously and willfully denied the other parent his or her right to visitation in accordance with an order of the court;
- (j) Whether either parent has established a residence, or is planning to establish a residence, outside this state.”

The Court finds from the facts and testimony, that the child's best interest would be served by being with the Father. The Court finds that the benefits resulting from the change will outweigh any harm under the circumstances presented in court. The Court finds a change in parental rights and responsibilities is warranted under the facts and circumstances presented and is in the best interest of the child.

B. The Decision on the issue of contempt and payment of medical bills.

The Court declines to find the Defendant in contempt of Court for failure to pay his share of the medical bills not covered by insurance for Makenzie due

and owing at this time. The Court finds that the presentation and record keeping shown by the mother is not clear and the Magistrate could not use the information to be able to find by the preponderance of the evidence the total owed to her other than that as indicated below. To the extent possible and based on the confusing documents and exhibits, and according to the preponderance of the evidence the Magistrate can only order the payment of the following for medical bill due and owing to the Plaintiff through 5/31/2013.

Due and owing for Childrens Hospital, 2013:	\$393.00
Due and owing for Childrens Hospital, 2012:	\$197.90
Due and Owing for vision expenses:	\$184.00
Total due and owing to Plaintiff from Defendant:	\$774.90

This amount shall be paid to the Plaintiff by the Defendant within 60 days of the journalization of the judgment entry in this case.

C. Financial, Parenting time and Child support issues.

The Court orders a Rule 16 parenting time for the mother, a copy of which is attached. The mother and child shall have other parenting time as the mother, father and child may agree, which shall not be an excessive burden on the father, at other times if it can be coordinated with transportation provided by mother. The parties are free to make other arrangements to conform with their schedules.

The Court issues the attached child support worksheet as attached which is effective April 1, 2014. The Court orders the ACCSEA to modify the current support order of record to reflect the change of the Obligor, the amount of support and Agency shall retain any arrearage owed by Mr. Farahay and offset any amount of his arrearage so that the mother shall pay the support order when the arrearage has been offset by her obligation. The Court has utilized the best evidence available for the worksheet calculations. Upon motion the Court will recalculate the worksheet for cause shown. The residential parent, the father, shall have the tax exemption for the child for all tax purposes. The Court finds that that it furthers the best interest of the child to allow father to claim the child as dependent for federal and state income tax purposes. In making this

determination, the Court has considered the net tax savings, the relative financial circumstances and needs of the parents and children, the amount of time the children spend with each parent, the eligibility of each parent for the federal earned income tax credit, the head of household filing status which may be available, or other state or federal tax credits, and any other relevant factor concerning the best interests of the child, including the cost of transportation as indicated above. The parties shall pay the uncovered medical costs according to the percentage of the income (Father 74%, Mother 26%) they contribute according to the worksheet.

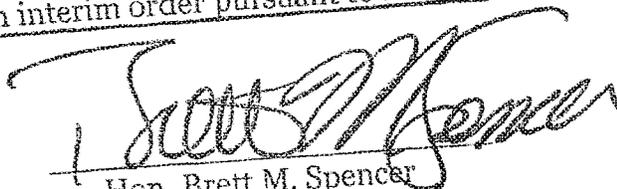
The parties shall share equally the court costs of record in this matter. Deposit to be applied to Michael Farahay's costs.

The Court adopts the Magistrate's Decision and same is effective fourteen days after the filing. Any Objections must be filed according to the Civil Rules of Procedure. In the event written objections to the decision are filed, the Court hereby Orders that this judgment is stayed, except as to custody, residential and parenting status of the parties, the child support Order, spousal support, and visitation which shall be the Order of the Court on an interim basis, all according to the Civil Rule 53 et seq. and 53(E)(4)(c), if applicable and the corresponding Rules of the Juvenile Procedure.

A party shall not assign as error on appeal the Court's adoption of any factual finding or legal conclusion, whether or not specifically designated as a finding of fact or conclusion of law under Juv. R. 40(D)(3)(a)(ii) unless the party timely and specifically objects to the factual finding or legal conclusion as required by Juv. R. 40(D)(3)(b).

Written objections to the magistrate's decision must be filed within fourteen days of the filing of the decision or the filing of the findings of fact and conclusion of law, whichever is later. Objections must comply with Juv. R. 40. If objections are filed this judgment shall be considered an interim order pursuant to Juv. R. 40(D)(4)(e)(ii).

DATE: March 17, 2014


Hon. Brett M. Spencer

To the Clerk: Serve a copy of this Judgment Entry on parties and counsel of record according to the Civil Rules of Procedure. Copy to ACCSEA.

Exhibit I

Total page(s)

COURT OF COMMON PLEAS
JUVENILE DIVISION
ADAMS COUNTY, OHIO

FILED
ADAMS COUNTY
COURT OF COMMON PLEAS
JUVENILE DIVISION

2014 AUG 15 AM 10:43

AMANDA WILSON

CASE No. 20035123

Brett M. Spencer
JUDGE

Plaintiff

vs

JOURNAL ENTRY

MICHAEL FARAHAY

Defendant

RECEIVED AUG 18 2014

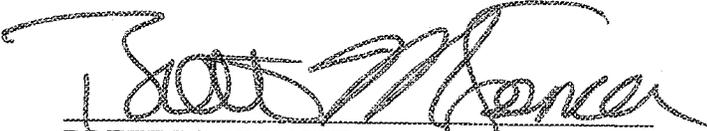
It appearing to the Court, upon review of the file, that Attorney Jon C. Hapner prepared and filed an "ORDER" for the Court Reporter to prepare the In-Camera Interview of the minor child of the parties. Prior to said "Order" by counsel, and on record, a hearing was conducted whereby counsel was advised In-Camera Interviews are not public records, and not disclosed by the Court unless specific allegations of inappropriate behavior are made, and independent review is made confirming same. Counsel ignored said on record instruction for reasons personal to him. 

These hearings are only transcribed upon direction from the Court of Appeals for their review and consideration. 

For this reason, the Court Reporter has not prepared a transcript of the In-Camera Interviews of the child. 

The clerk is instructed to deliver a copy of this Entry to counsel and parties of record.

Approved: *August 15, 2014*


BRETT M. SPENCER, JUDGE

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing (Relator's Volume ~~IV~~ of II incorporated with amended complaint) was issued by Regular U.S. mail/Certified Mail to the following:

Jonathon Coughlan (0026424)
Adams Co. Prosecuting Atty
110 West Main St. Rm. 112
West Union Ohio 45693

*Counsel to Respondent Judge Brett Spencer

David Grimes (0067097)
108 E. Mulberry St.
West Union Ohio 45693

*Counsel to Respondent, Michael Farahay

Judges of the Fourth District Court of Appeals
14 South Paint Street
Chillicothe, Ohio 45601

*Respondent

My signature certifies the document(s) were issued, as indicated above, this 23RD day of March, 2015



Amanda Wilson Iler, Relator