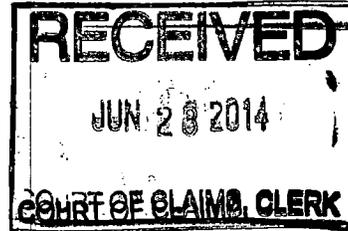


NOTICE OF REMOVAL

TAMI PENTEK, CLERK

Common Pleas Court
25 West Jefferson Street
Jefferson, Ohio 44047

May 20, 2014



COURT OF CLAIMS OF OHIO

TRANSMITTAL OF NOTICE OF REMOVAL REQUEST

Enclosed are copies of all original pleadings filed in Ashtabula County Common Pleas Court in Case No .2014 CV 00161, captioned GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT et al vs BUEHRER GROUP ARCHITECTURE & ENGINEERING INC et al, pursuant to 28 U.S.C. 1441 (a) and 1446 (d). Notice of Removal was received by this Court and filed on MAY,15, 2015.

Tami Pentek, Clerk

By:  Deputy Clerk

cc: GARY L YOST
FILE

IN THE COURT OF COMMON PLEAS, ASHTABULA COUNTY, OHIO
CIVIL DIVISION

GRAND VALLEY LOCAL SCHOOL :
DISTRICT BOARD OF EDUCATION :
111 Grand Valley Ave. West Suite A :
Orwell Ohio 44076, :

and :

OHIO SCHOOL FACILITIES :
COMMISSION, :
30 West Spring Street, 4th Floor :
Columbus, Ohio 43215, :

and :

STATE OF OHIO, :
Through the Ohio School :
Facilities Commission, :
30 West Spring Street, 4th Floor :
Columbus, Ohio 43215, :

Plaintiffs, :

v. :

BUEHRER GROUP :
ARCHITECTURE & ENGINEERING, INC. :
c/o Fan Zhang, Statutory Agent :
7445 Airport Highway :
Holland, Ohio 43528, :

and :

JACK GIBSON CONSTRUCTION CO. :
c/o John C. Gibson, Sr., Statutory Agent :
2460 Parkman Road, NW :
Warren, Ohio 44485, :

and :

MCMILLAN CONSTRUCTION LIMITED :
aka MCMILLAN CONSTRUCTION COMPANY :
c/o David O. McMillan :
26457 State Route 58 :
Wellington, Ohio 44090 :

2014 CV 0161

Case No. _____

JUDGE

COMPLAINT

WITH JURY DEMAND
ENDORSED HEREON

TAMI PENTEK
CLERK OF COURTS
COMMON PLEAS COURT
ASHTABULA CO. OH

2014 FEB 25 P 3:10

FILED

and :

HARTFORD FIRE INSURANCE COMPANY :
10507 Timberwood Circle, Suite 208 :
Louisville, Kentucky 40223 :
c/o Agent: Schiff, Kreidler-Shell, Inc. :
1 West Fourth Street, Suite 1300 :
Cincinnati, Ohio 45202 :

and :

MERCHANTS BONDING COMPANY :
2100 Fleur Drive :
Des Moines, Iowa 50321 :
c/o Agent: Dawson Insurance, Inc. :
1340 Depot Street :
Cleveland, Ohio 44116, :

and :

JOHN DOE CORPORATIONS ONE (1) :
THROUGH TEN (10) :
(Names and Addresses Unknown) :

and :

JOHN DOE BUSINESS ENTITIES :
ONE (1) THROUGH TEN (10) :
(Names and Addresses Unknown) :

and :

JOHN DOE INDIVIDUALS :
ONE (1) THROUGH FIFTY (50) :
(Names and Addresses Unknown) :

Defendants. :

INTRODUCTION, JURISDICTION & VENUE

1. This is an action for money damages and declaratory relief.

2. Plaintiff, Ohio School Facilities Commission ("OSFC"), is an agency of the state of Ohio, organized and existing pursuant to R.C. Chapter 3318, with specific authority to administer and enforce R.C. Chapter 3318 for and on behalf of the state of Ohio, and has the right to sue in its own name.

3. OSFC was formed by the Ohio General Assembly to facilitate the construction and reconstruction of educational buildings throughout the State of Ohio, and its headquarters are located at 30 West Spring Street, 4th Floor, Columbus, Franklin County, Ohio 43215.

4. As part of the OSFC program, school districts are identified to partner with OSFC in the financing and construction of school facilities throughout the State of Ohio.

5. Plaintiff, Grand Valley Local School District Board of Education ("Grand Valley") is a duly constituted Ohio political subdivision, which secured a favorable vote of electors of the Grand Valley Local School District to fund the local share of the school building project with OSFC, which is the subject of this litigation. (OSFC and Grand Valley are collectively referred to as the "Owners").

6. The events that give rise to this action occurred in connection with the design and construction for Grand Valley of the new PK-12 School Building located at 111 Grand Valley Ave. West, Orwell Ohio 44076 (the "Project") which occurred between 2001 and 2005.

7. The Project included among other things the design, engineering, construction, manufacturing, assembly, delivery, and installation of structural steel, roof, flashing, wall, windows, doors, insulation, and masonry systems, site development of storm sewer systems as well as site development, excavation, and preparation of the building identified in the preceding paragraph.

8. Defendant, Buehrer Group Architecture & Engineering, Inc. ("Buehrer"), is, upon information and belief, an Ohio Professional Corporation licensed to do business in Ohio and was

previously engaged in providing architectural and design services. Its agent for service of process is Fan Zhang, 7445 Airport Highway, Holland, Ohio 43528.

9. Buehrer was the Architect and Engineer of record for the Project, performing, designing, and supervising the architectural, engineering, and construction aspects of the Project before, during, and after construction. The acts performed by agents and employees of this Defendant concerning the Project were in connection with their duties with said Defendant, and they were acting in and about the discharge of those duties and within the scope of their employment and/or agency.

10. On or about April 22, 2002, Grand Valley entered into a contract with Buehrer to serve as the Architect and Engineer of record for the Project (the "Buehrer Contract"). Plaintiff OSFC is specifically identified in the Buehrer Contract as an intended third-party beneficiary so as to permit OSFC to obtain full performance of Buehrer's obligations, and thus Grand Valley and OSFC are real parties in interest to the Buehrer Contract. A true and accurate copy of the Buehrer Contract is attached hereto as *Exhibit A* and incorporated by reference as if fully rewritten herein.

11. At all times relevant herein, and upon information and belief, Defendant Jack Gibson Construction Limited, aka Jack Gibson Construction Company ("Gibson") was an Ohio corporation licensed to do and conducting business in the state of Ohio, with its principal place of business located at 2460 Parkman Road, NW, Warren, Ohio 44485, and was a General Trades contractor for the Project. The acts performed by agents and employees of Defendant Gibson concerning the Project were in connection with their duties with said Defendant, and they were acting in and about the discharge of those duties and within the scope of their employment.

12. On or about October 14, 2003, the State of Ohio, through the President and Treasurer of Grand Valley, entered into a contract with Gibson to serve as the General Trades contractor for the

Project (the "Gibson General Trades Contract"), and thus the State of Ohio, through the OSFC and Grand Valley, is the real party in interest to the Gibson General Trades Contract. A true and accurate copy of the Gibson General Trades Contract is attached hereto as *Exhibits B*, and is incorporated by reference as if fully rewritten herein.

13. At all times relevant herein, and upon information and belief, Defendant McMillan Construction Limited (hereinafter "McMillan") was an Ohio corporation licensed to do and conducting business in the state of Ohio, with its principal place of business located at 26457 St Route 58, Wellington, Ohio 44090, and was the early site contractor for the Project. McMillan filed its dissolution on or about October 15, 2007 with the Ohio Secretary of State by David O. McMillan, its authorized representative and its Agent for Service of Process. David O. McMillan's address is 26457 State Route 58, Wellington, Ohio 44090. The acts performed by agents and employees of this Defendant concerning the Project were in connection with their duties with said Defendant, and they were acting in and about the discharge of those duties and within the scope of their employment.

14. On or around May 28, 2003, the State of Ohio, through the President and Treasurer of Grand Valley, entered into a contract with McMillan to serve as the early site contractor for the Project (the "McMillan Contract"). The State of Ohio, through the OSFC and Grand Valley is the real party in interest to the McMillan Contract. A true and accurate copy of the McMillan Contract is attached hereto as *Exhibits C*, and is incorporated by reference as if fully rewritten herein.

15. Defendant Hartford Fire Insurance Company (hereinafter "Hartford Fire") is a corporation licensed to issue insurance, including surety bonds, with its principal place of business being 10507 Timberwood Circle, Suite 208, Louisville, Kentucky. Its duly authorized agent is Schiff, Kreidler-Shell, Inc., 1 West Fourth Street, Suite 1300, Cincinnati, Ohio 45202. Hartford Fire issued the

surety bond for Defendant Gibson on its contract as set forth above, a copy of which is incorporated by reference and attached as *Exhibit B*; the surety bond for Defendant Jack Gibson Construction Company on its contract, a copy of which is incorporated by reference and attached as *Exhibit D*.

16. Defendant Merchants Bonding Company (hereinafter "Merchants") is a corporation licensed to issue insurance, including surety bonds, with its principal place of business being 2100 Fleur Drive, Des Moines, Iowa 50321. Its duly authorized agent is Dawson Insurance, Inc., 1340 Depot Street, Cleveland, Ohio 44116. Merchants issued the surety bond for Defendant McMillan on its contract as set forth above, a copy of which is incorporated by reference and attached as *Exhibit C*; the surety bond for Defendant McMillan on its contract, a copy of which is incorporated by reference and attached as *Exhibit E*.

17. At all times relevant herein, Defendants John Doe Corporations One (1) through Ten (10), and/or John Doe Business Entities One (1) through Ten (10), and/or John Doe Individuals One (1) through Fifty (50), whose identities are currently unknown to the Plaintiffs because they could not discover their names, executed pay applications and/or are legally responsible for the damages alleged hereinafter and/or are the individuals who are officers, directors, principals, and/or employees of Defendants, and conducted and/or are responsible for the activities as set forth in this Complaint.

18. Each of the aforementioned contracts, *Exhibits A-C*, incorporates by reference additional documents, including without limitation the Ohio School Design Manual, General Conditions and Specifications, Plans and Specifications, Special Conditions, manufacturers' specifications and installation guidelines, applicable building codes, later written and executed amendments, and the like (collectively, the "Contract Documents"). These additional documents are part of the

aforementioned contracts, but are not attached as they are voluminous and each Defendant should have them in its possession; regardless, the additional documents will be produced upon request.

19. Among other things, Defendants failed to perform and otherwise breached certain terms under their respective contracts, breached expressed and implied warranties, failed to correct defective materials and installations, breached their respective standards of care, failed to perform in a workmanlike manner, and/or otherwise failed to comply with the requirements of the Contract Documents, and their failures have directly and proximately caused the Owners to incur additional costs and damages, including without limitation repairing and replacing defective work and products, placing the buildings in the condition contemplated by the parties, and diminution in the fair market value of the buildings for the remaining conditions which are not susceptible to repair without economic waste. The Plaintiffs are currently in the process of repairing and replacing the defective and non-complying work, and the amount of damages are not therefore final, but are in excess of \$6,000,000.00.

20. Defendant Hartford Fire under the terms and conditions of its surety bond is jointly and severely responsible for the damage proximately caused by Defendant Gibson, and Defendant Merchants under the terms and conditions of its surety bond is jointly and severely responsible for the damage proximately caused by Defendant McMillan, as herein set forth.

21. This Court has subject matter and personal jurisdiction of this action because, at all times relevant herein, the parties were doing business and/or domiciled in the State of Ohio.

22. Pursuant to Civ.R. 3(B), venue is proper in Ashtabula County, Ohio because the actions and omissions that give rise to Plaintiffs' claims occurred in Ashtabula County and the real property at issue is located in said county.

FIRST CLAIM FOR RELIEF:
BREACH OF CONTRACTS BY GIBSON

23. Plaintiffs incorporate paragraphs 1-22 above as if fully rewritten herein.
24. Plaintiffs performed all of their obligations under the Gibson General Trades Contract and all conditions precedent to bringing this action.
25. Defendant Gibson is liable to Plaintiffs for breach of the Gibson General Trades Contract by, among other things, failing to construct the Project in compliance with the Contract Documents, including without limitation the plans and specifications; failing to perform under and otherwise comply with the terms and conditions in the Gibson General Trades Contract; failing to correct defective materials and installations; failing to correctly perform repairs and remediation; and otherwise failing to perform in a workmanlike manner.
26. As a direct and proximate result of Gibson's breaches of its contracts, Plaintiffs have incurred and will incur additional costs and damages to repair and replace defective and non-complying work and materials in an amount in excess of \$25,000.00, plus pre-judgment interest other compensatory and consequential damages, to be proven at trial.

SECOND CLAIM FOR RELIEF:
BREACH OF CONTRACT BY MCMILLAN

27. Plaintiffs incorporate paragraphs 1-26 above as if fully rewritten herein.
28. Plaintiffs performed all of their obligations under the McMillan Contract and all conditions precedent to bringing this action.
29. Defendant McMillan is liable to Plaintiffs for breach of the McMillan Contract by, among other things, failing to construct the Project in compliance with the Contract Documents, including without limitation the plans and specifications; failing to perform under and otherwise comply with the terms and conditions in the McMillan Contract; failing to correct defective materials and

installations; failing to correctly perform repairs and remediation; and otherwise failing to perform in a workmanlike manner.

30. As a direct and proximate result of McMillan's breaches of its contract, Plaintiffs have incurred and will incur additional costs and damages to repair and replace defective and non-complying work and materials in an amount in excess of \$25,000.00, plus pre-judgment interest, and other compensatory and consequential damages, to be proven at trial.

THIRD CLAIM FOR RELIEF:
BREACH OF EXPRESS & IMPLIED WARRANTIES BY GIBSON

31. Plaintiffs incorporate paragraphs 1-30 above as if fully rewritten herein.

32. At all times relevant herein, Defendant Gibson was engaged in the design, formulation, production, creation, construction, assembly, sale, distribution, supplying, preparation, labeling, installation, repair, and/or maintenance of the general trades scope of work and materials related to the Project.

33. Defendant Gibson expressly and impliedly warranted that its work and materials were free from defect in material or workmanship and were otherwise of good and merchantable quality and fitness for their intended uses.

34. Plaintiffs and/or their agents timely notified Defendant Gibson of defects in the materials and workmanship and that the same were otherwise not fit for their intended use, but Defendant Gibson has refused to honor its express and implied warranties.

35. Defendant Gibson breached the express and implied warranties by failing, among other things, to provide workmanship and materials of good and merchantable quality and fitness for their intended uses.

36. As a direct and proximate result of Defendant Gibson's breach of express and implied warranties, Plaintiffs have incurred additional costs and damages to repair and replace defective and

non-complying work and materials in an amount in excess of \$25,000.00, plus pre-judgment interest, and other compensatory and consequential damages, to be proven at trial.

FOURTH CLAIM FOR RELIEF:
BREACH OF EXPRESS & IMPLIED WARRANTIES BY MCMILLAN

37. Plaintiffs incorporate paragraphs 1-36 above as if fully rewritten herein.
38. At all times relevant herein, Defendant McMillan was engaged in the design, formulation, production, creation, construction, assembly, sale, distribution, supplying, preparation, labeling, installation, repair, and/or maintenance of the parking lots and materials related to the Project.
39. Defendant McMillan expressly and impliedly warranted that its work and materials were free from defect in material or workmanship and were otherwise of good and merchantable quality and fitness for their intended uses.
40. Plaintiffs and/or their agents timely notified Defendant McMillan of defects in the materials and workmanship and that the same were otherwise not of good and merchantable quality and fitness for their intended uses, but Defendant McMillan has refused to honor its express and implied warranties.
41. Defendant McMillan breached its express and implied warranties by failing, among other things, to provide workmanship and materials of good and merchantable quality and fitness for their intended uses.
42. As a direct and proximate result of Defendant McMillan's breach of express and implied warranties, Plaintiffs have incurred additional costs and damages to repair and replace defective and non-complying work and materials in an amount in excess of \$25,000.00, plus pre-judgment interest, and other compensatory and consequential damages, to be proven at trial.

FIFTH CLAIM FOR RELIEF:
SURETY BOND CLAIMS AGAINST HARTFORD FIRE

43. Plaintiffs incorporate the allegations set forth in Paragraphs 1-42 above as if fully rewritten herein.

44. Pursuant to R.C. 153.54, Defendant Hartford Fire submitted bond (*Exhibits D*), which obligated Defendant Hartford Fire to indemnify Plaintiffs OSFC and Grand Valley up to the limits of the contract between Plaintiffs and Gibson for all damages incurred by Plaintiffs as a result of failure on the part of Gibson to perform its General Trades Contract according to the provisions therein and in accordance with the plans, details, specifications and bills of materials as set forth in the Contract Documents concerning the Project.

45. Pursuant to Ohio law and the bond issued by it, Defendant Hartford Fire is required to indemnify Plaintiffs, and is therefore jointly and severally liable for damages incurred by Plaintiffs as a proximate result of the breaches by Gibson as herein set forth.

46. Defendant Hartford Fire, as a result of the liability of Defendants Gibson to Plaintiffs for damages as set forth in this Complaint, is liable to the Plaintiffs for all damages incurred by Plaintiffs up to the full amounts of the bond.

SIXTH CLAIM FOR RELIEF:
SURETY BOND CLAIMS AGAINST MERCHANTS

47. Plaintiffs incorporate the allegations set forth in Paragraphs 1-46 above as if fully rewritten herein.

48. Pursuant to R.C. 153.54, Defendant Merchants submitted bond (*Exhibits E*), which obligated Defendant Merchants to indemnify Plaintiffs OSFC and Grand Valley up to the limits of the contract between Plaintiffs and McMillan for all damages incurred by Plaintiffs as a result of failure on the part of McMillan to perform its McMillan Contract according to the provisions therein and in

accordance with the plans, details, specifications and bills of materials as set forth in the Contract Documents concerning the Project.

49. Pursuant to Ohio law and the bond issued by it, Defendant Merchants is required to indemnify Plaintiffs, and is therefore jointly and severally liable for damages incurred by Plaintiffs as a proximate result of the breaches by McMillan as herein set forth.

50. Defendant Merchants, as a result of the liability of Defendant McMillan to Plaintiffs for damages as set forth in this Complaint, is liable to the Plaintiffs for all damages incurred by Plaintiffs up to the full amounts of the bond.

SEVENTH CLAIM FOR RELIEF:
BREACH OF CONTRACT BY BUEHRER

51. Plaintiffs incorporate paragraphs 1-50 above as if fully rewritten herein.

52. Plaintiffs performed all of their obligations under the Buehrer Contract and all conditions precedent to bringing this action.

53. Defendant Buehrer is liable to Plaintiffs for breach of the Buehrer Contract by, among other things, failing to properly design the Project; failing to perform its obligation in compliance with the Contract Documents; failing to perform under and otherwise comply with the terms and conditions in the Buehrer Contract; failing to observe, detect, correct, and protect the Owners from defective designs, materials, and installations; and failing to meet the standard of care as the Architect and Engineer of Record on the Project.

54. As a direct and proximate result of Buehrer's breach of contract, Plaintiffs have incurred and will incur additional costs and damages to repair and replace defective and non-complying designs, workmanship and materials in an amount in excess of \$25,000.00, plus pre-judgment interest, and other compensatory and consequential damages, to be proven at trial.

EIGHTH CLAIM FOR RELIEF:
NEGLIGENCE OF BUEHRER

55. Plaintiffs incorporate paragraphs 1-54 above as if fully rewritten herein.

56. Defendant Buehrer was negligent in its performance concerning the Project, and otherwise failed to properly perform its duties as Architect and Engineer of Record within the professional standard of care.

57. As a direct and proximate result of the negligence of Defendant Buehrer, Plaintiffs have incurred and will incur additional costs and damages to repair and replace defective and non-complying designs, work and materials in an amount in excess of \$25,000.00, plus pre-judgment interest, and other compensatory and consequential damages, to be proven at trial.

NINTH CLAIM FOR RELIEF:
LIABILITY OF JOHN DOE CORPORATIONS ONE (1) THROUGH TEN (10)

58. Plaintiffs incorporate paragraphs 1-57 above as if fully rewritten herein.

59. At all times relevant herein, Defendants John Doe Corporations One (1) through Ten (10), and/or John Doe Business Entities One (1) through Ten (10), and/or John Doe Individuals One (1) through Fifty (50), whose identities are currently unknown to Plaintiffs because they could not discover their names, may have breached contracts and/or express and implied warranties, may have been negligent, may have made negligent misrepresentations, and/or may be legally responsible for the damages incurred by Plaintiffs, and/or are the individuals who are officers, directors, principals, and/or employees of Defendants who may be individually and personally responsible for the activities as set forth in this Complaint, and thus may be liable to Plaintiffs for the damages incurred by Plaintiffs.

60. As a direct and proximate result of the actions of these as yet unidentified Defendants, Plaintiffs have incurred and will incur additional costs and damages in excess of \$25,000.00, plus

pre-judgment interest, and other compensatory and consequential damages, to be proven at trial.

TENTH CLAIM FOR RELIEF:
DECLARATORY RELIEF

61. Plaintiffs incorporate paragraphs 1-60 above as if fully rewritten herein.
62. This is a claim for declaratory judgment pursuant to Ohio Revised Code Chapter 2721 to determine the rights and duties of the parties to the Buehrer Contract, Gibson General Trades Contract, McMillan Contract, and the Surety Bonds issued by Hartford Fire and Merchants, attached hereto as *Exhibits A-E*, respectively.
63. There are genuine, material disputes as to the terms and conditions and rights, duties, and responsibilities under each of the aforementioned contracts for which Plaintiffs are entitled to declaratory judgment as to each.

WHEREFORE, Plaintiffs respectfully request this Court to enter judgment in their favor and against Defendants as follows:

1. Upon Plaintiffs' First Claim for Relief against Defendant Gibson for all damages incurred in an amount in excess of \$25,000.00, plus interest, costs, fees, and any other recovery which Plaintiffs are legally entitled to recover from Defendant.
2. Upon Plaintiffs' Second Claim for Relief against Defendant McMillan for all damages incurred in an amount in excess of \$25,000.00, plus interests, costs, fees, and any other recovery which Plaintiffs are legally entitled to recover from Defendant.
3. Upon Plaintiffs' Third Claim for Relief against Defendant Gibson for all damages incurred in an amount in excess of \$25,000.00, plus interest, costs, fees, and any other recovery which Plaintiffs are legally entitled to recover from Defendant.
4. Upon Plaintiffs' Fourth Claim for Relief against Defendant McMillan for all damages incurred in an amount in excess of \$25,000.00, plus interest, costs, fees, and any other

recovery which Plaintiffs are legally entitled to recover from Defendant.

5. Upon Plaintiffs' Fifth Claim for Relief against Defendant Hartford Fire jointly and severally for all damages and costs awarded against Defendant Gibson upon Plaintiffs' First and Third Claims for Relief.

6. Upon Plaintiffs' Sixth Claim for Relief against Defendant Merchants jointly and severally for all damages and costs awarded against Defendant McMillan upon Plaintiffs' Second and Fourth Claims for Relief.

7. Upon Plaintiffs' Seventh Claim for Relief against Defendant Buehrer for all damages incurred in an amount in excess of \$25,000.00, plus interest, costs, fees, and any other recovery which Plaintiffs are legally entitled to recover from Defendant.

8. Upon Plaintiffs' Eighth Claim for Relief against Defendant Buehrer for all damages incurred in an amount in excess of \$25,000.00, plus interest, costs, fees, and any other recovery which Plaintiffs are legally entitled to recover from Defendant.

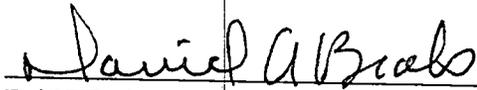
9. Upon Plaintiffs' Ninth Claim for Relief against each John Doe Defendant individually and jointly and severally for all damages incurred in an amount in excess of \$25,000.00, plus interest, costs, fees, and any other recovery which Plaintiffs are legally entitled to recover from Defendant.

10. Upon Plaintiffs' Tenth Claim for Relief for declaratory judgment declaring the rights and responsibilities of Plaintiffs and Defendants under the Buehrer Contract, the Gibson General Trades Contract, the McMillan Contract, and the Surety Bonds issued by Hartford Fire and Merchants.

11. Upon all Claims for Relief for all costs and fees incurred and such other relief as is necessary to provide Plaintiffs complete relief.

Respectfully submitted,

MICHAEL DeWINE
Attorney General of Ohio



DAVID A. BEALS (0038495)
JERRY K. KASAI (0067795)
Assistant Attorneys General
Court of Claims Defense
150 East Gay Street, 18th Floor
Columbus, OH 43215
Phone (614) 466-7447; Fax (614) 644-9185
E-mail: david.beals@ohioattorneygeneral.gov
jerry.kasai@ohioattorneygeneral.gov

JURY DEMAND

Now comes Plaintiffs, by and through their attorneys, and demand a jury of eight (8) persons to hear the within cause.



DAVID A. BEALS (0038495)
Assistant Attorney General

CRTR5925

Summary

<u>Case Number</u>	<u>Status</u>	<u>Judge</u>	
2014 CV 00161	CLOSED	YOST, GARY L	
<u>In The Matter Of</u>		<u>Action</u>	
GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT et al vs. BUEHRER GROUP ARCHITECTURE & ENGINEERING INC et al		CIVIL COMPLAINT OTHER CIVIL	
<u>Party</u>		<u>Attorneys</u>	
GRAND VALLEY LOCAL SCHOOL DISTRICT PLNTF BOARD OF EDUCAT		RILEY, DAVID J	
OHIO SCHOOL FACILITIES COMMISSION PLNTF		BEALS, DAVID A	
BUEHRER GROUP ARCHITECTURE & ENGINEERING INC ZHANG, FAN	DFNDT SA	LEE ESQ, BRIAN C	
JACK GIBSON CONSTRUCTION CO GIBSON SR, JOHN C	DFNDT SA	GERLING, JOSEPH A	
MCMILLAN CONSTRUCTION LIMITED MCMILLAN CONSTRUCTION COMPANY	DFNDT AKA		
HARTFORD FIRE INSURANCE COMPANY	DFNDT	BUZBY, BRIAN L.	
MERCHANTS BONDING COMPANY	DFNDT	WITHEE, STEPHEN	
JOHN DOE CORPORATIONS ONE 1 THROUGH TEN 10	DFNDT		
JOHN DOE BUSINESS ENTITIES ONE 1 THROUGH TEN 10	DFNDT		
JOHN DOE INDIVIDUALS ONE 1 THROUGH FIFTY 50	DFNDT		
STATE OF OHIO THROUGH THE OHIO FACILITIES COMM	PLNTF	BEALS, DAVID A	
JACK GIBSON CONSTRUCTION CO GIBSON SR, JOHN C	3P SA		
VELOTTA ASPHALT PAVING COMPANY INC	3D		
BOAK & SONS INC BOAK, SAMUEL G	3D SA		
PUSTELAK, WILLIAM J PUSTELAK INC	3D DBA		
<u>Opened</u>	<u>Disposed</u>	<u>Case Type</u>	
02/25/2014	(COC) Bankruptcy stay or interlocutory appeal	Civil (Common Pleas)	
<u>Comments:</u>			
No.	Date of Pleadings Filed, Orders and Decrees	Amount Owed/	Balance Due

CRTR5925

Summary

2014 CV 00161 GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT et al vs. BUEHRER

		Journal Book-Page-Nbr	Ref Nbr	Amount	Dismissed	
No.	Date of Pleadings Filed, Orders and Decrees	Journal Book-Page-Nbr	Ref Nbr	Amount	Owed/ Dismissed	Balance Due
1	06/05/14	COPIES MADE		5.00		5.00
2	06/05/14	COMPLETE RECORD		2.00		2.00
3	06/05/14	JUDGMENT ENTRY RE: ORDERED THAT ALL PROCEEDINGS IN THE WITHIN CAUSE OF ACTION ARE HEREBY SUSPENDED AND STAYED, SUBJECT TO FURTHER ORDER OR FINAL DISPOSITION OF THE AFORESAID PROCEEDINGS BY THE COURT OF CLAIMS OF OHIO. THIS CASE IS TO BE PLACED ON INACTIVE STATUS, SUBJECT TO REACTIVATION UPON REMAND BY THE COURT OF CLAIMS OF OHIO. COPIES TO: MCMILLAN CONSTRUCTION LIMITED (Defendant); VELOTTA ASPHALT PAVING COMPANY INC (3rd Party Defendant); BOAK & SONS INC (3rd Party Defendant); WILLIAM J PUSTELAK (3rd Party Defendant); ; BRIAN L. BUZBY (Attorney) on behalf of HARTFORD FIRE INSURANCE COMPANY (Defendant); BRIAN C LEE ESQ (Attorney) on behalf of BUEHRER GROUP ARCHITECTURE & ENGINEERING INC (Defendant); JOSEPH A GERLING (Attorney) on behalf of JACK GIBSON CONSTRUCTION CO (Defendant); DAVID J RILEY (Attorney) on behalf of GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT (Plaintiff); STEPHEN WITHEE (Attorney) on behalf of MERCHANTS BONDING COMPANY (Defendant); DAVID A BEALS (Attorney) on behalf of GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT, OHIO SCHOOL FACILITIES COMMISSION (Plaintiff)		4.00		4.00
4	05/30/14	POSTAGE COSTS (MAILED ON 6-9-2014)		0.48		0.48
5	05/30/14	UNSUCCESSFUL SERVICE Method : COMMON PLEAS-Certified Mail Issued : 05/16/2014 Service : Added Party Summons (Commons Pleas) Served : Return : 05/30/2014 On : VELOTTA ASPHALT PAVING COMPANY INC Signed By : RETURN TO SENDER/UNABLE TO FORWARD Reason : COMMON PLEAS UNSUCCESSFUL SERVICE Comment : JOSPEH GERLING NOTIFIED Tracking #: 71969008911108035019		1.00		1.00
6	05/27/14	POSTAGE COSTS (MAILED ON 6-6-2014)		0.48		0.48

CRTR5925

Summary

2014 CV 00161 GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT et al vs. BUEHRER

No.	Date of Pleadings Filed, Orders and Decrees Journal Book-Page-Nbr	Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
7	05/27/14 UNSUCCESSFUL SERVICE Method : COMMON PLEAS-Certified Mail Issued : 05/16/2014 Service : Added Party Summons (Commons Pleas) Served : Return : 05/27/2014 On : PUSTELAK, WILLIAM J Signed By : NOT DELIVERABLE AS ADDRESSED Reason : COMMON PLEAS UNSUCCESSFUL SERVICE Comment : JOSEPH A GERLING NOTIFIED Tracking #: 71969008911108035033		1.00	1.00
8	05/22/14 SUCCESSFUL SERVICE Method : COMMON PLEAS-Certified Mail Issued : 05/16/2014 Service : Added Party Summons (Commons Pleas) Served : 05/20/2014 Return : 05/22/2014 On : BOAK & SONS INC Signed By : KATHY COOK Reason : COMMON PLEAS SUCCESSFUL SERVICE Comment : Tracking #: 71969008911108035026		1.00	1.00
9	05/16/14 Issue Date: 05/16/2014 Service: Added Party Summons / THIRD PARTY COMPLAINT Method: COMMON PLEAS-Certified Mail Cost Per: \$ 11.32 VELOTTA ASPHALT PAVING COMPANY INC PO BOX 1930 4964 CAMPBELL ROAD WILLOUGHBY, OH 44096 Tracking No: 71969008911108035019 BOAK & SONS INC C/O SAMUEL G BOAK STATUTORY AGENT 75 VICTORIA ROAD YOUNGSTOWN, OH 44515 Tracking No: 71969008911108035026 PUSTELAK, WILLIAM J 9070 PEACH STREET WATERFORD, PA 16441 Tracking No: 71969008911108035033		33.96	33.96

CRTR5925

Summary

2014 CV 00161 GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT et al vs. BUEHRER

No.	Date of Pleadings Filed, Orders and Decrees Journal Book-Page-Nbr	Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
10	05/16/14	SUMMONS ISSUED	2.00	2.00
11	05/15/14	TRANSMITTAL OF NOTICE OF REMOVAL REQUEST ISSUED TO JUDGE GARY L YOST WITH COPY OF NOTICE OF REMOVAL ATTACHED.	1.00	1.00
12	05/15/14	NOTICE OF FILING NOTICE OF REMOVAL WITH CERTIFICATE OF SERVICE AND REMOVAL TO JUDGE GARY L YOST WITH COPY OF NOTICE OF REMOVAL ATTACHED.	8.00	8.00
13	05/12/14	**FAX** DEFT., BUEHRER GROUP ARCHITECTURE & ENGINEERING, INC'S ANSWER FILED WITH JURY DEMAND AND CERTIFICATE OF SERVICE. BRIAN C LEE ESQ (Attorney) on behalf of BUEHRER GROUP ARCHITECTURE & ENGINEERING INC (Defendant)	1.00	1.00
14	05/08/14	COPIES MADE FOR SERVICE (1 PROVIDED)	58.50	58.50
15	05/08/14	COMPLETE RECORD	117.00	117.00
16	05/08/14	THIRD PARTY COMPLAINT FILED WITH CERT OF SERVICE JOSEPH A GERLING (Attorney) on behalf of JACK GIBSON CONSTRUCTION CO (Defendant)	25.00	25.00
17	05/08/14	COMPLETE RECORD	42.00	42.00
18	05/08/14	ANSWER AND COUNTERCLAIM OF DEFENDANT JACK GIBSON CONSTRUCTION COMPANY FILED WITH CERTIFICATE OF SERVICE JOSEPH A GERLING (Attorney) on behalf of JACK GIBSON CONSTRUCTION CO (Defendant)	25.00	25.00
19	05/08/14	DEPOSIT RECEIVED - ANSWER & COUNTERCLAIM; THIRD PARTY COMPLAINT Receipt: 166093 Date: 05/08/2014 JACK GIBSON CONSTRUCTION CO (3rd Party Plaintiff); ; JOSEPH A GERLING (Attorney) on behalf of JACK GIBSON CONSTRUCTION CO (Defendant)	200.00	0.00
20	05/05/14	ANSWER OF DEFT., HARTFORD FIRE INSURANCE COMPANY FILED WITH CERTIFICATE OF SERVICE BY	9.00	9.00

CRTR5925

Summary

2014 CV 00161 GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT et al vs. BUEHRER

No.	Date of Pleadings Filed, Orders and Decrees Journal Book-Page-Nbr	Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
21	05/05/14	NOTICE OF SERVICE OF RESPONSES TO DEFT/MERCHANTS BONDING COMPANY'S FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS TO PLTF'S GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF ELECTION, OHIO SCHOOL FACILITIES COMMISSION, AND THE STATE OF OHIO FILED WITH CERTIFICATE OF SERVICE BY DAVID A BEALS (Attorney) on behalf of GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT, OHIO SCHOOL FACILITIES COMMISSION, STATE OF OHIO THROUGH THE OHIO FACILITIES COMM (Plaintiff)	2.00	2.00
22	05/05/14	NOTICE OF SERVICE OF PLAINTIFF'S FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFT/MERCHANTS BONDING COMPANY FILED WITH CERTIFICATE OF SERVICE BY DAVID A BEALS (Attorney) on behalf of GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT (Plaintiff) DAVID A BEALS (Attorney) on behalf of GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT, OHIO SCHOOL FACILITIES COMMISSION, STATE OF OHIO THROUGH THE OHIO FACILITIES COMM (Plaintiff)	3.00	3.00
23	04/29/14	NOTICE OF APPEARANCE OF ATTY DAVID J RILEY (Attorney) on behalf of GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT (Plaintiff)	4.00	4.00
24	04/15/14	POSTAGE COSTS (MAILED ON APRIL 16, 2014)	2.88	2.88
25	04/15/14	COPIES MADE	1.50	1.50
26	04/15/14	COMPLETE RECORD	1.00	1.00
27	04/15/14	ORDER GRANTING MOTION FOR EXTENSION OF TIME FOR DEFTS TO FILE THEIR ANSWER TO PLAINTIFF'S COMPLAINT GRANTED, DEFT SHALL FILE THEIR RESPONSE ON OR BEFORE MAY 12, 2014. SO ORDERED. COPIES TO: MCMILLAN CONSTRUCTION LIMITED (Defendant); HARTFORD FIRE INSURANCE COMPANY (Defendant); MERCHANTS BONDING COMPANY (Defendant); ; BRIAN C LEE ESQ (Attorney) on behalf of BUEHRER GROUP ARCHITECTURE & ENGINEERING INC (Defendant); JOSEPH A GERLING (Attorney) on behalf of JACK GIBSON CONSTRUCTION CO (Defendant); DAVID A BEALS (Attorney) on behalf of GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT, OHIO SCHOOL FACILITIES COMMISSION, STATE OF OHIO THROUGH THE OHIO FACILITIES COMM (Plaintiff)	2.00	2.00

CRTR5925

Summary

2014 CV 00161 GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT et al vs. BUEHRER

632-1339-

No.	Date of	Pleadings Filed, Orders and Decrees Journal Book-Page-Nbr	Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
28	04/15/14	POSTAGE COSTS (MAILED ON 4-15-14)		2.88	2.88
29	04/15/14	COPIES MADE		2.50	2.50
30	04/15/14	COMPLETE RECORD		3.00	3.00
31	04/15/14	EXTENTION OF TIME FOR DEFT., HARTFORD FIRE INSURANCE CO., TO MOVE OR PLEAD TO PLTF'S. COMPLAINT ALLOWED. (TSC'S TO: MCMILLAN CONSTRUCTION LIMITED (Defendant); HARTFORD FIRE INSURANCE COMPANY (Defendant); ; BRIAN L. BUZBY (Attorney) on behalf of HARTFORD FIRE INSURANCE COMPANY (Defendant); BRIAN C LEE ESQ (Attorney) on behalf of BUEHRER GROUP ARCHITECTURE & ENGINEERING INC (Defendant); JOSEPH A GERLING (Attorney) on behalf of JACK GIBSON CONSTRUCTION CO (Defendant); STEPHEN WITHEE (Attorney) on behalf of MERCHANTS BONDING COMPANY (Defendant); DAVID A BEALS (Attorney) on behalf of GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT, OHIO SCHOOL FACILITIES COMMISSION, STATE OF OHIO THROUGH THE OHIO FACILITIES COMM (Plaintiff) 632-1340-		6.00	6.00
32	04/14/14	POSTAGE COSTS (MAILED ON APRIL 18, 2014)		2.40	2.40
33	04/14/14	COPIES MADE		2.00	2.00
34	04/14/14	COMPLETE RECORD		3.00	3.00
35	04/14/14	STIPULATION FOR EXTENSION OF TIME FOR DEFT JACK GIBSON CONSTRUCTION CO TO MOVE OR PLEAD TO PLAINTIFF'S COMPLAINT FILED, CERT OF SERVICE FILED. COPIES TO: MCMILLAN CONSTRUCTION LIMITED (Defendant); ; BRIAN L. BUZBY (Attorney) on behalf of HARTFORD FIRE INSURANCE COMPANY (Defendant); BRIAN C LEE ESQ (Attorney) on behalf of BUEHRER GROUP ARCHITECTURE & ENGINEERING INC (Defendant); JOSEPH A GERLING (Attorney) on behalf of JACK GIBSON CONSTRUCTION CO (Defendant); STEPHEN WITHEE (Attorney) on behalf of MERCHANTS BONDING COMPANY (Defendant); DAVID A BEALS (Attorney) on behalf of GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT, OHIO SCHOOL FACILITIES COMMISSION, STATE OF OHIO THROUGH THE OHIO		4.00	4.00

CRTR5925

Summary

2014 CV 00161 GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT et al vs. BUEHRER

FACILITIES COMM (Plaintiff)
632-1097-

No.	Date of	Pleadings Filed, Orders and Decrees Journal Book-Page-Nbr Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
36	04/10/14	STIPULATED MOTION FOR EXTENSION OF TIME TO FILE ANSWER TO COMPLAINT , WITH CERTIFICATE OF SERVICE. BY Attorney: LEE ESQ, BRIAN C (0081675) BRIAN C LEE ESQ (Attorney) on behalf of BUEHRER GROUP ARCHITECTURE & ENGINEERING INC (Defendant)	4.00	4.00
37	04/10/14	ANSWER OF DEFT. MERCHANTS BONDING COMPANY FILED WITH CERTIFICATE OF SERVICE BY STEPHEN WITHEE (Attorney) on behalf of MERCHANTS BONDING COMPANY (Defendant)	1.00	1.00
38	04/09/14	*** FAXED *** STIPULATED MOTION FOR EXTENSION OF TIME TO FILE ANSWER TO COMPLAINT, WITH CERTIFICATE OF SERVICE. BY Attorney: LEE ESQ, BRIAN C (0081675) BRIAN C LEE ESQ (Attorney) on behalf of BUEHRER GROUP ARCHITECTURE & ENGINEERING INC (Defendant); JOSEPH A GERLING (Attorney) on behalf of JACK GIBSON CONSTRUCTION CO (Defendant); DAVID A BEALS (Attorney) on behalf of GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT, OHIO SCHOOL FACILITIES COMMISSION, STATE OF OHIO THROUGH THE OHIO FACILITIES COMM (Plaintiff)	5.00	5.00
39	03/31/14	PLAINTIFF'S SUPPLEMENTAL FILING OF EXHIBITS TO COMPLAINT, WITH CERT. OF SERVICE. BY DAVID A BEALS (Attorney) on behalf of GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT, OHIO SCHOOL FACILITIES COMMISSION, STATE OF OHIO THROUGH THE OHIO FACILITIES COMM (Plaintiff)	56.00	56.00
40	03/31/14	UNSUCCESSFUL SERVICE Method : COMMON PLEAS-Certified Mail Issued : 03/10/2014 Service : CIVIL SUMMONS 20 (Commons Pleas) Served : Return : 03/31/2014 On : HARTFORD FIRE INSURANCE COMPANY Signed By : Reason : COMMON PLEAS UNSUCCESSFUL SERVICE Comment : NOT DELIVERABLE AS ADDRESSED - ATTY NOTIFIED Tracking #: 71969008911111763886	1.00	1.00

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Summary

2014 CV 00161 GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT et al vs. BUEHRER

No.	Date of	Pleadings Filed, Orders and Decrees Journal Book-Page-Nbr	Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
41	03/28/14	NOTICE OF APPEARANCE OF COUNSEL JOSEPH A GERLING (Attorney) on behalf of JACK GIBSON CONSTRUCTION CO (Defendant) WITH CERTIFICATE OF SERVICE.		3.00	3.00
42	03/21/14	SUCCESSFUL SERVICE Method : COMMON PLEAS-Certified Mail Issued : 03/10/2014 Service : CIVIL SUMMONS 20 (Commons Pleas) Served : 03/18/2014 Return : 03/21/2014 On : MERCHANTS BONDING COMPANY Signed By : ILLEGIBLE SIGNATURE Reason : COMMON PLEAS SUCCESSFUL SERVICE Comment : Tracking #: 71969008911111763909		1.00	1.00
43	03/19/14	SUCCESSFUL SERVICE Method : COMMON PLEAS-Certified Mail Issued : 03/10/2014 Service : CIVIL SUMMONS 20 (Commons Pleas) Served : 03/17/2014 Return : 03/19/2014 On : HARTFORD FIRE INSURANCE COMPANY Signed By : ILLEGIBLE SIGNATURE Reason : COMMON PLEAS SUCCESSFUL SERVICE Comment : Tracking #: 71969008911111763879		1.00	1.00
44	03/17/14	SUCCESSFUL SERVICE Method : COMMON PLEAS-Certified Mail Issued : 03/10/2014 Service : CIVIL SUMMONS 20 (Commons Pleas) Served : 03/12/2014 Return : 03/17/2014 On : MERCHANTS BONDING COMPANY Signed By : ILLEGIBLE SIGNATURE Reason : COMMON PLEAS SUCCESSFUL SERVICE Comment : Tracking #: 71969008911111763893		1.00	1.00

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Summary

2014 CV 00161 GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT et al vs. BUEHRER

No.	Date of	Pleadings Filed, Orders and Decrees Journal Book-Page-Nbr	Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
45	03/17/14	SUCCESSFUL SERVICE Method : COMMON PLEAS-Certified Mail Issued : 03/10/2014 Service : CIVIL SUMMONS 20 (Commons Pleas) Served : 03/12/2014 Return : 03/17/2014 On : JACK GIBSON CONSTRUCTION CO Signed By : M HUGHES Reason : COMMON PLEAS SUCCESSFUL SERVICE Comment : Tracking #: 71969008911111763855		1.00	1.00
46	03/17/14	SUCCESSFUL SERVICE Method : COMMON PLEAS-Certified Mail Issued : 03/10/2014 Service : CIVIL SUMMONS 20 (Commons Pleas) Served : 03/13/2014 Return : 03/17/2014 On : BUEHRER GROUP ARCHITECTURE & ENGINEERING INC Signed By : MARK ??? Reason : COMMON PLEAS SUCCESSFUL SERVICE Comment : Tracking #: 71969008911111763848		1.00	1.00
47	03/13/14	SUCCESSFUL SERVICE Method : COMMON PLEAS-Certified Mail Issued : 03/10/2014 Service : CIVIL SUMMONS 20 (Commons Pleas) Served : 03/12/2014 Return : 03/13/2014 On : MCMILLAN CONSTRUCTION LIMITED Signed By : ILLEGIBLE SIGNATURE Reason : COMMON PLEAS SUCCESSFUL SERVICE Comment : Tracking #: 71969008911111763862		1.00	1.00

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Summary

2014 CV 00161 GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT et al vs. BUEHRER

No.	Date of	Pleadings Filed, Orders and Decrees Journal Book-Page-Nbr	Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
48	03/10/14	Issue Date: 03/10/2014 Service: CIVIL SUMMONS 20 / COMPLAINT Method: COMMON PLEAS-Certified Mail Cost Per: \$ 7.61		53.27	53.27
		<p>BUEHRER GROUP ARCHITECTURE & ENGINEERING INC C/O FAN ZHANG STAT AGENT 7445 AIRPORT HIGHWAY HOLLAND, OH 43528 Tracking No: 71969008911111763848</p> <p>JACK GIBSON CONSTRUCTION CO C/O JOHN C GIBSON SR STAT AGENT 2460 PARKMAN ROAD NW WARREN, OH 44485 Tracking No: 71969008911111763855</p> <p>MCMILLAN CONSTRUCTION LIMITED C/O DAVID O MCMILLAN 26457 STATE ROUTE 58 WELLINGTON, OH 44090 Tracking No: 71969008911111763862</p> <p>HARTFORD FIRE INSURANCE COMPANY C/O AGENT: SCHIFF, KREIDLER-SHELL INC 1 WEST FOURTH STREET SUITE 1300 CINCINNATI, OH 45202 Tracking No: 71969008911111763879</p> <p>HARTFORD FIRE INSURANCE COMPANY 10507 TIMBERWOOD CIRCLE SUITE 208 LOUISVILLE, KY 40223 Tracking No: 71969008911111763886</p> <p>MERCHANTS BONDING COMPANY C/O AGENT: DAWSON INSURANCE INC 1340 DEPOT STREET CLEVELAND, OH 44116 Tracking No: 71969008911111763893</p> <p>MERCHANTS BONDING COMPANY 2100 FLEUR DRIVE DES MOINES, IA 50321 Tracking No: 71969008911111763909</p>			
49	03/10/14	SUMMONS ISSUED		2.00	2.00
50	02/25/14	COMPLETE RECORD		17.00	17.00

CRTR5925

Summary

2014 CV 00161 GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT et al vs. BUEHRER

No.	Date of	Pleadings Filed, Orders and Decrees Journal Book-Page-Nbr Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
51	02/25/14	CIVIL COMPLAINT FILED	152.00	152.00
Totals By: COST			679.85	679.85
DEPOSIT			200.00	0.00
*** End of Report ***				



Mike DeWine

Ohio Attorney General

2014 CV 0161

Court of Claims Defense Section

Office 614.466.7447

Fax 614.644.9185

150 East Gay Street, Floor 18

Columbus, Ohio 43215

www.OhioAttorneyGeneral.gov

February 21, 2014

Ms. Tami Pentek, Clerk of Courts
Ashtabula County Common Pleas Court – Civil Division
25 West Jefferson Street
Jefferson, Ohio 44047-1092

TAMI PENTEK
CLERK OF COURTS
COMMON PLEAS COURT
ASHTABULA CO. OH

2014 FEB 25 1P 3:11

FILED

Re: *Grand Valley Local School District Board of Education, Ohio School Facilities Commission and State of Ohio v. Buehrer Group Architecture & Engineering, Inc., et al.*
New Case Filing

Dear Ms. Pentek:

Enclosed please find the original and ten copies of Plaintiffs' Complaint with Jury Demand. There are five defendants to be served, and the service address is listed under each designated defendant. It is my understanding that you will serve each such defendant via certified mail. Please time-stamp three copies of the complaint and return them to me in the enclosed, stamped envelope.

Thank you for your assistance.

Sincerely,

MICHAEL DEWINE
Ohio Attorney General

David A. Beals

DAVID A. BEALS
Assistant Attorney General
(614) 466-7447

DAB/pdb
Enclosures

ASHTABULA COUNTY COMMON PLEAS COURT
25 WEST JEFFERSON ST.
JEFFERSON, OHIO 44047

CIVIL SUMMONS

PLAINTIFF:

CASE NO. 2014 CV 00161

GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT 111 GRAND VALLEY AVE WEST
SUITE A ORWELL OH 44076
OHIO SCHOOL FACILITIES COMMISSION 30 WEST SPRING STREET 4TH FLOOR COLUMBUS OH
43215
STATE OF OHIO THROUGH THE OHIO FACILITIES COMM 30 WEST SPRING STREET COLUMBUS OH
43215

VS

DEFENDANT:

BUEHRER GROUP ARCHITECTURE & ENGINEERING INC C/O FAN ZHANG STAT AGENT 7445
AIRPORT HIGHWAY HOLLAND OH 43528
JACK GIBSON CONSTRUCTION CO C/O JOHN C GIBSON SR STAT AGENT 2460 PARKMAN ROAD NW
WARREN OH 44485
MCMILLAN CONSTRUCTION LIMITED C/O DAVID O MCMILLAN 26457 STATE ROUTE 58
WELLINGTON OH 44090
HARTFORD FIRE INSURANCE COMPANY C/O AGENT: SCHIFF, KREIDLER-SHELL INC 1 WEST
FOURTH STREET SUITE 1300 CINCINNATI OH 45202
MERCHANTS BONDING COMPANY C/O AGENT: DAWSON INSURANCE INC 1340 DEPOT STREET
CLEVELAND OH 44116
JOHN DOE CORPORATIONS ONE 1 THROUGH TEN 10 ADDRESS UNKNOWN
JOHN DOE BUSINESS ENTITIES ONE 1 THROUGH TEN 10 ADDRESS UNKNOWN
JOHN DOE INDIVIDUALS ONE 1 THROUGH FIFTY 50 ADDRESS UNKNOWN

NAME AND ADDRESS OF PLAINTIFF'S ATTORNEY:

DAVID A BEALS OHIO ATTORNEY GENERAL OFFICE COURT OF CLAIMS DEFENSE 150 EAST GAY
STREET 18TH FLOOR COLUMBUS OH 43215

DEFENDANT TAKE NOTICE

YOU HAVE BEEN NAMED AS A DEFENDANT IN A COMPLAINT FILED IN THE ASHTABULA COUNTY
COMMON PLEAS COURT BY THE PLAINTIFF NAMED ABOVE. COPY OF COMPLAINT IS ATTACHED
HERETO.

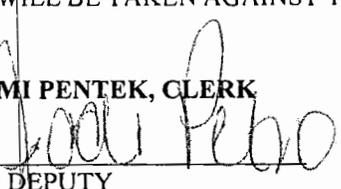
YOU ARE HEREBY NOTIFIED, SUMMONED AND REQUIRED TO SERVE UPON THE PLAINTIFF'S
ATTORNEY, OR UPON THE PLAINTIFF IF HE HAS NO ATTORNEY OF RECORD, A COPY OF AN ANSWER
TO THE COMPLAINT WITHIN 28 DAYS AFTER SERVICE OF THIS SUMMONS ON YOU, EXCLUSIVE OF
THE DAY OF SERVICE.

YOUR ANSWER MUST BE FILED WITH THE COURT WITHIN 3 DAYS AFTER THE SERVICE OF
A COPY OF THE ANSWER ON THE PLAINTIFF'S ATTORNEY, OR UPON THE PLAINTIFF IF HE HAS NO
ATTORNEY OF RECORD.

IF YOU FAIL TO APPEAR AND DEFEND, JUDGMENT BY DEFAULT WILL BE TAKEN AGAINST YOU FOR
THE RELIEF DEMANDED IN THE COMPLAINT.

DATE: March 10, 2014

TAMI PENTEK, CLERK

BY 
DEPUTY

7196 9008 9111 1176 3909

TO:

MERCHANTS BONDING COMPANY
2100 FLEUR DRIVE
DES MOINES, IA 50321

SENDER:

REFERENCE: Common Pleas, Tami Pentek -

2014 CV 00161

PS Form 3800, January 2005 7196 9008 9111 1176 390

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	76.15

USPS®
Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

2. Article Number



7196 9008 9111 1176 3909

3. Service Type: **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

MERCHANTS BONDING COMPANY
2100 FLEUR DRIVE
DES MOINES, IA 50321

2014 CV 00161

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

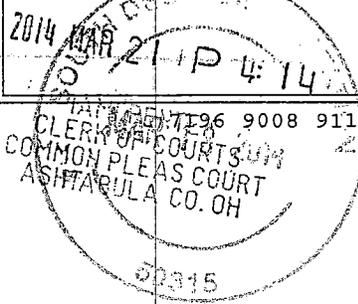
C. Signature

X

Agent
 Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

Yes
 No



7196 9008 9111 1176 390
CLERK OF COURTS OH
COMMON PLEAS COURT
ASHTABULA CO. OH

Common Pleas, Tami Pentek

7196 9008 9111 1176 3893

TO:

MERCHANTS BONDING COMPANY
C/O AGENT: DAWSON INSURANCE IN
1340 DEPOT STREET
CLEVELAND, OH 44116

SENDER:

REFERENCE: Common Pleas, Tami Pentek -

2014 CV 00161

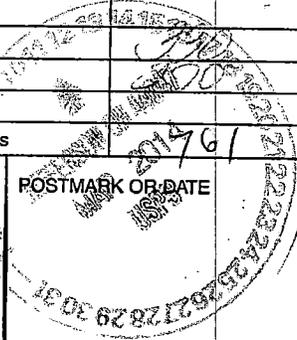
PS Form 3800, January 2005 7196 9008 9111 1176 389

RETURN RECEIPT SERVICE JP	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	2014 961

USPS®
Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE



2. Article Number



7196 9008 9111 1176 3893

3. Service Type: **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) 2014 Mar 17

1. Article Addressed to:

MERCHANTS BONDING COMPANY
C/O AGENT: DAWSON INSURANCE IN
1340 DEPOT STREET
CLEVELAND, OH 44116
TAMI PENTEK
CLERK OF COURTS
COMMON PLEAS COURT
ASHTABULA CO. OH

2014 CV 00161

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

MPK

B. Date of Delivery

3-12-14

C. Signature

Agent

Addressee

Is delivery address different from item 1?

Yes

If YES, enter delivery address below:

No

P 4: 05

7196 9008 9111 1176 389

Common Pleas, Tami Pentek

7196 9008 9111 1176 3886

TO:

HARTFORD FIRE INSURANCE COM
10507 TIMBERWOOD CIRCLE SUITE
LOUISVILLE, KY 40223

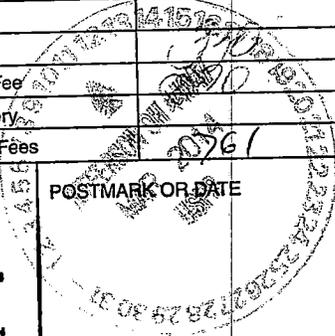
SENDER:

REFERENCE: Common Pleas, Tami Pentek -

2014 CV 00161

PS Form 3800, January 2005 7196 9008 9111 1176 388

RETURN RECEIPT SERVICE JK	Postage	14.15
	Certified Fee	2.00
	Return Receipt Fee	2.00
	Restricted Delivery	
	Total Postage & Fees	18.15



USPS®

**Receipt for
Certified Mail™**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

7196 9008 9111 1176 3879

TO:

HARTFORD FIRE INSURANCE COM
C/O AGENT: SCHIFF, KREIDLER-SH
1 WEST FOURTH STREET SUITE 130
CINCINNATI, OH 45202

SENDER:

REFERENCE: Common Pleas, Tami Pentek -

2014 CV 00161

7196 9008 9111 1176 387

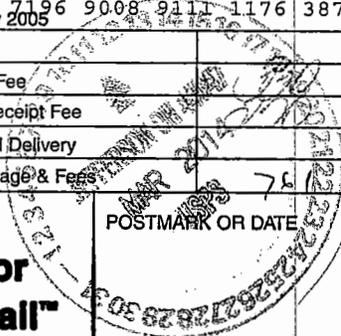
PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	7.60

USPS®
Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE



<p>2. Article Number</p>  <p>7196 9008 9111 1176 3879</p>	COMPLETE THIS SECTION ON DELIVERY	
	A. Received by (Please Print Clearly)	B. Date of Delivery
	C. Signature <i>[Signature]</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
	D. Is delivery address different from item 1? YES, enter delivery address below:	
3. Service Type CERTIFIED MAIL™	FILED	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	2014 MAR 19 10 06 AM	
1. Article Addressed to:	7196 9008 9111 1176 387	
HARTFORD FIRE INSURANCE COM C/O AGENT: SCHIFF, KREIDLER-SH 1 WEST FOURTH STREET SUITE 130 CINCINNATI, OH 45202	TAMI PENTEK 45202 CLERK OF COURTS COMMON PLEAS COURT ASHTABULA CO. OH	
2014 CV 00161	Common Pleas, Tami Pentek	

7196 9008 9111 1176 3862

TO:

MCMILLAN CONSTRUCTION LIMIT
AKA MCMILLAN CONSTRUCTION COMPA
C/O DAVID O MCMILLAN
26457 STATE ROUTE 58
WELLINGTON, OH 44090

SENDER:

REFERENCE: Common Pleas, Tami Pentek -

2014 CV 00161

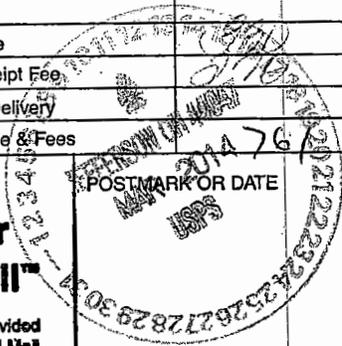
7196 9008 9111 1176 386

PS Form 3800, January 2005

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	Certified Fee	
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	Restricted Delivery	
	Total Postage & Fees	

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2. Article Number



7196 9008 9111 1176 3862

COMPLETE THIS SECTION ON DELIVERY.

A. Received by (Please Print Clearly) B. Date of Delivery

Tami Pentek

C. Signature

X

- Agent
- Addressee
- Yes
- No

D. Is delivery address different from item 1?
If YES, enter delivery address below

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

MCMILLAN CONSTRUCTION LIMIT
AKA MCMILLAN CONSTRUCTION COMPA
C/O DAVID O MCMILLAN
26457 STATE ROUTE 58
WELLINGTON, OH 44090



2014 MAR 13 P 4: 03

7196 9008 9111 1176 386
TAMI PENTEK
CLERK OF COURTS
COMMON PLEAS COURT
ASHTABULA CO. OH

2014 CV 00161

Common Pleas, Tami Pentek

7196 9008 9111 1176 3855

TO:

JACK GIBSON CONSTRUCTION CO
SA JOHN C GIBSON SR
C/O JOHN C GIBSON SR STAT AGEN
2460 PARKMAN ROAD NW
WARREN, OH 44485

SENDER:

REFERENCE: Common Pleas, Tami Pentek -

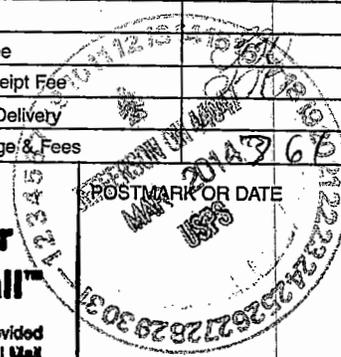
2014 CV 00161

PS Form 3800, January 2005 7196 9008 9111 1176 385

RETURN RECEIPT SERVICE JP	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	2014 3 68

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2. Article Number		COMPLETE THIS SECTION ON DELIVERY	
 7196 9008 9111 1176 3855		A. Received by (Please Print Clearly)	B. Date of Delivery
		M Hughes	3-12
3. Service Type CERTIFIED MAIL™		C. Signature	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		x M Hughes	<input type="checkbox"/> Yes <input type="checkbox"/> No
1. Article Addressed to:		D. Is delivery address different from item 1? If YES, enter delivery address below:	
JACK GIBSON CONSTRUCTION CO SA JOHN C GIBSON SR C/O JOHN C GIBSON SR STAT AGEN 2460 PARKMAN ROAD NW WARREN, OH 44485		7196 9008 9111 1176 385 TAMI PENTEK CLERK OF COURTS COMMON PLEAS COURT ASHTABULA CO. OH	
2014 CV 00161		Common Pleas, Tami Pentek	
Form 3811, January 2005		Domestic Return Receipt	

2014 MAR 17 P 4: 04

7196 9008 9111 1176 3848

TO:

BUEHRER GROUP ARCHITECTURE
SA FAN ZHANG
C/O FAN ZHANG STAT AGENT
7445 AIRPORT HIGHWAY
HOLLAND, OH 43528

SENDER:

REFERENCE: Common Pleas, Tami Pentek -

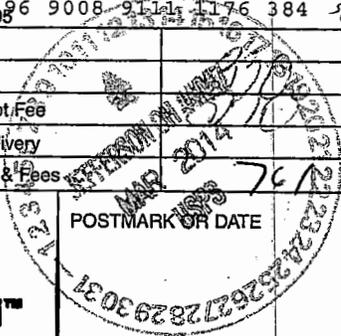
2014 CV 00161
7196 9008 9111 1176 384 31

PS Form 3800, January 2008

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	7.61

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POSTMARK OR DATE



<p>2. Article Number</p>  <p>7196 9008 9111 1176 3848</p>	COMPLETE THIS SECTION ON DELIVERY	
	<p>A. Received by (Please Print Clearly) MARK SLOVIS</p>	<p>B. Date of Delivery 03/13/14</p>
	<p>C. Signature <i>[Signature]</i></p>	
	<p>D. Is delivery address different from item 1? If YES, enter delivery address below:</p>	
<p>3. Service Type CERTIFIED MAIL™</p>	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>1. Article Addressed to: BUEHRER GROUP ARCHITECTURE SA FAN ZHANG C/O FAN ZHANG STAT AGENT 7445 AIRPORT HIGHWAY HOLLAND, OH 43528</p>	<p>7196 9008 9111 1176 384</p> <p>TAMI PENTEK CLERK OF COURTS COMMON PLEAS COURT ASHTABULA CO. OH</p>	
<p>2014 CV 00161</p>	<p>Common Pleas, Tami Pentek</p>	

PS Form 3811, January 2005

Domestic Return Receipt

CERTIFICATE OF SERVICE

The undersigned hereby certify that a true copy of the foregoing **Notice of Appearance** was served via regular U.S. Mail, postage prepaid, on this 26th day of March 2014, to the following:

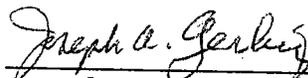
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Jerry K. Kasai
Court of Claims Defense
150 East Gay Street, 18th Floor
Columbus, Ohio 43215
Counsel for Plaintiffs

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1 West Fourth Street, Suite 1300
Cincinnati, Ohio 45202

Buehrer Group Architecture & Engineering
c/o Fan Zhang, Statutory Agent
7445 Airport Highway
Holland, Ohio 43528

Merchants Bonding Company
Dawson Insurance, Inc.
1340 Depot Street
Cleveland, Ohio 44116

McMillan Construction Limited
aka McMillan Construction Company
c/o David O. McMillan
26457 State Route 58
Wellington, Ohio 44090



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THEODORE L. HORST (1908-2000)
JACK R. ALTON (1925-2011)

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DONALD P. BECK
JAMES H. BOWNAS
SCOTT A. FENTON
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CURTIS F. GANTZ

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COUNSEL TO THE FIRM
SAMIR B. DAHMAN
JAMES W. LEWIS

March 26, 2014

CLERK OF COURTS
ASHTABULA COUNTY
25 West Jefferson Street
Jefferson, Ohio 44047

Re: *Grand Valley Local School District Board of Education, et al.*
v. Buehrer Group Architecture & Engineering, Inc., et al.
Case No. 2014CV0161

Dear Clerk:

Please file the enclosed **Notice of Appearance of Counsel** with your court and return a time-stamped copy in the envelope provided.

Thank you for your attention to this matter.

Very truly yours,

LANE ALTON & HORST, LLC

/s/ Joseph A. Gerling

Joseph A. Gerling

JAG/msg
Enclosure

cc: All Counsel/Parties

TAMI PENTEK
CLERK OF COURTS
COMMON PLEAS COURT
ASHTABULA CO., OH

2014 MAR 28 1 P 4 28

FILED