

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

Nicole S. Crabtree, <i>et al.</i>	:	Case No.: 2:11-CV-674
	:	
<i>Plaintiffs,</i>	:	Judge Watson
	:	
Brian Hess, <i>et al.</i>	:	Magistrate Judge Abel
	:	
<i>Defendants.</i>	:	Jury Demand Endorsed Hereon

ANSWER OF KNOX COUNTY DEFENDANTS TO PLAINTIFFS' COMPLAINT

Defendants Brian Hess, David B. Barber, Teresa Bemiller, Allen Stockberger, Robert “Bob” Wise, Claude Gates, Robert Shipley, Roger Hite, Barry Bowden, Roger Reed, Richard “Dick” Mavis, Alan Kitner, Shawn Christy, Rick Lanuzza, Jim Hughes, Larry Stimpert, Kelly Brenneman, all in their individual and their official capacities, as well as Knox County, Ohio (collectively referred to as the “Knox County Defendants”), by and through their respective undersigned counsel, and in response to the allegations contained within Plaintiffs’ Complaint, now state as follows:

FIRST DEFENSE

1. The Knox County Defendants admit that the Plaintiffs have attempted to bring their claims under the statutes contained within Paragraph 1 of the Complaint. To the extent that additional allegations are contained within Paragraph 1, they are denied.

2. The Knox County Defendants admit that venue is proper in this Court, as alleged in Paragraph 2 of the Complaint.

3. The Knox County Defendants deny that any of the Plaintiffs filed a charge of discrimination against Brian Hess or the Knox County Board of Commissioners. Ms. Crabtree and Ms. Orr filed a charge of discrimination against the “Knox County E-911.” Ms. Steward

filed a charge of discrimination against “Mr. David Barber, Sheriff, Knox County,” while Ms. Pay and Ms. Smith filed a charge of discrimination against “Knox County EMA.” Finally, Ms. Durbin filed against “Knox County EMA 911.” None of the Plaintiffs timely filed with the U.S. Equal Employment Opportunity Commission (“EEOC”) all of the allegations contained within their respective charges of discrimination. In fact, Ms. Durbin was determined by the EEOC to not have timely filed any of her allegations. Ms. Steward was issued her right-to-sue letter on October 13, 2011. The rest of the Plaintiffs filed their suit within 90 days of the issuance of their respective right-to-sue letters. Ms. Orr, however, was issued a right-to-sue letter only under the Americans with Disabilities Act and the Rehabilitation Act, but not Title VII of the Civil Rights Act of 1964. To the extent that any additional allegations are contained within Paragraph 3 of the Complaint, they are denied.

4. The Knox County Defendants admit that the Plaintiffs were United States citizens, residents of the State of Ohio, and females. However, the Knox County Defendants deny that any of the Plaintiffs were ever employees of the Knox County, Ohio Office of Homeland Security and Emergency Management. To the extent that additional allegations are contained within Paragraph 4 of the Complaint, they are denied.

5. The Knox County Defendants admit that Mr. Hess has been the Director of the Knox County EMA, as well as the Knox County 911 Coordinator, since approximately February 2009. Mr. Hess was the Deputy Director of the Knox County EMA beginning in February 2008 until such time as he was made the interim Director of the Knox County EMA and, subsequently, the Director. The rest of the allegations contained within Paragraph 5 of the Complaint are denied.

6. The Knox County Defendants admit the allegations contained within paragraph 6 of the Complaint.

7. The Knox County Defendants admit that the individually named defendants listed

in Paragraph 7 of the Complaint were “persons,” but not an “employer,” within the meaning of R.C. § 4112.01(A)(1).

8. The Knox County Defendants deny the allegations contained within Paragraph 8 of the Complaint.

9. The Knox County Defendants deny the allegations contained within Paragraph 9 of the Complaint.

10. The Knox County Defendants admit the allegations contained within Paragraph 10 of the Complaint.

11. The Knox County Defendants deny the allegations contained within Paragraph 11 of the Complaint.

12. The Knox County Defendants deny the allegations contained within Paragraph 12 of the Complaint.

13. The Knox County Defendants deny the allegations contained within Paragraph 13 of the Complaint.

14. The Knox County Defendants deny the allegations contained within Paragraph 14 of the Complaint.

15. The Knox County Defendants admit that Mr. Hess has admitted to rubbing his nipples, above his shirt, in a joking manner. Mr. Hess stated that the last time he did that was two or three months prior to December 2010. Further, the Knox County Defendants admit that Mr. Hess admitted that he and former Knox County Office of Homeland Security and Emergency Management employee Heidi Flynn, on the birthday of former Deputy Director Matt Sturgeon, used “Google images” to find photographs of scantily clad firefighters from firefighter calendars (Matt Sturgeon is a former firefighter). They printed the images and put them up in Mr. Sturgeon’s office as a joke. He laughed but took them down shortly thereafter. None of the pictures contained images of exposed genitalia. The Knox County Defendants deny the rest of

the allegations contained within Paragraph 15 of the Complaint.

16. The Knox County Defendants deny the allegations contained within Paragraph 16 of the Complaint.

17. The Knox County Defendants deny the allegations contained within Paragraph 17 of the Complaint and further state that many of the Plaintiffs have previously sworn under oath that they did not find much or all of the conduct they continue to allege Mr. Hess engaged in as sexually harassing toward them.

18. The Knox County Defendants deny the allegations contained within Paragraph 18 of the Complaint.

19. The Knox County Defendants deny the allegations contained within Paragraph 19 of the Complaint.

20. The Knox County Defendants deny the allegations contained within Paragraph 20 of the Complaint.

21. The Knox County Defendants deny the allegations contained within Paragraph 21 of the Complaint.

22. The Knox County Defendants deny the allegations contained within Paragraph 22 of the Complaint.

23. The Knox County Defendants deny the allegations contained within Paragraph 23 of the Complaint and further state that after Plaintiffs submitted several allegations (the overwhelming majority of which were non-sexual in nature) against Mr. Hess in December 2010, prompt and remedial action was taken with regard to Mr. Hess. This included but was not limited to Mr. Hess being placed on administrative leave while the allegations were investigated, Mr. Hess being reprimanded, suspended, and given a final warning concerning any future behavior, as well as Mr. Hess being required to undergo additional training concerning non-harassment, non-discrimination, as well as implementing and enforcing a policy.

24. In response to the allegations contained within Paragraph 24 of the Complaint, the Knox County Defendants state that in addition to the action taken as described in Paragraph 23 of this Answer, the Knox County E-9-1-1 Board, on January 6, 2011, adopted a "Policy Against Discriminatory Harassment" which superseded the existing "Sexual Harassment Policy." The Knox County Defendants deny the remaining allegations contained within Paragraph 24 of the Complaint.

25. The Knox County Defendants deny the allegations contained within Paragraph 25 of the Complaint.

26. In response to the allegations contained within Paragraph 26 of the Complaint, the Knox County Defendants admit that Defendant Dorgan, at all times during which the allegations made against her allegedly occurred, was an Associate Attorney employed by Isaac, Brant, Ledman & Teetor LLP. The Knox County Defendants further admit that Defendant Stankunas, at all times during which the allegations made against him allegedly occurred, was a Partner with Isaac, Brant, Ledman & Teetor LLP. Defendant Dorgan subsequently left that firm for other employment. To the extent that additional allegations are contained within Paragraph 26 of the Complaint, they are denied.

27. In response to the allegations contained within Paragraph 27 of the Complaint, the Knox County Defendants admit that in December 2010, Defendants Dorgan and/or Stankunas approached the Plaintiffs, with the exception of Ms. Orr, and advised the Plaintiffs that they had been retained by Knox County, the Knox County E-9-1-1 Board, and the Executive Committee of the Knox County Office of Homeland Security and Emergency Management, as attorneys, to investigate the allegations being made regarding Mr. Hess and Mr. Sturgeon, and that once they conducted their investigation and learned the facts, they were to advise the county and the boards as to possible legal action which the county and boards might take. Defendants Stankunas and/or Dorgan specifically advised the Plaintiffs that they did not represent the Plaintiffs and that

nothing the Plaintiffs said to them would be subject to the attorney-client privilege. Defendants Stankunas and/or Dorgan stated that they would be interviewing and taking affidavits from the Plaintiffs, if they were willing to give them, which the Plaintiffs (again, with the exception of Ms. Orr since she was not approached by Defendants Dorgan and/or Stankunas) willingly gave. Attorneys Stankunas and/or Dorgan asked the Plaintiffs to list all complaints that they had regarding Mr. Hess and Mr. Sturgeon. The Knox County Defendants deny the remaining allegations contained within Paragraph 27 of the Complaint.

28. The Knox County Defendants deny, for want of knowledge, the allegations contained within Paragraph 28 of the Complaint.

29. The Knox County Defendants deny the allegations contained within Paragraph 29 of the Complaint.

30. The Knox County Defendants admit that one of the plaintiffs stated to Defendant Dorgan that she had heard a rumor regarding the reason that Mr. Hess left his prior employment, but this plaintiff admitted that she did not know any specific details nor could she confirm those details. To the extent that additional allegations are contained in Paragraph 30 of the Complaint, they are denied.

31. The Knox County Defendants deny the allegations contained within Paragraph 31 of the Complaint.

32. In response to paragraph 32 of the Complaint, the Knox County Defendants hereby incorporate and adopt by reference all of its answers to Paragraphs 1-31 of the Complaint as set forth above.

33. The Knox County Defendants deny the allegations contained within Paragraph 33 of the Complaint.

34. The Knox County Defendants deny the allegations contained within Paragraph 34 of the Complaint.

35. The Knox County Defendants deny the allegations contained within Paragraph 35 of the Complaint.

36. The Knox County Defendants deny the allegations contained within Paragraph 36 of the Complaint.

37. The Knox County Defendants deny the allegations contained within Paragraph 37 of the Complaint.

38. The Knox County Defendants deny the allegations contained within Paragraph 38 of the Complaint.

39. The Knox County Defendants deny the allegations contained within Paragraph 39 of the Complaint.

40. The Knox County Defendants admit that the Knox County E-9-1-1 Board had supervisory and appointing authority over Mr. Hess in his previous capacity as E-9-1-1 Coordinator. Further, the Knox County Defendants admit that the Executive Committee of the Knox County Office of Homeland Security and Emergency Management had (and continue to have) supervisory and appointing authority over Mr. Hess in his capacity as Director of the Knox County Office of Homeland Security and Emergency Management. The rest of the allegations contained within Paragraph 40 of the Complaint are denied.

41. The Knox County Defendants deny the allegations contained within Paragraph 41 of the Complaint.

42. The Knox County Defendants deny the allegations contained within Paragraph 42 of the Complaint.

43. The Knox County Defendants admit that Mr. Hess was ordered to meet once a month for twelve months with Knox County Sheriff David B. Barber or his designee so that Mr. Hess could receive professional mentoring and guidance in the topics of professional management and supervision. The rest of the allegations contained within Paragraph 43 of the

Complaint are denied.

44. The Knox County Defendants deny the allegations contained within Paragraph 44 of the Complaint.

45. The Knox County Defendants deny the allegations contained within Paragraph 45 of the Complaint.

46. The Knox County Defendants admit the allegations contained within Paragraph 46 of the Complaint.

47. The Knox County Defendants deny the allegations contained within Paragraph 47 of the Complaint.

48. The Knox County Defendants deny the allegations contained within Paragraph 48 of the Complaint.

49. The Knox County Defendants deny the allegations contained within Paragraph 49 of the Complaint.

50. The Knox County Defendants deny the allegations contained within Paragraph 50 of the Complaint.

51. The Knox County Defendants deny the allegations contained within Paragraph 51 of the Complaint.

52. The Knox County Defendants deny the allegations contained within Paragraph 52 of the Complaint.

53. In response to paragraph 53 of the Complaint, the Knox County Defendants hereby incorporate and adopt by reference all of its answers to Paragraphs 1-31 of the Complaint as set forth above.

54. The Knox County Defendants admit that all the Plaintiffs are female, and that Title VII of the Civil Rights Act of 1964 and Ohio Revised Code Chapter 4112 make it unlawful for an employer to discriminate against a female employee because of her gender. To the extent

that additional allegations are contained within Paragraph 54 of the Complaint, they are denied.

55. The Knox County Defendants deny the allegations contained within Paragraph 55 of the Complaint.

56. The Knox County Defendants deny the allegations contained within Paragraph 56 of the Complaint.

57. The Knox County Defendants deny the allegations contained within Paragraph 57 of the Complaint.

58. The Knox County Defendants deny the allegations contained within Paragraph 58 of the Complaint.

59. The Knox County Defendants deny the allegations contained within Paragraph 59 of the Complaint.

60. The Knox County Defendants deny the allegations contained within Paragraph 60 of the Complaint.

61. The Knox County Defendants admit that Mr. Hess was one of the Plaintiffs' supervisors and that he had certain authority with regard to their employment. However, this authority was subject to the terms and conditions of the applicable CBA. To the extent that additional allegations are contained within Paragraph 61 of the Complaint, they are denied.

62. The Knox County Defendants deny the allegations contained within Paragraph 62 of the Complaint.

63. The Knox County Defendants deny the allegations contained within Paragraph 63 of the Complaint.

64. The Knox County Defendants deny the allegations contained within Paragraph 64 of the Complaint.

65. The Knox County Defendants deny the allegations contained within Paragraph 65 of the Complaint.

66. The Knox County Defendants deny the allegations contained within Paragraph 66 of the Complaint.

67. In response to Paragraph 67 of the Complaint, the Knox County Defendants hereby incorporate and adopt by reference all of its answers to Paragraphs 1, 2, 4, 5, 6, 9, 11, 15g, h, i, and j, 16, 21, 22, and 23 of the Complaint as set forth above.

68. The Knox County Defendants deny the allegations contained within Paragraph 68 of the Complaint.

69. In response to Paragraph 69 of the Complaint, the Knox County Defendants hereby incorporate and adopt by reference all of its answers to Paragraphs 1-66 of the Complaint as set forth above.

70. In response to Paragraph 70 of the Complaint, the Knox County Defendants state that most of the Plaintiffs did not make complaints of sexual harassment. To the extent that any of the Plaintiffs might be found by this Court to have made a complaint that could be characterized as one of "sexual harassment" under the law, then the Knox County Defendants agree that such complaints would constitute protected activity under the law. To the extent that any additional allegations are contained within Paragraph 70 of the Complaint, they are denied.

71. The Knox County Defendants deny the allegations contained within Paragraph 71 of the Complaint.

72. The Knox County Defendants deny the allegations contained within Paragraph 72 of the Complaint.

73. The Knox County Defendants deny the allegations contained within Paragraph 73 of the Complaint.

74. The Knox County Defendants deny the allegations contained within Paragraph 74 of the Complaint.

75. The Knox County Defendants deny the allegations contained within Paragraph 75

of the Complaint.

76. In response to Paragraph 76 of the Complaint, the Knox County Defendants hereby incorporate and adopt by reference all of its answers to Paragraphs 1-75 of the Complaint as set forth above.

77. The Knox County Defendants deny the allegations contained within Paragraph 77 of the Complaint.

78. The Knox County Defendants deny the allegations contained within Paragraph 78 of the Complaint.

79. The Knox County Defendants deny the allegations contained within Paragraph 79 of the Complaint.

80. The Knox County Defendants deny the allegations contained within Paragraph 80 of the Complaint.

81. In response to Paragraph 81 of the Complaint, the Knox County Defendants hereby incorporate and adopt by reference all of its answers to Paragraphs 1, 2, 4, 5, 6, 9, 11, 15, 16, 21, 22, 23, 24, 26, 28, 29, 30, and 31 of the Complaint as set forth above.

82. The Knox County Defendants deny the allegations contained within Paragraph 82 of the Complaint.

83. The Knox County Defendants deny the allegations contained within Paragraph 83 of the Complaint.

84. The Knox County Defendants deny the allegations contained within Paragraph 84 of the Complaint.

85. The Knox County Defendants deny the allegations contained within Paragraph 85 of the Complaint.

86. The Knox County Defendants deny the allegations contained within Paragraph 86 of the Complaint.

87. In response to Paragraph 87 of the Complaint, the Knox County Defendants hereby incorporate and adopt by reference all of its answers to Paragraphs 1-86 of the Complaint as set forth above.

88. In response to the allegations contained within Paragraph 88 of the Complaint, the Knox County Defendants admit that in his capacity as Director of the of the Knox County Office of Homeland Security and Emergency Management, Mr. Hess was a supervisor of two Knox County employees (the Deputy Director and Office Administrator for the Knox County Office of Homeland Security and Emergency Management). See R.C. § 5502.26(C). In his capacity as the Knox County E-9-1-1 Coordinator, Mr. Hess was a supervisor of the Plaintiffs. To the extent that additional allegations are made in Paragraph 88 of the Complaint, they are denied.

89. The Knox County Defendants deny the allegations contained within Paragraph 89 of the Complaint.

90. The Knox County Defendants deny the allegations contained within Paragraph 90 of the Complaint.

91. The Knox County Defendants deny the allegations contained within Paragraph 91 of the Complaint.

92. The Knox County Defendants deny the allegations contained within Paragraph 92 of the Complaint.

93. The Knox County Defendants deny the allegations contained within Paragraph 93 of the Complaint.

94. The Knox County Defendants deny the allegations contained within Paragraph 94 of the Complaint.

95. The Knox County Defendants deny the allegations contained within Paragraph 95 of the Complaint.

96. The Knox County Defendants deny the allegations contained within Paragraph 96

of the Complaint.

97. In response to Paragraph 97 of the Complaint, the Knox County Defendants hereby incorporate and adopt by reference all of its answers to Paragraphs 1, 2, 4, 5, 6, 7, 8, 9, 10, 15, 16, 21, 23, 26, 27, 28, 29, and 30 of the Complaint as set forth above.

98. The Knox County Defendants deny the allegations contained within Paragraph 98 of the Complaint.

99. The Knox County Defendants deny the allegations contained within Paragraph 99 of the Complaint.

100. The Knox County Defendants deny the allegations contained within Paragraph 100 of the Complaint.

101. In response to Paragraph 101 of the Complaint, the Knox County Defendants hereby incorporate and adopt by reference all of its answers to Paragraphs 1-100 of the Complaint as set forth above.

102. The Knox County Defendants deny the allegations contained within Paragraph 102 of the Complaint.

103. The Knox County Defendants deny the allegations contained within Paragraph 103 of the Complaint.

104. In response to Paragraph 104 of the Complaint, the Knox County Defendants hereby incorporate and adopt by reference all of its answers to Paragraphs 1-103 of the Complaint as set forth above.

105. Paragraph 105 of the Complaint contains a legal conclusion for which no response is required. To the extent that any facts are alleged, they are denied.

106. Paragraph 106 of the Complaint contains a legal conclusion for which no response is required. To the extent that any facts are alleged, they are denied.

107. The Knox County Defendants deny the allegations contained within Paragraph

107 of the Complaint.

108. The Knox County Defendants deny the allegations contained within Paragraph 108 of the Complaint.

109. The Knox County Defendants deny the allegations contained within Paragraph 109 of the Complaint.

110. The Knox County Defendants deny the allegations contained within Paragraph 110 of the Complaint and further note that because the terms of conditions of Ms. Orr's employment were subject to a collective bargaining agreement which provided a final and binding grievance and arbitration procedure, Ms. Orr's wrongful termination in violation of public policy claim fails as a matter of law. See *Haynes v. Zoological Soc. of Cincinnati* (1995), 73 Ohio St. 3d 254, 257-258, 652 N.E. 2d 948.

111. The Knox County Defendants deny the allegations contained within Paragraph 111 of the Complaint.

112. In response to Paragraph 112 of the Complaint, the Knox County Defendants hereby incorporate and adopt by reference all of its answers to Paragraphs 1-111 of the Complaint as set forth above.

113. The Knox County Defendants deny the allegations contained within Paragraph 113 of the Complaint.

114. The Knox County Defendants deny the allegations contained within Paragraph 114 of the Complaint.

115. The Knox County Defendants deny the allegations contained within Paragraph 115 of the Complaint.

116. The Knox County Defendants deny the allegations contained within Paragraph 116 of the Complaint.

117. The Knox County Defendants deny the allegations contained within Paragraph

117 of the Complaint.

118. The Knox County Defendants deny the allegations contained within Paragraph 118 of the Complaint.

119. In response to Paragraph 119 of the Complaint, the Knox County Defendants hereby incorporate and adopt by reference all of its answers to Paragraphs 1, 2, 4, 6, 7, 9, and 11 of the Complaint as set forth above.

120. The Knox County Defendants deny the allegations contained within Paragraph 120 of the Complaint.

121. The Knox County Defendants deny the allegations contained within Paragraph 121 of the Complaint.

122. The Knox County Defendants deny that Plaintiffs Orr and Smith timely filed a charge of discrimination under the Americans with Disabilities Act. The rest of the allegations contained within Paragraph 122 of the Complaint are admitted.

123. The Knox County Defendants deny the allegations contained within Paragraph 123 of the Complaint.

124. The Knox County Defendants deny the allegations contained within Paragraph 121 of the Complaint.

125. The Knox County Defendants deny the allegations contained within Paragraph 125 of the Complaint.

126. The Knox County Defendants deny that Plaintiffs are entitled to the relief sought in the Complaint.

The Knox County Defendants deny each and every allegation of Plaintiffs' Complaint not specifically admitted as true above. Additionally, the Knox County Defendants set forth the following defenses to the Complaint.

SECOND DEFENSE

127. The Knox County Defendants are entitled to immunity, including statutory, absolute, and qualified immunity, as well as immunity from punitive damages. This includes but is not limited to the provisions of Ohio's Political Subdivision Tort Immunity Statute, Ohio Revised Code Chapter 2744.

THIRD DEFENSE

128. The Plaintiffs have failed to state a claim upon which relief may be granted.

FOURTH DEFENSE

129. The Knox County Defendants at all times relevant to this suit, acted in good faith without malice and in accordance with the United States and Ohio Constitutions, as well as applicable statutory law. Furthermore, The Knox County Defendants had legitimate, non-discriminatory business reasons for any and all actions taken with regard to the employment of the Plaintiffs.

FIFTH DEFENSE

130. The Knox County Defendants cannot be held liable in a *respondent superior* basis for the acts or omissions of other employees of Knox County, Ohio.

SIXTH DEFENSE

131. Plaintiffs' claims for damages may be barred, in whole or in part, by prior or subsequent intervening or superseding acts, omissions or causes and/or by the acts or omissions of individuals or entities over whom the Knox County Defendants had no control or right of control.

SEVENTH DEFENSE

132. Some or all of the Plaintiffs have failed to adequately exhaust their administrative remedies as required by applicable federal and state law.

EIGHTH DEFENSE

133. Some or all of the Plaintiffs' claims may be barred by the applicable statute of

limitations, including but not limited to the fact that some or all of the claims were not filed with the EEOC within 300 days of their occurrence.

NINTH DEFENSE

134. Plaintiffs have failed to mitigate their damages.

TENTH DEFENSE

135. The Knox County Defendants are entitled to a set off set forth in Chapter 2744 of the Ohio Revised Code.

ELEVENTH DEFENSE

136. The Knox County Defendants had a clear policy and procedure for addressing complaints of unlawful sexual harassment and other discrimination, which Plaintiffs' unreasonably failed to avail themselves of.

TWELFTH DEFENSE

137. The sole and exclusive remedy for some or all of the allegations contained within the Complaint was through the binding grievance and arbitration procedure contained within the applicable collective bargaining agreement, which Plaintiffs unreasonably failed to avail themselves of.

THIRTEENTH DEFENSE

138. The Knox County Defendants hereby reserve the right to assert the defense of assumption of the risk, discharge in bankruptcy, duress, fraud, illegality, license, payment, release, laches, lack of capacity, lack of standing, consent, unclean hands and any other matter constituting an avoidance or affirmative defense for which discovery reveals a basis.

WHEREFORE, Defendants Brian Hess, David B. Barber, Teresa Bemiller, Allen Stockberger, Robert "Bob" Wise, Claude Gates, Robert Shipley, Roger Hite, Barry Bowden, Roger Reed, Richard "Dick" Mavis, Alan Kitner, Shawn Christy, Rick Lanuzza, Jim Hughes, Larry Stimpert, Kelly Brenneman, all in their individual and their official capacities, as well as

Knox County, Ohio demand that Plaintiffs' Complaint be dismissed in its entirety with prejudice, and with costs and attorney fees assessed to the Plaintiffs.

Respectfully submitted,

/s/ Maribeth Deavers

Maribeth Deavers (0055903)

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Co-Counsel for Knox County Defendants, with the exception of Shawn Christy

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer was filed electronically. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

/s/ Maribeth Deavers

Maribeth Deavers (0055903)