

FILED
FULTON COUNTY
COMMON PLEAS COURT

2018 AUG 29 P 3 54

TRACY L. ZUVER
CLERK

IN THE COURT OF COMMON PLEAS OF FULTON COUNTY, OHIO

Wauseon Recreation Association, Inc.
230 Clinton Street
Wauseon, Ohio 43567

Plaintiff,

vs.

Jevin, Inc.
1223 Ashford Lane
Allen, Texas 75002

and

Daniel E. Ptak
1223 Ashford Lane
Allen Texas, 75002

Defendants.

* Case No. 18CV000142

* Judge Jeffrey L. Robinson

* **COMPLAINT**

* Thomas A. McWatters III (0036914)
Wauseon City Law Director

* BARBER, KAPER, STAMM
MCWATTERS & WHITLOCK

* 124 N. Fulton Street
P.O. Box 531

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*
Attorney for Plaintiff

*

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Now comes the Plaintiff, the Wauseon Recreation Association, Inc. by and through counsel,
and for its Complaint states as follows:

PARTIES

1. The Wauseon Recreation Association, Inc. ("WRA") is an Ohio non-profit corporation with its principal place of business located in Wauseon, Ohio. The WRA assists the City of Wauseon in conducting its sports recreation programs.

2. Plaintiff is informed and believes, and on that basis alleges, that Jevin, Inc. ("Jevin") is a Texas corporation with its principal place of business located at 1223 Ashfrod Lane, Allen, Texas 75002. Jevin is in the business of providing software and programs for the purpose of aiding in the registration of management of particular sporting events.

3. Plaintiff is informed and believes, and on that basis alleges, that defendant Daniel E. Ptak is, and at all relevant times herein was, the president and principal of Jevin.

FACTUAL AVEREMENTS

4. In or about December 2015, Plaintiff and Defendants entered into an agreement pursuant to which Defendants agreed to provide to the WRA certain software and programs for the purpose of aiding the WRA in the registration for and management of particular sporting events in the City of Wauseon. According to the parties' agreement, parents in the City of Wauseon who desired to register their children to participate in a sports program offered by the WRA and/or the City were permitted to register their children through the internet by accessing the software and programs provided to the WRA by Defendants. At the time of registering on line, a parent was required to pay the registration fee to Defendants, which would be deposited into an account at a Merchant Bank maintained and controlled by Defendants. Defendants were then required, through the Merchant Bank, to remit the registration fee, less an applicable fee to Defendants, to the WRA's designated bank.

5. Pursuant to the parties' agreement, beginning in early 2016, and continuing through early 2018, parents of children in Wauseon registered their children in sports programs offered by the WRA and/or the City of Wauseon through Defendants, and paid the registration fees on-line through Defendants. Defendants, however, have failed and refused to remit to the WRA in excess of

\$27,843.70 in registration payments which it is required under the parties' agreement to remit to the WRA. Attached hereto and incorporated by reference is a true and accurate copy of the Bank Reconciliation provided by Defendants which establishes the amount of \$27,843.70 owed by Defendants to Plaintiff.

FIRST CAUSE OF ACTION

[Breach of Contract]

6. Plaintiff realleges the averments contained hereinabove, and restates the same as if fully rewritten herein.

7. As set forth in paragraph 5 above, in late 2015, Plaintiff and Defendants entered into an agreement pursuant to which Defendants agreed to provide to the WRA certain software and programs for the purpose of aiding the WRA in the registration for and management of particular sporting events in the City of Wauseon, in exchange for a percentage of the registration fees to be paid to Defendants.

8. Plaintiff has performed its obligations under the parties' agreement.

9. Defendants have breached the agreement by failing to remit to the WRA in excess of \$27,843.70 in payments which it is required under the parties' agreement to remit to the WRA.

10. As a result of Defendants' breach of the agreement, Plaintiff has been damaged in an amount in excess of \$27,843.70.

SECOND CAUSE OF ACTION

[Theft Offense: R.C. § 2307.61]

11. Plaintiff realleges the averments contained hereinabove, and restates the same as if fully rewritten herein.

12. Defendants, with purpose to deprive Plaintiff of its registration fees, knowingly obtained and exerted control over the entirety of Plaintiff's registration fees in an amount in excess of \$27,843.70 by deceit and deception. Defendants' actions constitute a "theft offense" pursuant to O.R.C. Sections 2307.61 and 2913.02.

13. Plaintiffs are entitled to liquidated damages equal to triple the amount of their damages in the amount of \$83,531.10.

THIRD CAUSE OF ACTION

[Intentional Misrepresentation]

14. Plaintiff realleges the averments contained hereinabove, and restates the same as if fully rewritten herein.

15. Defendants, through Defendant Daniel Ptak, represented to Plaintiff that upon receiving registration fees on-line from parents registering their children for sports programs offered by the WRA and/or the City of Wauseon, and deducting applicable fees for handling such registrations, would remit the registration fees to Plaintiff.

16. Such representations were false. At the time Defendants made such representations, they had no intention of remitting the registration fees to Plaintiff.

17. Plaintiff was unaware of the falsity of the representations, and relied upon the truth of the representations in agreeing to allow Defendants to collect the registration fees.

18. Defendants' misrepresentations were made willfully and with malice.

19. As a result of Defendant's foregoing false representations, Plaintiff has been damaged in an amount in excess of \$27,843.70.

FOURTH CAUSE OF ACTION

[Quantum Meriut]

20. Plaintiff realleges the averments contained hereinabove, and restates the same as if fully rewritten herein.

21. Defendants were paid numerous registration fees by parents registering their children for sports programs offered by the WRA and/or the City of Wauseon between early 2016 and early 2018, which, less appropriate fees, were never transmitted to the WRA.

22. The reasonable value of the registration fees, less applicable fees is \$27,843.70.

23. No part of the amount due Plaintiff has been paid by Defendants, despite repeated demands therefore by Plaintiff.

FIFTH CAUSE OF ACTION

[Unjust enrichment]

24. Plaintiff realleges the averments contained hereinabove, and restates the same as if fully rewritten herein.

25. Plaintiff, by allowing Defendants to collect the registration fees conferred a substantial benefit upon Defendants.

26. Defendants, in accepting the aforementioned sums, knew of the substantial benefit conferred upon them by Plaintiff.

27. The reasonable value of the registration fees, less applicable fees, is \$27,843.70.

28. No part of the amount due Plaintiff has been paid by Defendants despite repeated demands therefore by Plaintiff, and Defendants' failure to pay the reasonable value of the amounts

owed Plaintiff has caused Defendants to be unjustly enriched.

SIXTH CAUSE OF ACTION

[Piercing The Corporate Veil]

29. Plaintiff realleges the averments contained hereinabove, and restates the same as if fully rewritten herein.

30. Plaintiff is informed and believes, and on that basis alleges, that Defendant Ptak is, and at all times mentioned herein was, a director, officer, shareholder, and/or member of, and in control of, Defendant Jevin.

31. Plaintiff is further informed and believes, and on that basis alleges that, during the time period in which Plaintiff allowed Defendants to collect the registration fees, Jevin was insolvent; that during or shortly after the aforementioned time-period, Defendant Ptak diverted funds and/or other property of Defendant Jevin for personal use or the use of others; and that Defendant Lease has otherwise ignored corporate formalities and treated the corporation as a mere façade for the operations of themselves and other shareholders and/or other persons in control of the corporation.

32. Defendant Ptak, in accepting the registration fees which he knew or should have known that Defendant Jevin would be unable to remit to Plaintiff, in diverting corporate funds and other property from Defendant Jevin for his own personal use or the use of others, and by continuing to operate his business as Jevin notwithstanding Jevin was insolvent, caused unjust consequences to Plaintiff.

33. As a result of the aforementioned unlawful conduct of Defendants Ptak and Jevin, Plaintiff has suffered a loss in an amount in excess of \$27,843.70.

34. Plaintiff is entitled to an order by the Court piercing the corporate veil of Jevin and

imposing personal liability on Defendant Ptak in the amount of \$27,843.70.

WHEREFORE, the City of Wauseon demands judgment against Defendants Jevin, Inc. and Daniel E. Ptak, jointly and severally, as follows:

A. As to the First Cause of Action, judgment in the amount of \$27,843.70, plus interest at the statutory rate, and court costs in this action.

B. As to the Second Cause of Action, liquidated damages equal to triple the amount of Plaintiff's damages of \$27,843.70 in the amount of \$83,531.10 pursuant to O.R. C. Section 2307.61, plus interest at the statutory rate, and court costs in this action.

C. As to the Third Cause of Action, damages in the amount of \$27,843.70, punitive damages, reasonable attorneys fees, plus interest at the statutory rate, and court costs in this action.

D. As to the Fourth and Fifth Causes of Action, damages in the amount of \$27,843.70, plus interest at the statutory rate, and court costs in this action.

E. As to the Sixth Cause of Action, (1) an order by the Court piercing the corporate veil of Defendant Jevin, Inc., and imposing personal liability on Defendant Ptak for the debt of Jevin; and (2) judgment against Defendant Ptak in the amount of \$27,843.70, plus interest at the statutory rate, and court costs in this action.

F. For such other and further relief as this Court may find appropriate.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Tom McWatters III', is written over a horizontal line.

Thomas A. McWatters III (0036914)
Attorney for Plaintiff

Bank Reconciliation - Details

EXHIBIT A

Start Date	End Date	Funds Received	Jevin Fee	Chargeback Fee	This Week Net	Carry Forward	Net	Amount Distributed	Balance	Reconciled Jevin Deposits
12/29/2015	1/4/2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		[x] - 4/20/2016 by aaroniplady_342
1/5/2016	1/11/2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		[] - Not Reconciled
1/12/2016	1/18/2016	\$265.00	\$18.55	\$0.00	\$246.45	\$0.00	\$246.45	\$0.00		[x] - 1/9/2018 by wauseonrec_342
1/19/2016	1/25/2016	\$285.00	\$21.70	\$0.00	\$263.30	\$246.45	\$509.75	\$492.50		[x] - 6/15/2016 by abyshort_342
1/26/2016	2/1/2016	\$762.00	\$53.34	\$0.00	\$708.66	\$17.25	\$725.91	\$0.00		[x] - 1/9/2018 by wauseonrec_342
2/2/2016	2/8/2016	\$392.00	\$99.54	\$0.00	\$292.46	\$725.91	\$1,018.37	\$0.00		[x] - 1/9/2018 by wauseonrec_342
2/9/2016	2/15/2016	\$878.00	\$156.31	\$0.00	\$721.69	\$1,018.37	\$1,740.06	\$1,590.30		[x] - 6/15/2016 by abyshort_342
2/16/2016	2/22/2016	\$1,101.00	\$334.67	\$0.00	\$766.33	\$149.76	\$916.09	\$622.90		[x] - 6/15/2016 by abyshort_342
2/23/2016	2/29/2016	\$583.00	\$69.51	\$0.00	\$513.49	\$293.19	\$806.68	\$483.70		[x] - 6/15/2016 by abyshort_342
3/1/2016	3/7/2016	\$757.00	\$67.34	\$0.00	\$689.66	\$322.98	\$1,012.64	\$0.00		[x] - 1/9/2018 by wauseonrec_342
3/8/2016	3/14/2016	\$2,297.00	\$405.23	\$0.00	\$1,891.77	\$1,012.64	\$2,904.41	\$0.00		[x] - 1/9/2018 by wauseonrec_342
3/15/2016	3/21/2016	\$460.00	\$73.85	\$0.00	\$386.15	\$2,904.41	\$3,290.56	\$0.00		[x] - 1/9/2018 by wauseonrec_342
3/22/2016	3/28/2016	\$150.00	\$35.35	\$0.00	\$114.65	\$3,290.56	\$3,405.21	\$0.00		[x] - 1/9/2018 by wauseonrec_342
3/29/2016	4/4/2016	\$498.00	\$95.41	\$0.00	\$402.59	\$3,405.21	\$3,807.80	\$0.00		[x] - 7/12/2016 by abyshort_342
4/5/2016	4/11/2016	\$333.00	\$109.76	\$0.00	\$223.24	\$3,807.80	\$4,031.04	\$0.00		[x] - 7/12/2016 by abyshort_342
4/12/2016	4/18/2016	\$160.00	\$11.20	\$0.00	\$148.80	\$4,031.04	\$4,179.84	\$0.00		[x] - 7/12/2016 by abyshort_342
4/19/2016	4/25/2016	\$120.00	\$96.25	\$0.00	\$23.75	\$4,179.84	\$4,203.59	\$0.00		[x] - 7/12/2016 by abyshort_342
4/26/2016	5/2/2016	\$335.00	\$34.65	\$0.00	\$300.35	\$4,203.59	\$4,503.94	\$0.00		[x] - 7/12/2016 by abyshort_342
5/3/2016	5/9/2016	\$245.00	\$34.30	\$0.00	\$210.70	\$4,503.94	\$4,714.64	\$0.00		[x] - 7/12/2016 by abyshort_342
5/10/2016	5/16/2016	\$297.00	\$52.64	\$0.00	\$244.36	\$4,714.64	\$4,959.00	\$0.00		[x] - 7/12/2016 by abyshort_342
5/17/2016	5/23/2016	\$445.00	\$122.08	\$0.00	\$322.92	\$4,959.00	\$5,281.92	\$5,298.72		[x] - 6/15/2016 by abyshort_342
5/24/2016	5/30/2016	\$90.00	\$67.97	\$0.00	\$22.03	(\$16.80)	\$5.23	\$0.00		[x] - 1/9/2018 by wauseonrec_342
5/31/2016	6/6/2016	\$350.00	\$79.80	\$0.00	\$270.20	\$5.23	\$275.43	\$0.00		[x] - 1/9/2018 by wauseonrec_342
6/7/2016	6/13/2016	\$230.00	\$34.93	\$0.00	\$195.07	\$275.43	\$470.50	\$0.00		[x] - 1/9/2018 by wauseonrec_342

Bank Reconciliation - Details

Start Date	End Date	Funds Received	Chargeback Fee	This Week Net	Carry Forward	Net	Amount Distributed	Balance	Reconciled Jevin Deposits
6/14/2016	6/20/2016	\$400.00	\$0.00	\$354.85	\$470.50	\$825.35	\$0.00		[X] - 1/9/2018 by wauseonrec_342
6/21/2016	6/27/2016	\$300.00	\$0.00	\$277.25	\$825.35	\$1,102.60	\$0.00		[X] - 1/9/2018 by wauseonrec_342
6/28/2016	7/4/2016	\$445.00	\$0.00	\$410.35	\$1,102.60	\$1,512.95	\$0.00		[X] - 1/9/2018 by wauseonrec_342
7/5/2016	7/11/2016	\$465.00	\$0.00	\$418.80	\$1,512.95	\$1,931.75	\$0.00		[X] - 1/9/2018 by wauseonrec_342
7/12/2016	7/18/2016	\$1,510.00	\$0.00	\$1,272.00	\$1,931.75	\$3,203.75	\$0.00		[X] - 1/9/2018 by wauseonrec_342
7/19/2016	7/25/2016	\$1,893.00	\$0.00	\$1,517.03	\$3,203.75	\$4,720.78	\$0.00		[X] - 1/9/2018 by wauseonrec_342
7/26/2016	8/1/2016	\$290.00	\$0.00	\$235.75	\$4,720.78	\$4,956.53	\$0.00		[X] - 1/9/2018 by wauseonrec_342
8/2/2016	8/8/2016	\$255.00	\$0.00	\$168.90	\$4,956.53	\$5,125.43	\$0.00		[X] - 1/9/2018 by wauseonrec_342
8/9/2016	8/15/2016	\$5.00	\$0.00	(\$17.40)	\$5,125.43	\$5,108.03	\$0.00		[X] - 1/9/2018 by wauseonrec_342
8/16/2016	8/22/2016	\$65.00	\$0.00	\$43.30	\$5,108.03	\$5,151.33	\$0.00		[X] - 1/9/2018 by wauseonrec_342
8/23/2016	8/29/2016	\$105.00	\$0.00	\$68.25	\$5,151.33	\$5,219.58	\$0.00		[X] - 1/9/2018 by wauseonrec_342
8/30/2016	9/5/2016	\$20.00	\$0.00	\$15.80	\$5,219.58	\$5,235.38	\$0.00		[X] - 1/9/2018 by wauseonrec_342
9/6/2016	9/12/2016	\$20.00	\$0.00	\$4.46	\$5,235.38	\$5,239.84	\$0.00		[X] - 1/9/2018 by wauseonrec_342
9/13/2016	9/19/2016	(\$35.00)	(\$2.45)	(\$52.55)	\$5,239.84	\$5,187.29	\$0.00		[X] - 1/9/2018 by wauseonrec_342
9/20/2016	9/26/2016	\$0.00	\$0.00	\$0.00	\$5,187.29	\$5,187.29	\$0.00		[X] - 1/9/2018 by wauseonrec_342
9/27/2016	10/3/2016	\$350.00	\$0.00	\$323.40	\$5,187.29	\$5,510.69	\$0.00		[X] - 1/9/2018 by wauseonrec_342
10/4/2016	10/10/2016	\$80.00	\$0.00	\$58.65	\$5,510.69	\$5,569.34	\$0.00		[X] - 1/9/2018 by wauseonrec_342
10/11/2016	10/17/2016	\$200.00	\$0.00	\$163.95	\$5,569.34	\$5,733.29	\$0.00		[X] - 1/9/2018 by wauseonrec_342
10/18/2016	10/24/2016	\$390.00	\$0.00	\$312.65	\$5,733.29	\$6,045.94	\$0.00		[X] - 1/9/2018 by wauseonrec_342
10/25/2016	10/31/2016	\$120.00	\$0.00	\$73.80	\$6,045.94	\$6,119.74	\$0.00		[X] - 1/9/2018 by wauseonrec_342
11/1/2016	11/7/2016	\$275.00	\$0.00	\$243.15	\$6,119.74	\$6,362.89	\$0.00		[X] - 1/9/2018 by wauseonrec_342
11/8/2016	11/14/2016	\$145.00	\$0.00	\$111.05	\$6,362.89	\$6,473.94	\$0.00		[X] - 1/9/2018 by wauseonrec_342
11/15/2016	11/21/2016	\$680.00	\$0.00	\$571.85	\$6,473.94	\$7,045.79	\$0.00		[X] - 1/9/2018 by wauseonrec_342

Bank Reconciliation - Details

Start Date	End Date	Funds Received	Jevin Fee	Chargeback Fee	This Week Net	Carry Forward	Net	Amount Distributed	Balance	Reconciled Jevin Deposits
11/22/2016	11/28/2016	\$410.00	\$149.80	\$0.00	\$260.20	\$7,045.79	\$7,305.99	\$0.00		[X] - 1/9/2018 by wauseonrec_342
11/29/2016	12/5/2016	\$240.00	\$56.00	\$0.00	\$184.00	\$7,305.99	\$7,489.99	\$0.00		[X] - 1/9/2018 by wauseonrec_342
12/6/2016	12/12/2016	\$30.00	\$12.60	\$0.00	\$17.40	\$7,489.99	\$7,507.39	\$0.00		[X] - 1/9/2018 by wauseonrec_342
12/13/2016	12/19/2016	\$0.00	\$0.00	\$0.00	\$0.00	\$7,507.39	\$7,507.39	\$0.00		[X] - 1/9/2018 by wauseonrec_342
12/20/2016	12/26/2016	\$0.00	\$0.00	\$0.00	\$0.00	\$7,507.39	\$7,507.39	\$0.00		[X] - 1/9/2018 by wauseonrec_342
12/27/2016	1/2/2017	\$0.00	\$0.00	\$0.00	\$0.00	\$7,507.39	\$7,507.39	\$0.00		[X] - 1/9/2018 by wauseonrec_342
1/3/2017	1/9/2017	\$0.00	\$0.00	\$0.00	\$0.00	\$7,507.39	\$7,507.39	\$0.00		[X] - 1/9/2018 by wauseonrec_342
1/10/2017	1/16/2017	\$60.00	\$4.20	\$0.00	\$55.80	\$7,507.39	\$7,563.19	\$0.00		[X] - 1/9/2018 by wauseonrec_342
1/17/2017	1/23/2017	\$660.00	\$46.20	\$0.00	\$613.80	\$7,563.19	\$8,176.99	\$0.00		[X] - 1/9/2018 by wauseonrec_342
1/24/2017	1/30/2017	\$760.00	\$58.45	\$0.00	\$701.55	\$8,176.99	\$8,878.54	\$0.00		[X] - 1/9/2018 by wauseonrec_342
1/31/2017	2/6/2017	\$1,228.00	\$161.21	\$0.00	\$1,066.79	\$8,878.54	\$9,945.33	\$0.00		[X] - 1/9/2018 by wauseonrec_342
2/7/2017	2/13/2017	\$330.00	\$45.50	\$0.00	\$284.50	\$9,945.33	\$10,229.83	\$0.00		[X] - 1/9/2018 by wauseonrec_342
2/14/2017	2/20/2017	\$1,445.00	\$276.15	\$20.00	\$1,148.85	\$10,229.83	\$11,378.68	\$0.00		[X] - 1/9/2018 by wauseonrec_342
2/21/2017	2/27/2017	\$520.00	\$88.90	\$0.00	\$431.10	\$11,378.68	\$11,809.78	\$0.00		[X] - 1/9/2018 by wauseonrec_342
2/28/2017	3/6/2017	\$1,225.00	\$137.90	\$0.00	\$1,087.10	\$11,809.78	\$12,896.88	\$0.00		[X] - 1/9/2018 by wauseonrec_342
3/7/2017	3/13/2017	\$2,588.00	\$499.38	\$0.00	\$2,088.62	\$12,896.88	\$14,985.50	\$0.00		[X] - 1/9/2018 by wauseonrec_342
3/14/2017	3/20/2017	\$155.00	\$63.00	\$0.00	\$92.00	\$14,985.50	\$15,077.50	\$0.00		[X] - 1/9/2018 by wauseonrec_342
3/21/2017	3/27/2017	\$110.00	\$30.45	\$0.00	\$79.55	\$15,077.50	\$15,157.05	\$0.00		[X] - 1/9/2018 by wauseonrec_342
3/28/2017	4/3/2017	\$930.00	\$114.45	\$0.00	\$815.55	\$15,157.05	\$15,972.60	\$0.00		[X] - 1/9/2018 by wauseonrec_342
4/4/2017	4/10/2017	\$280.00	\$89.60	\$0.00	\$190.40	\$15,972.60	\$16,163.00	\$0.00		[X] - 1/9/2018 by wauseonrec_342
4/11/2017	4/17/2017	\$210.00	\$37.45	\$0.00	\$172.55	\$16,163.00	\$16,335.55	\$0.00		[X] - 1/9/2018 by wauseonrec_342
4/18/2017	4/24/2017	\$380.00	\$59.50	\$0.00	\$320.50	\$16,335.55	\$16,656.05	\$0.00		[X] - 1/9/2018 by wauseonrec_342
4/25/2017	5/1/2017	\$505.00	\$52.85	\$0.00	\$452.15	\$16,656.05	\$17,108.20	\$0.00		[X] - 1/9/2018 by wauseonrec_342

Bank Reconciliation - Details

Start Date	End Date	Funds Received	Jevin Fee	Chargeback This Week Net	Carry Forward	Net	Amount Distributed	Balance	Reconciled Jevin Deposits
5/2/2017	5/8/2017	\$515.00	\$48.30	\$0.00	\$466.70	\$17,108.20	\$17,574.90	\$0.00	[X] - 1/9/2018 by wauseonrec_342
5/9/2017	5/15/2017	\$460.00	\$50.75	\$0.00	\$409.25	\$17,574.90	\$17,984.15	\$0.00	[X] - 1/9/2018 by wauseonrec_342
5/16/2017	5/22/2017	\$450.00	\$52.85	\$0.00	\$397.15	\$17,984.15	\$18,381.30	\$0.00	[X] - 1/9/2018 by wauseonrec_342
5/23/2017	5/29/2017	\$100.00	\$10.50	\$0.00	\$89.50	\$18,381.30	\$18,470.80	\$0.00	[X] - 1/9/2018 by wauseonrec_342
5/30/2017	6/5/2017	\$270.00	\$41.30	\$0.00	\$228.70	\$18,470.80	\$18,699.50	\$0.00	[X] - 1/9/2018 by wauseonrec_342
6/6/2017	6/12/2017	\$80.00	\$48.65	\$0.00	\$31.35	\$18,699.50	\$18,730.85	\$0.00	[X] - 1/9/2018 by wauseonrec_342
6/13/2017	6/19/2017	\$540.00	\$57.40	\$0.00	\$482.60	\$18,730.85	\$19,213.45	\$0.00	[X] - 1/9/2018 by wauseonrec_342
6/20/2017	6/26/2017	\$550.00	\$38.50	\$0.00	\$511.50	\$19,213.45	\$19,724.95	\$0.00	[X] - 1/9/2018 by wauseonrec_342
6/27/2017	7/3/2017	\$390.00	\$49.70	\$0.00	\$340.30	\$19,724.95	\$20,065.25	\$206.15	[X] - 1/9/2018 by wauseonrec_342
7/4/2017	7/10/2017	\$530.00	\$47.60	\$0.00	\$482.40	\$19,859.10	\$20,341.50	\$0.00	[X] - 1/9/2018 by wauseonrec_342
7/11/2017	7/17/2017	\$945.00	\$113.75	\$0.00	\$831.25	\$20,341.50	\$21,172.75	\$0.00	[X] - 1/9/2018 by wauseonrec_342
7/18/2017	7/24/2017	\$380.00	\$97.30	\$0.00	\$282.70	\$21,172.75	\$21,455.45	\$0.00	[X] - 1/9/2018 by wauseonrec_342
7/25/2017	7/31/2017	\$540.00	\$89.60	\$0.00	\$450.40	\$21,455.45	\$21,905.85	\$353.85	[X] - 1/9/2018 by wauseonrec_342
8/1/2017	8/7/2017	\$2,190.00	\$320.95	\$0.00	\$1,869.05	\$21,552.00	\$23,421.05	\$0.00	[X] - 1/9/2018 by wauseonrec_342
8/8/2017	8/14/2017	\$395.00	\$70.70	\$0.00	\$324.30	\$23,421.05	\$23,745.35	\$0.00	[X] - 1/9/2018 by wauseonrec_342
8/15/2017	8/21/2017	\$325.00	\$49.00	\$0.00	\$276.00	\$23,745.35	\$24,021.35	\$0.00	[X] - 1/9/2018 by wauseonrec_342
8/22/2017	8/28/2017	\$145.00	\$28.70	\$0.00	\$116.30	\$24,021.35	\$24,137.65	\$0.00	[X] - 1/9/2018 by wauseonrec_342
8/29/2017	9/4/2017	\$130.00	\$21.00	\$0.00	\$109.00	\$24,137.65	\$24,246.65	\$0.00	[X] - 1/9/2018 by wauseonrec_342
9/5/2017	9/11/2017	\$85.00	\$24.85	\$0.00	\$60.15	\$24,246.65	\$24,306.80	\$0.00	[X] - 1/9/2018 by wauseonrec_342
9/12/2017	9/18/2017	\$350.00	\$68.60	\$0.00	\$281.40	\$24,306.80	\$24,588.20	\$0.00	[X] - 1/9/2018 by wauseonrec_342
9/19/2017	9/25/2017	\$50.00	\$18.55	\$0.00	\$31.45	\$24,588.20	\$24,619.65	\$0.00	[X] - 1/9/2018 by wauseonrec_342
9/26/2017	10/2/2017	\$135.00	\$26.60	\$0.00	\$108.40	\$24,619.65	\$24,728.05	\$0.00	[X] - 1/9/2018 by wauseonrec_342
10/3/2017	10/9/2017	\$315.00	\$29.75	\$0.00	\$285.25	\$24,728.05	\$25,013.30	\$0.00	[X] - 1/9/2018 by wauseonrec_342

Bank Reconciliation - Details

Start Date	End Date	Funds Received	Jevin Fee	Chargeback Fee	This Week Net	Carry Forward	Net	Amount Distributed	Balance	Reconciled, Jevin Deposits
10/10/2017	10/16/2017	\$380.00	\$54.60	\$0.00	\$325.40	\$25,013.30	\$25,338.70	\$0.00		[x] - 1/9/2018 by wauseonrec_342
10/17/2017	10/23/2017	\$690.00	\$85.05	\$0.00	\$604.95	\$25,338.70	\$25,943.65	\$0.00		[x] - 1/9/2018 by wauseonrec_342
10/24/2017	10/30/2017	\$225.00	\$30.80	\$0.00	\$194.20	\$25,943.65	\$26,137.85	\$96.95		[x] - 1/9/2018 by wauseonrec_342
10/31/2017	11/6/2017	\$325.00	\$26.95	\$0.00	\$298.05	\$26,040.90	\$26,338.95	\$0.00		[x] - 1/9/2018 by wauseonrec_342
11/7/2017	11/13/2017	\$255.00	\$41.30	\$0.00	\$213.70	\$26,338.95	\$26,552.65	\$0.00		[x] - 1/9/2018 by wauseonrec_342
11/14/2017	11/20/2017	\$1,015.00	\$187.95	\$0.00	\$827.05	\$26,552.65	\$27,379.70	\$0.00		[x] - 1/9/2018 by wauseonrec_342
11/21/2017	11/27/2017	\$160.00	\$25.90	\$0.00	\$134.10	\$27,379.70	\$27,513.80	\$0.00		[x] - 1/9/2018 by wauseonrec_342
11/28/2017	12/4/2017	\$165.00	\$30.10	\$0.00	\$134.90	\$27,513.80	\$27,648.70	\$0.00		[x] - 1/9/2018 by wauseonrec_342
12/5/2017	12/11/2017	\$40.00	\$5.60	\$0.00	\$34.40	\$27,648.70	\$27,683.10	\$0.00		[x] - 1/9/2018 by wauseonrec_342
12/12/2017	12/18/2017	\$150.00	\$13.65	\$0.00	\$136.35	\$27,683.10	\$27,819.45	\$0.00		[x] - 1/9/2018 by wauseonrec_342
12/19/2017	12/25/2017	\$0.00	\$0.00	\$0.00	\$0.00	\$27,819.45	\$27,819.45	\$12.95		[x] - 1/9/2018 by wauseonrec_342
12/26/2017	1/1/2018	\$0.00	\$0.00	\$0.00	\$0.00	\$27,806.50	\$27,806.50	\$0.00		[x] - 1/9/2018 by wauseonrec_342
1/2/2018	1/8/2018	\$40.00	\$2.80	\$0.00	\$37.20	\$27,806.50	\$27,843.70	\$0.00		[x] - 1/10/2018 by wauseonrec_342
1/9/2018	1/15/2018	\$0.00	\$0.00	\$0.00	\$0.00	\$27,843.70	\$27,843.70	\$0.00		[x] - 1/16/2018 by wauseonrec_342
1/16/2018	1/22/2018	\$0.00	\$0.00	\$0.00	\$0.00	\$27,843.70	\$27,843.70	\$0.00		[x] - 1/24/2018 by wauseonrec_342
1/23/2018	1/29/2018	\$0.00	\$0.00	\$0.00	\$0.00	\$27,843.70	\$27,843.70	\$0.00		[x] - 1/26/2018 by wauseonrec_342
TOTAL		\$44,392.00	\$7,350.28	\$40.00	\$37,001.72			\$9,158.02		\$36,286.72

FILED
FULTON COUNTY
COMMON PLEAS COURT

2018 AUG 29 P 3 53

TRACY L. ZUVER
CLERK

IN THE COURT OF COMMON PLEAS OF FULTON COUNTY, OHIO

Wauseon Recreation Association, Inc.

*

Case No. 18CV000142

Plaintiff,

*

Judge Jeffrey L. Robinson

*

PRAECIPE FOR SERVICE

vs.

*

Thomas A. McWatters III (00036914)

Jevin, Inc.,

*

BARBER, KAPER, STAMM,

MCWATTERS & WHITLOCK

124 N. Fulton Street, P.O. Box 531

Defendant.

*

Wauseon, Ohio 43567

Ph: (419) 337-5065

*

Fax: (419) 337-1136

Now comes Plaintiff Wauseon Recreation Association, Inc., by and through Thomas A. McWatters III, Wauseon City Law Director, and requests the Court to issue the Summons and Complaint upon Defendants Jevin, Inc. and Daniel E. Ptak, by certified mail in accordance with the Rule of Civil Procedure at the following addresses:

Jevin, Inc.
1223 Ashford Lane
Allen, Texas 75002

Daniel E. Ptak
1223 Ashford Lane
Allen, Texas 75002

Respectfully submitted,



Thomas A. McWatters III
Attorney for Plaintiff