[Cite as *Carlson v. Green*, 2016-Ohio-8606.]

DANIELLE E. CARLSON Requester v. CITY OF GREEN Respondent	Case No. 2016-00783-PQ Special Master Jeffery W. Clark REPORT AND RECOMMENDATION

{¶1} On October 25, 2016, Requester Danielle E. Carlson filed a complaint under R.C. 2743.75 alleging denial of access to a public record in violation of R.C. 149.43(B). Carlson attached copies of the original records request, and her related correspondence with Respondent City of Green (City). On November 29, 2016, mediation was conducted with Carlson and a representative of the City. On November 30, 2016, the Court was notified that the case was not resolved and that mediation was terminated.

{¶2} On December 14, 2016, the City filed what is construed as a combined response and motion to dismiss pursuant to R.C. 2743.75(E)(2).[1] The City attached copies of a settlement agreement between the City and a former employee regarding termination of employment, and e-mail correspondence from the former employee's counsel threatening litigation if the requested record is released.

{¶3} It is undisputed that Mayor Gerard M. Neugebauer sent a termination letter dated April 5, 2016 to City employee Nicholas Molnar (Molnar), and the settlement agreement submitted by both parties shows that the letter was placed in Molnar's personnel file. On April 20, 2016, Carlson, a news reporter for WOIO Cleveland 19, sent an e-mail to the City (attached to complaint) making the following request:

[1] R.C. 2743.75(E)(2) provides, "Within ten business days after the termination of the mediation or the notification to the court that the case was not referred to mediation under division (E)(1) of this section, the public office or person responsible for public records **shall file a response, and if applicable, a motion to dismiss the complaint,** [emphasis added] * * *. No further motions or pleadings shall be accepted by the clerk of the court of claims or by the special master * * *."

> To whom it may concern,
>
> Under the Ohio Open Records Law, §149.43 et seq., I am requesting an opportunity to inspect or obtain copies of: Any and all personnel records for Nick Molnar including but not limited to any information, documents, photos, videos related to any disciplinary actions.
> * * *

Correspondence attached to the complaint shows that the request was forwarded the same day to the Law Director for the City, Steve Pruneski (Pruneski) and his Administrative Coordinator, Lisa Sexton (Sexton).

{¶4} By letter of April 26, 2016, the City and Molnar entered into a settlement agreement (attached to complaint, and to the City of Green's Brief in Support of Motion to Dismiss (City's Brief)). In addition to other terms, the City agreed,

> "* * * to remove the letter dated April 5, 2016 from your personnel file and will destroy all copies of that letter. The payroll status form in your file will also be changed to "Resignation". This correspondence shall be placed in your file as the sole, permanent record. * * *
>
> We have further agreed to keep the terms of the resolution of your employment with the City confidential; except to comply with public records requests."

{¶5} On April 28, 2016, Sexton notified Carlson that 62 pages of documents were ready for her review. On May 3, 2016, Carlson picked up the documents, which included the intervening settlement agreement. On May 5, 2016, Carlson sent an e-mail to Pruneski and Sexton with a follow-up request[2] for "[t]he letter to Nick Molnar dated April 5, 2016 (including any draft copies)." Pruneski responded on May 11, 2016:

[2] The April 5, 2016 letter was encompassed by the April 20, 2016 request for, "[a]ny and all personnel records for Nick Molnar including but not limited to any information, documents, photos, videos related to any disciplinary actions." Carlson's May 5, 2016 e-mail is construed as follow-up to request an omitted document responsive to the original request, even though worded as a separate public records request.

> "As part of resolving a legal dispute and threatened litigation, we made an agreement with Mr. Molnar. The Courts have enforced a similar agreement; and; in one case, found the State breached an agreement with a former employee by failing to remove documents from his file, as agreed. The City will honor its Agreement with Mr. Molnar. There are no records responsive to your request."

The City now states that after removing it from Molnar's personnel file, it kept and still keeps the original of the April 5, 2016 letter. Only "copies" were destroyed.[3]

{¶6} On June 7, 2016, Bryan Carr, legal counsel for Molnar, notified Diane Calta (successor to Pruneski as City Law Director), "* * * I understand that you contacted Mr. Molnar and advised him that you intend on providing the April 5, 2016 letter (all copies of which the City was obligated to have destroyed…months ago) to a news station." Carr then warned, "that should you continue to hold this position, my client will immediately file litigation and request an immediate Restraining Order. Further, my client will prosecute claims against the City of Green, the Mayor and you (*personally*) for your willful and wanton conduct, disregard and deliberate breach of contract and civil rights violations (among other claims)." (Emphasis original.)

{¶7} On October 25, 2016 Carlson filed this action, claiming that the City wrongfully denied her access to the requested termination letter dated April 5, 2016. Carlson also alleges "denial of electronic access," without further explanation. Carlson's claim will be limited to the only document she referenced as having been denied in her complaint and attached correspondence. Correspondence she submitted on December 5, 2016 will be considered for arguments relevant to this claim, but references to additional City records will not be considered as pleaded or resolved in this action. *See* fn.1.

{¶8} The City moves to dismiss the complaint for failure to state a claim, Civ.R. 12(B)(6), on the grounds that: 1) Carlson lacks standing to bring this action; 2)

[3] "[T]he original of the April 5, 2016 Termination Letter was not destroyed since the City is of the opinion that it can only be destroyed in accordance with its Records Retention Schedule." City's Brief, p. 11.

the termination letter is not a "public record"; and 3) the City may withhold the document in order to honor the terms of its settlement agreement with Molnar. In construing a motion to dismiss pursuant to Civ.R. 12(B)(6), the court must presume that all factual allegations of the complaint are true and make all reasonable inferences in favor of the non-moving party. *Mitchell v. Lawson Milk* Co., 40 Ohio St.3d 190, 192 (1988). Then, before the court may dismiss the complaint, it must appear beyond doubt that plaintiff can prove no set of facts entitling him to recovery. *O'Brien v. Univ. Community Tenants Union, Inc.,* 42 Ohio St.2d 242, 245 (1975). The unsupported conclusions of a complaint are, however, not admitted and are insufficient to withstand a motion to dismiss. *Mitchell* at 193.

{¶9} The City first argues that Carlson has no basis for standing to file her complaint because she is not the real party in interest and cannot demonstrate a specific injury in fact. However, the cases cited in support are inapposite to actions brought in relation to a specific statute,[4] such as the specific statutory remedies regarding public records. "When an action is brought in relation to a specific statute or constitutional provision, the plaintiff need only demonstrate that the interest he or she seeks to protect falls within the 'zone of interests' that are protected or regulated, and not that he or she has suffered an injury in fact." *Taser International, Inc. v. Chief Med. Examiner*, 9th Dist. Summit No. 24233, 2009-Ohio-1519, ¶ 17-18 (challenge to conclusions of coroner under R.C. 313.19). *See also City of Wooster v. Enviro-Tank Clean, Inc.*, 9th Dist. Wayne No. 13CA0012, 2015-Ohio-1876, ¶ 12-15.

{¶10} Statutory authority to assert a violation of R.C. 149.43(B) is established at R.C. 149.43(C):

> "(C)(1) *If a person allegedly is aggrieved* by the failure of a public office or the person responsible for public records to promptly prepare a public record and to make it available to the person for inspection in accordance with division (B) of

[4] Other than *Middletown v. Ferguso*n, 25 Ohio St. 3d 71, 75-76, (1986), in which the Court found that a specific statute authorized judicial review without further need to support standing.

> this section or by any other failure of a public office or the person responsible for public records to comply with an obligation in accordance with division (B) of this section, *the person allegedly aggrieved may do only one of the following, and not both*:
>
> (a) *File a complaint with the clerk of the court of claims or the clerk of the court of common pleas under section 2743.75 of the Revised Code*;
>
> (b) Commence a mandamus action to obtain a judgment that orders the public office or the person responsible for the public record to comply with division (B) of this section, * * *." (Emphasis added.)

In *State ex rel. White v. Cleveland*, 34 Ohio St. 2d 37, 40, 295 N.E.2d 665, 668 (1973), the Ohio Supreme Court recognized that public records actions enforce a public right:

> "[I]t is clear that R.C. 149.43 *establishes a public right* to the inspection and copying of public records and imposes upon municipal corporations the mandatory duty to permit same. * * * *the appellees, regardless of any private or personal benefit, have enforced a right of action on behalf of and for the benefit of the general public.* This action is, therefore, properly categorized as a 'taxpayer's action.'" (Emphasis added.)

{¶11} Like the statutory action under R.C. 313.19, R.C. 149.43(C) does not limit, "* * * the purpose for which challenges are brought, or the persons who may bring a challenge," *LeFever v. Licking Cty. Coroner's Office*, 5th Dist. Licking No. 06-CA-13, 2006-Ohio-6795, ¶19. Standing in this statutory action requires only that the requester be "allegedly aggrieved." The Ohio Supreme Court recently addressed the *de minimus* threshold for a person to be "aggrieved" under R.C. 149.43(C):

> "*Every* records requester is aggrieved by a violation of division (B), and division (C)(1) authorizes the bringing of a mandamus action by any requester. That same provision authorizes statutory damages for certified-mail requests when there are violations of division (B). The statutory language leaves no room for a determination that damages may be denied based on an inquiry into the requester's state of mind." (Emphasis original.)
>
> *State ex rel. DiFranco v. S. Euclid*, 138 Ohio St.3d 367, 373, 2014-Ohio-538, ¶ 27.

{¶12} The same language relied on in *DiFranco* now authorizes the filing of a complaint under R.C. 2743.75, recently added to the same subdivision as an alternative remedy by 2015 Sub. S.B. No. 321. Thus, any person "allegedly aggrieved" has standing to file either action. The statutory language leaves no room for an additional requirement of injury in fact. *See State ex rel. Bott Law Group, LLC v. Ohio Dept. of Natural Resources*, 10th Dist. Franklin No. 12AP-448, 2013-Ohio-5219, ¶ 32 ("Nor is it necessary in this [public records] case for relator to prove harm or prejudice * * *.").

{¶13} Finally, proof of harm or prejudice, or any other formulation of "injury in fact," would necessarily start with disclosure of the intended use of the records requested – a forbidden inquiry here. The Supreme Court stated in *State ex rel. Quolke v. Strongsville City School Dist. Bd. of Edu*., 142 Ohio St.3d 509, 2015-Ohio-1083, ¶ 21-24:

> "The concept is codified in R.C. 149.43(B)(4), which states that unless it is otherwise specifically permitted by law, 'no public office or person responsible for public records may limit or condition the availability of public records by requiring disclosure of the requester's identity or the intended use of the requested public record.' Therefore, the identity of the original requester, as well as his reason for requesting the records, is irrelevant, and Quolke is an 'aggrieved person' even though he made his original requests through counsel. *He has standing to sue* * * *" (Emphasis added.)

{¶14} Carlson has alleged that she made a public records request to the City, and that the City failed to provide access to the requested record in violation of R.C. 149.43(B). As a person thus "allegedly aggrieved," she has standing to sue.

{¶15} Carlson's complaint separately alleges "Denial of Electronic Access." However, neither her April 20, 2016 request nor the May 5, 2016 follow-up asks for copies in an electronic format. The only mention of electronic media in her complaint and attached evidence is in the April 28, 2016 e-mail from Sexton to Carlson, which

states, "Unfortunately, we do not send these documents electronically, * * *." Denial of a record that was never requested does not state a valid claim for relief. "R.C. 149.43(C) requires a prior request as a prerequisite to a mandamus action." *State ex rel. Lanham v. Smith*, 112 Ohio St.3d 527, 2007-Ohio-609, ¶ 14. "There can be no 'failure' of a public office to make a public record available 'in accordance with division (B),' without a request for the record under division (B)." *State ex rel. Bardwell v. Ohio Atty. Gen*., 181 Ohio App.3d 661, 2009-Ohio-1265, ¶ 5 (10th Dist.). Further, while a public office is required to duplicate records on any medium on which it is "kept," or on paper, or on any other medium the office determines that it can reasonably be duplicated as an integral part of the normal operations of the office, R.C. 149.43(B)(6), Carlson has not made any factual allegation that the City was capable of providing this record on an electronic medium had she so requested. I conclude that Carlson has failed to state a claim upon which relief may be granted regarding denial of *electronic* access.

{¶16} The complaint alleges that the City withheld a document memorializing a City personnel decision and action, and this sufficiently alleges the document's status as a "record." *State ex rel. Dispatch Printing Co. v. Wells*, 18 Ohio St. 3d 382, 383 (1985). Finally, the City argues that a settlement agreement permits withholding the document from the public records request. However, for purposes of a motion to dismiss, the complaint is not required to anticipate and counter every potential defense. *Patriot Water Treatment, LLC v. Ohio Dept. of Natural Resources*, 10th Dist. Franklin No. 13AP-370, 2013-Ohio-5398, ¶ 15. The City's second and third arguments for dismissal thus fail to challenge the sufficiency of the complaint, but both arguments will be considered below in the analysis of the merits of the claim.

{¶17} I conclude that Carlson has stated allegations that, if proven, may entitle her to relief under R.C. 2743.75 for denial of access to public records. I recommend that the City's motion to dismiss be GRANTED as to the claim for denial of electronic

access. I recommend that the motion be DENIED as to the claim of denial of access to the termination letter dated April 5, 2016, and that this claim be determined on its merits.

{¶18} As amended by 2015 Sub. S.B. No. 321, R.C.149.43(C) provides that a person

allegedly aggrieved by a violation of division (B) of that section may either commence a mandamus action (a remedy that predates the amendment) or file a complaint under R.C. 2743.75 (a remedy created by the amendment). In mandamus actions alleging violations of R.C. 149.43(B), case law provides that relators must establish by "clear and convincing evidence" that they are entitled to relief. *State ex rel. Miller v. Ohio State Hwy. Patrol,* 136 Ohio St.3d 350, 2013-Ohio-3720, ¶ 14. The respondent, in turn, has the burden of proving that the records are exempt from disclosure under R.C. 149.43. *State ex rel. Natl. Broadcasting Co., Inc. v. Cleveland*, 38 Ohio St.3d 79, 526 N.E.2d 786 (1988), paragraph two of the syllabus. As for actions under R.C. 2743.75 alleging violations of R.C. 149.43(B), neither party has suggested that another standard should apply, nor is another standard prescribed by statute. R.C. 2743.75(F)(1) states that such claims are to be determined through "the ordinary application of statutory law and case law * * *." Accordingly, the merits of this claim shall be determined under a standard of clear and convincing evidence.

{¶19} In order to obtain relief in this action, Carlson must demonstrate that she is a person aggrieved by a denial of access to public records in violation of division (B) of section 149.43 of the Revised Code. R.C. 2743.75(C) and R.C. 2743.75(F)(3). R.C. 149.43(B)(1) provides, in pertinent part, that "* * * upon request, a public office or person responsible for public records shall make copies of the requested public record available at cost and within a reasonable period of time."

{¶20} Carlson alleges denial of access in violation of R.C. 149.43(B), in regard to her April 20, 2016 request for "his [Nick Molnar's] letter of termination." The City

responds by first arguing that the April 5, 2016 letter requested by Carlson "is not a public record." "'*Public record*' means *records* kept by any public office, including, but not limited to, state, county, *city*, village, township, and school district units, * * *" R.C. 149.43(A)(1). (Emphasis added.) In turn, R.C. 149.011 provides that, "As used in this chapter, except as otherwise provided:

> * * *
> (G) 'Records' includes any document, device, or item, regardless of physical form or characteristic, including an electronic record as defined in section 1306.01 of the Revised Code, created or received by or coming under the jurisdiction of any public office of the state or its political subdivisions, *which serves to document the organization, functions, policies, decisions, procedures, operations, or other activities of the office.*" (Emphasis added.)

The City does not dispute that it is the public office that has kept the April 5, 2016 letter, but argues that the termination letter is not a "record" because it does not "[serve] to document the organization, functions, policies, decisions, procedures, operations, or other activities of the office."

{¶21} However, the Ohio Supreme Court holds that records documenting the decision to terminate employees, including investigation reports and termination letters contained in personnel files, meet the definition of "records" of an office under R.C. 149.011(G). *State ex rel*. *Freedom Communications v. Elida Community Fire Co.*, 82 Ohio St.3d 578, 581 (1998); *Bowman v. Parma Bd. of Edn.*, 44 Ohio App.3d 169, 173, 542 N.E.2d 663, 667, (8th Dist. 1988). Under the rationale and holding of *Freedom Communications*, I conclude that the termination letter and settlement agreement are both "records," documenting two related decisions of the City.

{¶22} Next, the City characterizes Carlson's public records request as seeking only "Molnar's personnel *file*," and states that this request was fully satisfied by providing a copy of "the personnel file," after removal of the April 5, 2016 letter from "the personnel file." City's Brief, pp. 3-7, 11. Instead, Carlson on April 20, 2016 broadly requested "[a]ny and all personnel *records* for Nick Molnar," without regard to their

location in a particular file, and "including but not limited to any information, documents, * * * related to any disciplinary actions." Her follow-up on May 5, 2016 specified the letter to Molnar dated April 5, 2016, again without limiting the request to Molnar's "personnel file." Even assuming, *arguendo*, that the termination letter was only a "record," or responsive to the request, during the time it was kept in Molnar's personnel file, the settlement agreement establishes that the termination letter was kept in Molnar's personnel file prior to the agreement date of April 26, 2016. The City does not allege that it was removed before Carlson's request of April 20, 2016.

{¶23} The City states that the termination letter was superseded by the settlement agreement of April 26, 2016. This allegation has no effect on the status of the April 5, 2016 letter as a "record." Even drafts of settlement agreements or bargaining agreements, although superseded by final versions, are held to be "records" of steps taken in an overall process when they document the policies, considerations taken, conclusions drawn, decisions, and other activities of the public office. *State ex rel. Cincinnati Enquirer v. Dupuis*, 98 Ohio St.3d 126, 130, 2002-Ohio-7041, ¶ 20; *State ex rel. Calvary v. Upper Arlington*, 89 Ohio St.3d 229, 232 (2000). By analogy, "superseding" records of demotions, pay adjustments, amended job descriptions, and other changes to conditions in employment have no effect on the status of records documenting the employment conditions that preceded those changes.

{¶24} Once official records are created, they "are the property of the public office concerned and shall not be removed, destroyed, mutilated, transferred, or otherwise damaged or disposed of, in whole or in part, except as provided by law or under the rules adopted by the records commissions * * *." R.C. 149.351(A). The City agrees that this termination letter may only be destroyed in accordance with its Records Retention Schedule, City's Brief, p. 11, a schedule that applies only to "records." *See* R.C. 149.39 *Records commission - municipal corporation* ("The functions of the commission shall be to provide rules for retention and disposal of *records* of the municipal corporation, * * *").

{¶25} Even if the April 5, 2016 letter could have been disposed of under the City's Records Retention Schedule, the scheduled copy of the letter was in fact still kept by the City at the time of Carlson's public records requests, in some other location. "[S]o long as a public record is kept by a government agency, it can never lose its status as a public record." *State ex rel. Dispatch Printing Co. v. Columbus*, 90 Ohio St.3d 39, 41, 734 N.E.2d 797 (2000). That status persists regardless of the location of the record copy, or mitigating copies. *State ex rel. Toledo Blade Co. v. Seneca Cty. Bd. Of Commrs*., 120 Ohio St.3d 372, 2008-Ohio-6253, ¶ 26-28 (deleted e-mails still recoverable from public office hard drives did not lose their status as public records). Carlson's initial public records request was made six days prior to the date of the settlement agreement, when the April 5, 2016 letter was the sole and active documentation of Molnar's termination of employment.

{¶26} The City argues that to the extent the termination letter is not a public record, or contains "personal information" as defined in R.C. 1347.01(E), it would be under an affirmative duty, pursuant to R.C. 1347.05(G), to prevent its disclosure. City's Brief, p. 9. However, R.C. 1347.04(B) removes any public record, and any personal information contained in a public record, from the operation of Chapter 1347:

> (B) The provisions of this chapter shall not be construed to prohibit the release of public records, or the disclosure of personal information in public records, as defined in section 149.43 of the Revised Code, * * *.
>
> The disclosure to members of the general public of personal information contained in a public record, as defined in section 149.43 of the Revised Code, is not an improper use of personal information under this chapter.

Since the letter of April 5, 2016 meets the definition of a public record in section 149.43 of the Revised Code, its release is not prohibited by Chapter 1347. *Fischer v. Kent State Univ*., 10th Dist. Franklin No. 14AP-789, 2015-Ohio-3569, ¶ 12.

{¶27} I conclude that by clear and convincing evidence the requested letter of April 5, 2016 is a "record" as defined in R.C. 149.011(G), and a "public record" as

defined in R.C. 149.43(A)(1). However, R.C. 149.43(B)(1) provides that "[i]f a public record contains information that is exempt from the duty to permit public inspection or to copy the public record, the public office or the person responsible for the public record shall make available all of the information within the public record that is not exempt." I conclude that the City may redact any specific information within the letter that is a non-record, such as the home address of an employee, or otherwise specifically exempted. *State ex rel. Dispatch Printing Co. v. Johnson*, 106 Ohio St.3d 160, 2005-Ohio-4384, ¶ 25; *State ex rel. Fant v. Enright*, 66 Ohio St.3d 186, 188 (1993).

{¶28} Next, the City argues that the letter of April 5, 2016 is excepted from disclosure because a term in its April 26, 2016 settlement agreement with Molnar provides that the City would "remove the letter dated April 5, 2016 from your personnel file and will destroy all copies of that letter." The City alleges that release of the April 5, 2016 letter in response to a public records request would result in liability based on breach of contract. In a related clause, the settlement agreement recognizes the primacy of the Public Records Act: "We have further agreed to keep the terms of the resolution of your employment with the City confidential, except to comply with public records requests."

{¶29} A public office refusing to release records has the burden of proving the records are excepted from disclosure. *Gilbert v. Summit Cty*., 104 Ohio St.3d 660, 2004-Ohio-7108, ¶6. In arguing that release is excepted because of the settlement agreement, the City relies on *Jeffers v. Ohio Dept. of Natural Res*ources, Ct. of Cl. No. 2006-04199, 2009-Ohio-7026, for the proposition that "a clause to remove associated discipline from the employee's personnel file to indicate resignation rather than termination was enforceable." City's Brief, pp. 10-11. However, the City candidly notes that *Jeffers* is factually inapposite because it has complied with its agreement to remove the termination letter from Molnar's personnel file, and legally inapposite because *Jeffers* did not reach any question related to a public records request. *Id*.

{¶30} Ohio case law on the issue of confidentiality agreements asserted to withhold public records provides that, "[a] public entity cannot enter into enforceable promises of confidentiality regarding public records." *State ex rel. Findlay Publ. Co. v. Hancock County Bd. of Commrs.*, 80 Ohio St. 3d 134, 137 (1997); *Abdollahi v. Ohio Dept. of Pub. Safety*, Ct. of Cl. No. 2014-00286, 2016-Ohio-1252, ¶ 16; *State ex rel. Dwyer v. Middletown*, 52 Ohio App.3d 87, 557 N.E.2d 788, 790 (12th Dist. 1988). A contractual promise of confidentiality with respect to an otherwise public record would violate R.C. 149.43 if enforced, and such a provision in an agreement is void *ab initio*. *Teodecki v. Litchfield Twp*., 9th Dist. Medina No. 14CA0085-M, 2015-Ohio-2309, ¶ 23-25; *Toledo Police Patrolman's Assn.*, *Local 10 v. Toledo*, 94 Ohio App.3d 734, 739, 641 N.E.2d 799, 802, (6th Dist. 1994).

{¶31} Even were there ambiguity on this issue, it must be resolved in favor of disclosure. The policy underlying the Public Records Act is that "open government serves the public interest and our democratic system." *State ex rel. Dann v. Taft*, 109 Ohio St.3d 364, 2006-Ohio-1825, 848 N.E.2d 472, ¶ 20. Therefore, R.C. 149.43 must be construed "liberally in favor of broad access, and any doubt is resolved in favor of disclosure of public records." *State ex rel. Cincinnati Enquirer v. Hamilton Cty.*, 75 Ohio St.3d 374, 376, 662 N.E.2d 334 (1996). Exceptions to disclosure must be strictly construed. *State ex rel. Thomas v. Ohio State Univ.*, 71 Ohio St.3d 245, 247, 643 N.E.2d 126 (1994). I conclude that the City has not met its burden to show that the termination letter of April 5, 2016 is exempt from disclosure under R.C. 149.43.

{¶32} Upon consideration of the pleadings and attachments, I find that Carlson has established by clear and convincing evidence that the letter of April 5, 2016 was a public record pursuant to R.C. 149.43(A). I further conclude that the failure of the City to provide the letter of April 5, 2016 in response to Carlson's requests denied Carlson access to a public record in violation of division (B) of section 149.43 of the Revised Code. Accordingly, I recommend that the court issue an order GRANTING Carlson's

claim, and which 1) directs the City to provide Carlson with a copy of Mayor Neugebauer's letter of April 5, 2016 to Molnar, subject to redaction of any specifically exempted or non-record information, and 2) provides that Carlson is entitled to recover from the City the costs associated with this action, including the twenty-five dollar filing fee. R.C. 2743.75(F)(3)(b).

{¶33} *Pursuant to R.C. 2743.75(F)(2), within seven business days after receiving this report and recommendation, either party may file a written objection with the clerk of the Court of Claims of Ohio. Any objection to the report and recommendation shall be specific and state with particularity all grounds for the objection.*

JEFFERY W. CLARK
Special Master

cc:

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