

[Cite as *State v. Lemons*, 2015-Ohio-2382.]

Court of Appeals of Ohio

EIGHTH APPELLATE DISTRICT
COUNTY OF CUYAHOGA

JOURNAL ENTRY AND OPINION
No. 101361

STATE OF OHIO

PLAINTIFF-APPELLEE

vs.

RODNEY LEMONS

DEFENDANT-APPELLANT

**JUDGMENT:
AFFIRMED**

Criminal Appeal from the
Cuyahoga County Court of Common Pleas
Case No. CR-13-576552-A

BEFORE: Keough, J., Celebrezze, A.J., and Kilbane, J.

RELEASED AND JOURNALIZED: June 18, 2015

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KATHLEEN ANN KEOUGH, J.:

{¶1} Defendant-appellant, Rodney Lemons, appeals his convictions from offenses arising out of a series of financial maneuvers including the execution of legal documents in an attempt to exert total control over the finances and trust fund of the victim, A.E. For the reasons that follow, we affirm.

{¶2} In 2013, Lemons was named in an eight count indictment charging one count of telecommunications fraud, in violation of R.C. 2913.05(A); four counts of securing writings by deception, in violation of R.C. 2913.43(A); two counts of attempted aggravated theft, in violation of R.C. 2923.02 and 2913.02(A)(1) and (3); and one count of extortion, in violation of R.C. 2905.11(A)(5). Following discovery, Lemons waived his right to counsel and he tried his case before a jury where the following evidence was presented.

{¶3} A.E., an adult who suffers from learning disabilities, met Lemons through a friend around 2003. In 2010, Lemons wanted A.E. to become an investor with Bridge Enterprises (“Bridge”), a company Lemons founded and owned. A.E. testified that she thought she wanted to get involved in Bridge because it helped “kids with basketball” and because she thought she and Lemons were friends. However, the evidence throughout trial was abundantly clear that Lemons’s intent in getting A.E. involved in Bridge was to take advantage of her for his own financial benefit.

{¶4} In March 2010, Lemons told A.E. that she needed to sign onto Bridge's business account at PNC Bank because it would give her an "opportunity to become more of a part of Bridge." Lemons accompanied A.E. to PNC where she executed a signature card and became a joint account holder. Thereafter, a series of financial and legal transactions occurred involving A.E. at the persistence and direction of Lemons, but to the detriment of A.E.

{¶5} A.E. testified that Lemons decided that Bridge needed a "flashy" car for business meetings. Because her credit was better than his, Lemons told her that the car would be placed in her name. According to A.E., they went to the car dealership with Anthony Jones, a friend of Lemons. At Lemons's request, she brought a copy of her pay stubs. The handwritten credit application provided that A.E. lived in Macedonia, was employed by Bridge making \$2,000 per month, and that both Lemons and Jones were her "nearest relatives/friends not in household." At trial, A.E. denied ever living in Macedonia (where Lemons lived) or working for Bridge, even though she possessed Bridge pay stubs.

{¶6} Ilan Lishinsky testified that on June 14, 2010, two males and a female, who he identified as A.E., came into Marshall Ford to purchase a Mercedes Benz. According to Lishinsky, he filled out the financing application for the purchase of the car, but A.E. signed the application. However, Michael Kunash, the finance and business manager at Marshall Ford Lincoln, testified that the handwriting on the credit application was not Lishinsky's. He testified that he submitted A.E.'s' financing application through the

Route One system for an approval of the loan, which was approved by Huntington National Bank. A.E. signed all necessary documents, including financing the vehicle for \$26,189.95.

{¶7} Also on June 14, 2010, Lemons instructed A.E. to meet him at PEF Federal Credit Union. According to A.E., she did not know why they were at the credit union until Lemons told her to apply for a line of credit because it would allow her to “learn more about [Bridge].” Earlene Shoop, a PEF loan officer, testified that A.E. did not have an account with PEF. Therefore, A.E. first became a member of the credit union, then applied for a line of credit. A.E.’s loan application identified that A.E. lived in Macedonia, which was different than her address on her driver’s license. Her application also indicated that A.E. had two jobs, one of which was with “Bridge Sports Enterprises.”

A pay stub from Bridge was presented as proof of income. After inputting all the relevant information into the computer system, A.E. was approved for the requested \$2,000 line of credit on June 21, 2010.

{¶8} On July 2, 2010, and after A.E. received the Visa card issued by PEF in the mail, Lemons accompanied her to the bank to take a cash advance on the credit card. A.E. testified that she took a \$1,000 cash advance on the account and gave both the money and the credit card to Lemons. A.E. denied ever using the credit card for herself, but admitted that she made formal disputes with the bank about the charges made on the account. After no payments were made on the credit card, PEF charged off the account balance of \$2,137.36.

{¶9} On June 25, 2010, Lemons accompanied A.E. to Charter One Bank. A.E. stated that she applied for a \$20,000 loan at Lemon's request. According to A.E., Lemons told her the loan was for Bridge, but that the loan had to go into her name because she had better credit. Becky Hart testified that she processed the loan application for A.E. As part of the application process, the bank required proof of income and a copy of a W-2. Hart testified that she was presented with two pay stubs, one being from Bridge. On a later date, Hart faxed the W-2 and Bridge pay stub to the lending department.

{¶10} According to Hart, A.E. persistently called the bank to check on her loan status. On July 1, 2010, a letter was sent to A.E. informing her that her loan was approved, but only in the amount of \$12,700. A.E. testified that she called the bank repeatedly at Lemons's insistence and when she told him the amount of loan that was approved, Lemons was "not happy." Nevertheless, Lemons took A.E. to Charter One where the bank issued A.E. a counter check withdrawing \$12,700, the entire amount of loan. A.E. gave the check to Lemons, and he deposited it into Bridge's PNC bank account.

{¶11} Nora Koepf, an investigator with Charter One, testified that she had an opportunity to review A.E.'s loan application after the loan went into default. She discovered that the documentation presented at the time of the loan application was fraudulent. Specifically, she identified that the Bridge pay stubs were false. Koepf testified that Charter One took a loss on the loan in the amount of \$12,531.15.

{¶12} Koepf's discovery about the fraudulent documents was corroborated by Beachwood police detective, Alan Baumgartner. He was assigned to investigate a complaint filed by A.E.'s parents that Lemons was taking their daughter, a developmentally disabled adult, to financial institutions to obtain loans. Through his investigation, he discovered that the Bridge pay stubs that were presented to the financial institutions to secure the loans were fraudulent. He testified that not only were the pay stubs facially defective, but there was no money coming out of Bridge's PNC bank account to cover the amount listed on the pay stub and no deposits made into A.E.'s Huntington account.

{¶13} In addition to the loans that were approved, A.E. told the jury that she was denied loans from KeyBank on July 2, 2010, PNC on July 2, 2010, and Fifth Third on August 1, 2010. She further testified that on August 2, 2010, Huntington ultimately declined her loan application for the purchase of the Mercedes. Additionally, documentation was presented demonstrating that A.E.'s car loan was also denied by Chase Bank on August 9, 2010, and by U.S. Bank on August 13, 2010.

{¶14} A.E. also testified Lemons indicated to her that he needed internet service at his home for the business through Windstream. Whenever she would question him about who would be responsible for payment, he indicated that he would pay the bills. But he reminded her that if she wanted to be a part of the business, then her name needed to be on the documents and accounts for the business.

{¶15} A.E. told the jury that at some point, she told Lemons about her trust fund and her bank account with Huntington because Lemons was telling her that the business money was running out. It was around this time that she executed a power of attorney and other legal documents at PNC. According to A.E., Lemons told her that the power of attorney would make it easier for her to access her money and that Lemons would be in charge of her finances. She also stated that she signed the agreement to purchase Bridge because Lemons told her she could be the owner of Bridge, she was flattered, and was being treated as an “ordinary person.” Although she testified that she read the documents before she signed them, she admitted she did not understand them.

{¶16} Jeffrey Suhay, assistant branch manager at PNC, testified that he notarized Lemons’s and A.E.’s signatures on a series of documents. On August 23, 2010, he notarized their signatures on a purchase agreement. On August 24, 2010, he notarized their signatures on a document pledging A.E.’s trust fund and appointing Lemons as trustee of the trust. On August 27, 2010, Suhay notarized a document revoking A.E.’s parents’ rights as signatories on A.E.’s Huntington bank accounts. Suhay also testified that his signature appears as a witness on the power of attorney, appointing Lemons as power of attorney over A.E.

{¶17} Christa Correnti, trust administrator with the Bank of New York Mellon (“BNY Mellon”), testified that A.E. was the beneficiary of an irrevocable trust. On August 19, 2010, A.E. came into the office and requested a copy of her statement of assets in her account, which was provided to A.E. Correnti testified that on August 25,

2010, she received a telephone call from Lemons that he was A.E.'s "executive trustee" and wanted a copy of her trust statement. A.E. subsequently made further inquiry on her accounts and confirmed that Lemons was in fact her trustee. Due to the unusual and suspicious inquiries, Correnti notified both legal counsel and A.E.'s parents. Thereafter, on September 1, 2010, she received a letter from an attorney stating that he represented A.E. and requested information regarding A.E.'s trust and rights. Correnti testified that she forwarded the letter to A.E.'s parents. At the time of these inquiries, A.E.'s trust had a statement balance of \$279,235.

{¶18} A.E. told the jury that after executing all the legal documents, Lemons's attitude started changing from one of a business-like manner to more affectionate. According to A.E., he gave her a nickname, called her "wifey," sent her text messages saying that he loved her and proposing marriage to her. Because she always wanted a romantic relationship with Lemons, she felt special, was very flattered, and believed she could trust him. She told the jury that she "wanted to be a part of something and feel important."

{¶19} At the insistence of Lemons, A.E. cancelled her August doctor's appointment because Lemons told her that the doctor would tell her parents everything she said. Lemons also told her that her parents were ashamed of her, that they would institutionalize her, and move away. He told her that she did not have to talk to her parents, and later when they all appeared in court together, Lemons instructed A.E. not to look at her parents. Additionally, he would send her text messages ordering her not to

tell her father anything about her finances. Furthermore, when A.E.'s parents found out about the legal documents and financial transactions, Lemons arranged for A.E. to meet with an attorney and a doctor for a mental competency evaluation.

{¶20} Michael Cole testified that he has been a self-employed accountant for the past 35 years. Although he stated he met Lemons, he denied doing any accounting or tax-related work for Lemons, but admitted he gave Lemons tax documents. Cole admitted that he met A.E. one time in his office to discuss investment in Bridge, but denied preparing any Bridge pay stubs or any tax documents. A.E., however, testified that she saw the Bridge pay stubs at Coles's office and that the copy of her tax return was generated at Coles's office. A.E. also testified that Lemons took her to Coles's office for her to learn how to be part of a business. When she told them that she probably could not get a copy of her tax return, Lemons replied, "Oh, come on, you are going to be part of a business and you can't do this?"

{¶21} Mark Munsell, a "self-described commercial real estate opportunist," testified that he knew Lemons through his involvement with a basketball program. He denied that he was an investor with Lemons's company, but admitted that he gave Lemons money toward the endeavor. Munsell also stated that he knew A.E. from her former employment and that she would occasionally watch his dogs.

{¶22} Munsell testified that Lemons showed him a power of attorney executed by A.E. According to Munsell, Lemons stated, "Mark, I have this. I want you to see it. I have an investor." Munsell testified that he responded, "I don't know. I don't want to

know.” After this conversation, Munsell received a telephone call on September 8, 2010, from A.E.’s father asking about Lemons. Munsell then faxed to A.E.’s father the power of attorney.

{¶23} A.E.’s parents both testified. They explained to the jury that A.E. has a learning disability, takes medication, and has been under doctor’s care for most of her life. Because of A.E.’s disability, they set up an irrevocable trust in A.E.’s name in 1997 at BNY Mellon, naming A.E.’s mother as trustee.

{¶24} They also explained that a savings and checking account with Huntington Bank was established to directly deposit her paychecks. A.E. was initially able to independently take money out of the account through the use of her checkbook; however, in early 2010, they discovered that A.E. was spending a lot of money out of the account. As a result, A.E.’s parents changed the account requiring two signatures for all checks — either parent and A.E.

{¶25} A.E.’s father (“H.E.”) testified that he first heard of Lemons approximately five or six years ago when A.E. worked a desk at a gym. A.E. told her father that a basketball player friend asked her to invest in a basketball venture to help inner city children. H.E. testified that Lemons told his daughter that a well-known businessman was involved, but it appeared the information given by Lemons about the other investor was false.

{¶26} H.E. testified that he handles all of A.E.’s financial matters, including reviewing her bank statements and filing her yearly tax returns. He stated that he has

never seen a W-2 from Bridge or any deposits from Bridge into her account. In the summer of 2010, H.E. did not receive a bank statement for A.E.'s Huntington account. At the bank, he discovered that the account was closed and the \$2,100 from the account had been transferred out of her account to Bridge's PNC bank account. Fortunately, H.E. was able to stop the transfer and restore A.E.'s account because the transfer was still being processed.

{¶27} H.E. also testified that he began receiving collection calls from other financial institutions and service companies regarding accounts in A.E.'s name. Specifically, he received calls from Charter Once regarding repayment of a loan, Huntington National Bank, Windstream, Dish Network, Verizon, and PEF Credit Union. He subsequently learned that his daughter had opened multiple accounts and even purchased a Mercedes. H.E. testified that he tried to talk to A.E. about these calls but she would not talk to him, was very evasive and disengaged, and she became estranged from the family. He also learned that A.E. had cancelled her monthly appointment with her doctor. At that point, H.E. felt it was necessary to obtain guardianship over A.E. to protect her.

{¶28} On August 19, 2010, H.E. learned that "someone" was trying to "clean out" A.E.'s trust fund. On September 8, 2009, he received from Munsell by fax a copy of the power of attorney A.E. signed. After speaking with Munsell, H.E. received a copy of the agreement between A.E. and Lemons for the purchase of Bridge and the revocation of special signature status on A.E.'s Huntington bank account.

{¶29} In December 2010 and after A.E. was placed voluntarily under guardianship, H.E. received an email from Lemons reminding him of the legal documents that A.E. had signed. The email also disclosed personal information that he had about A.E. and also notified H.E. that he had a complete file on A.E., the family, and the family business. Lemons subsequently filed a lawsuit against A.E. and her parents for damages arising out of the terms and conditions of the purchase agreement A.E. signed.

{¶30} Jim McKinley, a financial crimes investigator with Huntington National Bank, testified regarding A.E.'s checking account and the automobile loan she received for the purchase of a Mercedes Benz. He stated that on September 7, 2010, a computer generated payment in the amount of \$2,187.30 was made from A.E.'s Huntington checking account to be deposited into Bridge's PNC account. He further stated that the amount was credited back to A.E.'s account on September 20, 2010. McKinley testified that the loan amount for the Mercedes was for \$25,000. After the loan went into default, the car was repossessed and sold at auction; Huntington's loss on the loan was \$8,960.

{¶31} Dr. Susan Stagno, A.E.'s psychiatrist, testified that she had been treating A.E. since 2005 for major depression and attention deficient hyperactivity disorder. Stagno testified that A.E. meets with her monthly; however, in August 2010, A.E. cancelled her appointment and then she received a request for A.E.'s medical records from an attorney. Based on what she was told by both A.E. and her parents, Stagno concluded that Lemons had "taken advantage of A.E."

{¶32} The jury found Lemons guilty of all charges. After applying the doctrine and principles of merger, the court sentenced Lemons to a total prison term of 30 months.

{¶33} Lemons appeals, raising as his sole assignment of error that his convictions were not supported by sufficient evidence and against the manifest weight of the evidence. Because Lemons does not differentiate between his sufficiency or manifest weight arguments, this court will also combine its analysis in addressing both issues.

{¶34} The test for sufficiency requires a determination of whether the prosecution met its burden of production at trial. *State v. Bowden*, 8th Dist. Cuyahoga No. 92266, 2009-Ohio-3598, ¶ 12. An appellate court's function when reviewing the sufficiency of the evidence to support a criminal conviction is to examine the evidence admitted at trial to determine whether such evidence, if believed, would convince the average mind of the defendant's guilt beyond a reasonable doubt. The relevant inquiry is whether, after viewing the evidence in a light most favorable to the prosecution, any rational trier of fact could have found the essential elements of the crime proven beyond a reasonable doubt. *State v. Thompkins*, 78 Ohio St.3d 380, 386, 678 N.E.2d 541 (1997).

{¶35} “A manifest weight challenge, on the other hand, questions whether the prosecution met its burden of persuasion.” *State v. Ponce*, 8th Dist. Cuyahoga No. 91329, 2010-Ohio-1741, ¶ 17, quoting *State v. Thomas*, 70 Ohio St.2d 79, 80, 434 N.E.2d 1356 (1982). The manifest weight of the evidence standard of review requires us to review the entire record, weigh the evidence and all reasonable inferences, consider the credibility of witnesses, and determine whether, in resolving conflicts in the evidence, the

trier of fact clearly lost its way and created such a manifest miscarriage of justice that the conviction must be reversed and a new trial ordered. *State v. Otten*, 33 Ohio App.3d 339, 515 N.E.2d 1009 (9th Dist.1986), paragraph one of the syllabus. The discretionary power to grant a new trial should be exercised only in exceptional cases where the evidence weighs heavily against the conviction. *Thompkins* at 387, citing *State v. Martin*, 20 Ohio App.3d 172, 175, 485 N.E.2d 717 (1st Dist.1983). A finding that a conviction was supported by the manifest weight of the evidence necessarily includes a finding of sufficiency. *Thompkins* at 388.

Count 1 — Telecommunications Fraud

{¶36} Count 1 charged Lemons with telecommunications fraud, in violation of R.C. 2913.05(A). The indictment stated that on or about January 17, 2010 to March 30, 2011, Lemons,

having devised a scheme to defraud, did knowingly disseminate, transmit, or cause to [be] disseminated or transmitted by means of a wire, radio, satellite, telecommunication, telecommunications device, or telecommunications services [sic] any writing, data, sign, signal, picture, sound, or image with purpose to execute or otherwise further the scheme to defraud and the value of the benefit obtained by the offender or of the detriment to A.E. of the fraud is five thousand dollars or more but less than one hundred thousand dollars.

{¶37} The indictment alleged that the victims were various banking institutions, including PEF Federal Credit Union, Huntington National Bank, Charter One Bank, PNC Bank, and KeyBank.

{¶38} R.C. 2913.01(B) defines “defraud” as “knowingly obtain, by deception, some benefit for oneself or another, or to knowingly cause, by deception, some detriment to another.” R.C. 2913.01(A) defines “deception” as

knowingly deceiving another or causing another to be deceived by any false or misleading representation, by withholding information, by preventing another from acquiring information, or by any other conduct, act, or omission that creates, confirms or perpetuates a false impression in another, including a false impression as to law, value, state of mind, or other objective or subjective fact.

{¶39} As part of Lemons’s scheme, he arranged for and encouraged A.E. to execute various financial documents to obtain lines of credit or loans, including for the purchase of a Mercedes. Lemons contends on appeal that the state failed to prove that these financial documents were generated by means of any type of telecommunication because the information presented to the financial institutions was done in person and without the aid of any electronic devices. This argument is flawed. The evidence was overwhelming that Lemons knowingly caused to be disseminated and transmitted by means of computer, telephone, or facsimile the information and data contained on A.E.’s loan applications in furtherance of his scheme to defraud not only the banks, but A.E., herself.

{¶40} In this case, the representatives of each financial institution testified that A.E., accompanied by Lemons, applied for lines of credit or loans. The jury was able to review the credit applications along with the attendant documents, and was able to view the differences in handwriting and information contained on the applications. On the applications, A.E. listed Bridge as an employer and presented as verification of income

pay stubs from Bridge. The evidence at trial proved that A.E. was never employed by Bridge and that the pay stubs were fictitious.

{¶41} Because Lemons was the founder and owner of Bridge, the jury was in a position to infer that any pay stubs generated from the business were at the request of Lemons or at least within his knowledge. Therefore, the jury could conclude that the presentation of any pay stubs indicating that A.E. was a paid employee of Bridge was with Lemons knowledge and consent. This false presentation was done with the purpose for A.E. to obtain loans, lines of credit, and credit cards with these financial institution victims. The representatives of the financial institutions testified that this false documentation was transmitted by fax or possibly was received by fax, and the information contained on the pay stubs was ultimately inputted into the computer system for the purposes of A.E. obtaining the lines of credit. The record is replete with evidence that A.E.'s purpose of obtaining the lines of credit and loans were for the benefit of Bridge and Lemons, and but for Lemons involvement and persistence, A.E. would not have applied for such loans. Further, each representative testified that their respective banking institutions suffered financial loss due to Lemons's scheme.

{¶42} The writings, contracts, and money transfers used by and for the benefit of Lemons to defraud the financial institutions were transmitted by way of computer networks, wire transfers, facsimile, and telephone. Furthermore, the evidence demonstrated that the banks suffered losses in excess of \$5,000. Accordingly, the

evidence was sufficient to support Lemons's conviction for telecommunications fraud and the conviction was not against the manifest weight of the evidence.

Counts 2, 3, 4, and 5 — Securing Writings by Deception

{¶43} Counts 2, 3, 4, and 5 charged Lemons with securing writings by deception in violation of R.C. 2913.43(A), which provides that “no person, by deception, shall cause another to execute any writing that disposes of or encumbers property, or by which a pecuniary obligation is incurred.” “Deception,” as previously defined in this opinion and relevant for discussion here, means knowingly deceiving another by conduct that creates a false impression in another, include a false impression as to state of mind. R.C. 2913.01(A).

{¶44} The counts specifically identified the documents Lemons prepared and encouraged A.E. to sign. Count 2 identifies a “General Power of Attorney,” dated August 16, 2010, appointing Lemons as power of attorney over A.E.

{¶45} Count 3 of the indictment names a two page document styled “Terms and Conditions” signed August 23, 2010, which purported to sell A.E. a 75% interest in Bridge Enterprises for \$279,350, which was approximately the value of A.E.'s trust fund. The document also referenced a “Golden Parachute” clause, which entitled Lemons to over \$5 million in severance pay.

{¶46} Count 4 identifies a two page “pledge” document styled “To Whom It May Concern,” notarized on August 24, 2010, and appointing Lemons as “Executive of Estate

and Trustee” replacing A.E.’s mother as trustee and demanding Bank of New York Mellon to deliver the trust value of \$279,235 to Bridge Enterprises or Lemons.

{¶47} Count 5 of the indictment names a one page document styled “To Whom It May Concern” notarized on August 27, 2010, revoking the rights of A.E.’s parents as special signatories on A.E.’s Huntington account and removing her parents from all of her financial affairs.

{¶48} The record shows that these documents gave Lemons complete and unfettered access to A.E.’s bank accounts and trust fund. Through the terms of the documents, A.E. agreed to buy an interest in Bridge, disposing of the entire value of her trust fund. Furthermore, the document containing the “Golden Parachute” clause subjected A.E. to a million dollar lawsuit in the event that she breached any confidences or if her parents attempted to intervene.

{¶49} A.E. testified that she did not understand or read the documents, but understood that Lemons would be in charge of her finances so that her parents would have no financial responsibilities for her. The evidence showed that Lemons induced A.E. into believing that her parents would not let her have access to her money because of her learning disability, that they were ashamed of her, were going to institutionalize her, and move away from her. After Lemons successfully convinced her that she could trust him and that he was acting in her best interests, Lemons had A.E. execute documents giving him access to her financial accounts and trust fund, including creating pecuniary

obligations that A.E. did not understand — A.E. testified that she did not know what a “golden parachute” clause was.

{¶50} The evidence before the jury demonstrated that Lemons preyed on A.E.’s emotions and manipulated her feelings. Although A.E. testified that she wanted to help her friend, she was romantically interested in Lemons and wanted to date him. However, she stated that Lemons always made it seem like they only had a business relationship. A.E. testified that after the power of attorney was signed, Lemons began telling her that he loved her. And after all the documents were signed, Lemons sent her text messages stating that he loved her, calling her “wifey,” and proposing marriage. Lemons brainwashed A.E. and knowingly deceived her into believing that her family was going to abandon her, that he cared for her, and that she would be a part of his life and company.

{¶51} Viewing the evidence in the light most favorable to the state, sufficient evidence was presented to support Lemons’s convictions for securing writings by deception. Moreover, the jury did not lose its way in finding Lemons guilty of these offenses; thus, Lemons’s convictions are not against the manifest weight of the evidence.

Count 6 and 7 — Attempted Aggravated Theft

{¶52} Counts 6 and 7 of the indictment charged Lemons with attempted aggravated theft in violation of R.C. 2923.02 and 2913.02(A)(1) and (3), which provides, in relevant part, that no person, with purpose to deprive the owner of property or services, shall knowingly attempt to obtain or exert control over either the property or services (1) without the consent of the owner or person authorized to give consent, or (3) by

deception. The value of the property or services were valued at \$100,000 or more, but less than \$500,000. Count 6 identified the owner of the property as A.E., and Count 7 identified the owner of the property as A.E.'s trust fund.

{¶53} The evidence in this case was overwhelming what Lemons's intent was regarding A.E.'s finances and trust fund. Lemons acted with purpose when he encouraged and caused A.E. to apply for various lines of credit and purchase a Mercedes vehicle. Although the accounts and vehicle were in the name of A.E., the evidence showed that A.E. did not personally receive any benefit or retain any money from the lines of credit and never used the credit card she applied for. In fact, she testified that once she received the credit card, Lemons met her at her apartment to pick up the credit card to take on a trip. She denied making any of the charges on the card. A.E. further testified that it was her understanding that Lemons would pay the bills for these accounts or that as an investor in the company, she would receive payment. However, the bills never got paid, the banks wrote off the debt, and the bills were sent to collection. Furthermore, A.E. was never compensated as an investor by Lemons or Bridge.

{¶54} Regarding A.E.'s trust fund, the documents that Lemons had A.E. execute were merely an attempt to deprive A.E. of the value of her trust fund and to exert control over her trust. Lemons was able to successfully convince A.E. to execute the documents by manipulating her thoughts about her family, her role with Bridge, and Lemons's feelings about their relationship.

{¶55} After reviewing the entire record, weighing the evidence, and considering the credibility of the witnesses, we find the jury did not lose its way in finding Lemons guilty of attempted aggravated theft. Accordingly, Lemons’s convictions are not against the manifest weight of the evidence and therefore, his sufficiency argument also fails.

Count 8 — Extortion

{¶56} Count 8 charged Lemons with extortion in violation of R.C. 2905.11(A)(5), which provides that “no person, with purpose to obtain any valuable thing or valuable benefit, expose or threaten to expose any matter tending to subject any person to hatred, contempt, or ridicule, or to damage any person’s personal or business repute, or to impair any person’s credit.” R.C. 2905.11(C) clarifies that “‘threat’ includes a direct threat or threat by innuendo.”

{¶57} Lemons was a confidence man who exploited the friendship and trust of A.E. He made her believe that her parents were not looking after her best interests and were controlling her physically, mentally, and financially. He also convinced her that her parents would eventually institutionalize her. A.E. was seduced into Lemons’s manipulative and deceitful plan, and signed a multitude of documents, including applying for a credit card, obtaining a personal loan, purchasing a luxury vehicle, and ultimately executing legal documents giving Lemons power of attorney over her and her finances, and appointing him as trustee her of trust. Lemons furthered his masterful plan by having A.E. execute a document pledging her entire trust fund to Lemons and Bridge and

agreeing to compensate Lemons over \$5 million dollars under a “Golden Parachute” clause if a third-party interferes or A.E. breached any confidence in the company.

{¶58} After A.E.’s family became aware of what was going on and began asking questions regarding the financial documentation that was signed, including the documentation granting Lemons an interest in her trust, A.E. was voluntarily placed under guardianship. About two months later, H.E. received an email from Lemons exposing some private details about A.E. The email first identified the various financial maneuvers that had been conducted allegedly at the behest of A.E., including the execution of certain documentation for the purchase of Bridge. The email then reveals that A.E. and Lemons are no longer in a romantic relationship because A.E. gave him an infection. He further stated that he has video footage of A.E. admitting that she was found in a vehicle with another African-American male and that H.E. lied to the police to cover up the fact that crack was found in the vehicle. Finally, the email stated that Lemons has an entire file on A.E., her family, and her family’s business practices based on information that A.E. freely provided to Lemons. Attached to the email was the financial document executed by A.E. that contained the \$5 million “Golden Parachute” clause.

{¶59} While the face of the email does not contain any direct threats, its full meaning and purpose were made clear through Lemons’s prior acts and the additional evidence that in February 2011, Lemons sued A.E. and her parents for over ten million dollars based on alleged misconduct involving the financial documents A.E. executed.

The email insinuated that Lemons would expose A.E.'s entire family, subjecting A.E. to ridicule and causing damage to her personal reputation, while reminding H.E. of the documents A.E. signed. The statements made in this email and the attachment to the email would allow a reasonable person to conclude that the email was a threat by innuendo. *See, e.g., State v. Long*, 1st Dist. Hamilton No. C-790354, 1980 Ohio App. LEXIS 10503, *8 (Apr. 16, 1980).

{¶60} Accordingly, sufficient evidence was presented supporting his conviction for extortion. Likewise, we cannot conclude that the trier of fact clearly lost its way such that the conviction is against the manifest weight of the evidence.

{¶61} Judgment affirmed.

It is ordered that appellee recover from appellant costs herein taxed.

The court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate issue out of this court directing the common pleas court to carry this judgment into execution. The defendant's convictions having been affirmed, any bail pending appeal is terminated. Case remanded to the trial court for execution of sentence.

A certified copy of this entry shall constitute the mandate pursuant to Rule 27 of the Rules of Appellate Procedure.

KATHLEEN ANN KEOUGH, JUDGE

FRANK D. CELEBREZZE, JR., A.J., and

MARY EILEEN KILBANE, J., CONCUR