

IN THE COURT OF CLAIMS OF OHIO

KRISTIN ALLEN

Requester

v.

CITY OF SIDNEY, et al.

Respondents

Case No. 2026-00233PQ

Judge Lisa L. Sadler

DECISION AND ENTRY

I. Introduction

{¶1} Before the court in this public-records case are (1) respondent City of Sidney’s objections to a special master’s report and recommendation, (2) intervenor-respondent Amazon Data Services, Inc.’s partial joinder to objections filed by respondent City of Sidney, and (3) requester Kristin Allen’s objections to the special master’s report and recommendation.

{¶2} Because respondent City of Sidney’s objections lack merit, respondent City of Sidney’s objections shall be overruled. Because R.C. 2743.75(F)(2) does not permit a party to partially join another party’s objections and, because, Amazon Data Services, Inc.’s partial joinder essentially attempts to preserve an issue for appeal without identifying any error by the special master, intervenor-respondent Amazon Data Services, Inc.’s partial joinder to the City of Sidney’s objections is improper. And because requester Kristin Allen’s objections lack merit, requester Allen’s objections shall be overruled.

II. Background and Relevant Procedural History

{¶3} On March 16, 2026, pursuant to R.C. 2743.75(D), requester filed a complaint against respondent City of Sidney (“City”), alleging that, in violation of R.C. 149.43(B), she was denied access to public records about a certain data center development project. The clerk appointed a special master who referred the case to mediation. After mediation failed to resolve all disputed issues between the parties, the case was returned to the

special master's docket where a schedule for filing evidence (including filing certain evidence under seal) and briefing was issued by the special master.

{¶4} On May 26, 2026, pursuant to Civ.R. 24, in a combined filing, Amazon Data Services, Inc. moved to intervene in this action, and Amazon Data Services, Inc., and the City jointly moved for leave to respond to requester's complaint on or before June 12, 2026. Three days later—on May 29, 2026—the City moved for dismissal of all claims in requester's complaint pursuant to R.C. 2743.75(E)(2) and Civ.R. 12(B)(6).

{¶5} On June 4, 2026, following a status conference, the special master stayed the case schedule that previously had been issued. Five days later, on June 9, 2026, over requester's objection, the special master granted Amazon Data Services, Inc.'s request to intervene. On June 23, 2026, pursuant to R.C. 2743.75(E)(2) and Civ.R. 12(B)(6), intervenor respondent Amazon Data Services, Inc. moved to dismiss requester's complaint, indicating in the motion that it was joining the City's previously filed motion to dismiss, and urging that requester's lawsuit was moot or prohibited under Ohio law.

{¶6} On July 27, 2026, the special master issued a report and recommendation (R&R). Following a review of the evidence, the special master recommends that the court find that "the City correctly withheld the site plan as a trade secret pursuant to R.C. 149.43(A)(1)(v) and 1333.61, et seq." and that requester "is therefore not entitled to further production of the site plan filed under seal in this case." (R&R, 9.) The special master also recommends that the court find that "the City did not provide the development agreement and water and sewer agreement in a reasonable time." (R&R, 10.) The special master further recommends that the court (1) order the City to reimburse requester's filing fee, (2) order the City to pay the balance of costs of this case, and (3) deny all other relief requested by the parties. (R&R, 10.)

{¶7} On August 5, 2026, the City, through counsel, filed written objections to the special master's report and recommendation. In a certificate of service accompanying the City's objections, the City's counsel certified that a copy of the objections was sent via certified mail, return receipt requested, to requester and intervenor respondent's counsel. The next day—August 6, 2026—a magistrate of this court issued an order that directed the City to file, within five business days of the date of the entry (i.e., by August 11, 2026), "a copy of either the certified mail receipt or the return receipt that was

completed on delivery.” On August 10, 2026, the City, through counsel, provided the requested information in accordance with the magistrate’s order.

{¶8} On August 7, 2026, intervenor-respondent Amazon Data Services, Inc., through counsel, filed a Partial Joinder To Respondent City of Sidney’s Objections To The Special Master’s Report And Recommendation. According to a certificate of service accompanying intervenor-respondent’s partial joinder, a copy of intervenor-respondent’s partial joinder was served on requester and the City’s counsel by “email.” Three days later—on August 10, 2026—intervenor-respondent Amazon Data Services, Inc., through counsel, filed a Notice Of Certified Mail Certificate of Service, wherein intervenor-respondent Amazon Data Services, Inc.’s counsel certified that, on August 10, 2026, he served a copy of Amazon Data Services, inc.’s partial joinder on requester and the City’s counsel by certified mail.

{¶9} On August 10, 2026, requester filed written objections to the report and recommendation. Accompanying requester’s objections is a certificate of service wherein requester certifies that a copy of her objections was served on the City’s counsel and intervenor-respondent’s counsel “via certified mail, return receipt requested, and electronic mail.” That same day—August 10, 2026--requester filed proof of requester’s certified mailing.

{¶10} On August 26, 2026, the City, through counsel, filed a written response to requester’s objections, along with a separately filed certificate of service showing service of its response by certified mail, return receipt requested. A day later—on August 27, 2026—intervenor-respondent Amazon Data Services, Inc., through counsel, filed a written response to requester’s objections with proof of service of its response by certified mail, return receipt requested.

{¶11} The City’s objections, respondent-intervenor Amazon Data Services, Inc.’s partial joinder, and requester’s objections are before the court for a final order in accordance with R.C. 2743.75(F)(2). See R.C. 2743.75(F)(2) (providing that this court “within seven business days after the response to the objection is filed, shall issue a final order that adopts, modifies, or rejects the report and recommendation”).

III. Law and Analysis

A. Legal standard

{¶12} The General Assembly, as the legislative branch of Ohio government, is the ultimate arbiter of policy considerations relevant to Ohio public-records laws. *Kish v. City of Akron*, 2006-Ohio-1244, ¶ 44. Through the enactment of R.C. 2743.75 the General Assembly created an alternative means to resolve public-records disputes. *Welsh-Huggins v. Jefferson Cty. Prosecutor's Office*, 2020-Ohio-5371, ¶ 11. See R.C. 2743.75(A).

{¶13} R.C. 2743.75 “provides for ‘an expeditious and economical procedure that attempts to resolve disputes alleging a denial of access to public records’ in violation of R.C. 149.43(B).” *Kidd v. City of Wilmington*, 2026-Ohio-978, ¶ 14 (12th Dist.); *Law Office of Josh Brown, LLC v. Ohio Secy. of State*, 2025-Ohio-2130, ¶ 9 (10th Dist.). See R.C. 2743.75(A). To accomplish this goal, R.C. 2743.75 “lays out a streamlined litigation procedure[.]” *Kidd* at ¶ 14; *Law Office of Josh Brown, LLC* at ¶ 9.

{¶14} Under Ohio law a requester “must establish entitlement to relief in an action filed in the Court of Claims under R.C. 2743.75 by clear and convincing evidence.” *Viola v. Cuyahoga Cty. Prosecutor's Office*, 2021-Ohio-4210, ¶ 16 (8th Dist.), citing *Hurt v. Liberty Twp.*, 2017-Ohio-7820, ¶ 27-30 (5th Dist.). See *Welsh-Huggins* at ¶ 32. It is a requester’s burden to prove, by clear and convincing evidence, that the requested records exist and are public records maintained by a respondent. See *State ex rel. Cordell v. Paden*, 2019-Ohio-1216, ¶ 8. See also *Cross v. Ledford*, 161 Ohio St. 469 (1954) (paragraph three of the syllabus) (holding that “[c]lear and convincing evidence is that measure or degree of proof which is more than a mere ‘preponderance of the evidence,’ but not to the extent of such certainty as is required ‘beyond a reasonable doubt’ in criminal cases, and which will produce in the mind of the trier of facts a firm belief or conviction as to the facts sought to be established”); *State ex rel. Cincinnati Enquirer v. Deters*, 2016-Ohio-8195, ¶ 19, quoting *State ex rel. McCaffrey v. Mahoning Cty. Prosecutor's Office*, 2012-Ohio-4246, ¶ 16 (“[a]lthough the Public Records Act is accorded liberal construction in favor of access to public records, ‘the relator must still establish entitlement to the requested extraordinary relief by clear and convincing evidence’”).

{¶15} A public-records custodian has the burden to establish the applicability of an exception to disclosure of a public record. *State ex rel. Cincinnati Enquirer v. Jones-*

Kelley, 2008-Ohio-1770, paragraph two of the syllabus. In *Jones-Kelley*, the Supreme Court of Ohio held:

Exceptions to disclosure under the Public Records Act, R.C. 149.43, are strictly construed against the public-records custodian, and the custodian has the burden to establish the applicability of an exception. A custodian does not meet this burden if it has not proven that the requested records fall squarely within the exception. (*State ex rel. Carr v. Akron*, 112 Ohio St.3d 351, 2006-Ohio-6714, 859 N.E.2d 948, ¶ 30, followed.)

Kelley at paragraph two of the syllabus.

B. Discussion

Under R.C. 2743.75(F)(2) a party's objections to a special master's report and recommendation are required to be "specific and state with particularity all grounds for the objection." See R.C. 2743.75(F)(2).

1. The City's objections are not well taken.

{¶16} The City "objects to those portions of the Report (1) finding that the City did not provide the development agreement and the water and sewer agreement to Requester Kristin Allen ('Allen') within a reasonable time under R.C. 149.43(B)(1), and (2) recommending that the City reimburse Requester's filing fee and pay the balance of Requester's costs of this action pursuant to R.C. 2743.75(F)(3)(b)." (Objections filed August 5, 2026.) The City does not, however, "object to, and respectfully requests that the Court adopt, the Report's recommendation that Allen is not entitled to further production of the site plan filed under seal in this case." (Id.)

a. The City challenges the special master's determination about the timeliness of the production of certain public records.

Before the special master, the City "argue[d] that it provided the remaining records responsive to Requester's public-records requests by April 20, 2026. *City MTD*, p. 9. These records included the development agreement, produced on April 10, 2026 with

limited redactions, and the water and sewer agreement for the project, produced April 17, 2026 with no redactions. *City Not. of Resp. Ev.*, p. 5 ¶ 11-12.” (R&R, 9.)

{¶17} The special master found that the City failed to timely produce the development agreement and water sewer agreement, noting:

On this record, the City took approximately 14 to 18 weeks to provide two contracts, with limited redactions, to Requester. There is evidence to suggest that the City was completing other records requests for Requester around this time. See *City MTD*, p. 11-13 (citing evidence). But there is no evidence to indicate how or if these requests impacted the City’s responses at issue in this case.

(R&R, 10.)

{¶18} In the City’s objections, the City maintains that (1) the special master’s report and recommendation “is not based on the ordinary application of statutory law or case law because it erroneously shifted the burden of proof on the reasonable-time issue to the City,” (2) the report and recommendation’s “14 to 18 Weeks” characterization of the production timeline is “vague, internally inconsistent, and inaccurate,” (3) the draft status of the agreements and the attorney-client privilege governing the parties’ ongoing negotiations had a direct bearing on the timing of production, (4) the record narrows any potential delay to a period that was reasonable as a matter of law, and (5) the report and recommendation “failed to apply the totality-of-the-circumstances test required by Ohio law.”

The Supreme Court of Ohio has stated,

“The primary duty of a public office when it has received a public-records request is to promptly provide any responsive records within a reasonable amount of time and when a records request is denied, to inform the requester of that denial and provide the reasons for that denial. R.C. 149.43(B)(1) and (3).” *State ex rel. Cordell v. Paden*, 156 Ohio St.3d 394, 2019-Ohio-1216, 128 N.E.3d 179, ¶ 11. Timeliness is important because “[w]hen records are available for public inspection and copying is often as important as *what* records are available.” (Emphasis sic.) (Citations omitted.) *State ex rel. Consumer News Servs. v. Worthington City Bd. of*

Educ., 97 Ohio St.3d 58, 2002-Ohio-5311, 776 N.E.2d 82, ¶ 34. ... Whether a public office has complied with its duty to respond within a “reasonable period of time” is evaluated based on the pertinent facts and circumstances of each case. *State ex rel. Kesterson v. Kent State Univ.*, 156 Ohio St.3d 22, 2018-Ohio-5110, 123 N.E.3d 895, ¶ 19-20, 26-27. The requester bears the burden of demonstrating that the public office’s response was unreasonably delayed. *Cordell* at 12.

Cincinnati Enquirer v. Hamilton Cty. Bd. of Commrs, 2020-Ohio-4856, ¶ 5.

{¶19} Under Ohio law a document does not need to be in final form to constitute a public record. *Kish v. City of Akron*, 2006-Ohio-1244, ¶ 20 (a “document need not be in final form to meet the statutory definition of ‘record’”); *State ex rel. Cincinnati Enquirer v. Dupuis*, 2002-Ohio-7041, ¶ 20 (noting that the Supreme Court of Ohio has “consistently held that ‘even if a record is not in final form, it may still constitute a ‘record’ for purposes of R.C. 149.43 if it documents the organization, policies, functions, decisions, procedures, operations, or other activities of a public office’”); *State ex rel. Wadd v. City of Cleveland*, 81 Ohio St.3d 50, 53 (1998) (granting access to preliminary, unnumbered accident reports that were not processed into final form); *State ex rel. Cincinnati Post v. Schweikert*, 38 Ohio St.3d 170 (1988) (granting access to preliminary work product that was not in final form).

{¶20} Whether the development agreement and water sewer agreement sought by requester were in draft form is immaterial. *See Kish* at ¶ 20. The City was required to produce drafts of the requested agreements subject to lawful redactions, even if such agreements were only in draft form. The City’s suggestion that the special master failed to properly consider the draft status of the development agreement and water sewer agreement is unpersuasive.

{¶21} Additionally, the City’s claim that the special master failed to consider pertinent facts and circumstances in reaching a recommendation about the City’s timeliness in producing the development agreement and water sewer agreement is belied by the special master’s acknowledgement in the report and recommendation that the City “was completing other records requests for Requester around this time.” (R&R, 10.) The

City's claim that the special master failed to consider the totality of the circumstances is not persuasive.

{¶22} In the report and recommendation, the special master states:

Generally, public offices are allowed more time to respond to requests that involve large volumes of records or intensive legal review and redaction. *See State ex rel. Shaughnessy v. City of Cleveland*, 2016-Ohio-8447, ¶ 14; *Easton Telecom Servs., L.L.C. v. Village of Woodmere*, 2019-Ohio-3282, ¶ 46-49 (8th Dist.); *Miller v. Ohio Dept. of Education*, 2016-Ohio-8534, ¶ 8 (10th Dist.); *State ex rel. Ware v. Bur. Of Sentence Computation*, 2022-Ohio-3562, ¶ 19 (10th Dist.). That is not the case here. The City argues that it “produced all responsive records for the December 10, 2025 PRR on April 10, 2026” and that “[o]n April 17, 2026, the City produced all responsive records for the January 9, 2026 Modified PRR in its possession.” *City MTD*, p. 2 (citing to evidence). On this record, the City took approximately 14 to 18 weeks to provide two contracts, with limited redactions, to Requester. There is evidence to suggest that the City was completing other records requests for Requester around this time. *See City MTD*, p. 11-13 (citing evidence). But there is no evidence to indicate how or if these requests impacted the City's responses at issue in this case.

(R&R, 9-10.)

{¶23} The City claims that, in the report and recommendation, the special master improperly shifted requester's burden to the City. The City states,

After acknowledging “evidence to suggest that the City was completing other records requests for Requester around this time,” the Report faulted the City because “there is no evidence to indicate how or if these requests impacted the City's responses at issue in this case.” Report, pp. 9-10. This reasoning improperly required the City to affirmatively disprove unreasonableness, rather than requiring Allen to affirmatively prove it, as *Cordell* and [*Diebert v. Lafferty*, 2022-Ohio-2919, ¶ 28 (Ct. of Cl.), adopted 2022-Ohio-3052 (Ct. of Cl.)] mandate.

(City's Objections, at 4.)

{¶24} The City’s burden-shifting argument is not persuasive. In *Welsh-Huggins v. Jefferson Cty. Prosecutor’s Office*, 2020-Ohio-5371, ¶ 19-22, the Supreme Court of Ohio explained:

R.C. 2743.75 does not expressly set forth specific legal standards as to the respective burden or burdens of proof that the parties bear in proceedings to enforce the Public Records Act beyond declaring that “the special master shall submit to the court of claims a report and recommendation based on the ordinary application of statutory law and case law as they existed at the time of the filing of the complaint.” R.C. 2743.75(F)(1). The lack of specific standards of proof articulated in the text of R.C. 2743.75, however, does not mean that such proceedings are without standards.

We begin by recalling that the “burden of proof” is a composite burden that “encompasses two different aspects of proof: the burden of going forward with evidence (or burden of production) and the burden of persuasion.” *Chari v. Vore*, 91 Ohio St.3d 323, 326, 2001- Ohio 49, 744 N.E.2d 763 (2001). *See also Xenia v. Wallace*, 37 Ohio St.3d 216, 219, 524 N.E.2d 889 (1988); *State v. Robinson*, 47 Ohio St.2d 103, 107, 351 N.E.2d 88 (1976).

The “burden of production” in a civil case requires that the plaintiff produce sufficient evidence to support the case and that the defendant produce sufficient evidence of any affirmative defenses. *Id.* at 107. The party having the burden on any given issue will lose on that issue as a matter of law if sufficient evidence is not produced. *Id.*

By contrast, the “burden of persuasion” “refers to the risk * * * borne by a party if the jury finds that the evidence is in equilibrium.” *Id.* “In a civil case, the party with the burden of persuasion is to persuade the trier of fact by a preponderance of the evidence, or upon some issues, by clear and convincing evidence.” *Id.* The party with this burden will lose if he or she fails to persuade the trier of fact that the alleged fact is true by such quantum of evidence as the law demands. *Id.* If the trier of fact finds itself in doubt,

“it must decide the issue against the party having the burden of persuasion.” *Id.*

Here, the City acknowledges in its objections that, in the report and recommendation, the special master correctly identified that requester bears the burden of proof to demonstrate that the City’s response was untimely. See City’s Objections at 4. (“[t]he Report correctly recites that ‘[t]he requester bears the burden of demonstrating that a public office’s response was unreasonably delayed.’ Report, p. 9 (citing *State ex rel. Cordell v. Paden*, 2019-Ohio-1216, ¶ 12; *Diebert v. Lafferty*, 2022-Ohio-2919, ¶ 28)”). The special master’s observation—i.e., “[t]here is evidence to suggest that the City was completing other records requests for Requester around this time. ...But there is no evidence to indicate how or if these requests impacted the City’s responses at issue in this case” (R&R, 10)—shows that, despite the presence of countervailing evidence in the City’s favor, the City’s response was delayed. In the court’s view, the special master’s observation is not tantamount to an improper shifting of requester’s burden to the City.

b. The City challenges the special master’s recommendation regarding the assessment of court costs and reimbursement of requester’s filing fee.

{¶25} The special master has recommended assessing court costs against the City, stating: “Because I find that the City did not provide certain records within a reasonable time, I recommend that the City reimburse Requester’s filing fee and bear the remaining costs of this case.” (R&R, 10.) The City challenges this recommendation by the special master.

{¶26} In *Strattman v. Studt*, 20 Ohio St.2d 95, 103 (1969), the Supreme Court of Ohio explained, “By being involved in court proceedings, any litigant, by implied contract, becomes liable for the payment of court costs if taxed as a part of the court’s judgment.” See *Strattman* at paragraph six of the syllabus (holding that the “duty to pay court costs is a civil obligation arising from an implied contract”). Applying *Strattman*, the City became liable for payment of court costs by implied contract. The special master’s recommendation regarding the assessment of court costs is firmly based on the ordinary application of statutory law and case law as they existed at the time of the filing of Requester’s Complaint. See R.C. 2743.75(F)(1) (requiring a special master to submit a

report and recommendation based on the ordinary application of statutory law and case law as they existed at the time of the filing of a complaint).

{¶27} The City's contention that the special master's cost-assessment recommendation is error is unpersuasive.

2. Intervenor-respondent Amazon Data Services, Inc.'s partial joinder to the City's objections is not permitted by R.C. 2743.75(F)(2).

{¶28} In a document labeled "partial joinder" filed on August 7, 2026, intervenor-respondent Amazon Data Services, Inc. states that it

joins the City and requests the Court to adopt the R&R that the unredacted site plan is a trade secret under O.R.C. § 149.43(A)(1)(v) and § 1333.61 *et seq.*, and should not be produced. Furthermore, Amazon joins the City in preserving for the record the alternative basis for withholding the site plan as an infrastructure record under O.R.C. § 149.433(A) and (C).

Amazon takes no position on the other responses to the R&R stated in the City's Objection because they are not relevant to Amazon.

{¶29} Pursuant to R.C. 2743.75(F)(2), "[e]ither party may object to the report and recommendation within seven business days after receiving the report and recommendation by filing a written objection with the clerk and sending a copy to the other party by certified mail, return receipt requested." See R.C. 2743.75(G)(1) ("no appeal may be taken from a final order of the court of claims that adopts the special master's report and recommendation unless a timely objection to that report and recommendation was filed under [R.C. 2743.75(F)(2)]"). R.C. 2743.75(F)(2) plainly and unambiguously permits a party to file written objections to a special master's report and recommendation—it does not expressly permit another party to partially join another party's written objections.

{¶30} The conclusion that R.C. 2743.75(F)(2) does not permit a party to partially join another party's written objections is consistent with Ohio case law. See, e.g., *Slingluff v. Weaver*, 66 Ohio St. 621 (1902), paragraph two of the syllabus. In *Slingluff* at paragraph two of the syllabus, the Supreme Court of Ohio held: "[T]he intent of the law-

makers is to be sought first of all in the language employed, and if the words be free from ambiguity and doubt, and express plainly, clearly and distinctly, the sense of the law-making body, there is no occasion to resort to other means of interpretation. The question is not what did the general assembly intend to enact, but what is the meaning of that which it did enact. That body should be held to mean what it has plainly expressed, and hence no room is left for construction.” The Supreme Court of Ohio also has held: “Where the language of a statute is plain and unambiguous and conveys a clear and definite meaning there is no occasion for resorting to rules of statutory interpretation. An unambiguous statute is to be applied, not interpreted.” *Sears v. Weimer*, 143 Ohio St. 312 (1944), paragraph five of the syllabus.¹ *Accord Ohio Fresh Eggs, LLC v. Boggs*, 2009-Ohio-3551, ¶ 25 (10th Dist.), citing *State v. Craig*, 2007 Ohio 5752, ¶ 14 (“[i]n interpreting a statute, courts can neither ignore the plain language of the statute, nor insert words or phrases into the statute which have not been placed there by the General Assembly”).

{¶31} There is no indication in R.C. 2743.75(F)(2) that the General Assembly intended to allow a party to join, or partially join, another party’s written objections to a special master’s report and recommendation. If the General Assembly had wanted to

¹ The Supreme Court has instructed:

When we consider the meaning of a statute, our first step is always to determine whether the statute is “plain and unambiguous.” *State v. Hurd*, 89 Ohio St.3d 616, 618, 2000-Ohio-2, 734 N.E.2d 365 (2000). If “the language of a statute is plain and unambiguous and conveys a clear and definite meaning there is no occasion for resorting to rules of statutory interpretation,” because “an unambiguous statute is to be applied, not interpreted.” *Sears v. Weimer*, 143 Ohio St. 312, 55 N.E.2d 413 (1944), paragraph five of the syllabus. Ambiguity, in the sense used in our opinions on statutory interpretation, means that a statutory provision is “capable of bearing more than one meaning.” *Dunbar v. State*, 136 Ohio St.3d 181, 2013-Ohio-2163, 992 N.E.2d 1111, ¶ 16. Without “an initial finding” of ambiguity, “inquiry into legislative intent, legislative history, public policy, the consequences of an interpretation, or any other factors identified in R.C. 1.49 is inappropriate.” *Id.*; *State v. Brown*, 142 Ohio St.3d 92, 2015-Ohio-486, 28 N.E.3d 81, ¶ 10. We “do not have the authority” to dig deeper than the plain meaning of an unambiguous statute “under the guise of either statutory interpretation or liberal construction.” *Morgan v. Ohio Adult Parole Auth.*, 68 Ohio St.3d 344, 347, 1994 Ohio 380, 626 N.E.2d 939 (1994). If we were to brazenly ignore the unambiguous language of a statute, or if we found a statute to be ambiguous only after delving deeply into the history and background of the law’s enactment, we would invade the role of the legislature: to write the laws.

Jacobson v. Kaforey, 2016-Ohio-8434, ¶ 8.

allow a party to join, or partially join, another party's written objections, it could have done so when it enacted R.C. 2743.75, or when it amended R.C. 2743.75(F)(2). The General Assembly, however, has not done so. See *State ex rel. Canales-Flores v. Lucas County Bd. of Elections*, 2005-Ohio-5642, ¶ 34 (“[i]f the General Assembly had intended to restrict these statutes to persons seeking more than one office at the same election, it would have done so with appropriate language, as it did in R.C. 3513.052”); *O’Toole v. Denihan*, 2008-Ohio-2574, ¶ 67.

{¶32} Even if the Ohio Rules of Civil Procedure were interpreted to allow an intervenor-respondent in the special statutory proceeding under R.C. 2743.75 to file a partial joinder to another party's written objections, the Ohio Rules of Civil Procedure would not apply, because such an application of the Ohio Rules of Civil Procedure would be inconsistent with R.C. 2743.75(F)(2). See Civ.R. 1(C) (providing that the Ohio Rules of Civil Procedure, “to the extent that they would by their nature be clearly inapplicable, shall not apply to procedure ... (8) in all other special statutory proceedings; provided, that where any statute provides for procedure by a general or specific reference to all the statutes governing procedure in civil actions such procedure shall be in accordance with these rules”). Compare R.C. 2743.03(D) (the Rules of Civil Procedure “shall govern practice and procedure in all actions in the court of claims, except insofar as inconsistent with [R.C. Chapter 2743]”) with R.C. 2743.75(F)(2) (“[e]ither party may object to the report and recommendation within seven business days after receiving the report and recommendation by filing a written objection with the clerk and sending a copy to the other party by certified mail, return receipt requested”). Based on the plain language of R.C. 2743.75(F)(2), the court holds that Amazon Data Services, Inc.'s partial joinder is improper.

{¶33} Even if, however, Amazon Data Services, Inc.'s partial joinder were proper under R.C. 2743.75(F)(2), a review of Amazon Data Services, Inc.'s partial joinder shows that, through the partial joinder, Amazon Data Services, Inc. essentially attempts to preserve an issue for potential appellate review, namely that the unredacted site plan should be exempted from production as an infrastructure record under R.C. 149.433(A) and (C). Amazon Data Services, Inc. maintains in the partial joinder that—except for joining the City's request to adopt the special master's determination that the site plan

should be exempted as a trade secret—it “takes no position on the other responses to the R&R stated in the City’s Objection because they are not relevant to Amazon.” Through the partial joinder, Amazon Data Services, Inc. thus fails to call attention to any purported error in the report and recommendation and simply echoes its belief that the special master correctly recommended that the site plan should be withheld from production as a trade secret.²

3. Requester’s Kristin Allen’s objections are not persuasive.

{¶34} Requester Kristin Allen objects to the report and recommendation “insofar as it recommends that the Court find [the City] properly withheld the entire unredacted Site Plan as a trade secret under R.C. 149.43(A)(1)(v) and R.C. 1333.61 et seq., and that Requester is not entitled to further production of the Site Plan. Report, p. 9.” Requester, however, “does not object to, and asks the Court to adopt, the remainder of the Report, including its findings that: (1) the Site Plan is a ‘record’ as defined by R.C. 149.011(G), Report, pp. 5–6; (2) R.C. 9.66(D) does not apply retroactively to the operative public-records request, Report, p. 6; and (3) the City did not provide the development agreement and water and sewer agreement within a reasonable time, entitling Requester to reimbursement of her filing fee and costs under R.C. 2743.75(F)(3)(b), Report, pp. 9–10.”

{¶35} Requester presents two (2) objections:

1. OBJECTION NO. 1: THE REPORT SUSTAINED THE TRADE-SECRET EXEMPTION BASED ON EVIDENCE IT EXPRESSLY IDENTIFIED AS CONCLUSORY.

² Since, as discussed within, the court adopts the special master’s determination that the unredacted site plan should not be produced, the court need not address whether production of the unredacted site plan should be exempt from production as an infrastructure record. See *State ex rel. Karmasu v. Tate*, 83 Ohio App.3d 199, 205 (4th Dist.1992), citing *Coulverson v. Ohio Adult Parole Auth.*, 1992 WL 97805 (4th Dist. May 11, 1992) (a trial court “is not required to consider any legal theory, or argument, beyond that which will adequately dispose of the case at hand”); *PDK Laboratories Inc. v. United States Drug Enforcement Administration*, 362 F.3d 786, 799 (2004) (Roberts, J., concurring in part and in the judgment) (“the cardinal principle of judicial restraint -- if it is not necessary to decide more, it is necessary not to decide more -- counsels us to go no further”); *State ex rel. Luken v. Corp for Findlay Mkt. of Cincinnati*, 2013-Ohio-1532, ¶ 25.

2. OBJECTION NO. 2: THE REPORT WITHHELD THE ENTIRE 127-PAGE RECORD WITHOUT ANALYZING WHETHER EXEMPT AND NON-EXEMPT CONTENT COULD BE SEGREGATED.

{¶36} The City opposes requester's objections, contending, among other things, that the report and recommendation's trade-secret analysis is thorough and evaluates factors set forth in *Salemi v. Cleveland Metroparks*, 2016-Ohio-1192, ¶ 25, that the report and recommendation does not rely on conclusory evidence alone, that the special master exercised independent factfinding after an in camera review of the evidence, that the special master's competitive-harm analysis is supported by an affidavit, that requester's Zoning Code argument "is new evidence" that was never presented to the special master, and that site plan is an integrated document that is not reasonably segregable.

{¶37} Intervenor-respondent Amazon Data Services, Inc. also opposes requester's objections, urging that the special master correctly determined that its draft site plan for the data center campus in Sidney, Ohio, is a trade secret and is exempt from production. Intervenor-respondent Amazon Data Services, Inc. contends that requester cannot rely on the City's Zoning Code in support of an argument that the site plan is not a trade secret because such an argument was not previously raised by requester and that a trade secret exemption "trumps" the City's Zoning Code requirements, if the trade secret elements are met. Intervenor-respondent Amazon Data Services, Inc. also contends that the infrastructure-record exemption also applies to the site plan.

{¶38} For ease of analysis, requester's objections shall be considered together.

{¶39} Under Ohio law, as used in R.C. 149.43, a public record does not mean "[r]ecords the release of which is prohibited by state or federal law." R.C. 149.43(A)(1)(v). For purposes of the Ohio Public Records Act, trade secrets are exempt from disclosure. *State ex. rel. Besser v. Ohio State Univ.*, 89 Ohio St. 3d 396, 399 (2000), citing *Besser v. Ohio State University*, 87 Ohio St. 3d 535, 540 (2000) ("[t]rade secrets are exempt from disclosure under the 'state or federal law' exemption of R.C. 149.43"). In *Besser*, 87 Ohio St.3d at 541, the Supreme Court of Ohio ruled that The Ohio State University "can have its own trade secrets under R.C. 1333.61." Applying *Besser*, it follows that a public entity, such as a municipality, may also have trade secrets under R.C. 1333.61. And it is

manifest that trade secrets apply to businesses, such as Amazon Data Services, Inc. See, e.g., *Dexxon Digital Storage, Inc. v. Haenszel*, 2005-Ohio-3187, ¶ 29 (5th Dist.) (noting that trade secrets “are generally thought of as something that gives an employer a competitive advantage over another and as such are extremely coveted”).

{¶40} R.C. 1333.61(D) defines the term “trade secret” as used in R.C. 1333.61-1331.69. It provides:

“Trade secret” means information, including the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers, that satisfies both of the following:

(1) It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

(2) It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The Supreme Court of Ohio also has adopted the following factors in analyzing a trade secret claim:

“(1) The extent to which the information is known outside the business; (2) the extent to which it is known to those inside the business, *i.e.*, by the employees; (3) the precautions taken by the holder of the trade secret to guard the secrecy of the information; (4) the savings effected and the value to the holder in having the information as against competitors; (5) the amount of effort or money expended in obtaining and developing the information; and (6) the amount of time and expense it would take for others to acquire and duplicate the information.” *State ex rel. The Plain Dealer v. Ohio Dept. of Ins.* (1997), 80 Ohio St. 3d 513, 524-525, 687 N.E.2d 661, 672, citing *Pyromatics, Inc. v. Petruziello* (1983), 7 Ohio App. 3d 131, 134-135, 7 Ohio B. Rep. 165, 169, 454 N.E.2d 588, 592.

An entity claiming trade secret status bears the burden to identify and demonstrate that the material is included in categories of protected information under the statute and additionally must take some active steps to maintain its secrecy. See *Fred Siegel Co., L.P.A. v. Arter & Hadden* (1999), 85 Ohio St. 3d 171, 181, 707 N.E.2d 853, 862. *State ex rel. Besser*, 89 Ohio St. 3d at 399-400 (2000). *Accord Salemi v. Cleveland Metroparks*, 2016-Ohio-1192, ¶ 25.³

In the report and recommendation, the special master states:

Amazon has ... submitted specific affidavit evidence to detail the steps taken to keep this information secure, including contractual requirements, digital protections, and physical security. Amazon's affidavit evidence generally concludes that disclosure of the site plan could allow "Amazon's competitors [to] copy the information, use it, and unfairly profit off of it when developing their own data centers or similar services without having to invest the same effort, time, and money as Amazon did to create and protect it." *Id.*, ¶ 31. While this statement is arguably conclusory on this point, I find it reasonable to conclude that public disclosure of the site plan could allow other persons to "obtain economic value from its disclosure or use." R.C. 1333.61(D). The site plan contains Amazon's strategy for development of a commercial data center campus at that site. Public disclosure of that strategy would permit a competitor to use it for their own advantage.

³ In *Salemi v. Cleveland Metroparks*, 2026-Ohio-1192, ¶ 25, the Supreme Court of Ohio stated,

We have articulated the following factors for analyzing a trade-secret claim:

"(1) The extent to which the information is known outside the business; (2) the extent to which it is known to those inside the business, i.e., by the employees; (3) the precautions taken by the holder of the trade secret to guard the secrecy of the information; (4) the savings effected and the value to the holder in having the information as against competitors; (5) the amount of effort or money expended in obtaining and developing the information; and (6) the amount of time and expense it would take for others to acquire and duplicate the information."

State ex rel. Luken, 135 Ohio St.3d 416, 2013-Ohio-1532, 988 N.E.2d 546, at ¶ 17, quoting *State ex rel. Besser* at 399-400, quoting *State ex rel. Plain Dealer v. Ohio Dept. of Ins.*, 1997-Ohio-75, 80 Ohio St.3d 513, 524-525, 687 N.E.2d 661 (1997); see also 4 Restatement of the Law, Torts, Section 757, Comment b (1939).

(R&R, 8-9.)

{¶41} Despite the special master’s statement that a certain statement in an affidavit is “arguably conclusory,” requester seizes on the word “conclusory” in requester’s first objection. The record shows that, in an affidavit before the special master, Jared Gibbons, who is employed by Amazon Web Services (which includes Amazon Data Services, Inc.) averred that “Amazon has invested substantial effort, time, and money into developing and protecting confidential and proprietary information in the Site Plan and the Development Agreement (‘Confidential Information’),” Gibbons Affidavit, at ¶ 15, and that if the Confidential Information were to be publicly disclosed, Amazon’s competitors could copy the information, use it, and unfairly profit off of it when developing their own data centers or similar services without having to invest the same effort, time, and money as Amazon did to create and protect it.

(Gibbons Affidavit, at ¶ 31.)

{¶42} The court observes that R.C. 1333.61(D) contains an expansive definition of the term “trade secret,” as the statute states that a “trade secret”

means information, *including the whole or any portion or phase of* any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers, that satisfies both of the following:

(1) It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

(2) It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(Emphasis added.)

{¶43} Upon independent review, and after applying the definition of the term “trade secret,” as defined in R.C. 1333.61(D), and the factors identified by the Supreme Court

of Ohio for analyzing a trade-secret claim, see *State ex rel. Besser*, 89 Ohio St. 3d at 399-400 (2000); *Salemi v. Cleveland Metroparks*, 2016-Ohio-1192, ¶ 25, the court finds that sufficient evidence supports the special master's determination that the trade-secret exemption applies in this case.

{¶44} Requester's first objection shall therefore be overruled.

{¶45} Requester's second objection maintains that the special master erred because the special master did not analyze "whether exempt and non-exempt content [in the site plan] could be segregated."

{¶46} A record may be withheld under Ohio law when exempted information is "inextricably intertwined" with the rest of the record's contents such that redaction cannot protect the exempted information. See *State ex rel. Master v. City of Cleveland*, 76 Ohio St. 3d 340, 342 (1996); *State ex rel. Beacon Journal Publ. Co. v. Kent State Univ.*, 68 Ohio St. 3d 40, 44 (1993). Whether a record contains exempted information that is "inextricably intertwined" with non-exempted information requires a record-by-record review. See *State ex rel. Hogan Lovells U.S., L.L.P. v. Ohio Dept. of Rehab. & Corr.*, 2021-Ohio-1762, ¶ 16-21.

{¶47} A review of the report and recommendation discloses that the special master did not recommend whether any of the information in the site plan could be redacted. See generally R.C. 149.43(B)(1) (permitting redaction of public records). However, based on the court's independent review, the court concludes that the special master's failure to recommend redactions to the site plan is not prejudicial, because much of the information in the site plan is "inextricably intertwined" with exempted information and if redactions were applied, the non-exempt information effectively would be rendered meaningless.

{¶48} Requester's second objection shall be overruled.

IV. Conclusion

{¶49} The court OVERRULES the City's objections, holds that intervenor-respondent Amazon Data Services, Inc.'s partial joinder is IMPROPER, and OVERRULES requester Kristin Allen's objections. The court ADOPTS the special master's report and recommendation issued on July 27, 2026.

{¶50} In accordance with the special master's recommendations, the court holds that requester is entitled to recover from respondent City of Sidney the amount of the filing

fee of twenty-five dollars and any other costs associated with this action that have been incurred by requester, excepting attorney fees. Court costs are assessed against respondent City of Sidney. In accordance with the special master's recommendation, the court DENIES all other relief requested by the parties. The clerk shall serve upon all parties notice of this judgment and its date of entry upon the journal.

LISA L. SADLER
Judge

Filed August 31, 2026
Sent to S.C. Reporter 10/1/26