

**State ex Rel. Ohio  
Attorney General  
Michael DeWine  
on behalf of the Lion of  
Judah Academy  
30 East Broad Street, 16<sup>th</sup> Floor  
Columbus, Ohio 43215**

**OHIO DEPARTMENT  
OF EDUCATION  
25 S. Front Street  
Columbus, OH 43215**

**V.**

**LATTER ENTERPRISE, INC.**  
**c/o Romey Coles, statutory agent**  
**4971 Salton Dr.**  
**Brunswick, Ohio, 44212**

And	:
	:
LATTER ENTERPRISE, LLC	:
c/o Romey Coles, statutory agent	:
4971 Salton Dr.	:
Brunswick, Ohio, 44212	:
	:
And	:
	:
SHERYSE HENDERSON	:
17620 Winslow Road	:
Shaker Heights, Ohio, 44120	:
	:
And	:
	:
JON HENDERSON	:
17620 Winslow Road	:
Shaker Heights, Ohio, 44120	:
	:
And	:
	:
PROMYSE, INC.	:
c/o Sheryse Henderson, statutory agent:	:
17620 Winslow Road	:
Shaker Heights, Ohio, 44120	:
	:
And	:
	:
ANTHONY HENDKING	:
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Bedford, Ohio, 44146	:
	:
And	:
	:
CARLENA WILLIAMS	:
5988 Bear Creek Dr., Apt. 416	:
Bedford, Ohio, 44146	:
	:
And	:
	:
	:
KARL KING LLC	:
c/o Carlena Williams	:
5988 Bear Creek Dr., Apt. 416	:
Bedford, Ohio, 44146	:
	:

And	:
	:
CHESTER STARKS	:
11470 Euclid Ave, # 170	:
Cleveland, Ohio 44106	:
	:
And	:
	:
ANew EDUCATIONAL	:
SERVICES, LLC	:
c/o Chester Starks, statutory agent	:
11470 Euclid Ave, # 170	:
Cleveland, Ohio 44106	:
	:
And	:
	:
TRILANA BOWLING	:
3690 Sudbury Rd., Up	:
Cleveland, OH 44120	:
And	:
	:
CARL SHYE, Jr.	:
5844B Central College Rd	:
New Albany, Ohio 43054	:
	:
And	:
	:
EDWARD DUDLEY, SR.	:
4961 Blendon Ravine Ct.	:
Columbus, OH 43230	:
	:
And	:
	:
KEN JOHNSON	:
25 Nettletree Creek Ct.	:
Youngsville, NC 27596	:
	:
And	:
	:
STEPHEN SITES	:
204 Lane St.	:
Coal Grove, OH 45638	:
	:
And	:
	:



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## INTRODUCTION

1. Charter schools are intended to play a vital role in Ohio's educational system: providing families trapped in poorly performing traditional schools with a better alternative. When they work well, they can provide a way out for those who have historically been among the most challenged and the least served.
2. Sadly, some individuals have other agendas. Rather than focusing on their students, they view charter schools as a way to illegally enrich themselves.
3. This case involves such misconduct. The Lion of Judah Academy ("Lion Academy") was a charter school in inner city Cleveland. Its students faced extraordinary challenges. They needed—and deserved—all the help Ohio could give them. That did not happen because the adults running the school illegally directed almost a third of the school's resources to other companies they controlled.
4. That had real consequences. Instead of providing a better alternative, Lion Academy lagged behind the Cleveland schools. It failed to meet 90% of the minimum standards applicable to it. It received the institutional equivalent of an "F" for four years, barely managed a "D" once, and could not even submit valid data in another year.
5. Those are not abstractions, but measure how badly those running Lion Academy served the children attending the school. Every one of those kids was cheated.
6. The Attorney General and the Ohio Department of Education bring this action asking that all Defendants be compelled to repay every penny they misappropriated, as found by the Auditor of State. They ask that those who played active roles in illegal transactions also pay triple damages under Ohio's Corrupt Practices Act and that they return all compensation they received while "serving" Lion Academy.



## **JURISDICTION AND VENUE**

7. This is an action for a judgment on findings for recovery issued under R.C. 117.28. It is also an action to enforce public official liability under R.C. 9.39, to impose treble damages under R.C. 2923.34, to enforce fiduciary duties, to obtain declaratory judgments pursuant to R.C. 2721.02, and to recover the value of improperly taken public property.
8. The claims asserted exceed \$15,000.
9. This Court has jurisdiction under the statutes referenced in paragraph 1 above and R.C. 2305.01.
10. Plaintiff Ohio Attorney General is a constitutional officer of the State of Ohio and the chief law officer of the State of Ohio. He is authorized to bring this action by R.C. 117.28, R.C. 117.30, R.C. 117.36 and his common law authority. He has *parens patrie* standing to bring these claims on behalf of Lion Academy.
11. Plaintiff Ohio Department of Education (“ODE”) is an agency of the State of Ohio created by R.C. 3301.13. ODE has standing to bring this case because it is the beneficiary of many of the findings for recovery at issue.
12. Venue is proper in Franklin County because:
  - a. Some of the defendants (Carl Shye and Edward Dudley) reside in Franklin County;
  - b. Substantial acts in furtherance of the conspiracies alleged in paragraphs 228, 236, and 244 below occurred in Franklin County.
  - c. One of the defendants (Ken Johnson) is being served pursuant to Civ. R. 4.3, and the Attorney General’s and ODE’s principal places of business are in Franklin County.

## **BACKGROUND**

### **A. OHIO CHARTER SCHOOLS GENERALLY.**

13. Ohio calls its charter schools “community schools.” They are created and governed by R.C. Chapter 3314.
14. Ohio charter schools are public schools structured as public benefit corporations organized under R.C. Chapter 1702.
15. An Ohio charter school is under the direction of its “governing authority.” A governing authority controls the charter school in much the same way a school board controls a traditional school district. The governing authority of the charter school is generally comprised of the directors/trustees of the school’s R.C. Chapter 1702 corporation.
16. Every charter school must answer to a supervisory entity called a “sponsor.” Sponsors are supposed to protect the public’s interests in the schools and are paid a set percentage of the funding provided the school in exchange for providing monitoring and oversight. Most schools are sponsored by non-profit corporations, but some are sponsored by traditional school districts.
17. Charter schools operate on two primary sources of funds. The first is state operating monies provided pursuant to R.C. 3314.08. Those funds are transferred from the state educational funding that would otherwise go to the traditional school districts where the charter school’s students reside. Most charter schools receive no funds from local property taxes.
18. The second source is federal grant funds. Those funds are passed to ODE as a grantee of the United States Department of Education. ODE in turn subgrants the funds to individual schools. Federal grants are made with federal funds appropriated for educational purposes.

19. Every Ohio charter school is audited by the Auditor of State (“AOS”), and a formal report is issued for each audit. The AOS will issue a finding if he finds that a school’s funds have been misapplied or misappropriated, if expenditures were not properly documented, or if school funds have been otherwise used in violation of law.
20. Ohio charter schools serve more challenged students than do schools on average. More specifically, ODE statistics show the following for the 2012-2013 school year, the most recent data publicly available:

<b>Challenged students</b>	<b>% traditional schools</b>	<b>% charters</b>
Economically disadvantaged	47.5	81.6
Limited English language	2.7	4.9
Disability	14.7	24.7

21. Charter schools have fewer resources to devote to their students than traditional schools. ODE records indicate that during the 2012-2013 school year, traditional school districts had, on a statewide basis, \$12,180 to spend on each student. Those records also indicate that charter schools had \$8,247 to devote to each student.

**B. THE LION OF JUDAH ACADEMY.**

22. Lion Academy was a charter school in Cleveland. Most of its students resided in the Cleveland Municipal School District.
23. Lion Academy’s students faced formidable challenges; on average, 89.9% were economically challenged. During the 2012-2013 school year, Lion Academy received \$8,401 in funding for each student, while the Cleveland District received \$11,139 (a 32% difference). Lion Academy’s funds were therefore at a premium.

**The Principal Defendants' web of business relationships.**

24. The central figures in Lion Academy, and in the entities that received illegal payments from Lion Academy, were Romey and Rosina Coles and their close associates.
25. Romey and Rosina Coles first proposed the school. Once their proposal was accepted, **Romey Coles** incorporated the school's R.C. Chapter 1702 corporation. He remained its chief executive until he was indicted on felonies involving school funds.
26. **Rosina Coles** was also a founding director of Lion Academy; she was its president, and shared access to its bank accounts with Romey Coles.
27. Romey and Rosina Coles also founded the **Church of the Lion of Judah** ("**Lion Church**"). They share control of Lion Church. Several persons holding positions of trust at Lion Academy held positions of trust with Lion Church while those entities were doing business with each other.
28. The AOS found that Lion Academy illegally transferred \$162,687 to Lion Church during the years the school operated.
29. Romey Coles also founded Latter Enterprises ("Latter NP") and Latter Enterprises LLC ("Latter LLC") (**collectively "Latter"**). Romey Coles was the incorporator of both entities. Upon information and belief, Latter NP was informally absorbed into Latter LLC, with Latter LLC becoming the de facto surviving entity. Romey and Rosina Coles share access to Latter's bank accounts.
30. Many of Latter's owners, board members, officers, and authorized representatives also occupied positions of trust with Lion Academy while those entities were doing business with each other.
31. The AOS found that Lion Academy illegally transferred \$2,345,812 to Latter during the years the school operated.

32. **Karl King LLC** is an Ohio corporation that also did business with Lion Academy. It was founded by Anthony Hendking, an employee/agent of Latter. Romey Coles and Rosina Coles share access to Karl King's bank accounts with several persons from Lion Church and Latter.
33. All of Karl King LLC's owners, board members, officers, and authorized representatives also occupied positions of trust with Lion Academy while those entities were doing business with each other.
34. The AOS found that Lion Academy illegally transferred \$37,973 to Karl King LLC during the years the school operated.
35. **Anew Educational Services, LLC ("Anew")** is an Ohio corporation that did business with Lion Academy. Anew's owner, Chester Starks, became affiliated with the school through Romey Coles and occupied positions of trust with Lion Academy while those entities were doing business with each other.
36. The AOS found that Lion School illegally transferred \$30,791 to Anew during the years the school operated.
37. **Sheryse Henderson** is closely affiliated with Romey Coles and Rosina Coles. She was on the board of Lion Church, she shared access to the Church's bank accounts with Romey and Rosina Coles, was on Latter's board, and shared access to Latter's and Karl King LLC's bank accounts with Romey and Rosina Coles. She was a founder, a governing authority member, and an officer of Lion Academy. She shared access to the school's bank accounts with Romey Coles, Rosina Coles, and Trilana Bowling.

38. **Trilana Bowling** was also on the board of Lion Church. She was a founder, governing authority member, officer, and authorized agent of Lion Academy. She shared access to the school's bank accounts with Romey Coles, Rosina Coles, and Sheryse Henderson.
39. **Jon Henderson** is Sheryse Henderson's husband. He was on the board of Lion Church and acted as an agent for Lion Church. He was also on Latter's board. He was a founder, governing authority member, officer, and authorized representative of Lion Academy while it did business with Latter and Lion Church.
40. **Anthony Hendking** was a governing authority member and an officer of Lion Academy. He was also an owner of Karl King LLC, and an employee/ representative of Latter.
41. **Carlena Williams** was a governing authority member and an officer of Lion Academy. She was also an officer of Karl King LLC. She was married to Anthony Hendking at all relevant times.
42. **Chester Starks** was an officer of Lion Academy. He was also the founder of Anew Educational Services, LLC, and an agent of Latter while Lion Academy did business with those entities.
43. **Carl Shye** was a treasurer of Lion Academy.
44. **Edward Dudley** was a treasurer of Lion Academy.
45. The AOS also issued findings for recovery against **Ken Johnson, Stephen Sites, Ashe Culture Center, and Promyse, Inc.** Those findings have not been paid, and Plaintiffs seek to reduce them to judgment, as discussed in paragraphs 86-92 below.
46. **Samuel White, LLC**, as landlord, has refused access to allow recovery of some of Lion Academy's public property, and the Plaintiffs sue to recover the value of that property, as discussed in paragraphs 241-294 below.

47. The Defendants identified in paragraphs 45 and 46 do not appear to be part of the pattern discussed in paragraphs 24-44 above.

**The 2007-2008 school year: \$314,386 was illegally transferred, the school was declared an academic emergency, its financial records were unauditable, and creditors went unpaid.**

48. Lion Academy had 97 students during the 2007-2008 school year (fiscal year 2008). It received a total of \$1,160,263 in public funds to educate those children. “Appendix to Complaint,” (“Apx.”),<sup>1</sup> Apx., Vol. 5, p. 555; Apx., Vol. 5, p. 678.
49. The AOS found that entities controlled by the Coleeses and their associates (Latter, Lion Church, Karl King LLC, Anew) illegally received \$314,386 of Lion Academy’s public funds for the 2007-2008 school year. The AOS also found that an additional \$45,471 of Lion Academy’s funds were improperly disbursed. The total amount of funds misappropriated at Lion Academy during that school year was \$359,957. The school’s financial records for this year were unauditable. Apx., Vol. 5, pp. 702-730; Apx., Vol. 6, p. 984.
50. The misappropriations set forth in paragraph 49 above involved 31% of Lion Academy’s funding and amounted to \$3,710 per student for that school year.
51. Although the Lion Academy apparently benefitted the Coleeses and their associates during the 2007-2008 term, it did not do well by its students. It failed to meet any of the State standards applicable to it. Its performance index score, a blended rating, lagged 19.3 points behind that of the Cleveland School District. It failed to deliver a year’s worth of

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<sup>1</sup> The documents in the Apx. are exhibits to this complaint. They are filed separately in 14 volumes because of the limits of the electronic filing system. They are consecutively paginated across volumes. They are cited by the volume and overall page numbers where the information can be found. For example, a document at the 450<sup>th</sup> overall page, in the fourth volume of the Apx, would be cited as “Apx, Vol. 4, p. 450.” The Apx. is easier to work with if the 14 volumes are combined into a single PDF volume.

academic progress to its students. It was rated as an academic emergency, the institutional equivalent of an “F.” Apx., Vol. 4, p. 551.

52. Nor did Lion Academy do well by its creditors. During the same time it was illegally transferring hundreds of thousands of dollars to its insiders’ companies, it failed to pay at least \$40,667.89 owed to third party creditors. It also failed to pay its sponsorship fees, prompting its sponsor to put the school on probation. Apx., Vol. 6, pp. 930, 937, 950.

**The 2008-2009 school year: \$429,582 was illegally transferred, the school continued in academic emergency, its records remained unauditable, and legitimate debts were ignored, but school management received bonuses and other perks.**

53. Lion Academy had 144 students during the 2008-2009 school year (fiscal year 2009). It received a total of \$1,562,848 in public funds to educate those children. Apx., Vol. 5, pp. 563, 656.
54. The AOS found that entities controlled by the Coleses and their associates (Latter, Lion Church, Anew) illegally received \$429,582 of Lion’s public funds for that year. The AOS also found that an additional \$31,335 of Lion Academy’s public funds were improperly disbursed. The total amount of funds misappropriated at Lion Academy during that school year was \$460,917. The school’s financial records remained unauditable. Apx., Vol. 5, pp. 702--730, Vol. 6; p. 984.
55. The misappropriations set out in paragraph 54 above involved more than 29% of Lion Academy’s funding and amounted to \$3,200 per student for that school year.
56. Although the Lion Academy once again benefitted its insiders, it once again failed its students. It met only 1 of the 15 state standards applicable to it, a 93% failure rate. Its performance index score fell even further (22.57 points) behind that of the Cleveland School District. It was once again rated an academic emergency. Apx., Vol. 5, p. 559.



57. Lion Academy's management continued to ignore the school's financial obligations, at least those owed to non-affiliated entities. The school failed to pay approximately \$40,000 in federal taxes and did not meet pension obligations. The school remained delinquent on its sponsorship fees, prompting its sponsor to begin proceedings to close the school. Apx., Vol. 5, pp. 727-728; Vol. 6, pp. 931, 933, 952-962.
58. The school was more attentive to its key officials and their companies. It provided Romey Coles with a new SUV. Romey Coles, Chester Starks, and Sheryse Henderson received bonuses. The school continued to make regular payments to Latter, Lion Church, and Anew. It failed to tell the IRS about the SUV and payments to Latter and Anew, enabling Romey Coles and those entities to evade taxes on those matters. Apx., Vol. 3, pp. 394-395; Vol. 5, pp. 727-728; Vol. 9, pp. 1187-1193; Vol. 10, pp. 1326-1339, 1351; Vol. 10, pp. 1410; Vol. 11, pp. 1425-1428.

**The 2009-2010 school year: \$396,148 was illegally transferred, the school languished in academic emergency, the special education provider sued for payment, but management continued to enjoy expensive perks.**

59. Lion Academy had 124 students during the 2009-2010 school year (fiscal year 2010). 89.6% were economically disadvantaged. It received \$1,028,243 to educate those children. Apx., Vol. 5, pp. 571, 748.
60. The AOS found that during the 2009-2010 school year, entities controlled by Lion Academy insiders (Latter, Lion Church, Anew) illegally received \$396,148 of Lion's public funds during this school year. The AOS also found that an additional \$43,331 of Lion Academy's public funds and property were improperly paid or transferred. The total amount of funds/property misappropriated at Lion Academy during that school year was \$439,479. Apx., Vol. 5, p. 771-791.

61. The misappropriations set out in paragraph 61 above involved more than 42.7% of Lion Academy's funding and amounted to \$3,544 per student for that school year.
62. While Lion Academy's insiders were having another a good year, its students had another bad one. The school met only 1 of 7 applicable state indicators, an 85% failure rate. Its performance index score lagged 17.8 points behind the Cleveland Municipal School District. It was rated as an academic emergency, for the third year in a row. Apx., Vol. 5, p. 567.
63. Lion Academy once again failed to pay its taxes and other debts owed to non-insider creditors. Indeed, its special education provider had to sue to get paid on past due accounts. Apx., Vol. 6, p. 932, 934, 937.
64. The School did, however, take care of its officials. Romey Coles continued to drive the SUV, and the school paid for his health insurance, even though he was not eligible under the school's policies. The school paid more than \$10,000 for a copier that ended up at Romey Coles' church office. Sheryse Henderson, Chester Starks, and Edward Dudley apparently received more than \$2,600 worth of gift cards, compliments of the school. A steady stream of payments went to Latter. Apx., Vol. 5, pp. 778, 779, 780; Vol. 9, pp. 1199-1233; Vol. 13, pp. 1626.

**The 2010-2011 school year: \$477,121 was illegally transferred, the school failed to meet 80% of state standards, paychecks bounced, and multiple creditors sued.**

65. Lion Academy had 116 students during the 2010-2011 school year (fiscal year 2011). 99.1% were economically disadvantaged. It received \$1,371,845 to educate those children. Apx., Vol. 5, p. 578; Vol. 6, p.810.
66. The AOS found that entities controlled by Lion Academy officials (Latter, Lion Church, Anew) illegally received \$477,121 of the school's public funds for that year. The AOS

also found that an additional \$129,759 of public funds were improperly disbursed or unaccounted for. The total amount of funds misappropriated or unaccounted for during that school year was \$606,880. Apx., Vol. 6, p. 833-861.

67. The misappropriations set out in paragraph 66 above involved more than 44% of Lion Academy's funding and amounted to \$5,231 per student for that school year.
68. Lion Academy continued to fail its students. It only met 1 of 5 applicable state indicators, an 80% failure rate. Its performance index score continued to lag behind that of the Cleveland City schools. It was on academic watch, the institutional equivalent of a "D." That was the highest rating Lion Academy ever received. Vol. 5, p. 574.
69. During the same year that Lion Academy made its largest illegal transfers, some employee paychecks bounced, it failed to pay taxes, several creditors sued, and the school's sponsor once again began proceedings to end its relationship with the school due to financial issues. Apx., Vol. 6, pp. 935, 936, 938, 963, 964-966, 984.
70. Once again, school officials and their companies had no such problems. The school continued to pick up Romey Coles' health insurance. Payments to companies owned by the Coles and their associates continued without interruption. Indeed, the AOS found that Latter was actually overpaid. Apx., Vol. 6, pp. 836, 844; Vol. 9, pp.1234-1244; Vol. 10, pp. 1353-1354; Vol. 11, p. 1429.

**The 2011-2012 school year: \$478,997 was illegally transferred, the school failed to submit valid academic data, and an ODE investigation found that the school failed to meet accountability standards.**

71. Lion Academy had 167 students during the 2011-2012 school year (fiscal year 2012). It received a total of \$1,687,804 in public funds to educate those children. Apx., Vol. 6, p. 902.

72. Entities controlled by the Colesees and their associates (Latter, Lion Church, Karl King) illegally received \$478,997 of Lion's public funds during this term. Apx., Vol. 6, pp. 920-921.
73. The misappropriations set out in paragraph 72 above involved more than 28% Lion Academy's funding and amounted to \$2,865.25 per student for that school year.
74. ODE became Lion Academy's sponsor. Apx., Vol. 3, pp. 278-279.
75. ODE investigated Lion Academy's operations and determined that the school failed to meet education, finance, and academic assessment/accountability standards. ODE therefore placed Lion Academy on probation. Apx., Vol. 3, pp. 282-283.
- The 2012-2013 School Year: \$250,135 was illegally transferred, the school received another "F" rating, school officials were indicted, and the school finally closed.**
76. Lion Academy had 150 students during the 2012-2013 school year (fiscal year 2013). 99.5% of those students were economically disadvantaged. It received a total of \$1,366,027 in public funds to educate those children. Apx., Vol. 5, pp. 599; Vol. 6, p. 882.
77. The AOS found that during the 2012-2013 school year, an entity controlled by Lion Academy insiders (Latter) illegally received \$250,135 of Lion's public funds. Apx., Vol. 6, pp. 920-921.
78. The misappropriations set out in paragraph 77 above involved more than 18% of Lion Academy's funding and amounted to \$1,667 per student for that school year.
79. Five of Lion Academy's key officials were indicted for felonies related to the misappropriation of school funds. Those officials were Romey Coles, Rosina Coles, Sheryse Henderson, Chester Starks, and Carl Shye. Apx., Vol. 12, pp. 1509-1523.

80. Unfortunately, the actions against the Lion Academy’s insiders and their companies were not sufficient to salvage the 2012-2013 school year. Lion Academy failed to meet any of the state standards applicable to it and once again received an “F” on its state report card. Apx., Vol. 5, pp. 589-590.

81. Lion Academy closed at the end of the 2012-2013 school year.

**Post Closure matters: felony convictions & conversion of school property.**

82. Five of Lion Academy’s key officials were convicted of felonies involving school funds. More specifically, those convictions were:

<b>Official</b>	<b>Felonies</b>
Romey Coles	R.C. 2921.42 (unlawful interest in a public contract) Apx., Vol. 12, p. 1524.
Rosina Coles	R.C./2923.02/R.C. 2921.42 (attempted unlawful interest in a public contract). Apx., Vol. 12, p. 1527.
Sheryse Henderson	R.C. 2923.02/R.C. 2921.42 (attempted unlawful interest in a public contract). Apx., Vol. 12, p. 1534.
Chester Starks	R.C. 2923.02/R.C. 2921.42 (attempted unlawful interest in a public contract). Apx., Vol. 12, p. 1531.
Carl Shye	R.C. 2921.42 (unlawful interest in a public contract); Apx., Vol. 12, p. 1529.

83. In preparation for its closing, Lion Academy inventoried its hard assets in April of 2014. Apx., Vol. 14, pp. 1631-1660.

84. The assets listed in the inventory were located at Lion Academy’s facility at 1486 East 55<sup>th</sup> Street in Cleveland, Ohio. Lion Academy occupied that property pursuant to a sublease from Latter, which in turn had the prime lease from Samuel White, LLC. Apx., Vol. 6, pp. 1004; Vol. 9, pp. 1168-1175.

85. Latter apparently failed to pay the rent due Samuel White LLC, and Samuel White has refused access to the facility to recover the school's hard assets. Apx., Vol. 14, pp. 1661-1664.

## **CLAIMS**

### **A. JUDGMENTS ON AUDIT FINDINGS (R.C. 117.28 AND R.C. 117.36)**

86. Plaintiffs hereby restate the matters alleged in paragraphs 1 through 85 above as if they were fully rewritten here.
87. R.C. Chapter 117 requires the AOS to issue findings detailing the misapplication of public funds entrusted to a public body.
88. R.C. 117.27 requires the AOS to file audit reports making findings for recovery with the legal counsel for the entity being audited. If no legal counsel is identified, the audit report is filed with the prosecutor of the county in which the public body is located.
89. R.C. 117.28 and R.C. 117.36 authorize the Attorney General to sue to reduce audit findings to judgment if legal counsel for the audited entity or the county prosecutor has not filed such a suit within 120 days of receiving the audit report.
90. On February 13, 2014, the AOS certified audit reports regarding Lion Academy for fiscal years 2007, 2008/2009, and 2010, finding that public funds entrusted to Lion had been misapplied. On June 10, 2014, the AOS certified an audit report on Lion for fiscal year 2011, also finding that public funds entrusted to Lion had been misapplied. Certified copies of those audit reports are filed here as Apx., Vol. 5, pp. 605-797; Vol. 6, pp. 798-868.
91. The audit reports referred to in paragraph 90 above were duly filed with the Cuyahoga County Prosecutor, but no suit was commenced on the findings in those reports within 120 days of those filings.

92. The AOS' findings are due and owing, they have not been paid and Plaintiffs are entitled to have those findings reduced to judgment as prayed for below.

**B. ILLEGAL CONTRACTS (R.C.29321.42(H)).**

**Contracts with Latter Enterprises.**

93. Plaintiffs hereby restate the matters alleged in paragraphs 1 through 92 above as if they were fully rewritten here.
94. Latter N.P. filed its articles of incorporation on May 15, 2002, reporting that Latter N.P. was organized under R.C. Chapter 1702. Romey Coles was its incorporator. Latter N.P.'s initial directors were Romey Coles, Rosina Coles, Jon Henderson, and Sheryse Henderson. Apx., Vol. 7, pp. 1008-1012.
95. Latter N.P. filed amended articles on March 28, 2006. The Amended Articles identified Sheryse Henderson as the corporate secretary. Apx., Vol. 7, pp. 1013-1015.
96. On February 21, 2007, Latter LLC filed its articles with the Secretary of State, reporting that Latter LLC was organized under R.C. Chapter 1705. Romey Coles signed the filing as Latter LLC's authorized representative. Apx., Vol. 7, pp. 1019-1023.
97. On April 18, 2011, Latter N.P. filed a corporate reinstatement. Romey Coles certified that he had the requisite authority to execute the document on behalf of Latter N.P. Apx., Vol. 7, pp. 1016-1017.
98. During the 2007-2008 through 2010-2013 school years (fiscal years 2008 through 2013), Latter LLC granted Romey Coles, Rosina Coles, Sheryse Henderson, and Trilana Bowling control over Latter LLC's bank accounts. Apx., Vol. 7, pp. 1028-1034.
99. As of February 27, 2015, the Secretary of State's website stated that both of the Latter entities were active corporations. Apx., Vol. 7, pp. 1018, 1027.

100. Latter N.P. and Latter LLC operated, on a practical matter, as a single entity. At the very least, they shared common agents and officers.
101. Certified copies of the minutes of the meetings of Lion Academy's Governing Authority report that Chester Starks repeatedly acted as a representative of Latter. The minutes reflect that Sheryse Henderson acted as Latter's representative. Anthony Hendking signed contracts on behalf of Latter Apx., Vol. 3, pp. 422, 428, 433-434, Vol. 4, pp. 439-440, 442-443, 445-446, 448, 450-451, 453, 473-474, 480, 484; Vol. 7, p.1113.
102. Lion Academy was a community school at all times during the 2007-2008 through 2010-2011 school years. It was therefore a political subdivision.
103. Certified copies of the minutes of Lion Academy's governing authority meetings reported that during the 2007-2008 school year, Rosina Coles, Jon Henderson, Anthony Hendking, Carlena Williams, and Trilana Bowling were on Lion Academy's governing authority. Lion Academy's IRS Form 990 for that year stated that Romey Coles was Lion Academy's principal officer and was a board member of Lion School. Carl Shye was Lion Academy's fiscal officer. Romey Coles, Rosina Coles, Sheryse Henderson, Trilana Bowling, and Carl Shye had authority to disburse funds from Lion Academy's bank accounts. Romey Coles, Rosina Coles, Anthony Hendking, and Chester Starks each signed contracts on behalf of Lion Academy. Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Chester Starks, and Carl Shye were therefore officers, employees, or agents of Lion Academy (a political subdivision) and hence were public officials, within the meaning of R.C. 2921.01(A), during that school year. Apx., Vol. 3, pp. 335-378; Vol. 4, pp. 524, 530, 547-551, 551; Vol. 7, pp. 1113, 1114.



104. During the 2007-2008 school year, Lion Academy had several contracts with Latter, whereby Latter agreed to provide property and/or services for Lion Academy's use, and to alter, repair, or maintain Lion Academy's public property. Those contracts were therefore public contracts within the meaning of R.C. 2921.42(I). *See e.g.* Apx., Vol. 7, pp. 1110-1114.
105. The contracts referenced in paragraph 104 above, and payments pursuant to those contracts, were unanimously approved or ratified by Lion Academy's governing authority, which included Rosina Coles, Jon Henderson, Anthony Hendking, Carlena Williams, and Trilana Bowling. Apx., Vol. 3, pp. 338, 341-342, 356-357, 377-378; Vol. 4, pp. 453-454, 467, 484-486, 488.
106. The AOS found that Lion Academy paid Latter \$246,198 during that school year in violation of R.C. 2921.42. Apx., Vol. 5, pp. 702-703.
107. Romey Coles, Rosina Coles, Sheryse Henderson, Jon Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, and Carl Shye each violated R.C. 2921.42(A)(1) and (3) with regard to Lion Academy's contracts with Latter during the 2007-2008 school year, as described in paragraph 104 above, because they used their authority and influence at Lion Academy to secure the contracts and payments pursuant to those contracts, and:
- a. Romey Coles, a member of his family (Rosina Coles), and his business associates in Latter and Lion Church (Rosina Coles, Jon Henderson and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - b. Rosina Coles, a member of her family (Romey Coles), and her business associates in Latter and Lion Church (Romey Coles, Jon Henderson and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - c. Sheryse Henderson, a member of her family (Jon Henderson) and her business associates in Latter and Lion Church (Romey Coles, Rosina Coles, and Jon

Henderson) had interests in those contracts due to their interests/involvement in Latter.

- d. Jon Henderson, a member of his family (Sheryse Henderson), and his business associates in Lion Church (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - e. Anthony Hendking and his business associates in Latter and Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - f. A member of Carlena Williams' family (Anthony Hendking) and her business associates in Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - g. Business associates of Trilana Bowling in Lion Church (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - h. Business associates of Carl Shye in Lion Academy (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
108. Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, and Anthony Hendking also violated R.C. 2921.42(A)(4) with regard to Lion Academy's contracts with Latter during the 2007-2008 school year because they had interests in those contracts due to their interests/involvement in Latter.
109. During the 2008-2009 school year (fiscal year 2009), Romey Coles, Chester Starks, and Sheryse Henderson were officers and/or employees of Lion Academy. Certified copies of the minutes of Lion Academy's governing authority meetings reported that during that school year, Jon Henderson, Anthony Hendking, Carlena Williams, and Trilana Bowling were on Lion Academy's governing authority. Lion Academy's IRS form 990 for that year listed Romey Coles as a board member and Lion Academy's principal officer. Carl Shye was Lion Academy's fiscal officer. Romey Coles, Rosina Coles, Sheryse Henderson, Trilana Bowling, and Carl Shye had authority to disburse funds from Lion

Academy's bank accounts. Romey Coles and Anthony Hendking signed contracts on behalf of Lion Academy. Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Chester Starks, and Carl Shye were therefore officers, employees, or agents of Lion Academy (a political subdivision) and hence were public officials, within the meaning of R.C. 2921.01(A), during that school year. Apx., Vol. 3, pp. 349-409; Vol. 4, pp. 524, 530, 547-550; Vol. 8, p. 559; Vol. 6, pp. 967, 970; Vol. 8, p. 1122; Vol. 11, p. 1446.

110. During the 2008-2009 school year, Lion Academy had several contracts with Latter whereby Latter agreed to provide property and/or services for Lion Academy's use, and to alter, repair, or maintain Lion Academy's public property. Those contracts were therefore public contracts within the meaning of R.C. 2921.42(I). *See e.g.* Apx., Vol. 7, pp. 1114; Vol. 7, pp. 1115-1122, 1123-1142.
111. The contracts referenced in paragraph 110 above, and payments pursuant to those contracts, were unanimously approved or ratified by Lion Academy's governing authority, which included Jon Henderson, Anthony Hendking, Carlena Williams, and Trilana Bowling. Apx., Vol. 3, pp. 401-402, 408-409; Vol. 4, pp. 453-454, 467, 484-7, 488.
112. The AOS found that Lion Academy paid Latter \$246,440 in violation of R.C. 2921.42 during that school year. Apx., Vol. 5, pp. 702-703.
113. Romey Coles, Sheryse Henderson, Jon Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling and Carl Shye each violated R.C. 2921.42(A)(1) and (3) with regard to Lion Academy's contracts with Latter during the 2008-2009 school year, as

described in paragraph 110 above, because they used their authority and influence at Lion Academy to secure the contracts and payments pursuant to those contracts, and:

- a. Romey Coles, a member of his family (Rosina Coles), and his business associates in Latter and Lion Church (Rosina Coles, Jon Henderson and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - b. Sheryse Henderson, a member of her family (Jon Henderson), and her business associates in Latter and Lion Church (Romey Coles, Rosina Coles, and Jon Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - c. Jon Henderson, a member of his family (Sheryse Henderson), and his business associates in Lion Church (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - d. Anthony Hendking and his business associates in Latter and Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - e. A member of Carlena Williams' family (Anthony Hendking) and her business associates in Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - f. Business associates of Trilana Bowling in Lion Church (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - g. Business associates of Carl Shye in Lion Academy (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
114. Romey Coles, Rosina Coles, Jon Henderson, Anthony Hendking, and Sheryse Henderson also violated R.C. 2921.42(A)(4) with regard to Lion Academy's contracts with Latter during the 2008-2009 school year because they had interests in those contracts due to their interests and involvement in Latter.
115. During the 2009-2010 school year (fiscal year 2010), Romey Coles, Chester Starks, and Sheryse Henderson were officers and/or employees of Lion Academy. Certified copies of the minutes of Lion Academy's governing authority meetings reported that during that

school year, Jon Henderson, Anthony Hendking, Carlena Williams, and Trilana Bowling were on Lion Academy's governing authority. Lion Academy's IRS form 990 for that year listed Romey Coles as a board member and principal officer. Edward Dudley was Lion Academy's fiscal officer. Romey Coles, Rosina Coles, Sheryse Henderson, Trilana Bowling, and Edward Dudley had authority to disburse funds from Lion Academy's bank accounts. Anthony Hendking signed at least one contract on behalf of Lion Academy. Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Chester Starks, and Edward Dudley were therefore officers, employees, or agents of Lion Academy (a political subdivision) and hence were public officials, within the meaning of R.C. 2921.01(A), during that school year. Apx., Vol. 3, pp. 410-435; Vol. 4, pp. 524, 530, 547-550; Vol. 5, p. 567; Vol. 6, pp. 974; Vol. 8, pp. 1122, 1142, 1150; Vol. 11, pp. 1420.

116. During the 2009-2010 school year, Lion Academy had several contracts with Latter whereby Latter agreed to provide property and/or services for Lion Academy's use, and to alter, repair, or maintain Lion Academy's public property. Those contracts were therefore public contracts within the meaning of R.C. 2921.42(I). *See e.g.* Apx., Vol. 7, p. 1114; Vol. 8, pp. 1115-1122, 1123-1142, 1143-1150.
117. The contracts referenced in paragraph 116 above, and payments pursuant to those contracts, were unanimously approved or ratified by Lion Academy's governing authority, which included Jon Henderson, Anthony Hendking, Carlena Williams, and Trilana Bowling. Apx., Vol. 3, pp. 411-412, 414-416, 417-421, 425-427, 428-430, 433-435; Vol. 4, pp. 453-454, 467.

118. The AOS found that Lion Academy paid Latter \$383,553 in violation of R.C. 2921.42 during that school year. Apx., Vol. 5, pp. 771-772.
119. Romey Coles, Sheryse Henderson, Jon Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, and Edward Dudley each violated R.C. 2921.42(A)(1) and (3) with regard to Lion Academy's contracts with Latter during the 2009-2010 school year, as described in paragraph 116 above, because they used their authority and influence at Lion Academy to secure the contracts and payments pursuant to those contracts, and:
- a. Romey Coles, a member of his family (Rosina Coles), and his business associates in Latter and Lion Church (Rosina Coles, Jon Henderson and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - b. Sheryse Henderson, a member of her family (Jon Henderson), and her business associates in Latter and Lion Church (Romey Coles, Rosina Coles, and Jon Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - c. Jon Henderson, a member of his family (Sheryse Henderson), and his business associates in Lion Church (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - d. Anthony Hendking and his business associates in Latter and Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - e. A member of Carlena Williams' family (Anthony Hendking) and her business associates in Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - f. Business associates of Trilana Bowling in Lion Church (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - g. Business associates of Edward Dudley in Lion Academy (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.

120. Romey Coles, Rosina Coles, Jon Henderson, Chester Starks, Anthony Hendking, and Sheryse Henderson also violated R.C. 2921.42(A)(4) with regard to Lion Academy's contracts with Latter during the 2009-2010 school year because they had interests in those contracts due to their interests and involvement in Latter.
121. During the 2010-2011 school year (fiscal year 2011), Romey Coles, Sheryse Henderson, and Chester Starks were officers and/or employees of Lion Academy. Certified copies of the minutes of Lion Academy's governing authority meetings reported that during that school year, Jon Henderson, Anthony Hendking, Carlena Williams and Trilana Bowling were on Lion Academy's governing authority. Edward Dudley was Lion Academy's fiscal officer. Romey Coles, Rosina Coles, Sheryse Henderson, Trilana Bowling, and Edward Dudley had authority to disburse funds from Lion Academy's bank accounts. Romey Coles, Trilana Bowling, and Anthony Hendking signed contracts on behalf of Lion Academy. Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Chester Starks, and Edward Dudley were therefore officers, employees, or agents of Lion Academy (a political subdivision) and hence were public officials, within the meaning of R.C. 2921.01(A), during that school year. Apx., Vol. 1, p. 28; Vol. 3, p. 277; Vol. 4, pp. 438-481, 547-550; Vol. 5, pp. 574; Vol. 6, pp. 977-982, 993; Vol. 9, pp. 1167.
122. During the 2010-2011 school year, Lion Academy had several contracts with Latter whereby Latter agreed to provide property and/or services for Lion Academy's use, and to alter, repair, or maintain Lion Academy's public property. Those contracts were therefore public contracts within the meaning of R.C. 2921.42(I). *See e.g.* Apx., Vol. 7, pp. 1114; Vol. 8, pp. 1115-1122; Vol. 8, pp. 1151-1167.

123. The contracts referenced in paragraph 122 above, and payments pursuant to those contracts, were unanimously approved or ratified by Lion Academy's governing authority, which included Jon Henderson, Carlena Williams, Anthony Hendking, and Trilana Bowling. Apx., Vol. 4, pp. 439-440, 442-443, 445-456, 450-451, 453-454, 464.
124. The AOS found that Lion Academy paid Latter \$469,621 in violation of R.C. 2921.42 during that school year. Although all involved were given advanced notice of those findings and an opportunity to object, none except Edward Dudley did, most likely because they had already acknowledged that they would have, or actually had, unlawful interests in the contracts prompting those payments. Apx., Vol. 3, pp. 345, 348; Vol. 6, pp. 833-834; Vol. 9, pp. 1246-1287; Vol. 10, pp. 1288-1294; Vol. 12, pp. 1524, 1527, 1529, 1531; Vol. 13, pp. 1618.
125. Chester Starks, Sheryse Henderson, Jon Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, and Edward Dudley each violated R.C. 2921.42(A)(1) and (3) with regard to Lion Academy's contracts with Latter during the 2010-2011 school year, as described in paragraph 122 above, because they used their authority and influence at Lion Academy to secure the contracts and payments pursuant to those contracts, and:
- a. Chester Starks and his business associates in Latter (Romey Coles, Rosina Coles, Jon Henderson and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - b. Sheryse Henderson, a member of her family (Jon Henderson), and her business associates in Latter and Lion Church (Romey Coles, Rosina Coles, and Jon Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - c. Jon Henderson, a member of his family (Sheryse Henderson), and his business associates in Lion Church (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.



- d. Anthony Hendking and his business associates in Latter and Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - e. A member of Carlena Williams' family (Anthony Hendking) and her business associates in Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - f. Business associates of Trilana Bowling in Lion Church (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - g. Business associates of Edward Dudley in Lion Academy (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
126. Romey Coles, Rosina Coles, Jon Henderson, Chester Starks, Anthony Hendking, and Sheryse Henderson also violated R.C. 2921.42(A)(4) with regard to Lion Academy's contracts with Latter during the 2010-2011 school year, and the payments pursuant to those contracts, because they had interests in those contracts due to their interests and involvement in Latter.
127. Certified copies of the minutes of Lion Academy's governing authority meetings reported that during the 2011-2012 school year (fiscal year 2012) Anthony Hendking, Carlena Williams and Trilana Bowling were on Lion Academy's governing authority. During the 2011-2012 school year, Romey Coles, Sheryse Henderson, and Chester Starks were officers and/or employees of Lion Academy. In addition, Romey Coles, Rosina Coles, Sheryse Henderson, and Trilana Bowling had authority to disburse funds from Lion Academy's bank accounts. Romey Coles, Rosina Coles, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, and Chester Starks were therefore officers, employees, or agents of Lion Academy (a political subdivision) and hence were public officials, within the meaning of R.C. 2921.01(A), during that school year. Apx.,

Vol. 4, pp. 482-518, 547-550; Vol. 5, p. 581; Vol. 6, pp. 977-982, 997, 999; Vol. 9, pp. 1167, 1175.

128. During the 2011-2012 school year, Lion Academy had several contracts with Latter whereby Latter agreed to provide property and/or services for Lion Academy's use, and to alter, repair, or maintain Lion Academy's public property. Those contracts were therefore public contracts within the meaning of R.C. 2921.42(I). *See e.g.* Apx., Vol. 6, pp. 1000, 1003; Vol. 6, p. 1114; Vol. 8, pp. 1123-1142; Vol. 9, pp. 1158-1167, 1168-1175.
129. The contracts referenced in paragraph 128 above, and payments pursuant to those contracts, were unanimously approved or ratified by Lion Academy's governing authority, which included Anthony Hendking, Carlana Williams, and Trilana Bowling. Apx., Vol. 4, pp. 484-487, 488, 490-492, 493, 494, 497, 501, 506, 507, 508, 511-513, 515-516.
130. The AOS found that Lion Academy paid Latter \$476,524 in violation of R.C. 2921.42 during that school year. Apx., Vol. 6, pp. 920-921
131. Anthony Hendking, Carlana Williams, Trilana Bowling, and Edward Dudley each violated R.C. 2921.42(A)(1) and (3) with regard to Lion Academy's contracts with Latter during the 2011-2012 school year, as described in paragraph 128 above, because they used their authority and influence at Lion Academy to secure the contracts and payments pursuant to those contracts, and:
  - a. Anthony Hendking and his business associates in Latter and Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - b. A member of Carlana Williams' family (Anthony Hendking) and her business associates in Karl King LLC (Romey Coles, Rosina Coles, and Sheryse

Henderson) had interests in those contracts due to their interests/involvement in Latter.

- c. Business associates of Trilana Bowling in Lion Church (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - d. Business associates of Edward Dudley in Lion Academy (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
132. Romey Coles, Rosina Coles, Anthony Hendking, Chester Starks, and Trilana Bowling also violated R.C. 2921.42(A)(4) with regard to Lion Academy's contracts with Latter during the 2011-2012 school year because they had interests in those contracts due to their interests and involvement in Latter.
133. Certified copies of the minutes of Lion Academy's governing authority meetings reported that during the 2012-2013 school year Carlena Williams and Trilana Bowling were on Lion Academy's governing authority. Romey Coles, Sheryse Henderson, and Chester Starks were officers and/or employees of Lion Academy. Edward Dudley was Lion Academy's fiscal officer. Romey Coles, Rosina Coles, Sheryse Henderson, and Trilana Bowling had authority to disburse funds from Lion Academy's bank accounts. Romey Coles, Rosina Coles, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, and Chester Starks were therefore officers, employees, or agents of Lion Academy (a political subdivision) and hence were public officials, within the meaning of R.C. 2921.01(A), during that school year. Apx., Vol. 4, pp. 519-523, 547-558; Vol. 5, pp. 559-580; Vol. 6, pp. 1007.
134. During the 2012-2013 school year, Lion Academy had several contracts with Latter whereby Latter agreed to provide property and/or services for Lion Academy's use, and to alter, repair, or maintain Lion Academy's public property. Those contracts were

therefore public contracts within the meaning of R.C. 2921.42(I). *See e.g.* Apx., Vol. 7, pp. 1114; Vol. 8, pp. 1123-1142; Vol. 9, pp. 1158-1167.

135. The contracts referenced in paragraph 134 above, and payments pursuant to those contracts, were unanimously approved and ratified by Lion Academy's governing authority, which included Carlena Williams and Trilana Bowling. Apx., Vol. 4, pp. 521-522.
136. The AOS found that Lion Academy paid Latter \$250,135 in violation of R.C. 2921.42 during that school year. Apx., Vol. 6, pp. 920-921
137. Carlena Williams and Trilana Bowling each violated R.C. 2921.42(A)(1) and (3) with regard to Lion Academy's contracts with Latter during the 2012-2013 school year, as described in paragraph 134 above, because they used their authority and influence at Lion Academy to secure the contracts and payments pursuant to those contracts, and:
  - a. A member of Carlena Williams' family (Anthony Hendking) and her business associates in Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
  - b. Business associates of Trilana Bowling in Lion Church (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Latter.
138. Romey Coles, Rosina Coles, Chester Starks, and Trilana Bowling also violated R.C. 2921.42(A)(4) with regard to Lion Academy's contracts with Latter during the 2012-2013 school year, and the payments pursuant to those contracts, because they had interests in those contracts due to their interests and involvement in Latter.
139. Lion Academy's contracts with Latter are therefore void pursuant to R.C. 2921.42(H), and the \$2,072,471, paid to Latter by Lion Academy should be returned to Lion

Academy, together with costs, interest, and attorneys' fees, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

**Contracts with the Church of the Lion of Judah.**

140. Plaintiffs hereby restate the matters alleged in paragraphs 1 through 139 above as if they were fully rewritten here.
141. Lion Church filed its articles of incorporation on May 15, 2002. Those articles reported that Lion Church was a non-profit corporation formed under R.C. Chapter 1702. Romey Coles was its incorporator. Its initial directors were Romey Coles, Rosina Coles, and Sheryse Henderson. Apx., Vol. 10, pp. 1298-1284.
142. On December 24, 2007, Lion Church filed a corporate reinstatement. Romey Coles certified that he had the requisite authority to execute the document on behalf of Lion Church. Apx., Vol. 10, pp. 1294-1295.
143. In February of 2008, Jon Henderson and Trilana Bowling represented that they were trustees of Lion Church. Apx., Vol. 10, p. 1312.
144. On March 27, 2013, Lion Church filed a corporate reinstatement. Romey Coles certified that he had the requisite authority to execute the document on behalf of Lion Church. Apx., Vol. 10, pp. 1296-1297.
145. On March 27, 2013, Lion Church filed a notice that Romey Coles, its statutory agent, had changed his address. Romey Coles certified that he had the requisite authority to execute the document on behalf of Lion Church. Apx., Vol. 10, pp. 1298-1299.
146. As of the February 27, 2015, the Secretary of State's website listed Lion Church as an active corporation and Romey Coles, Rosina Coles and Sheryse Henderson as Lion Church's incorporators. Apx., Vol. 10, p. 1302.

147. Romey Coles, Rosina Coles, Sheryse Henderson, and Trilana Bowling shared access to Lion Church's bank accounts.
148. Plaintiffs incorporate by reference the matters alleged in paragraph 103 above.
149. During the 2007-2008 school year, Lion Academy had contracts with Lion Church whereby Lion Church agreed to provide property and/or services for Lion Academy's use. Those contracts were therefore public contracts within the meaning of R.C. 2921.42(I). *See e.g.* Apx., Vol. 10, pp. 1308-1312.
150. The contracts referenced in paragraph 149 above, and payments pursuant to those contracts, were unanimously approved and ratified by Lion Academy's governing Authority, which included Rosina Coles, Jon Henderson, Anthony Hendking, Carlena Williams, and Trilana Bowling. Apx., Vol. 3, pp. 365-366, 377-378; Apx., Vol. 4, pp. 453-454, 467, 484-487, 488.
151. The AOS found that Lion Academy paid Lion Church \$23,100 in violation of R.C. 2921.42 during the 2007-2008 school year. Apx., Vol. 5, pp. 719-720.
152. Rosina Coles, Sheryse Henderson, Jon Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, and Carl Shye each violated R.C. 2921.42(A)(1) and (3) with regard to Lion Academy's contracts with Lion Church during the 2007-2008 school year, as described in paragraph 149 above, because they used their authority and influence at Lion Academy to secure the contracts and payments pursuant to those contracts, and:
  - a. Rosina Coles, a member of her family (Romey Coles), and her business associates from Latter, Lion Church, and Karl King LLC (Romey Coles, Sheryse Henderson, and Jon Henderson) had interests in those contracts due to their interests/involvements in Lion Church.
  - b. Sheryse Henderson, a member of her family (Jon Henderson) and her business associates in Latter and Lion Church (Romey Coles, Rosina Coles, and Jon Henderson) had interests in those contracts due to their interests/involvement in Lion Church.

- c. Jon Henderson, a member of his family (Sheryse Henderson), and his business associates in Lion Church (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - d. Business associates of Anthony Hendking in Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - e. Business associates of Carlena Williams in Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - f. Business associates of Trilana Bowling in Lion Church (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - g. Business associates of Carl Shye in Lion Academy (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
153. Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, and Trilana Bowling also violated R.C. 2921.42(A)(4) with regard to Lion Academy's contracts with Lion Church during the 2007-2008 school year because they had interests in those contracts due to their interests and involvement in Lion Church.
154. Plaintiffs incorporate by reference the matters alleged in paragraph 109 above.
155. During the 2008-2009 school year, Lion Academy had contracts with Lion Church whereby Lion Church agreed to provide property and/or services for Lion Academy's use. Those contracts were therefore public contracts within the meaning of R.C. 2921.42(I). *See e.g.* Apx., Vol. 10, pp. 1308-1312.
156. The contracts referenced in paragraph 155 above, and payments pursuant to those contracts, were unanimously approved and ratified by Lion Academy's governing authority, which included Jon Henderson, Anthony Hendking, Carlena Williams, and Trilana Bowling. Apx., Vol. 4, pp. 453-4, 467, 484-487, 488.

157. The AOS found that Lion Academy paid Lion Church \$126,725 in violation of R.C. 2921.42 during the 2008-2009 school year. Apx., Vol. 5, pp. 719-720.
158. Sheryse Henderson, Jon Henderson, Anthony Hendking, Carlena Williams Trilana Bowling and Carl Shye, each violated R.C. 2921.42(A)(1) and (3) with regard to Lion Academy's contracts with Lion Church during the 2008-2009 school year, as described in paragraph 155 above, because they used their authority and influence at Lion Academy to secure the contracts and payments pursuant to those contracts, and:
- a. Sheryse Henderson, a member of her family (Jon Henderson), and her business associates in Latter and Lion Church (Romey Coles, Rosina Coles, and Jon Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - b. Jon Henderson, a member of his family (Sheryse Henderson), and his business associates in Lion Church (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - c. Business associates of Anthony Hendking in Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - d. Business associates of Carlena Williams in Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - e. Business associates of Trilana Bowling in Lion Church (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - f. Business associates of Carl Shye in Lion Academy (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
159. Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, and Trilana Bowling also violated R.C. 2921.42(A)(4) with regard to Lion Academy's contracts with Lion Church during the 2008-2009 school year because they had interests in those contracts due to their interests and involvement in Lion Church.



160. Plaintiffs incorporate by reference the matters alleged in paragraph 115 above.
161. During the 2009-2010 school year, Lion Academy had contracts with Lion Church whereby Lion Church agreed to provide property and/or services for Lion Academy's use. Those contracts were therefore public contracts within the meaning of R.C. 2921.42(I). *See e.g.* Apx., Vol. 10, pp. 1308-1312.
162. The contracts referenced in paragraph 161 above, and payments pursuant to those contracts, were unanimously approved and ratified by Lion Academy's governing authority, which included Jon Henderson, Anthony Hendking, Carlena Williams and Trilana Bowling. Apx., Vol. 3, pp. 417-21, 422-424, 425-427, 428-430, 433-435; Apx., Vol. 4, pp. 453-454, 467, 484-487, 488.
163. The AOS found that Lion Academy paid Lion Church \$6,435 in violation of R.C. 2921.42 during the 2009-2010 school year. Apx., Vol. 5, pp. 773-774.
164. Sheryse Henderson, Jon Henderson, Anthony Hendking, Carlena Williams Trilana Bowling and Edward Dudley, each violated R.C. 2921.42(A)(1) and (3) with regard to Lion Academy's contracts with Lion Church during the 2009-2010 school year, as described in paragraph 161 above, because they used their authority and influence at Lion Academy to secure the contracts and payments pursuant to those contracts, and:
- a. Sheryse Henderson, a member of her family (Jon Henderson), and her business associates in Latter and Lion Church (Romey Coles, Rosina Coles, and Jon Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - b. Jon Henderson, a member of his family (Sheryse Henderson), and his business associates in Lion Church (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - c. Business associates of Anthony Hendking in Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.

- d. Business associates of Carlena Williams in Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - e. Business associates of Trilana Bowling in Lion Church (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - f. Business associates of Edward Dudley in Lion Academy (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
165. Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, and Trilana Bowling also violated R.C. 2921.42(A)(4) with regard to Lion Academy's contracts with Lion Church during the 2009-2010 school year because they had interests in those contracts due to their interests and involvement in Lion Church.
166. Plaintiffs incorporate by reference the matters alleged in paragraph 121 above.
167. During the 2010-2011 school year, Lion Academy had contracts with Lion Church whereby Lion Church agreed to provide property and/or services for Lion Academy's use. Those contracts were therefore public contracts within the meaning of R.C. 2921.42(I). *See e.g.* Apx., Vol. 10, pp. 1308-1312.
168. The contracts referenced in paragraph 167 above, and payments pursuant to those contracts, were unanimously approved and ratified by Lion Academy's governing Authority, which included Anthony Hendking, Jon Henderson, and Trilana Bowling. Apx., Vol. 4, pp. 439-440, 484-487, 488
169. The AOS found that Lion Academy paid Lion Church \$5,000 in violation of R.C. 2921.42 during the 2010-2011 school year. Apx., Vol. 6, pp. 836-837.
170. Although all involved were given advance notice of that finding and an opportunity to object, none except Edward Dudley did, most likely because they had already acknowledged that they would have, or actually had, unlawful interests in the contracts

prompting those payments. Apx., Vol. 3, pp. 305, 309, 345, 347; Vol. 10, pp. 1355-1359; Vol. 12, pp. 1524, 1527, 1529, 1531, Vol. 13, p. 1618.

171. Sheryse Henderson, Jon Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling and Edward Dudley each violated R.C. 2921.42(A)(1) and (3) with regard to Lion Academy's contracts with Lion Church during the 2010-2011 school year, as described in paragraph 167 above, because they used their authority and influence at Lion Academy to secure the contracts and payments pursuant to those contracts, and:
- a. Sheryse Henderson, a member of her family (Jon Henderson), and her business associates in Latter and Lion Church (Romey Coles, Rosina Coles, and Jon Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - b. Jon Henderson, a member of his family (Sheryse Henderson), and his business associates in Lion Church (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - c. Anthony Hendking's business associates in Latter, and Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - d. Business associates of Anthony Hendking in Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - e. Business associates of Carlena Williams in Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - f. Business associates of Trilana Bowling in Lion Church (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - g. Business associates of Carl Shye in Lion Academy (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
172. Romey Coles, Jon Henderson, Sheryse Henderson, and Trilana Bowling also violated R.C. 2921.42(A)(4) with regard to Lion Academy's contracts with Lion Church during

the 2010-2011 school year because they had interests in those contracts due to their interests and involvement in Lion Church.

173. Plaintiffs incorporate by reference the matters alleged in paragraph 127 above.
174. During the 2011-2012 school year, Lion Academy had contracts with Lion Church whereby Lion Church agreed to provide property and/or services for Lion Academy's use. Those contracts were therefore public contracts within the meaning of R.C. 2921.42(I). *See e.g.* Apx., Vol. 10, pp. 1308-1312.
175. The AOS found that Lion Academy paid Lion Church \$1,517 in violation of R.C. 2921.42 during the 2011-2012 school year. Apx., Vol. 6, p. 920.
176. Carlena Williams, Trilana Bowling and Edward Dudley each violated R.C. 2921.42(A)(1) and (3) with regard to Lion Academy's contracts with Lion Church during the 2011-2012 school year, as described in paragraph 173 above, because they used their authority and influence at Lion Academy to secure the contracts and payments pursuant to those contracts, and:
  - a. Business associates of Carlena Williams in Karl King LLC (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - b. Business associates of Trilana Bowling in Lion Church (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
  - c. Business associates of Edward Dudley in Lion Academy (Romey Coles, Rosina Coles, and Sheryse Henderson) had interests in those contracts due to their interests/involvement in Lion Church.
177. Romey Coles, Jon Henderson, Sheryse Henderson, and Trilana Bowling also violated R.C. 2921.42(A)(4) with regard to Lion Academy's contracts with Lion Church during the 2011-2012 school year because they had interests in those contracts due to their interests and involvement in Lion Church.

178. Lion Academy's contracts with Lion Church are therefore void pursuant to R.C. 2921.42(H), and the \$162,777, paid to Lion Church by Lion Academy should be returned to Lion Academy, together with costs, interest and attorneys' fees, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

**Contracts with Karl King LLC.**

179. Plaintiffs hereby restate the matters alleged in paragraphs 1 through 178 above as if they were fully rewritten here.

180. Karl King LLC filed its articles of incorporation on June 8, 2007. Those articles reported that Karl King LLC was formed under R.C. Chapter 1705. They identified Carlena Williams as Karl King LLC's statutory agent. Carlena Williams authenticated the articles as an authorized representative of Karl King LLC. Apx., Vol. 10, pp. 1360-1363.

181. As of February 27, 2015, the Secretary of State's website identified as Karl King LLC as a corporation in good standing and Carlena Williams as its incorporator. Apx., Vol. 10, pp. 1364.

182. Carlena Williams was, at all relevant times, married to Anthony Hendking. She also represented herself as president of Karl King, LLC. Apx., Vol. 10, p. 1366.

183. Anthony Hendking signed various contracts on behalf of Karl King LLC. He also endorsed and wrote checks on behalf of Karl King LLC. Apx., Vol. 10, pp. 1383, 1386, 1388, 1390.

184. Romey Coles, Rosina Coles, Carlena Williams, Anthony Hendking, and Sheryse Henderson had authority to disburse funds from Karl King LLC's bank accounts. Apx., Vol. 10, p. 1365.

185. Plaintiffs incorporate by reference the matters alleged in paragraph 103 above.

186. During the 2007-2008 school year, Lion Academy had contracts with Karl King LLC whereby Karl King LLC agreed to provide property and/or services for Lion Academy's

use, and to alter, repair, or maintain Lion Academy's public property. Those contracts were therefore public contracts within the meaning of R.C. 2921.42(I). *See e.g.* Apx., Vol. 10, pp. 1383, 1388.

187. The contracts referred to in paragraph 186 above were unanimously approved and ratified by Lion Academy's governing authority, which included Rosina Coles, Jon Henderson, Anthony Hendking, and Carlena Williams. Apx., Vol. 3, pp. 340-341, 356-357, 377-378; Apx., Vol. 4, pp. 453-454, 467, 484-487, 488.
188. The AOS found that Lion Academy paid Karl King LLC \$34,017 in violation of R.C. 2921.42 during the 2007-2008 school year. Apx., Vol. 5, pp. 712-714.
189. Rosina Coles, Jon Henderson, Anthony Hendking, and Carlena Williams each violated R.C. 2921.42(A)(1) and (3) with regard to Lion Academy's contracts with Karl King LLC during the 2007-2008 school year, as described in paragraph 186 above, because they used their authority and influence at Lion Academy to secure the contracts and payments pursuant to those contracts, and:
  - a. Rosina Coles, a member of her family (Romey Coles), and her business associates in Latter, Lion Church, and Karl King, LLC (Romey Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking) had interests in those contracts due to their interests/involvement in Karl King, LLC.
  - b. A member of Jon Henderson's family (Sheryse Henderson) and his business associates in Latter and Lion Church (Romey Coles, Rosina Coles, Sheryse Henderson, Anthony Hendking) had interests in those contracts due to their interests/involvement in Karl King, LLC.
  - c. Anthony Hendking, a member of his family (Carlena Williams), and his business associates from Latter and Karl King LLC (Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, and Carlena Williams) had interests in those contracts due to their interests and involvement in Karl King.
  - d. Carlena Williams, a member of her family (Anthony Hendking), and her business associates from Latter and Karl King LLC (Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, and Anthony Hendking) had interests in those contracts due to their interests and involvement in Karl King, LLC.

190. Romey Coles, Rosina Coles, Anthony Hendking, and Carlena Williams also violated R.C. 2921.42(A)(4) with regard to Lion Academy's contracts with Karl King LLC during the 2007-2008 school year because they had interests in those contracts due to their interests and involvement in Karl King LLC.
191. Plaintiffs incorporate by reference the matters alleged in paragraph 109.
192. During the 2008-2009 school year Lion Academy had contracts with Karl King LLC whereby Karl King LLC agreed to provide property and/or services for Lion Academy's use, and to alter, repair, or maintain Lion Academy's public property. Those contracts were therefore public contracts within the meaning of R.C. 2921.42(I). *See e.g.* Apx., Vol. 10, p. 1393.
193. The contracts referred to in paragraph 192 above, and payments pursuant to those contracts, were unanimously approved and ratified by Lion Academy's governing authority, which included Jon Henderson, Anthony Hendking, and Carlena Williams. Apx., Vol. 3, pp. 408-409; Apx., Vol. 4, pp. 453-454, 467, 484-487, 488.
194. The AOS found that Lion Academy paid Karl King LLC \$3,000 in violation of R.C. 2921.42 during the 2007-2008 school year. Apx., Vol. 5, pp. 712-714.
195. Jon Henderson, Anthony Hendking, and Carlena Williams each violated R.C. 2921.42(A)(1) and (3) with regard to Lion Academy's contracts with Karl King LLC during the 2008-2009 school year, as described in paragraph 192 above, because they used their authority and influence at Lion Academy to secure the contracts and payments pursuant to those contracts, and:
  - a. A member of Jon Henderson's family (Sheryse Henderson), and his business associates in Latter and Lion Church (Romey Coles, Rosina Coles, Sheryse Henderson, Anthony Hendking) had interests in those contracts due to their interests/involvement in Karl King, LLC.

- b. Anthony Hendking, a member of his family (Carlena Williams), and his business associates from Latter and Karl King LLC (Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, and Carlena Williams) had interests in those contracts due to their interests and involvement in Karl King.
  - c. Carlena Williams, a member of her family (Anthony Hendking), and her business associates from Latter and Karl King LLC (Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, and Anthony Hendking) had interests in those contracts due to their interests and involvement in Karl King, LLC.
196. Romey Coles, Rosina Coles, Anthony Hendking, and Carlena Williams also violated R.C. 2921.42(A)(4) with regard to Lion Academy's contracts with Karl King LLC during the 2008-2009 school year because they had interests in those contracts due to their interests and involvement in Karl King LLC.
197. Plaintiffs incorporate by reference the matters alleged in paragraph 121 above.
198. During the 2011-2012 school year, Lion Academy had contracts with Karl King LLC whereby Karl King LLC agreed to provide property and/or services for Lion Academy's use, and to alter, repair, or maintain Lion Academy's public property. Those contracts were therefore public contracts within the meaning of R.C. 2921.42(I). *See e.g.* Apx., Vol. 6, pp. 1000; Apx., Vol. 10, pp. 1395-1396.
199. The contracts referred to in paragraph 198 above, and payments pursuant to those contracts, were unanimously approved and ratified by Lion Academy's governing authority, which included Jon Henderson, Anthony Hendking, and Carlena Williams. Apx., Vol. 4, pp. 484-488, 490-492, 511-512, 515.
200. The AOS found that Lion Academy paid Karl King LLC \$956 in violation of R.C. 2921.42 during the 2011-2012 school year. Apx., Vol. 6, p. 920.
201. Anthony Hendking and Carlena Williams each violated R.C. 2921.42(A)(1) and (3) with regard to Lion Academy's contracts with Karl King LLC during the 2011-2012 school year, as described in paragraph 198 above, because they used their authority and



influence at Lion Academy to secure the contracts and payments pursuant to those contracts, and:

- a. Anthony Hendking, a member of his family (Carlena Williams), and his business associates from Latter and Karl King LLC (Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, and Carlena Williams) had interests in those contracts due to their interests and involvement in Karl King.
  - b. Carlena Williams, a member of her family (Anthony Hendking), and her business associates from Latter and Karl King LLC (Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, and Anthony Hendking) had interests in those contracts due to their interests and involvement in Karl King, LLC.
202. Romey Coles, Rosina Coles, Anthony Hendking and Carlena Williams also violated R.C. 2921.42(A)(4) with regard to Lion Academy's contracts with Karl King LLC during the 2008-2009 school year because they had interests in those contracts due to their interests and involvement in Karl King LLC.
203. Lion Academy's contracts with Lion Church are therefore void pursuant to R.C. 2921.42(H), and the \$37,973 paid to Karl King LLC by Lion Academy should be returned to Lion Academy, together with costs, interest and attorneys' fees, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

**Contracts with Anew Educational Services, LLC.**

204. Plaintiffs hereby restate the matters alleged in paragraphs 1 through 203 above as if they were fully rewritten here.
205. Anew Educational Services, LLC ("Anew") filed its articles of incorporation on July 24, 2007. Those articles reported that Anew was organized under R.C. Chapter 1705. They identified Chester Starks as Anew's statutory agent. Chester Starks authenticated the articles as an authorized representative of Anew. Apx., Vol. 10, pp. 1400-1403.

206. As of February 27, 2015, the Secretary of State's website identified Anew as a corporation in good standing and Chester Starks as Anew's incorporator. Apx., Vol. 10, p. 1407.
207. During the 2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012, and 2012-2013 school years, Chester Starks was an officer of Lion Academy as its assistant superintendent. Apx., Vol. 3, pp. 350-351, 353, 377, 394-395, 414-415, 417-421, 422-424, 431; Vol. 4, pp. 442-443, 484-485, 490-492, 511, 515, 521; Vol. 6, pp. 977-982, 999, 1007.
208. During the 2007-2008, 2008-2009, 2009-2010, and 2010-2011 school years, Lion Academy had contracts with Anew whereby Anew agreed to provide property and/or services for Lion Academy's use, and to alter, repair, or maintain Lion Academy's public property. Those contracts were therefore public contracts within the meaning of R.C. 2921.42(I). *See e.g.* Apx., Vol. 11, pp. 1411-1422, 1429.
209. The AOS found that Lion Academy paid Anew \$2,571 in violation of R.C. 2921.42 during the 2007-2008 school year. Apx., Vol. 5, pp. 711-712.
210. The AOS found that Lion Academy paid Anew \$20,060 in violation of R.C. 2921.42 during the 2008-2009 school year. Apx., Vol. 5, pp. 711-712.
211. The AOS found that Lion Academy paid Anew \$6,160 in violation of R.C. 2921.42 during the 2009-2010 school year. Apx., Vol. 5, pp. 775-776.
212. Chester Starks violated R.C. 2921.42(A)(4) with regard to Lion Academy's contracts with Anew in that he had an interest in the contracts because of his ownership of /involvement in Anew.

213. Lion Academy's contracts with Lion Church are therefore void pursuant to R.C. 2921.42(H), and the \$28,791 paid to Latter by Lion Academy should be returned to Lion Academy, together with costs, interest and attorneys' fees, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

**C. PUBLIC OFFICIAL STRICT LIABILITY (R.C. 9.39).**

214. Plaintiffs hereby restate the matters alleged in paragraphs 1 through 213 above as if they were fully rewritten here.

215. Lion Academy was a community school during the 2006-2007, 2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012, and 2012-2013 school years. It was therefore a public office within the meaning of R.C. 9.38(A), R.C. 9.39, and R. C. 117.01(D).

216. Romey Coles was on Lion Academy's governing authority, he was its superintendent, he was its executive director, he signed contracts on Lion Academy's behalf, and he had authority to disburse funds from Lion Academy's bank accounts. He was therefore an officer, employee, and/or duly authorized representative or agent of Lion Academy, and hence a public official within the meaning of R.C. 9.38(A), R.C. 9.39, and R. C. 117.01(E). Apx., Vol. 3, pp. 292-435; Vol. 4, pp. 436-523; Apx., Vol. 4, pp. 524, 530, 547-550, 551; Apx., Vol. 5, pp. 567, 574, 581; Apx., Vol. 6, pp. 967, 970, 974, 993; Apx., Vol. 8, pp. 1142; Apx., Vol. 11, pp. 1414, 1420, 1446.

217. Rosina Coles was on Lion Academy's governing Authority, she was its president, she signed contracts on Lion Academy's behalf, and she had authority to disburse funds from Lion Academy's bank accounts. She was therefore an officer, employee, and/or duly authorized representative or agent of Lion Academy, and hence a public official within the meaning of R.C. 9.38(A), R.C. 9.39, and R. C. 117.01(E). Apx., Vol. 3, pp. 292-378; Apx., Vol. 4, pp. 547-550; Apx., Vol. 7, p. 1114; Apx., Vol. 10, pp.1383, 1388.

218. Sheryse Henderson was Lion Academy's secretary/business manager and she had authority to disburse funds from Lion Academy's bank accounts. She was therefore an officer, employee, and/or duly authorized representative or agent of Lion Academy, and hence a public official within the meaning of R.C. 9.38(A), R.C. 9.39, and R. C. 117.01(E). Apx., Vol. 3, pp. 292-409; Apx., Vol. 4, pp. 547-550.
219. Trilana Bowling was on Lion Academy's governing authority, she was its treasurer, and she had authority to disburse funds from Lion Academy's bank accounts. She was therefore an officer, employee, and/or duly authorized representative or agent of Lion Academy, and hence a public official within the meaning of R.C. 9.38(A), R.C. 9.39, and R. C. 117.01(E). Apx., Vol. 3, pp. 292-523; Apx., Vol. 4, pp. 547-550; Apx., Vol. 6, p. 997; Apx., Vol. 9, pp. 1165, 1167.
220. Carl Shye was a duly authorized representative or agent of Lion Academy and had authority to disburse funds from Lion Academy's bank accounts during the 2007-2008 and 2008-2009 school years and hence was a public official within the meaning of R.C. 9.38(A), R.C. 9.39, and R. C. 117.01(E) during those school years. Apx., Vol. 4, p. 548.
221. Edward Dudley was a duly authorized representative or agent of Lion Academy and had authority to disburse funds from Lion Academy's bank accounts during the 2009-2010 and 2010-2011 school years and hence was a public official within the meaning of R.C. 9.38(A), R.C. 9.39, and R. C. 117.01(E) during those school years. Apx., Vol. 4, p. 549.
222. Romey Coles, Rosina Coles, Sheryse Henderson, Trilana Bowling, Carl Shye, and Edward Dudley are strictly liable for all improper payments of those funds while they were public officials, to wit:
- a. Romey Coles, Rosina Coles, Sheryse Henderson, Trilana Bowling, and Carl Shye are jointly and severally liable to Lion Academy and ODE, in the amount of

\$820,874 on all findings for recovery made in connection with Lion Academy with regard to fiscal years 2008, and 2009 (the 2007-2008, and 2008-2009 school years), plus costs, interest, and attorney fees, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584; and

- b. Romey Coles, Rosina Coles, Sheryse Henderson, Trilana Bowling, and Edward Dudley are jointly and severally liable to Lion Academy and ODE, in the amount of \$1,046,359 on all findings for recovery made in connection with Lion Academy with regard to fiscal years 2010 and 2011 (the 2009-2010 and 2010-2011 school years), plus costs, interest, and attorney fees, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584; and
- c. Romey Coles, Rosina Coles, Sheryse Henderson, and Trilana Bowling are jointly and severally liable Lion Academy and ODE, in the amount of \$729,132 on all findings for recovery made in connection with Lion Academy with regard to fiscal years 2012 and 2013 (the 2011-2012 and 2012-2013 school years), plus costs, interest, and attorney fees, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

**D. OHIO CORRUPT PRACTICES ACT (R.C. 2923.34)**

**Corrupt practices involving Latter Enterprises: claims against Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Chester Starks, Carl Shye, and Edward Dudley.**

- 223. Plaintiffs hereby restate the matters alleged in paragraphs 1 through 222 above as if they were fully rewritten here.
- 224. Lion Academy was an enterprise within the meaning of R.C. 2923.31(C). That status had at least three independently sufficient bases. First, it was a corporation. Second, as a community school it was a government agency and a legal entity. Third, it was a group of persons associated in fact with a common purpose: to operate a school.
- 225. Lion Academy was also a person within the meaning of R.C. 2923.31(G) and R.C. 1.59(C) because it was a corporation.
- 226. Latter was an enterprise within the meaning of R.C. 2923.31(C) in at least two independently sufficient respects. First, it was a corporation or group of corporations.

Second, it was a group of persons associated in fact with a common purpose: to do business with a school.

227. Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Chester Starks, Carl Shye, and Edward Dudley are each individuals and hence persons within the meaning of R.C. 2923.31(G).
228. Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Chester Starks, Carl Shye, and Edward Dudley each participated in a pattern of corrupt activity, and conspired with each other to participate in a pattern of corrupt activity, within the meaning of R.C. 2923.31(E) and (I)(2)(a), in that:
- a. They participated in Lion Academy and Latter entering into and performing multiple contracts that each violated R.C. 2921.42. Those were the separate contracts between Lion Academy and Latter described in paragraphs 93-139 above.
  - b. The actions referred to in the immediately preceding subparagraph were not isolated actions but were part of a pattern in that:
    - i. Each had the same purpose (to transfer Lion Academy's public funds to private entities controlled by a company controlled by insiders of Lion Academy).
    - ii. Each had similar results (Lion Academy's public funds were diverted to the use of a private entity controlled by insiders of Lion Academy).
    - iii. Each had similar participants (Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Chester Starks, Carl Shye, and Edward Dudley).
    - iv. Each had similar victims (Lion Academy, the traditional school districts Lion Academy's funding came from, and their students).
    - v. Each was committed in similar ways (Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Chester Starks, Carl Shye, and Edward Dudley used their positions with Lion Academy to approve and perform the contracts). *See* paragraphs 105-108, 111-114, 117-120, 123-126, 129-132, and 135-138 above.

- vi. Although those contracts were similar in the ways just recited, they were not a single event. Instead they were separate agreements with separate subjects and terms and were approved by separate votes of Lion Academy's governing authority at separate meetings. Further, Lion Academy's governing authority approved separate payments pursuant to those contracts via separate votes at separate meetings. *See* paragraphs 104-105, 110-111, 116-117, 122-123, 128-129, and 134-135 above.
  - c. Those actions were malicious and none of the individuals involved were competent to form, perform, or fund the contracts or the payments pursuant to the contracts by themselves. Significant actions in furtherance of that conspiracy were taken in Franklin County, including communications between conspirators and the issuance of checks and other fund transfers on behalf of Lion Academy.
229. The pattern of activity described in the immediately preceding paragraph was conducted in connection with two enterprises: Lion Academy and Latter.
230. The conduct of Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Chester Starks, Carl Shye, and Edward Dudley, described in paragraphs 223-229 above violated R.C. 2923.32(A)(1).
231. The conduct of Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Chester Starks, Carl Shye, and Edward Dudley, described in paragraphs 223-229 above also violated R.C. 2923.32(A)(3) in that they used the proceeds of the contracts violating R.C. 2921.42 described in paragraph 93-139 above in the operation of Latter.
232. Lion Academy was directly injured by the pattern of corrupt activity just alleged because it paid \$2,345,812 to Latter pursuant to contracts that were void as a matter of law under R.C. 2921.42(H).
233. R.C. 2923.34 therefore makes Romey Coles, Rosina Coles, Sheryse Henderson, Trilana Bowling, Carl Shye, and Edward Dudley liable to Lion Academy as follows:
- a. Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Chester Starks, and Carl Shye are jointly and severally liable in the amount of \$1,477,914, three times the total

amount of payments to Latter during the 2007-2008 and 2008-2009 school years that the AOS found to be in violation of R.C. 2921.42, plus costs and attorney fees, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584; and

- b. Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Chester Starks, and Edward Dudley are jointly and severally liable in the amount of \$2,559,552, three times the total amount of payments to Latter during the 2009-2010 and 2010-2011 school years that the AOS found to be in violation of R.C. 2921.42, plus costs and attorney fees, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584; and
- c. Romey Coles, Rosina Coles, Anthony Hendking, Carlena Williams, Sheryse Henderson, Chester Starks, and Trilana Bowling are jointly and severally liable in the amount of \$1,429,572, three times the total amount of payments to Latter during the 2011-2012 school year that the AOS found to be in violation of R.C. 2921.42, plus costs and attorney fees, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584; and
- d. Romey Coles, Rosina Coles, Carlena Williams, Sheryse Henderson, and Trilana Bowling are jointly and severally liable in the amount of \$750,405, three times the total amount of payments to Latter during the 2012-2013 school year that the AOS found to be in violation of R.C. 2921.42, plus costs and attorney fees.

**Corrupt Practices involving the Church of the Lion of Judah: claims against Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Carl Shye, and Edward Dudley.**

- 234. Plaintiffs hereby restate the matters alleged in paragraphs 1 through 233 above, specifically including paragraphs 224, 225, and 227, as if they were fully rewritten here.
- 235. Lion Church was an enterprise within the meaning of R.C. 2923.31(C) in at least two independently sufficient respects. First, it was a corporation. Second, it was a group of persons associated in fact with a common purpose.
- 236. Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Carl Shye, and Edward Dudley each participated in a pattern of corrupt activity, and conspired with each other to participate in a pattern of corrupt activity, within the meaning of R.C. 2923.31(E) and (I)(2)(a), in that:



- a. They participated in Lion Academy and Lion Church entering into and performing multiple contracts that each violated R.C. 2921.42. Those were the contracts between Lion Academy and Lion Church described in paragraphs 140-178 above.
  - b. The actions referred to in the immediately preceding subparagraph were not isolated actions but were part of a pattern in that:
    - i. Each had the same purpose (to transfer Lion Academy's public funds to private entities controlled by a company controlled by insiders of Lion Academy).
    - ii. Each had similar results (Lion Academy's public funds were diverted to the use of a private entity controlled by insiders of Lion Academy).
    - iii. Each had similar participants (Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Carl Shye, and Edward Dudley).
    - iv. Each had similar victims (Lion Academy, the traditional school districts Lion Academy's funds came from, and their students).
    - v. Each was committed in similar ways (as Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Carl Shye, and Edward Dudley used their positions with Lion Academy to approve and perform the contracts). *See* paragraphs 150-153, 156-159, 162-165, 168-171, and 174-177 above.
    - vi. Although those contracts were similar in the ways just discussed, they were not a single event. Instead they were separate agreements with separate subjects and terms and were approved by separate votes of Lion Academy's governing authority at separate meetings. Further, Lion Academy's governing authority approved separate payments pursuant to those contracts via separate votes at separate meetings. *See* paragraphs 149-150, 155-156, 161-162, 167-168, and 173-174 above.
  - c. Those actions were malicious and none of the individuals involved were competent to form, perform, or fund the contracts or the payments pursuant to the contracts by themselves. Significant actions in furtherance of that conspiracy were taken in Franklin County, including communications between conspirators and the issuance of checks and other fund transfers on behalf of Lion Academy.
237. The pattern of activity described in the immediately preceding paragraph was conducted in connection with two enterprises: Lion Academy and Lion Church.

238. The conduct of Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlana Williams, Trilana Bowling, Carl Shye, and Edward Dudley described in paragraphs 234-237 above violated R.C. 2923.32(A)(1).
239. The conduct of Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlana Williams, Trilana Bowling, Carl Shye, and Edward Dudley described in paragraphs 234-237 above also violated R.C. 2923.32(A)(3) in that they used the proceeds of the contracts violating R.C. 2921.42 described in paragraph 140-178 above in the operation of Lion Church.
240. Lion Academy was directly injured by the pattern of corrupt activity just alleged because it paid \$162,687 to Lion Church pursuant to contracts that were void as a matter of law under R.C. 2921.42(H).
241. R.C. 2923.34 therefore makes Romey Coles, Rosina Coles, Sheryse Henderson, Trilana Bowling, Carl Shye, and Edward Dudley liable to Lion Academy as follows:
- a. Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlana Williams, Trilana Bowling, and Carl Shye are jointly and severally liable in the amount of \$449,475, three times the total amount of payments to Lion Church during the 2007-2008 and 2008-2009 school years that the AOS found to be in violation of R.C. 2921.42, plus attorney costs and attorney fees, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584; and
  - b. Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlana Williams, Trilana Bowling, and Edward Dudley are jointly and severally liable in the amount of \$34,305, three times the total amount of payments to Lion Church during the 2009-2010 and 2010-2011 school years that the AOS found to be in violation of R.C. 2921.42, plus attorney costs and attorney fees, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584; and
  - c. Romey Coles, Rosina Coles, Anthony Hendking, Carlana Williams, and Trilana Bowling are jointly and severally liable in the amount of \$4,551, three times the total amount of payments to Lion Church during the 2011-2012 school year the AOS found to be in violation of R.C. 2921.42, plus attorney costs and attorney

fees, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

**Corrupt Practices involving Karl King, LLC: claims against Rosina Coles, Carlena Williams, Anthony Hendking, and Carl Shye.**

242. Plaintiffs hereby restate the matters alleged in paragraphs 1 through 241 above, specifically including paragraphs 224, 225, and 227, as if they were fully rewritten here.
243. Karl King LLC was an enterprise within the meaning of R.C. 2923.31(C) in at least two independently sufficient respects. First, it was a corporation. Second, it was a group of persons associated in fact with a common purpose: doing business with a school.
244. Rosina Coles, Jon Henderson, Carlena Williams, Anthony Hendking, and Carl Shye each participated in a pattern of corrupt activity, and conspired with each other to participate in a pattern of corrupt activity, within the meaning of R.C. 2923.31(E) and (I)(2)(a), in that:
- a. They participated in Lion Academy and Karl King LLC entering into and performing multiple contracts that each violated R.C.2921.42. Those were the separate contracts between Lion Academy and Karl King LLC described in paragraphs 179-203 above.
  - b. The actions referred to in the immediately preceding subparagraph were not isolated actions but were part of a pattern in that:
    - i. Each had the same purpose (to transfer Lion Academy's public funds to private entities controlled by a company controlled by insiders of Lion Academy).
    - ii. Each had similar results (Lion Academy's public funds were diverted to the use of a private entity controlled by insiders of Lion Academy).
    - iii. Each had similar participants (Rosina Coles, Jon Henderson, Carlena Williams, Anthony Hendking, and Carl Shye).
    - iv. Each had similar victims (Lion Academy, the traditional school districts Lion Academy's funds came from, and their students).
    - v. Each were committed in similar ways (Rosina Coles, Jon Henderson, Carlena Williams, Anthony Hendking, and Carl Shye used their positions

with Lion Academy to approve and perform the contracts). *See* paragraphs 187-190, 193-196, and 199-202 above.

- vi. Although those contracts were similar in the ways just discussed they were not a single event. Instead they were separate agreements with separate subjects and terms and were approved by separate votes of Lion Academy's governing authority at separate meetings. Further, Lion Academy's governing authority approved separate payments pursuant to those contracts via separate votes at separate meetings. *See* paragraphs 186-187, 192-193, 198-199 above.
  - c. Those actions were malicious and none of the individuals involved were competent to form, perform, or fund the contracts or the payments pursuant to the contracts by themselves. Significant actions in furtherance of that conspiracy were taken in Franklin County, including communications between conspirators and the issuance of checks and other fund transfers on behalf of Lion Academy.
245. The pattern of activity described in the immediately preceding paragraph was conducted in connection with two enterprises: Lion Academy and Karl King LLC.
246. The conduct of Rosina Coles, Jon Henderson, Carlena Williams, Anthony Hendking, and Carl Shye, described in paragraphs 242-245 above violated R.C. 2923.32(A)(1).
247. The conduct of Rosina Coles, Jon Henderson, Carlena Williams, Anthony Hendking, and Carl Shye, described in paragraphs 242-245 above also violated R.C. 2923.32(A)(3) in that they used the proceeds of the contracts violating R.C. 2921.42 described in paragraph 179-203 above in the operation of Karl King LLC.
248. Lion Academy was directly injured by the pattern of corrupt activity just alleged because it paid \$37,973 to Karl King LLC pursuant to contracts that were void as a matter of law under R.C. 2921.42(H).
249. R.C. 2923.34 therefore makes Rosina Coles, Jon Henderson, Carlena Williams, Anthony Hendking, and Carl Shye liable to Lion Academy in the amount of \$113,919.00, three times the total amount the AOS found was paid to Karl King, LLC in violation of R.C. 2921.42, , plus attorney costs and attorney fees.

**E. ACCOUNTINGS AND RECOVERY OF COMPENSATION FROM FIDUCIARIES.**

**Romey Coles.**

250. Plaintiffs hereby restate the matters alleged in paragraphs 1 through 249 above as if they were fully rewritten here.
251. Romey Coles was a fiduciary to Lion Academy for several independently sufficient reasons, including:
- a. He was an incorporator, director, and officer of Lion Academy's R.C. Chapter 1702 corporation.
  - b. His status as a public official of Lion Academy.
  - c. His status as Lion Academy's superintendent.
252. As fiduciary to Lion Academy, Romey Coles had an absolute duty of loyalty to the school.
253. Romey Coles violated that duty by engaging in a pattern of self-dealing where he would cause or facilitate Lion Academy doing business with other corporations he had interests in or control over, as described in paragraphs 93-213 above.
254. Because of those violations of his fiduciary duty of loyalty, Lion Academy is entitled to the recovery of all compensation paid Romey Coles during the period of time that he was in violation of his fiduciary duties.

**Rosina Coles**

255. Plaintiffs hereby restate the matters alleged in paragraphs 1 through 254 above as if they were fully rewritten here.
256. Rosina Coles was a fiduciary to Lion Academy for several independently sufficient reasons, including:
- a. She was a director and officer of Lion Academy's R.C. Chapter 1702 corporation.

- b. Her status as a public official of Lion Academy.
257. As fiduciary to Lion Academy, Rosina Coles had an absolute duty of loyalty to the school. She also had the fiduciary duties to maintain adequate records and to prevent the waste of corporate/public assets.
258. Rosina Coles violated her duty of loyalty by engaging in a pattern of self-dealing where she would cause or facilitate Lion Academy doing business with other corporations she had interests in or control over, as described in paragraphs 93-213 above. She violated her duties to maintain adequate records and to prevent the waste of corporate assets by failing to document various expenditures of Lion Academy's funds. *See e.g.* Apx., Vol. 5, pp. 631-644, 645-646, 704-710, 721-728.
259. Because of those violations of his fiduciary duty of loyalty, Lion Academy is entitled to the recovery of all compensation paid Rosina Coles during the period of time that he was in violation of his fiduciary duties.

**Sheryse Henderson**

260. Plaintiffs hereby restate the matters alleged in paragraphs 1 through 259 above as if they were fully rewritten here.
261. Sheryse Henderson Coles was a fiduciary to Lion Academy for several independently sufficient reasons, including:
- a. She was a director, and officer of Lion Academy's R.C. Chapter 1702 corporation.
  - b. Her status as a public official of Lion Academy.
262. As fiduciary to Lion Academy, Sheryse Henderson had an absolute duty of loyalty to the school. She also had the fiduciary duties to maintain adequate records and to prevent the waste of corporate/public assets.

263. Sheryse Henderson violated that duty by engaging in a pattern of self-dealing where she would cause or facilitate Lion Academy doing business with other corporations he had interests in or control over as described in paragraphs 93-213 above. She violated her duties to maintain adequate records and to prevent the waste of corporate assets by failing to document various expenditures of Lion Academy's funds. *See e.g.* Apx., Vol. 5, pp. 631-644, 645-646, 704-710, 721-728.

264. Lion Academy is entitled to the recovery of all compensation paid Sheryse Henderson during the period of time that he was in violation of his fiduciary duties to it.

**Chester Starks**

265. Plaintiffs hereby restate the matters alleged in paragraphs 1 through 264 above as if they were fully rewritten here.

266. Chester Starks Coles was a fiduciary to Lion Academy for several independently sufficient reasons, including:

- a. He was an officer of Lion Academy's R.C. 1702 Chapter corporation.
- b. His status as Lion Academy's assistant superintendent.

267. As fiduciary to Lion Academy, Chester Starks had an absolute duty of loyalty to the school.

268. Chester Starks violated that duty by engaging in a pattern of self-dealing where he would cause or facilitate Lion Academy's doing business with other corporations he had interests in or control over, as described in paragraphs 93-214 above.

269. Lion Academy is entitled to the recovery of all compensation paid Chester Starks during the period of time that he was in violation of his fiduciary duties to it.

### **Carl Shye**

270. Plaintiffs hereby restate the matters alleged in paragraphs 1 through 269 above as if they were fully rewritten here.
271. Carl Shye was a fiduciary to Lion Academy because he was a public official of Lion Academy during the 2007-2008 and 2008-2009 school years.
272. As fiduciary to Lion Academy, he had an absolute duty of loyalty to the school.
273. Carl Shye violated the duty described in paragraph 272 above by executing/facilitating illegal business dealings between Lion Academy and various entities controlled by insiders of Lion Academy, as described above.
274. As fiduciary to Lion Academy, he had duty to exercise reasonable care and skill in conducting Lion Academy's' business.
275. As fiduciary to Lion Academy, he had duty keep good accounts of Lion Academy's financial dealings.
276. Carl Shye violated the duties described in paragraphs 274 and 275 above by failing to keep records of the schools expenditures, as detailed in various audit findings. *See e.g.* Apx., Vol. 5, pp. 704-710, 721-728.
277. Lion Academy is entitled to the recovery of all compensation paid Carl Shye during the period of time that he was in violation of his fiduciary duties to it.

### **Edward Dudley**

278. Plaintiffs hereby restate the matters alleged in paragraphs 1 through 277 above as if they were fully rewritten here.
279. Edward Dudley was a fiduciary to Lion Academy because he was a public official of the school during the 2009-2010 and 2010-2011 school years.
280. As fiduciary to Lion Academy, he had an absolute duty of loyalty to the school.



281. Edward Dudley violated the duty described in paragraph 280 above by executing/facilitating illegal business dealings between Lion Academy and various entities controlled by insiders of Lion Academy, as described above.
282. As fiduciary to Lion Academy, he had duty to exercise reasonable care and skill in conducting Lion Academy's business. As fiduciary to Lion Academy, he had duty keep good accounts of Lion Academy's financial dealings.
283. Edward Dudley violated the duties described in paragraph 282 above by failing to keep records of the schools expenditures, as detailed in various audit findings. *See e.g.* Apx., Vol. 5, pp. 776-788, 790; Vol. 6, pp. 834-836, 839-844, 846-862.
284. Lion Academy is entitled to the recovery of all compensation paid Edward Dudley during the period of time that he was in violation of his fiduciary duties to it.

**F. DECLARATORY JUDGMENTS REGARDING NON-DISCHARGEABILITY PURSUANT TO 11 U.S.C. §§ 523(a)(7) AND (8).**

285. Plaintiffs hereby restate the matters alleged in paragraphs 1 through 284 above as if they were fully rewritten here.
286. Sheryse Henderson, Jon Henderson, Anthony Hendking and Carlena Williams each received discharges in bankruptcy. Apx., Vol. 14, pp. 1627-1630.
287. The bankruptcy discharges granted Sheryse Henderson, Jon Henderson, Anthony Hendking, and Carlena Williams did not discharge them of debts excepted from discharge by 11 U.S.C. §523.
288. Ohio's state courts have jurisdiction to determine whether debts are excepted from discharge under 11 U.S.C. §§523(a)(7) and (8).

289. The treble damages that Sheryse Henderson, Jon Henderson, Anthony Hendking, and Carlena Williams owe under R.C. 2923.34 (paragraphs 223-249 above) are excepted from discharge under 11 U.S.C. §523(a)(7) because:
- a. They are owed to a governmental unit. Lion Academy was a governmental unit. Further, R.C. 3314.074 provides that any recovery would be payable to ODE, itself a governmental unit, for the benefit of the schools districts where Lion Academy's students resided, and those districts are also governmental units.
  - b. The treble damages are not compensation for actual pecuniary loss.
290. The claims against Sheryse Henderson, Jon Henderson, Anthony Hendking, and Carlena Williams based on the AOS' findings for recovery (paragraphs 86-92 above) and their liability under R.C. 9.39 (paragraphs 214-222 above) are excepted from discharge under 11 U.S.C. §523(a)(8) because they are obligations to repay funds that Lion Academy received as educational benefits.

**G. CONVERSION OF PUBLIC PROPERTY BY SAMUEL WHITE, LLC.**

291. Plaintiffs hereby restate the matters alleged in paragraphs 1 through 290 above as if they were fully rewritten here.
292. The property that Lion Academy inventoried in April of 2013 was purchased with public funds and owned by a public school. It was therefore public property and hence exempt from seizure, execution, and attachment.
293. Instead, that property, or its proceeds, must be distributed amongst Lion Academy's creditors under the priority system established by R.C. 3314.074.
294. Samuel White LLC has wrongfully exercised dominion and control over the property described Apx. Vol.14, pp. 1631-1660 ("the Seized Property) to the exclusion of the public and Lion Academy's other creditors.

## PRAYERS FOR RELIEF

WHEREFORE, ODE and the Attorney General as *parens patrie* for Lion Academy, pray for the following relief:

### A. JUDGMENTS ON AUDIT FINDINGS PURSUANT TO R.C. 117.28 AND R.C. 117.36

1. Plaintiffs pray for money judgments as follows:

a. *Finding 2007-01(Apx., Vol. 5, pp. 631-633)*

\$835.65, plus costs, statutory collection fees, and interest from January 29, 2015, against Anthony Hendking, Rosina Coles, and Stephen Sites, jointly and severally, and in favor of ODE.

\$68.97, plus costs, statutory collection fees, and interest from January 29, 2015, against Romey Coles, jointly and severally, and in favor of ODE.

b. *Finding 2007-002 (Apx., Vol. 5, p. 634)*

\$111.53, plus costs, statutory collection fees, and interest from January 29, 2015, against Rosina Coles, and Stephen Sites, jointly and severally, and in favor of ODE.

c. *Finding 2007-003(Apx., Vol. 5, pp. 635-636)*

\$742.57, plus costs, statutory collection fees, and interest from January 29, 2015, against Ashe Culture Center, Rosina Coles, and Stephen Sites, jointly and severally, and in favor of ODE.

d. *Finding 2007-004(Apx., Vol. 5, p. 636)*

\$287.36, plus costs, statutory collection fees, and interest from January 29, 2015, against Ken Johnson, Rosina Coles, and Stephen Sites, jointly and severally, and in favor of ODE.

e. *Finding 2007-005(Apx., Vol. 5, p. 637)*

\$1,126.46, plus costs, statutory collection fees, and interest from January 29, 2015, against Rosina Coles and Stephen Sites, jointly and severally, and in favor of ODE.

f. *Finding 2007-006(Apx., Vol. 5, pp. 638-639)*

\$2,137.99, plus costs, statutory collection fees, and interest from January 29, 2015, against Romey Coles and Stephen Sites, jointly and severally, and in favor of ODE.

\$701.17, plus costs, statutory collection fees, and interest from January 29, 2015, against Rosina Coles and Stephen Sites, jointly and severally, and in favor of ODE.

g. *Finding 2007-007(Apx., Vol. 5, pp. 639-640)*

\$1,218.42, plus costs, statutory collection fees, and interest from January 29, 2015, against Rosina Coles and Stephen Sites, jointly and severally, and in favor of ODE.

h. *Finding 2007-008 (Apx., Vol. 5, pp. 640-641)*

\$28,736.34, plus costs, statutory collection fees, and interest from January 29, 2015, against Rosina Coles and Stephen Sites, jointly and severally, and in favor of ODE.

i. *Finding 2009-001 (Apx., Vol. 5, pp. 702-703)*

\$566,264.52, plus costs, statutory collection fees, and interest from January 29, 2015, against Latter, Romey Coles, Rosina Coles, Sheryse Henderson, and Carl Shye, Jr., jointly and severally, and in favor of ODE, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

j. *Finding 2009-002 (Apx., Vol. 5, p. 704)*

\$28,161.62, plus costs, statutory collection fees, and interest from January 29, 2015, against Carl Shye, Jr., and in favor of ODE.

k. *Finding 2009-003 (Apx., Vol. 5, pp. 705-706)*

\$8,308.25, plus costs, statutory collection fees, and interest from January 29, 2015, against Rosina Coles and in favor of ODE.

\$14,083.10, plus costs, statutory collection fees, and interest from January 29, 2015, against Carl Shye, Jr., and in favor of ODE.

\$2,298.91, plus costs, statutory collection fees, and interest from January 29, 2015, against Sheryse Henderson, and in favor of ODE.

l. *Finding 2009-004 (Apx., Vol. 5, pp. 707-708)*

\$498.87, plus costs, statutory collection fees, and interest from January 29, 2015, against Rosina Coles and in favor of ODE.

\$2,818.46, plus costs, statutory collection fees, and interest from January 29, 2015, against Carl Shye, Jr., and in favor of ODE.

\$305.75, plus costs, statutory collection fees, and interest from January 29, 2015, against Sheryse Henderson, and in favor of ODE.

m. *Finding 2009-005(Apx., Vol. 5, p. 709)*

\$24,713.25, plus costs, statutory collection fees, and interest from January 29, 2015, against Rosina Coles and in favor of ODE.

\$12,032.48, plus costs, statutory collection fees, and interest from January 29, 2015, against Carl Shye, Jr., and in favor of ODE.

n. *Finding 2009-006 (Apx., Vol. 5, p. 710)*

\$721.85, plus costs, statutory collection fees, and interest from January 29, 2015, against Carl Shye, Jr., and in favor of ODE.

o. *Finding 2009-007 (Apx., Vol. 5, pp. 710-711)*

\$26,013.28, plus costs, statutory collection fees, and interest from January 29, 2015, against Anew, Chester Starks, and Carl Shye, Jr., jointly and severally, and in favor of ODE, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

p. *Finding 2009-008(Apx., Vol. 5, pp. 712-714)*

\$42,549.33, plus costs, statutory collection fees, and interest from January 29, 2015, against Karl King LLC, Carlena Williams, and Anthony Henderson and in favor of ODE, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

\$3,448.36, plus costs, statutory collection fees, and interest from January 29, 2015, against Carl Shye, Jr., and in favor of ODE.

\$39,100.97, plus costs, statutory collection fees, and interest from January 29, 2015, against Rosina Coles, and in favor of ODE.

q. *Finding 2009-009(Apx., Vol. 5, pp. 715-716)*

\$14,368.17, plus costs, statutory collection fees, and interest from January 29, 2015, against Rosina Coles and Sheryse Henderson, jointly and severally, in favor of ODE, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

\$38,506.70, plus costs, statutory collection fees, and interest from January 29, 2015, against Romey Coles, and in favor of ODE, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

\$11,494.54 plus costs, statutory collection fees, and interest from January 29, 2015, against Chester Starks, Jr., and in favor of ODE, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

\$50,001.24, plus costs, statutory collection fees, and interest from January 29, 2015, against Carl Shye, Jr., and in favor of ODE, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

- r. *Finding 2009-010(Apx., Vol. 5, pp. 716-717)*

\$4,433.44, plus costs, statutory collection fees, and interest from January 29, 2015, against Romey Coles, Rosina Coles, Sheryse Henderson, and Carl Shye, Jr., jointly and severally, in favor of ODE, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

- s. *Finding 2009-011(Apx., Vol. 5, pp. 719-720)*

\$172,216.89, plus costs, statutory collection fees, and interest from January 29, 2015, against Lion Church, Romey Coles, Jon Henderson, Trilana Bowling, and Carl Shye, Jr., jointly and severally, in favor of ODE, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

- t. *Finding 2010-001 (Apx., Vol. 5, pp. 771-772)*

\$440,876.37, plus costs, statutory collection fees, and interest from January 29, 2015, against Latter, Romey Coles, Rosina Coles, Sheryse Henderson, and Edward Dudley, Jr., jointly and severally, and in favor of ODE, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

- u. *Finding 2010-002 (Apx., Vol. 5, pp. 773-774)*

\$7,396.73, plus costs, statutory collection fees, and interest from January 29, 2015, against Lion Church, Romey Coles, Jon Henderson, Trilana Bowling, and Edward Dudley, Jr., jointly and severally, in favor of ODE, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

- v. *Finding 2010-003 (Apx., Vol. 5, pp. 775-776)*

\$7,080.63, plus costs, statutory collection fees, and interest from January 29, 2015, against Anew, Chester Starks, Jr., and Edward Dudley, Jr., jointly and severally, in favor of ODE, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

- w. *Finding 2010-004 (Apx., Vol. 5, pp. 776-774)*
- \$12,621.00, plus costs, statutory collection fees, and interest from January 29, 2015, against Edward Dudley, Jr., and in favor of ODE.
- x. *Finding 2010-005(Apx., Vol. 5, p. 778)*
- \$11,003.72, plus costs, statutory collection fees, and interest from January 29, 2015, against Romey Coles and Edward Dudley, Jr., and in favor of ODE.
- y. *Finding 2010-006 (Apx., Vol. 5, pp. 779-780)*
- \$2,206.96, plus costs, statutory collection fees, and interest from January 29, 2015, against Edward Dudley, Jr. and in favor of ODE.
- \$490.82, plus costs, statutory collection fees, and interest from January 29, 2015, against Chester Starks, Jr., and in favor of ODE.
- \$279.31, plus costs, statutory collection fees, and interest from January 29, 2015, against Sheryse Henderson, and in favor of ODE.
- z. *Finding 2010-007(Apx., Vol. 5, p. 780)*
- \$11,711.79, plus costs, statutory collection fees, and interest from January 29, 2015, against Romey Coles and in favor of ODE.
- aa. *Finding 2010-008 (Apx., Vol. 5, pp. 781-782)*
- \$11,430.17, plus costs, statutory collection fees, and interest from January 29, 2015, against Edward Dudley, Jr., and in favor of ODE.
- bb. *Finding 2011-001 (Apx., Vol. 6, pp. 933-834)*
- \$534,429.71, plus costs, statutory collection fees, and interest from January 29, 2015, against Latter, Romey Coles, Rosina Coles, Sheryse Henderson, and Edward Dudley, Jr., jointly and severally, and in favor of ODE
- cc. *Finding 2011-003 (Apx., Vol. 6, pp. 834-835)*
- \$284.51, plus costs, statutory collection fees, and interest from January 29, 2015, against Romey Coles and Edward Dudley, Jr., jointly and severally, and in favor of ODE.

dd. *Finding 2011-004 (Apx., Vol. 6, p. 836)*

\$16,742.29, plus costs, statutory collection fees, and interest from January 29, 2015, against Romey Coles and Edward Dudley, Jr., and in favor of ODE.

ee. *Finding 2011-005 (Apx., Vol. 6, pp. 836-838)*

\$5,690.01, plus costs, statutory collection fees, and interest from January 29, 2015, against Lion Church, Romey Coles, Jon Henderson, Trilana Bowling, and Edward Dudley, Jr., jointly and severally, in favor of ODE, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

ff. *Finding 2011-006 (Apx., Vol. 6, pp. 838-839)*

\$2,845.00, plus costs, statutory collection fees, and interest from January 29, 2015, against Promyse, Inc., Jon Henderson, Sheryse Henderson, and Edward Dudley, Jr., jointly and severally, and in favor of ODE, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

## **B. ILLEGAL CONTRACTS (R.C.29321.42(H)).**

### **1. Contracts with Latter Enterprises.**

The Attorney General, as *parens patrie* for Lion Academy, prays that:

- a. The Court declare that Lion Academy's contracts with Latter were void under R.C. 2921.42(H).
- b. Judgment be entered against Latter, and in favor of Lion Academy, in the amount of \$2,072,471, the total amount of payments to Latter the AOS found to be in violation of R.C. 2921.42, plus costs, interest, and attorney fees, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

### **2. Contracts with the Church of the Lion of Judah.**

The Attorney General, as *parens patrie* for Lion Academy, prays that:

- a. The Court declare that Lion Academy's contracts with Lion Church were void under R.C. 2921.42(H).
- b. Judgment be entered against Lion Church, and in favor of Lion Academy, in the amount of \$162,777, the total amount of payments to Latter the AOS found to be in violation of R.C. 2921.42, plus costs, interest, and attorney



fees, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

**3. Contracts with Karl King, LLC.**

The Attorney General, as *parens patrie* for Lion Academy, prays that:

- a. The Court declare that Lion Academy's contracts with Lion Church were void under R.C. 2921.42(H).
- b. Judgment be entered against Lion Church, and in favor of Lion Academy, in the amount of \$162,777, the total amount of payments to Karl King LLC the AOS found to be in violation of R.C. 2921.42, plus costs, interest, and attorney fees, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

**4. Contracts with Anew Educational Services, LLC.**

The Attorney General, as *parens patrie* for Lion Academy, prays that:

- a. The Court declare that Lion Academy's contracts with Anew Educational Services, LLC were void under R.C. 2921.42(H)
- b. Judgment be entered against Anew Educational Services, LLC, and in favor of Lion Academy, in the amount of \$28,791, the total amount of payments to Anew Educational Services, LLC the AOS found to be in violation of R.C. 2921.42, plus costs, interest, and attorney fees, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

**C. PUBLIC OFFICIAL STRICT LIABILITY (R.C. 9.39)**

Plaintiffs pray that:

- a. Judgment be entered against Romey Coles, Rosina Coles, Sheryse Henderson, Trilana Bowling, and Carl Shye, jointly and severally, and in favor of Lion Academy and ODE, in the amount of \$820,874 on all findings for recovery made in connection with Lion Academy with regard to fiscal years 2008, and 2009 (the 2007-2008, and 2008-2009 school years), plus costs, interest, and attorney fees; and further, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.
- b. Judgment be entered against Romey Coles, Rosina Coles, Sheryse Henderson, Trilana Bowling, and Edward Dudley, jointly and severally, and in favor of Lion Academy and ODE, in the amount of \$1,046,359 on all findings for recovery made in connection with Lion Academy with regard to fiscal years 2010 and 2011 (the 2009-2010 and 2010-2011 school years), plus costs, interest, and attorney

fees; and further, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

- c. Judgment be entered against Romey Coles, Rosina Coles, Sheryse Henderson, and Trilana Bowling, jointly and severally, and in favor of Lion Academy and ODE, in the amount of \$729,132 on with regard to fiscal years 2012 and 2013, plus costs, interest, and attorney fees (the 2011-2012 and 2012-2013 school years), less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

**D. OHIO CORRUPT PRACTICES ACT (R.C. 2923.34)**

**Corrupt practices involving Latter Enterprises: claims against Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Chester Starks, Carl Shye, and Edward Dudley.**

The Attorney General, as *parens patrie* for Lion Academy, prays that:

- a. Judgment be entered against Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Chester Starks, and Carl Shye, jointly and severally, in the amount of \$1,477,914 three times the total amount of payments to Latter during the 2007-2008 and 2008-2009 school years (FYs 2008 and 2009) that the AOS found to be in violation of R.C. 2921.42, plus costs, interest, and attorney fees, pursuant to R.C. 2923.34(E) and (F) , less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584; and
- b. Judgment be entered against Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Chester Starks, and Edward Dudley, jointly and severally, in the amount of \$2,559,552 three times the total amount of payments to Latter during the 2009-2010 and 2010-2011 school years (FYs 2010 and 2011) that the AOS found to be in violation of R.C. 2921.42, pursuant to R.C. 2923.34(E) and (F), plus costs and attorney fees, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584; and
- c. Judgment be entered against Romey Coles, Rosina Coles, Anthony Hendking, Carlena Williams, Sheryse Henderson, Chester Starks, and Trilana Bowling, jointly and severally, in the amount of \$1,429,572, three times the total amount of payments to Latter during the 2011-2012 school year (FY 2012) that the AOS found to be in violation of R.C. 2921.42, pursuant to R.C. 2923.34(E) and (F), plus costs and attorney fees, less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584; and
- d. Judgment be entered against Romey Coles, Rosina Coles, Carlena Williams, Sheryse Henderson, and Trilana Bowling, jointly and severally, in the amount of \$750,405, three times the total amount of payments to Latter during the 2012-2013 school year (FY 2013) that the AOS found to be in violation of R.C.

2921.42, plus costs and attorney fees, pursuant to R.C. 2923.34(E) and (F) , less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

**Corrupt Practices involving the Church of the Lion of Judah: claims against Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, Carl Shye, and Edward Dudley.**

The Attorney General, as *parens patrie* for Lion Academy, prays that:

- a. Judgment be entered against Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, and Carl Shye, jointly and severally, in the amount of \$449,475.00, three times the total amount of payments to Lion Church during the 2007-2008 and 2008-2009 school years (FYs 2008 and 2009) that the AOS found to be in violation of R.C. 2921.42 plus costs and attorney fees, pursuant to R.C. 2923.34(E) and (F) , less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584; and
- b. Judgment be entered against Romey Coles, Rosina Coles, Jon Henderson, Sheryse Henderson, Anthony Hendking, Carlena Williams, Trilana Bowling, and Edward Dudley, jointly and severally, in the amount of \$34,305, three times the total amount of payments to Lion Church during the 2009-2010 and 2010-2011 school years (FYs 2010 and 2011) that the AOS found to be in violation of R.C. 2921.42, plus costs and attorney fees, pursuant to R.C. 2923.34(E) and (F) , less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584; and
- c. Judgment be entered against Romey Coles, Rosina Coles, Anthony Hendking, Carlena Williams, and Trilana Bowling, jointly and severally, in the amount of \$4,551, three times the total amount of payments to Lion Church during the 2011-2012 school year (FY 2012) the AOS found to be in violation of R.C. 2921.42, plus costs and attorney fees, pursuant to R.C. 2923.34(E) and (F) , less any amount paid as restitution in Cuyahoga County Court of Common Pleas Case No. CR-13-571584.

**Corrupt Practices involving Karl King, LLC: claims against Rosina Coles, Jon Henderson, Carlena Williams, Anthony Hendking, and Carl Shye.**

The Attorney General, as *parens patrie* for Lion Academy, prays that:

- a. Judgment be entered against Rosina Coles, Jon Henderson, Carlena Williams, Anthony Hendking, and Carl Shye, jointly and severally, in the amount of \$113,919, three times the total amount the AOS found was paid to Karl King, LLC in violation of R.C. 2921.42, plus costs and attorney fees, pursuant to R.C. 2923.34(E) and (F).

## **E ACCOUNTINGS AND RECOVERY OF COMPENSATION FROM FIDUCIARIES.**

### **Romey Coles**

The Attorney General, as *parens patrie* for Lion Academy, prays that:

- a. Romey Coles be required to account for all compensation paid him by Lion Academy; and
- b. Judgment be entered against Romey Coles and in favor of Lion Academy in an amount equal to all compensation paid him by Lion Academy while he was in violation of his fiduciary duties to the school.

### **Rosina Coles**

The Attorney General, as *parens patrie* for Lion Academy, prays that:

- a. Rosina Coles be required to account for all compensation paid her by Lion Academy; and
- b. Judgment be entered against Rosina Coles and in favor of Lion Academy in an amount equal to all compensation paid her by Lion Academy during the time she was in violation of her fiduciary duties.

### **Sheryse Henderson**

The Attorney General, as *parens patrie* for Lion Academy, prays that:

- a. Sheryse Henderson be required to account for all compensation paid her by Lion Academy; and
- b. Judgment be entered against Sheryse Henderson and in favor of Lion Academy in an amount equal to all compensation paid her by Lion Academy while she was in violation of her fiduciary duties to the school.

### **Chester Starks**

The Attorney General, as *parens patrie* for Lion Academy, prays that:

- a. Chester Starks be required to account for all compensation paid him by Lion Academy school years; and
- b. Judgment be entered against Chester Starks and in favor of Lion Academy in an amount equal to all compensation paid him by Lion Academy during the time he was in violation of his fiduciary duties.

**Carl Shye.**

The Attorney General, as *parens patrie* for Lion Academy, prays that:

- a. Carl Shye account for all compensation paid him by Lion Academy; and
- b. Judgment be entered against Carl Shye and in favor of Lion Academy in an amount equal to all compensation paid him by Lion Academy during the time he was in violation of his fiduciary duties.

**Edward Dudley.**

The Attorney General, as *parens patrie* for Lion Academy, prays that:

- a. Edward Dudley account for all compensation paid him by Lion Academy; and
- b. Judgment be entered against Edward Dudley and in favor of Lion Academy in an amount equal to all compensation paid him by Lion Academy while he was in breach of his fiduciary duties.

**F. DECLARATORY JUDGMENTS REGARDING NON-DISCHARGEABILITY PURSUANT TO 11 U.S.C. §§ 523(a)(7) AND (8).**

Plaintiffs pray that:

- a. The Court declare that the treble damages requested pursuant to R.C. 2932.34 are excepted from the discharges granted to Anthony Hendking, Carlena Williams, Jon Henderson, and Sheryse Henderson by 11 U.S.C. § 527(a)(7); and
- b. The Court declare that their liabilities under R.C. 9.39, 117.28, and 117.36 are excepted from the discharges granted to Anthony Hendking, Carlena Williams, Jon Henderson, and Sheryse Henderson by 11 U.S.C. § 527(a)(8).

**G. CONVERSION OF PUBLIC PROPERTY BY SAMUEL WHITE, LLC.**

The Attorney General, as *parens patrie* for Lion Academy, prays that:

- a. Judgment be entered against Samuel White LLC, and in favor of Lion Academy, in the amount equal to the value of the Seized Property had on July 8, 2013, plus costs, interest, and attorneys' fees.

**H. MISCELLANEOUS RELIEF.**

Plaintiffs pray that:

- a. ODE be authorized to distribute the amounts recovered on all judgments sought here pursuant to R.C. 3314.074; and
- b. This Court grant all other relief it deems appropriate.

Respectfully submitted,

**MICHAEL DEWINE (0009181)**  
**Ohio Attorney General**

*/s/ Ryan Richardson*

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RYAN RICHARDSON (0090382)

*/s/ Todd R. Marti*

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