



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed: COMPLAINT
March 21, 2023 11:53

By: ERNEST V. THOMAS 0011371

Confirmation Nbr. 2807009

LAMAR ADVERTISING OF YOUNGSTOWN, INC.

CV 23 976815

vs.

ASKREN INVESTMENTS, LLC

Judge: SHERRIE MIDAY

Pages Filed: 9

**CUYAHOGA COUNTY COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

Lamar Advertising of
Youngstown, Inc.
12222 Plaza Dr
Parma, OH 44130

Case No. _____

Judge: _____

COMPLAINT

Plaintiff

-vs-

Askren Investments, LLC
**Serve: Registered Agents Inc.,
Agent**
6545 Market Ave. North Ste. 100
North Canton OH 44721

Defendant

Now comes Plaintiff, by and through counsel, and for its Complaint against the Defendant, states the following:

FACTS

1. Plaintiff, Lamar Advertising of Youngstown, Inc., is a Delaware corporation authorize to transact business in the state of Ohio.
2. Defendant, Askren Investments, LLC, is a California limited liability company registered to transact business in the state of Ohio.

COUNT I

3. On or about March 25, 2021, Plaintiff and Defendant entered into an Advertising Agreement, a copy of which is attached hereto as Exhibit "A".
4. On or about April 28, 2021, Plaintiff and Defendant entered into another Advertising Agreement, a copy of which is attached hereto as Exhibit "B".
5. Defendant has defaulted on the terms of said agreements, by virtue of failing to make timely payment.
6. Defendant presently owes Plaintiff the sum of \$9,750.00, with interest at the rate of 18% per year from December 23, 2021 as provided in the parties' agreement. An account summary

reflecting Defendant's indebtedness is attached hereto as Exhibit "C"

7. In the ordinary course of its business, Plaintiff does not produce statements as contemplated by Rule 10(D), and therefore one is not attached hereto.

8. According to the terms and conditions of the parties' agreements, Plaintiff is entitled to recovery of its reasonable attorney's fees herein incurred, as Plaintiff's attorney is not a salaried employee of Plaintiff.

COUNT II

9. Plaintiff fully restates the allegations in paragraphs one through eight as if fully rewritten herein.

10. Defendant owes the sum of \$9,750.00 for services provided between April 5, 2021 and September 27, 2021.

COUNT III

11. Plaintiff fully restates the allegations in paragraphs one through ten as if fully rewritten herein.

12. Defendant has received goods and/or services valued in the amount of \$9,750.00 without making payment to Plaintiff and has been unjustly enriched.

WHEREFORE, Plaintiff respectfully requests judgment against the Defendant in the amount of \$9,750.00, together with interest at the rate of 18% per annum from December 23, 2021, reasonable attorney's fees herein incurred, the costs of this action, and such further relief as the Court deems proper.

/s/ Ernest V. Thomas, III

Ernest V. Thomas, III (0011371)

Billy W. Blake (0101192)

Mark Sheriff (0019273)

Thomas & Thomas Attorneys at Law

Attorneys for Plaintiff

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Cincinnati, OH 45206

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Cleveland, OH
 12222 Plaza Drive
 Parma, OH 44130
 Phone: 216-878-4321
 Fax: 216-878-5238



CONTRACT # 3588128

Date: 3/25/2021
 New/Renewal: NEW
 Account Executive: Ashley Brillhart
 Phone: 216-878-4321

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	772025-0
Name	Askren Investments
Address	26885 Allso Creek Road
City/State/Zip	Aliso Viejo, CA 92656
Contact	Brad Askren
Email Address	brad@askreninvestments.com
Phone #	7142440495
Fax #	
P.O./ Reference #	
Advertiser/Product	Askren Investments
Campaign	Opportunity: Askren Investments

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
Poster Flex	421 Cleveland, OH	1 Poster for panel 11812		04/05/21	1	\$150.00	\$150.00
Poster Flex	421 Cleveland, OH	1 Poster for panel 11723		05/03/21	1	\$150.00	\$150.00
Total Production/Other Services Costs:							\$300.00

Space										
# of Panels: 2								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
11812 421-CUYAHOGA, 61483 OH		St Clair Av SS 30ft W/O East 67 St FW - 1	Yes	Poster	10' 6" x 22' 9"		04/12/21-09/26/21	6	\$525.00	\$3,150.00
11723 421-CUYAHOGA, 61412 OH		Payne Av NS 5ft E/O East 47 St F/E - 2	No	Poster	10' 6" x 22' 9"		05/03/21-10/17/21	6	\$525.00	\$3,150.00
Total Space Costs:									\$6,300.00	
Total Costs:									\$6,600.00	

Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidum with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Advertising Director (Officer/Title) of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	Askren Investments
Signature:	<i>Brad Askren</i> (signature above)
Name:	Brad Askren (print name above)
Date:	Mar 25, 2021 (date above)

Cleveland, OH
12222 Plaza Drive
Parma, OH 44130
Phone: 216-678-4321
Fax: 216-678-5238



CONTRACT # 3588128

Date: 3/25/2021
New/Renewal: NEW
Account Executive: Ashley Brillhart
Phone: 216-678-4321

THE LAMAR COMPANIES	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
<i>Ashley Brillhart</i>	<i>Timothy Gerity</i>	Mar 25, 2021
ACCOUNT EXECUTIVE: Ashley Brillhart	GENERAL MANAGER	DATE

STANDARD CONDITIONS

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- 7. Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
- 8. Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
- 9. Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
- 10. Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
- 11. Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
- 12. Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.



Cleveland, OH
 12222 Plaza Drive
 Parma, OH 44130
 Phone: 216-676-4321
 Fax: 216-676-5238



CONTRACT # 3605083

Date: 4/22/2021
 New/Renewal: RENEWAL
 Account Executive: Ashley Brillhart
 Phone: 216-676-4321

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	772025-0
Name	ASKREN INVESTMENTS
Address	26895 ALISO CREEK ROAD
City/State/Zip	ALISO VIEJO, CA 92656
Contact	
Email Address	
Phone #	
Fax #	
P.O./ Reference #	
Advertiser/Product	ASKREN INVESTMENTS
Campaign	

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
Poster Flex	421 Cleveland, OH	1 print for 11808		05/03/21	1	\$150.00	\$150.00
Total Production/Other Services Costs:							\$150.00

Space										
# of Panels: 1								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
11808 61478 OH	421-CUYAHOGA	St Clair Av SS 80th E/O East 30 St F/E - 1	Yes	Poster	10' 6" x 22' 8"		05/10/21-10/24/21	6	\$500.00	\$3,000.00
Total Space Costs:									\$3,000.00	
Total Costs:									\$3,150.00	

Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Advertising Director (Officer/Title) of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	ASKREN INVESTMENTS
Signature:	<i>Brad Askren</i> (signature above)
Name:	Brad Askren (print name above)
Date:	Apr 28, 2021 (date above)

THE LAMAR COMPANIES	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
<i>Ashley Brillhart</i> ACCOUNT EXECUTIVE: Ashley Brillhart	<i>Timothy Gerdy</i> GENERAL MANAGER	Apr 28, 2021 DATE



Exhibit "B"

Cleveland, OH
12222 Plaza Drive
Parma, OH 44130
Phone: 216-676-4321
Fax: 216-676-5238



CONTRACT # 3605083

Date: 4/22/2021
Now/Renewal: RENEWAL
Account Executive: Ashley Brillhart
Phone: 216-676-4321

STANDARD CONDITIONS

1. **Late Artwork:** The Advertiser must provide or approve art work, materials and installation Instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
2. **Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
3. **Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
4. **Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. **Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
6. **Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
7. **Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. **Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
9. **Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. **Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
11. **Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. **Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.





421 - Cleveland, OH
Invoice Account Analysis
01/01/1900 to 12/23/2021

Billing Thru 12/23/2021 / Payments Thru 12/23/2021

Cust	Customer Name	Phone	Fax	Contact	Overall Balance				
Adv	Advertiser Name								
Plant	Dept	Acq Inv	Invoice	Inv Date	Contract	Nat Contract	Balance	Curr	Days
Check	Tran Type	Tran Date			Amount				
772025	ASKREN INVESTMENTS 26895 ALISO CREEK ROAD ALISO VIEJO, California 92656 US						9,750.00		
	0	ASKREN INVESTMENTS							
421	Poster Paper	112382432	4/5/2021	3588128			150.00		
		CHG	4/5/2021					150.00 USD	0
421	Posters	112401728	4/12/2021	3588128			525.00		
		CHG	4/12/2021					525.00 USD	0
421	Posters	112462447	5/3/2021	3588128			150.00		
		CHG	5/3/2021				525.00		
								675.00 USD	0
421	Poster Paper	112462452	5/3/2021	3605083			150.00		
		CHG	5/3/2021					150.00 USD	0
421	Posters	112484917	5/10/2021	3588128			525.00		
		CHG	5/10/2021					525.00 USD	0
421	Posters	112484919	5/10/2021	3605083			500.00		
		CHG	5/10/2021					500.00 USD	0
421	Posters	112541927	5/31/2021	3588128			525.00		
		CHG	5/31/2021					525.00 USD	0
421	Posters	112569855	6/7/2021	3588128			525.00		
		CHG	6/7/2021					525.00 USD	0
421	Posters	112569858	6/7/2021	3605083			500.00		
		CHG	6/7/2021					500.00 USD	0
421	Posters	112628518	6/28/2021	3588128			525.00		
		CHG	6/28/2021					525.00 USD	0
421	Posters	112651903	7/5/2021	3588128			525.00		
		CHG	7/5/2021					525.00 USD	0
421	Posters	112651904	7/5/2021	3605083			500.00		
		CHG	7/5/2021					500.00 USD	0
421	Posters	112710445	7/26/2021	3588128			525.00		
		CHG	7/25/2021					525.00 USD	0
421	Posters	112736138	8/2/2021	3588128			525.00		
		CHG	8/2/2021					525.00 USD	0
421	Posters	112736140	8/2/2021	3605083			500.00		
		CHG	8/2/2021					500.00 USD	0
421	Posters	112794632	8/23/2021	3588128			525.00		
		CHG	8/23/2021					525.00 USD	0
421	Posters	112812958	8/30/2021	3588128			525.00		
		CHG	8/30/2021					525.00 USD	0



421 - Cleveland, OH
Invoice Account Analysis
01/01/1900 to 12/23/2021

Billing Thru 12/23/2021 / Payments Thru 12/23/2021

Table with columns: Cust, Customer Name, Phone, Fax, Contact, Overall Balance, Adv, Advertiser Name, Plant, Dept, Acq Inv, Invoice, Inv Date, Contract, Nat Contract, Balance Curr, Days. Includes Advertiser Total and Customer Total sections.

421 - Cleveland, OH
Invoice Account Analysis
01/01/1900 to 12/23/2021

Table with columns: Trades, Gross, Freight, Comm, St Tax, Cnty Tax, City Tax, Net, CRS, Curr. Summary of trade receipts.

421 - Cleveland, OH
Invoice Activity Detail
01/01/1900 to 12/23/2021

Table with columns: Acquisitions, Gross, Freight, Comm, St Tax, Cnty Tax, City Tax, Net, CRS, Curr. Summary of acquisition payments.



421 - Cleveland, OH

Invoice Activity Detail

01/01/1900 to 12/23/2021

Billing Thru 12/23/2021 / Payments Thru 12/23/2021

Search Parameters

Customer Number	772025
Advertiser Number	
Balance Type	<ALL>
Invoice Exception	<ALL>
Sales Category	Lease Barter, Local Agency, Local Direct, National Agency, National Buying Service, National Direct, Regional Agency, Regional Direct
Contract Exception	<ALL>
Account Executive	
Acquisition	<ALL>
Department Indicator	Break on Department
Bundled	No
Acquisition Indicator	<ALL>