

**CASE MATERIALS IN CATONAH METROPOLITAN HOUSING  
AUTHORITY VS. MARVELLA LAWLESS**

Prepared By:  
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Attorney in Charge  
Legal Aid Society of Cleveland  
3408 Lorain Avenue  
Cleveland, Ohio 44113  
(614) 299-2114

CATONAH MUNICIPAL COURT  
CATONAH COUNTY, OHIO

CATONAH METROPOLITAN  
HOUSING AUTHORITY  
4114 EAST 52ND STREET  
CATONAH, OHIO

CASE NO.

Plaintiff

-vs-

MARVELLA LAWLESS  
640 SCUTTLE RD., #205  
CATONAH, OHIO

**COMPLAINT IN FORCIBLE  
ENTRY AND DETAINER**

Defendant

**FIRST CAUSE OF ACTION**

1. The Plaintiff is a body corporate and politic and owner in fee simple of the estate known as LINCOLN ESTATES.

2. The premises located at 640 Scuttle Road, #205, Catonah, Ohio are a part of said estate owned by Plaintiff.

3. On JANUARY 20, 1994, the Defendant executed a lease providing for a month-to-month tenancy of the above premises, attached as Exhibit "A" and incorporated by reference.

4. The following incidents are specific violations of Defendant's dwelling lease:

a) On or about April 15, 1995, at approximately 7:25 p.m., CMHA Police Officers Smith, Badge #94, and Officer Richards Badge #03, were called to 640 Scuttle Road as a result of observing a large crowd gathered in the LINCOLN ESTATES Courtyard and hearing an unidentified male

shouting someone has been stabbed. Defendant's sister Sweetie Lawless was alleged to have physically assaulted Mr. Delray Gaines by repeatedly stabbing him with a knife near the premises leased to Defendant at 640 Scuttle Road #205, Catonah, Ohio, after a heated argument. Mr. Gaines was pronounced dead at Garland Children's Hospital later that day. Sweetie Lawless was apprehended and arrested by the Catonah Police. Defendant Marvella Lawless breached paragraph 9(M) of her lease in that it was her duty to insure that her sister Sweetie Lawless while on the premises with her consent, conduct herself in a manner which would not disturb her neighbors' peaceful enjoyment of their accommodations and be conducive to maintaining the estate in a decent, safe and sanitary condition.

b) Defendant Marvella Lawless has permitted unauthorized tenants, namely, Sweetie Lawless and her minor daughter, to occupy the premises in violation of paragraphs 9(A) and (D) of Defendant's dwelling lease.

5. As a result of this violation(s), Defendant was served a Notice of Termination and Invitation to Explain on May 6, 1995, which included the reasons for termination, attached hereto as Exhibit "B" and incorporated by reference.

6. The Defendant was also given an opportunity to attend a conference with management on May 8, 1995.

7. Subsequent to the above conference, the Defendant was duly served a 3-day Notice to Vacate on June 21, 1995, hereto attached and Exhibit "C" and incorporated by reference.

8. Ever since June 27, 1995, the Defendant has forcibly and unlawfully detained possession of said premises from Plaintiff and continues to do so.

SECOND CAUSE OF ACTION

9. The allegations of the preceding paragraphs are realleged as if fully stated herein.

10. Defendant owes the Plaintiff the sum of \$32 rent due but unpaid as of the date of filing of this Complaint, charges, use and occupancy, plus all charges and damages for as long as Defendant continues to occupy the premises.

WHEREFORE, Plaintiff prays that Defendant be removed from premises and the possession of said premises be returned to it and that Plaintiff be awarded the sum of \$32.00 as rent due and owing for June 1995, and the same amount of each month thereafter that Defendant remains on the premises, along with damages estimated at \$500.00.

*Shirley Penn Wills* \_\_\_\_\_  
*SHIRLEY PENN WILLS*  
*4114 East 52nd Street*  
*Catonah, Ohio*  
*Attorney for Plaintiff*

CATONAH MUNICIPAL COURT  
CATONAH COUNTY, OHIO

CATONAH METROPOLITAN  
HOUSING AUTHORITY

CASE NO. 95-CVG-12345

Plaintiff

-vs-

JUDGE EVEN J. HAND

MARVELLA LAWLESS

JURY DEMAND

Defendant

Now comes defendant, Marvella Lawless, by and through counsel, and demands a trial by a jury composed of seven jurors in the above-captioned matter.

**Champion D. Underdog**  
CHAMPION D. UNDERDOG (0131313)  
Attorney for Defendant  
Catonah Legal Aid Society  
33 Main Street  
Catonah, Ohio

SERVICE

A copy of the foregoing Jury Demand was served upon Shirley Penn Wills, attorney for Plaintiff, at 4114 East 52<sup>nd</sup> Street, Catonah, Ohio by ordinary U.S. mail on this 28<sup>th</sup> day of April, YR.

**Champion D. Underdog**  
Attorney for Defendant

CATONAH MUNICIPAL COURT  
CATONAH COUNTY, OHIO

CATONAH METROPOLITAN  
HOUSING AUTHORITY

CASE NO. 95-CVG-12345

Plaintiff

-vs-

JUDGE EVEN J. HAND

MARVELLA LAWLESS

ANSWER

Defendant

1. Defendant, Marvella Lawless, admits paragraph 1, 2, 3, 5, 6, and 7 of the complaint.
2. Defendant denies paragraph 4a, to the extent that it alleges that Sweetie Lawless was a guest of defendant at the time of the alleged incident.
3. Defendant denies paragraph 4b.
4. Regarding paragraph 8, defendant admits she retains possession of the premises but denies she is doing so unlawfully.
5. Regarding paragraph 10, defendant admits her monthly rental obligation is \$32 and that rent was not accepted for March YR. She denies she has caused any damages to the premises.

**Champion D. Underdog**

CHAMPION D. UNDERDOG (0131313)

Attorney for Defendant

Catonah Legal Aid Society

33 Main Street

Catonah, Ohio

SERVICE

A copy of the foregoing Answer was served upon Shirley Penn Wills, attorney for Plaintiff, at 4114 East 52nd Street, Catonah, Ohio by ordinary U.S. mail on this 10th day in April, YR.

**Champion D. Underdog**  
Attorney for Defendant

CATONAH MUNICIPAL COURT  
CATONAH COUNTY, OHIO

CATONAH METROPOLITAN  
HOUSING AUTHORITY

CASE NO. 95-CVG-12345

Plaintiff

-vs-

JUDGE EVEN J. HAND

MARVELLA LAWLESS

NOTICE OF DEPOSITION

Defendant

Pursuant to Civ.R. 30, defendant gives notice she will take the deposition of FRED FISH, 134 East Brady Street, Catonah, Ohio on June 1st, YR, at 11:00 AM at the offices of defendant's counsel as set forth below.

**Champion D. Underdog**  
CHAMPION D. UNDERDOG (0131313)  
Attorney for Defendant  
Catonah Legal Aid Society  
33 Main Street  
Catonah, Ohio

**SERVICE**

A copy of the foregoing Notice of Deposition was served upon Shirley Penn Wills, attorney for Plaintiff, at 4114 East 52nd Street, Catonah, Ohio by ordinary U.S. mail on this 10th day in April, YR.

**Champion D. Underdog**  
Attorney for Defendant

CATONAH MUNICIPAL COURT  
CATONAH COUNTY, OHIO

CATONAH METROPOLITAN  
HOUSING AUTHORITY

CASE NO. 95-CVG-12345

Plaintiff

-vs-

JUDGE EVEN J. HAND

MARVELLA LAWLESS

NOTICE OF DEPOSITION

Defendant

PLEASE TAKE NOTICE that on the 1<sup>st</sup> Day of June, YR at 1:00 p.m. plaintiff's counsel will depose defendant MARVELLA LAWLESS of 640 Scuttle Road #205, Catonah, Ohio. The deposition will be conducted at 4114 East 52nd Street, Catonah, Ohio. The deposition will be taken under oath and will continue from day to day until completed.

Shirley Penn Wills  
SHIRLEY PENN WILLS  
Reg. No. 000666  
Counsel for plaintiff  
4114 East 52nd Street  
Catonah, Ohio

CERTIFICATION OF SERVICE

Plaintiff's counsel hereby certifies that service of Notice of Deposition has been made by first-class mail on April 25, YR, upon the following:

Champion D. Underdog, Esq.  
Attorney for Defendant  
Catonah Legal Aid Society  
33 Main Street  
Catonah, Ohio

Shirley Penn Wills  
SHIRLEY PENN WILLS  
Counsel for Plaintiff

CATONAH MUNICIPAL COURT  
CATONAH COUNTY, OHIO

CATONAH METROPOLITAN  
HOUSING AUTHORITY

CASE NO. 95-CVG-12345

Plaintiff

-vs-

JUDGE EVEN J. HAND

MARVELLA LAWLESS

JURY INSTRUCTIONS

Defendant

1. Defendant is a tenant in public housing. Tenants in public housing may not be evicted except for material breach of the lease or other good cause. Federal regulations provide that tenancy may be terminated only for “serious or repeated violation of material terms of the lease...or for other good cause.” 24 CFR 966.4(1)(2). “Material” means “important” or “substantial.” Conduct constitutes “other good cause” if it seriously affects the well-being of the project as a whole. The basic standard for both material noncompliance and other good cause is the strength of the relationship between the offending conduct and the overall security of the project and its tenants. There is conduct that violates a tenant’s lease obligations but is nonetheless not grounds to terminate the tenancy.

2. Federal regulations specifically provide that criminal activity that threatens the health, safety or right to peaceful enjoyment of public housing premises by other residents shall be cause for termination of tenancy. The regulations state grounds for eviction exist if such criminal activity is engaged in by the tenant, any member of the household, a guest, or another person under the tenant’s control.

3. Plaintiff is seeking to terminate defendant’s tenancy on the grounds the defendant breached

several provisions of her lease: paragraphs (A), (D), and (M) of Section 9, Resident's Obligations.

4. Section 9(M) of the lease requires defendant to conduct herself, and cause other persons who are on the premises with her consent to conduct themselves, in a manner that will not disturb her neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the estate in a decent, safe and sanitary condition.

5. A tenant is not responsible for the acts of another, even a family member, on public housing property unless the other person is a member of tenant's household, or a guest or invitee of the tenant. If you find that at the time of the stabbing Sweetie Lawless was not a member of defendant's household and was not a guest or invitee of the defendant, you should bring a verdict in favor of the defendant as to violation of paragraph 9(M) of her lease.

6. Public housing tenants are not strictly liable for the conduct of their guests. Public housing tenants may be evicted for the conduct of their guests only when there is some nexus between the imposition of the sanction of eviction and the tenant's own conduct. A public housing tenant may not be evicted for the conduct of a guest if any of the following apply:

a. The tenant neither knows nor has reason to know the guest is inclined to engage in improper activity;

b. The tenant could not have foreseen or prevented the improper activity; or

c. The tenant neither knows nor has reason to know the guest engaged in improper activity.

7. If you find that at the time of the stabbing Sweetie Lawless was a guest of the defendant, you should return a verdict in favor of the defendant as to violation of paragraph 9(M) if you also find that either (a) the defendant did not know or have reason to know Sweetie was inclined to commit violent acts, or (b) the defendant could not have foreseen or prevented the stabbing.

8. Plaintiff claims defendant materially breached paragraphs 9(A) and 9(D) of her lease by permitting her sister, Sweetie Lawless, to reside with her as an unauthorized occupant. Defendant's lease permits her to give reasonable accommodation to guests and visitors.

9. The law does not provide a hard and fast rule for determining whether a person is a permitted guest or an unauthorized occupant. Factors to consider in distinguishing between a guest and an occupant include: (a) the number of days per week or length of continuous stay; (b) any use of another residence; (c) where clothes and other personal belongings are kept; (d) where meals are eaten; (e) where mail is received; (f) address used for driver's license and other documents; and (g) other indicia of residency.

10. Whether having an unauthorized occupant constitutes a material breach of the lease may be a question of fact. However, where an adult occupant other than the leaseholder commits a material breach of the lease, the tenancy of the entire household may be terminated.

11. If you determine that at the time of the stabbing Sweetie Lawless was a member of defendant's household and that Sweetie Lawless engaged in criminal activity that threatened the health, safety or right to peaceful enjoyment of Lincoln Estates by other residents, you should return a verdict in favor of the plaintiff.

# CMHA

## Catonah Metropolitan Housing Authority

### NOTICE OF TERMINATION AND INVITATION TO EXPLAIN

Date.: March 6, YR

Our office has received information that you have violated your dwelling lease (SEE ATTACHED).

Because of these violation(s), CHMA is exercising its right to refuse rent payments from you pending this eviction action. You will, however, be held responsible for any and all monies owed to CHMA (ALSO SEE ATTACHED).

Since this is in violation of your lease, you are hereby notified that, unless this matter is resolved with our office, your lease will terminate thirty (30) days from this date and eviction proceedings will be filed thereafter,

You are requested to come into the Management Office tomorrow, WEDNESDAY March 8 at 11:30 AM to make such reply or explanation as you may wish. Should this time be inconvenient and you are unable to keep this appointment, please contact us or a member of the Management staff by telephone at \_\_\_\_\_ as soon as possible so another appointment can be arranged. To avoid further action regarding this matter, please do not fail to contact us so that we can hear any reply or explanation you may wish to make. I look forward to hearing from you.

Very truly yours,

I B Manager  
Manager

CERTIFICATION: (Check one)  *Personal Service*

*Residential Service*

*Board of Commissioners*

*EXHIBIT B*

ATTACHMENT TO NOTICE OF TERMINATION

MS. MARVELLA LAWLESS  
SCUTTLE ROAD, #205  
CATONAH, OHIO

LINCOLN ESTATES

ON OR ABOUT FEBRUARY 15, YR AT APPROXIMATELY 1925 HOURS, CMHA POLICE OFFICERS SMITH AND RICHARD WERE CALLED TO 640 SCUTTLE IN THE COURTYARD AREA.

IT WAS NOTED AT THIS TIME THAT A YOUNG MALE WAS LYING IN THE COURTYARD, WITH STAB WOUNDS TO THE CHEST AREA. THIS YOUTH WAS IDENTIFIED AS DELRAY GAINES. HIS DATE OF BIRTH WAS LISTED AS 10/01/80.

ON THE SCENE ALSO AT THIS TIME WAS THE VICTIMS SISTER, MS. JUNETTE GAINES OF 650 SCUTTLE #158. MS. GAINES STATED THAT "SHE STABBED MY BROTHER". IT WAS LATER ASCERTAINED BY OFFICERS THAT "SHE" UTILIZED IN THIS RESPECT, WAS IN REFERENCE TO MS. SWEETIE LAWLESS.

MS. MARVELLA LAWLESS PROVIDED INFORMATION TO THE OFFICERS CONCERNING THE NATURE OF THE DISAGREEMENT BETWEEN DELRAY GAINES AND HER SISTER SWEETIE LAWLESS. SHE ALSO INDICATED THAT SHE OBSERVED SWEETIE LAWLESS "GO AFTER THE VICTIM WITH SCREWDRIVER, USED AS A WEAPON, A BOTTLE, AND EVENTUALLY A KNIFE".

MS. MARVELLA LAWLESS, OF 640 SCUTTLE #205, IDENTIFIED THE SUSPECT AS HER SISTER SWEETIE LAWLESS. SHE POINTED OUT TO POLICE OFFICERS ON THE SCENE THE POSSIBLE DIRECTION IN WHICH THE ASSAILANT RAN, AFTER THE ASSAULT ON THE VICTIM.

OTHER WITNESSES CAME FORWARD TO TELL WHERE MS. LAWLESS FLED, AFTER THE STABBING. CMHA OFFICERS FOLLOWED THE DIRECTION THAT MS. LAWLESS FLED IN, AND LOCATED A WEAPON, CPD OFFICERS LATER APPREHENDED MS. LAWLESS AFTER INFORMATION WAS GATHERED CONCERNING A VEHICLE THAT SHE WAS OBSERVED ENTERING AND THEN

LEAVING THE CRIME SCENE IN.

OFFICER ON THE SCENE OBTAINED INFORMATION THAT MS. SWEETIE LAWLESS HAD BEEN RESIDING AT 640 SCUTTLE \*205, EVEN THOUGH NOT OFFICIALLY ON THE LEASE. SHE WAS THEN PLACED IN CUSTODY. THE VICTIM WAS TRANSPORTED TO GARLAND CHILDRENS HOSPITAL, WHERE HE WAS PRONOUNCED DEAD-ON-ARRIVAL.

THE SEVERITY OF THIS SITUATION HAS NECESSITATED THAT CMHA INITIATE AN EVICTION ACTION AGAINST YOU. BEING THE LEASEHOLDER , YOUR LEASE IN ARTICLE 9, SECTION M AND N DESCRIBES YOUR RESPONSIBILITY FOR PERSONS IN YOUR IMMEDIATE HOUSEHOLD AND ANY GUEST YOU MAY ENTERTAIN.

CATONAH METROPOLITAN HOUSING AUTHORITY

NOTICE TO LEAVE PREMISES

TO: Marvella Lawless

You will please note that we want you to leave thin premises you now occupy no later than three (3) days from the date of this notice, and which you have rented from us, situated and described as 640 Scuttle Road #205, ESTATE OF Lincoln Estates together with the lot of land on which said premises are located

FOR--CAUSE.

YOU ARE BEING ASKED TO LEAVE THE PREMISES. IF YOU DO NOT LEAVE, AN EVICTION ACTION MAY BE INITIATED AGAINST YOU. IF YOU ARE IN DOUBT REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS AS A TENANT, IT IS RECOMMENDED THAT YOU SEEK LEGAL ASSISTANCE.

If legal action must be instituted, you may be required to pay court costs and attorney fees incurred. But if you choose to contest the legal action, Catonah Metropolitan Housing Authority must prove that the reasons upon which it originally relied constituted good cause for eviction.

CERTIFICATION: X Personal Service        Residential Service

By: I. B. Manager  
Name & Title

Date: April 21, YR

R.122192

EXHIBIT C

Date:

CATONAH METROPOLITAN HOUSING AUTHORITY  
DWELLING LEASE

Estate Lincoln Dwelling or Account Number \_\_\_\_\_  
Bedroom Size 3

1. DESCRIPTION OF THE PARTIES AND PREMISES

on this 20th day of January, YR-2, the Catonah Metropolitan Housing Authority (Management) does hereby lease to Marvella Lawless (Resident), for use by members of Residents household, the dwelling unit described below:

Address: 640 Scuttle Rd. #205

The members of Resident's household are: Jason Lawless, Devon Lawless, Lavonda Lawless provided that this list say be amended in Resident's latest application for Redetermination of Rent and/or Report on Family Composition (see Section 7), which are incorporated herein by reference.

2.. TERM AND RENEWAL.

The initial term of this lease begins February 1, YR-2 and ends at midnight Jan. 31, YR+1. After the initial term, the term of this lease shall be one month. The lease shall be automatically renewed at the end of each term, until and unless it is terminated by either party in accordance with the provisions of Section 15.

3. AMOUNT AND DUE DATE OF RENTAL PAYMENTS, AND CHARGES FOR LATE PAYMENTS

A. The initial term is at a rental of \$32. This rental shall be due and payable by the first day of this term.

B. Each month, beginning Feb. 7, YR-2 , monthly rent of \$ 32 shall be due and payable by the tenth day of the month or the next working day thereafter in the event that the tenth day is a Saturday, Sunday or holiday. This rent will remain in effect unless adjusted in accordance with the provisions of Section 7.

C. A charge of \$10.00 will be made as a penalty for late payments received after the tenth day of the month or the next working day thereafter in the event that the tenth day is a Saturday, Sunday or holiday. When this late payment penalty charge is assessed, Resident must pay the charge with his/her next rent payment. A penalty for late payment of rent shall not be assessed for any month in which Resident has made timely rent payments in accordance with a payment plan previously approved by Management. Also, a penalty for late payment of rent shall not be assessed if Resident has a good cause for being late in his/her rent payment and Resident, on or before the date on which the rent is due, has informed Management of the good cause. The burden is on Resident to furnish reasonable proof of a good cause. For purposes of this paragraph, good cause includes, but is not limited to, unexpected medical costs recently incurred by Resident; theft of Resident's property; and late receipt by Resident of a government entitlement payment, provided Resident is not responsible therefor. Non-assessment of the penalty for late payment of rent for good cause shall not affect Resident's obligation to pay the monthly rental set forth in paragraph 3. above, or CMHA's right to terminate the lease if Resident fails to pay such rent at such time.

EXHIBIT A

D. Management shall accept rent payments tendered by Resident without regard to any other charges owed by Resident, except payment of the security deposit. This paragraph does not require Management to accept rent payments tendered by Resident after Management has served upon Resident the notice to vacate required by State Law (i.e., Section 1923.04, Revised Code).

#### 6. SECURITY DEPOSIT

Resident agrees to pay \$ \_\_\_\_\_ as a security deposit to be used by Management at the termination of this lease toward reimbursement of the cost of repairing any damage (other than ordinary wear and tear) to the dwelling unit, estate buildings, facilities, or common areas, caused by Resident, his/her household, or persons on the premises with the consent of Resident or members of his/her household, and any rent or other charges owed by Resident. Payment of the security deposit is to be made, at Resident's option, either on the date of this lease or by payment of \$ \_\_\_\_\_ per month, on or before the due date for rental payment in the month, for three consecutive months, commencing with the initial month of occupancy. Management shall, deposit such security deposit in an interest bearing account, and use such interest for general tenant services and/or activities. Management agrees to return the security deposit to Resident within thirty days, after Resident vacates, less any deductions for any of the costs indicated above. If such deductions are made, Management will give Resident a written statement of any such costs for damages and/or other charges to be deducted from the security deposit. The security deposit may not be used to pay rent or other charges while Resident occupies the dwelling unit.

#### 5. SERVICES AND EQUIPMENT INCLUDED IN RENT; CHARGES IN ADDITION TO RENT

A. The monthly rent set forth in Section 3 shall include services, equipment and utilities furnished by Management without additional costs, as set forth in the attached Schedule of Services, Equipment and Utilities and incorporated herein by reference; provided that the Schedule of Services, Equipment and Utilities may be changed from time to time in accordance with the provisions of Section 20.

B. Reasonable charges will be assessed to Resident for maintenance and repair necessitated by Resident's failure or refusal to fulfill Resident's Obligations set forth in Section 9 at the rates contained in the Schedule of Charges, attached hereto, posted in the estate office, and incorporated herein by reference; provided such Schedule of Charges may be changed from time to time in accordance with the provisions of Section 20. If Resident is occupying the premises, Management shall not assess a charge to Resident pursuant to this section until the condition in issue has been repaired and/or remedied.

C. Resident may be charged for consumption of utilities in excess of the amounts provided by Management at the rates contained in the Schedule of Services, Equipment and Utilities attached hereto and incorporated herein by reference, which Schedule is in accordance with the current utilities Schedule posted in the estate office which Schedule may be changed from time to time in accordance with the provisions of Section 20.

## 6. DUE DATE OF CHARGES

Charges made in accordance with Section 5 or Section 7.C. shall be due and payable by the tenth day of the second month following the month in which the charge is made, or the next working day thereafter in the event that the tenth day is a Saturday, Sunday or holiday.

## 7. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

### A. Regular Redetermination of Rent, Dwelling Size and Eligibility

Once every year or upon request by Management when it is not possible to determine a family income with any reasonable degree of accuracy at the time of admission or regular redetermination, Resident agrees to furnish accurate information and certifications to Management as to family income, assets and composition for use by Management in determining whether the rental, should be changed, whether the dwelling size is still appropriate for Resident's needs and whether Resident is still eligible for low rent housing. This determination will be made in accordance with the approved Schedule of Rents and Statement of Income and Occupancy Limits available in the estate office. Rent as fixed in Section 3 or as adjusted pursuant to this paragraph will remain in effect for the period between regular rent redeterminations, unless during such period there is an interim redetermination pursuant to paragraph B, below.

### B. Interim Redetermination of Rent

An interim redetermination of rent (i.e., a redetermination of the rent between regular redeterminations of rent) shall be made when:

- (i) Resident furnishes accurate information and certification to Management of a change in family income, family size, or other circumstances which justify a reduction in rent pursuant to the approved Schedule of Rents; or
- (ii) It is found that Resident has misrepresented to Management the facts upon which his/her rent is based, or has failed to furnish to Management accurate information and certifications in accordance with paragraph A, above, so that the rent Management is charging Resident is less than it should be pursuant to the approved Schedule of Rents.

### C. Retroactive Rent Charge

When Resident has misrepresented to Management the facts upon which his/her rent is based, or has failed to furnish to Management accurate information and certifications in accordance with paragraph A, above, so that the amount of rent Resident has been charged is less than it should have been, Resident will, be assessed a retroactive rent charge. The amount of the retroactive rent charge shall be the additional amount of rent resident would have been charged if there had not been this misrepresentation or failure to furnish information and certifications.

### D. Notice of Rent Adjustment

In the event of any rent adjustment pursuant to paragraph A or B, above, Management will mail or deliver a "Notice of Rent Adjustment" to Resident by the methods listed in Section 14. The "Notice of Rent Adjustment" shall contain the following information:

- (i) The new rental amount and the date it will be effective; and
- (ii) Resident's right to file a grievance under the CHMA grievance procedure if he/she disputes the redetermination.

E. Date of New Rent

Rent decreases, pursuant to paragraph A or B, above, shall become effective on the first of the month following the date on which Resident furnishes to Management the necessary information and certification for processing the rent decrease.

Rent increases., pursuant to paragraph A or B, above, shall become effective on the first of the month following the service of the notice of rent adjustment. However, if the rent increase is the result, in whole or in part, of a finding of misrepresentation or of failure to furnish accurate information and certifications, Resident shall be assessed, in addition, the retroactive rent charged under paragraph C, above.

F. Interim Reporting. on Family Composition

Between regular redeterminations of rent, Resident shall report to Management any permanent change in the family composition within ten days of its occurrence.

G. Transfer to Accommodate Changes In Family Size

If Management determines that the size of the dwelling unit is no longer appropriate to Resident's needs, based on CHMA's occupancy standards, Management may amend this lease, by notice to Resident in accordance with Section 14, so that Resident will be required to move to another unit within the estate, when available, provided the unit is safe, decent and sanitary; or, if there is no suitable unit located within the estate, to another unit within the Authority, when available, provided the unit is safe, decent and sanitary. If Resident is required to move, pursuant to this paragraph, he/she shall be given a reasonable time (not less than ninety days, unless otherwise required by applicable Local, State or Federal Law) in which to do so.

H. Transfer for Cause at Resident's Request

If Resident can show good cause for requesting a transfer to another dwelling unit in the same or another CHMA estate, such request shall be granted by Management and implemented in accordance with CHMA transfer procedures. For purposes of this paragraph, good cause includes, but is not limited to: health reasons; and inaccessibility to source of employment, children's day care, or medical care and services.

8. OCCUPANCY OF THE DWELLING UNIT

Resident shall have the right to exclusive use and occupancy of the leased premises, which shall include reasonable accommodation of Resident's guests or visitors. Consent of the Management is required for case of foster children and live-in care of a member of Resident's family, to assure the dwelling unit is adequate and/or live-in care is appropriate.

9. RESIDENT'S OBLIGATIONS

By signing this lease Resident agrees and is hereby obligated:

- A. Not to provide accommodations for boarders or lodgers.
- B. Not to assign the lease or to sublease the premises.

- C. Not to keep any four-legged pet (such as a dog or a cat) in the dwelling unit, unless a member of resident's household needs the pet because he/she is blind or deaf and Resident has notified Management of the pet.
- D. To use the premises solely as a private dwelling for Resident and Residents household, as identified in accordance with the provisions at Section 1, and not to use or permit its use for any other purpose.
- E. To abide by the necessary and reasonable "Conditions of Occupancy" now in effect and adopted by Management for the benefit and well-being of the housing estate and the residents, which are contained in the Resident Handbook and posted in the estate office, and which are incorporated by reference herein. The "Conditions of Occupancy" may be amended from time to time in accordance with the provisions of Section 20. A copy at the Resident Handbook shall be given to Resident at the time he/she executes this lease.
- F. To comply with all obligations imposed upon Resident by applicable provisions of building and housing codes materially affecting health and safety.
- G. To keep the premises and such other areas as may be assigned to him/her for his/her exclusive use in a clean and safe condition. This obligation requires Resident, among other things, to comply with the Schedule of Maintenance Responsibilities attached hereto and incorporated herein by reference. The Schedule of Maintenance Responsibility may be changed from time to time in accordance with the provisions of Section 20.
- H. To dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner.
- I. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances, including elevators.
- J. To refrain, and to cause his/her household, and persons on the premises with the consent of Resident or members of his/her household to refrain, from destroying, defacing, damaging, or removing any part of the premises or estate.
- K. To notify Management promptly of known need for repairs to him/her dwelling unit, and other areas to which resident has the right to exclusive use and occupancy.
- L. To pay reasonable charges (other than for ordinary wear and tear) for the repair of damages to the premises, estate buildings, facilities, or common areas caused by Resident, his/her household or persons on the premises with the consent of Resident or members of his/her household.
- M. To conduct himself/herself, and cause other persons who are on the premises with the consent of Resident or members of his/her household to conduct themselves, in a manner which will not disturb his/her neighbor, peaceful enjoyment of their accommodations and will be conducive to maintaining the estate in a decent, safe and sanitary condition.
- N. To refrain from illegal or other activity which impairs the physical or social environment of the estate.

#### 10. MANAGEMENT'S OBLIGATIONS

Management is obligated:

- A. To maintain the premises and the estate in a decent, safe and sanitary condition.
- B. To comply with requirements of applicable local, state and federal law and/or regulations materially affecting health and safety.
- C. To make repairs to the premises necessary to comply with the requirements at this section, and to make such repairs with reasonable promptness.
- D. To keep estate buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
- E. To maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Management.
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of ashes, garbage, rubbish and other waste removed from the premises by the Resident in accordance with Section 9.
- G. To supply running water and reasonable amounts of hot water and reasonable amounts at heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for the purpose, or where heat or hot water is generated by an installation within the exclusive control of Resident and supplied by a direct utility connection.
- H. To provide to Resident, at the time of initial occupancy and each rent adjustment thereafter, a written list of all of the deductions that may be used in computing family income under the Brooke Amendment rent formula.
- I. To recognize the right of, and to encourage, Resident and the members of his/her household to participate in Resident Council activities.

#### 11. INSURANCE

Management and Resident hereby jointly waive all rights of recovery against each other to the extent that payment for any loss or damage to the dwelling unit, or to personal property therein, is made under fire and extended coverage insurance, vandalism and malicious mischief insurance, or similar insurance, whether said property is owned by Management or Resident.

#### 12. DETECTS HAZARDOUS TO LIFE, HEALTHY AND SAFETY

Residents shall immediately notify Management of damage to the premises which creates conditions which are hazardous to life, health or safety of the occupants. Management shall be responsible for repair of the unit within a reasonable time, which shall not exceed seventy-two hours from the time of Resident's reporting of said conditions to Management. If the damage was caused by Residents household or persons on the premises with the consent of Resident or members of his/her household, the reasonable cost of the repairs shall be charged to Resident. If repairs of such defects are not made or temporary, standard, alternative accommodations are not offered to Resident within the aforementioned reasonable

time, then Residents rent shall abate in proportion to the seriousness of the

damage and loss in value in a dwelling, during the entire period of the assistance of such defect while he/she is residing in the unrepaired dwelling. Rent shall not abate if Resident rejects unreasonably the temporary, standard, alternative accommodations, or if the damage was caused by Resident, his/her household, or persons on the premises with the consent of Resident or members of his/her household. Any abatement claimed by Resident shall not become effective unless and until (A) Management consents to same, (B) a grievance requesting such abatement filed pursuant to the CHMA grievance procedure is finally determined in favor of Resident, or (C) the requisite conditions for such an abatement have been found to exist by a competent court of law. Until one of the above three events occurs, Resident shall pay his/her rent when due to CHMA, into the grievance account established pursuant to the CHMA grievance procedure or in any other manner authorized by applicable State Law.

### 13. INSPECTIONS

Management and Resident, and Resident's representative if any, shall inspect the dwelling unit prior to commencement of occupancy by Resident. Management shall give Resident a written statement of the condition of the premises, the dwelling, unit and the equipment provided with the unit. The statement shall be signed by Management and Resident, and a copy shall be retained by Management in Resident's folder. Resident is entitled to request an amendment of the inspection statement, within seven days after he/she commences occupancy, in order to add thereto any repair, replacement, or adjustment, for which the necessity existed prior to the commencement of his/her occupancy, but which was not discovered during the original inspection. If Resident furnishes to Management reasonable proof in support of this request, then Management shall amend the inspection statement as requested.

Resident agrees that, upon reasonable advance notification, the duly authorized agent, employee, or representative of Management (with proper CHMA identification) will be permitted to enter Resident's dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance (including extermination), making improvements or repairs, or showing the premises for re-leasing. A written statement specifying the purpose of the Management entry delivered to the premise, at least forty-eight hours before such entry shall be considered reasonable advance notification. Unless the entry is for a purpose which requires entry into more than one dwelling unit at or about the same time (e.g., extermination) or which, for some other reason, cannot reasonably be postponed, Resident may request of Management an alternative date for such entry which must be a working day and within five working days of the date requested by Management; and Management shall grant such request upon a showing of good cause such as illness or the inability of Resident to be at the premises on the date and at the time requested by Management. However, Management shall have the right to enter Resident's dwelling unit, without prior notice to Resident, if Management reasonably believes that an emergency exists which requires such entrance, or if an adult member of Resident's household gives permission for such entrance. In

the event that Resident and all adult members of his/her household are absent from the premise at the time of any entry, Management shall leave in the premises, prior to leaving the premises a written statement of the date, time, purpose of entry, names of the persons who entered, and their activity at the premises.

When Resident vacates, Management will inspect the dwelling unit and give or send Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or his/her representative may join in such inspection, unless he/she has vacated without notice.

#### 14. LEGAL NOTICE

Any notice required hereunder, unless otherwise specified herein, will be sufficient if and only if delivered in writing to Resident personally, or to an adult member of his/her family residing in the dwelling unit, or sent by prepaid first class mail properly addressed to Resident. Notice to Management must be in writing, and either delivered to a Management employee at the Management Office of the estate within which Resident resides or at the Central Office of CHMA, or sent to Management by prepaid first class mail, properly addressed.

#### 15. TERMINATION OF THE LEASE

Resident may terminate this lease at any time by giving Management, in the manner specified in Section 14., prior written notice of not less than fourteen days. Resident agrees to leave the dwelling unit in a clean and good condition, ordinary wear and tear excepted, and to return the keys to Management when he/she vacates. Management may terminate or refuse to renew the lease for, and only for, serious or repeated violation of material terms of the lease (such a failure to make payments due under the lease or to fulfill Resident's Obligations set forth in Section 9 or to sign an amendment to the terms of this lease made in accordance with Section 20) or other good cause. To terminate this lease, Management must give Resident, in the manner specified in Section 14, prior written notice of not less than:

- (i) Fourteen days in the case of failure to pay rent;
- (ii) A reasonable time commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of other residents or management employees or agents; and
- (iii) Thirty days in all other cases.

The written Notice of Termination from Management to Resident shall state the reasons for the termination, and shall inform Resident of his/her right to make such reply as he/she may wish and of his/her right to request a hearing in accordance with the CHMA Grievance Procedure.

Written Notice of Termination, by either party to this lease, may be given on any day of the month.

The Notice to Vacate required by State Law (i.e., Section 1923.04., Revised Code) shall not be served upon Resident until after the expiration of the written notice required of Management by this paragraph; and, if Resident has filed properly a grievance, pursuant to the CHMA grievance procedure concerning the proposed termination of his/her lease, the Notice

to Vacate shall not be served upon Resident unless and until CHMA is authorized, by the results of the grievance, to initiate an eviction action against Resident, provided that all rent is paid to CHMA or deposited in the grievance account pursuant to the CHMA grievance procedure.

#### 16. GRIEVANCE PROCEDURE

Any dispute arising under this lease may be processed and resolved pursuant to the CHMA grievance procedure which is in effect at the time such dispute arises, which procedure is posted and available in the estate office and incorporated herein by reference. However, the failure of Resident to file a grievance, in accordance with the CHMA grievance procedure, regarding any such dispute shall not constitute a waiver of, nor affect in any manner, whatever rights Resident may have in a judicial proceeding against Management concerning the dispute.

#### 17. REMOVAL OF RESIDENT'S PERSONAL PROPERTY ON TERMINATION

Resident agrees to remove immediately, upon the termination of this lease all furniture and other personal property from the premises, and hereby appoints and constitutes Management as his/her agent to place such property left on the premises in storage in the name of Resident, the cost thereof to be borne by Resident, or to dispose of same in such manner as in its discretion appears best, and Management shall have no further responsibility, financial or otherwise, in connection therewith.

#### 18. CUMULATIVE RIGHTS

Each and every one of the rights and remedies specified herein are cumulative and the exercise of any right or remedy does not waive other rights under the lease or the law. The failure to exercise any right or remedy under the lease or law shall not be a waiver thereof, but may be exercised later.

#### 19. POSTING AND FURNISHING SCHEDULES, AND CONDITIONS OF OCCUPANCY

The Schedule of Charges, the Schedule of Services, Equipment and Utilities, the Schedule of Maintenance Responsibilities, and the Conditions of Occupancy, which are attached to the lease and/or incorporated into the lease by reference, shall be publicly posted in a conspicuous manner in the estate office and shall be furnished to Resident upon request.

#### 20. CHANGES

A. The Schedule of Charges, the Schedule of Services, Equipment and Utilities, the Schedule of Maintenance Responsibilities, and the Conditions of Occupancy, which are attached to the lease and/or incorporated into the lease by reference, may be modified, and Amendments of the terms of this lease originated by Management or required by the Department of Housing and Urban Development (amendments) may be made, from time to time by Management, provided that Management shall give at least thirty days written notice to each affected Resident setting forth the proposed modification or Amendment. A copy of such notice of proposed change shall be given to each affected Resident by:

- (i) Delivering it directly or mailing it to each resident; or

(ii) Posting it in at least three conspicuous places within such structure or building in which the effected dwelling units are located, and in a conspicuous place at the estate office; and delivering or mailing to each resident a notification that Management has proposed a change in the lease, schedules, and/or conditions of occupancy, that such proposed change is available upon request at the estate office, and that Resident has an opportunity, for a period of 30 days, to present written comments which shall be taken into consideration by Management prior to the adoption of the proposed change(s).

B. Changes in the Schedule of Charges, the Schedule of Services, Equipment and Utilities, the Schedule of Maintenance Responsibilities, the Conditions of Occupancy, and/or Resident's rent shall be made in writing and signed by Management for such changes, the signature of Resident is not required. All amendments to the terms of this lease shall be made in writing and signed by Management and Resident. Management shall give affected Resident a copy of any change made to the Lease, schedules (excluding schedule of Changes), and/or Conditions of Occupancy, after the 30 day comment period, by delivering it directly or mailing it to the Resident.

C. This Lease, together with any future adjustment in rent, and together with any changes in the schedules or Conditions of Occupancy, referred to herein, and Amendments, made in accordance with the provisions of this Section, evidence the entire agreement between the Management and Resident.

Signed and dated by both parties:

In witness whereof, the parties have executed this Lease Agreement this 10 day of January, YR-2, at CATONAH, Ohio.

RESIDENT: Marvella Lawless

WITNESS: \_\_\_\_\_

RESIDENT: \_\_\_\_\_

BY: I. B. Manager

TITLE: Manager

OFFENSE REPORT

and multi-purpose  
report form

17. UNIT 108-9			18. BEAT 109			19. DIST. 1			20. REP AREA 2			1. VICTIM'S NAME (LAST, FIRST, MIDDLE) GAINES, DeRay			2. COMPLAINT NO 95-02565		
22. DISPATCHED AS: ONVIEW			23. DISPATCH 1925			3. VICTIM'S ADDRESS 640 SC #158			4. VICTIM'S PLACE OF EMPLOYMENT OR SCHOOL UNKNOWN			5. BUS PHONE N/A					
24. ADDRESS DISPATCHED TO 640 SCUTTLE			25. RETO SER. 2130			6. VICTIM'S SEX, RACE, AGE & LOCATION OF OFFENSE ADDRESS BIK MILE 1445 640 SCUTTLE			7. REPORTING PERSON'S NAME ONVIEW			8. BUS PHONE N/A					
28. DESCRIBE LOCATION-TYPE PREMISES 3 STORY WALK-UP UNITS			9. REPORTING PERSON'S ADDRESS N/A			10. BUS PHONE N/A			11. REPORTING PERSON'S ADDRESS N/A			12. BUS PHONE N/A					
31. VICT. OCCUP. STUDENT			32. HOURS OF EMPL. N/A			33. SOBRIETY N/A			13. DATE AND TIME OCCURRED 4-15-95 1925			14. DATE AND TIME REPORTED 4-15-95 2200					
30. REQUESTED CORONER <input type="checkbox"/> AMB <input type="checkbox"/> YOW <input type="checkbox"/> NCICCK <input type="checkbox"/> APB RADIO <input type="checkbox"/> T. TYPE <input type="checkbox"/> OTHER <input type="checkbox"/>			15. CRIME OR INCIDENT HOMICIDE/NAMED SUSPECT			16. CLASSIFICATION											
21. NAME MARVELLA LAWLESS			AGE 23			BEST CONTACT ADDRESS 640 SCUTTLE 205			BEST PHONE UNK.			OTHER PHONE N/A					
21. NAME TIM RICH HALL			AGE 25			BEST CONTACT ADDRESS 2400 E. 64th #253			BEST PHONE 431-9616			OTHER PHONE N/A					
32. NAME AND ADDRESS SEX, RACE, AGE, DESCRIP - ARR NO SWEETIE LAWLESS BIK MILE D.O.B. 9-1-92			NAME AND ADDRESS, SEX, RACE, AGE, DESCRIP - ARR NO AND OTHER INFORMATION ON			VEH. COLOR(S) YEAR MAKE MODEL LIC. - YEAR-STATE-											
33. QTY DESCRIPTION BIKE - COLOR - MODEL - STYLE - MAT - COND. I			SERIAL NO.			WHERE LOCATED			VALUE NEW			AGE VALU NEW					
N/A																	
34. VICTIM TAKEN TO GARLAND children			35. TRANSPORTED BY C.F.D. Rescue			36. DESCRIBE INJURIES STAR WOUND TO MID CHEST			37. CONDITION DECEASED								
38. HT. WT. HAIR EYES			COMP. MAT COAT JACKET SWEATER BLOUSE/SHIRT SKIRT/TROUSERS SHOES			JEWEL											
39. POSSIBLE CAUSE OF ABSENCE N/A			40. COMPETEN BY PHYSICAL			41. PAST RECORD, OTHER DATA, ID, MONEY CARRIED											
DESTINATION 1			MENTAL														
42. NARRATIVE (1) Continuation of above items (indicate "item number" continued at left.) Include additional victims, witnesses and suspect as outlined above. (2) Describe points of incident. (3) Describe evidence and property and indicate disposition. (4) M.O. how done - (a) A, what point - With what tool or weapon - (b) Other set of trademark (5) If complaint is unfounded explain why																	
SEE PAGES 2 thru 5																	
FBI																	
43. REPORTING OFFICER SMITH			NO. 94			44. CASE STATUS (Status must be indicated for all cases, including non-criminal incidents.) OPEN <input type="checkbox"/> PENDING <input type="checkbox"/> CLOSED <input type="checkbox"/> SUSPENDED <input type="checkbox"/> CASE DISPOSITION TO POSITION OF CRIMINAL CASE MAY BE INDICATED AS APPROPRIATE UNFOUNDED			46. DATE/TIME TYPED			47. REPRODUCED BY					
3ND OFFICER RICHARDS			NO. 03			48. UNIT REFERRED TO			49. UCR DISPOSIT								
45. SUPERVISOR APPROVING			NO.			50. REVIEWER			NO.			PAGE NO 1 OF 1					

SUPPLEMENTAL REPORT

1. EVIDENCE NUMBER		2. ARREST CITATION OR SUMMONS NO.		3. COMPLAINT NO. 95-02563	
4. NAME OF COMPLAINANT, DRIVER NO. (VICTIM OR ARRESTEE) GAINES, Delroy			5. DATE OF THIS REPORT 4-15-95		6. DATE OF ORIGINAL OCCUR. 4-15-95
7. FORM USED AS CONTINUATION SHEET FOR CURRENT REPORT			8. OFFENSE, CHARGE OR INCIDENT ON ORIGINAL REPORT Homicide/Named Suspect		
9. FORM USED TO REPORT FOLLOWUP INVESTIGATION OR SUPPLEMENTAL INFORMATION			10. CORRECT OFFENSE OR INCIDENT CLASSIFICATION CINDO		
11. KIND OF REPORT CONTINUED <input checked="" type="checkbox"/> OFFENSE <input type="checkbox"/> TRAFFIC ACC.			12. MULTIPLE CLEARANCE <input type="checkbox"/> YES <input type="checkbox"/> NO		
<input type="checkbox"/> ARREST <input type="checkbox"/> VEHICLE <input type="checkbox"/> OTHER			<input checked="" type="checkbox"/> YES (LIST OTHER COMPLAIN NO. IN NARRATIVE) <input type="checkbox"/> NO		
13. INSTRUCTIONS FOR FOLLOWUP: Under narrative record your activity and all developments in the date subsequent to last report. Describe and record value of any property recovered, name and arrest numbers of persons arrested. Explain any offense classification change. Clearly show disposition of recovered property and inventory no. recommend to supervisor case status and to reviewer UCH disposition. Indicate item no. continued at left, if any.					

13. ON 4-15-95 AT APPROXIMATELY 1925 HRS. UNIT 108-9 OFFICERS SMITH #94 AND RICHARDS #03 WERE ON PATROL IN THE AREA OF 640 SCOTTLA WHEN OFFICERS OBSERVED A LARGE CROWD IN THE COURT YARD OF 640 SCOTTLA. A UNIDENTIFIED MALE SHOUTED SOMEONE HAS BEEN STABBED OVER HERE. OFFICERS SMITH #94 AND RICHARDS #03 ENTERED COURT YARD OF 640 SCOTTLA THROUGH THE BUNDY RD. ENTRANCE TO COURTYARD TO FIND A BLACK MALE LATER IDENTIFIED AS DELROY GAINES D.O.B. 10-1-80 LAYING ON CONCRETE PAVEMENT BETWEEN UNITS 156 AND 157 OF 640 SCOTTLA. OFFICERS APPROACHED SCENE TO FIND JUNETTE GAINES SCREAMING "SHE STABBED MY BROTHER". IT WAS DETERMINED LATER JUNETTE GAINES 9-9-73, 268-82-5775, WAS SISTER OF VICTIM. A BLACK MALE LATER IDENTIFIED AS FRED EISH WAS HOLDING A TOWEL OVER THE MID-CHEST AREA OF VICTIM DELROY GAINES. OFFICERS

CASH VALUE	14. MONEY	JEWELRY	CLOTHING	FURS	AUTO ACCESS.	BICYCLES	MISCELL.
	N/A STOLEN	\$	\$	\$	\$	\$	\$
CASH VALUE	15. MONEY	JEWELRY	CLOTHING	FURS	AUTO ACCESS.	BICYCLES	MISCELL.
	N/A RECOVERED	\$	\$	\$	\$	\$	\$
16. REPORTING OFFICER NO. 94 SMITH		18. CASE STATUS (STATUS MUST BE INDICATED FOR ALL CASES INCLUDING NON-CRIMINAL INCIDENTS.) <input checked="" type="checkbox"/> OPEN/PENDING <input type="checkbox"/> CLOSED <input type="checkbox"/> SUSPENDED		19. OFFICE USE ONLY			
2ND OFFICER NO. 03 RICHARDS		CASE DISPOSITION (DISPOSITION OF CRIMINAL CASES MAY BE INDICATED AS APPROPRIATE) <input checked="" type="checkbox"/> UNFOUNDED <input type="checkbox"/> CLEARED BY ARREST <input type="checkbox"/> CLEARED BY OTHER		20. DATE/TIME TYPED		21. REPRODUCED BY	
17. SUPERVISOR APPROVING NO.				22. UNIT REFERRED TO		23. UCR DISPOSITION	
				24. REVIEWER NO.		PAGE NO. 2 of 5	

SUPPLEMENTAL REPORT

1. EVIDENCE NUMBER		2. ARREST CITATION OR SUMMONS NO.		3. COMPLAINT NO. 75-08568	
4. NAME OF COMPLAINANT, DRIVER NO. 1, VICTIM OR ARRESTEE GAINES, DELRAY			5. DATE OF THIS REPORT 4-15-95		6. DATE OF ORIGINAL OCCUR. 4-15-95
7. FORM USED AS CONTINUATION SHEET FOR CURRENT REPORT			8. OFFENSE, CHARGE OR INCIDENT ON ORIGINAL REPORT HOMICIDE / NAMED SUSPECT		
9. FORM USED TO REPORT FOLLOWUP INVESTIGATION OR SUPPLEMENTAL INFORMATION			10. CORRECT OFFENSE OR INCIDENT CLASSIFICATION CINGD <input type="checkbox"/> YES		
11. KIND OF REPORT CONTINUED <input checked="" type="checkbox"/> OFFENSE <input type="checkbox"/> TRAFFIC ACC <input type="checkbox"/> ARREST <input type="checkbox"/> VEHICLE <input type="checkbox"/> OTHER			12. MULTIPLE CLEARANCE <input type="checkbox"/> YES (LIST OTHER COMPLAIN NO'S IN NARRATIVE) <input type="checkbox"/> NO		
13. INSTRUCTIONS FOR FOLLOWUP OR SUPPLEMENTAL USAGE. <small>Under narrative record your activity and all developments in the case subsequent to last report. Describe and record value of any property recovered, name and arrest numbers of persons arrested. Explain any offense classification change, clearly show disposition of recovered property and inventory no. Recommend to supervisor case status and to reviewer UCH disposition. Indicate item no. continued at left, if any.</small>					

13. OBSERVED A LARGE AMOUNT OF BLOOD BEING LOST BY VICTIM. DTIM SMITH # ADVISED RADIO OF SITUATION AND REQUESTED E.M.S. TO SCENE. MINUTES LATER CATONAH FIRE RESCUE ARRIVED ON SCENE. VICTIM DELRAY GAINES WAS LYING FACE UP ON CONCRETE A FEW FEET FROM UNITS 156-157 HEAD WAS SOUTH AND FEET WERE POINTING NORTH. CATONAH RESCUE GAVE DELRAY GAINES MEDICAL ATTENTION THEN TRANSPORTED HIM TO GARLAND CHILDREN'S HOSPITAL. C.P.D. UNIT #503 ARRIVED ON SCENE BADGE #156 CONFERRED WITH OFFICERS RICHARD AND SMITH #94 AT 2460 E. 64<sup>TH</sup> ST. PARKING LOT WHERE A WITNESS TIM MITCHELL STATED SUSPECT THREW THE KNIFE WHICH WAS USED IN THE STABBING. OFFICERS DID OBSERVE A LARGE KNIFE LYING ON GARBAGE IN DUMPSTER IN PARKING LOT OF 2460 E. 64<sup>TH</sup> ST. CATONAH S.I.U. UNIT 8117 BADGE 990 OFFICER RUDOLPH ARRIVED AT 2460 E. 64<sup>TH</sup> ST.

CASH VALUE	14. MONEY	JEWELRY	CLOTHING	FURS	AUTO ACCESS.	BICYCLES	MISCELL
	STOLEN \$	\$	\$	\$	\$	\$	\$
CASH VALUE	15. MONEY	JEWELRY	CLOTHING	FURS	AUTO ACCESS.	BICYCLES	MISCELL
	RECOVERED \$	\$	\$	\$	\$	\$	\$
16. REPORTING OFFICER SMITH 94		18. CASE STATUS STATUS MUST BE INDICATED FOR ALL CASES INCLUDING NON-CRIMINAL INCIDENTS. <input checked="" type="checkbox"/> OPEN/PENDING <input type="checkbox"/> CLOSED <input type="checkbox"/> SUSPENDED			OFFICE USE ONLY		
17. SUPERVISOR APPROVING RICHARDS 03		CASE DISPOSITION DISPOSITION OF CRIMINAL CASES MAY BE INDICATED AS APPROPRIATE. <input type="checkbox"/> UNFOUNDED <input type="checkbox"/> CLEARED BY ARREST <input type="checkbox"/> CLEARED EXCEPT			19. DATE/TIME TYPED		20. REPRODUCED BY
					21. UNIT REFERRED TO		22. UCR DISPOSIT
					23. REVIEWER NO.		PAGE NO. 3 OF 5

SUPPLEMENTAL REPORT

1. EVIDENCE NUMBER		2. ARREST CITATION OR SUMMONS NO.		3. COMPLAINT NO. <b>9508568</b>	
4. NAME OF COMPLAINANT, DRIVER NO. (VICTIM OR ARRESTEE) <b>GAINES, Delray</b>			5. DATE OF THIS REPORT <b>4-15-95</b>		6. DATE OF ORIGINAL OCCUR. <b>4-15-95</b>
7. FORM USED AS CONTINUATION SHEET FOR CURRENT REPORT <b>8</b>			8. OFFENSE, CHARGE OR INCIDENT ON ORIGINAL REPORT <b>Homicide/Named Suspect</b>		
9. FORM USED TO REPORT FOLLOWUP INVESTIGATION OR SUPPLEMENTAL INFORMATION			10. CORRECT OFFENSE OR INCIDENT CLASSIFICATION CHANGE <input type="checkbox"/> YES		
11. KIND OF REPORT CONTINUED <input type="checkbox"/> OFFENSE <input type="checkbox"/> TRAFFIC ACC. <input type="checkbox"/> ARREST <input type="checkbox"/> VEHICLE <input type="checkbox"/> OTHER			12. MULTIPLE CLEARANCE <input type="checkbox"/> YES (LIST OTHER COMPLAIN NO'S IN NARRATIVE) <input type="checkbox"/> NO		
13. INSTRUCTIONS FOR FOLLOWUP OR SUPPLEMENTAL USAGE. Under narrative record your activity and all developments in the case subsequent to last report. On date of case file of any property recovered, name and street numbers of persons arrested. Explain any offense classification change, clearly show disposition of recovered property and inventory no. recommend to supervisor same status and to reviewer UCR disposition. Indicate item no. continued if rest, if any.					

Item No: 13

Parking lot where suspect weapon was found. C.P.D. Officer #1156 removed suspect knife from Garbage Dumpster and turned it over to S.I.U. Unit 8117 Base #990. Officer Smith #94 returned to crime scene at 640 Seattle where he spoke with a witness Marvella Lawless 9-7-71, Social xxx-xx-xxx. Miss Marvella Lawless sister of suspect stated Sweetie had argument with victim Delray Gaines over some water Delray threw on Sweetie. Witness Marvella Lawless also stated she observed suspect Sweetie Lawless go after victim Delray Gaines first with a silver driver, then a bottle and then she stabbed him where he layed on officers arrival. Miss Marvella Lawless stated she then observed suspect run into the yellows where suspected weapon was found. C.P.D. Sgt. #9751

CASH VALUE	14. MONEY	JEWELRY	CLOTHING	FURS	AUTO ACCESS.	BICYCLES	MISCELL.
	<b>N/A</b>						
CASH VALUE	15. MONEY	JEWELRY	CLOTHING	FURS	AUTO ACCESS.	BICYCLES	MISCELL.
	<b>N/A</b>						
16. REPORTING OFFICER <b>SMITH</b> <b>94</b>		17. SUPERVISOR APPROVING NO. <b>03</b>		18. CASE STATUS (STATUS MUST BE INDICATED FOR ALL CASES, INCLUDING NON-CRIMINAL INCIDENTS.) <input checked="" type="checkbox"/> OPEN/PENDING <input type="checkbox"/> CLOSED <input type="checkbox"/> SUSPENDED		OFFICE USE ONLY	
19. DATE/TIME TYPED		20. REPRODUCED BY		21. UNIT REFERRED TO		22. UCR DISPOSIT	
23. REVIEWER NO.		PAGE NO. <b>4 of 5</b>					

**SUPPLEMENTAL REPORT**

1. EVIDENCE NUMBER		3. ARREST CITATION OR SUMMONS NO.		5. COMPLAINT NO. 250856	
4. NAME OF COMPLAINANT, DRIVER NO. 1, VICTIM OR ARRESTEE Gaines, DeLoy			5. DATE OF THIS REPORT 4-15-95		6. DATE OF ORIGINAL OCCUR. 4-15-95
7. FORM USED AS CONTINUATION SHEET FOR CURRENT REPORT			8. OFFENSE, CHARGE OR INCIDENT ON ORIGINAL REPORT HOMICIDE/NAMED SUSPECT		
9. FORM USED TO REPORT FOLLOWUP INVESTIGATION OR SUPPLEMENTAL INFORMATION			10. CORRECT OFFENSE OR INCIDENT CLASSIFICATION CHNG.		
11. KIND OF REPORT CONTINUED <input type="checkbox"/> OFFENSE <input type="checkbox"/> TRAFFIC ACC. <input type="checkbox"/> YEL <input type="checkbox"/> ARREST <input type="checkbox"/> VEHICLE <input type="checkbox"/> OTHER			12. MULTIPLE CLEARANCE <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES (LIST OTHER COMPLAIN NO'S IN NARRATIVE) <input type="checkbox"/> NO		
13. INSTRUCTIONS FOR FOLLOWUP: FROM narrative record your activity and all developments in the case subsequent to last report. Describe or record value of any property recovered, name and arrest numbers of persons arrested. Explain any offense classification change. Clearly show disposition of recovered property and inventory no. Recommend to supervisor case status and to reviewer UCR disposition. Indicate item no. continued" at left, if any.					

Item No. 13. ARRIVED ON SCENE TO CONFER WITH OFFICERS FROM C.M.H.A AND CATIONAH. Police, Sgt. PEGELMAN #624 WAS ALSO ON SCENE. A WITNESS TIM MITCHELL, 7-12-68, SOC. 269-72-3125 ADVISED TIM RICHARDS #03 THAT HE OBSERVED SUSPECT SWEETIE LAWS ENTER A YELLOW FORD AND FLED THE SCENE WITH A UNIDENTIFIED BIK MALE DRIVER. OFFICERS FROM C.P.D AND C.M.H.A TOURED THE AREA BUT WERE UNABLE TO LOCATE SUSPECT OR VEHICLE. BE ADVISED VEHICLE FLED FROM PARKING LOT OF 2460 E. 64<sup>th</sup> ACCORDING TO WITNESS TIM MITCHELL. S.I.U. #990 RELOCATED TO CRIME SCENE AT THE SWITTLAND TOOK SEVERAL PICTURES OF CRIME SCENE. OFFICERS WERE ADVISED BY 101 OFFICER DAVIS #44 WHO WAS AT GARLAND HAS <sup>AND SAID</sup> THAT THE VICTIM HAD DECEASED. CATIONAH HOMICIDE ARRIVED ON SCENE TO INVESTIGATE AND ADVISED OFFICERS SUSPECT SWEETIE LAWS HAD BEEN APPREHENDED BY C.P.D. OFFICERS SMITH #24 AND RICHARDS #03 WERE ADVISED TO C.P.D. 5<sup>TH</sup> FOR R.C.1 #94-025960 GENERATED BY C.P.D. #

CASH VALUE	14. MONEY	JEWELRY	CLOTHING	FURS	AUTO ACCESS.	BICYCLES	MISCELL.
	N/A						
CASH VALUE	15. MONEY	JEWELRY	CLOTHING	FURS	AUTO ACCESS.	BICYCLES	MISCELL.
	N/A						
16. REPORTING OFFICER SMITH #04		18. CASE STATUS (STATUS MUST BE INDICATED FOR ALL CASES, INCLUDING NON-CRIMINAL INCIDENTS.) <input checked="" type="checkbox"/> OPEN/PENDING <input type="checkbox"/> CLOSED <input type="checkbox"/> SUSPENDED		OFFICE USE ONLY			
17. SUPERVISOR APPROVING RICHARDS #03		CASE DISPOSITION (DISPOSITION OF CRIMINAL CASES MAY BE INDICATED AS APPROPRIATE) <input checked="" type="checkbox"/> UNFOUNDED <input type="checkbox"/> CLEARED BY ARREST <input type="checkbox"/> CLEARED EXCEPT		18. DATE/TIME TYPED		20. REPRODUCED BY	
				21. UNIT REFERRED TO		22. UCR DISPOSITION	
				23. REVIEWER NO.		PAGE NO. 5 of 5	