

Cleveland Municipal Court
Housing Division
Judge Raymond L. Pianka

City of Cleveland,
Plaintiff(s)

Date: July 22, 2010

-v-

Case No: 07-CRB-44260
09-RD-10

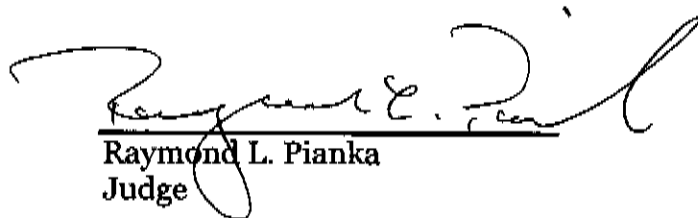
Nicholas Dionisopoulos,
Defendant(s)

JUDGMENT ENTRY

Clerk is ordered to issue from the funds on deposit in 09-RD-10 a check payable to Wolfe Landscaping in the amount of \$1554.23, for initial grass/weed cutting and exterior cleaning of properties owned by Nicholas Dionisopoulos, per the Court's June 29, 2010 order in the above referenced criminal case. The check is to be released to defendant's probation officer, Housing Specialist Mary Elliott.

The check represents payment of a \$600.00 fee to initiate the landscaping service, plus one week's payment for the landscaping charge for each of 37 properties owned by defendant.

The defendant may apply to his probation officer for the removal of additional properties, with documentation that each property is being maintained to code.


Raymond L. Pianka
Judge

SERVICE

A copy of this judgment entry and order was sent by regular U.S. mail to the addresses of record for parties/counsel on 7 / 23 / 10 by AS.

CLEVELAND MUNICIPAL COURT
HOUSING DIVISION
CUYAHOGA COUNTY, OHIO

CITY OF CLEVELAND
Plaintiff(s)

DATE: JANUARY 16, 2009

-VS-

CASE NO.: 07-CRB-44260

NICK DIONISOPOULOS
Defendant(s)

ORDER

This case is before the Court on the defendant's Motion to Reconsider and Modify Sentence.

The defendant seeks modification of two provisions of the Court's December 17, 2008 order.

First, the defendant seeks modification of the Court's order with respect to the deposit with the Court of monthly rent collected. Instead of depositing the rent, the defendant seeks leave to deposit \$50,000.00 with the Court as bond, drawing down from that amount for repairs, etc.

According to the information provided by the defendant to his probation officer, the defendant collects in excess of \$30,000.00 per month in rent from his rental properties in the City of Cleveland. This means that approximately \$30,000.00 per month would be added to the maintenance fund under the Court's previous order.

The defendant seeks modification of the order to make it more convenient for him to deposit the funds. The Court is willing to modify the deposit amount and procedure, provided that the modified arrangement still protects the interest of the community, the City and the Court. What the defendant's proposal does not appear to take into account is the manner in which the account would be replenished, as it would by monthly deposits of rent collected. Accordingly, the Court will grant the defendant's motion with respect to the deposit of \$50,000.00 as opposed to the actual monthly rent collected, with the condition that whenever the amount on deposit falls below \$25,000.00, the defendant must deposit sufficient funds within ten days to bring the balance on deposit back to \$50,000.00.

Second, the defendant seeks modification of the Court's order with respect to home detention, which the defendant argues is "especially onerous."

**JUDGMENT ENTRY RECEIVED
FOR JOURNALIZATION**

JAN 17 2009

EARLE B. TURNER, Clerk

In support of this contention, the defendant argues that he resides in Parma with his wife and two minor children. His daughter needs a bone marrow transplant, which will occur out of town, with his five year old son as a donor. He asserts that "his inability to reside with his family will have a devastating harmful effect on his innocent wife and children."

The defendant was found guilty and sentenced by this Court in March 2008. That sentence initially included a sentence of fifty days in jail, along with a \$50,000.00 fine. The defendant was on notice at that point that a failure to comply with the terms of his probation could result in his involuntary separation from his family for fifty days. Knowing the circumstances of his family life, the potential for a nearly two-month stay in jail still was not sufficient incentive to compel the defendant to comply with the terms of his probation. As a result, the Court has found it necessary to increase the term of confinement, to prompt the defendant to comply with the law. The Court did modify the sentence from confinement at the Workhouse to house arrest, to give the defendant a greater ability to perform the work needed.

The factors cited by the defendant are unpersuasive. First, that the defendant resides in Parma is irrelevant. He has chosen to purchase and manage over forty properties in the City of Cleveland. It is to the City of Cleveland that his debt must be paid.


Next, the Court, in its judgment entry on the probation violation, has indicated that it is not unsympathetic to the circumstances of the defendant's daughter's health. The defendant may petition the Court, with supporting documentation, for release from house arrest to attend the out-of-state medical appointments.

Finally, defendant asserts that his family will be harmed by his absence. This is unfortunate. A criminal sentence, by its nature, is, at least in part, punitive. Individuals convicted of crimes and sentenced to confinement miss many important milestones and events in their lives and the lives of their families. The Court cannot construct each sentence so that it affects only the defendant, and not his or her loved ones. One could argue, for example, that a fine issued by the Court deprives an individual's child the opportunity to go to the college of his or her choice, or causes an individual to be unable to buy assistive equipment for an elderly parent. If we are interested in the welfare of our families, it remains the responsibility of each of us to conduct ourselves in a manner that will benefit our families and those for whom we care. The defendant has failed to do so, and some of the consequences will be borne by his family. The defendant should bear in mind that there is in this situation an opportunity for him to step up and make the needed repairs, and manage his property responsibly. That conduct would go a long way toward persuading the Court of his intention to comply with its orders, much further than mere promises to do so now.

For these reasons, the defendant's motion is granted in part and denied in part. House arrest will proceed as ordered. The requirement that rent be paid into the Court as collected is modified at the defendant's request. The defendant shall deposit \$50,000.00 with the Court no later than January 26, 2009, and whenever the amount on deposit falls below \$25,000.00, the defendant must deposit sufficient funds within ten days to bring the balance on deposit back to \$50,000.00. The defendant shall discuss with his Housing Specialist the mechanism for depositing those funds.

The defendant shall continue to meet with his probation officer as previously ordered. In addition, this case is set for status hearing on **April 1, 2009**, at **2:30 p.m.** in **Courtroom 13B**.

IT IS SO ORDERED.


JUDGE RAYMOND L. PIANKA
HOUSING DIVISION

A copy of this Order was sent by regular U.S. mail and facsimile to plaintiff's counsel, Assistant Director of Law Andrew Meyer, Cleveland City Hall, Room 106, 601 Lakeside Avenue, Cleveland, Ohio 44114-1007, and to defendant's counsel, Ashvin Chandra, 15600 Madison Avenue, Lakewood, Ohio 44107 on 01 / 10 / 09.