IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO
CRIMINAL DIVISION

STATE OF OHIO, Plaintiff, v. CHARLES JONES Defendant.	Case No. CR 2024-02-0473-C JUDGE SUSAN BAKER ROSS **STATE'S BRIEF IN OPPOSITION TO DEFENDANT CHARLES JONES'S MOTION FOR ACQUITTAL PURSUANT TO CRIM.R. 29(C)**

The State of Ohio respectfully requests that the Court deny defendant Charles Jones's Motion for Acquittal Pursuant to Crim. R. 29(C).

When reviewing whether the State has presented sufficient evidence, "[t]he relevant inquiry is whether the prosecution has met its burden of production by presenting sufficient evidence to sustain a conviction. *Akron v. Calhoun,* 2023-Ohio-4840 (9th Dist), ¶ 15, citing *State v. Thompkins,* 78 Ohio St.3d 380, 386, 1997-Ohio-52 (Cook, J., concurring). "For purposes of a sufficiency analysis, this Court must view the evidence in the light most favorable to the State." *Calhoun,* citing *Jackson v. Virginia*, 443 U.S. 307, 319, 99 S. Ct. 2781, 61 L. Ed. 2d 560 (1979). Courts "do not evaluate credibility, and * * * make all reasonable inferences in favor of the State." *Calhoun,* citing *State v. Jenks*, 61 Ohio St.3d 259, 273, 574 N.E.2d 492 (1991). "The evidence is sufficient if it allows the trier of fact to reasonably conclude that the essential elements of the crime were proven beyond a reasonable doubt." *Id.*

The State submits that under the appropriate standard of review, Jones's post-trial challenge to the sufficiency of evidence lacks merit and should be denied for the following reasons. Additionally, the State of Ohio incorporates by reference the previous arguments that it made concerning Jones's Crim. R. 29(A) and 29(B) motions, both of which the Court rejected.

1. Sufficient evidence demonstrates that Jones engaged in a pattern of corrupt activity.

Jones argument for insufficiency restates arguments he made both in his pretrial motions to dismiss and in his earlier Crim. R. 29(A) and 29(B) motions for acquittal. That is, Jones contends that the predicate offenses he is alleged to have committed in furtherance of a corrupt enterprise amount to a "single event" or "episode" and are therefore insufficient to allege a violation of the Corrupt Practices Act. Motion at 2, 6. Jones' argument is both legally and factually wrong.

Legally, the Ohio Corrupt Practices Act defines a "pattern of corrupt activity" as two or more incidents of corrupt activity that "are related to the affairs of the same enterprise" which are "not isolated" but are also not "so closely related to each other and connected in time and place that they constitute a single event." R.C. 2923.31(E). The Act requires, in other words, that the acts be related but not *too* related.

Interpreting that provision, Ohio courts have emphasized that the Corrupt Practices Act must be read broadly. *See Schlosser*, 79 Ohio St. 3d at 333; *cf. also, State v. Habash*, C.A. No. 17071, 1996 WL 37747, *5 (9th Dist. Jan. 31, 1996) (the term "enterprise" must be given a broad meaning). To that end, they have held, among other things, that events occurring over the course of a week were "not so closely related that they constituted a single incident." *State v. Lightner*, 2010-Ohio-483, ¶ 35 (3d Dist.) (citing *State v. Gasser*, 89 Ohio App.3d 544 (9th Dist. 1993)). More recently, the Ohio Supreme Court affirmed a conviction for engaging in a pattern of corrupt activity in violation of R.C. 2923.32 when the predicate acts were a set of related drug offenses that all occurred in a single house, on a single day. *See State v. Dent*, 163 Ohio St. 3d 390, 2020-Ohio-6670, ¶¶ 6–11; *id.* at ¶ 37 (Donnelly, J., dissenting); *see also State v. Groce*, 163 Ohio St. 3d 387, 2020-Ohio-6671, ¶ 9.

Federal court decisions provide additional guidance. Although Ohio's prohibition of corrupt activity is in many ways broader than the comparable federal law, *see State v. Hicks*, 2003-Ohio-7210, ¶ 37 (12th Dist.), Ohio courts nevertheless look to federal decisions involving the federal equivalent of Ohio's Corrupt Practices Act when interpreting R.C. 2923.32, *see State v. Schlosser*, 79 Ohio St. 3d 329 (1997); *Beverly*, 143 Ohio St. 3d 258 at ¶ 14. Federal law makes clear that a defendant does not need to be involved in more than one corrupt scheme. *H.J. Inc. v. Northwestern Bell Tel. Co.*, 492 U.S. 229, 236 (1989); *but cf. Morrow v. Reminger & Reminger Co. LPA*, 2009-Ohio-2665, ¶ 33 (10th Dist.). A single scheme qualifies as a pattern of corrupt activity if it involves multiple "criminal acts that have the same or similar purposes, results, participants, victims, or methods of commission, or otherwise are interrelated by distinguishing characteristics and are not isolated events." *H.J.*, 492 U.S. at 240 (quotation omitted) (The U.S. Supreme Court in *H.J.* also imposed a continuity requirement, but several Ohio courts have held that requirement does not apply to the Corrupt Practices Act, which is worded differently. *See Hicks*, 2003-Ohio-7210 at ¶ 37; *State v. Lang*, Case No. 92-CA-3, 1993 WL 26758, *6 (2d Dist. Feb. 4, 1993); *but see Morrow*, 2009-Ohio-2665 at ¶ 30.) Federal courts have also "rejected the argument that acts which are part of the same scheme or transaction cannot qualify as distinct predicate acts." *United States v. Watchmaker*, 761 F.2d 1459, 1475 (11th Cir.). They have held that money laundering, for example, is a discrete predicate act that is independent of the unlawful activity that generated the laundered money, *United States v. Godwin*, 765 F.3d 1306, 1322

(2014), and that fraudulently soliciting money is an act that is distinct from wiring that money, *United States v. Morelli*, 643 F.2d 402, 412 (6th Cir. 1981).

Both state and federal law leave no doubt that the evidence showed that Jones engaged in a pattern of corrupt activity when he committed separate but related predicate acts of bribery and telecommunications fraud. As the State argued in response to Jones's identical Crim. R. 29(A) and 29(B) arguments, bribery and telecommunications fraud were not the same conduct under different labels but instead involved separate acts with distinct elements. That is, those crimes involved different "events" or "episodes." See e.g., Mar. 9, 2026 Rough at 142-144.

The bribery evidence—that is, evidence of the "valuable thing or benefit" that Jones "promised or offered" Randazzo with purpose to corrupt or improperly influence him—was established primarily through his discussions and communications with Sam Randazzo, Mike Dowling, and Ebony Yeboah-Amankwah on December 18 and 19, 2018. See Feb. 24, 2026 Rough at 147. That evidence included:

- Meeting with Sam Randazzo at his condo on December 18, 2018 immediately after Jones met with Gov-elect Mike DeWine and Lt. Gov-elect Jon Husted;
- Texting Randazzo about the $4,333,333 payment on December 18, 2018 (State's Exhibit 174);
- Texting Randazzo on December 19, 2018 promising to get him "paid in full, no discount[1]" and that Randazzo should "not forget about us or Hurricane Chuck may show up on your doorstep! (State's Exhibit 179).

[1] Jason Lisowski testified that by paying the approximately $4.3 million to Randazzo in December 2018 (instead of paying it later over time), FirstEnergy effectively lost about $300,000 to $500,000 in present-value

- Right after Jones promised to pay Randazzo the $4,333,333, Randazzo texted Jones to remind him that the previous night, Randazzo had said "that if asked by the administration to go for the Chair spot, I would say yes." Jones then joked that Randazzo should "[f]orget it – we're not settling up with you then. Just kidding. 😁" *Id.*
- At the same time Jones was sending Randazzo the texts in State's Exhibit 179, Jones simultaneously texted Dowling on December 19, 2018: "You see Sam's latest text? I hate to have such instincts." (State's Exhibit 456).
- Jones also disregarded the advice Ebony Yeboah-Amankwah testified that she gave Mike Dowling and Leila Vespoli the morning of December 19, 2018, when they discussed whether FirstEnergy should pay Randazzo, and Ebony Yeboah-Amankwah testified that she advised against paying Randazzo. Ultimately, the three deferred the decision to Jones on December 19, 2018. See Feb. 12, 2026 Rough at 39, Feb. 13, 2026 Rough at 73. Jones therefore decided to pay Randazzo with full awareness that Randazzo was actively seeking the job of PUCO Chairman.

Likewise, sufficient evidence proved that Jones engaged in a separate episode of telecommunications fraud. That is, evidence showed that Jones "knowingly disseminate[d], transmit[ted], or cause[d] to be disseminated or transmitted by means of a wire, radio, satellite, telecommunication, telecommunications device, telecommunications service, or voice over internet protocol service any writing, data, sign, signal, picture, sound, or image

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terms due to the time value of money, using a roughly 3% to 5% discount rate consistent with U.S. Treasury rates at the time. See Feb. 10, 2026 Rough at 325-326.

with purpose to execute or otherwise further the scheme to defraud" that was related to the bribery, but a distinct "occurrence" or "event." See R.C. 2913.05.

As CEO of FirstEnergy, Jones clearly had knowledge and awareness that Randazzo used FirstEnergy's payment processes when he exchanged the following texts with Randazzo on December 18, 2018, after the meeting at Randazzo's home:

Charles Jones Jr 10:30 PM
Sam,
Do you send an invoice every year?

SR **Sam Randazzo** 10:32 PM
Yes - the current cycle has me sending an invoice for the scheduled annual payment in Juke or July. And there is an existing PO number associated with the invoice.

Charles Jones Jr 10:33 PM
You send it to Brad Bingaman?

SR **Sam Randazzo** 10:37 PM
I believe Brad is the person who received and processed the invoice last year (2018). In the past, we actually split the payment into two invoices to stay, I think, within payment authorization limits. I don't know if there has been any change. Prior to that, Ebony received the invoices.

(State's Exhibit 174).

The following morning, on December 19, 2018, Randazzo texted Jones to ask how Jones wanted Randazzo to "structure the invoices." (State's Exhibit 179). *Over a week later,* on December 28, 2018, Yeboah-Amankwah, Dowling and Lisowski then texted about the Randazzo payment. Yeboah-Amankwah texted Dowling that "[w]e left it you say the word and we would initiate payment. Should I proceed to direct payment on Jan 2?" (State's Exhibit 185).

Yeboah-Amankwah testified that after Dowling's December 28, 2018 text, she understood Chuck Jones had directed and approved that the payment be made to Randazzo, and she relayed it that way internally ("we had gotten word from Chuck to make the payment," which she took as approval to "go ahead and pay the money"). Feb. 12, 2026

Rough at 47. She also indicated that payments would not have been processed in FirstEnergy's SAP computer system unless the underlying agreements had been approved. Feb. 17, 2026 Rough at 240.

This compelling circumstantial evidence therefore clearly demonstrated that Jones *caused to be disseminated* by means of a wire any data with the purpose to execute or otherwise further a scheme to defraud. R.C. 2913.05. This conduct primarily took place on December 28, 2018, well after Jones's initial promises to pay Randazzo that took place over a week earlier. The evidence therefore showed more than just Jones participating in a single "event." It alleges "clearly delineated occasions" on which separate corrupt activity took place. *Cf. State v. Willan*, 144 Ohio St. 3d 94, 2015-Ohio-1475, ¶33.

Thus, the bribery and telecommunications fraud involved separate acts, taken in furtherance of a corrupt enterprise. In light of the Ohio Supreme Court's decision in *Dent*, it is impossible to conclude that those allegations "constitute a single event" as opposed to a pattern of corrupt activity. If the drug offenses in *Dent* qualified as multiple predicate acts for purposes of the Corrupt Practices Act, then the acts alleged in Indictment do as well. Indeed, Jones does not even attempt to reconcile the Ohio Supreme Court's decision in *Dent* with his citation to a federal case, *Liang v. Home Reno Concepts*, LLC, 803 F.App'x 444, 447-48 (2d Cir. 2020) to support his "single act" argument. *See* Amended Motion at 20. As *Dent* makes clear, the predicate acts that form the basis of the enterprise conspiracy can unfold during the course of a single day and still satisfy the Corrupt Practice Statute.

While it is true that the predicate acts involving bribery and telecommunications fraud were related, they were related only to the degree that the Corrupt Practices Act demands. That is, they were "related to the affairs of the same enterprise." *See* R.C. 2923.31(E).

Most of the state cases Jones cites were decided before the Ohio Supreme Court decided *Beverly* or *Dent*, and the only cited cases that postdate those decisions failed to discuss them. *See* Amended Motion at 19 (citing *Sun Bldg. Ltd. P'ship v. Value Learning & Teaching Acad., Inc.*, 2021-Ohio-2008 (1st Dist.) and *State v. Mora,* 2020-Ohio-5455 (9th Dist.)). That alone makes them of little relevance here. Together *Beverly* and *Dent* show that the Corrupt Practices Act must be interpreted broadly—much more broadly than the narrow construction for which Jones advocates in his Motion.

Mora, like many of the other cases Jones cites, is inapposite because its facts are highly distinguishable. *Mora* involved four defendants who committed three separate break-ins over the course of a short period of time, 2:20 am through 3:45 am "with little to no advance planning." *Id.* at ¶13, 23. "The initial break in was discussed only two days before it occurred, and the locations of the second and third break-ins were decided on the spot[.]" *Id.* at ¶23. Based on this, the *Mora* court held—in a posttrial review of the sufficiency of the evidence used to convict—that "the State's evidence failed to demonstrate that Mora and his cohorts were engaged in both a relationship and continuous activity." *Id.* While *Mora's* holding may be of questionable precedential value in light of the Supreme Court's decision in *Dent* and *Groce,* it is also fundamentally unlike the facts of this case, where the evidence Jones separately engaged in conduct constituting bribery and in conduct constituting telecommunications fraud over a week apart.

The federal cases that Jones cites are no better. One involved a single act of bribery and the defendant's false statement before a grand jury denying the bribe. *See United States* *v. Biaggi*, 909 F.2d 662, 686 (2d Cir. 1990) (holding that the government cannot turn a single act of bribery into a RICO pattern by charging a defendant with bribery, questioning him about the bribe before the grand jury, and then charging him with obstructing justice when he falsely denies the bribe). Another case Jones cites held that the government could not charge a RICO pattern where a single act of bribery was broken up into a series of separate payments. *See Roeder v. Alpha Industries, Inc.*, 814 F.2d 22, 31 (1st Cir. 1987).

There is also reason to question whether those federal cases even support Jones's continuity argument in this context. For example, in *United States v. Teitler*, 802 F.2d 606 (2d Cir. 1986), the Second Circuit held that a RICO pattern *could* consist of a mail fraud predicate and an obstruction of justice predicate that involved actively corrupting the grand jury's investigation of the alleged mail fraud. The Third Circuit explained that in *H.J. v. Northwestern Bell*, the United States Supreme Court "rejected the notion that RICO requires proof that a defendant engaged in multiple criminal 'schemes.'" *Banks v. Wolk,* 918 F.2d 418, 422 (3rd Cir. 1990). "Predicate offenses committed in furtherance of a single criminal scheme can constitute a RICO pattern if the acts present the threat of future criminal activity." *Id.*

Finally, to the extent that any of the federal cases Jones cites suggest that separate, discrete acts cannot show a pattern of corrupt activity if they occur close together in time, those decisions contradict the Ohio Supreme Court's decisions in *Dent* and *Groce*. Although federal decisions can be instructive when interpreting Ohio's Corrupt Practices Act, it is ultimately the Ohio Supreme Court that dictates the law in Ohio.

2. Sufficient evidence demonstrates that Jones engaged in conspiracy.

Most of Jones' arguments for dismissal of Count 28 restate the "single act" arguments he makes in favor of dismissing Count 1, and the Court should reject them for the same reasons.

Jones also argues that Dowling's Tampering with Government Records predicates cannot count against Jones because Jones did not participate in those predicates. In those predicate acts, Dowling concealed Randazzo's role as a "covert paid lobbyist" working on FirstEnergy's behalf. Jones claims he cannot be responsible for Dowling's independent acts in furtherance of the conspiracy that Jones did not know about or intend Dowling to commit, relying on *State v. Feliciano,* 115 Ohio App.3d 646, 660 (9th Dist., 1996). Jones's argument is irrelevant. *Feliciano* held that "the State can meet its burden [in a conspiracy to engage in a pattern of corrupt activity charge] by presenting evidence that the defendant agreed that others would commit the acts that would establish the 'pattern of corrupt activity.'" *Id.* By contrast, *Feliciano* also held that "the State does not have to prove that a defendant agreed to commit predicate acts himself that would have been sufficient to establish a 'pattern of corrupt activity.'" *Id.*

Jones argument, however, also overextends *Feliciano*. It is well settled that if an individual enters into a conspiracy, they are not only guilty of the conspiracy, but "also vicariously guilty of the object crimes committed in furtherance of the conspiracy by any of the other conspirators." *State v. McFarland*, 2018-Ohio-2067 (8th Dist.), ¶ 33 (relying on *Pinkerton v. United States,* 328 U.S. 640, 646-47 (1946) and *State v. Ephraim,* 178 Ohio App.3d 439, 2008-Ohio-4576 (8th Dist.), ¶43). In another case that the Ninth District decided the same year as *Felciano,* the Ninth District held that a defendant's conviction for conspiracy to engage in a pattern of corrupt activity was supported by sufficient evidence despite the fact that "the actual acts of forgery and theft" that formed the predicate corrupt acts were committed by the defendant's brother. *State v. Habash,* 1996 Ohio App. LEXIS 281 (9th Dist. Jan. 31, 1996), at *15. The court noted that Habash "assisted in the purchase of the food stamps and delivery to [his brother] and that he shared substantially in the profits that were realized * * *." *Id.* Following *Habash,* it is therefore not necessary for Jones to have known about each co-conspirator's individual predicate acts committed in furtherance of the conspiracy.

As the evidence showed, Jones agreed that others—namely, Randazzo, Dowling, and Sustainability Funding Alliance of Ohio—planned or aided in the planning of acts that established a pattern of corrupt activity. Between these three men and a shell company, the evidence established far more than minimum two predicate acts required to establish a pattern of corrupt activity. For purposes of the conspiracy count, it is not necessary for Jones to have specifically committed those acts. *See Salinas v. United States*, 522 U.S. 52, 65 (1997); *Habash, supra*. And a "conspiracy may exist even if a conspirator does not agree to commit or facilitate each and every part of the substantive offense." *Id.* at 63. Jones argument about Dowling's Tampering predicate and *Feliciano,* therefore, has no bearing on Conspiracy charge—or the remaining predicate acts of corrupt activity that the evidence shows that Jones planned or aided in the planning with others to commit (bribery, telecommunications fraud).

"This feature of the criminal law is founded upon the basic principle that persons engaged in an unlawful enterprise are presumed to acquiesce in whatever may be reasonably necessary to accomplish the object of the conspiracy" *State v. Thomas,* 2015-

Ohio-4932, ¶ 47 (5th Dist.), quoting *State v. Doty*, 94 Ohio St. 258, 264 (1916); see also *State v. Palfy*, 11 Ohio App.2d 142 (9th Dist. 1967), paragraph 1 of the syllabus.

"In this regard, it has been held that '. . . those engaged in a common enterprise are each responsible for the acts of one another in pursuance of the common enterprise . . . .'" *State v. Ulner*, 105 Ohio App. 546, 548 (12th Dist. 1957), aff'd 167 Ohio St. 521 (1958). Likewise, in *State v. Palfy*, 11 Ohio App. 2d 142 (9th Dist. 1967), the court noted that persons engaged in a common design to commit criminal acts are presumed to have acquiesced in whatever may reasonably be necessary to accomplish the object of the original enterprise. This same principle was also addressed in *State v. Halleck,* 24 Ohio App. 2d 74 (4th Dist. 1970), where the court held that where several persons combine to commit an unlawful act, each person is criminally responsible for the acts of others committed while perpetrating such act. Thus, it is well established that an aider and abettor is criminally responsible for any act performed in furtherance of the common criminal enterprise, whether intended by him or not, if the occurrence of such act might have been reasonably contemplated as probable or likely to result from the commission of the crime intended. *State v. Stevens*, 42 Ohio St. 150 (1884); *State v. Allen*, 1975 Ohio App. LEXIS 7028, at *4 (8th Dist. Dec. 23, 1975).

In this case, acts of concealment were clearly contemplated as being reasonably necessary to accomplish the conspiracy. Jones has therefore acquiesced to Dowling's acts of concealment, i.e., tampering with records, that were performed in furtherance of the conspiracy.

3. Sufficient evidence demonstrates that Jones bribed Sam Randazzo.

The State submits that the evidence was sufficient to convict Jones of bribery. R.C. 2921.02(A) makes it a crime to "promise, offer, or give any valuable thing or valuable benefit" with "purpose to corrupt a public servant or party official, or improperly to influence a public servant or party official with respect to the discharge of the public servant's or party official's duty, *whether before or after* the public servant or party official *is elected, appointed, qualified, employed, summoned, or sworn*."

a. Sam Randazzo was a public servant at the time that Jones bribed him.

Jones first argues that the evidence was insufficient to convict him of bribery under R.C. 2921.02(A) because Sam Randazzo was not yet a "public servant" for purposes of the bribery statute when Jones made the decision to pay Randazzo $4,333,333.00 on December 19, 2018 (or when Randazzo received the wire transfer on January 2, 2019). The earliest that Jones believes that Randazzo would qualify as a "public servant" is January 17, 2019, when Randazzo formally submitted his application to become PUCO Chairman.

Jones bases his argument on the definition of "public servant" found in R.C. 2921.01(B), which in turn defines a public servant as "(1) a "public official," (2) a "person performing ad hoc a governmental function," or (3) a "person who is a candidate for public office." R.C. 2921.01(B). Relevant here, "public official" includes "any elected or appointed officer … of the state," and "candidate for public office" means a person who "has been nominated according to law for election or appointment to public office." (Motion at 11, citing R.C. 2921.01(A), (B)(3)).

Jones argument, however, is inconsistent with the text of R.C. 2921.02(A) and would require the court to ignore the plain language of the bribery statute. The statute prohibits bribing public officials "*before* or after the public servant or party official is elected, appointed, qualified, employed, summoned, or sworn." *Id.* "When applying a statute, the court must give effect to all of the statute's words. *Stolz v. J & B Steel Erectors, Inc.*, 146 Ohio St.3d 281, 2016-Ohio-1567, 55 N.E.3d 1082, ¶ 9. Likewise, "a court must give effect to the natural and most obvious import of a statute's language, avoiding any subtle or forced constructions." *Id.*, citing *Ohio Neighborhood Fin., Inc. v. Scott*, 139 Ohio St.3d 536, 2014-Ohio-2440, 13 N.E.3d 1115, ¶ 22." *Onderko v. Sierra Lobo, Inc.*, 148 Ohio St.3d 156, 2016-Ohio-5027, ¶ 26

If the meaning of the statute is unambiguous and definite, it must be applied as written and no further interpretation is necessary. *State ex rel. Burrows v. Indus. Comm.,* 78 Ohio St.3d 78, 81, 1997-Ohio-310. Unambiguous statutes are to be applied according to the plain meaning of the words used. *Id*. Courts are not free to delete or insert other words. *Id*. The bribery statute is clear. Under R.C. 2921.02(A), the bribing can take place *before the person is a public servant*. That is, before they formally become a candidate.

Even if the court indulges Jones's declared candidacy argument, the evidence in this case still showed that Sam Randazzo had declared himself to Jones to be a candidate to become PUCO Chairman when Jones promised to pay Randazzo off. Again, in State's Exhibit 179, Randazzo texted Jones on December 19, 2018: "I think I said this last night but just in case - if asked by the administration t*o go for the Chair spot, I would say yes.*" (Emphasis added). Jones therefore clearly knew as early as December 18, 2018 that Randazzo considered himself to be a candidate to become PUCO Chair. The evidence therefore clearly fits R.C. 2921.02(B)'s prohibition on bribing a public official "before * * * [they] are appointed, qualified, employed, summoned, or sworn." To hold otherwise would produce an absurd result and incentivize bribing public officials just before their formal candidacies get publicly declared.

As it did when it rejected Jones's identical arguments in both his Crim. R. 29(A) and Crim. R. 29(B) motions, the Court should again reject Jones's argument here. The evidence showed that Jones knew Randazzo was a candidate to become PUCO Chair as of December 18, 2018. That is sufficient to show that when he promised to pay of Randazzo, Jones did so before Randazzo was "appointed, qualified, employed, summoned, or sworn" as PUCO Chair.

b. The rule of lenity does not apply to the bribery charge's prohibition on bribing public officials before they are appointed, qualified, employed, summoned, or sworn.

Jones next argues that the court should apply the rule of lenity to the bribery statute. Here again, Jones's argument lacks merit. As explained above, the meaning of the bribery statute is plain and the court does not have to interpret it further. "The rule of lenity is not the first place to turn when interpreting conflicting criminal statutes. The rule of lenity is properly applied when, 'after all the legitimate tools of interpretation have been applied, 'a reasonable doubt persists.'" Scalia & Garner, *Reading Law: The Interpretation of Legal Texts*, at 299, quoting *Moskal v. United States*, 498 U.S. 103, 108, 111 S.Ct. 461, 112 L.Ed.2d 449 (1990)." *State v. Pribble*, 158 Ohio St.3d 490, 2019-Ohio-4808, ¶ 23

In a similar context, the Eighth District declined to apply the rule of lenity and prioritized giving meaning to the plain words in the bribery statute:

> "To the extent Marshall argues his interpretation of the statute comports with the rule of lenity, such rule applies only where there is an ambiguity in a statute or a conflict between multiple statutes. *United States v. Lanier*, 520 U.S. 259, 266, 117 S. Ct. 1219, 137 L. Ed. 2d 432 (1997)." *State v. Marshall*, 2015-Ohio-2511, ¶ 49 (8th Dist.) Indeed, a requirement that all acts of bribery in violation of R.C. 2921.02(C) be "with respect to the witness's testimony" would render the corrupting a witness form of bribery

> superfluous and meaningless. The two forms of bribery would essentially be equivalent, as any acts done to corrupt a witness with respect to testimony would also improperly influence that witness with respect to testimony. *See State ex rel. Carna v. Teays Valley Local School Dist. Bd. of Edn.*, 131 Ohio St.3d 478, 2012-Ohio-1484, ¶ 19, 967 N.E.2d 193, quoting *State ex rel. Myers v. Board of Education*, 95 Ohio St. 367, 373, 116 N.E. 516 ("No part [of the statute] should be treated as superfluous unless that is manifestly required, and the court should avoid that construction which renders a provision meaningless or inoperative.").

State v. Marshall, 2015-Ohio-2511, ¶ 47 (8th Dist.)(upholding attorney's bribery conviction for offering to pay a witness under the guise of a "civil settlement" to corrupt her testimony in a sexual assault case). As in *Marshall,* Jones's interpretation of the bribery statute would render a key provision effectively meaningless. The words "*before* * * * the public servant or party official is elected, appointed, qualified, employed, summoned, or sworn" are plain and unambiguous. They prohibit bribing a public official they are appointed, qualified, employed, summoned, or sworn.

Accordingly, the Court should reject Jones's rule of lenity argument because the bribery statute's words and meaning are plain and need no further interpretation.

c. The evidence shows that Jones acted with purpose to corrupt Sam Randazzo when Jones made the $4,333,333 payoff to Randazzo.

Jones next argues that the State failed to prove that the evidence was insufficient to prove that Jones had purpose to corrupt Randazzo through the $4.3 million payoff. Jones reasons that because the payoff took the form of a final "settlement" payment intended for Randazzo's IEU-Ohio client, it could not have been done with purpose to corrupt Randazzo. Jones's argument lacks merit.

At trial, the evidence showed that Jones acted with purpose to corrupt Sam Randazzo when he made the $4,333,333 payoff. In reviewing the sufficiency of the evidence, the Ninth District holds that "[c]ircumstantial evidence and direct evidence inherently possess the same probative value," and that "a sufficiency review commands the court to make all reasonable inferences in favor of the State." *State v. Thomas,* 2020-Ohio-3538, at ¶ 16, citing *State v. Jenks,* 61 Ohio St.3d 259, 273, 574 N.E. 2d 492 (1991). Said differently, the circumstantial evidence in this case carries the same weight as direct evidence would have and it must be viewed in favor of the State. For the following reasons, the evidence is sufficient to show that Jones had a purpose to corrupt Sam Randazzo.

First, Jones and Dowling both explicitly described the $4.3 million as a payment to Sam Randazzo personally, not to IEU-Ohio, and not for any "settlement":

- See State's Exhibit 174, bp. 917; Jones to Randazzo on 12/18/18: "Sam, Do <u>you</u> send an invoice every year? * * * Do you send it to Brad Bingaman?" *Not IEU-Ohio, Not Settlement.*
- See State's Exhibit 179 bp 925; Jones to Randazzo on 12/19/18: "Forget it, we're not settling up with **<u>you</u>** then" *Not IEU-Ohio, Not Settlement*
- State's Exhibit 185, bp 1043: Dowling to Lisowski on 12/28/18: "Where do we stand on the <u>Sam Randazzo payment</u>?" *Not IEU Ohio, Not Settlement*
- "And I get to tell <u>Sam</u> that <u>he's</u> fired." *Id. Not IEU-Ohio, Not Settlement*
    - Elsewhere in the same text conversation, Dowling describes the final payment to Randazzo as "Termination." Even the term doesn't imply a settlement. Termination applies to consulting. Compare State's Exhibit 79.
- Chuck Jones texts Mike Dowling on January 31, 2019: "Was [Sam Randazzo] being paid by FES up til the bankruptcy?" *Not IEU-Ohio, Not Settlement.*

These messages must be viewed in a light most favorable to the State. Defendants might argue that the text messages should be interpreted differently or innocently, but those arguments address the weight of the evidence, not its sufficiency. Defendant's claim that the $4.3 million was a settlement with IEU-Ohio must fail because of Defendant's own statement, even if no other evidence is considered.

Second, the evidence showed that Jones (and Dowling) acted with unusual urgency to make the payment after they found out Randazzo wanted to become PUCO Chairman. Jones and Dowling scrambled to make the payment right after meeting the governor and meeting with Randazzo on 12/18. They realized that despite their initial support for Jason Rafeld to become chair, Randazzo was outmaneuvering them and was seeking the chair job for himself. Specifically:

- Randazzo texts Jones and Dowling at 10:47am on December 19, 2018, State's Exhibit 179 bp 925: "I think I said this last night but just in case – if asked by the administration to go for the Chair spot, I would say yes."
- Jones texts Dowling one minute later at 10:48 a.m. – State's Exhibit 456, bp 923: "See Sam's latest text? I hate to have such instincts." *Shows Jones' awareness that Sam was jockeying to become the next PUCO Chair*
- See also, State's Exhibit 178, bp 920: Dowling Text to Lisowski 12/19/2019: I do have an[sic] *critical* year-end payment to discuss with you this morning. *Might be a bit interesting internally*."

Third, the fact that the CEO was even involved at all in an old, *de minimis* "settlement" payment shows that this payment was special because of Randazzo's selfdeclared candidacy to become PUCO Chair. As Jim O'Neill testified, a payment like this would not be a major corporate decision since it would be "de minimis." (Mar. 3, 2026 Rough, p. 298). Viewed in favor of the State, if the $4,333,333 was a real settlement, there shouldn't have been any decision for the CEO to make. Either FirstEnergy owed the money or it didn't. Indeed, Jason Lisowski testified that in his experience, "settlement agreements would be fully recognized in the period that it's been approved and executed because of the fact that there's nothing further to be done. At that point in time, the obligation has been achieved; it's been done." (Feb. 11, 2026 Rough p. 39). The fact that Jones got involved at all leads to a reasonable inference that the reason Jones got involved was Randazzo's value to the company as a possible regulator.

Fourth, Jones and Dowling structured the payment to go through Randazzo's own shell company, not IEU-Ohio or the McNees law firm that actually represented IEU-Ohio at the time**.** Dowling admitted that he knew SFA-Ohio was associated with Sam Randazzo (Exhibit 363, p. 248).

- Dowling's January 30, 2019 text message to Jones indicated that Jones had prior, personal awareness that FirstEnergy had paid Randazzo through SFA-Ohio: "Chuck - Sam Randazzo is going to pull out of the PUCO process ASAP and it's related to a disclosure on a FES bankruptcy filing. Reporters called FE today inquiring about the relationship between FES and a group called the Sustainability Funding Alliance of Ohio. *You can guess the rest.*" (Exhibit 210, emphasis added).
- No witness familiar with settlements in the energy industry said that it was common to route settlement payments through a lawyer's shell company. See

e.g., testimony of Matt Pritchard (Mar. 3, 2026 Rough at 36); Asim Haque (Feb. 6, 2026 Rough p. 94). Even Ebony Yeboah Amankwah did not say that she had ever seen an arrangement like this one before. (Mar. 13, 2026 Rough, p. 7).

- Evidence showed a dubious legitimate business purpose for this payment – Jason Lisowski testified that by paying the approximately $4.3 million to Randazzo in December 2018 (instead of paying it later over time), FirstEnergy effectively lost about $300,000 to $500,000 in present-value terms due to the time value of money, using a roughly 3% to 5% discount rate consistent with U.S. Treasury rates at the time. See Feb. 10, 2026 Rough at 325-326, and Mark Hayden, Day 10 pp. 27-28 (testifying that he had concerns as it pertains to the legitimate business purpose of paying Randazzo a settlement through the consulting agreement with SFA-Ohio).
- Even Jones and Dowling's own expert witness, Sherene Ebadi, acknowledged the potential that if one's "object as a crafty criminal were to conceal the nature of a payment, or a document that doesn't have any concrete or specific terms, [that] would make that easier." (Mar. 11, 2026 Rough, p. 317).

Fifth, there was no real legal obligation to make the payment. Several pieces of evidence, viewed in a light most favorable to the State, created a reasonable inference that the consulting agreement was not truly binding, and Jones and Dowling simply wanted to pay Randazzo the money:

- There is reasonable inference that there was no signed copy of the contract. FirstEnergy did not have any copy of a signed contract, despite having produced millions of records and many multiple copies of the consulting agreement. The only person who said that she thought there had been a signed copy was Ebony Yeboah-Amankwah, who admitted that she couldn't find one. (Feb. 13, 2026 Rough at 136).

- Under the terms of the amended consulting agreement itself (State's Exhibit 79), nothing required FirstEnergy to accelerate the payment in December 2018. That was entirely discretionary. (See State's Exhibit 79).
- The amended consulting agreement used to justify the payment didn't comply with the standard of care: the writing that wasn't signed or dated, didn't state its terms, didn't state the parties, and didn't explain the dispute or case. On cross-examination, George Jonson testified that "I think you couldn't have a valid written settlement agreement that didn't comport with the standard of care that I've enunciated in this case." (Feb. 20, 2026 Rough, p 224). He explained that in response to a defense question about whether a contract that didn't comply with the standard of care could be legally enforceable, Jonson said that his "opinion is it couldn't." (Day 17, page 226).
- The amended consulting agreement is a modification of the 2013 consulting agreement, which specifically provides that "[n]o amendment, modification, or rescission of the Agreement shall be enforceable unless the same is in writing and signed by the party against whom the terms of such amendment, modification, or rescission are sought to be enforced." (Exhibit 31, Bates 171).
- Even Sam Randazzo thought that FE wasn't obligated to make the payment. (Debbie Ryan Testimony pp. 55, 93-4). Jones also disregarded the advice Ebony Yeboah-Amankwah testified that she gave Mike Dowling and Leila Vespoli the

morning of December 19, 2018, when they discussed whether FirstEnergy should pay Randazzo, and Ebony Yeboah-Amankwah testified that she advised against paying Randazzo. Ultimately, the three deferred the decision to Jones on December 19, 2018. See Feb. 12, 2026 Rough at 39, Feb. 13, 2026 Rough at 73.

Sixth, even if Jones thought it was a true settlement payment for IEU-Ohio, he could have simply paid IEU or other McNees Lawyers and didn't have to pay it through Sam Randazzo's shell entity.

- Ebony Yeboah Amankwah testified that if she had known Randazzo was discussing becoming PUCO Chair, she would have sought to pay any settlement money to another lawyer at the McNees law firm, not Sam Randazzo. (Feb. 17, 2026 Rough p. 198).
- Dowling and Jones both knew that IEU had other lawyers who could have dealt with IEU issues besides Sam. See State's Exhibit 162, bp 714 ("One of his guys, Frank Darr is on point").

Seventh, Jones and Dowling's text messages show the true purpose was to influence Randazzo.

- On 12/19/2019, two minutes after Randazzo told him that if he was asked by the administration he would go for the Chair spot, Jones texted Randazzo back: "Forget it - we're not settling up with you then. Just kidding. 😁" Jones's kidding comment creates a reasonable inference that Jones saw a link between the payment and the fact that Randazzo could become the company's regulator.
- On January 2, 2019, the same day that FE Wired the $4,333,333 payment to Randazzo's shell company, Dowling and Randazzo traded texts about Randazzo

coming to Akron to talk about ways to deal with the Ohio hole. (State's Exhibit 187, bp 1063)

- The very next day, January 3, Jones texted Dowling that he was "disappointed they rejected Jason as Chair. I hope Sam has some good ideas." (State's Exhibit 189, bp. 1065).

Eighth, Jones showed consciousness of guilt when he didn't disclose the Randazzo Payment to the Board of Directors in January 2019.

- Jim O'Neill testified he would have considered a payment to a possible regulator material to the company's interests and should have disclosed it to the board since it was a risk to the company. (Day 23, p. 189).
- Jones's failure to disclose such an obviously material payment to the board—one that could *and did* jeopardize the company's integrity, financial viability and independence—shows that Jones had consciousness of guilt for having paid Randazzo to corrupt or improperly influence him.

Ninth, Jones's decision to share *with Randazzo* an obscene, victorious "meme" gloating about Randazzo's role in getting HB 6 passed creates a reasonable inference that Jones corrupted or improperly influenced Randazzo. The meme depicted Randazzo as one of "us" with his face superimposed on Mt. Rushmore alongside the faces of Mike Dowling, Ty Pine, and FirstEnergy ally Matt Evans:

(State's Exhibit 274 A, bp 2089).

Tenth, it worked. Jones's corruption of Sam Randazzo directly benefitted FirstEnergy as well as Jones and Dowling. As was well-established by trial evidence, Jones and Dowling believed that Randazzo's work on FirstEnergy's behalf would boost FirstEnergy's stock price. This in turn directly benefitted Jones and Dowling[2] because FirstEnergy paid the two men with company stock. Jones explicitly acknowledged this fact when he texted Sam Randazzo on November 22, 2019 to thank him for eliminating the 2024 base rate case requirement[3]:

[2] For example, Dowling texted John Kiani on July 17, 2019 about the anticipated decoupling benefit in HB 6, saying "[n]umber of shares times the price per share times 2% = a pat on the back." (State's Exhibit 271, bp 2070).

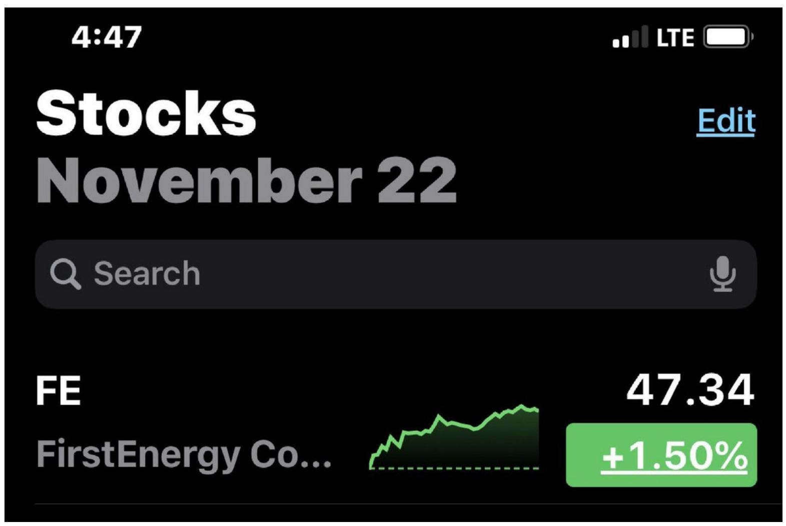
[3] Trial evidence also showed a connection between Randazzo's directives to PUCO staff to write language eliminating the rate case and an *ex parte* phone call with Dowling. In State's Exhibits 278 and 281, Randazzo emailed his staff on August 21, 2019 at 2:29 p.m. and 2:44 p.m. to eliminate 2024 requirement. Dowling's call log detail shows a four-minute phone call with Randazzo that same day at 11:37 a.m. State's Exhibit 282, bp 2141.

SR **Sam Randazzo** 5:01 PM
Ha - as you know, what goes up may come down.
Matt helped. Thanks for the note. Spoke to mike last night.

CJ **Charles Jones** 5:16 PM
Every little bit helps. Those guys are good but it wouldn't happen without you. My Mom taught me to say Thank You.

SR **Sam Randazzo** 5:19 PM
Thanks

(State's Exhibit 297). Then, to eliminate any doubt that he attributed FirstEnergy's rising stock value to Randazzo's official actions, Jones then sent Randazzo a picture of FirstEnergy's stock price:



Id.

In the lead up to the PUCO eliminating the 2026 base rate requirement on November 22, 2019, Jones had texted his friend Matt Evans multiple times connecting FirstEnergy's stock value with Randazzo and avoiding rate changes. See State's Exhibit 482, bp 4332 (texting Evans on August 20, 2019 "[n]eed Ohio rate freeze til 2029 and we'll get it to $50"); State's Exhibit 293, bp 2247 ("the FE rescue project is not over. At EEi financial conference. Stock is gonna get hit with Ohio 2024. Need Sam to get rid of the 'Ohio 2024' hole."). Jones also acknowledged the personal benefit he derived from FirstEnergy's rising stock price when he emailed his financial advisor on April 17, 2020 that he had "a plan in place that will exercise [his] remaining stock options when the price hits $50" and that he would "want to put the proceeds somewhere that are very liquid as [he was] getting close to purchasing [his] ultimate retirement home in Naples." (State's Exhibit 484, bp 4335).

In another text that Jones sent on March 4, 2020 to his friend and fellow executive Dennis Chack (who wanted Randazzo's help with yet another FirstEnergy project), Jones again acknowledged how Randazzo had helped the company:

> He will get it done for us but cannot just jettison all process. Says the combination of over ruling Staff and other Commissioners on decoupling, getting rid of SEET and burning the DMR final report has a lot of talk going on in the halls of PUCO about does he work there or for us? He'll move it as fast as he can.

(State's Exhibit 311, bp 2325). Viewed in a light most favorable to the State, Jones's cautionary statement to Chack that people at the PUCO were questioning whether Randazzo really worked for FirstEnergy showed Jones's consciousness of guilt about having corrupted or improperly influenced Sam Randazzo.

4. Sufficient evidence demonstrates that Jones engaged in Telecommunications Fraud.

As explained in Section 1, infra, compelling circumstantial evidence sufficiently demonstrated that Jones *caused to be disseminated* by means of a wire any data with the purpose to execute or otherwise further a scheme to defraud. R.C. 2913.05. This conduct primarily took place on December 28, 2018, well after Jones's initial promises to pay Randazzo that took place over a week earlier. The evidence therefore showed more than just Jones participating in a single "event." It alleges "clearly delineated occasions" on which separate corrupt activity took place. *Cf. State v. Willan*, 144 Ohio St. 3d 94, 2015-Ohio-1475, ¶33.

Jones's argument that a scheme to conceal the nature of bribe payments cannot form the basis of a conviction for telecommunications fraud is wrong. That statute states that no person "having devised a scheme to defraud" shall knowingly "disseminate or cause to be disseminated … any writing…with the purpose to execute or otherwise further the scheme to defraud." R.C. 2913.05(A). Defraud is in turn defined in relevant part by R.C. 2913.01(B) as "to knowingly obtain, by deception, some benefit for oneself or another." That definition does not limit benefits to financial benefits involving money or property, or preclude intangible benefits.

Ohio courts, including the Ohio Supreme Court, have treated intangible benefits as benefits for purposes of R.C. 2913.01(B)'s definition of default. The Fifth District, for example, held that there was sufficient evidence to convict a defendant who used a false name on jail booking records. *State v. Sanders*, 2016-Ohio-7204, ¶55 (5th Dist.). It rejected the defendant's argument that he gained no benefit from the deception. The defendant, the *Sanders* court held, "did benefit by use of the alias during booking: his true identity as Ladarrius Sanders, and his past history of domestic violence convictions and warrants, remained undiscovered." *Id.* The Eleventh District reached a similar conclusion in *State v. Peak*, 2005-Ohio-6422 (11th Dist.). The defendant in that case, it held, received a "benefit" sufficient to establish a "purpose to defraud" where she signed a false name "hoping that her true identity would not have been discovered." *Id.* at ¶43. Finally, the Ohio Supreme Court has held that a defendant satisfies the requirements of tampering with records when he files a false sex-offender address-verification form. *State v. Brunning*, 134 Ohio St. 3d 438, 2012-Ohio-5752, ¶¶29-30. The Court in that case did not directly address the meaning of "benefit" or "defraud." *See id.* But by affirming the validity of the defendant's original tampering conviction, the Ohio Supreme Court's *Brunning* decision nevertheless confirmed that intangible benefits are sufficient to support conviction for an offense that requires a purpose to defraud.

As is most relevant to this case, the Ninth District has held that a secrecy is a benefit sufficient to satisfy the definition of "defraud" found in R.C. 2913.01(B). *See State v. Burge*, 2017-Ohio-5836, ¶36 (9th Dist.). The defendant in that case was a common pleas court judge who was convicted of tampering with records because he had filed false financial disclosure forms. *Id.* at ¶2. Specifically, the defendant did not disclose that he owned a commercial building that he leased as office space to local attorneys. *Id.* at ¶3. On appeal, he argued that he had not benefited from his deception and that there was insufficient evidence to support his tampering convictions. *See id.* at ¶14. The Ninth District rejected his argument. It held that the defendant had received a benefit for purposes of R.C. 2913.01(B). *Id.* at ¶36. It identified two benefits that the defendant received: one financial and the other intangible. The financial benefit was "a revenue stream for tenants of the commercial building for which he was the primary guarantor." *Id.* The intangible benefit was that the defendant was able to keep secret information that "would have placed the public on notice that he had a potential conflict of interest with certain criminal defense attorneys." *Id.*

Jones's heavy reliance on the United States Supreme Court decision in *McNally v. United States*, 483 U.S. 350 (1987) is of limited relevance here. The question at issue in *McNally* was whether the federal mail fraud statute prohibited "honest services fraud," by which citizens were defrauded of "their intangible rights to honest and impartial government." *Id.* at 355. *McNally* held that it did not. In reaching that conclusion, *McNally* relied on both the language of the mail fraud statute (18 U.S.C. § 1341) as well as common law. It emphasized that the mail fraud statute criminalized "any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses." *See* 483 U.S. at 357–58 (citing §1341). And, relying in part on common law, it determined that the statute should not be disjunctively. *McNally* held that when Congress added the second phrase making it illegal to "obtain[] money or property" it "simply made it unmistakable that the statute reached false promises and misrepresentations as to the future as well as other frauds involving money or property." *Id.* at 359.

The definition of "defraud" found in R.C. 2913.01(B) is decidedly different from the mail fraud statute at issue in *McNally*. The language of R.C. 2913.01(B) prohibits the obtaining of "some benefit for oneself or another." It does not require that a defendant "take" anything. Additionally, unlike the federal mail fraud statute, the Revised Code does not limit the meaning of "defraud" or "benefit" to "obtaining money or property." *Compare* 18 U.S.C. §1341 with R.C. 2913.01(B). As already discussed above, Ohio courts have in fact *rejected* such a narrow reading of R.C. 2913.01(B). It is the definition found in R.C. 2913.01(B) that controls for purposes of this case—not *McNally*'s analysis of entirely different language found in an entirely different federal statute.

In pretrial dismissal arguments, Jones attempted to support dismissal with statements of the legislator who sponsored Ohio's telecommunications fraud statute, which was equally misplaced. It is well-settled that in Ohio "the views of individual legislators do not determine what a provision means." *League of Women Voters of Ohio v. Ohio Redistricting Comm'n.,* 167 Ohio St.3d 255, 279, 2022-Ohio-65, citing *State v. Toney*, 81 Ohio St. 130, 140, 90 N.E. 142 (1909) ("the enactment receives its vigor and force as law by reason of its enactment by the general assembly, no matter from what source the inspiration came"); *see also Nichols v. Villarreal*, 113 Ohio App. 3d 343, 349, 680 N.E.2d 1259 (4th Dist.1996) (courts "must determine the intent of the Ohio General Assembly not from the expressions of a single legislator, but from the expression of the legislative body as a whole"). Courts must apply statutes as written. This Court must follow the Ohio Supreme Court's lead and "not use legislative debate 'to muddy clear statutory language.'" *League of Women Voters,* 167 Ohio St.3d at 279, quoting, *Milner v. Dept of the Navy*, 562 U.S. 562, 572, 131 S. Ct. 1259, 179 L. Ed. 2d 268 (2011). Where, as here, the text of a statute, such as R.C. 2913.01(B), "is unambiguous, it should be applied by its terms without recourse to policy arguments, legislative history, or any other matter extraneous to the text." *Trumbull Cnty. v. Purdue Pharma, L.P.*, 179 Ohio St. 3d 74, 2024-Ohio-5744 (quoting Scalia & Garner, Reading Law, at 436). The plain language of R.C. 2913.05 provides no support for acquitting Jones, and his arguments to the contrary must be rejected.

5. Conclusion.

For the foregoing reasons, the State of Ohio respectfully requests that the Court deny defendant Charles Jones's Motion for Acquittal pursuant to Crim. R. 29(C).

Respectfully submitted,

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CERTIFICATE OF SERVICE

A copy of the foregoing has been served by means of the court's electronic system on counsel of record for all parties in this case.

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