

IN THE COMMON PLEAS COURT OF FRANKLIN COUNTY, OHIO

FIRST MERCHANTS BANK :
3650 Olentangy River Road :
Columbus, OH 43214 : CASE NO. _____

PLAINTIFF : JUDGE _____

VS. :

LEROY JOHNSON, JR. :
AKA ROY JOHNSON :
2664 Aschinger Blvd. :
Columbus, OH 43212 :

JAMES E. RICHARDSON, IV :
AKA JAY RICHARDSON :
1261 Dublin Road :
Columbus, OH 43215 :

THE RICHARD ALLEN GROUP LLC :
DBA MJOLNIR DEVELOPMENT GROUP :
c/o Roy Johnson :
20 S. Third Street, Suite 210 :
Columbus, OH 43215 :

JOHN DOES 1-5 :
Address Unknown :

JOHN DOE CORPORATIONS 1-5 :
Address Unknown :

DEFENDANTS :

COMPLAINT

Now comes Plaintiff First Merchants Bank ("Plaintiff"), by and through undersigned counsel, and hereby makes the following claims:

INTRODUCTION:

A. Plaintiff is an Indiana banking corporation duly authorized to transact business in the State of Ohio.

B. Defendant Leroy Johnson, Jr., aka Roy Johnson ("Defendant Johnson") is an individual residing in and/or transacting business in Franklin County, Ohio.

C. Defendant James E. Richardson, IV, aka Jay Richardson ("Defendant Richardson") is an individual residing in and/or transacting business in Franklin County, Ohio.

D. Defendant The Richard Allen Group LLC, dba MJOLNIR Development Group ("Defendant Richard Allen Group") is a limited liability company duly authorized to transact business in the State of Ohio and doing business in Franklin County.

E. Defendants John Doe 1-5 are individual defendants who are currently unknown and unidentified.

F. Defendants John Doe Corporations 1-5 are corporations, limited liability companies or other entity defendants which are currently unknown and unidentified.

G. Defendant Johnson, Defendant Richardson, Defendant Richard Allen Group, Defendants John Doe 1-5 and Defendants John Doe Corporations 1-5 are hereafter referred to collectively as "Defendants".

H. Venue is appropriate in Ohio, and particularly in Franklin County, as the transactions underlying the instant litigation occurred in Franklin County, Ohio.

GENERAL ALLEGATIONS:

1. Plaintiff states that one or more of Defendants, inclusive of Defendant Johnson, approached Plaintiff representing themselves to be authorized by and acting on behalf of The Third Episcopal District of the African Methodist Episcopal Church (the "Church") and requested, among other things, that Plaintiff extend a loan to the Church in the amount of \$100,000.00 (the "Loan").

2. Plaintiff states that in conjunction with the loan request, Defendants held themselves out as officers and/or other authorized agents of the Church who had the authority to pursue and enter into the Loan with Plaintiff for and on behalf of the Church.

3. Plaintiff states that Defendants provided, among other things, documentation purporting to demonstrate that they were officers and/or authorized agents acting on behalf of the Church including, but not limited to, the submission of resolutions and certifications purporting to authorize their positions, authority and acts. Copies of such resolutions and certifications are attached hereto collectively as Exhibit "A" (the "Resolutions").

4. Plaintiff states that pursuant to the Resolutions, among other parties, Defendants Johnson and Defendant Richardson, who signed such Resolutions, represented that Defendant Richardson was appointed as the President of the Church and Defendant Johnson was appointed as the Secretary of the Church.

5. Plaintiff states that based upon the representations of Defendants, inclusive of Defendant Johnson and Defendant Richardson, Plaintiff agreed to extend the Loan to the Church in the original principal sum of \$100,000.00.

6. Plaintiff states that on or about April 23, 2018, Defendant Johnson executed various documents in order to effectuate the Loan including, but not limited to, a Promissory Note in the original principal sum of \$100,000.00 (the "Note"), a Commercial Security Agreement and a Corporate Resolution, all of which are attached hereto as Exhibits "B", "C" and "D".

7. Plaintiff states that subsequent to entering into the Note, there was a default in payment (the "Default").

8. Plaintiff states that upon the occurrence of the Default, Plaintiff began investigating the Default and, among other things, communicated and met with the Church, inclusive of Reverend Dr. Taylor T. Thompson, regarding the Loan and the Default.

9. Plaintiff states that, during those communications and meeting, Reverend Dr. Taylor T. Thompson indicated that the Church had no knowledge of the Loan, was not a party thereto and did not receive any proceeds or benefit from the Loan.

10. Plaintiff states that Reverend Dr. Taylor T. Thompson and the Church provided a letter, a copy of which is attached hereto as Exhibit "E" (the "Letter") which stated that the Church had no knowledge of the Loan, was not a party thereto and did not receive any proceeds or benefit from the Loan.

11. Plaintiff states that Dr. Taylor T. Thompson, at the meeting and in the Letter, indicated that while the Resolutions purported to bear his signature that he had never signed such Resolutions and that it was not his signature.

12. Plaintiff states that in conjunction with its investigations it reviewed the various disbursements made under the Loan which disbursements were requested by Defendant Johnson and made to, among other parties, Defendant Richard Allen Group, dba MJOLNIR Development Group, and Defendant Johnson.

13. Plaintiff states that Defendants, whether directly or indirectly, individually or through entities or associated entities, received the proceeds of and the benefit of the Note and Loan.

COUNT 1 (NEGLIGENT MISREPRESENTATION):

14. Plaintiff hereby incorporates its allegations in paragraphs in the Introduction and paragraphs 1 through 13 above as if fully rewritten herein.

15. Plaintiff states that, in the course of the transaction (i.e. the Loan transaction) in which Plaintiff had a pecuniary interest, Defendants supplied false information to Plaintiff and/or made omissions upon which Plaintiff relied to its detriment and Plaintiff suffered pecuniary loss.

16. Plaintiff states that the representations, misrepresentations and information supplied by Defendants were relied upon by Plaintiff in extending the Loan and permitting the disbursement of funds thereunder.

17. Plaintiff states that as a result of the foregoing misrepresentations, it has been damaged in the amount of \$107,656.69 as of November 6, 2018 plus interest accruing thereon, and such further amounts as shall be proven at trial.

18. Plaintiff states that due to the intentional, willful, wanton and otherwise malicious acts of Defendants, Plaintiff is entitled to such other damage as may be permitted by statute and/or common law including, but not limited to, attorney fees.

COUNT 2 (FRAUD; FRAUDULENT MISREPRESENTATION):

19. Plaintiff hereby incorporates its allegations in the Introduction and paragraphs 1 through 18 above as if fully rewritten herein.

20. Plaintiff states that Defendants made representations that were material to the loan transaction including, among other things, that they had authority from and were acting on behalf of the Church in obtaining the Loan and that the Loan proceeds would be used by and for the benefit of the Church, but instead they had no such

authority and such Defendants retained and used the proceeds for Defendants' own purposes and uses.

21. Plaintiff further states that Defendants made additional representations that were material to the transaction at hand in order to obtain draws under the Loan.

22. Plaintiff states that the foregoing representations and agreements of Defendants were made with the intent of misleading Plaintiff into relying upon them.

23. Plaintiff states that its reliance upon such representations was justifiable.

24. Plaintiff states that the foregoing constitutes fraud, for which Plaintiff has been damaged in the sum of \$107,656.69 as of November 6, 2018, with interest continuing to accrue thereon and such other amounts as are to be proven at trial.

25. Plaintiff states that due to the intentional, willful, wanton and otherwise malicious acts of Defendants, Plaintiff is entitled to such other damages as may be permitted by statute and/or common law, including attorney fees.

COUNT 3 (CONVERSION):

26. Plaintiff hereby incorporates its allegations in the Introduction and paragraphs 1 through 25 above as if fully rewritten herein.

27. Plaintiff states that Defendants have taken, converted and unlawfully retained the proceeds of the Loan, with an amount due and owing of \$107,656.69 as of November 6, 2018, with interest continuing to accrue thereon.

28. Plaintiff states that Defendants have wrongfully retained such funds and are attempting to convert those funds solely for their own use without repayment to Plaintiff.

29. Plaintiff states that as a direct and proximate result of the multiple acts of conversion or attempted conversion of funds, including all funds under the Note, Plaintiff has not only suffered damage in the amount of the converted funds but additional damages including, but not limited to, attorney fees.

30. Plaintiff states that it has been damaged and continues to be damaged as a result of the foregoing conversion or conversions in an amount in excess of \$107,656.69 as of November 6, 2018 plus interest accruing thereon, which sum shall be proven at trial.

31. Plaintiff states that due to the intentional, willful, wanton and otherwise malicious acts of Defendants, Plaintiff is entitled to such other damages as may be permitted by statute and/or common law, including attorney fees.

COUNT 4 (UNJUST ENRICHMENT):

32. Plaintiff hereby incorporates its allegations in the Introduction and paragraphs 1 through 31 above as if fully rewritten herein.

33. Plaintiff states that Defendants, individually and/or collectively, have received the proceeds from the Loan.

34. Plaintiff states that Defendants have not repaid the proceeds that were received under the Loan.

35. Plaintiff states that Defendants, whether individually or collectively have received the benefits from the proceeds of the Loan while failing to repay same.

36. Plaintiff states that to allow Defendants to retain such benefit would be unjust.

37. Plaintiff states that as a result of unjust enrichment, Plaintiff has been damaged in excess of \$107,656.69 as of November 6, 2018, plus interest accruing thereon, attorney fees and such other sums as may be proven at trial.

38. Plaintiff states that due to the intentional, willful, wanton and otherwise malicious acts of Defendants, Plaintiff is entitled to such other damages as may be permitted by statute and/or common law, including attorney fees.

COUNT 5 (PASSING BAD CHECKS):

39. Plaintiff hereby incorporates its allegations in the Introduction and paragraphs 1 through 38 above as if fully rewritten herein.

40. Plaintiff states that on or about September 14, 2018, Defendants, individually or collectively, through Defendant Johnson presented and passed to Plaintiff a check in the sum of \$7,000.00 with the purpose to defraud and having knowledge that same would be dishonored.

41. Plaintiff states that as a result of the foregoing, Plaintiff has been damaged.

42. Plaintiff states that as a result of the foregoing it is also entitled to those damages provided for under ORC §§ 2913.11, 2307.61 and other statutes and/or under common law as applies in such circumstances with damages to be in an amount equal to three times the value of the check and such other damages, inclusive of attorney fees, as may be provided for by law.

43. Plaintiff states that due to the intentional, willful, wanton and otherwise malicious acts of Defendants, Plaintiff is entitled to such other punitive, exemplary or other damages as may be permitted by statute and/or common law, including attorney fees.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, in the sum of \$107,656.69 as of November 6, 2018, with interest accruing thereon from November 6, 2018, at the variable rate provided for in the Note, and in the sum of \$21,000.00 with interest accruing thereon from the date of judgment, as well as such other damages, non-economic, consequential and punitive damages and attorney fees as provided for under the Note, at law or in equity, as well as court costs and such other relief as this Court deems just and equitable.

KEMP, SCHAEFFER, & ROWE CO., L.P.A.

BY: /s/ Richard G. Murray, II
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