

IN THE COMMON PLEAS COURT OF FRANKLIN COUNTY, OHIO

FIRST MERCHANTS BANK

Plaintiff,

vs.

LEROY JOHNSON, JR., et al.,

Defendants.

CASE NO.: 18 CV 009775

JUDGE: JEFFREY M. BROWN

**PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

Now comes Plaintiff, First Merchants Bank ("First Merchants" or "Plaintiff"), by and through undersigned counsel, and hereby move this Honorable Court for an Order granting Plaintiff summary judgment against Richard Allen Group, LLC ("Richard Allen Group") Leroy Johnson Jr. ("Johnson"), and James E. Richardson, IV, ("Richardson"), pursuant to Rule 56 of the Ohio Rules of Civil Procedure. As demonstrated in the Memorandum in Support which follows, and Exhibits submitted herewith, there are no genuine issues of material fact and Plaintiff is entitled to summary judgment as a matter of law.

Kemp, Schaeffer & Rowe Co., LPA

/s/ Michael P. Ferguson

Scott N. Schaeffer (0080934)

Michael P. Ferguson (0082851)

88 West Mound Street

Columbus, Ohio 43215

Telephone: (614) 224-2678

Facsimile: (614) 469-7170

scott@ksrlegal.com

mferguson@ksrlegal.com

Attorneys for Plaintiff

MEMORANDUM IN SUPPORT

I. INTRODUCTION

This cause of action arises from a loan between Plaintiff First Merchants and Defendants Richard Allen Group, LLC (“Richard Allen Group”) Leroy Johnson Jr. (“Johnson”), and James E. Richardson, IV, (“Richardson”). Defendants informed Plaintiff they were the financial arm of The Third Episcopal District of the African Methodist Episcopal Church (the “AME Church”), and falsely informed Plaintiff that they were authorized by the AME Church to obtain the loan. Defendants completed a loan application and signed loan documents in the name of the AME Church and provided fraudulent certifications to Plaintiff purporting to authorize Defendants to act on behalf of the AME Church. In fact, the AME Church never authorized Defendants to obtain a loan from Plaintiff; Defendants now admit this is true. Defendants obtained a \$100,000.00 loan from Plaintiff, withdrew funds in excess of the loan limit, and then failed to repay it. None of the proceeds went to benefit the AME Church, and the entire loan remains unpaid, with interest accruing. This is the epitome of fraudulent misrepresentation, and Plaintiff has clearly sustained considerable damages as a result. Plaintiff is entitled to summary judgment, as a matter of law.

II. FACTUAL BACKGROUND

Defendant Richard Allen Group, LLC was created by Defendants Johnson and Richardson on December 19, 2014.¹ Defendants Johnson and Richardson controlled one hundred percent of the membership interest of the Richard Allen Group.² No other person held any position within the Richard Allen Group.³ The Richard Allen Group possesses a fictitious trade name, Mjølfnir Development, which was a real estate development entity through which Defendants Johnson and

¹ Deposition of Leroy Johnson, Jr. (“Johnson Depo.”), p. 28; Deposition Exhibit 18

² Johnson Depo. p. 28-29; Deposition Exhibit 18.

³ Johnson Depo. p. 42-43.

Richardson could get paid for their work with the AME Church.⁴ Though Defendants claim there is a relationship between the Richard Allen Group and the AME Church, Defendant Johnson admits there is no written document which establishes the Richard Allen Group as the financial arm of the AME Church:

Q: Okay. Financial arm. Now, was there anything in writing between The Richard Allen Group and the church whereby the church says, you are our financial arm?

*A: No. I don't believe that there is, or if there is, I can't really recall.*⁵

Nevertheless, in February 2018, Defendants made a presentation to Plaintiff and several other banks for the purpose of securing loans for the Christians of Faith Academy, a private Christian school which Defendants claim is affiliated with the AME Church.⁶

Defendants make fraudulent misrepresentations to Plaintiff.

Following the February 2018 presentation, Defendants Richardson and Johnson met with Plaintiff's representatives regarding securing a loan.⁷ Defendant Johnson completed a Commercial Loan Application with First Merchants, identifying the AME Church as the borrower, including the church's tax identification number.⁸ Defendant Johnson submitted a signed Request for Taxpayer Identification (W-9) to Plaintiff, providing the tax identification number for the AME Church, but listing the address for the Richard Allen Group.⁹ Defendants presented Certifications to Plaintiff purporting to appoint the Richard Allen Group as the financial arm of the Church.¹⁰ Reverend Thompson denies signing the Certifications.¹¹

⁴ Johnson Depo. p. 37-38.

⁵ Johnson Depo. p. 166; *see also* Deposition of Taylor T. Thompson ("Thompson Depo.") p. 89, 117-118.

⁶ Johnson Depo. p. 66-68.

⁷ Johnson Depo. p. 73-74

⁸ Johnson Depo. p. 79-80; Deposition Exhibit 20.

⁹ Johnson Depo. p. 79-82; Deposition Exhibit 21.

¹⁰ Deposition Exhibit 11, p. 1-2.

¹¹ Thompson Depo. p. 79-80, 90-92; Deposition Exhibits 11 and 12.

Ultimately, on April 23, 2018, Plaintiff extended a \$100,000.00 loan to Defendants, based upon the representations that Defendants represented the AME Church.¹² Defendant Johnson executed a Promissory Note, a Commercial Security Agreement, and a Corporate Resolution to Borrow / Grant Collateral, identifying himself as Secretary of The Third Episcopal District of the African Methodist Episcopal Church.¹³ The AME Church was identified as the borrower.¹⁴ Defendant Johnson admitted he never held the position of Secretary of the AME Church, but that was his position within the Richard Allen Group.¹⁵

Defendants withdraw loan proceeds.

Thereafter, Defendants began withdrawing proceeds on the loan extended by Plaintiff.¹⁶ Defendant Johnson caused checks to be written to Mjolnir Development, the fictitious trade name held by the Richard Allen Group created to pay Defendants Johnson and Richardson.¹⁷ Defendant Johnson also had a check issued payable to himself.¹⁸ Those checks were deposited into a Huntington Bank account held by Mjolnir Development, and which was controlled solely by Defendant Johnson.¹⁹ The Huntington account is now closed, and Defendants do not possess any records reflecting how those funds were distributed.²⁰ Defendants admit the principal balance due on the loan, exclusive of interest is \$105,461.82, and that none of the Defendants have repaid the loan to Plaintiff.²¹ Reverend Thompson, who at all relevant times was Treasurer of the AME Church, testified that none of the proceeds from the First Merchants loan to Defendants benefitted the AME Church.²²

¹² Johnson Depo. p. 74

¹³ Johnson Depo. p. 74-79 ; Deposition Exhibit 11.

¹⁴ *Id.*

¹⁵ Johnson Depo. p. 75-76.

¹⁶ Johnson Depo. p. 82.

¹⁷ Johnson Depo. p. 94-99; Deposition Exhibit 11.

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.*

²¹ Johnson Depo. p. 109.

²² Thompson Depo. p. 85-89

Defendants fail to inform Plaintiff it is not affiliated with the AME Church.

In July 2018, the AME Church issued a statement and posted on its website an announcement that the AME Church had no affiliation with the Richard Allen Group or the Christians of Faith Academy.²³ The affiliation which Defendants suggest it had with the AME Church, both in terms of the financial arm of the church and with the Christians of Faith Academy would require authorization and approval from a larger church governing body than the local leadership, and that larger board never authorized a relationship with Defendants.²⁴ In September 2018, Defendant Johnson informed another creditor, Affordable Care Clinic, that the Richard Allen Group was not affiliated with the AME Church.²⁵ Despite this admission of no relationship to other entities, Defendants never informed Plaintiff that Defendants were not associated with the AME Church.²⁶

Defendant Johnson passes a bad check.

On or about September 14, 2018, Defendant Johnson presented to Plaintiff a check in the amount of \$7,000, issued from the bank account of his girlfriend, Jillian Collins.²⁷ Defendant Johnson obtained the check and deposited it with Plaintiff to make a payment on the loan.²⁸ Defendant Johnson claims he expected the AME Church would put money in Ms. Collins account.²⁹ However, the AME Church had previously announced it was not affiliated with the Richard Allen Group and Defendant Johnson admitted same in his email to Affordable Care just one day later. The \$7,000.00 check was dishonored for insufficient funds.³⁰ Defendant Johnson admitted the check bounced, and at no point thereafter were sufficient funds deposited in Ms. Collins' account so the check to Plaintiff could be

²³ Johnson Depo. p. 87; Thompson Depo. p. 141-144;

²⁴ Thompson Depo. p. 99-105.

²⁵ Johnson Depo. p. 100-107; Deposition Exhibit 22.

²⁶ Johnson Depo. p. 105

²⁷ Johnson Depo. p. 83-84, ; Deposition Exhibit 11.

²⁸ *Id.*

²⁹ Johnson Depo. p. 85-87.

³⁰ Johnson Depo. p. 87, 92-93.

honored.³¹ Furthermore, in the time between the deposit of the \$7,000.00 check and the time it was dishonored, Defendant Johnson withdrew more funds on the loan, despite knowing full well that there were insufficient funds in the account, and that the AME Church would not deposit funds.³² As a result, upon dishonor of the bad check, Defendants had withdrawn funds in excess of the \$100,000.00 loan limit.³³

Admitted Facts.

On August 11, 2020, Plaintiff issued its Second Request for Admissions upon each Defendant.³⁴ Defendant did not respond to the Admissions within 28 days, meaning the requests are deemed admitted, pursuant to Civ.R. 34. Accordingly, Defendants have all admitted to the following facts:

- The AME Church never authorized or approved the Richard Allen Group to serve as the financial arm of the AME Church.
- Defendants Leroy Johnson, Jr., the Richard Allen Group, or James E. Richardson, IV were never authorized or approved by the AME Church to obtain the loan which is the subject of this case from First Merchants Bank on behalf of the AME church.
- The information Defendants Leroy Johnson, Jr., the Richard Allen Group, or James E. Richardson, IV provided to First Merchants Bank that you were authorized to apply and obtain a loan on behalf of the AME Church, was false.
- Defendants Leroy Johnson, Jr., the Richard Allen Group, or James E. Richardson, IV failed to exercise reasonable care or competence in communicating false information to First Merchants Bank.
- Defendants Leroy Johnson, Jr., the Richard Allen Group, or James E. Richardson, IV knew the information provided to First Merchants Bank regarding Defendants' relationship to the AME Church was false.

³¹ *Id.*

³² *Id.*

³³ Johnson Depo. p. 93.

³⁴ A copy of the Request for Admissions to Defendants Johnson, Richardson, and Richard Allen Group are attached hereto as Exhibit A, B, and C respectively

- The false information provided by Defendants Leroy Johnson, Jr., the Richard Allen Group, or James E. Richardson, IV was material to First Merchants decision to extend a loan to the AME Church.
- First Merchants Bank justifiably relied upon the false information Defendants Leroy Johnson, Jr., the Richard Allen Group, or James E. Richardson, IV provided when it extended a loan to the AME Church in the amount of \$100,000.00.
- Defendants have not repaid the proceeds that were received under the First Merchants Bank loan which is the subject of this case.
- There is no evidence the Richard Allen Group was the financial arm of the AME Church.
- Mjолnir Development Group is a fictitious name registered by the Richard Allen Group.
- All of the proceeds from the First Merchants Bank loan which is the subject of this case went to either the Richard Allen Group or Leroy Johnson, Jr.
- None of the proceeds from the First Merchants Bank loan which is the subject of this case benefitted the AME Church.

III. SUMMARY JUDGMENT STANDARD

A trial court may grant summary judgment only when: (1) there is no genuine issue of any material fact; (2) the moving party is entitled to judgment as a matter of law; and (3) the evidence submitted can only lead reasonable minds to a conclusion which is adverse to the nonmoving party, construing the evidence most strongly in that party's favor.³⁵ The party moving for summary judgment has the initial burden of producing some evidence that demonstrates the lack of a genuine issue of material fact.³⁶ In doing so, the moving party is not required to produce any affirmative evidence, but must identify those portions of the record that affirmatively support its argument.³⁷ The nonmoving party must then present evidence to show that there is some issue of material fact

³⁵ Civ.R. 56(C); *Harless v. Willis Day Warehousing Co.* (1978), 54 Ohio St.2d 64, 66.

³⁶ *Dresher v. Burt* (1996), 75 Ohio St.3d 280, 293.

³⁷ *Id.* at 292.

yet remaining for the trial court to resolve.³⁸ A material fact is one which would affect the outcome of the suit under the applicable substantive law.³⁹

IV. LEGAL ARGUMENT

A. Plaintiff is entitled to summary judgment on its claim for fraudulent misrepresentation, including an award for punitive damages and attorney's fees.

Under Ohio law, the elements of a cause of action for fraudulent misrepresentation are: (a) a representation or, where there is a duty to disclose, concealment of a fact, (b) which is material to the transaction at hand, (c) made falsely, with knowledge of its falsity, or with such utter disregard and recklessness as to whether it is true or false that knowledge may be inferred, (d) with the intent of misleading another into relying upon it, (e) justifiable reliance upon the representation or concealment, and (f) a resulting injury proximately caused by the reliance.⁴⁰ Punitive damages may be awarded in cases involving fraud if the plaintiff can show the fraud is “aggravated by the existence of malice or ill will or must demonstrate that the wrongdoing is particularly gross or egregious.”⁴¹ Actual malice, necessary for an award of punitive damages, is (1) that state of mind under which a person's conduct is characterized by hatred, ill will, or a spirit of revenge or (2) a conscious disregard for the rights and safety of other persons that has a great probability of causing substantial harm.⁴² Egregious conduct is defined as conduct which is conspicuous for bad quality and taste.⁴³

³⁸ Id. at 293.

³⁹ *Anderson v. Liberty Lobby, Inc.* (1986), 477 U.S. 242, 248.

⁴⁰ *Applegate v. Northwest Title Co.*, 10th Dist. Franklin No. 03AP-855, 2004-Ohio-1465, ¶ 13, citing *Brewer v. Brothers* (1992), 82 Ohio App.3d 148, 153, 611 N.E.2d 492; *Brothers v. Morrone-O'Keefe Dev. Co., LLC*, Franklin App. No. 03AP-119, 2003 Ohio 7036; *Taris v. Brown* (Feb. 20, 1996), Franklin App. No. 95APE08-1075, 1996 Ohio App. LEXIS 545.

⁴¹ See R.C. 2315.21(C)(1); *Levy v. Seiber*, 2016-Ohio-68, 57 N.E.3d 331, ¶ 62 (12th Dist.), citing *Charles R. Combs Trucking, Inc. v. Internatl. Harvester Co.*, 12 Ohio St.3d 241, 12 Ohio B. 322, 466 N.E.2d 883 (1984), paragraph three of the syllabus.

⁴² *Preston v. Murty*, 32 Ohio St.3d 334, 335, 512 N.E.2d 1174 (1987).

⁴³ *Beaumont v. Albert*, 12th Dist. Preble No. CA2009-03-006, 2009-Ohio-6176, ¶ 32.

In the present matter, all of the elements of fraudulent misrepresentation are satisfied. Defendants are not affiliated with the AME Church. Defendants admit there is no written agreement from the church authorizing the Richard Allen Group to act as the financial arm of the AME Church. Despite this, Defendants applied for and secured a \$100,000.00 loan from Plaintiff in the name of the AME Church. Defendant Johnson signed the loan documents as Secretary of the AME Church, yet admitted he never held that role with the church. Defendants' false statements to Plaintiff were made with the intent to mislead Plaintiff to extend a loan to Defendants, which Plaintiff believed was the financial arm of the AME Church. Plaintiff justifiably relied upon Defendants' false statements and extended a loan to Defendants, in the name of the AME Church. Further, by failing to respond to the Second Request for Admissions, Defendants admit 1) they were never authorized or approved by the AME Church to obtain the loan from First Merchants on behalf; 2) Defendants knowingly provided false information to Plaintiff, namely that they were authorized to apply and obtain a loan on behalf of the AME Church, was false; 3) the false information provided to Plaintiff by Defendants was material to First Merchants' decision to extend a loan; and 4) Plaintiff justifiably relied upon the false information Defendants when it extended the \$100,000 loan. Plaintiff's damages are evidenced by the fact that the loan has not been repaid. Defendants admit they withdrew funds in excess of the \$100,000.00 loan. Defendants admit the loan principal balance is \$105,461.82, exclusive of interest and that the loan has not been repaid by any Defendant.

Further, Plaintiff is entitled to an award of punitive damages and attorney fees for Defendant's fraudulent misrepresentation. Defendants admit they provided false information, purporting to represent the AME Church when requesting a \$100,000 loan from Plaintiff. Defendant Johnson admittedly signed loan documents which he knew falsely identified the AME

Church as the borrower, and himself as Secretary of the AME Church. Even as the AME Church and indeed Defendant Johnson informed others that there was no affiliation between the Richard Allen Group and the AME Church, Defendants did nothing to inform Plaintiff of this fact. Defendants used the AME Church as the basis to secure a loan from Plaintiff. Defendants withdrew the money, none of which benefitted the AME Church, and failed to repay the loan. This is the epitome of egregious conduct meriting an award of punitive damages and attorney fees.

Plaintiff is therefore entitled to summary judgment on Count 1 of its Complaint, as a matter of law.

B. Defendants are liable to Plaintiff for their negligent misrepresentations in securing a loan from Plaintiff.

Ohio Courts have set forth the following elements for a cause of action for negligent misrepresentation: 1) one who, in the course of his or her business, profession or employment, or in any other transaction in which he or she has a pecuniary interest, 2) supplies false information for the guidance of others in their business transactions, 3) is subject to liability for pecuniary loss caused to them by their justifiable reliance upon the information, 4) if he or she fails to exercise reasonable care or competence in obtaining or communicating the information.⁴⁴ Where fraud and negligent misrepresentation are claimed as to the same set of underlying facts, if fraud is proved, then the claim of negligent misrepresentation is necessarily subsumed thereby.⁴⁵ In essence, a finding of fraudulent misrepresentation necessarily means negligent misrepresentation has also occurred.

⁴⁴ *Patel v. Univ. of Toledo*, 2017-Ohio-7132, 95 N.E.3d 979, ¶ 30 (10th Dist.), citing *Federated Mgt. Co. v. Coopers & Lybrand*, 137 Ohio App. 3d 366, 395, 738 N.E.2d 842 (10th Dist.2000), citing *Delman v. Cleveland Heights*, 41 Ohio St.3d 1, 534 N.E.2d 835 (1989).

⁴⁵ *Textron Fin. Corp. v. Nationwide Mut. Ins. Co.*, 115 Ohio App.3d 137, 149, 684 N.E.2d 1261 (9th Dist.1996).

As with the fraudulent misrepresentation above, all of the elements for negligent misrepresentation are satisfied in this case. Defendants have a clear pecuniary interest in the loan, in that they were the recipients of the loan proceeds. Defendants falsely informed Plaintiff that the Richard Allen Group was the financial arm of the AME Church, and that Defendants were authorized to obtain the loan for the church. Defendants admit they failed to exercise reasonable care or competence in communicating the false information to Plaintiff. As a result of the false information, Plaintiff extended a loan to Defendants in the name of the AME Church, which has not been repaid, at great pecuniary loss to Plaintiff.

Plaintiff is therefore entitled to summary judgment on Count 2 of its Complaint, as a matter of law.

C. Defendants failure to repay the loan it obtained from Plaintiff is conversion; because it involves elements of fraud, Plaintiff is entitled to punitive damages.

“[C]onversion is the wrongful exercise of dominion over property to the exclusion of the rights of the owner, or withholding it from his possession under a claim inconsistent with his rights.”⁴⁶ The elements of conversion are: (1) plaintiff's ownership or right to possession of the property at the time of the conversion; (2) defendant's conversion, by a wrongful act or disposition of plaintiff's property rights; and (3) damages.⁴⁷ Punitive damages may be recovered in a conversion action when the conversion involves elements of fraud, malice or insult.⁴⁸

In the present case, it is undisputed Defendants obtained a loan from Plaintiff, fraudulently claiming they were the financial arm of the AME Church. Defendants withdrew the loan proceeds,

⁴⁶ *State ex rel. Toma v. Corrigan*, 92 Ohio St.3d 589, 592 (2001).

⁴⁷ *Lundeen v. Smith-Hoke*, 10th Dist. Franklin No. 15AP-236, 2015-Ohio-5086, ¶ 17, citing *L & N Partnership v. Lakeside Forest Assn.*, 183 Ohio App.3d 125, 2009-Ohio-2987, P 21, 916 N.E.2d 500 (10th Dist.) [**9] , citing *Kramer Consulting, Inc. v. McCarthy*, 284 F.Supp.2d 917 (S.D. Ohio 2003).

⁴⁸ *Parrish v. Machlan*, 131 Ohio App.3d 291, 296-297, 722 N.E.2d 529 (1st Dist.1997), citing *Villella v. Waikem Motors, Inc.* (1989), 45 Ohio St. 3d 36, 543 N.E.2d 464.

and in fact withdrew \$105,461.82, in excess of the loan amount, by passing a bad check to Plaintiff. Plaintiff has a right to possession of the funds, which Defendants have failed to repay. Plaintiff is therefore damaged in the amount of \$105,461.82, plus interest. Furthermore, as Defendants' conversion is the product of fraud, Plaintiff is entitled to an award of punitive damages and attorney fees.

Plaintiff is therefore entitled to summary judgment on Count 3 of its Complaint, as a matter of law.

D. Defendants were unjustly enriched by their failure to repay the loan extended by Plaintiff.

The three elements for recovery under a theory of unjust enrichment are: (1) a benefit conferred by a plaintiff upon a defendant; (2) knowledge by the defendant of the benefit; and (3) retention of the benefit by the defendant under circumstances where it would be unjust to do so without payment. The purpose of an unjust enrichment claim is to compensate a plaintiff for a benefit the plaintiff conferred on the defendant.⁴⁹ There must be a transaction between the plaintiff and the defendant in which a benefit is conferred upon the defendant.⁵⁰

The arguments set forth above reflecting Defendants' fraudulent and tortious conduct apply to a claim for unjust enrichment as well. As a result of Defendants' conduct, they received \$105,461.82 from Plaintiff. Their failure to repay the funds to which Plaintiff is entitled is the epitome of unjust enrichment. Plaintiff is therefore entitled to summary judgment on Count 4 of its Complaint, as a matter of law.

E. Plaintiff is entitled to treble damages as a result of Defendant Johnson passing a bad check.

⁴⁹ *Johnson v. Microsoft Corp.*, 106 Ohio St.3d 278, 2005-Ohio-4985, 834 N.E.2d 791, ¶ 21, citing *Hughes v. Oberholtzer* (1954), 162 Ohio St. 330, 335, 55 O.O. 199, 123 N.E.2d 393.

⁵⁰ *Id.* at ¶ 22.

R.C. 2307.61 authorizes civil actions for victims of theft.⁵¹ R.C. 2307.61(A) provides that a property owner may bring a civil action to recover damages from one who commits a theft offense involving the owner's property. A prerequisite of bringing a civil action under R.C. 2307.61(A) is that the injury must be the result of a criminal act. Passing bad checks is a criminal act, a theft offense, defined by R.C. 2913.11(B), which states, in pertinent part:

(B) No person, with purpose to defraud, shall issue or transfer or cause to be issued or transferred a check or other negotiable instrument, knowing that it will be dishonored or knowing that a person has ordered or will order stop payment on the check or other negotiable instrument.

The essential elements of passing a bad check under R.C. 2913.11(B) are that a person (1) with purpose to defraud, (2) issued a check, (3) knowing that it will be dishonored.⁵² A person is presumed to know that a check will be dishonored if the check was properly refused payment for insufficient funds upon presentment within thirty days and that it is not satisfied within ten days of notice of the dishonor.⁵³ R.C. 2307.61(A)(1)(b) specifies an injured property owner may seek treble damages for injury caused by passing bad checks.

In the present matter, it is undisputed that Defendant Johnson passed a bad check to Plaintiff. He had his girlfriend write a check in the amount of \$7,000.00 payable to Plaintiff to repay the loan. He knew there were insufficient funds in the account, as he requested the AME Church to deposit funds in Ms. Collins' account to cover the check amount. He admits there were insufficient funds in the account, and the check was dishonored. In the meantime, Defendant Johnson actually withdrew more money, based upon the deposited check, before it bounced. Defendant Johnson admits no funds were ever placed into the account so as to allow the check to

⁵¹ *Roseman Bldg. Co., LLC v. Vision Power Sys.*, 5th Dist. Stark No. 2009CA00009, 2010-Ohio-229, ¶ 24; *Red Ferris Chevrolet, Inc. v. Aylsworth*, 9th Dist. No. 07CA0072, 2008 Ohio 4950, P5 citing *Estate Planning Legal Services, P.C. v. Cox*, 12th Dist. Nos. CA2006-11-140, CA2006-12-141, 2008 Ohio 2258, at P10.

⁵² *Roseman Bldg. Co.*, *supra*, ¶ 25.

⁵³ *Id.*; R.C. 2913.11(C).

be honored, so he is presumed to know it would be dishonored. Plaintiff is therefore entitled to an award of treble damages, or \$21,000.00 against Defendant Johnson for passing a bad check, as a matter of law.

V. CONCLUSION

Defendants sought a loan from Plaintiff by claiming to be the financial arm of the AME Church. They provided fraudulent information, fraudulently executed documents, and failed to ever inform Plaintiff that they were not affiliated with the AME Church. Plaintiff, relying upon these fraudulent misrepresentations, extended a loan to what it was led to believe was the AME Church. Instead, Defendants withdrew funds in excess of the \$100,000.00 loan limit, none of which benefitted the AME Church. To date, no part of the loan has been repaid. This is textbook fraudulent misrepresentation, which has resulted in significant damages to Plaintiff.

WHEREFORE, for the reasons set forth herein, Plaintiff requests an Order from this Court granting Summary Judgment on all counts of Plaintiff's Complaint.

Kemp, Schaeffer & Rowe Co., LPA

/s/ Michael P. Ferguson

Scott N. Schaeffer (0080934)

Michael P. Ferguson (0082851)

88 West Mound Street

Columbus, Ohio 43215

Telephone: (614) 224-2678

Facsimile: (614) 469-7170

scott@ksrlegal.com

mferguson@ksrlegal.com

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

Undersigned counsel hereby certifies that a true and accurate copy of the foregoing was served via the Court's Electronic Filing System on September 11, 2020 to the following:

The Richard Allen Group LLC
c/o Leroy Johnson, Jr.
20 S. Third Street, Suite 210
Columbus, Ohio 43215
Email: rjohnson2033@icloud.com

Leroy Johnson, Jr.
Pro Se Defendant and Third Party Plaintiff
Email: rjohnson2033@icloud.com

James E. Richardson, IV, aka Jay Richardson
Pro Se Defendant and Third Party Plaintiff
Email: jayrich98@gmail.com

Arthur W. Harmon, Jr.
Attorney for Third Party Defendant The Third Episcopal District
of the African Methodist Episcopal Church
Email: Arthur.harmon@harmonattorneys.com

/s/ Michael P. Ferguson

Scott N. Schaeffer (0080934)
Michael P. Ferguson (0082851)
Attorneys for Plaintiff