

Wayne-Lee: Brown Bey

Writ of Alternative Mandamus  
due process violation

v

Allen Reis, Mark Petrucci, Jeffery M. Brown,  
Edwin Skeens, for Breach of trust, Extortion,  
Threats, intimidation, terrorism, self-dealing,  
Constitution violations of due process, perjurious  
statements, libel, acting outside of their corporate  
authority, ultra vires, violation of title 50 USC 4305 b(2)

Writ of Habeas Corpus  
liberty being restricted

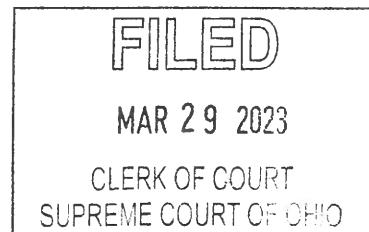
23-0423

345 South High Street  
Columbus, Ohio 43215

Complaint/charge

Wayne: Brown  
2001 Stutter Avenue  
Columbus, Ohio

[43207]



Notice to Mayor Andrew Ginther and City Attorney Zackary Klein

1) First Andrew Ginther, about a month ago I gave a copy of my complaint to the security guard at the desk because he stated that I could not speak to the mayor because his was busy.

2) That's is irrelevant because I am sending this certified mail to ensure you receive this notice and charge against your subordinates, under Ohio Revised Code section 733.35, The mayor of a municipal corporation shall have general supervision over each department and the officers provided for in Title VII of the Revised Code. When the mayor has reason to believe that the head of a department or such officer has been guilty, in the performance of his official duty, of bribery, misfeasance, malfeasance, nonfeasance, misconduct in office, gross neglect of duty, gross immorality, or habitual drunkenness, he shall immediately file with the legislative authority, except when the removal of such head of department or officer is otherwise provided for, written charges against such person, setting forth in detail a statement of such alleged guilt, and, at the same time, or as soon thereafter as possible, serve a true copy of such charges upon the person against whom they are made. Such service may be made on the person or by leaving a copy of the charges at the office of such person. Return thereof shall be made to the legislative authority, as is provided for the return of the service of summons in a civil action.

3) For Zackary Klein, Attorney for city of Columbus and agents of and for City of Columbus for their agents being in breach of public trust and the Constitution Article XIII, Section 1 | Special acts conferring corporate powers; prohibited

Ohio Constitution/Article XIII CorporationsEffective:1851

The General Assembly shall pass no special act conferring corporate powers.

4)Section 733.53 | Duties as to suits.

Ohio Revised Code/Title 7 Municipal Corporations/Chapter 733 Officers;

The city director of law, (Zackary Klein) when required to do so by resolution of the legislative authority of the city, shall prosecute or defend on behalf of the city, and controversies as he is, by resolution or ordinance, directed to prosecute. He shall not be required to prosecute any action before the mayor of the city for the violation of an ordinance without first advising such action.

These are the statutory and Constitutional violations committed by your judicial division of your tribunal in the complaint/ charges of malfeasance in office by threats extortion, intimidation, breach of trust, violations of bankruptcy, House Joint Resolution 192, public policy 73-10 and chapter 48 48 statute 112, title 50 USC section 4305 b (2)

'This is a claim for damages for malfeasance in office!

Criminal charges of Malfeasance in office, fraud by false representation, extortion, self-dealing, intimidation, terrorism, threats of bodily harm or arrest, failing to prove jurisdiction by Jeffery M. Brown, by Allen Reis acting Attorney, Edwin Skeens acting Magistrate, Mark Petrucci acting Magistrate, Mary Ellen O'shaunessey acting as Clerk of Court, Jeffery M. Brown acting Judge, and Ohio disciplinary committee failure to prosecute these criminals for breach of trust as trustees over our estates and jurisdiction was never proven by Jeffery M. Brown, when challenged and the counterclaim was never answered or rebutted and due process violations under the fifth amendment and article 6 of the Constitution, all judges are bound to support the Constitution and violations of the Bankruptcy.

Claim number 19CV8898 Ally v. Wayne Brown Bey

1) On November 5th Ally filed a replevin suit against Wayne Brown Bey, the creditor, the issuer of a retail installment agreement, stating that I did not make payments and I was threatened to have my property taken if I didn't come to the hearing and also under Ohio Revised Code section 9.98 Bond financing definitions (A) As used in sections 9.98 to 9.983 of the Revised Code:

(A) "Absolute obligor" means the person, other than the issuer, ultimately responsible under a loan agreement, lease, or sale or installment sale agreement, or other contract with the issuer to make payments necessary to provide adequate moneys to meet the debt service on the bonds, whether or not such payments are also provided for pursuant to a credit facility and

(B) "Administrative agent" means a bank, trust company, or other person which has responsibility for authenticating, delivering, or redeeming commercial paper on behalf of the issuer. (issuer means Creditor)

2) Also Ohio Revised Code 9.981 Applicability (A)(1) Sections 9.98 to 9.983 of the Revised Code are applicable to bonds:

(1) The payment of the debt service on which is to be provided for directly or indirectly by payments contracted to be made in the bond proceedings by the absolute obligors, being persons other than the issuer;

3) Allen Reis and others named in this criminal suit knew that I owed no debt, but what did they do, Allen Reis made false statements and perjured himself by stating that I owed a debt for not making payments, according to the statutes above I do not owe a debt, that is a false statement and they are deemed to know corporate law.

4) Acting Judge Jeffery M. Brown, did not prove jurisdiction so that's why I called him acting Judge, ruled against me and gave the order to the sheriff to get the assistance of a locksmith to break into my garage (my Property) and take my property against my consent, remember I don't owe a debt.

5) When that threat didn't succeed, he acting 'Judge Jeffery M. Brown', incorporated tow truck operators to stalk me at my place of employment and my home to try to steal my property. this went on until March 5th 2021.

6) I filed an Appeal with the 10th district court of Appeals and they ruled against me too, on October 29th 2020 I filed a countersuit against the plaintiff but that didn't stop them, but the court of Appeals did reverse their opinion and ruled that the case is still open and therefore they cannot adjudicate this Appeal.

7) Ally did not answer my counterclaim, which means the statements in my counterclaim are true and Jeffery M. Brown is suppose to cease proceedings, because once I filed the counterclaim, now I am the plaintiff/ creditor and Ally is the defendant/ debtor.

8) Ally was never the creditor according to the above statutes, so since the threats, didn't work, the repo men couldn't steal it, they had one more threat up their sleeves and that was threatening me to come to their court on March 5th.

9) Edwin Skeens threatened to have me arrested if I didn't turn my property to Ally in 10 days. They knew I didn't owe a debt and they threatened me, intimidated me, terrorized me for a debt I didn't'

owe, and for those crimes committed against me If I am not compensated handsomely then, I will lien each and every one who was and is involved in denying me remedy, anyone and I have documents to prove what they did.

10) So, by being in default and dishonor by not answering my counterclaim, I am not going to allow this counterclaim to be ignored because you are in violation of the bankruptcy and the Constitution by unable to loan money, gold and or silver.

11) The Municipal corporation of Franklin County and its agents and their tribunal are going to deal with these criminal charges and compensation of damages against me, the creditor, the beneficiary for violations of the Constitution and the alleged bankruptcy and your failure to loan anything of intrinsic value, of 500,000 dollars or something close to my demands for your breach of fiduciary duties as nominees over my estate to make me whole again.

12) I am, the beneficiary of the legal estate, in my proper capacity as executor in office and you are executor de son tort acting without authority because trustees cannot not be or have the capacity to be executor of the legal estate.

13) If they are not prosecuted by Mayor Andrew Ginther and city prosecutor Zackary Klein under Ohio Revised Code section 733.35 Section 733.35 | Mayor shall file charges against delinquent officers.

Ohio Revised Code/Title 7 Municipal Corporations/Chapter 733 Officers;  
the mayor of a municipal corporation shall have general supervision over each department and the officers provided for in Title VII of the Revised Code.

When the mayor has reason to believe (know) that the head of a department or such officer has been guilty, in the performance of his official duty, of bribery, misfeasance, malfeasance, nonfeasance, misconduct in office, gross neglect of duty, gross immorality, or habitual drunkenness, he shall immediately file with the legislative authority, except when the removal of such head of department or officer is otherwise provided for, written charges against such person, setting forth in detail a statement of such alleged guilt, and, at the same time, or as soon thereafter as possible, serve a true copy of such charges upon the person against whom they are made. Such service may be made on the person or by leaving a copy of the charges at the office of such person. Return thereof shall be made to the legislative authority, as is provided for the return of the service of summons in a civil action., then they are protecting these criminals then they are criminal also and in breach of trust and the bankruptcy and the Constitution and will be lien for their bonds and if their bonds are not enough to satisfy my claim, then I have their permission to lien their personal property under Common law.

14) Remedy sought is 500,000 dollars for these crimes of trust fraud, theft, extortion, self-dealing, embezzlement, threats of intimidation, terrorism by sheriff and tow truck drivers, for a debt also known as a tax in which they are responsible for according to the Internal Revenue and HJR 192, Public Law 73-10 and Chapter 48 48 statute 112!

15) Section 733.34 | Supervision of conduct of officers.

Ohio Revised Code/Title 7 Municipal Corporations/Chapter 733 Officers,  
the mayor shall supervise the conduct of all the officers of the municipal corporation, inquire into and examine the grounds of all reasonable complaints against any of such officers, and cause their violations or neglect of duty to be promptly punished or reported to the proper authority for correction.

16) Allen Reis failed to place power of attorney that Ally or any agent of Ally granted permission for Allen Reis to be counsel for a corporation that doesn't exist, a fiction.

17) Allen Reis then incorporated follow trustees (public officials) to threatened, intimidate, extort, embezzle, self-deal meaning double dip to acquire a second payment for their personal use or gain which is trust fraud.

18) Allen Reis Documents are not and were not under penalty of perjury and are inadmissible as evidence.

Damages sought is 500,000 dollars

"I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on March 28, 2023.

Beneficiary".

Wayne Lee Brown Bey



Case number 19-cv-08898  
Response to Allen Reis Motion to Dismiss and  
Counterclaim.

- (1) Allen Reis made false and misleading statements, under 15 USC 1692 (e) when you stated that your collateral/consideration for the loan was the Equinox, that's my property. You have to have your own collateral/consideration, it cannot be my collateral/consideration, in contract law both parties must have substance for substance, you admitted that you did not have collateral/consideration, substance for substance when you used my collateral as your collateral. The contract is void.
- 2) You stated that you had a witness who attested to the facts with an Affidavit, but I never had my trial to cross-examine your witness, the Judge's ruling is a void judgment.
- 3) Allen Reis, your misleading statement voids every motion, every ruling made by you and the Courts, including the Tenth Circuit Court ruling.
- 4) The fact the you made a misleading statement whether

intentional or by mistake violates due process under the Fifth Amendment of the Bill of Rights and the Fourteenth Amendment of the Constitution for the united states of America.

FRANKLIN COUNTY COURT OF COMMON PLEAS, and FRANKLIN COUNTY COURT OF APPEALS TENTH CIRCUIT due process violations to conceal fraud by Allen Reis acting Attorney for FRANKLIN COUNTY COURT OF COMMON PLEAS, Mark Petrucci acting Magistrate and acting Judge Jeffery M. Brown for FRANKLIN COUNTY COURT OF COMMON PLEAS, resulting in discrimination, extortion and Breach of oath of office to uphold the Constitution and laws of the state/State and the United States. Violation of the truth in lending act regulation Z and conspiring with Chief Executive Officer Jeffery Brown, and agents of Ally.

Notice to agent is notice to the principal and notice to the principal is notice to the agent.

Facts of the case to this point

Sometime in March 2019 I, wayne brown bey in propria persona, signed a promissory note to repay a loan for an automobile, I made one voluntary gift/payment 583.00 notes and ceased to give anymore.

5) Under Title 31 UNITED STATES CODE SECTION (USC) section 5103 it states that; Federal Reserve notes and other circulating notes, such as, check, drafts, and promissory notes are legal tender for debts public and private.

6) Title 12 USC section 1813 (l) deposits;  
(l) the term “deposit” means—

(1)the unpaid balance of money or its equivalent received or held by a bank or savings association in the usual course of business and for which it has given or is obligated to give credit, either conditionally or unconditionally, to a commercial, checking, savings, time, or thrift account, or which is evidenced by its certificate of deposit, thrift certificate, investment certificate, certificate of indebtedness, or other similar name, or a check or draft drawn against a deposit account and certified by the bank or savings association, or a letter of credit or a traveler’s check on which the bank or savings association is primarily liable: Provided, That, without limiting the generality of the term “money or its equivalent”, any such account or instrument must be regarded as evidencing the receipt of the equivalent of money when credited or issued in exchange for checks or drafts or for a promissory note upon which the person obtaining any such credit or instrument is primarily or secondarily liable, or for a

charge against a deposit account, or in settlement of checks, drafts, or other instruments forwarded to such bank or savings association for collection.

7) In the organic of 1871 Forty- Frist Congress assembled III session states;

SEC. 16. And be it further enacted, that the District shall never pay, assume, or become responsible for the debts or liabilities of, or in any manner give, loan, or extend its credit to or in aid of any public or other corporation, association, or individual.

SEC. 17. And be it further enacted, That the legislative assembly shall not pass special laws in any of the following cases, that is to say: For granting divorces; regulating the practice in courts of justice; regulating the jurisdiction or duties of justices of the peace, police magistrates, or constables; providing for changes of venue in civil or criminal cases, or swearing and impaneling jurors; remitting fines, penalties, or forfeitures; the sale or mortgage of real estate belonging to minors or others under disability; changing the law of descent; increasing or decreasing the fees of public officers during the term for which said officers are elected or appointed; granting to any corporation, association, or individual, any special or exclusive privilege, immunity, or franchise whatsoever. The legislative assembly shall have no power to release or extinguish, in whole or in

part, the indebtedness, liability, or obligation of any corporation or individual to the District or to any municipal corporation therein, nor shall the legislative assembly have power to establish any bank of circulation, nor to authorize any company or individual to issue notes for circulation as money or currency.

8) 12 U.S. Code § 582. Receipt of United States or bank notes as collateral;

No national banking association shall hereafter offer or receive United States notes or national-bank notes as security or as collateral security for any loan of money, or for a consideration agree to withhold the same from use, or offer or receive the custody or promise of custody of such notes as security, or as collateral security, or consideration for any loan of money. Any association offending against the provisions of this section shall be deemed guilty of a misdemeanor and shall be fined not more than \$1,000 and a further sum equal to one-third of the money so loaned. The officer or officers of any association who shall make any such loan shall be liable for a further sum equal to one-quarter of the money loaned; and any fine or penalty incurred by a violation of this section shall be recoverable for the benefit of the party bringing such suit.

9) Title 8 Corporation § 126 Banking power denied.

- (a) No corporation organized under this chapter shall possess the power of issuing bills, notes, or other evidences of debt for circulation as money, or the power of carrying on the business of receiving deposits of money.
- (b) Corporations organized under this chapter to buy, sell and otherwise deal in notes, open accounts and other similar evidences of debt, or to loan money and to take notes, open accounts and other similar evidences of debt as collateral security therefor, shall not be deemed to be engaging in the business of banking.

10) Since under the law I gave them a promissory note, check, legal tender that is why the title is in my name/ appellation and since Ally a corporation and only exist on paper and Allen Reis is liable for the actions of Ally and also Jeffery J. Brown.

11) I signed a promissory note which is legal tender, which settled the account for the automobile, then why would I need to borrow or finance credit if the promissory note transferred the automobile to me because the title is in my name or appellation.

12) This is the fraud they are trying to protect at the expense of violating due process.

13) Allen Reis is conspiring with Ally to violate due process and to perpetuate a fraud even under color of law. Allen Reis sued me in FRANKILN COUNTY COMMON PLEAS COURT, he documented on paper that he had a witness and we were scheduled to go to trial, because at the mediation the issue was not resolved, but to circumvent due process by a trial Allen Reis and Mark Petrucci through FRANKLIN COUNTY COMMON PLEAS COURT called a special hearing and threatened to take my property if I did not come to the hearing.

14) They did not produce the contract when asked, they did not place their oath on the record when asked, I gave them three legal arguments, first was Article 1 section 10, second was contract law, the third was the uniform commercial code article 4 section 302 and acting Judge Jeffery Brown ruled against me with no explanation. Question? What happen to my trial to defend myself against these claims? I never had one!

15) I filed an appeal against Jeffery M. Brown's ruling with the Tenth Circuit Court of Appeals, and the three panel acting Judges of the FRANKLIN COUNTY TENTH CIRCUIT COURT OF

APPEALS also ruled against me.

16) Allen Reis, Mark Petrucci and Jeffery M. Brown also violated the constitution for the United States of America article 1 section 10 only gold and silver can be used for tender for debts.

#### Case Law

17) 1. "A national bank has no power to lend its credit to any person or corporation . . . Bowen v. Needles Nat. Bank, 94 F 925 36 CCA 553, certiorari denied in 20 S.Ct1024, 176 US 682, 44 LED 637.

2. Countrywide Home Loans, Inc. v Taylor - Mayer, J., Supreme Court, Suffolk County/ 9/07

3. American Brokers Conduit v. ZAMALLOA - Judge SCHACK  
28Jan2008

Aurora Loan Services v. MACPHERSON - Judge FARNETI 1  
1Mar2008

4. "A bank may not lend its credit to another even though such a transaction turns out to have been of benefit to the bank, and in support of this a list of cases might be cited, which-would look like a catalog of ships." [Emphasis added] Norton Grocery Co. v. Peoples Nat. Bank, 144 SE 505. 151 Va 195.

5. "In the federal courts, it is well established that a national

bank has not power to lend its credit to another by becoming surety, indorser, or guarantor for him.'" Farmers and Miners Bank v. Bluefield Nat 'l Bank, 11 F 2d 83, 271 U.S. 669.

6. Bank of New York v. SINGH - Judge KURTZ 14Dec2007
7. Bank of New York v. TORRES - Judge COSTELLO 11Mar2008
8. Bank of New York v. OROSCO - Judge SCHACK 19Nov2007 Citi Mortgage Inc. v. BROWN - Judge FARNETI 13Mar2008
9. "The doctrine of ultra vires is a most powerful weapon to keep private corporations within their legitimate spheres and to punish them for violations of their corporate charters, and it probably is not invoked too often.... Zinc Carbonate Co. v. First National Bank, 103 Wis 125, 79 NW 229. American Express Co. v. Citizens State Bank, 194 NW 430. "It has been settled beyond controversy that a national bank, under federal Law being limited in its powers and capacity, cannot lend its credit by guaranteeing the debts of another. All such contracts entered into by its officers are ultra vires . . ." Howard & Foster Co. v. Citizens Nat'l Bank of Union, 133 SC 202, 130 SE 759(1926).
10. "... checks, drafts, money orders, and bank notes are not lawful money of the United States ..." State v. Neilon, 73 Pac 324, 43 Ore 168.
11. American Brokers Conduit v. ZAMALLOA - Judge SCHACK 11 Sep2007

19) Under 2000 USC Title 12- BANKS AND BANKING CHAPTER-2  
NATIONAL BANKS SUBCHAPTER IV- REGULATION OF BANKING  
BUSINESS; POWERS AND DUTIES OF NATIONAL BANKS SEC.  
NATIONAL 95a-Regulations of transaction in foreign exchange of  
gold and silver; property transfers; vested interests,  
enforcement and penalties 95a(2) any payment, conveyances,  
transfer, assignment, or delivery of property or interest therein,  
made to or for the account of the United States, or otherwise  
directed pursuant to this section or any rule, regulation,  
instruction, or direction issued hereunder shall to the extent  
thereof be a full acquittal and discharge for all purposes of  
the obligations of the person making the same; and no person  
shall be held liable in any court for or in respect to anything  
done or omitted in good faith in connection with the  
administration of, or in pursuance of and in reliance, regulation,  
instruction, or direction issued hereunder.

20) Failure to lawfully validate a debt by sending a copy of  
the promissory note and not the original wet ink promissory  
note is fraud by deception and false and misleading  
representation.

21) June 5, 1933 [H.J.Res. 192]

Approved, June 5, 1933, 4:40 p.m. 31 U.S.C.A. 462, 463

House Joint Resolution 192, 73d Congress, Sess. I, Ch. 48, June 5, 1933

(Public Law No. 10)

To assure uniform value to the coins and currencies of the United States, Whereas the holding of or dealing in gold affect public interest, and are therefore subject to proper regulation and restriction; and Whereas the existing emergency has disclosed that provisions of obligations which purport to give the obligee a right to require payment in gold or a particular kind of coin or currency of the United States, or in an amount in money of the United States measured thereby, obstruct the power of the Congress to regulate the value of the money of the United States, and are inconsistent with the declared public policy.

DELAWARE TITLE 8 CORPORATIONS;

22) § 126 Banking power denied.

(a) No corporation organized under this chapter shall possess the power of issuing bills, notes, or other evidences of debt for circulation as money, or the power of carrying on the business of receiving deposits of money.

(b) Corporations organized under this chapter to buy, sell and otherwise deal in notes, open accounts and other similar

evidences of debt, or to loan money and to take notes, open accounts and other similar evidences of debt as collateral security therefor, shall not be deemed to be engaging in the business of banking.

23) Ally financed credit which is fraud under the Consumer Fraud act and Ohio revised code 1345.031 (11) states; Financing, directly or indirectly, any credit, life, disability or unemployment insurance premiums, or any debt collection agreement. Insurance premiums calculated and paid on a monthly basis shall not be considered financed by the lender.

24) Allen Reis, Mark Petrucci, Jeffery M. Brown and Ally, Jeffery Brown CEO of Ally, FRANKLIN COUNTY COURT COMMON PLEAS AND THE TENTH CIRCUIT COURT OF APPEALS, conspired to cover up this constructive fraud by attacking me for exercising my rights and denying due process for following the statutes and knowing what they can and can't do.

Remedy,

25) I require remedy and seek relief of the 24,000 dollars plus three times the amount for treble damages and the lien removed from my property, and the title to my property for the fraud and a statement stating that the alleged debt is discharged, settled, cancelled signed by Mike DeWine, Governor of the STATE OF OHIO.

26) The conspiracy to deny due process under the 14th amendment, and to conceal the fraud will also require compensation of two million dollars.

27) Corpus Juris secundum, which is in harmony with the Constitution.

(A) Not later than thirty days after service of process is completed upon a supplier by a consumer in any action seeking a private remedy pursuant to section 1345.09 of the Revised Code, the supplier may deliver a cure offer to the consumer, or if the consumer is represented by an attorney, to the consumer's attorney. The supplier shall send a cure offer by certified mail, return receipt requested, to the consumer, or if the consumer is represented by an attorney, to the consumer's attorney. The supplier shall file a copy of the cure offer with the court in which the action was commenced.

(B) A consumer shall have thirty days after the date the consumer or the consumer's attorney receives a cure offer from a supplier to notify the supplier, or if the supplier is represented by an attorney, the supplier's attorney, of the consumer's acceptance or rejection of the cure offer. The consumer shall file the notice of acceptance or rejection with the court in which the action was commenced and serve the notice to the

supplier. The notice shall be deemed effective when it is filed with the court. The failure of a consumer to file a notice of acceptance or rejection of the supplier's cure offer within thirty days after the date of receipt of the cure offer shall be deemed a rejection of the cure offer by the consumer.

(C) When by rule, notice, or order of court a motion or pleading is required to be filed by any party during the time periods described in divisions (A) and (B) of this section, the court may extend the time period for filing the motion or pleading to allow both parties adequate time to comply with this section.

(D) A cure offer shall include both of the following:

(1) Language that clearly explains the resolution being offered by the supplier consisting of the following separate components:

(a) A supplier's remedy that consists solely of monetary compensation to resolve alleged violations of this chapter;

(b) Reasonable attorney's fees that consist of legal fees necessary or reasonably related to the filing of the initial complaint, not to exceed two thousand five hundred dollars;

(c) Court costs incurred by the consumer that are related to the filing of the initial complaint.

(2) A prominent notice that clearly and conspicuously contains the following disclosure in substantially the following form:

NOTICE: THIS LETTER INCLUDES A "CURE OFFER" THAT IS BEING OFFERED TO SETTLE ALL ALLEGED VIOLATIONS OF CHAPTER 1345. OF THE REVISED CODE RAISED BY YOUR WRITTEN COMPLAINT. THE CURE OFFER INCLUDES BOTH A "SUPPLIER'S REMEDY" TO SOLVE THIS DISPUTE AND AN OFFER TO PAY YOUR ATTORNEY'S FEES UP TO \$2,500.00 AND YOUR COURT COSTS IN FILING THE COMPLAINT. YOU ARE NOT OBLIGATED TO ACCEPT THIS CURE OFFER AND HAVE THE RIGHT TO CONSULT WITH LEGAL COUNSEL BEFORE MAKING YOUR DECISION.

YOU MUST NOTIFY THE SUPPLIER WITHIN 30 DAYS OF RECEIPT OF THIS CURE OFFER OF YOUR DECISION TO EITHER ACCEPT OR REJECT THE OFFER BY FILING A RESPONSE WITH THE COURT AND SENDING A COPY OF THE RESPONSE TO THE SUPPLIER. IF THE COURT DOES NOT RECEIVE YOUR RESPONSE WITHIN THE REQUIRED TIME, YOUR FAILURE TO RESPOND WILL, BY LAW, BE CONSIDERED REJECTION OF OUR OFFER.

REJECTION OF THIS CURE OFFER COULD IMPACT YOUR ABILITY TO COLLECT COURT COSTS AND LEGAL FEES. IF A COURT, JURY, OR ARBITRATOR FINDS IN YOUR FAVOR, BUT DOES NOT AWARD YOU AN AMOUNT MORE THAN THE VALUE OF THE SUPPLIER'S REMEDY, THE SUPPLIER WILL NOT BE RESPONSIBLE FOR TREBLE DAMAGES, ATTORNEY'S FEES, OR ANY COURT COSTS YOU

INCUR AFTER THE DATE THIS CURE OFFER WAS MADE (fill in the date).

VALUE OF SUPPLIER'S REMEDY = \$(fill in the blank)

THE SELLER ALSO AGREES TO PAY YOUR ATTORNEY'S FEES, UP TO \$2,500.00, THAT ARE NECESSARY OR REASONABLY RELATED TO THE FILING OF YOUR INITIAL CLAIM, AS WELL AS YOUR COURT COSTS.

(E) If the consumer files a notice rejecting the cure offer provided by the supplier, if a cure offer is deemed rejected pursuant to division (B) of this section, or if no cure offer is made to the consumer by the supplier within the time frame set forth in this section, the consumer may proceed with a civil action in accordance with this chapter.

(F) If the consumer files a notice accepting a cure offer, then both of the following shall apply:

(1)(a) The consumer shall, upon accepting the cure offer, request an amount, up to two thousand five hundred dollars, from the supplier to pay attorney's fees and an amount to pay court costs. The consumer shall provide to the supplier bills and other documents evidencing these amounts.

(b) If the supplier finds the requested amounts to be reasonable, then the supplier shall pay the consumer the requested amounts along with the offered remedy upon the

resolution of the cure offer.

(c) If the supplier finds the requested amounts to be unreasonable, then the supplier shall, within ten days of the consumer accepting the cure offer, seek a ruling from the court appointed to the case. The court shall review the documentation provided by the consumer evidencing the requested amounts and shall award to the consumer attorney's fees, up to two thousand five hundred dollars, that are necessary or reasonably related to the filing of the claim and court costs.

(2) The agreed upon resolution shall be completed and any court-ordered attorney's fees and court costs shall be paid within a reasonable time in accordance with court supervision. The court may at any time, in its discretion, extend any deadlines set forth by rule, statute, or order of the court for filing motions or pleadings, or conducting discovery in order to allow the resolution to be completed.

(G) If a judge, jury, or arbitrator awards actual economic damages as defined in section 1345.09 of the Revised Code that are not greater than the value of a supplier's remedy included in a cure offer made pursuant to this section, the consumer shall not be entitled to any of the following:

(1) An award of treble damages;

- (2) Any court costs incurred by the consumer after the date the consumer or the consumer's attorney receives the cure offer;
- (3) Any attorney's fees incurred by the consumer after the date the consumer or the consumer's attorney receives the cure offer from the supplier.

The comparison of actual economic damages and the supplier's remedy shall not take into consideration statutory treble damages, court costs, or attorney's fees.

(H) A cure offer is not admissible as evidence in a jury trial of the consumer's action seeking a private remedy pursuant to section 1345.09 of the Revised Code as described in division (A) of this section. After a jury renders its verdict in that action or if the action is tried to a judge, the judge shall consider the cure offer only if the offer was timely delivered in accordance with this section and only for the limited purpose of determining whether treble damages may be awarded and the amount of court costs and reasonable attorney's fees that may be awarded. A cure offer is not admissible in a court proceeding for any other purpose.

(I) As used in this section, "cure offer" means a written offer of monetary compensation that is made by a supplier to a consumer or to the consumer's attorney in response to a consumer's claim of a violation of Chapter 1345. of the Revised Code. A cure offer shall include reasonable legal fees necessary

or reasonably related to the filing of the initial complaint of up to two thousand five hundred dollars and court costs incurred by the consumer and related to the filing of the initial complaint.

(J) This section does not apply to claims for personal injury or death.

Added by 129th General Assembly File No.97, HB 275, §1, eff. 7/3/2012.

1345.10 Final judgment admissible as prima facie evidence.

(A) With the exception of consent judgments entered before any testimony is taken, a final judgment against a supplier under section 1345.07 of the Revised Code is admissible as prima-facie evidence of the facts on which it is based in subsequent proceedings under section 1345.09 of the Revised Code against the same supplier, or his successors or assigns.

(B) An action by or on behalf of a consumer pursuant to section 1345.09 of the Revised Code precludes that consumer from being included in a later class action by the attorney general with respect to the same transaction, but intervention by the attorney general in a pending action is authorized. If the attorney general brings a class action on behalf of consumers, a consumer may withdraw from the class action prior to trial, or, with the permission of the court, at any time.

(C) An action under sections 1345.01 to 1345.13 of the Revised Code may not be brought more than two years after the occurrence of the violation which is the subject of suit, or more than one year after the termination of proceedings by the attorney general with respect to the violation, whichever is later. However, an action under sections 1345.01 to 1345.13 of the Revised Code arising out of the same consumer transaction can be used as a counterclaim whenever a supplier sues a consumer on an obligation arising from the consumer transaction.

The Statement are true and correct under the penalty of perjury and without the UNITED STATES.

A handwritten signature in cursive ink, appearing to read "John Doe" or a similar name, is written over a faint, illegible background. To the right of the signature is a large, dark, circular ink stamp, possibly a seal or a redacted signature.

**IN THE FRANKLIN COUNTY COURT OF COMMON PLEAS  
GENERAL DIVISION**

**Ally Bank,** :  
**Plaintiff,** : **Case No. 19-CV-008898**  
**vs.** : **Judge Jeffrey M. Brown**  
**Wayne Brown Bey,** :  
**Defendant.** :

**DECISION AND JUDGMENT ENTRY ADOPTING MAGISTRATE'S**  
**DECISION FILED MARCH 5, 2021**

**Brown, J.**

This matter is before the Court on:

- (1) objections filed by Defendant Wayne Brown Bey ("Bey") to the Magistrate's Decision ("Decision") that was entered on March 5, 2021; and
- (2) the motion to adopt Magistrate's Decision that was filed by Plaintiff Ally Bank ("Bank") on July 20, 2021.

The Magistrate's Decision concerned whether Bey should be held in contempt of court for his failure to relinquish possession of a 2017 Chevrolet Equinox to the Bank. As described below, the Court **ADOPTS** the Magistrate's Decision in its entirety, **DENIES** Bey's objections, and **GRANTS** the Bank's motion to adopt.

**I. FACTUAL BACKGROUND**

The Magistrate held a show cause hearing in this matter on March 5, 2021 and made the following findings as part of his Decision:

*Eftortion by Ally - Allen Reis  
50 USC 4305 b(2)*

On November 5, 2019, the Bank filed a Complaint against Bey seeking a money judgment and an order of possession of a 2017 Chevrolet Equinox (the "Vehicle"). The Bank also filed a Motion for Order of Possession of the Vehicle that same day.

On December 2, 2019, a hearing was held on the Motion for Order of Possession. Both parties appeared for the hearing and presented evidence. Bey admitted he entered into a contract to purchase the Vehicle and that he failed to make the payments under the contract. On December 2, 2019, a Magistrate's Decision was filed granting the Motion for possession by the Bank.

On December 13, 2019, the Court issued an Order of Possession, ordering Bey to turn over possession of the Vehicle to the Bank.

On August 7, 2020, a Writ of Replevin was issued for the Vehicle.

Bey filed an appeal which was dismissed on October 29, 2020 for lack of a final appealable order.

On November 10, 2020, the Bank filed the Motion for an Order to Show Cause why Bey should not be held in contempt for failure to comply with the Court's Orders.<sup>1</sup>

On January 5, 2021, the court awarded summary judgment to the Bank and issued a Final Judgment Entry including a final Order for possession of the Vehicle.

On February 8, 2021, the Court ordered Bey to appear on March 5, 2021 to show cause why he should not be held in contempt for failure to comply with the Court's Orders.

On March 5, 2021, both parties appeared for the show cause hearing. Counsel for the Bank presented evidence of Bey's failure to comply with the Court's Orders. Bey continued to refuse to comply with the Court's Orders.

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<sup>1</sup> On November 25, 2020, the Bank also filed a motion for summary judgment.

The Magistrate concluded that the Bank had proven by clear and convincing evidence that Bey was in contempt of the Court's Orders requiring him to turn over possession of the Vehicle to the Bank. The Magistrate also found that Bey was knowingly and adamantly refusing to comply with the Court's Orders.

The Magistrate concluded that Bey had ten days from the date of the hearing to turn over possession of the Vehicle to the Bank, and that if Bey failed to do so a warrant would be issued for his arrest.

To this day, Bey has refused to comply with the Court's Orders.

Bey filed two objections to the Decision, one on March 11, 2021 and the other on March 12<sup>th</sup>. In his March 11<sup>th</sup> objections, Bey argued that the Court had not ruled on his October 2020 counter claim that was filed *more than nine months after* the Court awarded summary judgment to the Bank. Bey also argued "the legitimacy of the 14<sup>th</sup> amendment," that "You have jurisdiction over U.S. citizens . . . not Moors," and that his real name is "Lenni Lenape, Aniyunwiya, Arawak (Maroon)."

In his March 12<sup>th</sup> objections, Bey again argued the Court had not ruled on his October 2020 counter claim, that he had a "Treaty of Peace and Friendship of 1787" which perfected his interest in the Vehicle, that Magistrate Mark Petrucci and Judge Jeffrey M. Brown "conspired with [the Bank's counsel] to perpetrate these crimes" against him, that "There are no judicial court in America and there has not been since 1789," that the Court lacked subject matter jurisdiction over this matter, and that he was entitled to damages "for conspiracy to violate my Hu-man rights and Birthright, 50,000,000 dollars."

When reviewing objections to a Magistrate's Decision, the trial court "must undertake an independent review of the matters objected to and ascertain whether the magistrate has properly

determined the factual issues and appropriately applied the law.” *CT Ohio Portsmouth, LLC v. Ohio Dept. of Medicaid*, 10th Dist. No. 19AP-588, 2020-Ohio-5091, ¶ 26. The Court has reviewed the trial transcript, has taken judicial notice of all prior proceedings in these actions, and has considered Bey’s objections to the Magistrate’s Decision.

Having independently considered the evidence adduced at trial, the Court concludes that the Magistrate’s factual findings in the Decision are amply supported by the evidence. The Court finds that the Magistrate committed no error as to the law or its application to the facts and that there are no defects evident on the face of the Decision. Bey’s objections to the Decision, therefore, are not well taken and are **DENIED**.

The Court has thoroughly, carefully, and independently reviewed the Magistrate’s Decision in accordance with Civ. R. 53(D)(4)(d). Having done so, the Court finds that the Magistrate has properly determined the facts and has appropriately applied the law. The Court hereby **ADOPTS** the Magistrate’s Decision, in its entirety, as the Court’s decision.

The Court also finds the Bank’s motion to adopt the Decision is well taken and is hereby **GRANTED**.

Accordingly, the Court finds that Bey is in contempt of court. Further, Bey is hereby **ORDERED** to return possession of the Vehicle to the Bank within 14 days of Entry of this Order, and if Bey refuses to do so a warrant will be issued for his arrest. Bey is advised to contact the Bank’s counsel to make arrangements for relinquishing possession of the Vehicle.<sup>2</sup>

**THIS IS A FINAL APPEALABLE ORDER.** The clerk is instructed to serve upon all parties not in default for failure to appear notice of the judgment and its date of entry upon the

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<sup>2</sup> Counsel for the Bank is Allen J. Reis, Weltman, Weinberg and Reis, 5000 Bradenton Ave., Suite 100, Dublin, OH 43017, telephone 614-801-2600.

journal. Within three days of entering the judgment upon the journal, the clerk shall serve the parties in a manner prescribed by Civ.R. 5(B) and note the service in the appearance docket.

**IT IS SO ORDERED**

Copies electronically transmitted to all counsel of record.

Hard copy via regular U.S. mail to:

Wayne Brown Bey  
2001 Studer Ave.  
Columbus, OH 43207

Wayne L. Brown Bey  
P.O. Box 7337  
445 Innis Avenue  
Columbus, OH 43207

Franklin County Court of Common Pleas

**Date:** 10-14-2021

**Case Title:** ALLY BANK -VS- WAYNE BROWN BEY

**Case Number:** 19CV008898

**Type:** ENTRY

It Is So Ordered.

A handwritten signature in black ink, appearing to read "Jeffrey M. Brown".

/s/ Judge Jeffrey M. Brown