IN THE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO

MARK R. WELLMAN, Plaintiff, v. SUPREME COURT OF OHIO, OHIO FOURTH DISTRICT COURT OF APPEALS, PICKAWAY COUNTY COURT OF COMMON PLEAS, ROY HUFFER, ROBERT H. HUFFER, JOHN HOCK, and KELLY HOCK, Defendants.	)	Civil Action No. 2:17CV0391 Judge Marbley MAGISTRATE JUDGE KEMP

FILED
RICHARD W. NAGEL
CLERK OF COURT
2017 MAY -8 AM 9:37
U.S. DISTRICT COURT
SOUTHERN DIST. OHIO
EAST. DIV. COLUMBUS

CIVIL COMPLAINT

STATEMENT OF THE CASE

A paragraph from an email from Ohio attorney Defendant Roy Huffer summarizes Plaintiff Mark R. Wellman's case:

> We agreed that I would take his foreclosure case and he would pay me after I saved his home, if we could get it saved, which did not happen because of a bad decision by the local Judge, which was upheld by the Court of Appeals and The Supreme Court of Ohio. I believe I took three (3) different questions through those courts of appeal and The Supreme Court of Ohio.
>
> Email to Martin Waterman

JURISDICTION

1. Jurisdiction of this Court is invoked pursuant to:

   (a) Title 42 U.S.C. § 1983, civil action for deprivation of rights;

(b) Title 28 U.S.C. § 1331, the general federal question statute;

(c) Title 28 U.S.C. § 1367(a), the pendent jurisdiction statute;

(d) Title 28 U.S.C. § 1343, to recover damages;

(e) Title 28 U.S.C. §§ 2201 and 2202, for declaratory and injunctive relief;

(f) Title 18 U.S.C. § 1962, Racketeer Influenced and Corrupt Organizations (RICO); and

(g) Rule 6(a) of the Federal Rules of Criminal Procedure, summoning a grand jury.

PARTIES

2. Plaintiff Mark R. Wellman is a private citizen with a residence address of 18537 Island Road, Circleville, Ohio 43113.

3. Defendant the Supreme Court of Ohio is a State of Ohio agency with a business address of 65 South Front Street, 8th Floor, Columbus, Ohio 43215-3431.

4. Defendant the Ohio Fourth District Court of Appeals is a State of Ohio agency with a business address of 14 South Paint Street, Suite 38, Chillicothe, Ohio 45601.

5. Defendant the Pickaway County Court of Common Pleas is a State of Ohio agency with a business address of 207 South Court Street, Circleville, Ohio 43113.

6. Defendant Roy Huffer is an attorney with a business address of Huffer and Huffer Co., LPA, 130 West Franklin Street, Circleville, Ohio 43133.

7. Defendant Robert H. Huffer is an attorney with a business address of Huffer and Huffer Co., LPA, 130 West Franklin Street, Circleville, Ohio 43133.

8. Defendant John Hock is a private individual with a residence address of 20628 River Road, Cedarville, Ohio 43113.

9. Defendant Kelly Hock is the sister of the plaintiff with a residence address of 20628 River Road, Cedarville, Ohio 43133.

STATEMENT OF FACTS

10. Plaintiff Mark R. Wellman ("Wellman") has been in an ongoing legal battle with several banks.

11. Wellman's legal battle has been only partially with the banks, as it appears his primary problem is with the Ohio state court system, the people who run it, and various co-conspirators.

12. Wellman experienced financial hardships and filed for Chapter 13 bankruptcy in June of 1996.

13. Wellman was working his way out of his financial trouble until Salt Creek Valley Bank of Laurelville, Ohio, refused payment from Wellman that would have made his mortgage current, plus several months ahead. *Compare Fed. Home Loan Mtge. Corp. v. Schwartzwald*, 194 Ohio App.3d 644, 2011-Ohio-2681, 957 N.E.2d 790 (2d Dist.):

> {¶ 4} According to Julie Schwartzwald's affidavit in response to Freddie Mac's summary judgment motion, the couple began to have concerns during the summer of 2008 that Mr. Schwartzwald might be laid off from his employment. The Schwartzwalds contacted Wells Fargo regarding their loan. ... By early 2009 [unlike Wellman], they [the Schwartzwalds] could no longer afford the mortgage payments, and [like Wellman], they spoke to Wells Fargo about a loan modification or a short sale of the property;
>
> *Id.* at 648.

14. The only difference between the Schwartzwalds and Wellman is the Schwartzwalds sought to sell their property and Wellman sought to pay off his mortgage.

15. National City Mortgage Company ("NCMC") now the PNC Financial Services Group, Inc. ("PNC") filed for foreclosure on March 12, 2002, alleging a promissory note was assigned to NCMC on June 15, 1995 with an outstanding balance of the note being $191,344.02 with an interest rate from March 1, 1999 being 6.75% per annum.

> {¶ 5} On April 15, 2009, Freddie Mac filed a foreclosure action, alleging that it was the holder of a note, that note was secured by a mortgage, and that the Schwartzwalds had defaulted on the note and mortgage. Freddie Mac sought judgment on the note in the amount of $245,085.18, with interest at the interest rate of 6.25% as well as court costs and advances.
>
> *Schwartzwald*, *supra*, 194 Ohio App.3d at 648-649 (footnote omitted).

16. On November 21. 2005, Phillip J. Cobb, Vice President of NCMC, testified by affidavit "from personal knowledge," three and a half years after NCMC filed the foreclosure action. Cobb's failure to address the assignment of mortgage is evidence that the fraudulent document had not yet been created.

17. As Wellman alleged, the assignment of mortgage was created between June 21, 2007 (date of execution), and July 20, 2007 (date of filing of record).

18. On June 21, 2007, more than 5 years later, PNC submitted the fraudulent Assignment of Mortgage, alleging the transfer of Assignment of mortgage from CDC to NCMC. The fraud is apparent for the following reasons:

a. NCMC prepared the assignment which was acknowledged on June 21, 2007, by NCMC's managing director.

b. NCMC's assignment was filed on July 20, 2007.

c. NCMC's assignment was not notarized until January 8, 2011.

d. With the exception of signatures, the assignment was typed and the date of assignment was apparently left blank, later to be filled in by hand when it became known that NCMC did not have standing to file suit.

e. NCMC's template was edited to include mortgage amounts, banks involved, parties of interest, and instrument numbers along with the corresponding pages, addresses, etc., which are typed in bold font. It's a wonder how NCMC managed not to include the date of execution, unlike the assignment of June 15, 1995, yet inserted a blank to be filled in by hand.

19. The same murky assignment of mortgage existed in the Schwarztwalds' case.

> {¶ 6} Freddie Mac attached to the complaint as Exhibit A a purported copy of the mortgage. The mortgage identified the Schwartzwalds as the borrowers and Legacy Mortgage as the lender. The mortgage was recorded on December 4, 2006. A legal description of the property was attached to the complaint as Exhibit B. No copy of the note was attached; although the complaint alleged that Freddie Mac was the holder of the note, Freddie Mac further alleged that "a copy of [the note] is currently unavailable."
>
> *Schwartzwald*, *supra*, 194 Ohio App.3d at 649.

20. On August 29, 2007, a motion to dismiss complaint for foreclosure was filed by Wellman's attorney, Defendant Roy Huffer ("Roy Huffer"), who pointed out that PNC had submitted a fraudulent document to the court which contained a handwritten date alleging the above assignment of mortgage to be effective as of March 5, 2002, conveniently five (5) days prior to the filing of the foreclosure action.

21. On June 10, 2008, Wellman received an Affidavit from Steven M. Helwagen, CPA, who showed a list of fraudulent acts committed by NCMC/PNC including NCMC/PNC's reporting and admitting inaccurate account balances to state and federal courts since June 1996.

22. The *Schwartzwald* case held that a plaintiff in a foreclosure case that does not hold the note or mortgage at the time it files the complaint lacks standing, and the court therefore lacks jurisdiction.

23. PNC relied on *Kuchta (Bank of America v. Kuchta*, 141 Ohio St.3d 75, 81, 2014-Ohio-4275 (2014*)*, insofar as "lack of standing does not affect the subject-matter jurisdiction of a court of common pleas." This holding was an appellate court ruling which was reversed and remanded to the trial court with instructions to apply *Schwartzwald* on *certiorari* by the Ohio Supreme Court.

24. It appears that the Ohio courts have developed a two-tier system for dealing with litigation, one for licensed counsel and another for pro se litigants. For example(s):

> {¶ 1} This cause came to be heard on the accelerated calendar pursuant to App.R. 11.1 and LocR. 11.1. Defendant-appellant, Otis Steel, Jr. ("Steel"), pro se, appeals the trial court's judgment denying his Civ.R. 60(B) motion for relief from judgment. He raises one assignment of error for our review:
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> > The trial court erred as a matter of law when it granted Plaintiff's motion for summary judgment on its second amended complaint and when the evidence was in opposition to the claim.
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> {¶ 2} We find no merit to the appeal and affirm.
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> *M & T Bank v. Steel*, 2015-Ohio-1036 (Ohio 03/19/2015).

> {¶ 1} Defendants-appellants, Mark. R. Wellman and Gina Wellman ("the Wellmans"), pro se, appeal from a decision and entry of the Pickaway

County Court of Common Pleas denying their motion to vacate an agreed foreclosure decree and other entries in a foreclosure case. For the following reasons, we affirm.

National City Mortgage Company v. Wellman, 2016-Ohio-5546 (Ohio 08/24/2016).

25. Plaintiff suspects the outcomes in both cases (and many others) would have been different if Plaintiffs had been represented by licensed counsel *or* if the Ohio state court judges had been doing their jobs, to wit:

A. The Court's Power.

Since the question of whether a district court has the power to introduce an unpleaded claim on its own initiative even up to (or beyond) the close of the trial and the question of whether a district court has the power to introduce such a claim on remand are closely related, we consider them in the ensemble.

1. *In General.* The proper functioning of our adversarial system of justice depends not only on the parties' vigorous advocacy of their positions but also on the judge's adroit supervision of the litigation. The sphere of case management extends to the definition of legal issues. To mention one of many possible illustrations, a district court possesses the authority to recommend to a plaintiff how she might reshape the complaint to escape dismissal. *See, e.g., Friedlander v. Nims*, 755 F.2d 810, 813 (11th Cir. 1985).

Rodriguez v. Doral Mortgage Corp., 57 F.3d 1168, 1174 (1st Cir. 1995).

26. As the Wellman case illustrates, Defendant the Pickaway County Court of Common Pleas had numerous opportunities to see that "justice was done." It chose not to, as did the other Ohio courts.

27. There appear to be co-conspirators involved as well.

28. The Huffers have been family lawyers for generations for the Wellman family, first working with the Estate of Mark Wellman's grandfather, Wellman's father and with Wellman and his wife.

29. The Huffers at every instance have tried to take unfair advantage of Mark Wellman using deceptive means, through manipulation and multiple contracts. The Huffers will do a contract for contingency on the foreclosed house of a "deer in the headlights" litigant (i.e., Wellman) and a contract to have shares for legal services. Then gullible litigant has to sign a note.

30. The Huffers tell said litigant and others that the court system is full of Republican judges and are corrupt and they cannot go for judicial review of their decisions or they will never work again yet they golf with these same judges. Previously, both Defendant Robert H. Huffer ("Robert H. Huffer") and his brother, Roy Huffer, were prosecutors and commissioners and evidently know all the "tricks of the trade" and how to go with the flow. The Huffers told this to Mr. Martin Waterman who will sign an Affidavit as to this statement.

31. How this conspiracy of deception occurred to Plaintiff Mark Wellman is as follows.

32. On April 12, 2005, attorney Roy Huffer wrote a contract that he would take between a 33% and 40% contingency fee for getting Wellman's house back. The contract was signed by Mark Wellman and his wife Gina.

33. On August 1, 2005, Roy Huffer demanded a fifty thousand dollar ($50,000) lien be put on the house for Wellman's benefit, as it would look like Wellman had more debt against it.

34. The lien was in Roy Huffer's and Robert H. Huffer's name (Huffer and Huffer Co., LPA) and put on the house. As the lien on Wellman's house granted the holder(s) $50,000 upon the sale of the house, the outcome of the case irrelevant to the Huffers.

35. I.e., Roy Huffer was double dipping in Wellman's case as he was taking the highest contingency fee plus the $50,000 claim against the house. The Wellman's trusted Roy Huffer because he assured them he was certain he would be victorious in getting their house back because of the fraud the accountant discovered (the accountant swore under oath that there were over a dozen instances of fraud) and that National City Mortgage had lied and said they had title when they did not.

36. There were other inconsistencies as well.

37. Shortly afterwards, a bankruptcy attorney, Mr. Cox, called Roy Huffer. Mr. Cox told Roy Huffer that he would lose his bar card and he could take his bar card that day if he did not take the $50,000 lien off Wellman's house immediately and would lose his bar card for double dipping as he had a contingency contract as well. The records show that Roy Huffer never rescinded the lien because it shows up on the Title Search that National City provided in 2006.

38. On December 29, 2005, Roy Huffer made an agreement with Wellman for his heat pump invention. The agreement was that Huffer would do everything in his power, including all legal work needed in return for 10 percent of the company. Roy Huffer was certain the invention worked as he had seen it working at Wellman's house. At that time, Roy Huffer had three contracts with Wellman over a period of eight (8) months.

39. On October 31, 2006, Judge Knece entered judgment after an oral hearing in which he granted the foreclosure on Wellman's house. The judge told Wellman he could not countersue for fraud.

40. On November 15, 2006, Judge Knece received a title search that showed National City did not even own the property. Roy Huffer represented Wellman.

41. On October 31, 2011, Robert H. Huffer came into the heat pump deal by buying 4% of the patent for $50,000 plus he purchased 3% from Roy Huffer. Robert H. Huffer gave Wellman only $30,000 on that day. There is a contract for this transaction. Robert H. Huffer later gave Wellman $15,000 and still owed Wellman $5,000. Wellman was incurring interest on the full amount on the contract.

42. On December of 2011, Wellman received his patent.

43. In January of 2012 Wellman filed an action to get the house back.

44. The following was written to Martin Waterman by Mark Wellman.

> Ok we had filed on 1/2012, then I filed on Knece in 5/2013??? in the Supreme Court for Knece's wrong doing. My lawyer from Cincinnati Ohio was filed on 3 months later for his bar in which they took around October of the same year. Huffers filed his mortgage on 2/20/2013. He handed me the $30,000.00 for the heat pump the same day all the contracts were signed. The Huffers were tying my farm because they thought I was using it to hire the lawyer. We had the patent in a 12/2011. They put a 5 million dollar number on the pump. The $30,000.00 was to pay Kelly off on the 3 acres that she bought at the Sherriff's sale, which Roy Huffer had her do. The agreement was that I could buy it back from her later. She said she didn't have time to figure the amount up at that time. That time never came. A man in my house was trying to buy it from her. He was trying to get me to sell it to him. He told me that he had lots of money. Kelly was putting both of her kids through college at that time.[1]

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[1] Roy Huffer is the one that suggested that Kelly and John Hock should buy the 3 acres at the sheriff sale. Because he wanted to focus on National City Mortgage Companies suit. I was offered $30,000.00 on the property if I wanted it, from a long time friend and employer of me. I decided to let a family member buy it and that's what I did. The verbal agreement was that I would buy it back after this mess was over. The property was appraised at $50,000.00 when I split it off, right before I got the loan from National City

45. It appears that the Huffers conspired with Mark's sister and their buddy Judge Knece.

46. Robert H. Huffer decided he wanted the farm and argued that the farm was security against his 4% of Wellman's patent. Robert H. Huffer never returned or acted to return the 4%.

47. When the Fourth District recused itself, Robert H. Huffer sent his letter out to Kelly, Craig and Wellman that he was going to foreclose on a note because he knew he had to divide the family in order to get Wellman's land. At that point Robert H. Huffer did not mention anything about his 4% of the patent and did mention he paid his brother, Roy Huffer, 3% on the same date.

LEGAL CLAIMS

FIRST CAUSE OF ACTION
Denial of the Equal Protection of the Laws
Title 42 U.S.C. § 1983

48. The facts in paragraphs 1 through 46 as stated above are incorporated herein by reference as though fully set forth in this cause of action against the Judicial Defendants in this action, the Supreme Court of Ohio, the Ohio Fourth District Court of Appeals, and the Pickaway County Court of Common Pleas, for denying Plaintiff the equal protection of the laws.

49. As Plaintiff submits discovery will reveal, pro se cases are not handled in the same way as cases submitted by licensed attorneys.

Bank on the house. Kelly and John bought it at the Sheriff sale for $12,500.00. When I sold the 4% shares to Robert Huffer is or about the time I offered Kelly to purchase it back from her plus interest and what she paid on the property taxes. She told me she didn't have time to figure it up and still hasn't had the time to figure it.

50. Litigants who must frame their claims before obtaining discovery often find it necessary to conform their theories to the facts as time goes on . . . *Adler v. Pataki*, 185 F.3d 35, 41 (2d Cir. 1999).

51. "If discovery is necessary to establish a claim, then it is not unreasonable to file a complaint so as to obtain the right to conduct that discovery." *Kraemer v. Grant County*, 892 F.2d 686, 690 (7th Cir. 1990).

SECOND CAUSE OF ACTION
R.I.C.O.
Title 18 U.S.C. § 1962

52. The facts in paragraphs 1 through 46 as stated above are incorporated herein by reference as though fully set forth in this cause of action against the Judicial Defendants in this action, the Supreme Court of Ohio, the Ohio Fourth District Court of Appeals, and the Pickaway County Court of Common Pleas, for their activities that violate the RICO Act.

53. The case law that courts can be R.I.C.O. organizations is quite clear.

> In sum, we view the language of § 1961(4), defining enterprise, as unambiguously encompassing governmental units, and we consider that the purpose and history of the Act and the substance of RICO's provisions demonstrate a clear congressional intent that RICO be interpreted to apply to activities that corrupt public or governmental entities. We note that this view is shared by virtually every other court that has considered the question. *See, e. g., United States v. Altomare*, 625 F.2d 5, 7-8 (4th Cir. 1980) (county prosecutor's office); *United States v. Karas*, 624 F.2d 500, 504 (4th Cir. 1980), *cert. denied*, 449 U.S. 1078, 101 S.Ct. 857, 66 L.Ed.2d 800 (1981) (county law enforcement officials); *United States v. Whitehead*, 618 F.2d 523 (4th Cir. 1980) (County Attorney); *United States v. Baker*,617 F.2d 1060, 1061 (4th Cir. 1980) (county sheriff's department); ... *United States v. Vignola, supra*, 464 F.Supp. at 1095-98 (Philadelphia Traffic Court).
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> *United States v. Angelilli*, 660 F.2d 23, 33 (2d Cir. 1981) (footnote omitted).

> We adopt the view of seven circuit courts and hold that a governmental entity may constitute an "enterprise" within the meaning of RICO.
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> *United States v. Freeman*, 6 F.3d 586, 597 (9th Cir. 1993).
>
> *See United States v. Frumento*, 563 F.2d 1083 (3d Cir. 1977), *cert. denied*, 434 U.S. 1072, 98 S.Ct. 1256, 1258, 55 L.Ed.2d 775, 776 (1978) (Pennsylvania Bureau of Cigarette and Beverage Taxes, a division of the Department of Revenue, held to be an enterprise); *United States v. Herman*, 589 F.2d 1191 (3d Cir.), *cert. denied*, 441 U.S. 913, 99 S.Ct. 2014, 60 L.Ed.2d 386 (1979) (applying RICO to Pittsburgh magistrates without discussing the enterprise issue); *United States v. Vignola*, 464 F.Supp. 1091 (E.D.Pa.1979), *aff'd mem.*, 605 F.2d 1199 (3d Cir. 1979) (Philadelphia Traffic Court held to be an enterprise).
>
> *United States v. Bacheler*, 611 F.2d 443, 450 (3d Cir. 1979).

54. Every time an Ohio court takes money through the mail from a pro se litigant with no intention of properly adjudicating that case, a predicate act of mail fraud has been committed, 18 U.S.C. § 1341.

THIRD CAUSE OF ACTION
Access to Grand Jury
Rule 6(a) of the Federal Rules of Criminal Procedure

55. The facts in paragraphs 1 through 46 as stated above are incorporated herein by reference as though fully set forth in this cause of action all the Defendants, for their participation in federal criminal acts of which this Plaintiff has knowledge.

56. This Court has the authority to convene a federal grand jury to investigate (to investigate, not necessarily to prosecute) the depredations complained of herein.

57. Rule 6(a) reads:

> **(a) Summoning a Grand Jury.**
> **(1) In General.** When the public interest so requires, the court must order that one or more grand juries be summoned. A grand jury must have 16 to 23 members, and the court must order that enough legally qualified persons be summoned to meet this requirement.

58. Case law on this rule clarifies Plaintiff's request for access to report a crime that the grand jury could investigate.

> If this Rule applied with full force in the Virgin Islands, it arguably would confer on the district court the authority to convene a grand jury to investigate crimes and indict where it found probable cause. *See, e. g., United States v. Wallace & Tiernan, Inc.*, 349 F.2d 222, 226 (D.C. Cir.1975). The investigatory powers of such a grand jury would be broad, since the federal system allows grand juries wide compass in their inquiries. *See, e. g., United States v. Calandra*, 414 U.S. 338, 343, 94 S.Ct. 613, 617, 38 L.Ed.2d 561 (1974).
>
> *United States v. Christian*, 660 F.2d 892, 900 (3d Cir. 1981).

59. "[I]nforming is a right or privilege secured by the Constitution or laws of the United States." *Velarde-Villarreal v. United States*, 354 F.2d 9, 15 n. 3 (9th Cir. 1965) (citation omitted).

> [A citizen] has a constitutional right to inform the government of violations of federal law . . . [a] privilege of citizenship guaranteed by the Fourteenth Amendment.
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> *E.E.O.C. v. Pacific Press Pub. Ass'n*, 676 F.2d 1272, 1280 (9th Cir. 1982) (citations omitted).

FOURTH CAUSE OF ACTION
Civil Conspiracy
Title 28 U.S.C. § 1367(a)

60. The facts in paragraphs 1 through 46 as stated above are incorporated herein by reference as though fully set forth in this cause of action all the Defendants for their participation in civil conspiracy, which has wrongfully deprived the Plaintiff of his property.

> The elements of a civil conspiracy claim include: (1) a malicious combination, (2) involving two or more persons, (3) causing injury to

> person or property, and (4) the existence of an unlawful act independent from the conspiracy itself. *Universal Coach, Inc. v. New York City Transit Auth., Inc.* (1993), 90 Ohio App.3d 284, 292. The malice portion of the tort is "that state of mind under which a person does a wrongful act purposely, without a reasonable or lawful excuse, to the injury of another." *Gosden v. Lewis* (1996), 116 Ohio App.3d 195, 219. In *Williams v. Aetna Fin. Co.* (1998), 83 Ohio St.3d 464, 475, the Ohio Supreme Court stated the following:
>
> > In a conspiracy, the acts of coconspirators are attributable to each other. See Prosser Keeton on Torts (5 Ed. 1984) 323, Section 46 ("All those who, in pursuance of a common plan or design to commit a tortious act, actively take part in it, or further it by cooperation or request, or who lend aid or encouragement to the wrongdoer, or ratify and adopt the wrongdoer's act done for their benefit, are equally liable." [Footnotes omitted.]).
>
> *Gibson v. City Yellow Cab Co.*, No. 20167 (Ohio App. Dist. 9 2001).

61. "For a thorough analysis of the elements of civil conspiracy ..., *see, generally, Halberstam v. Welch* (C.A.D.C.1983), 705 F.2d 472." *Williams v. Aetna Fin. Co.*, 83 Ohio St.3d 464, 475 (1998):

> A list of the separate elements of civil conspiracy includes: (1) an agreement between two or more persons; (2) to participate in an unlawful act, or a lawful act in an unlawful manner; (3) an injury caused by an unlawful overt act performed by one of the parties to the agreement; (4) which overt act was done pursuant to and in furtherance of the common scheme. *See, e.g., Ryan v. Eli Lilly & Co.*, 514 F.Supp. 1004, 1012 (D.S.C.1981).
>
> *Halberstam*, *supra*, 705 F.2d at 477.

WHEREFORE, Plaintiff Mark Wellman moves this Court grant him the following relief:

1. Trial by jury on all issues triable by jury;
2. Compensatory damages according to proof;
3. Punitive damages according to proof;

4. A declaratory judgement that the actions of the defendants violate the rights of the plaintiff;

5. An injunction, according to what discovery reveals;

6. Discovery;

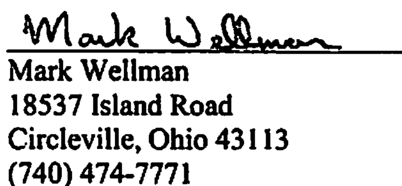
7. Leave to amend;

8. Plaintiffs cost of this suit;

9. Such other relief as this Court deems just, proper, and equitable.

Respectfully submitted,

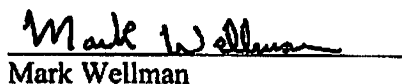
Dated: May 8, 2017



Mark Wellman
18537 Island Road
Circleville, Ohio 43113
(740) 474-7771

VERIFICATION OF COMPLAINT

I verify under penalty of perjury that I am the Plaintiff in the above entitled action; I have read the above Complaint and have knowledge of the facts stated there, and the matters and things stated there are true and correct, except as to those matters stated to be on information and belief, and as to those matters I verify as aforesaid that I verily believe them to be true.



Mark Wellman