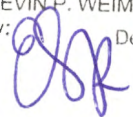



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OCT 18 2024

KEVIN P. WEIMER, Clerk
By:  Deputy Clerk

Attorney in Fact/Sui Juris
Monica Latrice Woodley
3805 Butler Springs Drive
Georgia 30052

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
UNITED STATES OF AMERICA

 _____ X

MONICA LATRICE WOODLEY

Plaintiff,

V.

Civil Action No:
1:24-cv-03576-LMM

ILLUMINATING PROPERTIES, a Limited
Liability Corporation,
OSWALD FAMILY TRUST ADVISORS, a
Limited Liability Corporation
Rude M. Lane, individually, A Musa Bey,
Individually,
Defendants.

PLAINTIFFS' INITIAL DISCLOSURES

_____ X

PLAINTIFFS' INITIAL DISCLOSURES

(1) State precisely the classification of the cause of action being filed, a brief factual outline of the case including plaintiff's contentions as to what defendant did or failed to do, and a succinct statement of the legal issues in the case.

The action was filed on August 13, 2024. This Northern District Court has original subject matter jurisdiction and diversity jurisdiction codified at 28 U.S.C. § 1332, U.S. Const., Art III, § 2 and grants federal court jurisdiction in all civil actions between citizens of different states and between a citizen of a state and a subject of a foreign state if the amount in controversy exceeds \$75,000.

Response: This is an action brought by a self-represented mom. Plaintiff is not a juris, never studied law, never practiced law and is doing the ultimate best to establish an Article III standing. Plaintiff has been injured based upon a relationship which arose out of a trust matter. Plaintiff asserts claims for declaratory and injunctive relief, compensatory and punitive damages, and attorneys' fees, arising out of

Defendants' fraud, misrepresentation and breach of fiduciary obligations and constructive trust with Plaintiffs' rights secured under the constitution and laws of the United States, specifically the 42 U.S.C. §§ 1973gg et seq.

BREACH OF CONTRACT

Plaintiff's claim a breach of contract which requires the plaintiff to plead and establish: (1) the existence of a contract; (2) a material breach of that contract; and (3) damages resulting from the breach." There is no requirement that Plaintiff's pleader attach a copy of the writing on which her claim for relief or defense is based." The critical issue under the Federal Rules is whether (the plaintiff has alleged a short and plain statement of the claim' pursuant to Rule 8(a), rather than whether the contract or document is incorporated into the Complaint').

Plaintiff alleges that Defendants, materially breached the contract by taking over \$80,000 Dollars of rehab monies and failing to rehab the subject property to allow the property to be refinanced. The Agreement can be demonstrated where Defendant Ozwald Family Trust Advisors accepts and receives the rehab funds. The breach becomes substantiated when no repairs were made, no monies were applied towards the mortgage payments, nor given to Co-Defendant Illuminating Properties. Further, Plaintiff alleges that Defendants Ozwald Family Trust Advisors committed breach of his Fiduciary obligations which is a direct and proximate result of why Plaintiff has suffered damages, including monetary damages.

ALTERNATIVELY UNJUST ENRICHMENT THROUGH A CONSTRUCTIVE TRUST

Plaintiff argues claim for unjust enrichment. It is well settled that the law will not imply a contract where an express contract exists concerning the same subject matter. Accordingly, unjust enrichment claims are precluded by the existence of an express contract between the parties concerning the same subject matter." Federal Rule of Civil Procedure 8 provides, in relevant part, as follows: (d)(2) A party may set out 2 or more statements of a claim or defense alternatively or hypothetically, either in a single count or defense or in separate ones. If a party makes alternative statements the pleading is sufficient if any of them is sufficient. (d)(3) A party may state as many separate claims or defenses as it has, regardless of consistency. Fed. R. Civ. P. 8(d)(2)-(3). ' The fiduciary can be anyone in a fiduciary capacity, including an attorney, guardian, corporate director, partner and agent, and not just a trustee.

Plaintiff should not be precluded from pursuing alternative claims of breach of contract absent an express agreement since Defendants have been unjustly enriched. In this instance the Court and 12 competent

jurors could determine that a Constructive Trust existed. The Court must view the complaint in the light most favorable to Pro Se, Sui Juris Plaintiff, and accept Plaintiff's well-pleaded facts as true. A remedy for fiduciary gains could be imposed on a person who profited in a fiduciary position, the court would also impose a constructive trust. The mere fact that the Defendants failed to complete the trust indenture, does not dismiss that engaged in a trust relationship. Defendants were experts in trust law as they promoted their company and services. Defendants offer their constituents a "private" portal to access classes, exclusive documents and videos unavailable to the public. Plaintiff participated in this exclusive process, and followed suit according to instructions of Defendants. Defendants acted, handled and managed Plaintiffs' assets in a fiduciary capacity, pairing up co-trustee clients, handling paperwork for sales, preparing legal documents regarding sales, transfers and improvements and Defendants made every assurance that they were acting in Plaintiff's best interest.

Constructive trusts may result in fraud, such that trust property might be stolen, mismanaged or otherwise impeded. When no express trust can be found because of the absence of one, of the three certainties or conveyance, this Court may still possibly find a constructive trust exist or is implied whenever the circumstances are such that the person holding legal title to property, either from fraud or otherwise, cannot enjoy the beneficial interest in the property without violating some established principle of equity.

FIDUCIARY FRAUD

Fraudulent Misrepresentation/concealment and Negligent Misrepresentation Plaintiff argues that her complaint meets the pleading requirements for fraud, in part, because the alleged wrongful acts were known by Defendants. The court in Pettinelli held that when negotiating or attempting to compromise an existing controversy over fraud and dishonesty it is unreasonable to rely on representations made by the allegedly dishonest parties. Fiduciaries (including trustees who are fiduciaries) can sue if they would have good reason to sue if, as one fiduciary were using the trusts assets as a "personal piggy bank." Depending on the nature of the fiduciary misconduct, state and federal criminal laws may apply.

Plaintiff must allege four elements to establish a fraudulent misrepresentation claim : (1) a false statement by the defendant concerning a material fact; (2) the defendant's knowledge that the representation was false; (3) that the representation was made by the defendant intent to induce another to ad on it; and (4) that the plaintiff suffered a consequent injury in reliance on the representation. As discussed, supra, Plaintiff has plausibly alleged Defendant's knowledge, intent to induce Defendant's Lane, Bey as well as Illuminating Properties , and that Plaintiff suffered a consequent injury. The Court should find that Defendant Ozwald Family Trust Advisors has sufficiently alerted Ozwald Family Trust Advisors to their

precise misconduct with which they are charged, Viewing the complaint in the light most favorable to Plaintiff, and accepting Plaintiff's well-pleaded facts the Court must find that Plaintiff has plausibly alleged a claim for fraudulent misrepresentation

(2) Describe in detail all statutes, codes, regulations, legal principles, standards and customs or usages, and illustrative case law which the plaintiff contends are applicable to this action.

Response:

A. Breach of Contract

- Hearn v. IBM, 588 F. App'x 954, 957 (1 1th Cir. 2014) (citing Vega v, T-Mobile USA, Inc., 564 F.3d 1256, 1272 (1 1th Cir. 2009))
- Hewlett-packard Co. v. C# Transp. LLC, No.12-21258-C1v Cooke/-furnoff, 2012 U.S. Dist. LEXIS 1451 79, at *6 (quoting 5A Charles Alan Wright, et al., Federal Practice (f Procedure f 1327 (3d ed. 1 998)
- Amerisure Ins. Co. v. S. Waterproofing, Inc., No. 3: 14-cv-154-J-34JRK, 2014 U.S. Dist. LEXIS 131765, at * 17 (M.D. Sep. 19s 2014)

B. Unjust Enrichment

- Wilson v. Everbank, N.A., 77 F. Supp. 3d 1202, 1220 (quoting Kovtan v. Frederihen, 449 So. 2d 1, 1 (Ga. 2d DCA 1984)).
- Diamond "S " Dev. Corp. v. Mercantile Bank, 989 So. 2d 696, 697).
- Infante v. Bank ofAm. Corp., 468 F. App'x 918, 920 (1 1th Cir. 2012) (citing Johnson v. Davis, 480 So. 2d 625, 627).
- Intercoastal Realty, Inc. v. Tm cy, 706 F. Supp. 2d 1325, l 332

C. Constructive Trust

- Han v. Han , 295 Ga. App. 1, 3 (2), 670 S.E.2d 842 (2008).
- OCGA § 13-3-40 (a) (consideration is essential to an enforceable contract).
- Lewis v. Ikner , 349 Ga. App. 21, 26 (1) (a), 825 S.E.2d 443 (2019)
- OCGA § 53-12-132 (a).
- Roberts v. Smith , 341 Ga. App. 823, 828 (2), 801 S.E.2d 915 (2017).
- Peter v. Beblow, 1993

D. Breach of Fiduciary Obligation

- Pettinelli v. Danzig, 771 F.2d 706 (1 lth Cir. 1984).

- *Infante v. Bank of Am. Corp.*, 468 F. App'x 918, 920 (11th Cir. 2012) (citing *Johnson v. Davis*, 480 So. 2d 625, 627)
- *Spokeo, Inc. v. Robins*, 578 U. S.
- *Roofing Waterproofing, Inc.* , 287 F. App'x at, 86.
- *Raines v. Byrd*, 521 U. S. 811, 820, n. 3 (1997)

(3) Provide the name and, if known, the address and telephone number of each individual likely to have discoverable information that you may use to support your claims or defenses, unless solely for impeachment, identifying the subjects of the information. (Attach witness list to Initial Disclosures as Attachment A.)

Response:

Allison Stanton
16890 E Alameda Pkwy #473783
Aurora, CO 80017

Gloria Butler
5706 Legation Court
New Carrollton, MD 20784

Plaintiff has not yet made a **complete** list of witnesses, but has to date obtained the information for these individuals and Plaintiff will supplement their response to this disclosure as necessary, in accordance with applicable rules of procedure.

(4) Provide the name of any person who may be used at trial to present evidence under Rules 702, 703, or 705 of the Federal Rules of Evidence. For all experts described in Fed. R. Civ. P. 26(a)(2)(B), provide a separate written report satisfying the provisions of that rule. (Attach expert witness list and written reports to Responses to Initial Disclosures as Attachment B.)

Response:

Plaintiff has not yet declared any expert witnesses for use at trial. Should they do so, Plaintiff will supplement their response to this disclosure as necessary, in accordance with applicable rules of procedure.

(5) Provide a copy of, or a description by category and location of, all documents, data compilations, and tangible things in your possession, custody, or control that you may use to support your claims or defenses unless solely for impeachment, identifying the subjects of the information. (Attach document list and descriptions to Initial Disclosures as Attachment C).

Response: Plaintiff has not yet made a **complete** list, but has to date obtained the following information below and will supplement their response to this disclosure as necessary, in accordance with applicable rules of procedure.

1. Copies of Emails of conversations on Defendant's server outage
2. Copies of Text Messages of negotiation attempts
3. Copies of Screenshots of invite and addition to Defendant's website
4. HUD Closing Sheet
5. Bank Statements, ie Wire Transfer Sheet
6. Affidavits of Witnesses to key issues in dispute regarding Defendants, taking funds for Trust services and NEVER delivering Trust Indentures
7. IRS Documents establishing Defendants: Rude Lane and Ozwald Family Trust Advisors, have been shut down by the IRS for unlawfully obtaining "ein numbers" without express permission from Ozwald Family Trust Advisors participants.

(6) In the space provided below, provide a computation of any category of damages claimed by you. In addition, include a copy of, or describe by category and location of, the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered, making such documents or evidentiary material available for inspection and copying as under Fed. R. Civ. P. 34. (Attach any copies and descriptions to Initial Disclosures as Attachment D.)

Response:

Plaintiff has not yet made an exact calculation or computation of damages incurred in this lawsuit, as most elements of damages claimed (e.g., compensatory and punitive damages, equitable relief, and attorneys' fees) are within the sound discretion of the jury or the Court and cannot be determined. As discovery progresses, and to the extent practicable, Plaintiffs will supplement their response to this disclosure as necessary, in accordance with applicable rules of procedure.

(7) Attach for inspection and copying as under Fed. R. Civ. P. 34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or to indemnify or reimburse for payments made to satisfy the judgment. (Attach copy of insurance agreement to Initial Disclosures as Attachment E.)

Response:

Not applicable.

(8) Disclose the full name, address, and telephone number of all persons or legal entities who have a subrogation interest in the cause of action set forth in the plaintiff's cause of action and state the basis and extent of such interest.

Response:

Not applicable.

Dated: October 15, 2024

Monica Latrice Woodley

By Respectfully Submitted:
Monica Latrice Woodley
3805 Butler Springs Drive
Georgia 30052

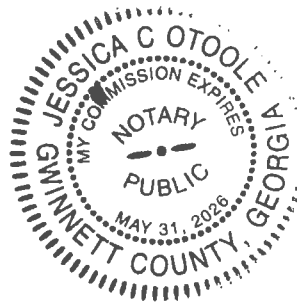
JURAT ACKNOWLEDGMENT

On this date October 15, 2024 Monica named above, personally appeared before me and acknowledged to me that she executed the **PLAINTIFFS' INITIAL DISCLOSURES** in her stated capacity. The signatures on this instrument were signed as a free and voluntary act and deed for the uses and purposes mentioned therein.

County Guinnett

State: Georgia

Jessica C. O'Toole
NOTARY



Commission Expires: 5/31/2026

ATTACHMENT C

Provide a copy of, or a description by category and location of, all documents, data compilations, and tangible things in your possession, custody, or control that you may use to support your claims or defenses unless solely for impeachment, identifying the subjects of the information. (Attach document list and descriptions to Initial Disclosures as Attachment C).

Response: Plaintiff has not yet made a **complete** list, but has to date obtained the following information below and will supplement their response to this disclosure as necessary, in accordance with applicable rules of procedure.

1. Copies of Emails regarding Defendants' server outage, shutting down access to participants
2. Copies of Text Messages
3. Copies of Screenshots of invite and additional messaging regarding Plaintiff's participation to and on Defendants' website
4. HUD Closing Sheet
5. Bank Statements, ie Wire Transfer Sheet
6. Affidavits of Witnesses to key issues in dispute regarding Defendants, taking funds for Trust services and NEVER delivering Trust Indentures
7. IRS Documents establishing Defendants: Rude Lane and Ozwald Family Trust Advisors, have been shut down by the IRS for unlawfully obtaining "ein numbers" without express permission from Ozwald Family Trust Advisors participants.

SERVICE LIST

Send Courtesy Copy To:

Magistrate Court

Gwinnett County

75 Langley Drive

Lawrenceville, GA 30046

Harvard Business Services, Inc.,

% Illuminating Properties, LLC

16192 Coastal Hwy

Lewes, DE 19958

Ozwald Family Trust Advisors, LLC

% Secretary of State of Delaware

401 Federal Street #4

Dover, DE 19901

Rude M Lane

Agent for Ozwald Trust Advisors, LLC

% Secretary of State of Delaware

401 Federal Street #4

Dover, DE 19901

A Musa Bey

% Secretary of State of Delaware

Agent for Ozwald Trust Advisors, LLC

401 Federal Street #4

Dover, DE 19901