

IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION

THE CONNOR GROUP, A REAL	:	Case No. 2013 CV 05706
ESTATE INVESTMENT FIRM, LLC, et al.	:	
	:	(JUDGE MARY KATHERINE HUFFMAN)
Plaintiffs,	:	
	:	
v.	:	<u>AMENDED COMPLAINT</u>
	:	<u>(Defamation/Tortious Interference)</u>
JAMES J. RANEY	:	
	:	
Defendant.	:	

COUNT I

1. Plaintiff The Connor Group, A Real Estate Investment Firm, LLC (“Connor Group”) is an Ohio limited liability company based in Montgomery County, Ohio. Plaintiff Meridian Apartment Manager, LLC (“Meridian”) is a Delaware limited liability company which owns Meridian Apartments. Connor Group is a real estate investment firm which engages in the business of management of apartment communities, including Meridian Apartments in Franklin County, Ohio.
2. At times relevant herein, Defendant was a resident of Meridian Apartments.
3. Venue is proper in this Court because part of the claim for relief arose in Montgomery County.

4. Commencing in late September/early October, 2012, Defendant commenced a campaign to publicly disparage Plaintiffs and damage Plaintiffs in their business, trade and reputation.
5. Defendant's ongoing efforts to disparage Plaintiffs included, but were not limited to, untrue statements and/or innuendo.
6. By way of example, Defendant made disparaging statements that one or both Plaintiffs (a) were "gaming the system" relating to online apartment ratings; (b) engage in a practice known as "slamming" which involves changing consumer's utilities providers without their authorization; (c) engage in or encourage "deceptive practices"; (d) have engaged in a "pattern of fraud"; (e) pay residents for providing favorable online reviews concerning Plaintiffs to falsely improve Plaintiffs' online ratings; (f) engage in internet spamming; (g) were "jackals"; (h) engage in illegal practices including illegal clauses in their leases; (i) have so many unhappy residents that they must be busy answering all of their complaints; (j) threatened Defendant with eviction for attempting to form a tenants' association; (k) "piss" down their employees' backs; (l) do not care about residents and provide poor service; (m) will throw residents under the bus; (n) are insensitive to and would not properly deal with employees with cancer; (o) give residents a reason to fear Plaintiffs; and (p) engage in "tactics and schemes" that are being exposed across the country and are driving away potential tenants.
7. Defendant has continued his ongoing efforts to disparage Plaintiff Connor Group and its affiliated entities through untrue statements and innuendo made over the internet.
8. These statements and innuendo included but were not limited to (a) statements made on a website denominated rentn.org created by Defendant for that purpose; and (b) postings by

Defendant on social media and other internet sources under the pseudonym John Yossarian.

9. By way of example, Defendant made disparaging statements and innuendo over the internet (a) that Connor Group and its affiliated properties engage in “payola” for online reviews; (b) that Connor Group and its affiliated properties do not spend money on needed repairs on residents apartments; (c) that Connor Group instead is diverting investor dollars to themselves for construction of corporate headquarters; (d) that for 15 years Connor Group put as little back into property maintenance as possible and “financially raped” residents; (e) that Connor Group and its affiliates are slumlords; (f) that Connor Group and its agents are unethical; (g) that Connor Group entices others to the Dark Side; (h) that Connor Group disagrees with the First Amendment; (i) that Connor Group is guilty of sexism and men are praised and women are overlooked, and misattributing that statement in an effort to give it credibility; (j) posting pictures of a property that was in disrepair and claiming that Connor Group owned that property but was hiding the fact; and (k) displaying computer generated images of people and picket signs derisive of Connor Group and its properties.
10. All of the above statements, individually and collectively, made and/or implied factual assertions that were untrue and/or misleading.
11. Defendant made such statements with knowledge that they were untrue and/or with reckless disregard for whether or not they were true.
12. Defendant's statements were made with malice toward Plaintiffs and with the intention of damaging them in their business and trade.
13. As a result of the foregoing, Plaintiffs have been damaged.

COUNT II

14. Plaintiffs incorporate by reference the preceding allegations as if fully restated herein.
15. In addition to the foregoing, Defendant expressly discouraged prospective residents at Plaintiffs' properties from renting from Plaintiffs. By way of example, in addition to the above, Defendant posted "DO NOT RENT HERE" signs at Plaintiffs' properties.
16. Plaintiffs have actual contractual and business relationships with their residents, as well as prospective business relationship with potential residents who visit Plaintiffs' apartment communities or view information on Plaintiffs online.
17. Defendant has at all relevant time been aware of Plaintiffs' actual and prospective relationships with residents.
18. By his conduct, Defendant has intentionally and tortiously interfered with such relationships.
19. As a result, Plaintiffs have been damaged.

WHEREFORE, Plaintiffs demand as follows:

- A. As to Count I, that Connor Group be awarded compensatory damages against Defendant in an amount in excess of \$25,000 as to each and every defamatory statement made by Defendant regarding Connor Group;
- B. As to Count I, that Meridian be awarded compensatory damages against Defendant in an amount in excess of \$25,000 as to each and every defamatory statement made by Defendant regarding Meridian;
- C. As to Count I, that Connor Group be awarded punitive damages, including reasonable attorney's fees, against Defendant in an amount in excess of \$25,000

as to each and every defamatory statement made by Defendant regarding Connor Group;

- D. As to Count I, that Meridian be awarded punitive damages, including reasonable attorney's fees, against Defendant in an amount in excess of \$25,000 as to each and every defamatory statement made by Defendant regarding Meridian;
- E. As to Count II, that Plaintiffs be awarded compensatory damages against Defendant in an amount in excess of \$25,000;
- F. As to Count II, that Plaintiffs be awarded punitive damages against Defendant in an amount in excess of \$25,000;
- G. That the judgment rendered in favor of Connor Group bear interest at the statutory rate;
- H. That Defendant be ordered to pay the cost of this action; and
- I. That Connor Group be granted such other and further relief as this Court deems just and appropriate.

Respectfully submitted,

s/Stephen A. Watring
Stephen A. Watring (0007761)
DUNLEVEY, MAHAN & FURRY
110 North Main Street, Suite 1000
Dayton, Ohio 45402
Ph: (937) 223-6003
Fax: (937) 223-8550
Email: saw@dmfdayton.com
Attorney for Plaintiffs