

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

THOMAS J. READE  
1404 Magliano Drive  
Boynton Beach, Florida 33436-1106

PLAINTIFF,

VS.

MATTHEW S. WOODWARD  
2140 Los Arrow Drive  
Dayton, Ohio 45439-3018

JENNIFER WOODWARD  
2140 Los Arrow Drive  
Dayton, Ohio 45439-3018

FIG OH18, LLC  
c/o Fig Capital Investments, LLC  
1000 Riverside Avenue, Suite 400  
Jacksonville, Florida 32204-4108

FIREFIGHTERS & COMPANY FEDERAL  
CREDIT UNION  
fna DAYTON FIREFIGHTERS FEDERAL  
CREDIT UNION  
338 S Patterson Blvd.  
Dayton, Ohio 45402-2845

MONTGOMERY COUNTY TREASURER  
451 W. Third Street, Floor 2  
Dayton, Ohio 45422-0001,

DEFENDANTS.

CASE NO.

JUDGE:

**VERIFIED COMPLAINT FOR BREACH OF  
CONTRACT, FRAUD AND FORGERY,  
UNJUST ENRICHMENT, CONVERSION,  
TRESPASS TO CHATTEL & CIVIL THEFT,  
REPLEVIN, QUIET TITLE, DECLARATORY  
JUDGMENT, AND INJUNCTION**

## JURISDICTION AND VENUE

1. Jurisdiction exists in the Montgomery County, Ohio Common Pleas Court, Civil Division, pursuant to Revised Code §1313.37, §2721.01, et seq., and §5303.01, and further in as much as this is a civil action involving real property in said county.
2. Venue lies in Montgomery County pursuant to Civil Rule 3 in as much as the activity and the real property at issue in this action, which give rise to the claims for relief, are in the Township of Miami, Montgomery County, Ohio.

## PARTIES

3. Plaintiff, Thomas J. Reade, is a citizen of the County of Palm Beach, State of Florida, residing at 1404 Magliano Drive, Boynton Beach, Florida 33436.
4. Defendant, Matthew S. (Scott) Woodward, is a citizen of the County of Montgomery, Township of Miami, State of Ohio, residing at 2140 Los Arrow Drive, Dayton, Ohio 45439.
5. Defendant, Jennifer Woodward (aka Jennifer Selhorst, aka Jennifer Schaeff), is a citizen of the County of Montgomery, Township of Miami, State of Ohio, residing at 2140 Los Arrow Drive, Dayton, Ohio 45439.
6. Defendant, Fig Oh18, LLC, is a Delaware for-profit Limited Liability Company, in the business of acquisition and ownership of tax certificates representing liens on Ohio real estate issued by Ohio tax collectors and activities incidental thereto, with a business address of Fig Capital Investments, LLC, 1000 Riverside Avenue, Suite 400, Jacksonville Florida 32204, who may claim a legal or equitable right, title, estate, lien, or interest in the real property or improvements thereto described within this action or any real property appurtenant thereto.
7. Defendant, Firefighters & Company Federal Credit Union, fna Dayton Firefighters Federal Credit Union, is a federally chartered credit union providing a full line of financial services, located at 338 S. Patterson Blvd, Dayton Ohio 45402-2845, who may claim a legal or equitable right, title, estate, lien, or interest in the real property or improvements thereto described within this action or any real property appurtenant thereto.
8. Defendant, Montgomery County Treasurer, is an Ohio county government office at 451 West Third Street, Floor 2, Dayton, Ohio 45422-0001, who may claim a legal or equitable right, title, estate, lien, or interest in the real property or improvements thereto described within this action or any real property appurtenant thereto.

## ALLEGATIONS

9. The property at issue, located at 2140 Los Arrow Drive, Dayton, Ohio 45439, Montgomery County Tax Parcel No. K47 21210 0048 (herein referred to as the "Los Arrow Drive Property"), is more particularly described as follows:

Situate in the Township of Miami, County of Montgomery and State of Ohio:  
Being Lot Numbered ONE THOUSAND SIX HUNDRED SIXTY-FIVE (1665)  
Herbert C. Huber Plat, No. 23, Section 2, recorded in Plat Book "MM" Pages 60  
and 61.

10. Plaintiff, Thomas J. Reade, lived in the Los Arrow Drive Property for nearly 20 years, from 1996 to 2016. The house was built by his grandparents, who passed the home to Thomas's mother, Mary Alice Sanders, who in turn passed the home to Thomas in 2012, upon her death.

11. In May 2016 when Thomas planned to move to Florida, he entered into a rent agreement with an option to buy at the Los Arrow Drive Property with his coworker and friend Jim Woodward, and Jim's son and daughter-in-law, Defendants, Matthew S. Woodward and Jennifer Woodward (respectively), until Jim Woodward's death in November 2018.

12. Thomas maintained his collection of vintage, heirloom musical equipment, and other personal property valued at about \$50,000 in the garage at the Los Arrow Drive Property, which had been converted to a sound studio.

13. The above rent agreement was unwritten and specified that the three tenants agreed to pay Plaintiff, Thomas Reade, owner of the Los Arrow Drive Property, \$500.00 per month for rent, and pay all utilities, and property taxes, which offset the lower rent.

14. Rental payments to Plaintiff, Thomas Reade from the three tenants at the Los Arrow Drive Property were consistent until Jim Woodward's death in November 2018.

15. Upon Jim Woodward's passing, Defendant, Matthew Woodward contacted Plaintiff, Thomas Reade, to continue the rent arrangement and discuss purchasing the property. At this point, Defendant, Matthew Woodward's monthly rental payments became less regular.

16. About February 2019 Defendants, Matthew S. Woodward and Jennifer Woodward, applied for financing, but were declined, to purchase the Los Arrow Drive Property.

17. At some point in 2019, Defendant, Matthew Woodward became aware that part of the rent agreement with the Plaintiff was to pay all the property taxes.

18. In the meantime, property taxes on the Los Arrow Drive Property went unpaid for about one year. Plaintiff, Thomas Reade, was notified that his Property was under a property tax lien, and thus at risk of losing the Property.

19. About November 2019 Defendant, Matthew Woodward contacted Thomas, asking to be added to the Los Arrow Drive Property deed, if he would pay all the back taxes to get the lien to

get the tax liens removed. Notwithstanding, a breach of the rent agreement by Matthew, Thomas agreed to this arrangement, whereby both Thomas and Defendant, Matthew Woodward, would equally share title to the Property as joint tenants.

20. Subsequent, Matthew indicated to Thomas that he needed to be on the deed so his lender would loan the money to pay the back taxes, but he agreed to continue the \$500 per month toward purchasing the other half of the property until financing became available.

21. In mid-November 2019 Defendant, Matthew Woodward mailed a prepared quit claim deed to Thomas in Florida, where Thomas granted to Thomas and Matthew as joint tenants of the Los Arrows Drive Property. Defendant additionally mailed ostensible loan application materials from AmRock.

22. Thomas signed the quit claim deed before a Florida notary public on November 19, 2019, and returned the deed to Defendant, Matthew Woodward in Dayton, Ohio by overnight delivery service for transfer and recording.

23. No title company was involved and Defendant, Jennifer Woodward evidently prepared the deed for the Los Arrows Drive Property, but indicated it was prepared by Thomas.

24. Between February and April 2020 Defendant, Matthew Woodward ceased making payments to Thomas.

25. Thomas contacted Defendant, Matthew Woodward, who stated he had no money due to COVID-19 government directives to close his business, and that he was collecting unemployment compensation.

26. In the fall of 2020, Thomas again contacted Defendants, Matthew Woodward and Jennifer Woodward to inquire about the resumption of monthly rental payments. Jennifer said that the brewery where she worked had closed, and that the tattoo business where Matthew worked was slow.

27. Assuming COVID was an issue, Thomas gave time for Defendants to get financed to buy him out.

28. In late October 2021 a friend notified Thomas that the Los Arrow Drive Property was listed for sale online by Sibcy Cline, at which point Thomas became aware something was wrong, and sought legal assistance.

29. Thomas then discovered that after the deed was mailed from Florida to Ohio, the first page of the quit claim deed was fraudulently substituted with an unsigned page to indicate total transfer of Thomas's ownership of the Los Arrow Drive Property to Defendant, Matthew Woodward, not as joint tenants that Thomas signed.

30. The falsified deed was transferred at the Montgomery County, Ohio Auditor and recorded with the Montgomery County, Ohio Recorder on November 25, 2019 (File #2019-00066451).

31. Defendant, Jennifer Woodward (aka Jennifer Selhorst, aka Jennifer Schaeff) is a known forger, convicted of felony criminal forgery/uttering (two counts) and theft (two counts) which she perpetrated between 2016-2017 (Montgomery County, Ohio Common Pleas Court, Case 2019 CR 02985; sentenced May 27, 2020).

32. Despite Defendant, Matthew S. Woodward, paying no consideration to Thomas for purchase of the Los Arrow Drive Property, Matthew is listed as the sole owner of the Property at the Montgomery County, Ohio Auditor's website, with a fictitious sale price of \$91,200 on November 25, 2019.

33. Realtor.com posted online that the Los Arrow Drive Property was listed for sale on October 22, 2021 for \$155,000, with a price reduction to \$149,900 on November 8, 2021. The listing was removed on November 15, 2021. On November 18, 2021, the Property was relisted with RE/MAX Go Beyond for \$129,900 and curiously mentioned the music in the listing, explaining belonged to a "previous owner," but would be removed prior to closing.

34. After contact by Plaintiff's counsel, RE/MAX Go Beyond terminated the listing on November 20, 2021.

35. In November 2021, Thomas learned that Defendants were selling his property out of the garage, as some of the items have registered serial numbers when he was contacted by local music stores.

36. Defendants have ceased all communication with Thomas and he cannot reach them in any way.

37. As a result of the above falsified deed, Thomas has neither his house nor money from the purchase and further has no access to his property stored in the Los Arrow Drive Property's garage.

## CAUSES OF ACTION

### COUNT I

#### BREACH OF CONTRACT

38. Plaintiff incorporates the allegations set forth in the foregoing paragraphs of the Complaint, as if fully rewritten herein.

39. Defendants agreed to pay property taxes for the Los Arrows Property and make payments toward the purchase of the other half of the property.

40. Defendants breached their agreement with Plaintiff as payments ceased in the late winter of 2020 and half not resumed.

41. Defendants have further breached their agreement as property taxes have gone unpaid and tax liens have accrued and been sold.

42. Defendants have further breached their agreement by taking fraudulent actions to secure title and keep Plaintiff from his chattel.

43. As a result of the above-stated breaches, Plaintiff has suffered damages well in excess of \$50,000.

## COUNT II

### FRAUD AND FORGERY

44. Plaintiff incorporates the allegations set forth in the foregoing paragraphs of the Complaint, as if fully rewritten herein.

45. Defendants fraudulently changed and forged the deed signed by Plaintiff on November 19, 2019 to make the conveyance appear outright to Matthew S. Woodward.

46. Defendants represented to Plaintiff that the deed he signed was recorded and continued to behave in a manner consistent with their agreement.

47. Defendants has a duty to disclose they changed the deed prior to recording and that Jennifer Woodward was indicted for fraudulent criminal conduct.

48. Said change and forgery of the deed was material to the transaction at hand and concealed from Plaintiff.

49. Defendants' actions were made falsely, with knowledge of its falsity, or with such utter disregard and recklessness as to whether it is true or false that knowledge may be inferred,

50. Defendants intended to mislead Plaintiff and prevent him from knowing they changed and forged the deed and tricked him in to relying on their actions.

51. Plaintiff justifiable relied on the deed he signed and Defendants representations.

52. Plaintiff has been damaged in excess of \$50,000 as a result of the fraud and forgery by Defendants.

**COUNT III**

**UNJUST ENRICHMENT**

53. Plaintiff incorporates the allegations set forth in the foregoing paragraphs of the Complaint, as if fully rewritten herein.
54. Defendants have been conferred a benefit by their actions and obtaining control of the Los Arrow Property.
55. Defendants know they have benefited.
56. To allow Defendant's retention of the benefit of false ownership and control of the Los Arrow Property without payment to Plaintiff under these circumstances would be unjust.

**COUNT IV**

**CONVERSION, TRESPASS TO CHATTEL, AND CIVIL THEFT**

57. Plaintiff incorporates the allegations set forth in the foregoing paragraphs of the Complaint, as if fully rewritten herein.
58. Defendants have converted to themselves the ownership of the Los Arrow Property and the valuable chattel stored in the garage thereon.
59. Defendants have attempted to sell the Los Arrow Property to benefit themselves.
60. Further, Defendants have sold valuable personal property of Plaintiff and used it for their benefit without the permission or authorization of Plaintiff.
61. Defendants have stolen what was not theirs and caused damage to Plaintiff.
62. As a result of above-stated conversion of Plaintiff's property by Defendants, Plaintiff has suffered damages in excess of \$50,000 in damages, not only for loss of title but loss of personal property.
63. Plaintiff has further been deprived the right to use and enjoyment of his property, and ability to remedy the loss, if Defendants sell the real estate or sell more of the personal property.

**COUNT V**

**REPLEVIN**

64. Plaintiff incorporates the allegations set forth in the foregoing paragraphs of the Complaint, as if fully rewritten herein.

65. Plaintiff owns a significant collection of vintage, heirloom musical equipment, and other personal property valued at about \$50,000 in the garage at the Los Arrow Drive Property, and set forth in more detail in the Exhibit to Plaintiff's Verifying Affidavit.

66. Plaintiff was well known in the vintage music industry and much of the equipment and instruments have serial numbers registered to Plaintiff.

67. Defendants asserted control over the personal property in the fall of 2021 and started to sell the property.

68. Plaintiff trusted the items were safe as they were locked in the garage

69. Plaintiff requests return of his property as soon as possible.

70. Defendants have failed to return the property to Plaintiff and have denied and prevented him from accessing the property.

71. Said personal property is worth in excess of \$50,000.

72. The property is in the actual possession of Defendants and is located at 2140 Los Arrow Drive, Dayton, Ohio 45439, Montgomery County.

**COUNT VI**

**QUIET TITLE (R.C. 5303.01)**

73. Plaintiff incorporates the allegations set forth in each and every of the foregoing paragraphs of his Complaint, as if fully rewritten herein.

74. Plaintiff while ostensibly deprived of title by record is the fee simple owner of the Los Arrow Property described above.

75. Said deed executed on November 19, 2019, granting a joint tenant in common interest to Defendant, Matthew S. Woodward was not delivered, was changed and forged, and further without consideration, and as such invalid on its face.

76. Defendants, appear to claim an interest, adverse to Plaintiff with regard to the property by virtue of the fraudulent deed, and such claim or claims constitute a cloud on the title of Plaintiff in the Los Arrow Property.



77. As such, Defendants should be compelled to set forth their interests, if any, in the real estate, or be forever barred from asserting the same.

## COUNT VII

### DECLARATORY JUDGMENT

78. Plaintiff incorporates the allegations set forth in each and every of the foregoing paragraphs of his Complaint, as if fully rewritten herein.

79. Plaintiff owns in fee simple and possesses all the real property known as the Los Arrow Property as described above by virtue of the fraudulent recorded deed, and the original deed is without delivery or consideration.

80. Plaintiff is further the owner of a significant collection of vintage, heirloom musical equipment, and other personal property valued at about \$50,000 in the garage at the Los Arrow Drive Property.

81. Plaintiff requests this Court to declare him the fee simple owner of the Los Arrow Property, and declare him the owner of the aforementioned personal property.

## COUNT VIII

### INJUNCTION

82. Plaintiff incorporates the allegations set forth in each and every of the foregoing paragraphs of his Complaint, as if fully rewritten herein.

83. Defendants have shown no intention of correcting title to the Los Arrow Property or from trying to list and sell the real estate.

84. The potential threat that Defendants will sell the real property and take the money unless and until enjoined by order of this court, will cause grave and irreparable injury to Plaintiff, in that Plaintiff will be deprived of a remedy if the house sells.

85. Further, the potential threat that Defendants will sell his valuable personal property and take the money unless and until enjoined by order of this court, will cause grave and irreparable injury to Plaintiff, in that Plaintiff will be deprived of his property.

86. Plaintiff has no adequate remedy at law for the Defendant's potential conduct, in that it would be impossible for Plaintiff to determine the precise amount of damage Plaintiff will suffer if Defendant's conduct is not restrained, and Plaintiff will be deprived of the use, value, and enjoyment of her asset, which cannot be compensated in damages.

WHEREFORE, Plaintiff, prays as follows:

- a. That he be declared the true and lawful owner of the real estate known as the Los Arrow Property, described above;
- b. That Plaintiff's title in and to the real estate be quieted against any claim or interest of any of the Defendants and all others claiming through or under them;
- c. That Defendants be required to set up their interests or be forever barred;
- d. Order return of Plaintiff's personal property or grant him access to remove it from the Los Arrow Property.
- e. a temporary restraining order, a preliminary injunction, and a permanent injunction prohibiting Defendants from selling, damaging, or otherwise diminishing the value of Los Arrow Property or the personal property of Plaintiff contained in the garage thereon, pending resolution of this case; and
- f. Plaintiff further demands a money judgment against Defendants for compensatory damages in an amount exceeding \$50,000, for attorneys' fees, costs and expenses of litigation, for prejudgment interest, and for all other relief to which Plaintiff may be entitled to at law or equity.

Respectfully Submitted,

*/s/ R. Jason Howard*

---

R. Jason Howard (#0074662)

Attorney at Law

Howard Law Office

4130 Linden Avenue, Suite 304

Dayton, OH 45432-3033

937-262-7600 telephone

937-262-7601 facsimile

[rjhoward@howardlawoffices.com](mailto:rjhoward@howardlawoffices.com)

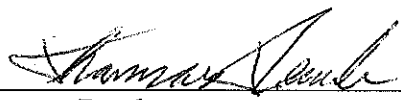
Attorney for Plaintiff

VERIFYING AFFIDAVIT

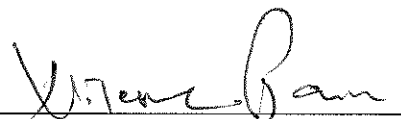
STATE OF FLORIDA            )  
  )  
COUNTY OF PALM BEACH    )        SS:

Now comes Thomas Reade that after being duly cautioned and sworn, states that he is the Plaintiff in the above action, concerning 2140 Los Arrows Drive, Moraine, Ohio 45439. He further states he has read the Complaint, and incorporated request for injunction, and other relief, and states the allegations and statements therein are true and correct as he variable believes. This affidavit shall further support any motion for temporary restraining order, made herein. He further confirms the personal property set forth in the attached list as Exhibit A, belongs to Plaintiff, and Defendants have asserted control and deprived him of use, and sold some therein.

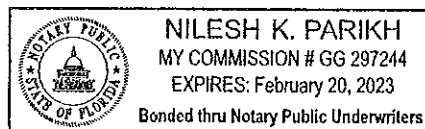
FURTHER AFFIANT SAITH NAUGHT.

  
\_\_\_\_\_  
Thomas Reade

Sworn to before me and subscribed in my presence at Palun Bay, Florida this 30 day of November in the year 2024 by Thomas Reade.

  
\_\_\_\_\_  
Notary Public

My Commission Expires 02/20/2023



Property List in Garage at Los Arrow Property

1979 Marshall JMP mkII 50 watt head switched to EL34's with blown output transformer and missing plug  
1981 Marshall JMP mkII 100 watt head  
Mid '60's Fender blackface Bassman head  
Mid 70's Marshall 4x10 guitar/bass/organ cabinet w/broken jack plate  
Marshall 2x12 cabinet in 4x12 housing  
Mesa Nomad 100 head w/custom lift off road case by Affordable Cases in St. Louis  
Mesa/Boogie 50 caliber + head with broken mid knob  
Mesa/Boogie Studio preamp  
Mesa/Boogie Triaxis Preamp  
Mesa/Boogie Simul-Class 2:90 Power Amp  
4 custom built Mesa/Boogie 4x12 Boogie Road Ready cabs loaded w/Celestion Vintage 30's  
Egnater Tour Master 100 watt head  
Egnater Tour Master 4x12 cabinet  
Line6 Duoverb head  
Line6 Axsys 2x12  
Tube Works power amp

Effect Pedals:

2 Digitech Whammy 4  
Electro Harmonix Russian Big Muff reissue black & yellow  
2 Dunlop Fuzz Face, the big red ones - one with Dallas Arbiter one with Dunlop Manufacturing label  
Vox Delay Lab  
Line6 FM4 Filter Modeler  
Morley Bad Horsie first gen  
Dunlop Crybabys - GC anniversary editions, 1 white 1 red, unopened  
Dunlop Union Jack Crybaby  
Dunlop Original Crybaby 90's  
TC Electronic Nova Compressor  
Voodoo Labs Tremolo  
Danelectro Cool Cat Chorus 18volt 1st gen  
Electro Harmonix Octave Multiplexer  
Electro Harmonix Soul Food  
MXR Super Comp, Blue Box, 78 Badass, Phase 90  
Boss CH1 Super Chorus, CS3 Compression Sustainer, DD3 Digital Delay, NS2 Noise Suppressor, BF2 Flanger, TR2  
Tremolo, PH3 Phase Shifter, FZ3 Fuzz  
Big Knob Fuzz Face Lift  
Vox V847A wah  
90's Ibanez TS9 Tube Screamer w/broken level knob  
Danelectro FAB Echo, Distortion and Fuzz  
Line6 POD  
Rockman Smartgate

DDrum Diablo Punx 6 piece kit blue w/white hardware w/full line of Sabian XS20 cymbals  
DDrum Donimion Maple snare blueburst

70's Rhoads 76 Electric Piano "suitcase" with matching cabinet  
Korg Poly61  
Roland Juno 60  
Roland XP-30

Microphones:

Nuemann TLM 193 w/case  
2 Shure Beta 87a  
Shure Beta 52

EXHIBIT A



2 Shure SM81 w/cases  
5 Shure SM57  
2 AKG D112 w/cases  
2 AKG 421 w/cases  
5 Sennheiser 504 drum mics  
Sennheiser e845

Mackie 32/8bus mixer with stand and meter bridge  
Mackie 1604 mixer  
4 Alesis ADAT 2nd gen & Alesis BRC w/stand  
Eventide H3000 Harmonizer  
dbx 166 Compressor  
Alesis Quadraverb  
Alesis Quadraverb GT  
Lexicon MX200  
ADA Digital Delay D640  
Yamaha SPX900  
Behringer Multi-Com  
Behringer Quad-Gate  
Alesis Monitor One Studio Speakers (pair)  
Alesis RA100 Studio power amp  
Crown Micro-tech 600 power amp  
Carvin 1x15" PA Speakers (x2)  
Carvin 1x12 Monitor wedge Speakers (x2)  
Alesis M4 drum module  
Alesis SR16 Drum Machine  
Tascam Dat recorder (x2)  
Tascam Porta-Studio multitrack recorder



Cust no: 9034317153  
MATTHEW WOODWARD

GUITAR CENTER CINCINNATI  
640 Kemper Commons Circle  
Springdale, OH 45246  
513-671-4555  
DUPLICATE

Sls no: 6131477637  
11-02-21  
01 REGULAR SALE

Qty	Description	Sku	Amount
-1	VINTAGE 1978 MARSHALL JMP MK2 MASTER MODEL 100W Ser no: 10448K	TRADE IN	1,000.00-

UVM #5000418668

Pay Type	Pay Amt	Subtotal	0.00
19 CHANGE DUE	1000.00-	Tax	0.00
		Total	0.00
		Less Trade	1000.00-
		Balance	1000.00-
		Cashier:	011840

PLEASE NOTE :

Buy Online Now at [www.guitarcenter.com](http://www.guitarcenter.com)  
Or call 1-866-498-7882  
WE LOVE FEEDBACK. Tell us yours at  
[www.guitarcenter.com/pages/Store-Feedback](http://www.guitarcenter.com/pages/Store-Feedback)

Returns for items purchased 11/15/21 - 12/17/21 are extended through 01/31/22. Extension does not apply to non-returnable and 3 & 14 day return items under the standard return policy.

To view our Low Price Guarantee, Return Policy, Repair Terms and other consumer policies please go to: <https://www.guitarcenter.com/pages/terms-of-use>

Like us: [facebook.com/guitarcenter](https://www.facebook.com/guitarcenter)  
Follow us on Twitter/Instagram: @guitarcenter  
Subscribe to us: [youtube.com/guitarcenter](https://www.youtube.com/guitarcenter)  
Rent Band and Orchestra Instruments  
Salesperson: 011840 RONALD A L.