

IN THE SUPREME COURT OF OHIO

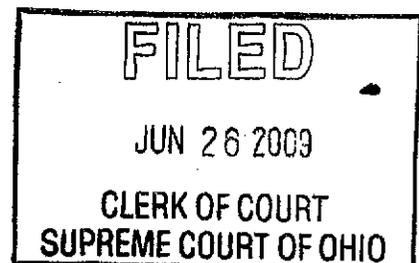
Penny J. Young,	:	
	:	
Appellant,	:	On Appeal from the
	:	Knox County Court of Appeals,
v.	:	Fifth Appellate District
	:	
FIA CARD SERVICES, N.A.	:	Supreme Court of Ohio
Formerly known as	:	Case No. 09-1053
MBNA AMERICA BANK, N.A.	:	
2727 Paces Ferry Road, #1400	:	
Atlanta, GA 30339,	:	
	:	
Appellee.	:	

APPELLANT'S MOTION FOR INJUNCTIVE RELIEF

Penny J. Young
6920 Thayer Road
Mount Vernon, Ohio 43050
(740) 392-9034
mayoung6920@aol.com

PRO SE

Raymond F. Moats, III (#0071791)
Weltman, Weinberg & Reis, Co., L.P.A.
175 S. Third Street, Suite 900
Columbus, Ohio 43215
(614) 857-4393 Phone
(614) 233-6826 Fax
acoriell@weltman.com



COUNSEL FOR THE APPELLEE

APPELLANT'S MOTION FOR INJUNCTIVE RELIEF

COMES NOW, Appellant Penny J. Young, *pro se*, to petition this court to issue a Restraining Order for injunctive relief against Appellee, pursuant to Civ.R. 65, as follows:

- 1) Injunction shall be executed against Appellee to immediately cease and desist all activities to collect, seize, lien, garnish, attach, or otherwise acquire any sums, wages, earnings, or property belonging or accruing to Appellant for satisfaction of the *ORDER GRANTING CONFIRMATION OF ARBITRATION AWARD* by the Knox County Common Pleas Court, Case No. 08OT060356, filed with the clerk on July 17, 2008, and affirmed by the Ohio Fifth District Court of Appeals on April 27, 2009, Case No. 08CA22.
- 2) Said injunction shall remain in effect until such time that Appellant has exhausted all administrative and judicial remedies available to her appertaining to the instant matter.
- 3) Such collection actions by the Appellee may not proceed until the said restraining order expires and this court issues to Appellee express notification that said collection efforts may proceed.
- 4) This court may render such other orders that would be appropriate to effectuate said injunctive relief and such other relief to Appellant this court deems appropriate under the circumstances.

Appellant states the following grounds in support of this motion:

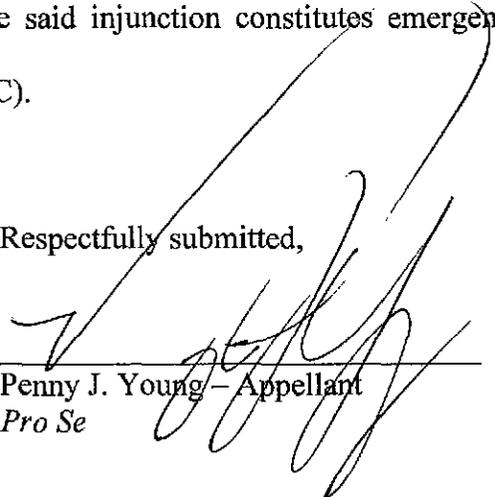
- A) Advancement of collection activities against Appellant by Appellee in the instant matter would result in irreparable injury, loss or damage to Appellant before she can be heard in opposition and granted opportunity to exhaust her remedies in law;
- B) Said injury, loss or damage could potentially result in the form of loss of employment, undue financial burden and accompanying collateral effects, and deprivation of Appellant's full remedies encompassed within her rights of due process and equal protection of the law.
- C) Appellant attests that her purposes to secure said injunction are not to unduly delay adjudication of the instant matter, nor to unduly delay Appellee's relief, rather her sole purpose is to protect her own interests as provided to her by law.
- D) Appellant contends that the facts and law of the instant action, when properly adjudicated, will reveal to this court that the subject arbitration award and resulting conclusions by the said courts are void with respect to the instant matter, and the resulting alleged debt to the Appellee is without merit.
- E) Appellant contends that the entire process in the instant matter originated as a result of Appellee's insufficiency of process and deprivation of Appellant's rights of due process and equal protection of law.

Appellant hereby incorporates, in whole, the affidavit attached herewith.

Appellant contends that a surety bond is unnecessary in the instant matter, pursuant to Civ.R. 65(C), due to the facts that there is no risk of flight by Appellant and, in the event that upon exhaustion of all her administrative and judicial remedies the court finds in the Appellee's favor, Appellant shall respectfully submit to a mutually satisfactory agreement with Appellee to satisfy the court's decision. Upon objection by this court regarding security, Appellant requests sufficient notification to procure the required security to preserve this motion.

WHEREFORE, Appellant hereby petitions this court to issue said Restraining Order for said injunctive relief. Appellant contends that the said injunction constitutes emergency relief to Appellant pursuant to S.Ct.Prac.R. XIV(4)(C).

Respectfully submitted,



Penny J. Young – Appellant
Pro Se

**AFFIDAVIT
IN SUPPORT OF
APPELLANT'S MOTION FOR INJUNCTIVE RELIEF**

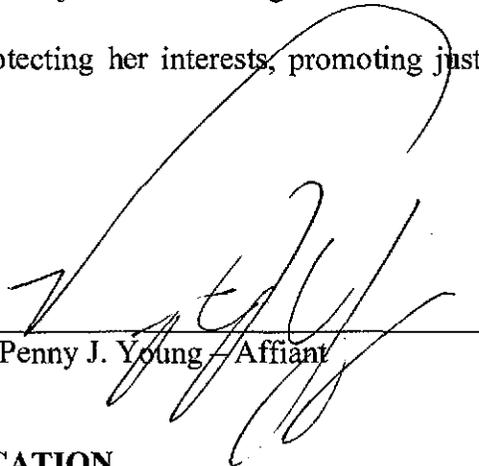
I, Affiant Penny J. Young, do hereby render this affidavit of relevant facts upon my own knowledge, information and belief that they are true and complete.

- 1) The instant action arose in the Knox County Common Pleas Court upon an arbitration award which Appellant attests was perpetrated in deprivation of her rights of due process, equal protection of the law, insufficiency of process by the Appellee, and fraud by the Appellee and others.

- 2) The Knox County Common Pleas Court granted the relief sought by Appellee, confirming the subject defective arbitration award, Case No. 08OT060356. (See Attachment).
- 3) Appellant appealed said decision by the trial court in the Ohio Fifth District Court of Appeals, Case No. 08CA22.
- 4) Said appeals court affirmed the decision of the trial court.
- 5) Appellant attests that the appeals court, as evidenced in its opinion, failed to take proper judicial notice of the most significant controlling facts and law presented in the Appellant's defense, such facts appertaining to the validity of the alleged arbitration agreement, the Appellee's failure to raise said question of validity for decision by a court of competent jurisdiction (as required by law), and the resulting arbitration award being necessarily void (as supported by presented law and case law).
- 6) Appellant filed *APPELLANT'S APPLICATION FOR RECONSIDERATION and MEMORANDUM* with the appeals court on May 16, 2009, expressly addressing Appellant's oppositional arguments to the appeals court's affirmation of the trial court's confirmation order.
- 7) Said application for reconsideration is yet pending a decision from the appeals court, and it remains unopposed by the Appellee.
- 8) Appellant filed *NOTICE OF APPEAL OF APPELLANT PENNY J. YOUNG* in this Supreme Court of Ohio on June 10, 2009, along with a *MEMORANDUM IN SUPPORT OF JURISDICTION*, Case No. 09-1053 (instant case).
- 9) Response from the Supreme Court of Ohio is yet pending.

- 10) Appellant received *NOTICE OF COURT PROCEEDING TO COLLECT DEBT*, dated June 22, 2009, from the Appellee with respect to the Order rendered by the Knox County Common Pleas Court on July 17, 2008, in confirmation of the subject defective arbitration award, Case No. 08OT060356. (Attached hereto)
- 11) Appellant hereto files attached motion for injunctive relief against all collection efforts by Appellee, for purposes of protecting her interests, promoting justice, and executing her rights of due process.

FURTHER, Affiant sayeth naught.



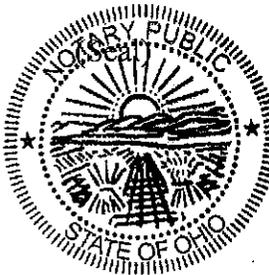
Penny J. Young - Affiant

JURAT / VERIFICATION

State of Ohio)
) SS.
 County of Knox)

I, Katie L Scarberry (Notary), a duly appointed notary public in good standing in said county and state, do hereby testify that the above person did appear, and identify herself with sufficient proof of identification, before me this 25 day of June 2009, and she did affirm, by her own free will, that the information in the preceding Affidavit is true and correct to the best of her knowledge, information and belief.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal.



KATIE L. SCARBERRY
 NOTARY PUBLIC,
 STATE OF OHIO
 My Commission Expires
5/21/2013

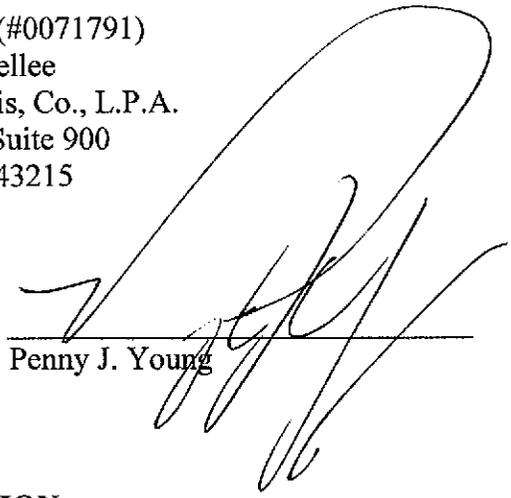
Katie L Scarberry
 Signature - Notary Public
 In and for said county and state

Commission expires: 5 / 21 / 2013

CERTIFICATE OF SERVICE

I, Penny J. Young, do hereby certify under penalty of perjury that a true, complete and legible copy of this APPELLANT'S MOTION FOR INJUNCTIVE RELIEF was served by ordinary U.S. mail to the following recipients on or before this 26th day of June, 2009.

Raymond F. Moats, III (#0071791)
Counsel for Appellee
Weltman, Weinberg & Reis, Co., L.P.A.
175 S. Third Street, Suite 900
Columbus, Ohio 43215

By: 
Penny J. Young

JURAT / VERIFICATION

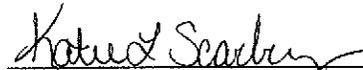
State of Ohio)
) SS.
County of Knox)

I, Katie L. Scarberry (Notary), a duly appointed notary public in good standing in said county and state, do hereby testify that the above person did appear, and identify herself with sufficient proof of identification, before me this 25 day of June 2009, and she did affirm, by her own free will, that the information in the preceding Certificate of Service is true and correct to the best of her knowledge, information and belief.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal.



KATIE L. SCARBERRY
NOTARY PUBLIC,
STATE OF OHIO
My Commission
Expires
5/21/2013


Signature – Notary Public
In and for said county and state

Commission expires: 5 / 21 / 2013

FILED
KNOX COUNTY
COURT OF COMMON PLEAS

2008 JUL 17 AM 9:50

MAEY JO HAWKINS
CLERK OF COURTS

IN THE KNOX COUNTY COMMON PLEAS COURT
CIVIL DIVISION

FIA CARD SERVICES, NA
FORMERLY KNOWN AS MBNA
AMERICA BANK, NA

Claimant,

vs.,

PENNY YOUNG

Respondent.

*
*
*
*
*
*
*
*
*
*

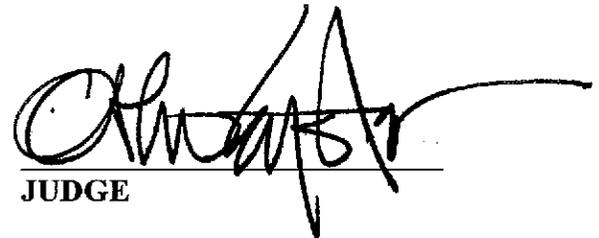
Case No. *080T 06-0356*

Judge *Eyster*

ORDER GRANTING CONFIRMATION OF ARBITRATION AWARD

Upon application of Claimant for confirmation of the Arbitration Award, the Court finds that five (5) days have elapsed since service of notice of the Application upon Respondent. This Arbitration Award is hereby CONFIRMED. Judgment is hereby granted in the amount of \$11,119.76, plus interest at the statutory rate of ~~_____~~% from January 28, 2008, and costs.

IT IS SO ORDERED.


JUDGE

Approved By:
Weltman, Weinberg & Reis, Co., L.P.A.


Raymond F. Moats, III (#0071791)
Attorney For Claimant
175 S. Third Street, Suite 900
Columbus, Ohio 43215
614/801-2600
614/801-2601 (fax)
groatty@weltman.com
WWR #6642262

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

NOTICE OF COURT PROCEEDING TO COLLECT DEBT

Date of Mailing June 22, 2009

08OT060356

KNOX COUNTY COMMON PLEAS COURT

TO: PENNY YOUNG
6920 THAYER RD
MOUNT VERNON, OH 43050

117 EAST HIGH ST., STE 201
MT. VERNON, OH 43050
740-393-6788

You owe the undersigned FIA CARD SERVIC

\$11517.67, including interest and court costs, for which a judgment was obtained against you or certified in KNOX COUNTY COMMON PLEAS COURT Court on July 17, 2008, payment of which is hereby demanded.

If you do not do one of the three things listed below within fifteen days of the date of the mailing of this notice or of its service by the Court, we will go to Court, unless we are otherwise precluded by law from doing so, and ask that your employer be ordered to withhold money from your earnings until the judgment is paid in full or, if applicable, is paid to a certain extent and to pay the withheld money to the Court in satisfaction of your debt. This is called garnishment of personal earnings.

It is to your advantage to avoid garnishment of personal earnings because the placing of the extra burden on your employer possibly could cause you to lose your job.

YOU CAN AVOID THE GARNISHMENT BY DOING ONE OF THESE THREE THINGS WITHIN THE FIFTEEN-DAY PERIOD:

- (1) Pay to us the amount due;
- (2) Complete the attached form entitled "Payment To Avoid Garnishment" and return it to us with the payment, if any, shown due on it; or
- (3) ~~Apply to your local municipal or county court or, if you are not a resident of Ohio, to the municipal or county court in whose jurisdiction your place of employment is located, for the appointment of a trustee to receive the part of your earnings that is not exempt from garnishment, and notify us that you have applied for the appointment of a trustee. You will be required to list your creditors, the amounts of their claims, and the amounts due on their claims, and the amount you then will pay to your trustee each payday will be divided among them until the debts are paid off. This can be to your advantage because in the meantime none of those creditors can garnish your wages.~~

You may also contact a budget and debt counseling service described in division (D) of Section 2716.03 of the Ohio Revised Code for the purpose of entering into an agreement for debt scheduling. There may not be enough time to set up an agreement for debt scheduling in order to avoid a garnishment of your wages based upon this demand for payment, but entering into an agreement for debt scheduling might protect you from future garnishments of your wages. Under an agreement for debt scheduling, you will have to regularly pay a portion of your income to the service until the debts subject to the agreement are paid off. This portion of your income will be paid by the service to your creditors who are owed debts subject to the agreement. This can be to your advantage because these creditors cannot garnish your wages while you make your payments to the service on time.

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Weltman, Weinberg & Reis Co., L.P.A.

Attorney for Judgment Creditor

75 South Third Street Ste 900
Columbus, OH 43215

Address of Attorney for Judgment Creditor

5642262 C A Gro DIA

FIA CARD SERVIC

Name of Judgment Creditor

Rob B. Weltman

Signature of Judgment Creditor or
Judgment Creditor's Attorney

Judgment Creditor is required to serve Judgment Debtor with this notice prior to filing a garnishment. Judgment Debtor has 15 days to respond to the Statutory Demand and submit payment in order to avoid garnishment of his/her personal earnings. The Court will not accept any garnishment filing without proof of mailing the Statutory Demand.