

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
MIDDLE DIVISION**

FILED

22 NOV 21 PM 12:41

N.D. OF ALABAMA

GARY WAYNE WRIGHT, II)
)
Plaintiff)
)
v.)
)
MARSHALL COUNTY, ALABAMA, et al.)
)
Defendants)

Civil Case: 4:22-CV-615-RDP

Claim of Unconstitutionality

PLAINTIFF’S MOTION FOR MISCELLANEOUS RELIEF

COMES NOW the pro se Plaintiff, Gary Wayne Wright II (“Wright”), proceeding in forma pauperis to respectfully request the Court grant relief in the following manner:

STAY OF PROCEEDINGS

1. The Plaintiff requests this Court issue an immediate stay of the proceedings in this case due to the criminal acts of the Defendants. One of more of the named Defendants have conspired in a felony criminal conspiracy to obstruct justice in this case (which was an investigation of their original conspiracy to deprive civil rights).

2. Several newly identified co-conspirators must be added to this case as Defendants along with additional civil and criminal charges. On Sunday, November 20th, the United States Department of Justice Civil Rights Division was notified of the offenses, and the Plaintiff has now formally requested their intervention in this case.

3. The Defendants have conspired by making false court statements in an attempt to unlawfully evict the Plaintiff from his residence and disrupt this case. They knew Plaintiff is a disabled veteran, and conspired to make him homeless and to destroy his family in retribution for filing this case. The required evidence is in the attached filing made in Alabama District Court

Case # 50-DV-2002-69 in order to stop the unlawful eviction and to transfer the case to more appropriate legal venue where both civil and criminal charges can be pursued to the maximum extent of the law in both state and federal court systems.

APPOINTMENT OF COUNSEL

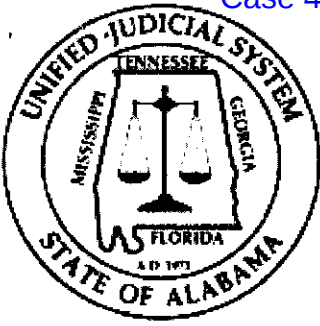
4. Therefore, the Plaintiff in the interests in achieving justice, is respectfully asking the Court to reconsider once again the previously denied requests for court-appointed counsel for this case. He will need assistance preparing and turning over the collected evidence to the Huntsville, Alabama office of the Federal Bureau of Investigation Public Corruption Division and other appropriate authorities, as well as drafting the appropriate filings for sanctions, extensive discovery, holding depositions, and other complicated legal actions in order to protect the integrity of the criminal investigations.

Respectfully submitted this 21st day of November, 2022.



Gary Wayne Wright II
Plaintiff, Pro Se
103 Mayberry Lane
Arab, AL 35016
Telephone: (256) 640-7749
Email: Gary@Gary-Wright.com
Dated:

11/21/2022



AlaFile E-Notice

50-DV-2022-000069.00

Judge: MITCHELL S. FLOYD

To: GARY WAYNE WRIGHT II
Gary@Gary-Wright.com

COURTESY NOTICE

IN THE DISTRICT COURT OF MARSHALL COUNTY, ALABAMA

GARY WAYNE WRIGHT II ~V~ DEMPSEY T ISOM ET AL
50-DV-2022-000069.00

The following matter was FILED on 11/21/2022 10:32:27 AM

MOTION FOR CHANGE OF VENUE/TRANSFER

[Filer: PRO SE]

Notice Date: 11/21/2022 10:32:27 AM

This copy is being provided as a courtesy copy only. Providing this copy is not required by law and is not intended to constitute service.

ANGIE JOHNSON
CIRCUIT COURT CLERK
MARSHALL COUNTY, ALABAMA
424 BLOUNT AVENUE
SUITE 201
GUNTERSVILLE, AL, 35976

256-571-7785
angie.johnson@alacourt.gov

STATE OF ALABAMA Unified Judicial System Revised 3/5/08 <input checked="" type="checkbox"/> District Court <input type="checkbox"/> Circuit Court	Case No. 50-DV-2002-000069.00
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Style of case: Gary Wayne Wright II v. Dempsey T. Isom et al	CIVIL MOTION COVER SHEET Name of Filing Party: Gary Wayne Wright II
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Name, Address, and Telephone No. of Attorney or Party (if Not Represented). Gary Wayne Wright II, pro se plaintiff 103 Mayberry Lane, Arab, AL 35016 (256) 640-7749 Attorney Bar No.: N/A	<input type="checkbox"/> Oral Arguments Requested
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TYPE OF MOTION

Motions Requiring Fee	Motions Not Requiring Fee
<input type="checkbox"/> Default Judgment (\$50.00) Joinder in Other Party's Dispositive Motion (i.e. Summary Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00) <input type="checkbox"/> Judgment on the Pleadings (\$50.00) <input type="checkbox"/> Motion to Dismiss, or in the Alternative Summary Judgment(\$50.00) Renewed Dispositive Motion(Summary Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00) <input type="checkbox"/> Summary Judgment pursuant to Rule 56(\$50.00) <input type="checkbox"/> Motion to Intervene (\$297.00) <input type="checkbox"/> Other _____ pursuant to Rule _____ (\$50.00) *Motion fees are enumerated in §12-19-71(a). Fees pursuant to Local Act are not included. Please contact the Clerk of the Court regarding applicable local fees. <input type="checkbox"/> Local Court Costs \$ _____	<input type="checkbox"/> Add Party <input type="checkbox"/> Amend <input checked="" type="checkbox"/> Change of Venue/Transfer <input type="checkbox"/> Compel <input type="checkbox"/> Consolidation <input type="checkbox"/> Continue <input type="checkbox"/> Deposition <input type="checkbox"/> Designate a Mediator <input type="checkbox"/> Judgment as a Matter of Law (during Trial) <input type="checkbox"/> Disburse Funds <input type="checkbox"/> Extension of Time <input type="checkbox"/> In Limine <input type="checkbox"/> Joinder <input type="checkbox"/> More Definite Statement <input type="checkbox"/> Motion to Dismiss pursuant to Rule 12(b) <input type="checkbox"/> New Trial <input type="checkbox"/> Objection of Exemptions Claimed <input type="checkbox"/> Pendente Lite <input type="checkbox"/> Plaintiff's Motion to Dismiss <input type="checkbox"/> Preliminary Injunction <input type="checkbox"/> Protective Order <input type="checkbox"/> Quash <input type="checkbox"/> Release from Stay of Execution <input type="checkbox"/> Sanctions <input type="checkbox"/> Sever <input type="checkbox"/> Special Practice in Alabama <input type="checkbox"/> Stay <input type="checkbox"/> Strike <input type="checkbox"/> Supplement to Pending Motion <input type="checkbox"/> Vacate or Modify <input type="checkbox"/> Withdraw <input type="checkbox"/> Other _____ pursuant to Rule _____ (Subject to Filing Fee)

FILED

NOV 21 2022

CIRCUIT DISTRICT COURT
MARSHALL COUNTY, ALABAMA

Hearing Date:

Check here if you have filed or are filing contemporaneously with this motion an Affidavit of Substantial Hardship or if you are filing on behalf of an agency or department of the State, county, or municipal government. (Pursuant to §6-5-1 Code of Alabama (1975), governmental entities are exempt from prepayment of filing fees) <input checked="" type="checkbox"/>	Date: November 21st, 2022	Signature of Attorney or Party:
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*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.

**Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.

IN THE TWENTY-SEVENTH DISTRICT COURT
FOR THE STATE OF ALABAMA
MARSHALL COUNTY

FILED
NOV 21 2022
CIRCUIT DISTRICT COURT
MARSHALL COUNTY, ALABAMA

GARY WAYNE WRIGHT II)
)
Plaintiff / Counterclaim Defendant)
)
v.)
)
DEMPSEY T. ISOM, et al.)
)
Defendants / Counterclaim Plaintiff)

Civil Case: 50-DV-2022-69

Breach of Contract and
Personal Injury

PLAINTIFF'S MOTION TO TRANSFER VENUE

COMES NOW the Plaintiff, Gary Wayne Wright II ("Wright") proceeding as a pro se plaintiff and in forma pauperis against the Defendants, Dempsey T. Isom ("Isom"), his companies (D.T. Isom Enterprises, LLC; All Star Holdings, LLC; RTI Properties, Inc.; Grassy Holdings, LLC), their employees, agents, and successors, and in support therefore states as follows:

OBSTRUCTION OF JUSTICE

1. Through immediate abuse of this Court in their very first filings in this case, the Defendants and their counsel Clint Ledon Maze ("Defendant Maze") have committed criminal Obstruction of Justice by both *knowingly* and *unlawfully interfering* in an ongoing federal civil rights case 4:22-CV-615-RDP that is currently assigned to the Honorable R. David Proctor. This Court should not participate in facilitating their efforts!

2. Plaintiff has notified via email on October 18th, 2022 the attorney representing Defendant Maze in the current federal case, and is in the process of scheduling a conference with them to discuss filing of an Amended Complaint in federal court to add **Dempsey Isom, Jackie**

Hunt, and their companies in the federal civil rights case as Count #5 co-conspirators, and how they want to explain and proceed with yet another delay of the Rule 26(f) Conference in the federal case. Plaintiff had filed an unopposed motion for a 90 day extension because of his injuries from Defendant's negligence, but on October 7th, 2022 he was granted only a 60 day extension. Defendants have now succeeding in delaying *both* cases through their obstruction as described in this filing, which is why the maximum in civil and criminal penalties and damages are fully justified. Both civil and criminal charges will be pursued to the maximum extent the law and the courts will allow, but the damages now far exceed the jurisdictional limits of this Court. A transfer of venue is now appropriate for this case.

3. On Sunday, November 20th, 2022 the Plaintiff notified the United States Department of Justice Civil Rights Division of the obstruction of justice situation in order to initiate the criminal complaint process.

4. Plaintiff is proceeding in forma pauperis as a pro se plaintiff in a civil rights federal case that was filed in May of 2022. Defendant Maze is being sued in both his personal and official capacity as the Marshall County Alabama Commission Attorney for a conspiracy to violate Plaintiff's civil rights under 42 U.S.C. § 1985(3) among other counts.

5. The Plaintiff will now provide the sufficient facts along with the evidence for the necessary elements required for Obstruction of Justice charges below:

6. The first overt act of obstruction by the Isom Defendants was to refuse to provide Plaintiff with the contact information for their insurance and attorney when Plaintiff requested it after his fall down his front steps on September 5th, 2022 that resulted in a head injury and potentially Traumatic Brain Injury (TBI). The Plaintiff's mental health therapist has referred him

to a neurologist for further evaluation, but because of this unlawful eviction attempt has had to postpone many of his medical appointments resulting in further irreparable harm.

7. The Plaintiff was already negotiating offers on a new home and now has a closing date scheduled for December, which means he will most likely be vacated before the eviction matter even goes to trial. But when trying to comply with the order to vacate by October 31st the Plaintiff fell while carrying boxes on October 30th and suffered another severe head injury resulting in severe facial contusions, a laceration to the forehead, and temporary loss of consciousness.

8. The second overt act of obstruction by the Isom Defendants was by refusing to accept a legal notice via USPS Certified Mail that would have mitigated the damages for all parties. The tracking number¹ was provided in the Complaint, and Plaintiff has in his possession the returned and unopened envelope that he would prefer to open only in front of a judge in order to prove the contents of the envelope have been unaltered, and that so the letter can be authenticated as an original.

9. Let's now examine the text messages between the parties, after which this entire case will make much more sense and can be quickly resolved. Because of the Plaintiff's nerve damage it's difficult to grasp objects, and his cellphone is one of his most frequently dropped items. Plaintiff uses the encrypted Signal messaging application to protect his security and sources as an activist, but the messages are not set to auto-delete. Unfortunately, the encrypted messages require the hardware they were encrypted with in order to ever decrypt them again. The Plaintiff is still in the possession of the old phone used to communicate with Defendants prior to the messages now being introduced into the record, but he is incapable of recovering those messages without great expense and forensic effort. Defendants should be able to provide

¹USPS Tracking #70210950000175365872

all previous text message exchanges from their own accounts if necessary. However, the Plaintiff's current cell phone is able to decrypt and display the following text messages which should be sufficient evidence for this matter, and can be examined by this Court in their original format or via screenshots:

10. The conversation on June 30th, 2021 was between Plaintiff and Defendants, but notice the inclusion of Dempsey's mother **Jackie Hunt** by Dempsey Isom which is why Grassy Holdings, LLC is a proper Defendant to this case. Her inclusion in this conversation and future messages makes Jackie Hunt a new Defendant in this case, as well as obstruction co-conspirators along with Dempsey Isom in the federal cases (current and future). Defendant Maze will/would need to be added as a Defendant and co-conspirator to this case instead of appearing as any alleged counsel.

9:30 AM **Dempsey Isom**: *"Hello, I have added you to a group message with my mother, Jackie Hunt, and myself. The intent of this chain is for all lease renewals and repair maintenance requests you may have in the future.*

In the month of September every year we will be signing new leases that run from signing date to 9/30 of the following year. Now is also the time to make any repair requests for your property so I can review them while there later this month.

So first off I want to say the your rent for 10/1/2021-12/31/2021 will be your rent \$600 like it is now. Beginning 1/1/2022-9/30/2022 your rent will be \$650. And to schedule a date and time to sign. We will be signing in your apartment on this day and it will serve as our first inspection going forward. These inspections will take place every three months and I will replace your air filters while there.

I will be wearing a mask while in your home to help keep us all safe in these times.

Please choose from the following dates. 9/20, 9/21, 9/22. Any of these times the appointment will be between 730 AM and 1230 PM."

11:08 AM **Gary Wright II**: *"As per my message to you on May 4th, I intend to move out as quickly as possible, so I can't agree to these terms especially under the current living conditions! I can't give you an exact move out date yet because I am at the mercy of the embassy in Manila which is under lockdown because of pandemic. I expect my CR1 petition to be approved by*

December, so my goal is to move in six to nine months I still want all of the six items completed that I sent to you on May 4th, but I want to stay month to month and no increase.”

11. The next conversation was on Tuesday, September 27th, 2022:

10:52 AM **Dempsey Isom**: *“It is apparent that you have become dissatisfied with your apartment. Our position is, it is not in anyones [sic] best interest to continue this month-to-month rental agreement. If you would like to try to reach terms for your move-out, please reach out to me or Jackie in the next 48 hours. We would like this to be as amicable as possible. Thank you.”*

10:56 AM **Gary Wright II**: *“Dissatisfied??? I’ve been waiting on you to fix basic things for years like the dishwasher and plumbing. I can’t even walk down the steps safely! So yeah I am looking to get out of this shit hole as quickly as possible!”*

11:00 AM **Dempsey Isom**: *“We’ve had scheduling issues with you and constant miscommunication with you. A fresh start would be in everyones [sic] best interest.”*

11:32 AM **Gary Wright II**: *“You know the current real estate market situation², but I hope to be gone as soon as I can close on a house. I will give you plenty of notice. But if you try to evict or push me out I will own your entire estate after I file a personal injury lawsuit for all my falls on these steps. I hope you use miscommunication and scheduling as your defense! I’m already stressed out and not in the mood for any bullshit right now. There is no excuse for the unsafe conditions of this place [photo of front steps³]”*

12. Early the next morning, with no prior notice Plaintiff hears the sounds of his front steps suddenly being dismantled by Defendants. The Plaintiff needed to get to appointments that day, but he couldn’t leave out the front door due to their sudden demolition of the front steps, and to this date the Plaintiff still can’t go out the back door because of the unsafe condition of the stairs in the back of the apartment⁴.

13. On Thursday, September 28th, 2022 the Plaintiff sent the following message which is now critical evidence to both cases:

4:28 PM **Gary Wright II**: *“They replaced the steps today (thank you) but the slime is caused by the clogged gutter overhead so the problem is only temporarily solved. Anyway, I’ve been actively house hunting for months, but the market is just now coming back down to reality. We’ve*

²Dempsey Isom is a real estate agent with Pass Realty, LLC

³A photo of the front steps was included in the Complaint

⁴A photo of the back stairs was included in the Complaint

*made it through immigration which took over a year, and now waiting on embassy appointment for our visas. **Right now I wouldn't want to sign more than a 90 day or 6 month commitment unless there is a codicil to allow me out of it with proper notice. I'm in the middle of a huge civil rights trial and need to keep this address in Marshall County until the trial is over to keep my legal standing in the current federal court. That's why I'm so stressed out. I'm sure you are aware this the LGBTQIA community is literally fighting for our lives right now. I have a lot on my plate as if house hunting wasn't stressful enough!*** [the bold emphasis was added for the purposes of this filing]

14. This text message contains numerous key elements to prove this case, but notice the warning of how a disruption in Plaintiff's address could disrupt the federal case. Defendants were clearly and unequivocally warned of the irreparable damage that would result in an eviction attempt. The Plaintiff's spouse is at the end of the immigration process, so the unexpected and unplanned change of address will cause much more paperwork with United States Citizen and Immigration Service (USCIS), the United States State Department, and all of the government entities involved in the Philippines (such as the Manila embassy). Postal mail between the two countries takes months to arrive, and some postal items (such as drivers license, green card, etc.) can not be forwarded by a Change of Address. The Plaintiff is also the President and Chief Executive Officer of a Limited Liability Company, and the sudden eviction attempt has created ripple effects throughout his business. A successful eviction would completely disrupt the company which has end of year filings to prepare. The Plaintiff has been a disabled veteran since before moving into the property, and the Defendants are aware that any extra expenses while on the fixed income would be devastating to the Plaintiff's family. It is clear their intention was to make the Plaintiff homeless!

15. The next day, the Plaintiff went to Marshall County Courthouse in Guntersville, Alabama to use the county law library and to the public library to do legal research for his federal civil rights case. When he arrived back home, the first Notice to Quit is posted to his

front door with bright blue painter's tape. Plaintiff removes the notice and brings it inside, and then soon thereafter leaves the home again for another appointment. When he arrives back home again, there is a second Notice to Quit posted to the door with blue painter's tape. But by the time the second notice was removed from the door, the Plaintiff's neighbors had arrived home and noticed it and so Plaintiff had to embarrassingly explain to Defendants other tenants what was happening.

16. The Plaintiff's previous traumas of being left homeless by the Veterans Administration on multiple occasions were then re-triggered unnecessarily, knowingly, and maliciously by Defendants through their actions. Plaintiff's panic attacks immediately increased in frequency, duration, and severity. His medical problems and Post-Traumatic Stress Disorder (PTSD) complications have since increased exponentially resulting in the VA increasing Plaintiff's service-connected disability PTSD rating from 30 to 50%.

17. On Thursday, September 29th, 2022 the Plaintiff sent Dempsey Isom a request for his attorney contact information and insurance information:

8:24 PM **Gary Wright II**: *"I need the contact info for your attorney and your insurance. I'm filing a lawsuit!"*

18. Since no response from Dempsey Isom was received, on September 30th, 2022 the Plaintiff sent the following text message to Jackie Hunt to stop automatic payments via ACH until Plaintiff could send a letter to Defendants via USPS Certified Mail. Plaintiff again asks for the contact information for their attorney and for their insurance information:

6:48 AM **Gary Wright II**: *"Dempsey didn't herd [sic] my warnings so I'm filing a lawsuit against you for all of my injuries. Since the USA had to pay the bills the delay in filing is while we decide whether to sue jointly or separately. I need the contact info for your attorney and insurance. It did not need to end like this, but you forced me. DO NOT process the upcoming electronic payment because your last payment will be by check."*

19. With Defendants still not sending their attorney contact information to Plaintiffs after two requests, on Saturday, October 1st, 2021 the Plaintiff sent the following message to Jackie Hunt in an effort to explain:

9:39 AM **Gary Wright II**: *"I need to have a long conversation with your attorney by 5PM Monday. Here's why: 1) I'm filing a six-figure [sic] lawsuit against you next week. 2) Tell your attorney that I am "able to pierce the veil" of your LLC and he will explain to you how screwed you ate [sic] on his own time. 3) ex parte communications is forbidden and I typically do my own cases after 30+ years in federal court without needing an attorney. 4) Marshall County including the sheriff are my defendants in a civil rights case, and for court ordered ex parte reasons, even the sheriff can't communicate with me without going through very expensive attorneys. I tried to warn Dempsey but obviously he still doesn't grasp the costs of eviction. You knew I was already looking for a place, but you want to go the legal route. So your attorney and I need to plan how this new litigation doesn't interfere in my other cases and bring this to a swift end! You should only communicate with me from now on through your legal counsel. See you in Court!"*

20. With refusal by Defendants to accept a letter by certified mail, another message was sent at 8:42 AM on Friday, October 7th, 2022 to Jackie Hunt for Defendants to have the necessary information that was in the certified letter they had refused to accept. Per the lease agreement Section 7, the balance owed by the Defendants at that time for utilities was \$6,2844.44, which exceeded the jurisdictional limit of small claims court. In yet another failed attempt to mitigate the damages of all parties involved, the text message from the Plaintiff closed with: *"To prevent ANOTHER lawsuit against you in district court, can you have me a check for the current balance by Tuesday?"*

21. With still no response from Defendants, as promised by the Plaintiff a lawsuit was then prepared and filed with this Court as quickly as possible.

DEFENDANT'S ALLEGED DEFENSES

22. In the Answer by the Defendant, thirteen affirmative defenses are listed. Defense 6, 7, and 9 are duplicates. Some defenses given by Defendants don't apply to this case, some

were already addressed by evidence in the Complaint, and any remaining potentially viable defenses are easily overcome by the evidence.

23. The Defendants claims against Plaintiff are obviously false, which the evidence provided in this filing and study of the Complaint will immediately prove. But their claims also don't make any logical or chronological sense, which even in the absence of any evidence would make them lack any credulity by any competent jurist.

24. The Plaintiff at first he couldn't make sense of such a nonsensical and sloppy response *until* he got to the bottom and saw the signature of Defendant Maze as the alleged counsel for the Defendants. Based on his experience with Defendant Maze in the past, the Plaintiff would never confuse Defendant Maze with being a competent attorney and he was already a target of Plaintiff's public corruption investigation of Marshall County. Once Plaintiff realized Defendant Maze had any involvement in this case whatsoever, it made the facts and criminal parameters of both cases crystal clear!

25. If the Plaintiff had ever actually been in any "willful breach" of the lease contract as is now being alleged, there should have been a notice given to cure the breach. There was no notice of any breach of the lease from the Defendants. As shown above in the text conversations, for many months the Defendants were pressuring the Plaintiff to sign a new lease.

26. The Plaintiff had already given notice to Defendants of his intentions to move and was already in the process of moving out, and the evidence shows the eviction process only started *after* Plaintiff complained of the unaddressed safety issues and inhabitability of the property. That act of retaliation alone would halt any potential claim of unlawful detainer or eviction proceeding, but Plaintiff has never asked Defendants to stay any longer than required

from him to safely vacate the premises with the help of his spouse who is currently still stuck overseas waiting on an embassy appointment for their visa.

27. As was stated in the Complaint, if any parties are found to be improper they will be dismissed by the Plaintiff. Due to the already clear evidence of co-mingling of funds by the Defendants and other numerous actions, all of their corporate veils will be easily pierced at trial. The named parties are appropriate Defendants in this case, and now so are/would be Defendant Maze and Jackie Hunt. The reason Plaintiff named these specific Defendants by preemptively piercing all of their corporate veils in the initial Complaint rather than waiting post-judgment was to prevent their movement of assets to shield from creditors. The evidence shows the currently named parties are all just alter-egos of an individual and are not actually organized or operated as corporate entities.

28. There is now probable cause and sufficient evidence to support extensive legal discovery in for forensic accounting and other evidentiary purposes, as well as a plethora of potential criminal charges which the Plaintiff will draft and refer to the Huntsville office of the Federal Bureau of Investigation (FBI) Public Corruption Division and any other appropriate local, state, and federal authorities.

EVICITION / UNLAWFUL DETAINER

29. As was explained in the letter that the Defendants refused to accept via certified mail (resulting in a second charge of obstruction of justice), the Plaintiff does not intend to deny Defendants any rent that would be due to them, and he was already in the process of vacating the property. This is as a Breach of Lease Contract and Personal Injury claim as was filed against the Defendants, and not an unlawful detainer case, which further proves these attempts at eviction are an unlawful retaliation as well as overt actions in furtherance of a conspiracy.

30. The Plaintiff has been a long-term resident of the property since it was constructed, and the Defendants repeatedly failed to comply with the previous lease obligations, much less maintain the implied warranty of habitability through their long-term gross negligence. As was shown above in the text conversations, after the expiration of the 2019 lease agreement the Plaintiff refused to sign another lease or pay increased rent until basic repairs were made. Defendants failed to make five out of the six requested repairs, so Plaintiff notified Defendants he was actively searching for new home.

31. Both the Plaintiff's residential rent and storage unit rent (both paid through a Defendant's co-mingled account) was current at the time the eviction process was started. Section 7 of the 2019 Lease Agreement (as submitted with the Complaint) makes the Defendants responsible for a year-end 2022 balance of approximately \$7,000. Minus the rent owed to them for both residential and storage unit costs until year-end 2022, their debt before any interest and damages is in excess of \$5,000. Because the Plaintiff owed the Defendants nothing at the time they started the process of eviction, this is further evidence that this eviction was purely retaliatory in nature and was not for any just cause.

32. This completely unnecessary and clearly retaliatory eviction response by the Defendants also made no sense until Plaintiff learned of Defendant Maze's involvement. As previously stated and by the evidence above and to follow, Defendants carried out a conspiracy to obstruct justice in this case and to obstruct the federal civil rights case.

DEFAMATION CLAIM

33. The Plaintiff is uncertain which online comments the Defendants are referring to, but the ultimate defense to any claim of libel or defamation is the absolute truth. The initial evidence presented in the Complaint would already be enough to dismiss this false claim of

defamation, but the Plaintiff in this filing and at trial will submit overwhelming and unquestionable evidence through video, photographs, and witness statements to support the fact the Defendants are indeed “Slumlords” by the very definition of the word: *slumlord* – a landlord who receives unusually large profits from substandard, poorly maintained properties.⁵

34. The Plaintiff has *always* accurately referred to the Isoms as slumlords, but does not recall ever directly calling the Defendants slumlords by name online as alleged in this ridiculous counterclaim. After their obvious retaliation, Plaintiff does recall posting something on social media along the lines of expressing my sincere disappointment of how Dempsey Isom had turned out to be a “piece of shit” just like his deceased father Roger Isom. They will all now hopefully become quite famous slumlords, and Defendant Maze was already parodied in the movie being produced about the Plaintiff’s life as a civil rights activist. The Plaintiff will give the same response for any claims arising from all future statements about Defendants for libel or defamation. The Plaintiff did not start this war.

35. The record shows Plaintiff has never has and will never have any hesitation in speaking truth to power regardless of the medium of communication, and he is planning to do so under oath in this case based on his own knowledge and experiences with these Defendants. Being slumlords and causing their residents serious injuries were the factual basis for filing the Complaint against the Defendants in the first place. It is also why the damages being sought are in no way excessive, especially in light of their gross negligence and retaliatory conduct. Not speaking out about slumlords in a public forum would actually be a disservice to the public because, as in this case, they are known for creating issues of safety and financially taking advantage of their residents. The apartments on both sides of Plaintiff has disabled residents who

⁵<https://www.merriam-webster.com/dictionary/slumlord>

have also fallen and suffered severe physical injuries. It's time for Defendants to either get out, or be put out of the property management business!

36. The Plaintiff has a reputation as a truth-teller, and would never intentionally defame someone by spreading false information. Using the term slumlord to describe the Defendants is accurate, not defamatory, and is wholly applicable when there is ample evidence to support that assertion. The Plaintiff also does not a large enough social network (especially local followers) to do any damage to the Defendant's reputation, so this defamation claim is clearly ridiculous and is further proof of egregious retaliatory conduct.

37. Although the defamation counterclaim is obviously frivolous, instead of asking for it's dismissal by this Court by the Plaintiff, it must now be fully litigated because it is this *knowingly false claim* filed by Defendants and Defendant Maze that just kicked the door wide open for legal discovery for this case, as well as the federal case, by inadvertently proving a criminal conspiracy in *both* cases with their filings with this Court.

38. Defendant Maze should know that anyone referring to the Isoms as slumlords is telling the truth and that will be proven in this filing. He should know this from his own personal knowledge and experiences.

39. Defendant Maze beyond any doubt knew that the counterclaim for defamation was false when it was made by the Defendants against the Plaintiff, and when he conspired with them for the filings for this Court. That fact will be now proven in this filing and further established through legal discovery.

40. As mentioned in the Complaint, the Plaintiff recognized inferior construction methods before he had even parked the U-Haul in the driveway to move into the brand new

quadraplex constructed on Mayberry Lane. The construction of this building, and many others in the area were by RTI Properties and the now deceased Roger Isom.

41. Because of RTI's violations in many other homes they constructed⁶ the Alabama Department of Environmental Management (ADEM) fined Defendants a total of \$39,000 in fines but their attorney, none other than Defendant Maze, negotiated a settlement for their numerous fines and violations of only \$26,000 for the construction violation of their subdivision on Eddy Scant City Road. ADEM assessed two penalties of \$15,000 each for operating without National Pollutant Discharge Elimination System (NPDES) coverage and sediment release into the nearby creeks, and two penalties of \$4,500 were assessed for failure to procure NPDES coverage and failure to response to the notice of violation. Maze and the Defendants have knowingly and intentionally told a lie to this Court as part of a conspiracy to obstruct justice and the proper relief must be now sought against all of them and any other co-conspirators.

42. The quadraplex at issue in this case was built with the same substandard construction methods, and one only has to look behind the property to see the environmental impact still obvious over a decade later. Plaintiff has photos and video of the litter and debris still scattered around the property and the refuse illegally dumped in the swamp behind the apartment. A wooden pallet has been there so long, it is decaying. The piles of unsightly refuse and construction debris is even clearly visible from the windows of the apartments during winter months when the vegetation isn't there to hide it. Another sign of a slumlord is lack of property maintenance, and that was already proven in the Complaint.

43. Defendants apparently had not coordinated the construction of the Plaintiff's building on Mayberry Lane with the property authorities, either. The easiest example to prove is

⁶https://www.thealabtribune.com/news/adem-fines-isom-26-000-for-violations/article_acb000e9-7edf-59b4-a43b-1d4133b8daf1.html

Defendants had initially assigned their own street addresses to the four apartments they built without referencing the 911 numbering system. The original lease was signed for a property at 99B Mayberry Lane which did not exist. When the Plaintiff moved, he submitted a Change of Address with USPS to a nonexistent address which caused all of his postal mail routed to an undeliverable address. The stress and inconvenience caused by this was incalculable, and had any of the residents had an emergency during this time, the authorities would have had no idea where they were actually located. The authorities [assumably] made Defendants renumber the apartments per the national 911 address standards, and the address became 103 Mayberry Lane. The incompetence of the Defendants is truly astounding at every level, and if not put out of the property management business someone will eventually die because of their gross negligence.

44. Defendant Maze has clearly facilitated the filing of a *known false statement* with this Court, and the Defendants have still learned no lessons for their previous experiences with the courts which is why the damages being sought are not excessive and the piercing of all of their corporate veils is mandatory. The Plaintiff will file further charges and add as Defendants any and all other co-conspirators yet to be identified in the already existing civil rights case.

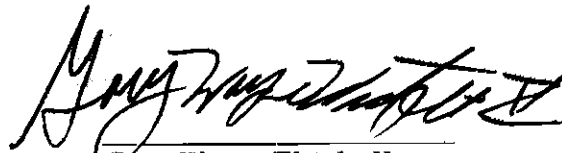
CONCLUSION

WHEREFORE, all premises considered, the only scenario in which this eviction action already under Alabama law makes *any* sense would be for the purposes of obstructing an ongoing federal case. Plaintiff now moves this Court:

- Transfer Venue. Because two new defendants and numerous new charges need to be added and the Plaintiff was already at the maximum jurisdictional limit of this court in the original Complaint, it is now most appropriate for this case to be moved to higher legal venues.

- Make appropriate criminal referrals for state and federal obstruction of justice and conspiracy to obstruct justice charges against all Defendants, as well as **Clint Maze** and **Jackie Hunt**. That case would need a prosecutor and judge from outside the Marshall County area since there are local government entities and their employees involved.
- Hold Defendants responsible for all filing fees, court costs, and all other expenses associated with this case.

Respectfully submitted this 21st day of January, 2023.



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Dated:

11/21/2022