UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

COURTNEY AJNA EL *aka* COURTNEY SIMONE COFIELD,	)	**CASE NO. 1:22 CV 868**
Plaintiff,	)	**JUDGE DAN AARON POLSTER**
vs.	)	
RYAN ALEXANDER FREEMAN, *et al.*,	)	**MEMORANDUM OF OPINION AND ORDER**
Defendants.	)	

Pro se Plaintiff Courtney Ajna El *aka* Courtney Simone Cofield filed this action against attorney Ryan Alexander Freeman and the law firm of Baker, Donelson, Bearman, Caldwell & Berkowitz. In the Complaint (Doc. # 1), Plaintiff indicates Freeman successfully represented Ally Financial, Inc., Jorge Santiago and Wanda Love in an action Plaintiff filed against them in the United States District Court for the Eastern District of Tennessee under the Fair Debt Collection Practices Act ("FDCPA"), the Truth in Lending Act ("TILA"), the Fair Credit Reporting Act ("FCRA") and the Equal Credit Opportunity Act ("ECOA"). The Eastern District of Tennessee granted the Defendants' Motion to Dismiss and dismissed that case with prejudice on March 15, 2022. Plaintiff now brings this action against Freeman and his law firm claiming that by representing Ally Financial, Santiago and Love, they too violated the FDCPA, TILA, ECOA, and various federal criminal statutes. For the reasons stated below, this action is dismissed, with prejudice, as barred by *res judicata*.

Plaintiff filed an Application to Proceed *In Forma Pauperis* (Doc No. 2). The Court grants her Application.

I. BACKGROUND

Plaintiff purchased a vehicle from Dave Gill Chevrolet in Columbus, Ohio under a retail installment contract. The retail installment contract stated that the seller may assign the contract, and indicated at the bottom that the seller was in fact assigning the contract to Ally Financial. That assignment was signed by a representative of Dave Gill Chevrolet. Plaintiff defaulted on her payments under the contract and Ally Financial took steps to collect the debt, including attempting to repossess the vehicle.

Plaintiff brought a lawsuit against Ally Financial and Ally Financial employees Wanda Love and Jorge Santiago in the United States District Court for the Eastern District of Tennessee. *See Ajna El v. Ally Financial*, No. 4:21 CV 19 (E.D. Tenn. Mar. 15, 2022). She alleged that she rescinded the contract and was therefore no longer under an obligation to make payments. She further alleged that the Defendants engaged in actions which violated the FDCPA, the TILA, the FCRA, and the ECOA. The Eastern District of Tennessee granted the Defendants' Motion to Dismiss, finding that neither the Defendants nor their attorney Mr. Freeman met the statutory definition of a debt collector under the FDCPA. The Court found that the TILA did not apply to Plaintiff's retail installment contract, and she failed to demonstrate that the Defendants reported incorrect information in violation of the FCRA. Finally, the Court found that the Dave Gill Chevrolet had extended credit to her and her claim under the ECOA was without merit. Plaintiff requested an extension of time to file an appeal. The Eastern District of Tennessee granted one extension but denied her second request on May

16, 2022.

Plaintiff then filed this action in the Northern District of Ohio on May 25, 2022 against Freeman and his law firm. She again asserts that the Defendants, as attorneys for Ally Financial, acted as debt collectors in violation of the FDCPA. She further alleges that the violated the ECOA by failing to validate the debt to her satisfaction, and by refusing to acknowledge or abide by her attempt at recision under the TILA. She indicates she sent her own invoices to the Defendants for $ 56,000.00, $ 87,000.00, and $ 12,074,738.79 and demanded payment. She does not specify why she believes the Defendants owe her this money but alleges they did not pay the amounts she demanded. Finally, she asserts that the Defendants violated several federal criminal statutes, including wire fraud, and making false statements. She seeks unspecified damages.

II. STANDARD OF REVIEW

Although *pro se* pleadings are liberally construed, *Boag v. MacDougall*, 454 U.S. 364, 365 (1982) (per curiam); *Haines v. Kerner*, 404 U.S. 519, 520 (1972), the Court is required to dismiss an *in forma pauperis* action under 28 U.S.C. §1915(e) if it fails to state a claim upon which relief can be granted, or if it lacks an arguable basis in law or fact. *Neitzke v. Williams*, 490 U.S. 319 (1989); *Lawler v. Marshall*, 898 F.2d 1196 (6th Cir. 1990); *Sistrunk v. City of Strongsville*, 99 F.3d 194, 197 (6th Cir. 1996). A claim lacks an arguable basis in law or fact when it is premised on an indisputably meritless legal theory or when the factual contentions are clearly baseless. *Neitzke*, 490 U.S. at 327.

A cause of action fails to state a claim upon which relief may be granted when it lacks "plausibility in the Complaint." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 564 (2007). A

pleading must contain a "short and plain statement of the claim showing that the pleader is entitled to relief." *Ashcroft v. Iqbal*, 556 U.S. 662, 677-78 (2009). The factual allegations in the pleading must be sufficient to raise the right to relief above the speculative level on the assumption that all the allegations in the Complaint are true. *Bell Atl. Corp.*, 550 U.S. at 555. The Plaintiff is not required to include detailed factual allegations, but must provide more than "an unadorned, the-Defendant-unlawfully-harmed-me accusation." *Iqbal*, 556 U.S. at 678. A pleading that offers legal conclusions or a simple recitation of the elements of a cause of action will not meet this pleading standard. *Id.* In reviewing a Complaint, the Court must construe the pleading in the light most favorable to the Plaintiff. *Bibbo v. Dean Witter Reynolds, Inc*., 151 F.3d 559, 561 (6th Cir.1998)

III. ANALYSIS

This case is barred by *res judicata*. The term "*res judicata*" literally means "a matter [already] judged. The doctrine of *res judicata* bars duplicative litigation based on the same event or events. *Montana v. United States*, 440 U.S. 147, 153 (1979); *Parklane Hosiery Co., Inc. v. Shore*, 439 U.S. 322, 326 (1979). When one court has already resolved the merits of a case, another court will not revisit them. *Id.* The doctrine of *res judicata* therefore precludes a party from bringing a subsequent lawsuit on the same claim or from raising a new defense to defeat the prior judgment. *Gargallo v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 918 F.2d 658, 660 (6th Cir. 1990). It bars relitigation of every issue actually brought before the Court and every issue or defense that should have been raised in the previous action. *Id.*

Here, the United States District Court for the Eastern District of Tennessee already determined that Freeman and his law firm did not meet the statutory definition of a "debt

collector" under the FDCPA. They determined that Plaintiff had no right of recision under the TILA, that reporting of her default did not constitute providing false information to a credit bureau under the FCRA, and Plaintiff was not denied credit under the ECOA. *Res judicata* bars relitigation of those issues and claims in this action.

Finally, Plaintiff's attempt at asserting causes of action against the Defendants under criminal statutes is without merit. These criminal statutes do not offer a private right of action in a civil case.

IV. CONCLUSION

Accordingly, this action is **DISMISSED** with prejudice pursuant to 28 U.S.C. § 1915(e). The Court certifies, pursuant to 28 U.S.C. § 1915(a)(3), that an appeal from this decision could not be taken in good faith.[1]

IT IS SO ORDERED.

s/Dan Aaron Polster August 12, 2022
DAN AARON POLSTER
UNITED STATES DISTRICT JUDGE

---

[1] 28 U.S.C. § 1915(a)(3) provides:

> An appeal may not be taken *in forma pauperis* if the trial court certifies that it is not taken in good faith.