

David Schied – BENEFICIARY / RELATOR
P.O. Box 321
Spearfish, South Dakota
(all calls recorded)
605-580-5121

5/5/2021

Attn: Clerk of the Court – Matthew Thelen
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH DAKOTA
400 S. Phillips Ave.
Sioux Falls, SD 57104
Matt.Thelen@sdd.uscourts.gov

RE: Return of legal materials with repaired bindings, using YOUR prepaid postage stamp for \$14.00; Billing statement for administrative services rendered; DEMAND FOR FILING

Clerk of the Court Matthew Thelen:

I am writing today after having received your unsigned letter dated May 3, 2021 with two sentences as shown below:

United States District Court
District of South Dakota
Office of the Clerk

Central Division
225 South Pierre Street,
Room 405
Pierre, SD 57501

Southern Division
400 South Phillips,
Room 128
Sioux Falls, SD 57104

Western Division
515 Ninth Street,
Room 302
Rapid City, SD 57701

Matthew W. Thelen
Clerk of Court

Telephone
(605) 330-6600

May 3, 2021

David Schied
P.O. Box 321
Spearfish, SD 57783

Re: Returned Documents

Dear Mr. Schied:



We are enclosing postage in the amount of \$14.00 so that you may return your documents. Any request to waive a rule or filing requirement such as a hard signature should be made by motion.

Office of the Clerk

As shown above, your letter enclosed included a \$14.00 prepaid USPS postage sticker so that I may return the documents that were slated for filing NO LATER THAN the first day that they arrived at your office on 4/22/21 for date stamping; and with date-stamped cover pages of all documents listed on my PROOF OF SERVICE returned back to me WITHOUT my having to provide a Self-Addressed Stamped Envelope ("SASE") on 4/22/21, as stated by your *agent* of "OFFICE OF THE CLERK" for you as its *principal*.

NOTE that accompanying this brief cover letter to the resending of these previously submitted documents meant for filing on 4/22/21 – which YOU had returned back to me through another of your agents, Tammy Ludeman, with stolen and/or damage bindings, which are now repaired – are the following additional items, which I have been compelled to forward to you also within this package for the following stated reasons as explained further below.

You should note that because I have only two thumbs and a single “*pinky*” finger on my two hands and had initially needed to recruit the assistance of a third party in order to squeeze all of my documents into my initial package sent to you on 4/21/21, I was not able to – nor cared to at the time – even attempt to withdraw anything from YOUR wrongfully returned entirety of my **4/22/21 filing package**. Instead, after taking out only YOUR AGENT Ludeman’s *fraudulent* cover letter, I spent my time first attempting to telephone you (and getting Agent Ludeman instead) and then writing the eighteen (18) page response letter that is accompanying this instant second (much shorter) “*cover*” letter.

Thus, I did not do anything further with the original package that Ludeman had sent back to me via FEDERAL EXPRESS last week, until Monday when YOU, Matthew Thelen, and YOUR AGENTS were constructing and mailing out the above-referenced unsigned letter to me along with the \$14.00 pre-paid postage sticker. On Monday, I managed to get the FEDERAL EXPRESS envelope off the documents returned to me by Ludeman, inspected the contents and proceeded to take a great deal of time to affix my “*hard*” AUTOGRAPH to all of the very same documents that I had previously LEGALLY SIGNED using the “/s/” standard referenced in my 18-page first cover letter (enclosed).

Therefore, the only *change* that I have made to any of my ORIGINAL FILINGS is by adding said numerous “*hard*” AUTOGRAPHS, which took me considerable time despite my locating a green broad-tipped marker, being the only handwriting utensil large enough to reasonably hold while I attempted to use my entire arm from the shoulder to scribble my name on the very same pages that I had previously affixed my LEGAL SIGNATURE, but without interfering with the legibility and the VALIDITY of my “*ORIGINAL SIGNATURES*” as having already been submitted to YOU on 4/22/21 before YOU maliciously violated my CIVIL RIGHTS by *fraudulently* denying my documents referencing “*Rule 11(a)*”. (The fraud is explained in my 18-page “*first cover letter*”).

It was my intent to only send the eighteen (18) page correspondence to YOU, Matthew Thelen, by email on Tuesday (yesterday) if I had found nothing waiting for me at the post office from Agent Ludeman, since I had given her three days to act responsibly in the aftermath of our phone conversation late last week. As it turned out, she indeed acted within that allocated time to pay for the return of my ORIGINAL FILINGS; **however, I have found it necessary to send those eighteen (18) pages anyway (as enclosed herein) so to properly address the second sentence written by YOU in the letter above** (on the first page herein) referencing my need to “*motion*” this court for a “*waiver*” of something unmentioned, and in some unreferenced fashion.

As my 18-page “Cover Letter #1” (enclosed herein) shows, in my RECORDED direct phone conversation with AGENT Tammy Ledeman late last week, I adamantly expressed my disagreement with having to do anything further in attempting to reach the assigned JUDGE for this case with **multiple MOTIONS and appropriate FORMS** (which I had already provided in my first mailing to YOU) meant to allow me the following, in order, according to the documents listed formally on my then accompanying PROOF OF SERVICE:

- 1) Filing “*forma pauperis*”, as a totally and permanently disabled indigent, without having to pay costs and fees; (**My MOTION was accompanied by the appropriate Court “FORM”**)

- 2) Filing as an “E-FILER” to access the electronic filing system that all other filers who are STATE BAR “*private club*” members as *peers* of “attorney” Tammy Ledeman; **My MOTION was accompanied by the appropriate Court “FORM”** so to enable me to be recognized by what appears to be YOUR COURT (not mine **as it was constitutionally designed to be under ARTICLE III**) as legitimately “*signing*” my documents using the same “/s/” device that YOUR Agent Ludeman and all of her attorneys friends use in what appears to be an “*exclusive*” MONOPOLY on the sovereign People’s Courts. This renders any other “*waiver*” request referenced by YOUR letter dated 5/3/21 redundant and therefore, “*moot*”.
- 3) **Filing docs to serve most of the named “CO-TRUSTEES” in this case through their “Principals”** at the STATE and UNITED STATES levels through the “(STATE) ATTORNEY GENERAL” (who must be served anyway at the STATE level), the U.S. ATTORNEY (who must be served anyway when suing the UNITED STATES) and the U.S. ATTORNEY GENERAL (who, again, must be served anyway when suing the UNITED STATES) **as sufficient to be “service” on their respective “Agents” of the STATE and the UNITED STATES** (again, due to my indigent status).
- 4) Having “*service of process*” performed according to standard, by way of the U.S. MARSHALS SERVICE – **by which all appropriate accompanying FORMS were appropriately completed, one for each of the named COUNTERCLAIMANTS / TRUSTEES with proper addresses for ease of service on both Principals and Agents.**

As all of the above renders any need for filing yet another “MOTION” for “*waiving hard signatures*” as both *redundant* and *moot* – that is, **unless the underlying basis for YOUR second sentence of your 5/3/21 letter was for no other reason than to abuse YOUR discretion and exercise UNAUTHORIZED POWER against both the “spirit” and the “letter” of laws governing the RIGHTS of persons with disabilities to “REASONABLE ACCOMMODATIONS” by YOU and YOUR AGENTS.**

As YOUR abuse of power appears most evident, I have decided to go ahead and send my original “18-page Cover Letter” along with this one, in hopes that it will **MOVE** you to take a second step in changing away from YOUR previous abusive direction of DENYING me as a **QUAD-AMPUTEE**, MY RIGHT to otherwise ACCESS this ARTICLE III COURT OF RECORD for honorable purposes of bringing my case.

Further, upon inspecting my ORIGINAL documents yesterday as sent back to me on Monday by YOU, “Clerk of the Court” Matthew Thelen, I found evidence that – in spite of Agent Lederman admitting ON A RECORDED LINE that she had not seen any of the **documents I had sent for 4/22/21 FILING** – these documents had been rummaged through and likely mechanically scanned into a computer or database by YOUR “OFFICE OF THE CLERK” while in your initial possession.

By this instant (2nd) cover letter then, I am therefore reporting binding materials that I had furnished were not only removed, but altogether STOLEN. To be exact, one (1) binder clip was missing; three (3) paperclips were missing; five (5) rubber-bands were missing; and two staples were missing. Further, pages 1-132 of my ORIGINAL COMPLAINT were bound as situated *right-side-up* in the stack of pages, while everything after page 131 was stacked upside-down. Again, **this showed evidence that my documents were scanned for some unknown reason before then being sent back to me without “due process” and while unconstitutionally DENYING ME ACCESS to this Court, in spite of my clearly documenting as FACT – on the face of all of my inclusive MOTIONS and PROOF OF SERVICE – that I was medically certified as a totally and permanently disabled quad-amputee – a person in obvious need for**

“reasonable accommodations”, which you had DENIED in violation of both the spirit and letter of Civil Rights laws.

Hence, rather than to “waive” anything of “rules” or “laws”, I have demanded of Lederman and YOU that you instead simply HONOR the laws. In fact, this is another reason why I am including the 18-page First Cover Letter – because I reasonably asked Tammy Lederman to become self-educated on what specific “civil rights” law(s) govern her in her position as *Agent* for YOU as *Principal* as Clerk of the Court, being compatible to the AMERICANS WITH DISABILITIES ACT governing CORPORATIONS (including STATE agents and principals engaged in COMMERCE), and **YOUR response letter provided no address whatsoever to my reasoned request ON A RECORDED LINE.**

Thus, in sum, in response to YOUR ABUSE OF POWER in attempting to make it “hard” for me as a disabled person to get access to MY (sovereign) “Peoples’ Court” by demanding again what I had already provided in a “legal signature”, you are getting in return my COMMON LAW “AUTOGRAPH” instead. If you do not like that and wish to escalate this matter further, I will be doing the same on my end in publicly reporting these continued unreasonable abuses.

In the meantime, I am billing YOU and the “OFFICE OF THE CLERK” for my time and materials in rectifying the theft of my properties originally provided to YOU in my first mailed submission, to include administratively remedying the disheveled “filings” that YOU *vandalized*, adding new replacement bindings for those YOU have stolen, accounting for all of the pages of my ORIGINAL FILINGS (as previously shown to a third-party “witness” prior to my original mailing on 4/21/21), repackaging all of these filings for yet a SECOND mailing back to YOU, and paying a third party “transportation driver” twenty dollars (\$20.00) to get me to the post office and back to my home.

See the following ACCOUNTING LEDGER as now, herein, being invoiced and billed to YOU as “CLERK OF THE COURT”:

COST IN TIME-----Reviewing package sent; autographing documents; repairing original package

Four (4) hours at \$260/hr.

MATERIALS-----replacement rubber-bands, paperclips, staples

\$1.00

TRANSPORTATION COST-----Paying a third party for travel to post office to re-mail the original package

\$20.00

TOTAL NOW DUE: \$1061.00 (Please pay immediately)

Please also note that as YOU and YOUR AGENTS claim not to provide legal advice, I do not perform administrative tasks for the government; and if forced to do so by government misfeasance, malfeasance, gross negligence, or whatever (as in this case) – as if I am subject to “involuntary servitude” in violation of the THIRTEENTH AMENDMENT – my fees are as shown on the next page below.

David Schied © ("CREDITOR")
PRIVATE PUBLIC PROXY
P.O. BOX 321
SPEARFISH, SD 57783

FEE SCHEDULE AND INTEREST COMPOUNDED (QUARTERLY)

(updated 11/1/19 to begin in effect immediately and included in
the next billing cycle for 2021) ***

<u>QUASI-GOVERNMENT AGENTS AND/OR CORPORATE LICENSEES OF ANY STATE OR THE "UNITED STATES"</u> <u>AND/OR EMPLOYEES OR OTHER SUBCONTRACTORS OF ANY GOVERNMENT DEPARTMENT, BUREAU, DIVISION, SECTION, UNIT, AGENCY, OR OFFICE</u>	<u>REF. ACCNT Nos. / AGENCY CLAIMS</u> - Referencing Court cases (whether assigned a number or not) Any others (known or unknown)	<u>DAMAGE ASSESSMENTS, PUBLIC PROSECUTIONS COSTS *</u> <u>FAILURE TO RESPOND / CONTINUED DEFAULT REFUSAL TO PAY ON DEBT COLLECTION</u> NOTICES ** ***	<u>PER VIOLATION</u> \$ 2,000,000 \$ 2, 000,000 (each billed agency) COMPOUNDED QUARTERLY INTEREST AT THE LOW RATE OF 5 %
• CLERK OF THE COURT	<u>Any claim of Debt</u>		

* This cost is evenly distributed amongst the Consortium of All Listed "Quasi-Government Agents" and "Corporate Licensees." Participating in the Common Objectives of Damaging the Man of David Schied © in Any Way Whatsoever, Including "In Commerce"

** This fee is a punitive amount added for the continued Common Law "tort" violations in damaged personal credit and persisting fraud upon the public for which future litigation may be necessary.

*** Additionally, "Golden Opportunities" may be magnanimously offered in good faith in effort to "settle" the "accounts" on an individual bases at the discretion of David Schied © as "CREDITOR"

NOTE that no charge has been assessed for this instant second cover letter. **This is** however, **an attempt to collect upon a debt and all information obtained will be used** to proceed under the Customary (Common) Law and in compliance with the FAIR DEBT COLLECTION PRACTICES ACT ("FDCPA") **for that specific purpose.**

Finally, Matthew Thelan, I have carefully evaluated whether or not your "OFFICE OF THE CLERK" can or is willing to cite any "reasonable accommodations" or Civil Rights laws on par with the application of the AMERICANS WITH DISABILITIES ACT that you see as applicable in this instant situation and case. I found on the RECORDED 39-minute conversation with your agent Tammy Ludeman that she did not, would not, and could not; so tasked her that by our next correspondence she be able to reference any law ("civil rights" law or any other law) applicable to the employees of the "federal" court compelling the honoring of the Rights of disabled sovereign Americans such as myself. Your recent letter (dated 5/3/21) as shown at the beginning of this letter, makes amply clear that your "OFFICE OF THE CLERK" sees itself as being ABOVE the law in such instances since no such honorable evidence was provided by YOU in follow-up to that task.

Therefore, I DEMAND THE IMMEDIATE FILING OF MY ENCLOSED DOCUMENTS – BACK-DATED TO THE ORIGINAL DATE THESE DOCUMENTS WERE PROVEN TO BE RECEIVED ON 4/22/21. I also DEMAND that your office fulfill its promise as delivered to me by your agent on 4/19/21, or thereabouts (i.e., see the accompanying "first cover letter" for details) to send back to me date-stamped copies of the cover pages of all of my documents being filed (at no cost to me of sending a SASE for this purpose), given your REFUSAL to allow me to take care of this matter at your office counter in person as I had originally planned.

Respectively,

/s/ David Schied

One of the sovereign People and "Free Persons" recognized by the U.S. CONSTITUTION