

DECLARATION of David Schied (dated 10/15/20)
Invoking the “Common Law” Jurisdiction
and/or the “*Federal*” Jurisdiction in Halting Eviction
via *QUO WARRANTO*, Notice of “*INTENT TO LIEN*”,
Claims of “DISABILITY” and “MEDICAL FRAILTY”, and
“To Prevent Further Spread of COVID-19”

I, David Schied, an American man and a “*quad-amputee*” living within Michigan as one of the sovereign People of the United States of America, herein and hereby declare the following:

1. Since August 1, 2012, I have been an inhabitant of a home located at 46675 W. 12 Mile Road in the CITY OF NOVI, a municipality located in the COUNTY OF OAKLAND, in the STATE OF MICHIGAN.
2. Since November 2017, I have been living in the above-referenced home without any “*Landlord-Tenant*” contract whatsoever. Previously, no written contract for monthly rent had been established since that written in 2014 as a “*month-to-month*”, which expired in August 2015.
3. Any perceived ongoing “*month-to-month*” contract being in existence according to said property “*owner*” or “*owners*”, being **Donald Thorpe** and/or STATE BAR OF MICHIGAN crime syndicate and domestic terrorist network member **Ava Ortner**, are purely *fictitious*, given as FACT that said “*owners*” **nullified and VOIDED any and all contracts with me in November 2017 when supporting DTE ENERGY intervening in any such “expired month-to-month contract”. This occurred right after Thorpe and Ortner were clearly notified that DTE ENERGY was committing TERRORIST ACTS upon the sovereign People inhabiting this property** – forcing me from the above-referenced home for a period of two weeks while unlawfully cutting power and rendering the home unusable without just consideration or compensation to me from the said homeowner(s) or anybody else.
4. For the record, these TERRORIST ACTS were related to widespread documented illegal tactics of disconnecting home power to force home dwellers to contract with DTE ENERGY for the replacement of rotary or digital meter reading devices affixed to the side of homes, and the installment of one or more computerized “AMI Meters” that research shows can be fire hazards and increase the monthly costs of operating these “*pulsating*” devices.
5. For the record, from the time of my move in on 2012, an agreement was solidified right away for the replacement in September 2012 of two older “*rotary*” meters on the home – one measuring power to the house fixtures and the other measuring power to the water pump and water filtering system coming from the well in the ground. The agreements were in accordance with the August 2012 “*Rental Agreement*” that “*no changes*” to the home be made by me without permission of the then “*landlord*” Donald Thorpe; and that I assume *reasonable* risk and liability for any water pipes freezing or for any fire hazard *created by me* while inhabiting the property.
6. In November 2017, **Thorpe and Ortner** did approve and support the criminal extortionist tactics used by DTE ENERGY personnel when, during a period of below-freezing temperatures, DTE ENERGY personnel disconnected power to the home – without prior notice and despite my always paying electric bills in full and on time each month. Then, after my being ***coerced*** into allowing DTE ENERGY into the back yard – under duress and orders of Thorpe and Ortner – DTE ENERGY agents deliberately cut the electric lines at the home after installing two AMI “*Smart*” Meters, despite these meters being known fire hazards to home. **This malicious act of “cutting of the power lines” was a criminally retaliatory act; and/or otherwise done for some other unknown but criminally oppressive or criminally motivated reason.** In the midst of their supporting this tortuous and criminal behavior, **neither Thorpe and Ortner**

nor DTE ENERGY sought to pay just compensation or consideration for the two weeks of time the home was “*uninhabitable*”, without winter heat, and without running water.



As found at: <https://www.youtube.com/watch?v=uOnedSeg1Xk>



7. For the record, these TERRORIST ACTS were properly reported by me as CRIMINAL COMPLAINTS filed with the CITY OF NOVI, with the DEPARTMENT OF MICHIGAN ATTORNEY GENERAL (Bill Schuette), with the MICHIGAN PUBLIC SERVICE COMMISSION (MPSC), with the and with the MICHIGAN STATE POLICE (MSP). Like Donald Thorpe and STATE BAR crime syndicate and domestic terrorist network member Ava Ortnr, all three of these “*law enforcement*” agencies of STATE and “*Federal*” governments acted with criminal *gross negligence* and *malfeasance* in their “*affirmative*” responses to my report of being a CRIME VICTIM owed “*reasonable protection against the accused*” as otherwise guaranteed under ARTICLE I, §24 of the MICHIGAN CONSTITUTION.

CRIMINAL COMPLAINT and Ledger of Damages

David Schied
P.O. Box 1378
Novi, Michigan 48377
@yahoo.com

11/13/17

Bill Schuette – Michigan Attorney General
C. Mennen Williams Building, 7th Floor
525 W. Ottawa St.
P.O. Box 30212
Lansing, MI 48909

Michigan State Police
P.O. Box 30634
Lansing, Michigan 48909
517-332-2521

Senator Patrick Colbeck
P.O. Box 30036
Lansing, MI 48909-7536
SenPColbeck@senate.michigan.gov
PCrider@Senate.Michigan.gov – Penny Crider

Michigan Public Service Commission
PO Box 30221
Lansing, MI 48909

NAMED CRIMINAL PERPETRATORS:

AGENTS AND EMPLOYEES OF DETROIT
EDISON COMPANY (“DTE”)

David Molloy, Director of Public Safety
City of Novi Police Department
45125 Ten Mile Road
Novi, Michigan 48375

Dear Local and State Law Enforcement of Michigan, Michigan Senate, and Michigan Public Service Commission,

I am over 60 years old and am writing to you today from a public library because I have been unable to live or function in the home I have been leasing for the past five (5) years, all due to coercion, fraud, and other crimes recently committed against me by the agents and employees of DTE (electric company). I am fully paid up on my DTE billing, and I have a strong reputation of paying all of my bills on time, or early, including the DTE monthly bill. I owe DTE nothing and nothing was in “collections” or under threat of “turnoff” to my knowledge.

Notably, I have evidence that in **December 2013**, my landlord and I came to an agreement with DTE management to allow a rotary meter to be replaced on the home with a “digital” meter that was NOT of the “Smart Meter” variety. This was an agreement that DTE attempted to break when they sent someone to my door in **April 2014** with two meters in their arms demanding to get access to my back yard. I told that person that – per my rental agreement – I had no authority to allow someone to make changes to the exterior or interior of the home, and that just months prior my landlord had agreed with DTE management to having the rotary meter affixed to his home replaced with a “digital” one based on the premise that no Smart Meter would be placed on the home. Since that event in 2014 until last week, nobody from DTE or any place else had

8. In the immediate aftermath of these domestic terrorist activities – and given the lack of action in providing me with proper consideration and remedies by the homeowner(s) or “*law enforcement*” – I began a pursuit of COMMON LAW “*Remedies*” in the months that followed. In late November and December 2017 when I produced a two-hour video documentary chock full of the recorded EVIDENCE of these “*domestic terrorist*” crimes. My pursuit of remedies also extended into the first three months of 2018 while I executed “*Third Party Lawful Process*” – by way of “*Notary Presentments*” and “*NOTICES OF LIABILITY*” upon the DTE ENERGY and STATE-level criminal perpetrators. (See the above-referenced video and the public postings that have remained publicly available as found at the following link:

[https://constitutionalgov.us/sub/Michigan/Cases/David-Schied/2018 DTE%20MICHIGAN/](https://constitutionalgov.us/sub/Michigan/Cases/David-Schied/2018%20DTE%20MICHIGAN/))

STATE OF MICHIGAN) **NOTARY CERTIFICATION OF DISHONOR**
) **AND NON-RESPONSE AND/OR INSUFFICIENT RESPONSE**
COUNTY OF WAYNE)

PRESENTMENT

Be it known, that as a duly empowered Notary Public, in and for the STATE OF MICHIGAN, COUNTY OF WAYNE, a third party and not a party to the matter, at the request of CLAIMANT / CRIME VICTIM David Schied, I, EDWIN VICTOR NASSAR, did present on December 15, 2017 (12/15/17), via Certified Mail of the U.S. Postal Service, the following list of documents:

- 1) 12-page sworn and notarized “Notice of Liability Regarding Trespassing Technology” as completed by David Schied as “Claimant/Libellant” and signed by the same in my presence as a Notary witness. This “Notice of Liability...” (“NOL”) document was a “contract,” being self-executing by “tacit agreement” of silence or other form of “non-response,” in which – as Notary Witness – the amount of \$10,000 per day was the agreed remedy to a contract offer initiated by the “Respondents/Libellees” who I have listed by name below. The amount of \$10,000 began to accrue, for David Schied, on November 7, 2017 (11/7/17) the date that Mr. Schied’s power was shut off, forcing him into such contract to accept TWO “smart meters” as the referenced “Trespassing Technology.” The amount of \$10,000 per day therefore is doubled each day to \$20,000 as the contract agreement was for the \$10,000 to apply toward “any,” being each “one” and any other one. I have confirmed that this document remains publicly posted today on the Internet at:
9. At the beginning of 2018, I began uploading to the Internet, the documented EVIDENCE of my CRIMINAL COMPLAINTS and DEBT COLLECTION activities as a matter of “*public record*”; and as of the date of this instant “*DECLARATION*”, those records remain publicly posted without rebuttal from the named criminal perpetrators and co-conspirators at DTE ENERGY, the STATE OF MICHIGAN, and the FBI.
10. As a direct result of Donald Thorpe and Ava Ortnier intentionally and tortuously conspiring with the DTE ENERGY and other criminals – being those principals and agents of the STATE OF MICHIGAN otherwise operating as “*usurpers*” of the People’s sovereign Powers – **I was left unprotected against “the Accused” domestic terrorists that I had been naming; which resulted in my being taken by surprise attack and attempted murder while exercising my “just cause” Rights to seek both civil and criminal remedies in the Common Law, using standard practices of “notices” and “debt collections” for independently addressing this “chain conspiracy” of domestic terrorist events.**
11. My actions established record of the FACT that I obtained forensic and other EVIDENCE of an “*attempted murder*” against my life, identifying suspects to this conspiracy as being involved with DTE ENERGY, the STATE OF MICHIGAN’s DEPARTMENT OF MANAGEMENT,

TECHNOLOGY AND BUDGET, and the U.S. DEPARTMENT OF JUSTICE's (now known to be thoroughly corrupt) FEDERAL BUREAU OF INVESTIGATIONS ("FBI") in possession of my crime reports and "CLAIMS OF DEBTS" owed to me.

"Why does the evidence show – as verified by a forensic specialist – that the STATE OF MICHIGAN's "DEPARTMENT OF MANAGEMENT AND BUDGET" was "searching" for me on the Internet on 3/19/18, and the very next day the FBI stationed in OAKLAND COUNTY, MICHIGAN was banging on my front door – being just a few days prior to my being "poisoned" by a bloodborne (circulatory) disease; and then a month later the FBI was harassing me in the hospital after my legs and fingers were amputated?"

Watching them watch you ...

On Tuesday, March 20, 2018, 8:55:50 PM EDT,

<vhannevig@hotmail.com> wrote:

Just checked my "statcounter" and saw that the State of Michigan was looking at one of my blog posts about you. Here's the snip. The site they went to was <http://heros-heroin.es.blogspot.com/2012/06/michigan-court-watcher-david-schied.html>.

[Heros and Heroines: David Schied: A Michigan Court Watcher](http://heros-heroin.es.blogspot.com/2012/06/michigan-court-watcher-david-schied.html)

heros-heroin.es.blogspot.com

Visitor Analysis & System Spec

Search Referral: <https://www.bing.com/> (Keywords Unavailable) ⓘ

Host Name:

Browser:

IE 11.0

IP Address: 136.181.195.84 — 

OS/Platform:  Win7/Desktop

Location: Lansing, Michigan, United States

Resolution: 1680x1050

Returning Visits: 0

Javascript: Enabled

Visit Length: Not Applicable




ISP: State Of Michigan, Dmb-cnoc

Navigation Path

Date	Time	WebPage
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19 Mar	16:06:09	https://www.bing.com/ (Keywords Unavailable) ⓘ Heros and Heroines: David Schied: A Michigan Court Watcher
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IP/Domain name tracking information

IPv4 address:	136.181.195.84 Block website visitors IPs with Mobile Tracker
IPv4 expanded:	136.181.195.084
IPv4 decimal:	2293613396
Internet service provider:	<u>State of Michigan, DMB-CNOC</u>
Organization:	State of Michigan, DMB-CNOC
Country name:	 United States
Country ISO alpha-2 code:	US
State:	<u>Michigan</u>
City:	<u>Detroit</u>
DMA code:	505
Timezone:	America/Detroit
Longitude:	-83.1522
Latitude:	42.4257
WHOIS data:	No valid WHOIS data was available at the time of the initial request.
Reverse DNS host:	<u>state.mi.us</u>
Reverse DNS pointer:	<u>cisdetme06.cis.ad.state.mi.us</u>
Operating System:	 Windows 7
Browser:	 Internet Explorer 11
Device Type:	Desktop
User Agent String:	Mozilla/5.0 (Windows NT 6.1; WOW64; Trident/7.0; rv:11.0) like Gecko
Bot/spider:	No
IP record views:	54
This IP pageloads:	21

HARDWARE INTERNET PROTOCOL ADDRESS INFO

This Internet Protocol Address tracking information is digitally constructed for 136.181.195.84. The host has the IP (Internet protocol) 136.181.195.84. This IP (hardware Internet protocol) adheres to valid specifications of an IPv4 IP (a.k.a. Internet protocol), which has a compressed value of 2293613396.

The computer IP address is assigned to a hardware Internet Protocol Address realm of **136.181.195.0 - 136.181.195.255**.

The reverse DNS for the cross-examined host is state.mi.us. A domain pointer is defined as cisdetme06.cis.ad.state.mi.us. A full callback for the researched reverse DNS query was analyzed as cisdetme06.cis.ad.state.mi.us at the time of this request.

ORGANIZATION AND ISP

An organization that acquired 136.181.195.84 is State of Michigan, DMB-CNOC. An Internet Service Provider (also known as ISP) that hosts the hardware to maintain the query identity is State of Michigan, DMB-CNOC.

IP GEOGRAPHIC LOCATION

The data for the tracing info indicates that the connection to this host has an assigned address in Detroit, Michigan, United States. The timezone of the physical address of this host is America/Detroit.

The last user of this device IP address that connected to the website was using a computer system running **Windows 7** with **Internet Explorer 11** browser.

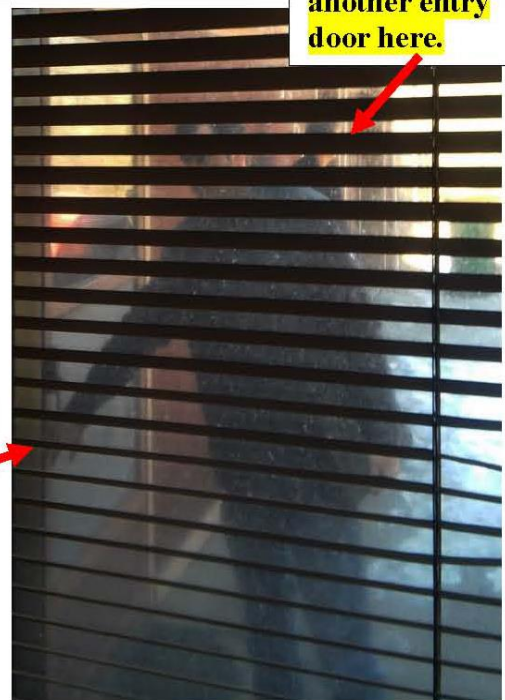


Also, on
March 20, 2018
FBI "*home visit*"
shows:

a) Setup for
surprise attack;

b) Attempted timed
forced entry

Tarrant is the one
at the door. Cole
lays back in wait.



U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Christopher Tarrant
Special Agent
Detroit Field Office

477 Michigan Avenue
Suite 2600
Detroit, Michigan 48226

Telephone: 313-965-6076
Fax: 313-965-1113



U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Christopher Cole
Task Force Officer
Detroit Field Office

477 Michigan Avenue
Detroit, MI 48226

Telephone: 313-965-6327
Fax: 313-965-1113
Email: christopher.cole3@ic.fbi.gov



March 20, 2018
FBI "*home visit*"

Tarrant cased out the
front of the house in
frustration while Cole
checked the side of the
house.

They used the phone
leaving nasty messages
and threats for me to
open the door and let
them come inside my
home.



12. As a matter of record, so far, all of my attempts at “government accountability” and “government transparency” with the STATE and the USDOJ/FBI have been unlawfully thwarted, with my FOIA demands having been either grossly negligently ignored, or responded to with unreasonable fees amounting to millions of dollars in “ransom” in exchange for this information otherwise owned by the sovereign People of the United States of America.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

January 24, 2019

David Schied

Novi, MI 48377

RE: FOIA REQUEST of January 02, 2019, Reference # R011527-010319.

Dear Mr. David Schied:

This notice responds to your January 02, 2019 request for records, received by the Michigan Department of Licensing and Regulatory Affairs (LARA) on January 03, 2019. LARA has processed your request under the provisions of the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231 et seq.

You requested the following:

“1. Order of Dismissal of LARA Benefits Services Division Director, Lisa Gigliotti, in MAHS Docket #18-011186. 2. List of documents, beginning on page 8 of the attached document 3. List of documents, beginning on page 12 of the attached document 4. List of documents, beginning on page 19 of the attached document 5. List of documents, beginning on page 26 of the attached document 6. List of documents on page 28 of the attached document 7. List of documents on page 29 of the attached document 8. List of documents, beginning on page 30 of the attached document 9. List of documents, beginning on page 31 of the attached document 10. List of documents, beginning on page 34 of the attached document 11. List of documents on page 38 of the attached document”

Your request will be granted as to nonexempt records in the Department's possession falling within the scope of your request.

The estimated cost of providing the information is \$1,540,757.80. Please refer to the attached Detailed Itemization Form for a breakdown of the fees. Failure to charge would result in an unreasonably high cost to the Department in this particular instance because the employees must be taken away from pending work to process the request, and expend additional time to complete regularly assigned departmental work.

13. Since late March 2018 when I was rendered partially incapacitated and rushed to a hospital, until now in 2020, I have been in the struggle of and for my life, to survive not only the near death and resulting “limb loss” to all four quadrants of my body; but also struggling to survive the continuing onslaught of criminal “conspiracy to deprive of rights” being carried out by Ava Ortnor and numerous other STATE BAR OF MICHIGAN crime syndicate members operating under the auspices of the MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES (namely “Director” Robert Gordon), the MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (namely “administrative law judge” Kevin Skully and others), and the OFFICE OF THE MICHIGAN GOVERNOR(s) Gretchen Whitmer (and Rick Snyder) and ATTORNEY GENERAL(s) Dana Nessel (and Bill Schuette).

Fraud in Michigan Department of Health & Human Services



NEWS PROVIDED BY

Everett Stern, Tactical Rabbit →

Dec 07, 2018, 16:31 ET

LANSING, Mich., Dec. 7, 2018 /PRNewswire/ -- Everett Stern, the terror-finance whistleblower who uncovered major financial crimes at one of the world's largest banks, today accused the Michigan Department of Health & Human Services of fraud. In a public letter to the incoming Michigan Governor and to a federal Inspector General, Stern alleges that the Michigan Department of Health & Human Services (MDHHS) committed fraudulent acts that have jeopardized the health and safety of Michigan's most vulnerable residents—its elderly, frail and disabled population.

STATE BAR OF MICHIGAN member Kevin Skully criminally robbed me of due process and, as a “judicial officer”, committed “fraud on the court” and “deprivation” of my “Crime Victim’s Rights” under “color of [administrative] law; while falsifying an “official” STATE record.

I was criminally denied “access” to the audio record of that hearing under FOIA despite Skully’s recorded promise to provide it to me upon such request.



14. Also since returning to “home” in August 2018, after the several months of hospital and nursing home stays – and returning back to the referenced property address now in question – **I have persistently demonstrated my intent to live peaceably and openly with my designated “Chore Services Provider”**. This is a woman who, operating independently as her own “head of household”, is one who has been paid (since December 2018) by the STATE OF MICHIGAN to provide me with the standard services typically provided to “totally and permanently disabled” people such as me, under which the letter and spirit of STATE and “Federal” laws permit; while those same laws compel “landlords” to provide suitable “accommodations” to the disabled without additional cost, penalties, or legal liabilities by the disabled “beneficiary” in need of a “live-in” chore services worker.
15. Importantly, **on 1/7/19**, when completing a “**SHELTER VERIFICATION FORM**” issued by the OAKLAND COUNTY DHS SOUTHFIELD DISTRICT office of the MICHIGAN DHHS, **Donald Thorpe** affixed and signed his name in report to the STATE OF MICHIGAN that my “**TOTAL MONTHLY SHELTER OBLIGATION**” was \$500. (See immediately below) Present at the time of that signing, and being fully apprised of the purpose of this STATE document, **STATE BAR attorney Ava Ortnor not only approved this document, but endorsed this signing herself as the purported “legal guardian” of Donald Thorpe**. Notably, prior to this time Thorpe had long been exhibiting moderate signs of dementia and Parkinson’s Disease due to his being a victim of “Agent Orange” poisoning at the “unclean” hands of the UNITED STATES “government” during the WAR IN VIETNAM. (In any future “legal” eviction proceeding this will be likely referred to as “**EXHIBIT #1**”).

OAKLAND CO DHS SOUTHFIELD DISTRICT
25620 W 8 MILE RD
SOUTHFIELD MI 48033

Save time - go online!
Go to www.michigan.gov/mbridges/ to
upload requested proofs and access your case.

STATE OF MICHIGAN
Department of Health and Human Services

DAVID EUGENE SCHIED
46675 W 12 MILE RD
NOVI MI 48377

Case Name: David Schied
Case Number: 113641162
Date: 11/07/2018
MDHHS Office: OAKLAND CO DHS SOUTHFIELD DISTRICT

Page 1 of 2

Specialist / ID: J. Woods / holleywoods
Phone: (248) 262-8455
Fax: (517) 346-9898
Individual ID: 23076631

If you do not understand this, call an MDHHS office in your area.
MDHHS employees are prohibited by law from providing legal advice.
Si usted no entiende esto, llame a una oficina de MDHHS en su área.
La ley prohíbe a los empleados de MDHHS proporcionar asesoría legal.
إذا واجهت صعوبة في فهم هذا الطلب، فاعمل مكتب MDHHS المقرب منك في منطقتك.
يمنع القانون على موظفي MDHHS إعطاء النصيحة القانونية.

OAKLAND CO DHS SOUTHFIELD DISTRICT
PO BOX 8123
ROYAL OAK MI 48068-9895

SHELTER VERIFICATION

Verification Due Date: 11/19/2018
All pages need to be completed and returned.

Your shelter obligation must be verified by the verification due date in the box above. You may give this form to your landlord, mortgage company or land contract holder for completion, or you may provide other proofs, such as:

- Rental or mortgage contracts, a signed and dated statement from your landlord, mortgage company or land contract holder, that includes the name and address of the client, amount paid and period covered.
 - Current copies of your property taxes, homeowner's insurance, assessment, telephone, heat and utility bills.
- Contact our office if you have any questions or need additional forms.

To Be Completed by LANDLORD/MORTGAGE CO./LAND CONTRACT HOLDER about Client's Obligation

Total Monthly Shelter Obligation (Excluding Additional Fees) \$ 500		Is the rent reduced because of Section 5 or subsidized housing, etc? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Address of Shelter Unit 46675 W 12 mile NOVI MI 48377		If yes, how much does the client pay? <input checked="" type="checkbox"/> Renting <input type="checkbox"/> Buying	
Date moved in? (mm/dd/yyyy) 6/01/2012		If buying, client PAYS (NOT escrowed) <input type="checkbox"/> Property Taxes <input type="checkbox"/> Homeowners Insurance <input type="checkbox"/> Special Assessments <input type="checkbox"/> Condo Fees _____ per month <input type="checkbox"/> Other _____	
Type of Shelter Unit: <input type="checkbox"/> Apartment <input checked="" type="checkbox"/> House <input type="checkbox"/> Condo <input type="checkbox"/> Mobile Home <input type="checkbox"/> Lot Rent <input type="checkbox"/> Room <input type="checkbox"/> Room and Board (food is provided by the landlord)		Is the home free of lead paint or certified lead safe? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Check each of the following that are included in rent: <input type="checkbox"/> Electric <input type="checkbox"/> Water/Sewer <input type="checkbox"/> Cooking Fuel <input checked="" type="checkbox"/> Heating/Cooling (including room air conditioner) <input checked="" type="checkbox"/> Trash Removal <input type="checkbox"/> Telephone <input type="checkbox"/> None			

DHS-3688 (Rev. 10-09) Bridges



Case Name David Schied	Case Number 113641162	Specialist J. Woods / holleywoods
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To Be Completed by LANDLORD/MORTGAGE CO./LAND CONTRACT HOLDER about Client's Obligation

Property Owner/Contract Holder/Landlord Name: Don Thorpe Jr. Address: 25229 Sutton Ct	Tax ID# of Property Owner (required for direct payment by DHS) 363-50-3215 MDHHS Provider ID #, if any	Type of ID (Check one) <input checked="" type="checkbox"/> MI ID <input type="checkbox"/> MI Temporary ID <input type="checkbox"/> Federal ID
Mailing Address for Shelter Payment (if different) Name: Address:	Signature of Landlord/Mortgage/Land Contract Holder <i>[Signature]</i>	Title Don Thorpe Jr.
Telephone No. 2485685874	Date 11/7/17	

To Be Completed by AFC/Supported Independent Living Facilities Only:

Is your home a DMH/CMH contract home?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Facility License Number
Does DMH or CMH pay a subsidy on behalf of the client?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Client's monthly shelter responsibility \$		
Client is responsible to pay:	<input type="checkbox"/> Heating <input type="checkbox"/> Cooling (including room air conditioner) <input type="checkbox"/> Electric <input type="checkbox"/> Water/Sewer <input type="checkbox"/> Cooking Fuel <input type="checkbox"/> Trash Removal <input type="checkbox"/> Telephone <input type="checkbox"/> None	
Client's monthly uncovered medical expenses:	\$ _____ per month, or \$ _____ per day.	
Medical services provided for this client:		
Is your home a non-profit home?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Facility License Number
AFC Home/Supported Independent Living Facility Name		
Signature of AFC/Supported Independent Living Facility Representative	Title	Telephone No. Date

"In accordance with Federal law and U.S. Department of Agriculture (USDA) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer."

Department of Human Services (DHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to a DHS office in your area.

AUTHORITY: Federal 7 CFR Food Stamp Act of 1977, Special Security Privacy Act, 454 PA 2004, MCL 445.61 et seq., 1939 PA 280, as amended and MAC 400.7001 - 400.7049

COMPLETION: Required for SER Relocation Services. Optional for other programs.

PENALTY: Decrease or loss of benefits.

DHS-3688 (Rev. 10-09) Bridges

16. Also importantly, as a direct result of my loss of both legs and all but one of my fingers due to amputations, I have been recording all phone calls as a needed “*disability accommodation*” since I cannot write reasonably fast or legibly using a pen or pencil and other writing material. As such, since my return home after the attack on my life, I have documented all of my correspondence with Donald Thorpe, Eva Ortner, and all others involved in the “*aiding and abetting*” in the “*attempted murder*” and subsequent RICO “*conspiracy to coverup*”, inclusive of text messages, recorded phone conversations, and other written communications with DTE ENERGY, with “*principals and agents*” of the “*DEEP*” STATE, and with the “*Federal*” government suspects.
17. Further, all EVIDENCE obtained and stored at my home is lawfully deemed as “*criminal evidence*” that is NOT subject to seizure or confiscation by any private person, STATE BAR OF MICHIGAN crime syndicate member, or any STATE or “*Federal*” agency, without my “*consent*” and “*cooperation*” in sharing this information on my own accord and in my own pre-determined timing, as provided in advance by written notices. This more specifically means that, as such, this private property now in my possession is never to be deemed as “abandoned” as otherwise suggested under the proposed “*contract*” that was deceptively proffered to me by Donald Thorpe on behalf of his wife and his STATE BAR crime syndicate member Ava Ortner on 8/28/20.
18. It is unknown by me for how long STATE BAR crime syndicate and domestic terrorist network member Eva Ortner has been the legal guardian of Donald Thorpe, or when that legal protection and disability classification actually began. What can be proven however, is that Ortner and Thorpe conspired on 8/28/20 to commit criminal FRAUD upon me when Thorpe attempted to coerce me into signing a “NEW LEASE” that he stated was prepared by his wife, STATE BAR member attorney Ortner.
- a) Thorpe had delivered this document on short notice and under “*false pretenses*”, stating that “Donald A. Thorpe, Jr.” was otherwise solely competent enough to engage with me legally in a “*fully informed*” written contract dictating the terms of a proposed legal “*Landlord-Tenant*” agreement that wrongly attempted to invoke the jurisdiction of MICHIGAN COMPILED LAWS (“MCL”).
- b) Ava Ortner’s supposed motivation was to construct such a document with the intent of having it adjudicated by Ava Ortner’s own peer members of the thoroughly corrupted STATE BAR OF MICHIGAN domestic terrorist network; which holds a monopoly over all Three Branches of the sovereign People’s government. [See below for a screen shot of the first page and last (signature) page of that deceptively proposed document crafted by STATE BAR crime syndicate and domestic terrorist network member, Ava Ortner, which was pressured against me to sign by Donald Thorpe as Ortner’s handy and deceptive “*tool*” for tyranny and oppression.]

RESIDENTIAL LEASE

NOTICE: Michigan Law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of disagreement, you may want to seek assistance from a lawyer or other qualified person.

THIS LEASE AGREEMENT is entered on _____ between Donald Thorpe, Jr. (“Landlord”) and David Schied (“Tenant”) for the rental of the premises at 46675 W. Twelve Mile, Novi, Michigan 48374, including the house and fenced-in yard (“Leased Premises”) but excluding the pole barn and real property behind the fenced-in yard as well as the access/drive-way area for entry to the excluded back area (“Back Lot Area”). The Leased Property together with the Back Lot Area are collectively referred to as the “Property.”

- USE.** The Leased Premises shall be used as a residential home occupied by no more than 2 adults, and for no other purpose, without the prior written consent of Landlord. Tenant shall abide by all state and local laws, ordinances and orders from an appropriate governmental entity pertaining to the use and occupancy of the Leased Premises.
- TERM.** The term of the lease shall commence on September 1, 2020, and be on a month-to-month basis except that TERMINATION OF THE LEASE REQUIRES 60 DAYS NOTICE pursuant to paragraph 11, below.
- NOTICE.**
 - TO LANDLORD.** Notices to Landlord required under the Truth and Renting Act or provided for hereunder shall be sent to 25289 Sutton Court, Novi Michigan 48374, or such address later provided to Tenant by Landlord, or in the event that the Property is sold to a third party, an address provided to Tenant by the new owner of the Property.
 - TO TENANT:** Notices to Tenant required by this lease shall be sent to 46675 W. 12 Mile Rd., Novi MI 48374, or such address as subsequently provided by Tenant to Landlord.
- RENT.** Tenant agrees to pay Landlord as rental for the Leased Premises the sum of \$933.00 per month, being due on the 1st of each month mailed or delivered to the Landlord’s address as set forth in paragraph 3.A.
- SECURITY DEPOSIT.** Tenant and Landlord acknowledge and agree that Tenant has previously paid a SECURITY DEPOSIT in the amount of \$933.00 for the faithful performance of Tenant’s obligations under the lease, to be returned to Tenant within 30 of moving out of the Leased Premises. Tenant must inform Landlord of the address to which he wants the Security Deposit sent. In the event the Property is sold to a third-party, the SECURITY DEPOSIT will be transferred to the new owner of the Property as required by law.
- ASSIGNMENT.** Tenant shall not assign, transfer, sub-lease or attempt to mortgage the Leased Premises.
- MAINTENANCE AND REPAIR.** Tenant shall keep the Leased Premises in good repair and condition during the term of the Lease and, at the expiration of the lease, deliver the Leased

Premises to Landlord in same condition as when taken, reasonable wear and tear excepted. Tenant shall be responsible for regular maintenance, including, but not limited to, such things as trash removal, minor plumbing repairs, keeping drains and sewers clear, taking necessary preventive measures to prevent any freezing of plumbing, furnace filter replacement, and cleaning the furnace.

- UTILITIES.** Tenant shall timely pay for all of the utility services at the Leased Premises, except that Landlord shall pay for the lease of the Culligan Water Softener equipment, while Tenant pays for the water softener salt.
- ALTERATIONS.** Tenant shall not make any alteration to the Leased Premises without prior written consent of Landlord.
- AS IS.** Tenant is in possession of the Leased Premises under a previous lease and has occupied the Leased Premises for several years. As a result, Tenant is well aware of the condition of the Leased Premises and with full knowledge thereof accepts the Leased Premises “as-is.”
- VACATING.** The parties understand that this lease is on a month-to-month basis and therefore will continue in effect until one of the parties determines to end it. The party who wishes to end the lease shall give the other party written notice at least 60 days in advance of the requested lease termination date.

Once notice has been given, Tenant must vacate by the date specified and return all keys to the Leased Premises to Landlord with all trash removed, rooms “broom clean,” and all contents and surroundings in the same condition as when possession was taken except for reasonable wearing care.

Tenant shall be responsible for obtaining and paying final electric, gas, cable, or telephone bills for the Leased Premises. Any personal property left in or at the Leased Premises shall be deemed abandoned by Tenant and can be disposed of by the Landlord.
- ACCESS AND INSPECTION.** Tenant agrees that Landlord or Landlord’s authorized agent may enter the premises after giving Tenant reasonable advance notice; however, Landlord may enter the Leased Premises at any time without notice in the event of an emergency. Landlord also has the right to show the Leased Premises to prospective Tenant(s) and to post signs regarding same during the period 30 days prior to the expiration of lease.
- In addition, Tenant understands that Landlord has free and open access to, and use of, the Back Lot Area. Tenant shall not interfere with Landlord’s access or use of the Back Lot Area.

SALE OF PREMISES OR TERMINATION OF LANDLORDS AGENCY. Landlord/owner has the right to sell the Property at any time, post “For Sale” signs on the Property, and show the Property to prospective buyers with reasonable notice to Tenant.

Tenant understands that if Landlord sells or otherwise transfers the Property, this lease will transfer to the new owner of the Property along with Tenant’s security deposit and any other pre-paid rent amounts. Landlord shall be released from all liability for return of those deposits and from all further responsibilities to Tenant under this lease.

14. **FIRE/CAUSALTY DAMAGE.** If the Leased Premises are damaged by fire or other casualty not caused by Tenant, his agents, employs, family or guests, Landlord shall have the option to (i) repair the Leased Premises, and grant Tenant a proportionate rent abatement, or (ii) terminate the lease and prorate rent up to the time of the casualty.
15. **DEFAULT.** Violation of any of the provisions of this lease shall constitute default. In addition, the following shall also be considered default on the part of Tenant:
- performing or allowing to be performed any illegal activity at/or on the premises;
 - failure to allow Landlord to reasonably inspect the premises; and/or
 - interfering with Landlord's access and/or use of the Back Lot Area.

Tenant's default may result in an eviction proceeding and/or money judgment. Landlord may use any and all legal proceedings available in the state of Michigan to effect eviction and collect a money judgement against Tenant.

16. **TRUTH IN RENTING ACT.** Landlord and Tenant specifically agree that the lease shall not, is not intended, nor shall be construed, to violate any of the provisions of the Truth in Renting Act. If, however, any provisions of this lease due in fact reach a result, then such provision shall be null and void, but the other provisions of this lease shall continue to remain in full effect and force.
17. **Radon Gas Disclosure.** As required by law, Landlord makes the following disclosure: "Radon gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons exposed to it over time. Levels of radon gas that exceed state and federal guidelines have been found in buildings. Additional information regarding radon gas and radon testing may be obtained from your county public health unit. Lessor has no knowledge of radon on the Leased Premises.

29. **Lead-Based Paint Disclosure.** Every Tenant renting residential property on which a residential dwelling was constructed prior to 1978 is notified that such property may present exposure to lead from lead-based paint. Landlord has no knowledge, reports or records of lead-based paint and/or lead-based hazards inside or outside of the housing.

Tenant: David Schied

Landlord: Donald A. Thorpe, Jr.

Dated: _____

Dated: _____

This was an orchestrated "setup" by a crooked STATE BAR attorney Ortner in an effort to trick me into contracting with her mentally disabled husband for the right of anybody to force me out of this home within sixty (60) days. It was "by design" to have Donald Thorpe lie to me in misrepresenting as "fact" that I should have assurance of living here for another year or two, but while signing away all of my other "reserved" rights in favor of contracting for only sixty (60) days "Notice to Quit" during a pandemic and while knowing I am "totally and permanently" disabled.

19. Over the following few weeks after I received and began looking over the above-referenced "New Lease" proposal, I constructed seven (7) page "COUNTER-OFFER" addressed to Donald Thorpe detailing some of the many elements of fraudulence that I had found in his document, inclusive of many deliberate "errors and omissions" of the jointly known FACTS about this case. (In any future "legal" eviction proceeding this will be likely referred to as "EXHIBIT #2".)

David Schied
46675 W. 12 Mile Rd.
Novi, Michigan 48377
248-974-7703
(all calls recorded)

8/31/2020 – ending 9/13/20

Mr. Don Thorpe
25289 Sutton Court
NOVI, MICHIGAN 48374
248-

Re: My COUNTER-OFFER to your (undated) "RESIDENTIAL LEASE" offer of 8/28/20 on the home situated at 46675 W. 12 Mile Rd. in the CITY OF NOVI, of the STATE OF MICHIGAN.

Hello Don:

In responding to each element of the "surprise" lease "agreement" that you proposed last Friday, I must say that I was very surprised to have received your phone call just the day before on Thursday 8/27/20 while I was with my next door neighbor, Ed Kottke, in which you simply announced your intention to bring over a "new lease" without any prior discussion or even notice of your intention. It was a surprise because I had thought that we had open and trusted lines of communications these past more than eight (8) years of my occupancy of this home. Up to now, you called me and I called you to informally discuss things, particularly these past six years since we initiated a "month-to-month" contract, and from November 2017 when that longstanding earlier "month-to-month" contract was agreeably broken and voided by DTE ENERGY as the (unwelcomed by me) "intervenor".

You did state as you handed to me your proposed "new lease" that it was your wife, Eva Ortner, who had drafted this three-page document which cited referenced "MICHIGAN law" and suggested in the very first paragraph that I "may want to seek assistance from a lawyer or other qualified person". I only know about your wife as being a STATE BAR OF MICHIGAN club member who was formerly employed at DYKEMA-GOSSETT (a.k.a. "DYKEMA"), which has one of many specialty areas in legal foreclosures and home evictions in DETROIT. Perhaps this is the reason why I found so many relevant "omissions" in the document you as the legal "homeowner" had her prepare.

Defining "Qualified Person"

As you may recall, around Thursday, 9/10/20, you came over to the house to pick up my September payment of \$933, and you brought over another copy of the proposal rental agreement along with a copy of what you stated was our former 2014 rental agreement. While signing in receipt of my check and asking me why I was not yet ready to sign your proposed contract, I stated frankly that in just reading the first paragraph of your wife's legal language, I needed clarification about your/her use of the term "qualified person". In fact, you never answered that question.

Instead of answering me directly, you went on a long discourse about your intent to sell this property to someone else, and to transfer your contract with me to that 3rd party buyer. You also reiterated your earlier assurance to me from 8/28/20 that the zoning requirements and permits from the CITY OF NOVI would keep me in the home through the coming Winter and at least until the Spring 2021, perhaps another year until 2022.

Your reluctance to directly answer my question about defining "qualified person" – as well as your legal wording of this proposed legal contract – had me wondering to what extent that you are personally "qualified" to be even signing such a contract with me. As you and I both know, you have become severely debilitated by the UNITED STATES grossly negligent use of the "Agent Orange" chemical in the WAR OF VIETNAM, and your debilitation involves injured brain functions manifesting as similar to Parkinson's Disease (Bradykinesia, tremor, rigidity, cognitive changes, overwhelmed by having to make choices, etc.). Even on 9/10/20 while still explaining what a great guy the prospective new buyer was and his relationship with your lifelong friend, the real estate broker, you stopped mid-sentence and needed my reminder of what you were talking about to finish explaining that simple thought.

I have recalled that since 2013 there have been subtle signs that your attorney-wife may even have become your legal guardian and that you are no longer in charge of your own legal affairs, in which case your contract would have been typed by Eva Ortner and proffered by you to me by deliberate deception. The fact is that Eva Ortner signed on our 2013 rental agreement, and over the last several years, there have been numerous items of mailing that have arrived at this home listing Eva Ortner as the "occupant" or "homeowner". This particularly bothers me since in November 2017 she was very vocal in forcing me to shoulder the burden of dealing with your joint acquiescence of DTE ENERGY voiding our "month-to-month" agreement; and your refusing to honor my efforts to file criminal charges against the DTE ENERGY managers and agents for turning off power to the home and coercing me into a contract with them for new meters to be affixed to your home despite their being deemed by research to be known fire hazard risks.

Eva Ortner's second paragraph of your proposed "RESIDENTIAL LEASE" included definitions for "Landlord", "Tenant", "Leased Premises", and "Back Lot", relative to ACT 454 of 1978, a.k.a., "TRUTH IN RENTING ACT". What I did not find however in either your proposed contract or in the "MICHIGAN Law" was the definition of "qualified" as used in your wife's reference to STATE BAR "lawyer" or "other person" who is "qualified" to "interpret...a provision of disagreement" as we had already been doing as "sovereign but equal American men" for the last eight (8) years, from the time I moved in to the said home on 12 Mile Rd. where I continue to lawfully inhabit.

So, I wish again to assert my need for you to qualify and define this word "qualified" relative to the FACTS contained herein as both omitted by your written proposal and apparently also in the MICHIGAN Law that you cite. I also wish you to elaborate upon your intended meaning for that word in proper context of your documenting these "facts" with the intent to "transfer" them to others unknown to me, and/or to the PEOPLE OF THE STATE for review and/or adjudicative decision-making in such event there is a "disagreement" of some kind. (This contrasts with our amicably giving proper consideration, honor, and credit to one another as equals these past three years since the "DTE ENERGY domestic terrorist event", with each of us acting like – and being (as both perceived as being) – sovereignly capable of negotiating our own terms without "representation" from the "legalized monopoly" of the STATE BAR

criminal cartel; and each being fully capable of reading and/or interpreting *"the LAW"* (however that is jurisdictionally applied).

You Agreed to VOIDING of any existing "Month-to-Month" Agreement in November 2017

As I documented back in November 2017 – despite that I had paid my bills regularly, on time, and in full each month and always escorted DTE ENERGY personnel through my home for personal access each month to their non-AMI *"digital"* metering equipment which we *"authorized"* together around September 2012 when I first moved into your home under our first contract – **your attorney-wife and you did nothing to compensate me for the nearly two-weeks in which the home was *"unlivable"*, without electricity for heat, cooking, or water pressure; yet you expected me to fully capitulate with DTE ENERGY demands that I simply open your fencing gates and allow that company make *"modifications"* to your home exterior; and without your even sympathizing or empathizing with my position of then being a reported *"crime victim"* of a *"domestic terrorist"* event of un-noticed and unwarranted *"shutoff"* and subsequent *"cutting the lines"* during the onset of Winter freezing temperatures.**

For the reasons stated above, as well as those articulated below, it has long been clear that our previous *"month-to-month"* contract was agreeably *"broken"* by your acquiescence and collaboration with DTE ENERGY in forcing me from the home and making it impossible for me to enforce the terms of any previous agreement related to *"modifications"* of your property and/or the protection of your water pipes, whether inside or outside your house. Knowing that this type of *domestic terrorism* and *crime victimization* was condoned by you, by the NOVI POLICE DEPARTMENT, by the MICHIGAN ATTORNEY GENERAL, and by the FBI as all being the recipients in *"law enforcement"* of my CRIMINAL COMPLAINT back then, I am keenly aware that this could happen again at any time. As such, **I cannot and will not sign any agreement ever again to protect your home or your utility and water pipes as you are now suddenly demanding that I do.**

OTHER CONCERNS

As your *"proposal"* – referencing the *"start date"* as being tomorrow, 9/1/20 (now nearly two weeks ago) – is categorically designed in numbered paragraphs, this *"counter-proposal"* follows the same numbering system to correspond with your varied *"topic"* areas. I, however, am not following your categorical names as my paragraphs include much of the relevant facts that your wife appears to have left out, either intentionally or unknowingly, when drafting your proposal to me with you as the only person listed as the *"qualified"* signer for the so-called *"Lessor"*.

"Controlling" Law and Jurisdiction

Since your wife's first two paragraphs were unnumbered, I am writing below without numbered paragraphs also, accordingly in correlating response. I begin with her citation of the *TRUTH IN RENTING ACT* as written in the form of a disclaimer *"NOTICE"* about *"MICHIGAN LAW"*, which I have found is a direct excerpt from *MCL 554.634* of *ACT 454* of 1978.

I am inclined to believe that the purpose of your STATE BAR member wife writing this paragraph is an attempt to have me readily accept the jurisdiction of this corporate STATE OF MICHIGAN.

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be busy between 9:00-11:00am, that time slot would not be available for me. Nevertheless, despite your telling me that you would come by at 8:30am, you showed up anyway at 9:00am and proceeded later to interrupt my meeting with someone by showing up again at my door around 9:40 looking for a key to the lock on the gate that you had purchased a couple of weeks ago to replace the one I had on the back gate (and for which you already had one of the two master keys).

This event followed your statement to me the day prior, that because I have not been driving this past couple of years and have therefore allowed the STATE registration tags to *"expire"* on my two paid for consumer-products of one car and one pickup, that I *"must do something"* under your perceived threat of being yourself *"fined as the homeowner"* by the CITY OF NOVI under some *"city ordinance"* despite that these to fully-paid consumer products are resting sixty (60) feet away from the road, one being a fully-fledged *"antique"*, and the other being *"insured"* by an insurance policy with a status of being *"in storage"* to save my *"chore services"* worker money on her auto insurance policy (that for some reason is said to charge less to insure two automobiles than to insure just one of them, according to the STATE-INSURANCE racketeering *"cartel"*).

This was not any offer by you to *"help"* me to make either of these consumer products more functionally road worthy, modifiable, or functionally drivable for me as a *"quad-amputee"*. Instead, your assertion was intended to make me feel pressured to *"sign"* your new lease or feel the wrath of your creative *"legal"* pressure using *statutory* bullshit instead of *common* sense and *common* courtesy toward a newly disabled individual who has been faithfully paying you every month for the last eight (8) years – even throughout the *"Coronavirus"* crisis when such payments were not *legally* necessary. Clearly, while I – as a *"totally and permanently"* disabled person – have been looking out for your interests during this current STATE-declared *"state of emergency"*, you have no problem now wielding and abusive *"upper hand"* against me instead of helping me as anyone else might who has had such a long-term relationship with me, disabled or not.

Other Impediments to My Signing Any Other "Contracts"

There are other ways that you and your attorney wife might help me, rather than threaten me too for not signing your proffered contract of *"new lease"*.

As you know, when I moved into this home, I had just the previous Spring completed my Master's degree and begun pursuing a full-time Doctorate educational program. I was working under a *"Promissory Note"* contract of *"federal"* funding which contained a condition for *"discharging"* the *"student loan debt"* predicated upon my either dying or becoming *"totally and permanently disabled"*. Yet, despite the UNITED STATES acknowledging my having fulfilled the terms of that contract by losing both legs and seven fingers due to multiple amputations on all four quadrants of my body, its *"agents and principles"* are acting like DTE ENERGY did in November 2017. Similarly to you, the NOVI POLICE DEPARTMENT, the MICHIGAN ATTORNEY GENERAL, and the FBI in 2017 in arbitrarily and capriciously changing your contracts with me through the domestic terrorist force of *"coercion"*, all abused their *"public trust"* and *"governmental"* authority in nullifying the legal implications of their (and your) contracts with me, despite that I had performed honorably in upholding my *"consented to"* terms in all of those previously numerous *"Promissory Notes"*, utility service and housing rental contract(s), and/or *"Public Trust"* agreements.

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which I do not. It doesn't take a rocket scientist to figure out that her proposing to give me – a totally and permanently disabled man – just four days to consider the unilaterally-constructed document that you presented to me the last couple of days of August (2020), to be *"entered into"* tomorrow (on 9/1/20) was done without prior notice for the same reason (i.e., to get me to rush blindly into accepting STATE jurisdiction over these otherwise *Common Law* and/or *"Federal"* matters).

The fact of the matter is that our previous *"month-to-month"* contract from over six years ago had evolved into a *COMMON LAW "gentleman's agreement"*, most particularly since the day you condoned DTE ENERGY's *"criminal"* acts (which I filed as formal *"CRIMINAL COMPLAINTS"* with the LOCAL, STATE, and FEDERAL law enforcement) in 2017. DTE ENERGY's illegal (i.e., what I referred to factually as *"domestic terrorist"* acts) resulted in the *"addition and/or modification"* to your home by the replacement of two *"digital"* meters with two *"SMART"* or *"AMI"* meters, which are known also to be potential fire hazards. As such, you knowingly and willingly – with the support of *Eva Ortner* as your wife at *"legal counsel"* – accepted both the nullification of the previous *"expired"* written *"month-to-month"* contract we had both amicably negotiated and agreed upon as *"qualified"* sovereign men. You also accepted with that decision all risk of fire which may ever result from or be associated with that foreign DTE ENERGY *"monitoring"* device installed through *"coercion"* against me as one previously fulfilling honoring you and/or your wife's construction of those other previous written contracts of 2012, 2013, and 2014.

For the reasons given both above and below, the superseding jurisdiction is foremost the COMMON LAW. Secondly, given the circumstances of the manmade *"Coronavirus"* (COVID-19) pandemic (or *"pandemic"* by other perceived *"Deep State domestic terrorists"*) – particularly given certain PRESIDENTIAL Declarations of NATIONAL *"Emergency"* circumstances, CONGRESS' recent implementation of the *"CARES ACT"*, and the fact that your *"proposal"* entirely omits any consideration for my recent *"total and permanent"* disabilities (and the fact that certain *"treatment"* of *"persons"* with disabilities are issues of FEDERAL as well as STATE jurisdiction) – **the *"Federal"* jurisdiction supersedes any *"STATE"* jurisdiction that you may wish to initially invoke.**

Your apparent *"omission"* of these important details of our relationship these past three years came to no surprise to me this past weekend in reading your proposal, even despite that your attorney-wife, *Eva Ortner*, is quite aware that I have been arriving each month to your home with my monthly rent check for the past fully two years, with the assistance of a *"driver"* since I clearly have not driven since March 2018 when I lost both legs and seven of my fingers to amputations as a *result of a deadly "sepsis" disease that I contracted suspiciously while establishing "lawful standing" for my unresolved "compensatory claims" and "criminal complaints" against DTE ENERGY and all those that I have identified as criminally "aiding and abetting" in their domestic terrorism.*

Your Pressure to "Sign; or Else..."

I was more recently quite disappointed to see you just late last week (around 9/10/20) call the night before to request to come by my home that next morning at 9:00am to deal with the breaker switch to the pole barn in the back behind your fence. As you recall, I said that coming over would be fine at 8:00-8:30am, or that coming over about 11:00am would be fine; but because I planned to

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While you and I both are aware that you and your attorney-wife pursued a *"credit check"* on me in 2012 – prior to my move into your home – and found my CORPORATE credit rating as impeccable, since the UNITED STATES illegally *"defaulted"* in violation of the student loans Promissory Note(s), its *"agents and principles"* have caused me great harm of ruining my good name and good credit, making it impossible to seek private housing contracts elsewhere. Clearly, until the UNITED STATES changes its CRIMINALLY abusing posturing and simply discharge the *"student loan"* debts it continues to hold against me in violation of its earlier contract(s) with me, then as a *"totally and permanently disabled"* man, I am left with no choices than to stay in place and fight against being COERCED into a *"public housing / nursing home"* institutionalized setting against my free will.

Like what happened in 2017 with the DTE ENERGY matter, your attorney-wife would appear to be otherwise *"qualified"* to assist me as an *"officer of the court"* to help me to deal with the CRIMINAL corruption on display in the violation of my honored *"contract"* with these *"government"* and/or *"quasi-government"* CORPORATIONS involved in this complex *"domestic terrorist"* extortionist network plot to ruin my credit, that includes at least three (3) of the major CREDIT BUREAUS. At this point, I would never expect your attorney-wife to offer such help. I can only expect her (and you) to do nothing but to condone this criminal abuse of authority as you both did in 2017 about the DTE ENERGY criminal event which just preceded the sudden *"poisoning"* of my body, my resulting incapacitation, and the amputation of my limbs in order to save my life. As such, you can expect any efforts to force me into anything from this point to be met with an appropriate force of resistance at the *"common law"* and *"federal"* levels since this *"credit status"* matter involves much more than a simple *"non-existing month-to-month"* rental agreement which you, yourselves, allowed to be violated in 2017 as a predicate to my becoming *"totally and permanently disabled"*.

In a general final word about your proposed *"new lease agreement"*, as it proposes to relegate all of my earthly belongings as *"abandoned"* after 60 days, I herein assert the following as a recent *"quad-amputee"* being jerked over financially by numerous *"agents"* of the STATE and UNITED STATES corporate *"fictions"*:

- My medically necessary prescription medicines are never to be considered as *"abandoned"*;
- My medically prescribed prosthetic devices and peripheral prescriptions of special socks, creams, antibiotic ointments, and bandages are never to be considered as *"abandoned"*;
- My *"Hoveround"* electric wheelchair, my disability *"walker/chair"*, and manual wheelchair are never to be considered *"abandoned"*;
- My shower seat and medically prescribed assortment of soaps, cleansers, and scrubbing devices are never to be considered *"abandoned"*;
- My limited items of furniture for sitting, for sleeping and for carrying out business affairs – such as couch, chairs, bed, desk, and computers/printer are never to be considered *"abandoned"*;
- My closets full of seasonal coats and jackets, and dressers and shelves full of a full wardrobe of clothes are never to be considered *"abandoned"*;
- My consumer products of a 2000 Land Rover and 1989 Jeep Comanche pickup are never to be considered *"abandoned"*;
- My collection of cookware and storage ware in the kitchen are never to be considered *"abandoned"*;

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- My lifetime collection of cherished family photo albums, my lifetime collection of memorabilia, my collection of recommendation letters, resumes, educational transcripts, proof of university degrees, my camera equipment, and recorded mediums of computer DVDs, portable hard drives, VHS cassettes and video transfer, monitors, and editing equipment is never to be considered "abandoned";
- My lifetime collection of mechanical and electric tools is never to be considered "abandoned";
- My own new and unused refrigerator in the garage is never to be considered "abandoned";
- My full-size outside barbeque grill, snowblower, and lawn mower are never to be considered "abandoned";
- My valued collection of framed international wall paintings and drawings are never to be considered "abandoned";
- Any other unlisted valuables, family heirlooms, banking and tax records, are additionally never to be considered "abandoned" either.

Any dishonorable attempts by you or anyone else associated with you, your "qualified person", or your associates and/or agents, to carelessly discard any or all of the above-listed items, will result in CLAIMS against all those privy to knowing that the above claims of property ownership and use have been issued by me as an honorable man with disabilities.

Respectively,

/s/ David Schied

d) I drafted my "answer" and "counter-offer" letter over the following two weeks, in which I observed Ortner bringing Thorpe over to the home and sitting in the driveway – sometimes for an hour or two – while Thorpe scheduled needed home repairs that he had otherwise neglected and let go for several years. Over the course of these more frequented but properly announced visits, I observed Thorpe becoming increasingly agitated toward me when asking me about why I had not signed his proposed "New Lease" yet.

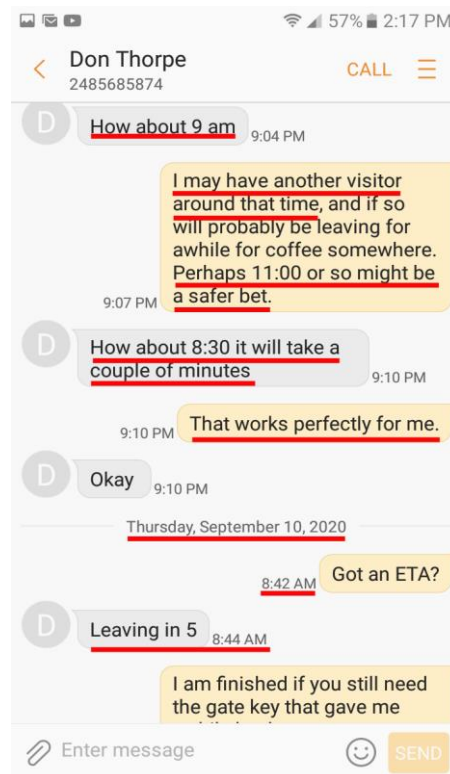
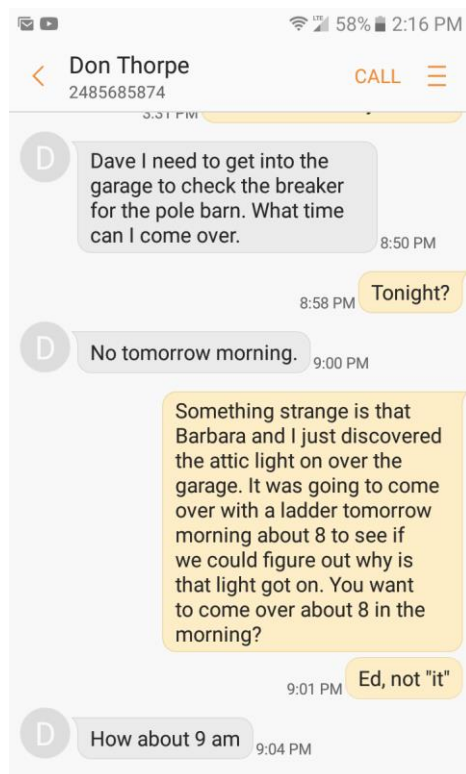
20. On one particular occasion of 9/9/20 while was monitoring the interior of my home with a recording device, Donald Thorpe showed to my home with a second copy of his "New Lease" contract and a copy of a previous lease from 2014-2015, while again requesting that I sign the new lease proposal "as is". At the time, I was still not finished with my own writing of a "Counter-Offer" so I informed Thorpe that I was not yet finished reviewing and considering the implications of his proposal. At that time, I recorded the 13-minute conversation we had in my kitchen in which Thorpe asserted and/or admitted to the following, as a matter of record:

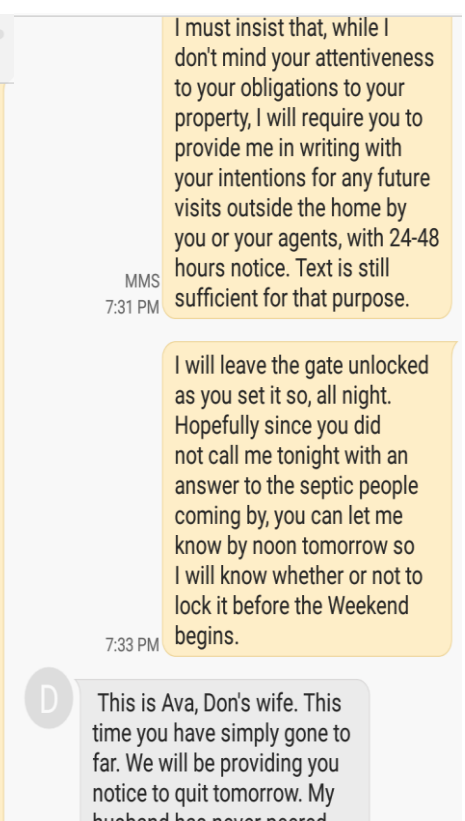
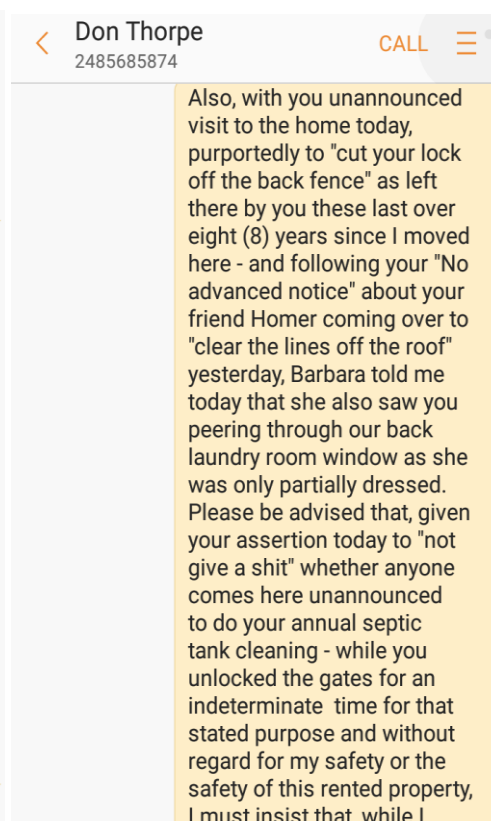
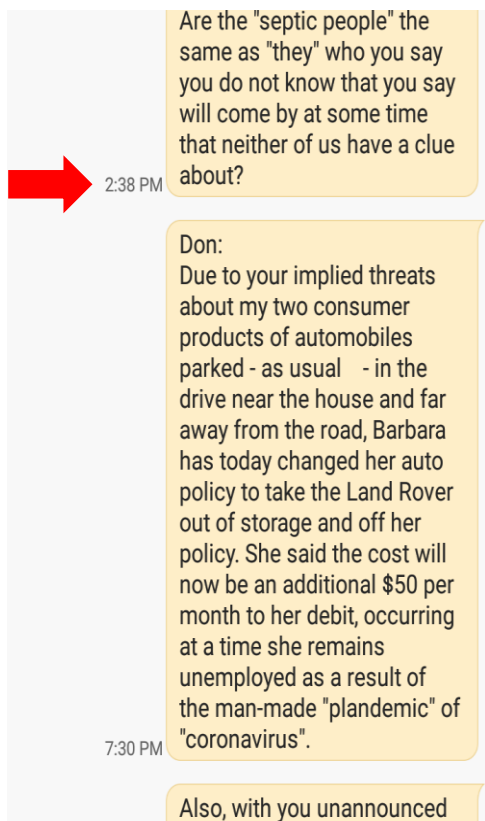
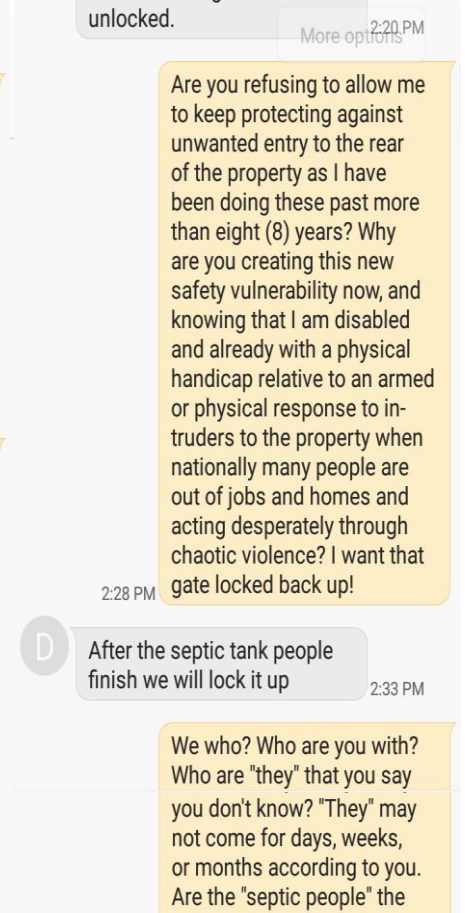
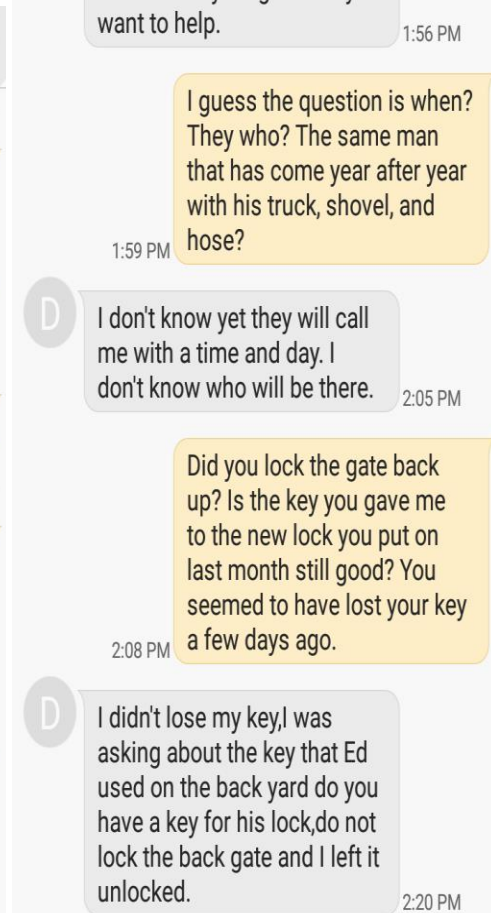
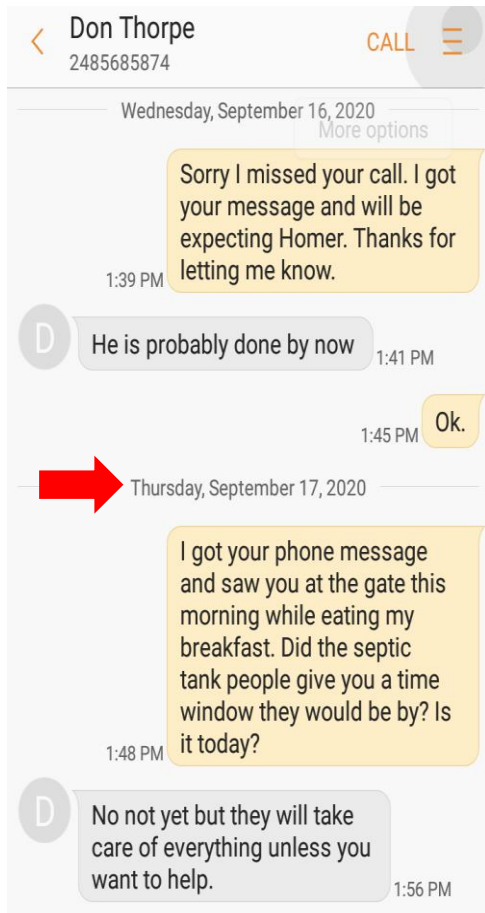
- a) That he was fine with my informing him right away that despite my magnanimously paying him monthly throughout all of the previous months of COVID-19 – and despite the STATE OF MICHIGAN screwing my chore services worker by refusing to provide her with owed "unemployment benefits" – once she got over that battle the STATE OF MICHIGAN had begun destroying my own precarious finances by illegally garnishing money from my monthly banking deposits needed for paying my usual monthly expenses; and thus, I might not be paying him for the month of October as a result.
- b) That for some reason he was only too willing to evade answering my question to him about the first paragraph of said "New Lease", which contained a written "NOTICE" reference "rights and obligations for parties to rental agreements" and recommending such that "[I] seek assistance from a lawyer or 'other qualified person'". When I asked him to explain the verbiage of what "other qualified person" meant to him, he went off on a tangent and evasively never answered that question. This showed me that he was either not cognizant enough himself to have understood the language that his STATE BAR crime syndicate member wife had drafted to entangle me in a "transferrable" contract with a potential future stranger, or that he was once again demonstrating his past propensity of engaging me into contracts which he personally had no intention of fully honoring himself.
- c) That (quoting Thorpe) "If I were to sell this property tomorrow, it would be a year before he [the unnamed new buyer] would break ground, 'cause it takes a year to get by NOVI inspection plans". That when I asked Thorpe specifically if he would mind my including that stipulation into the written contract so to have that assurance also be "transferrable" to any new buyer of the property, Thorpe flatly refused, stating only, "That's an unknown...It's at least a year, if not more", as if it were a "good deal" for me to "consent" for anyone to throw me out of this home anytime during the winter, in my condition of severe physical disability, and at a time in which a statewide and nationwide "pandemic" presented "emergency" level health risks to the elderly and "immune-deficient" people like myself. (This is also an example of the "gross omissions" of Ortner's writing of that contract with the FRAUD and DECEPTION expected in the last two decades of STATE BAR OF MICHIGAN crime syndicate and domestic terrorist network members like Ortner).

- d) That “*the guy who is handling the real estate end*” of the “*New Lease*” who, according to Thorpe “*is very knowledgeable about*” how the CITY OF NOVI handles land contracts in residential and commercial real estate deals, had assured Thorpe that, “*it would be at least a year ‘NOVI’s site plan [because] they would first have to change the zoning, then go for ‘site plan approval’, and it might be kicked back to them...Hell it might be two years before they break ground.*” Thorpe proffered all of this information FRAUDULENTLY as his assurance that I would be enabled to continue living in this home until at least the end of the Spring 2021, a stark contrast with the TRUTH OF ABUSE AND FRAUDULENT INTENT revealed just a very few days later by his Thorp’s wife and legal guardian, Ava Ortner, the crime syndicate member of the STATE BAR domestic terrorist network in corrupt control over the illegitimacy of contract law applications in this crime-ridden and “*lawless*” land otherwise known as the “STATE OF MICHIGAN”.
- e) That “*everything depends upon ‘Ed’ moving out and finding a new house*”. [Ed is my next door neighbor, my friend, and my self-appointed “*transportation driver*”. Ed and his wife have a landlord who apparently is in a similar business relationship as Donald Thorpe with the “*Realtor,*” who also is apparently a good friend of Thorp’s. Prior to the attempt to force me from my home instead, Ed and his wife apparently had volunteered to forgo the remainder of his lease as it stood until next July 2021; but ONLY on the condition that Thorpe, the Ortner and the Realtor NOT DO precisely what they DID DO (as outlined herein in this DECLARATION) in attempting to unlawfully “*evict*” me using the unscrupulous tactics and the unethical hands of STATE BAR CRIME SYNDICATE member Ava Ortner.] **Of course, whatever Thorpe may have actually meant by his statements was never of any significant meaning or consequence since several days later the “truth” was exposed that Thorpe was simply “feeding me full of shit” as a deceptive ploy by Ortner hiding in the shadows of her car parked outside, so to get me to sign a contract intending to support nothing of the FRAUD Thorpe was laying on me in recorded lies this day of 9/9/20.**
- f) At around 12:30 minutes into the audio recording of this discussion while Thorpe was taking credit as such a “*good guy*” for having annually provided the septic cleanup and the heating/furnace check and filter change, he yet had little to say – but did admit to having fully informed the potential new buyer “Dan”, but purportedly only verbally, about what a “*good guy*” that I have been in paying him every single month without fail for every year that I have been in the home. He only made such an admission however, after I had pointed out near the end of our discussion that such an accomplished history of trust was truly on my part, and that he had failed to so acknowledge this history in the content of his proposed “*New Lease*”, as essential information that I otherwise thought should be “*transferrable*” to any potential new buyer without that firsthand knowledge about my high level of personal and/or business integrity.
- g) That the potential “*new buyer*” to the home – whom Thorpe referred to only as “Dan” – is someone well known to the broker, whom Thorpe considers a “*good old friend*”; and that this guy “Dan” may wish to gain access to my home to “*inspect*” it ... at which point (as documented on the audio recording) **Donald Thorpe**, as the ONLY person appearing on the contract that he was asking me to sign that day, **FORGOT COMPLETELY WHAT HE WAS TALKING ABOUT**, needing my reminder of where he was at in our conversation and **presenting me with further EVIDENCE that he was being used by his crooked STATE BAR OF MICHIGAN attorney guardian as a deceptive instrument for securing a FRAUDULENT contract with me under corrupted “STATE” jurisdiction in the control of her “peer group” of other “domestic terrorists” running a monopoly on the so-called “judiciary” of People of Michigan.**

**ADDED FACTS EVIDENT OF “INTENT TO DEFRAUD” BY DONALD THORPE, JR.
AND “STATE BAR” ATTORNEY AVA ORTNER**

21. Just after the above (recorded) conversation, and over the course of the following week leading up to 9/17/20, Donald Thorpe began exhibiting erratic behaviors while acting under the pretense of wanting to make “*needed home repairs*” and “*property maintenance*”, but with the underlying intent of “*harassing*” me and my chore services worker with unannounced near daily visits to the home, cutting and changing a back gate lock, spontaneously asking for entry to the home (or requesting such entry and then not showing as planned), and peering into windows of the house under pretense of checking the eaves of the house for intrusive “*vines*”. These intensified visits to the home followed in the immediate aftermath of my first questioning the need for any “*NEW LEASE*” contract, and then declining Thorpe’s pressure to sign such an agreement within the first two weeks of September 2020.
22. On 9/17/20, Thorpe’s behavior, coupled with his apparent inability to effectively communicate by text messaging and by telephone as he was operating in the back yard and around the outside of the home without prior notice or explanation, led me to requesting – via the following EVIDENCE of text messaging conversation – that Thorpe and I come to a peaceful understanding that, to save any confusion and to honor my privacy and the privacy of my chore worker, Thorpe need simply provide me with the courtesy of 24-48 hours of advanced notice of his desires. It was at such point that **STATE BAR crime syndicate and domestic terrorist network member Ava Ortner took over Thorpe’s phone and clarified that she had been the one “*in charge*” all along, and that she had “*had enough*” from me and intended to abuse her assumed “*position of power and authority*” by serving me with an “*eviction*” notice the following day forcing me to move out by 10/31/20 in violation of numerous of my “*inalienably*” Sovereign Rights (under the Common Law and the American CONSTITUTION) and “*Civil Rights*” (under “UNITED STATES CODE OF CIVIL PROCEDURES” (“USC”) and the “CODE OF FEDERAL REGULATIONS” (“CFR”). (See again below as the specific text dialogues that occurred on 9/17/20, which are to be compared and contrasted with my RECORDED phone conversations with both Thorpe and Ortner on this very day of 9/17/20.)**





D This is Ava, Don's wife. This time you have simply gone to far. We will be providing you notice to quit tomorrow. My husband has never peered through any body's window.

You will get no notice of anything from us except for notice to quit. You've taken advantage of Don for far too long. In case you don't know it, most of the things he does around that house were your obligation under the lease, not his. You'll get my letter tomorrow.

7:41 PM

D We will cancel the septic tank clean out and lock the back gate tomorrow as no one will need the septic tank once you're gone.

7:50 PM

This is a malicious act of unwarranted retaliation against a disabled man who asked too many questions in the attempt to uncover FRAUD constructed by a STATE BAR crime syndicate member Ava Ortner.

This is “*blame the victim*”, a ploy frequently used by criminal abusers, especially when they have been discovered.

This shows no plan to rent out the home once I am “*gone*”.

23. **On 9/17/20**, prior to the text messages being sent between Thorpe and me, Thorpe left me a phone message stating that he had unlocked the gate accessing my backyard. He stated his reason was for “*the septic tank people...to do their thing...in the front and back*”. He left no time on the voice message as to when I was to expect them. His voice message also presented me with yet another “*reminder*” that I needed to “*do something with that truck*” in the driveway (sitting near the house and at least sixty feet away from the street). I decided to text Thorpe rather than to call him back because I wanted to again document that Thorpe was pressuring me personally while frequenting the home, presumably to intimidate me into signing his FRAUDULENT “*New Lease*”. That was where the text messaging began in response, **starting at 1:48pm** that early afternoon.

24. **On 9/17/20, right after I sent my text message to Thorpe marked (above) as sent at 2:38pm**, Thorpe telephoned me with agitation in his voice. **I recorded the ten (10) phone conversation in which the following dialogue took place, beginning at about 2:39pm:**

Thorpe: *Hey Dave, I left the gate open for the septic tank people. They might be there today. If you don't like that, then go and lock the gate and we'll skip doing the septic tank. ... It's \$450 I can save out of my pocket.*

Schied: *Why didn't you say that in answer to the first question that I asked?*

Thorpe: *What was that?*

Schied: *You have the text messages and I have the text messages. I basically just asked when they're coming by ... today or when(?) ... and you said you have no clue...*

Thorpe: *I don't know yet! I don't know yet! They haven't called me back. I put a call in to 'em and they haven't called me back.*

Schied: *Ok. Alright. Well then ...*

Thorpe: *Arrrrrrrgggggssssshhhhhh*

Schied: *You could have just said that.*

Thorpe: *I did say that!*

Schied: *Well just now!*

Thorpe: *On the text message I said that!*

Schied: *Not really. Um...I'll read it to you. I said, 'I got your phone message and saw you at the gate this morning while eating my breakfast. Did the septic tank people give you a time window that they would be by. Is it today?' And you said, 'No, not yet; but they will take care of everything unless you want to help.' Then I said, 'I guess the question is when?'*

Thorpe: *I don't know yet, Dave! I don't know yet. As soon as they call me, I'll call you and let you know!*

Schied: *Ok. So we're talking about the septic people only then.*

Thorpe: *Yeah! Who in the hell else do you think would be coming there?*

Schied: *Well, you had Homer here yesterday and you didn't give me any notice about it. ...*

Thorpe: *Arrrrrrrrgggggssssshhhhhh*

Schied: *And as soon as I found out about it, you said that he was probably gone already. I don't even know what he did. ...*

Thorpe: *I left you a message that he was coming over.*

Schied: *Yea. He ...*

Thorpe: *I left you a voicemail. I left you a voicemail that he was coming over. By the time you got back to me, he had done his work and was gone.*

Schied: *Ok. I thought you said he was doing something ... the way the message sounded ... it sounded like you said he was doing something on the roof to tale the lines down. ...*

Thorpe: *He took care of the 'vines' ... the rest of the vines on the roof.*

Schied: *Ok. I thought ...*

Thorpe: *He was taking care of the rest of the vines on the roof.*

Schied: *Ok. It sounded to me like you had left a message saying 'the lines on the roof' because we've got that satellite and the lines that are never being used. I thought that those electrical lines ... you were ...*

Thorpe: *Vines! Vines!*

Schied: *Ok. Ok. Alright. Well, so, you know...it was just short notice yesterday and ... short notice today ... and just a miscommunication apparently.*

Thorpe: *Yep.*

Schied: *Ok. Well, ... you know ... Feel free to call me anytime ... and ... talk to me ...and ...instead of just ... you know ...telling me at short notice that something's happening.*

Thorpe: *Arrrrrrrrgggggssssshhhhhh*

Schied: *You know, I ...*

Thorpe: *I...I can't! If you don't answer the phone, all I cans do is leave you a voicemail. **I can't move my schedule around you!***

Schied: *Right. And I guess vice versa. You know, I can try to do the best thing, but you know ...*

Thorpe: *If you don't need to be ... You don't need to be ... Your not ... If...if you don't answer the phone when I leave a voicemail, ... and I've got this... 'opportunity' ... I had oh...Homer over doing a couple things and he had time then. So I sent him over to do the vines.*

Schied: *I got a ...It sounded to me like it was lines and I just didn't see any evidence that removed ...*

Thorpe: *Arrrrrrrrgggggssssshhhhhh*

Schied: *So, I wasn't sure if Homer was expected back again today, or, ... I had no idea why you were out there with ... unlocking the gate... and mandating that it stay unlocked and ...*

Thorpe: *Yeah, I was cleaning up the rest of the vines.*

Schied: *Oh. Ok. Alright. Well, ... and Barbara thought you were cutting a lock off the back gate or something. She ... She ...*

Thorpe: *I did. I cut the one lock off the back gate that there's no key for.*

Schied: *Right. That's been that way ...*

Thorpe: *The keys I gave you is for the new lock.*

Schied: *Ok.*

Thorpe: *And then there's also the lock that ... Ed's is on there. I want to put the two loose ends together ... by using the lock. That way, they actually got a key ... He would ...for his lock ... to get into the back. And I've got a key for my lock to get into the back.*

Schied: *Ok.*

Thorpe: *I was just ah ...trying to make this easy for everybody.*

Schied: *Well, the ... To me it seems like...one lock would be sufficient. I thought you had basically taken all locks off and put a lock on and gave me the key. I gave Ed a copy of that key so that he could get in through the gate in case it was locked. And to me it seems like only one ...one lock is sufficient.*

Thorpe: *Well you ... You didn't tell me ...You didn't tell me that! You didn't tell me that! Dave! How am I supposed to know? I go ahead and do all the work, and ... and cut the one lock off where there's no key; and set it up so that ... both parties can get into back yard. And you don't tell me?!*

Schied: *Well, I told you he was mowing the lawn. ... and that I've been giving a key to him to mow the lawn. (pause for no response) Yeah, I told you. (another pause for no response) And that lock that had no key on it has been there since I moved in, in 2012. (another pause)*

Thorpe: *So, I cut it off.*

Schied: *(laughing) Makes sense to me!*

Thorpe: *So ... If you want, you can go ahead and lock that gate; but when those septic tank people come there, they need access to the back yard.*

Schied: *Well, that makes sense. But it's just helpful to know when they're coming. When I ... You could ... When you're not knowing, you could say ... you know ... 'It could be today, or maybe tomorrow morning; and I'll let you know when. But you just said 'I don't know' and left it at that. You know, what does that mean?*

Thorpe: *I said I would let you know what time and day!*

Schied: *No, you didn't.*

Thorpe: *Yes, I did!*

Schied: *Let me see ... (thumbing through texts while long pause) ... I don't know ... You just said, 'I don't know yet. They will call me with the time and day. I don't know who will be there'. ...You never said you were going to give me a time and day; you said they might give you one. (pause) ... But you never said ...*

Thorpe: *But you asked me what time ... that...Here, I'm not going to argue this anymore. Dave. Either he... either ...either you give him access to the backyard or you don't. **I don't give a shit!***

Schied: *Well, you start cussing there now too. But ... I ... You just left the door .. gate...open. So, you know, I'm ok with that if you're expecting them today. (long pause with no response) ...If you'll let me know ...*

Thorpe: *I'll let ... I'll let you know as soon as I ... know.*

Schied: *Yeah.*

Thorpe: *I don't ... I left them a message an hour ago. So...*

Schied: *Yeah. ... So, they'll probably get back with you and ... If it looks like it's going to be tomorrow, let me know. Maybe...I'll...have Barbara ... if the gate lock is open or whatever, I'll ask her to close it and we'll make sure its open first thing in the morning ... if they can give you a time. ... or a window. I think I asked for a window of time...and you didn't answer that.*

Thorpe: *I don't know!!*

Schied: *Ok. Alright. ... Sorry for any miscommunication there. ... But I don't think it's ... you know ... anything to benot giving a shit about. ... **You know, I do care about my protection***

... and the protection of your property ... and that's always we've always kept it locked for the last eight years. (long pause with no response) So, I don't think now would be the time to start not giving a shit. You know, so... (more long pause with no response) But, you're a free man to do whatever you want.

Thorpe: Thanks.

Schied: Ok. Alright. Bye, Don. (Thorpe hung up without saying another word)

25. Later on this same afternoon of 9/17/20, my chore services worker informed me that she had taken the Land Rover off of her insurance policy and that the auto-insurer had informed her that they were penalizing her \$50 per month for not insuring two automobiles, but one instead. **By 7:30pm, I had also seen that, in spite of lengthy discussion about my needing to be informed about the gate for security reasons, Thorpe still never even let me know anything anyway about when “the septic tank people” would intend to come by. Therefore, I sent my day-end text to Thorpe to set the terms that I would operating from without the needed information that he should have otherwise provided. This, obviously, was when STATE BAR crime syndicate member Ava Ortner broke in on Thorpe’s phone to “lay down the law” by threatening to “evict” me on short notice; while blaming me for her malicious intent and follow-up actions. (See again the final text message from Ortner a few pages back.)**
26. Prior to these above-referenced events taking place, I was magnanimously tendering amounts equivalent to the agreed amount of \$500 as reported by Thorpe and Ortner to the STATE OF MICHIGAN eighteen (18) months earlier on 1/7/19; plus an additional amount each month in advance as a gesture of good will to “keep the peace” in spite of my having no actual “contract” with either Thorpe or Ortner. **This additional amount is considered now – like the initial deposit in 2012 – an amount that was intended to be used “on the back end” to prove my “good faith” and “good will” in being provided with the time I might wish to move, should the home have a serious buyers. This apparently was the case; however, it is clear that Thorpe and Ortner made a choice to entice me with FRAUD rather than to simply treat me humanely as the totally and permanently disabled “quad-amputee” that I am.**
27. Hence, going forward from here, I now rely upon the following as issues that need to be resolved with regard to my ongoing Right to continue inhabiting this property as I continue to battle with a corrupt MDHHS and other “STATE OF MICHIGAN” racketeers who are still out to “finish” their earlier attempted murder plot by driving me out of my continued determination to live “independently” rather than to be forced into homelessness; or into institutionalization via another nursing home or hospice where the risks are much higher of my dying of “natural causes” linked to the COVID-19 pandemic.
28. On 9/18/20, STATE BAR crime syndicate member Ava Ortner followed up on her retaliatory threat from the preceding day by issuing a DISCRIMINATORY “NOTICE TO QUIT” referencing the “Intent

STATE OF MICHIGAN

NOTICE TO QUIT
TO RECOVER POSSESSION OF PROPERTY
Landlord-Tenant

TO: David Scheid
46675 West Twelve Mile Rd.
Novi, MI 48377

1. Your landlord/landlady, Donald A. Thorpe, Jr., is seeking to recover possession of property pursuant to
Name (type or print)

☒ MCL 554.134(1) or (3) (see other side) ☒ other: Residential Lease, secs. 3, 18 and wants to evict you from:

Address or description of premises rented (if different from mailing address):
Address above

2. You must move by October 31, 2020 or your landlord/landlady may take you to court to evict you.
Date ("see note")
3. If your landlord/landlady takes you to court to evict you, you will have the opportunity to present reasons why you believe you should not be evicted.
4. If you believe you have a good reason why you should not be evicted, you may have a lawyer advise you. Call him or her soon.

Date

September 18, 2020

Signature of owner of premises or agent

[Signature]

Address

25289 Sutton Court, Novi, Mi

248-798-9647

City, state, zip

Telephone no.

*NOTE: Unless otherwise allowed by law, the landlord/landlady must give notice equal in time to at least one rental period.

HOW TO GET LEGAL HELP

1. Call your own lawyer.
2. If you do not have an attorney but have money to retain one, you may locate an attorney through the State Bar of Michigan Lawyer Referral Service at 1-800-968-0738 or through a local lawyer referral service. Lawyer referral services should be listed in the yellow pages of your telephone directory or you can find a local lawyer referral service at www.michbar.org.
3. If you do not have an attorney and cannot pay for legal help, you may qualify for assistance through a local legal aid office. Legal aid offices should be listed in the yellow pages of your telephone directory or you can find a local legal aid office at www.michiganlegalhelp.org. If you do not have Internet access at home, you can access the Internet at your local library.

29. The above is clearly DISCRIMINATION based upon "political background" as this move by Thorpe and Ortner was intended to deprive me of the "right to vote" in November's NATIONAL ELECTION taking place less than a week after the so-called "eviction date". It is predicated on the FACT that my political beliefs are rooted in a CONSTITUTIONAL REPUBLIC with "accountability in government", while Ava Ortner's political posture is one of belief in a "Nobility" class of STATE BAR membership usurping and controlling ALL THREE BRANCHES of the People's government by means of a Seditious MONOPOLY of power Treasonously replacing the People's government with a "Continuing Financial Crimes Enterprise" embedded within a DOMESTIC TERRORIST NETWORK of so-called "attorneys".

30. The above is clearly **DISCRIMINATORY RETALIATION** based upon “*disability*” as this move by Thorpe and Ortner was intended to force me into homelessness on short notice while knowing that I am unemployed, living solely on limited monthly payments of SOCIAL SECURITY, and still under intensive medical care as a recent “*quad-amputee*” that continues to be robbed of my “*beneficiary*” status by the agents and principals of the MDHHS, the STATE OF MICHIGAN, by the U.S. DEPARTMENT OF TREASURY, the SOCIAL SECURITY ADMINISTRATION, MEDICARE and the UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES, the U.S. DEPARTMENT OF EDUCATION, and a host of other peripheral agents and principals of “*governments*” and **NONPROFIT CORPORATIONS** otherwise obligated to assist and provide to me as a totally and permanently disabled man recently rendered into a “*quad-amputee*” through reported **CRIME VICTIMIZATION**.

31. In the immediate aftermath of Ava Ortner taking over Donald Thorpe’s phone and issuing the above-referenced FALSE ACCUSATIONS against me about “*going too far*” and “*taking advantage of Don for far too long*”, I informed my Chore Services Worker (“*witness*”) about this retaliatory act. Having been the one to inform me that she was undressed and placing clothes into the washing machine when “Don” Thorpe appeared at or near the window and look in unexpectedly, this chore services provider asked to use my phone to telephone Ava Ortner to recant what Ortner appeared to use as another reason for “*blaming*” me as “*the victim*”. (*See again* the above-referenced “*texting screen shots*” in which Ortner asserted – without supporting witnesses and in “*conclusory*” terms only – that, “*My husband has never peered through any body’s window*” amidst her RETALIATORY threats.)

32. As nearly always, I recorded the brief phone discussion between my chore services worker (Barbara) and Ava Ortner, from the moment Ortner answered “*her husband’s*” phone thinking it was me on the line, intending to treat me with extreme disdain, and continuing to do the same with this chore services worker. That conversation thus carried out as follows, again on the evening of 9/17/20 at 8:00pm:

Ortner: *What exactly do you want?*

CSWorker: *Oh hi. This Barbara. I just wanted to tell you that there was a misunderstanding with David ...*

Ortner: *No. No, there is no misunderstanding there. I’m perfectly capable of reading. ...*

CSWorker: *Oh no, no ...*

Ortner: *And I’m also aware and I’m perfectly capable of understanding my rights; and you are going to be gone!*

CSWorker: *Ok...then...*

Ortner: *Enough is enough!*

CSWorker: *Well wait. Can I just say something, please? I didn’t say anything about ...*

Ortner: *You can knock yourself out.*

CSWorker: *I didn’t say anything about Don looking through the window. There was a mis ... David ... There was a misunderstanding with what David said. So, ... so just so you know.*

Ortner: *Yeah, well that’s fine. But I have had it! He d...Dave seems o think that my husband – who has (unintelligible) dementia, is responsible for his well-being. He is not. We are not responsible for ... for Dave’s well-being. And I’ve had enough of his nasty emails...Text! I will be providing NOTICE TO QUIT tomorrow effective the end of October! Period! You got it?*

CSWorker: *Uh...Ok...*

Ortner: *My husband...has been abused by your husb...by your ex-husband to no avail. I have had enough!*

CSWorker: *Alright. I'm not...I'm not on the contract, so I'm out of this whole thing. But ... that's between you guys.*

Ortner: *Yeah, well...that's fine. Hey, you know...Whatever!*

CSWorker: *Alright. Ok.*

Ortner: *Yup. Goodbye.*

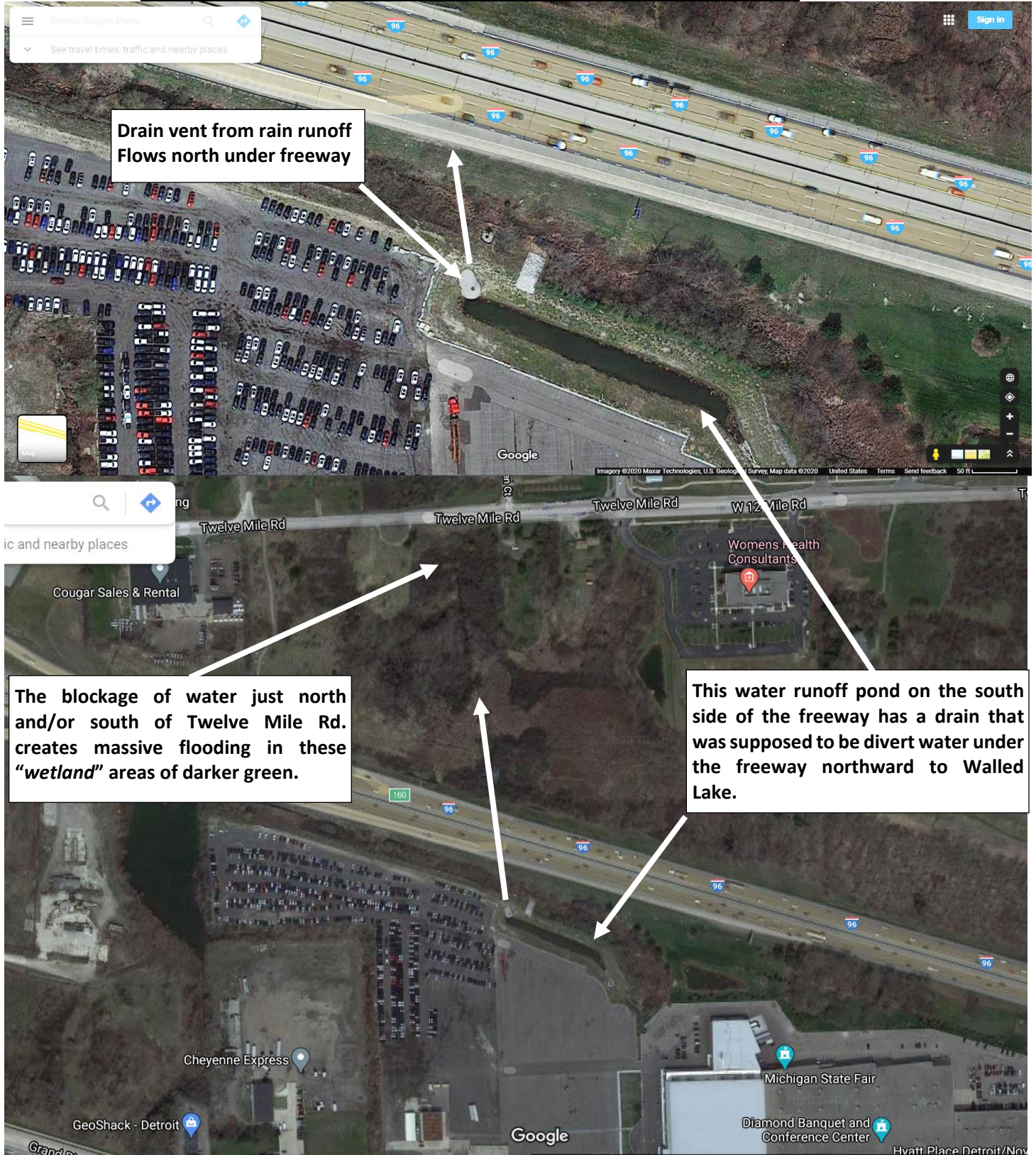
CSWorker: *Bye.*

33. Again, **this entire scenario playing out is an “orchestrated setup” by STATE BAR CRIME SYNDICATE member Ava Ortner with an “INTENT TO DEFRAUD”- not only me – but of others who are potential “buyers” of this property.** Clearly, Ortner is so greedy and so anxious to sell off her husband’s property, that she is willing to assign to others the very CRIMINAL INTENT with which she herself operates, as a wife, as a STATE BAR attorney member of a domestic terrorist network, and as a partner to a property “seller” who will LIE AT ALL COST to make a sale on property that has been purportedly “for sale” for close to two decades. The details surrounding this INTENT TO DEFRAUD were determined from the following information, as provided by a “KEY WITNESS”, my next door neighbor, former ARMY INTELLIGENCE OFFICER and American Veteran (who like Thorpe, is also a victim of the UNITED STATES “government’s” misuse of “Agent Orange”). His name is Ed Kottke; and he and his wife have been inhabiting the house and taking care of the property of their landlord, “Carl”.

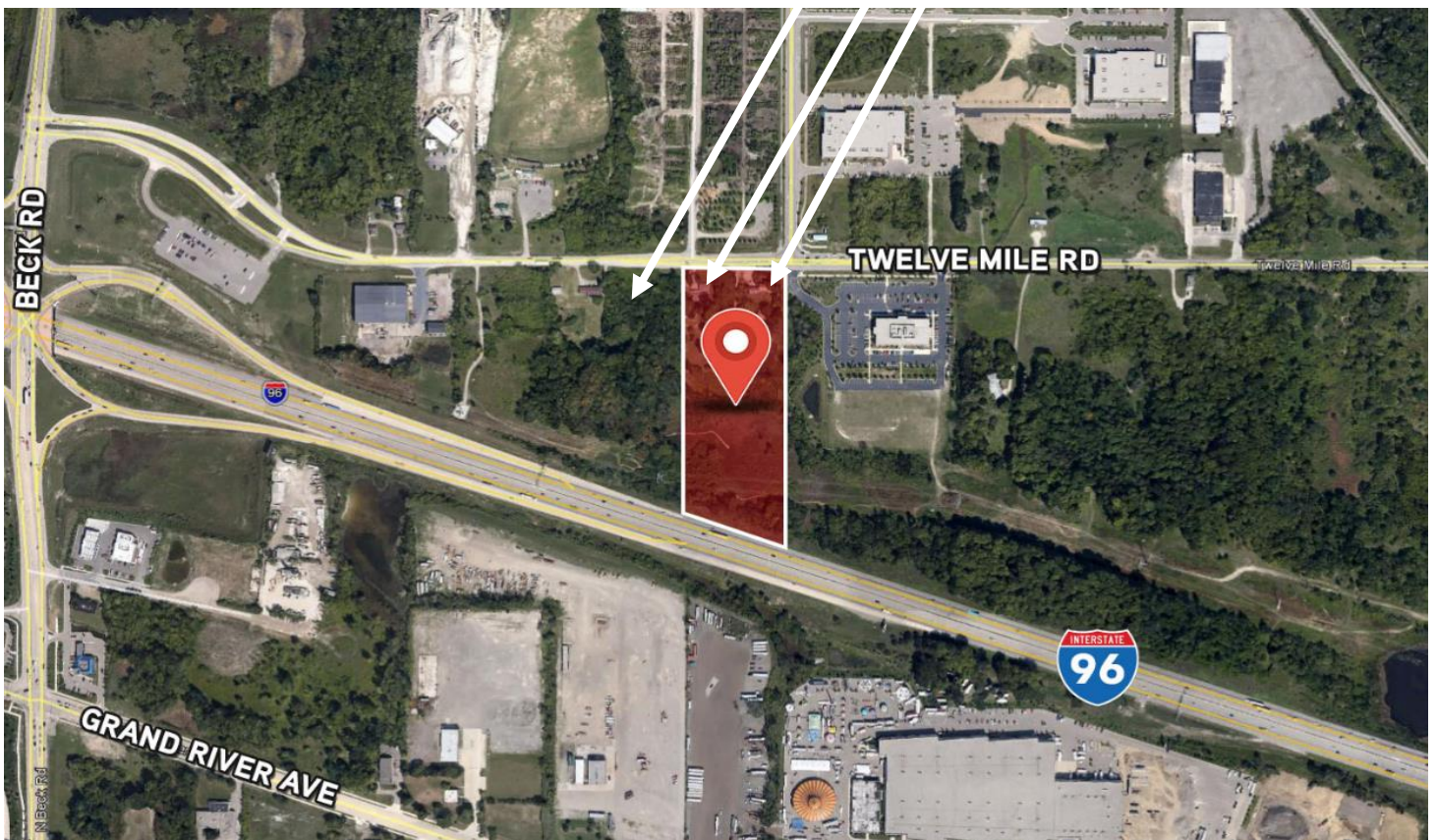
THE CRIMINAL UNDERPINNINGS BEHIND DONALD THORP JR.’s AND AVA ORTNER’s “FRAUDULENT INTENT” STEM FROM CERTAIN UNDERLYING FACTS HINGING UPON – AS THORPE HIMSELF HAS STATED “ON THE AUDIO RECORDING” OF 9/9/20 – “WHETHER ‘ED’ MOVES OUT OR NOT”

34. Apparently, over the course of the past few months since the mid-summer 2020, certain negotiations had been going on pertaining to the sale of not only Thorpe’s property, but also the two adjacent properties where “Witness” Ed Kottke lives next door owned by “Carl”, and the property next to that to the West, where certain landscaping and water runoff problems have been longstanding and deterring the sale of any or all of these three properties.
- a) According to information and belief, the property furthest West on this South side of the street from where I inhabit, has been subject to flooding due to purported actions that had long been taking place at the “*GREAT OAKS LANDSCAPE ASSOCIATES, INC.*” business across the street. **These business owner(s) may have been finding ways to divert underground water for feeding his acres of trees and plants; and causing hollowed out caverns beneath the street of Twelve Mile Road. That business may also have been involved in cutting and/or depositing timber and brush in the path of the underground waterways so as to cause blockage of water flow toward WALLED LAKE, adding to the flooding and giving cause and need for the land on that property to be too low and in need of topsoil to be trucked in and graded before that property is to be made “sellable” and “buildable”.**
 - b) According to information and belief, the negotiations taking place between the two primary property owners as “sellers” (being Thorpe and “Carl”), and **Paul Gobeille** (and **Michael Yamada**) – the brokers from **COLLIERS INTERNATIONAL**, who purportedly has been a lifetime friend of Donald Thorpe, Jr. – and the “buyer(s)”, has been complicated by the fact **that the purported buyers intend to work discreetly with the CITY OF NOVI and**

a third party contractor, on trucking in enough fill dirt and heavy equipment to (illegally?) fill in the “wetlands” and evenly grade the third property to the far West of my home location. The problem initially complicating that plan was the fact that Ed Kottke had a lease agreement with his landlord (Carl) extending to next July 2021. The alternative was for the new owners to take over Thorpe’s home instead, and to replace the inhabitants of either home with some CORPORATE surveyor(s) intending to work with the CITY OF NOVI on a tradeoff of services.



- c) According to information and belief, the CITY OF NOVI has been deceptively engaged in separate “*scheme*” of “*looking the other way*” for many years while the *GREAT OAKS LANDSCAPE ASSOCIATES, INC.* has been engaged in “*landscaping*” activities that have been devaluing the property values along the South side of 12 Mile Road, west of West Park Road along the three properties that have long been for sale by Paul Gobeille and Michael Yamada at COLLIERS INTERNATIONAL.



- d) Purportedly, the CITY OF NOVI has had long term interest in devaluing these properties on the south side of Twelve Mile Road, so to cause those property owners to find more incentive in selling those “flooded out” sections of land to the CITY OF NOVI for a proverbial “song”. The underlying reason for this interest by the CITY OF NOVI in purchasing these large tracks of properties that all three extend from 12 Mile Road all the way to the 96 Freeway – and particularly at the eastern border of Thorpe’s property bordering the medical and professional building to the east – is because of a futuristic plan of the CITY OF NOVI to build a “feeder” road next to the 96 Freeway, which may have a design to connect to 12 Mile Road at West Park, so that West Park will extend all the way to the 96 Freeway and relieve some of the heavy traffic at Beck Road to the west and Novi Road to the east.



- e) According to information and belief, the “*tradeoff of services*” with the aforementioned CORPORATE surveyor includes the future plan for the CITY OF NOVI to similarly “look the other way” again while the new buyers follow through with tentative plans to purchase the “third” (problematic) property at bargain-basement price and get busy (against COUNTY and STATE “DEQ” guidelines?) filling in the “wetland” area with enough trucked in dirt to raise that third property surface level higher so that more COMMERCIAL buildings of three stories can be eventually built. In return, since the surveyor will need to live on the property anyway to study the situation and help with the needed land grading and commercial building planning, the CITY OF NOVI would make similar use of this same surveyor for planning assistance in the constructing of the “feeder” and “connecting” roads between West Park and the 96 Freeway, and the widening and reinforcing of 12 Mile Road itself while filling in the empty underground water caverns underneath Twelve Mile Road.

- f) According to information and belief, this grand scheme of (legal or illegal) “enterprising” had only two snags: the first was that Ed Kottke had a lease with his landlord “Carl” extending to July 2021. The second snag was the fact that I had been rendered “*totally and permanently disabled*”; and with the “*EMERGENCY ORDERS*” of the so-called STATE and Federal “*governments*”, it was clear that forcing me to leave could be quite difficult, and a violation of numerous “*federal*” and human rights laws reflected in the AMERICANS WITH DISABILITIES ACT, the “*CARES*” ACT, and other standing ORDERS against “*evictions*” due to health concerns, the COVID-19 pandemic, and “*self-quarantining*”.
- g) According to information and belief, the solution was – as Donald Thorpe, Jr. has stated on 9/9/20 in a RECORDED conversation – resting upon Ed Kottke’s and his wife’s good graces and their thoughtfully caring so much for me as their friend and next door neighbor, that they agreed with their landlord “Carl” to surrender their own home as a grand gesture of peace to save me from the reality of the following:
- 1) As a recently disabled man with no resources whatsoever for battling the greed of CORPORATE giants, the Kottkes sought to save me from having to be forced into corrupt litigation with STATE BAR attorneys and judges already backlogged in the courts and with MICHIGAN being a “*nonjudicial*” STATE for conducting evictions (like foreclosure evictions).
 - 2) Since it is well known that STATE BAR crime syndicate member Ava Ortner has a long history of deriving her income from working at DYKEMA-GOSSET – a foreclosure “*mill*” with a long history of forcing “*little guys*” out of their homes – it was safe to assume that, with MICHIGAN being a “*nonjudicial*” STATE for privately executing evictions, **Ava Ortner was already skewed toward abusing her disposition as a STATE BAR domestic terrorist member, to first FORCEABLY take all of my worldly possessions and force me into homelessness and institutionalization in the name of personal greed and CORPORATE “progress”, and compel me to use her “peer group” of corrupt judges and other “officers of the court” in a hopeless effort to at least get back something of value from my stolen belongings, if any might still be found at the end of a legal battle lasting for years in MICHIGAN’s renown “just us” system. The Kottkes sought to save me from this by their own sacrifice of their secured housing contract with their landlord, “Carl”.**
- h) According to information and belief, on considering all of the above, the Kottkes decided to negotiate terms of their moving out – within 60 days – with the brokers, Paul Gobeille and Michael Yamada at COLLIERS INTERNATIONAL, with his landlord “Carl”, and with Donald Thorpe, Jr. and his “*guardian*”, STATE BAR crime syndicate member Ava Ortner. Those terms included the joint commitment of all involved in the “new land contract” – being particularly the seller Thorpe and the new “*buyer*” – to “leave [me] alone” and to “not even tell [me]” about the selfless sacrifice being made by the Kottke couple. It was Ed Kottke’s intent to continue donating his time and services to me for as long as possible – as my “*lifeline to mobility*” – as he has been this past two years my transportation to wherever I need to go, doing so without cost to me because the STATE OF MICHIGAN has continually and tortuously DENIED my repeated requests and demands to have the Kottkes compensated for just their mileage, given that the STATE otherwise has that financial obligation to its disabled citizenry.
- i) As such, according to information and belief, by mid-summer, the Kottkes were rushing to get their credit and finance documents in order so to be able to quickly apply for a mortgage; and they also began looking for a home ... That is, UNTIL around 9/18/20, when STATE BAR crime syndicate member Ava Ortner and her “fraud accomplice” Donald Thorpe informed everyone engaging in the “land contract” enterprise, that I would instead be out of the home by forcible eviction by 10/31/20.

j) **Apparently, Ortner's and Thorpe's fraudulent scheme – to predicate the sale of the properties and to create a “*new land contract*” upon my being forced into homelessness and/or into institutionalization – brought a change to the previous plan for the CORPORATE surveyor to be living in the Kottke home for the winter while the plan to bring in fill dirt and heavy equipment for filling in the wetlands is to be executed. Based upon the new but FRAUDULENT information being disseminated by STATE BAR DOMESTIC TERRORIST NETWORK member Ava Ortner, the belief of all other parties to this “*new land contract*” is currently that this CORPORATE surveyor would instead be taking over and living in my home, allowing the Kottkes to once again relax and enjoy their lease contract until July 2021 as originally planned.**

35. **The bottom line – as essentially provided by the EVIDENCE of my audio recorded phone and personal conversations and text messages taking place at my home and involving this STATE BAR domestic terrorist network member Ava Ortner and her *demented* husband Donald Thorpe, Jr. – is that they have been acting concertedly to unethically and illegally “set me up” for a FRAUDULENT, DEFAMATORY, and a RETALIATORY claim of being an “abuser” against Donald Thorpe – merely because I would not readily succumb to their initial effort to COERCE me into signing another of their WORTHLESS contracts, otherwise crafted for “*transferability*” to new buyers, and with my signature indicating falsely that I was “*voluntarily*” agreeing to leave the premises within sixty (60) days in spite of the following “STATE” and “Federal” protections, as outlined below.**

**The MICHIGAN LEGISLATURE, the UNITED STATES
CONGRESS, the U.S. PRESIDENT, the U.S.D.H.H.S. and
the CENTERS FOR DISEASE CONTROL**

36. The fraudulent actions taken this far by STATE BAR OF MICHIGAN crime syndicate and domestic terrorist network member Ava Ortner and her dementia husband Donald Thorpe, Jr. are in violation of both the letter and the spirit of MICHIGAN laws barring “*retaliatory evictions*”. (See MCL 600.5720)

Reasons a Judge May Deny an Eviction in Michigan

Michigan landlord-tenant law, M.C.L. § 600.5720, specifies defenses a tenant may raise which may prevent an eviction judgment from being entered by the judge. If, at an eviction hearing, the judge finds any of the following situations to be true, the judge will not enter a judgment in favor of the landlord (this means that the judge will not make the tenant move out of the rental property when the landlord is trying to evict the tenant).

Retaliation

A judge may throw out an eviction if the landlord is evicting the tenant in retaliation against the tenant’s attempt to enforce the tenant’s legal rights under the lease or rental agreement, or other laws—for example, if the tenant reported a health or safety violation to authorities, or exercised a lawful act, such as joining a tenant organization.

No Cause (Public Housing)

The judge will not order the tenant to move out of rental property that is operated by local government (Section 8, or HUD, housing) if the judge finds no cause for the eviction. There are specific reasons why a landlord may evict a tenant from Section 8 housing such as repeated lease violations, a history of disturbances to other families, or use of the rental property for anything other than a family home. These reasons for a landlord to evict a tenant are known as “cause” to evict the tenant.

A reasonable argument could be made that if the CITY OF NOVI is indeed using this “*new land contract*” in its negotiations to take advantage of a cost effective way to rid itself of its liability to property owners for allowing property values to depreciate – by working a “*deal*” for having an “*interest*” in the “*residential*” housing property for a “*public works*” project – further court “*discovery*” may be necessary to determine if that interest may be also in the PUBLIC’s INTEREST if it involves eviction of a disabled person.

REVISED JUDICATURE ACT OF 1961 (EXCERPT)

Act 236 of 1961

600.5720 Judgment for possession of premises for alleged termination of tenancy; grounds for not entering; retaliatory termination of tenancy; presumptions; burden.

Sec. 5720.

(1) A judgment for possession of the premises for an alleged termination of tenancy shall not be entered against a defendant if 1 or more of the following is established:

(a) That the alleged termination was intended primarily as a penalty for the defendant's attempt to secure or enforce rights under the lease or agreement or under the laws of the state, of a governmental subdivision of this state, or of the United States.

(b) That the alleged termination was intended primarily as a penalty for the defendant's complaint to a governmental authority with a report of plaintiff's violation of a health or safety code or ordinance.

(c) That the alleged termination was intended primarily as retribution for a lawful act arising out of the tenancy, including membership in a tenant organization and a lawful activity of a tenant organization arising out of the tenancy.

(d) That the alleged termination was of a tenancy in housing operated by a city, village, township, or other unit of local government and was terminated without cause.

(e) That the plaintiff attempted to increase the defendant's obligations under the lease or contract as a penalty for the lawful acts as are described in subdivisions (a) to (c) and that the defendant's failure to perform the additional obligations was the primary reason for the alleged termination of tenancy.

(f) That the plaintiff committed a breach of the lease which excuses the payment of rent if possession is claimed for nonpayment of rent.

(g) That the rent allegedly due, in an action where possession is claimed for nonpayment of rent, was paid into an escrow account under section 130 of Act No. 167 of the Public Acts of 1917, being section 125.530 of the Michigan Compiled Laws; was paid pursuant to a court order under section 134(5) of Act No. 167 of the Public Acts of 1917, as amended, being section 125.534 of the Michigan Compiled Laws; or was paid to a receiver under section 135 of Act No. 167 of the Public Acts of 1917, being section 125.535 of the Michigan Compiled Laws.

(2) If a defendant who alleges a retaliatory termination of the tenancy shows that within 90 days before the commencement of summary proceedings the defendant attempted to secure or enforce rights against the plaintiff or to complain against the plaintiff, as provided in subsection (1)(a), (b), (c), or (e), by means of official action to or through a court or other governmental agency and the official action has not resulted in dismissal or denial of the attempt or complaint, a presumption in favor of the defense of retaliatory termination arises, unless the plaintiff establishes by a preponderance of the evidence that the termination of tenancy was not in retaliation for the acts. If the defendant's alleged attempt to secure or enforce rights or to complain against the plaintiff occurred more than 90 days before the commencement of proceedings or was terminated adversely to the defendant, a presumption adverse to the defense of retaliatory termination arises and the defendant has the burden to establish the defense by a preponderance of the evidence.

37. The fraudulent actions taken this far by STATE BAR OF MICHIGAN crime syndicate and domestic terrorist network member Ava Ortner and her dementia husband Donald Thorpe, Jr. are in violation of both the letter and the spirit of the CARES ACT.

Extend CARES Act Eviction Moratorium, Combine With Rental Assistance to Promote Housing Stability

UPDATED JULY 27, 2020 | BY SONYA ACOSTA, ANNA BAILEY, AND PEGGY BAILEY

Without new relief measures to help more struggling families afford rent and avoid eviction, millions of households could face housing instability, homelessness, and greater overall hardship in the coming months. To prevent this crisis and protect families, the next relief package should include short-term emergency rental assistance to help prevent evictions for households behind on their rent, emergency housing vouchers to help those at greatest risk of prolonged homelessness upon eviction, and extensions of both income assistance and the federal ban on evictions to provide additional security and keep people from falling through the cracks.

Emerging data show that the COVID-19 crisis is having especially severe impacts on low-income households.^[1] Job losses have been heavily concentrated in industries that pay low average wages, and households with high housing costs and low incomes often have little financial cushion. Recent Census data show that 12.9 million adults in rental housing

As a result of this decision, more people with disabilities – many of whom are low-income – will be seeking community-based housing opportunities. They will need housing assistance – such as a voucher – as well as support from a live-in aide in order to maintain residential stability.

38. The fraudulent actions taken this far by STATE BAR OF MICHIGAN crime syndicate and domestic terrorist network member Ava Ortnier and her dementia husband Donald Thorpe, Jr. are in violation of both the letter and the spirit of the ORDER issued by the PRESIDENT OF THE UNITED STATES through the U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES and the CENTERS FOR DISEASE CONTROL AND PREVENTION.

The New York Times <https://nyti.ms/31Rrs5>

The New Eviction Moratorium: What You Need to Know

A Trump administration order could allow many renters to avoid eviction through Dec. 31. We answer renters' questions here.



By Ron Lieber

Published Sept. 2, 2020 Updated Sept. 16, 2020

The Trump administration has announced an order to suspend the possibility of eviction for millions of renters who have suffered financially because of the coronavirus pandemic. The Centers for Disease Control and Prevention said the order was an emergency action, which it is entitled to take under the law.

Here are the answers to questions that renters may have about the order, which is more expansive than the now-expired moratorium that was part of the virus relief package this spring. We will add to this list as we learn more. Please email your questions to hubforhelp@nytimes.com.

Who is eligible?

You must meet a five-pronged test.

- You need to have used your "best efforts" to obtain any and all forms of government rental assistance.
- You can't "expect" to earn more than \$99,000 in 2020, or \$198,000 if you're married and filing a joint tax return. If you don't qualify that way, you could still be eligible if you did not need to report any income at all to the federal government in 2019 or if you received a stimulus check this year.
- You must be experiencing a "substantial" loss of household income, a layoff or "extraordinary" out-of-pocket medical expenses (which the order defines as any unreimbursed expense likely to exceed 7.5 percent of your adjusted gross income this year).
- You have to be making your best efforts to make "timely" partial payments that are as close to the full amount due as "circumstances may permit," taking into account other nondiscretionary expenses.
- Eviction would "likely" lead to either homelessness or your having to move to a place that was more expensive or where you could get sick from being close to others.

A lot of that is pretty subjective. If it's a close call, who decides?

Landlords who disagree with renters' self-assessments could try to evict nonpaying tenants by arguing that they are not a "covered person" within the order's scope and dare them to fight back legally. Then it could be up to a housing court judge to decide if a renter is eligible or if the landlord can, in fact, evict.

How do I prove to my landlord that I'm eligible?

You can use the declaration form that the C.D.C. published on its website.

Soon after the order appeared, the Legal Innovation and Technology lab at Suffolk University Law School created an interactive tool that can help people determine if they are eligible. It can also generate a declaration to give to a landlord.

The sample declaration form does not say anything about whether I need to prove my hardship to my landlord. Should I attach bank statements or other documents?

No, not to the declaration — at least not at first. The way the order is written means you need not lay out specifics in your declaration, said Emily Benfer, a visiting professor of law at Wake Forest University.

If the landlord challenges your initial assessment, however, you should provide "reasonable" specifics to prove your eligibility, according to senior administration officials who helped write the order.

<https://www.nytimes.com/2020/09/02/your-money/eviction-moratorium-covid.html>

Who should make a declaration?

The order says every adult who is on the lease should draft and sign a separate declaration.

I have a roommate. How do the rules work for us?

The order does not deal with roommates directly, but the officials clarified that the income cap was \$99,000 per roommate. As for who should pay what if just one person can't pay in full, the specifics may depend on the terms of the lease, any written agreement between you and your roommate, and applicable state or local law.

Eric Dunn, director of litigation for the National Housing Law Project, said it was possible that housing court judges would interpret the order expansively in this context. For example, consider a scenario where one roommate would become homeless if evicted but the other could move in with parents in an uncrowded home. In that instance, he said, the second roommate could not truthfully sign the declaration.

So would only the first roommate receive protection from the moratorium? "This would be an absurd result, and regulations should be interpreted to avoid absurd results," Mr. Dunn said. He predicted that courts would dismiss eviction cases filed against tenant households where at least one member has signed a declaration.

I'm in a pretty bad way. Can I stretch the truth some?

You shouldn't. The order makes a point of noting that the declaration "is sworn testimony," meaning that you can be prosecuted, go to jail or pay a fine if you lie, mislead or omit important information.

What do I do with the declarations once they are done?

Email, send or hand them to the landlord in a way that allows you to get proof that the landlord received them. That way, there will be no question as to whether you did what you were supposed to do. Make sure you keep a copy for yourself.

Then what?

Keep paying as much as you can. Otherwise, you risk failing the eligibility test, which says you should be trying to make partial payments to the best of your ability.

Can the landlord still evict me for reasons other than nonpayment?

Yes. All the usual rules about criminal behavior or disruptions or destruction of property still apply. And it's possible that a landlord will look hard for some other reason to start the eviction process, so it's wise to follow every term of the lease, as well as any other building or property rule.

Amy Woolard, a lawyer and policy coordinator for the Legal Aid Justice Center in Charlottesville, Va., warned of one issue that she and her colleagues frequently see cited in eviction cases: people not on the lease who are living at the property. This could be an issue if you're hosting guests — like a family member who has already been evicted elsewhere.

Will interest or penalties accrue if I don't pay the rent in full?

The order does not prevent landlords from charging fees, penalties or interest "under the terms of any applicable contract." Nor does it place any restrictions on how high they can go. Check your lease to see if there is any mention of such charges.

Will I have to pay everything I owe all at once in January?

You might. The order specifically mentions this possibility. And the National Rental Home Council, a trade group for landlords who own single-family properties, said in a statement Wednesday that "once the moratorium expires, renters will owe back rent for several months."

Does the order halt evictions that are already in process?

Yes, according to administration officials.

1/3 Does the order apply to every landlord and every residential renter in the country?

No. Aside from the income caps, your local rules may apply instead. If you're in a state, territory or tribal area that already has a moratorium in place that provides the same or better level of protection, then that more local action will take its place. Local jurisdictions are also still free to impose stronger restrictions than the federal order. California's moratorium goes through the end of January, for example.

The federal moratorium doesn't apply in American Samoa, though it will if it reports its first coronavirus cases.

I'm living in a motel right now. Does the order apply to those properties?

No. The order specifically excludes hotels and motels.

What about Airbnb rentals and other similar properties?

The order excludes any "guesthouse rented to a temporary guest or seasonal tenant as defined under the laws of the state, territorial, tribal or local jurisdiction."

What if my landlord sends me an eviction notice anyway?

Seek counsel. You can search for a low- or no-cost legal assistance office near you via the Legal Services Corporation's online map. Just Shelter, a tenant advocacy group, also offers information on local organizations that can help renters.

A lawyer can also help if a landlord tries a different approach. For instance, a landlord might try to sue in small claims court over partial payments, without filing an eviction notice that might be illegal under the order, Mr. Dunn said.

Does the order specify the size of the penalties that landlords may be subject to?

Yes. An individual landlord could be subject to a fine up to \$100,000 if no death (say from someone getting sick after eviction) results from the violation, or one year in jail, or both. If a death occurs, the fine rises to no more than \$250,000. If it's an organization in violation, the fines are \$200,000 or \$500,000.

Is the order legal?

The White House and the C.D.C. think so. It is possible that landlord industry groups or others will sue to stop it, in which case it will be up to the courts to decide. On Sept. 8, the New Civil Liberties Alliance challenged the moratorium in federal court in Atlanta.

Could some local housing judges simply ignore the order?

Lawyers on the ground say they would not be surprised to see that in smaller jurisdictions. "Then it would be up to the tenant to scrape together enough resources to try to file in federal court or seek an injunction from another authority in their state's judicial system," said Rebecca Maurer, a lawyer in Cleveland.

Already, officials are issuing guidance that could lead to different paths for tenants. As my colleague Matthew Goldstein reported, in Missouri, some courts are allowing landlords to file for eviction but only if they state that the tenant has not handed over a declaration. In Michigan, administrators said some issues remained a matter of "judicial interpretation."

When does the order take effect, and how long does it last?

It takes effect as soon as it is published in the Federal Register. The order says that will happen on Sept. 4. The order applies through Dec. 31, and it's possible that it could be extended.

I'm dizzy from all of the various local, state and federal orders. Is this the last of them?

Maybe not. Congress could pass a new relief package that would supersede this order.

Matthew Goldstein contributed reporting.

Accordingly, the FACT that this so-called "landlord" – with a "STATE BAR card" proving that, as a so-called "attorney" for whom "ignorance of the law is no excuse" and the only other basis for the "eviction action" taking place in spite of the "Federal" ORDER is clearly RACKETEERING and DOMESTIC TERRORISM – the fine can be \$100,000.

If the CITY OF NOVI, and/or COLLIERS INTERNATIONAL, or any other "organization" of individuals or CORPORATIONS are involved, then such fines may rise to \$500,000 instead.

"Whistleblower Protection Laws" may also apply, especially if this case is filed in the "UNITED STATES" court as a "Qui Tam" action under the FALSE CLAIMS ACT.



This document is scheduled to be published in the Federal Register on 09/04/2020 and available online at [federalregister.gov/d/2020-19654](https://www.federalregister.gov/d/2020-19654), and on [govinfo.gov](https://www.govinfo.gov)

BILLING CODE: 4163-18-P

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Temporary Halt in Residential Evictions to Prevent the

Further Spread of COVID-19

AGENCY: Centers for Disease Control and Prevention (CDC),
Department of Health and Human Services (HHS).

ACTION: Agency Order.

SUMMARY: The Centers for Disease Control and Prevention (CDC), located within the Department of Health and Human

39. The fraudulent actions taken this far by STATE BAR OF MICHIGAN crime syndicate and domestic terrorist network member Ava Ortner and her dementia husband Donald Thorpe, Jr. are in violation of both the letter and the spirit of the AMERICANS WITH DISABILITIES ACT (“ADA”).

Is the landlord or tenant responsible for ADA compliance?

Landlords and **tenants** may allocate –between themselves –**responsibility** for complying with **ADA's** requirements and liability for violations in the Lease. But a landlord, as the owner of the property, can be held **liable for ADA compliance** on property leased to, and controlled by, a tenant.

40. The fraudulent actions taken this far by STATE BAR OF MICHIGAN crime syndicate and domestic terrorist network member Ava Ortner and her dementia husband Donald Thorpe, Jr. are in violation of the letter and/or the spirit of the FAIR HOUSING AMENDMENTS ACT.

HUD Regulatory Requirements and Standards for Live-In Aides

HUD regulations include specific requirements and standards related to live-in aides in the HCVP. However, according to HUD, PHAs are also permitted to establish additional standards. Specifically, according to 24 CFR 982.551 (h)(4), a “PHA has the discretion to adopt reasonable policies concerning residence by...a live-in aide, and defining when PHA consent may be given and denied.” A PHA’s policies regarding live-in aides must be documented in its Section 8 Administrative Plan.

The key issue from HUD’s perspective is whether a helper is a live-in aide – that is, whether the housing is the aide’s primary residence. Helpers who come and go during the day are considered guests or employees of the participant. Unless their behavior violates the lease, the presence of a **non** live-in aide is not of interest to the PHA. However, if the aide lives with the HCVP participant, then a number of HUD regulations, including those regarding income exclusions and household size, become relevant. These regulations are described below.

1. Requirement to Allow Live-in Aide if Needed as a Reasonable Accommodation

A reasonable accommodation is an action taken by a PHA to change the rules, policies, practices, or services so that a person with a disability can have equal opportunity to obtain housing and to use and enjoy his/her home.

The AMERICANS WITH DISABILITIES ACT mandates that “reasonable accommodations” are to be provided.

Meanwhile, HUD recognizes that a needed “live-in aide” constitutes a needed “reasonable accommodation” that must be provided by “housing standards”.

What is a Live-In Aide?

Personal care attendant,” “aide,” “supportive helper,” “attendant services” and many other phrases are used across the country to describe the new model of personal care assistance preferred by many people with disabilities. These helpers assist people with disabilities to accomplish activities of daily living, including personal care, which the individual is not able to perform because of his/her disability. They can assist in meal preparation, shopping, toileting, dressing, bathing, and many other tasks. For example, a person in a wheelchair might need hands-on assistance in moving from the chair to the bed. For someone with a cognitive disability, the assistance may be more supervisory. From the perspective of a person with a disability, “the attendant is like their arms and legs, or memory.”¹

Some people with disabilities may require assistance during the night as well as during the day. For example, some people with physical disabilities may need assistance being re-positioned throughout the evening to prevent bedsores. Sometimes, a person with a disability will have a "live-in" aide who lives with the individual and provides services as needed. An individual who has a live-in aide may also have other aides who provide assistance during the day.

In recent years, more and more people with disabilities are living in housing in the community rather than in institutional settings. This trend is due to many factors including:

- The Independent Living Movement that emphasizes the rights of people with disabilities to control their own lives and be active members of the community;
- Federal and state civil rights laws that dictate that people with disabilities have access to a wide range of public programs, including housing programs;
- Efforts to "deinstitutionalize" people with disabilities

by providing them with community-based housing alternatives; and

- New advances in medical and supportive services that allow people with disabilities to get their health needs met in a variety of settings.

Most recently, in 1999, as part of the *Olmstead vs. L.C.* decision, the U.S. Supreme Court affirmed that under the Americans with Disabilities Act (ADA) states may no longer confine people with disabilities unnecessarily in "restrictive settings" such as institutions or segregated facilities. Although *Olmstead* is, in essence, essentially a case about de-institutionalization, a key question central to *Olmstead*-planning efforts is "where will people with disabilities live?" As a result of this decision, more people with disabilities – many of whom are low-income – will be seeking community-based housing opportunities. They will need housing assistance – such as a voucher – as well as support from a live-in aide in order to maintain residential stability.



NOTICE OF INTENT TO LIEN



41. With consideration for the above-referenced FACTS in support, I reiterate paragraphs 1-40 as if written again herein verbatim.
42. **As a result of the aforementioned underlying cause of my "total and permanent" disability I have established certain CLAIMS against Donald Thorpe and Ava Ortner linked to my interest in the property referenced above at 46675 W. 12 Mile Road in the CITY OF NOVI, the COUNTY OF OAKLAND; which are subject to the Common Law and "Federal" jurisdictions associated with Constitutional values and "Federal" funding to the 50 "States" including the STATE OF MICHIGAN.**
43. These CLAIMS referenced in the paragraph above are related to the BREACH OF CONTRACT and BREACH OF TRUST and DAMAGES that has resulted and will continue to result from the fraudulent conveyances by Ava Ortner and Donald Thorpe. **So far, incalculable damages have occurred against me as they are related to the previously described "conspiracy to deprive of rights" occurring between Thorpe and Ortner, and their associates** connected through a proven domestic terrorist network and RICO crime syndicate operating through the STATE BAR OF MICHIGAN to overthrow the true government "*of the People, for the People, by the People*" by institutionalizing a monopoly on all Three Branches of the People's government.
44. These CLAIMS referenced in the paragraph above are also related to proven evidence of my own "*standing*" in a plethora of publicly-posted and irrefutable FACTS and EVIDENCE supporting my widely distributed and unrebutted CRIMINAL COMPLAINTS associated with my being targeted for a "*constructive eviction*" and/or subservient to a "*new contract*" with the DTE ENERGY crime syndicate that took place in November 2017; and the resulting attempted murder upon my life which resulted in the aftermath of my emerging initially as a "*survivor*" crime victim and "*debt collector*" of that 2017 "*crime victimization*" event.
45. Additionally, as a result of my disability, I have had the occasions to need certain "*home modifications*" around the interior of the home that are ADA-compliant in providing independent "*mobility*" through doorways too narrow for standard wheelchairs, and/or for grabbing and toileting support in highly frequented areas where transitioning is most likely to occur between furnishings and stationary fixtures around the home. In each such occasion, notice was given and duly accepted as "*granted*" in permission to construct those modifications in terms

of labor and materials to make the home more “*accessible*” to disabled amputees such as myself. Thus far, no just consideration or compensation has been made to me for these investments into the “*disability access*” of this home.

46. Further, **in the event that anybody – whether a man, woman, CORPORATE ENTITY, “buyer”, “seller”, “mortgage company”, “real estate agency”, “real estate broker”, banking institution, lending institution, or “realty company” – follow through with the threat of Donald A. Thorpe, Jr. and STATE BAR OF MICHIGAN crime syndicate member Ava Ortner to unlawfully “evict” me from my sanctuary, dwelling and home, and thus, separating me from my sustenance of independence and all worldly belongings to include “Federal” and other CRIMINAL EVIDENCE – I intend to place my lien against the referenced property located at 46675 W. 12 Mile Road, in NOVI, situated in the COUNTY OF OAKLAND, in Michigan.**

47. More specifically, **I will be placing my lien on the above-referenced property – regardless of who is buying, selling or brokering any purported “sale” on the above and below listed “property” items – in effort to collect upon the debts owed to me:**

- a) My medically necessary prescription medicines are never to be considered as “*abandoned*”;
- b) My medically prescribed prosthetic devices and peripheral prescriptions of special socks, creams, antibiotic ointments, and bandages are never to be considered as “*abandoned*”;
- c) My “*Hoveround*” electric wheelchair and battery charger, my standard manual wheelchair, and my disability walker with seat/chair are never to be considered as “*abandoned*”;
- d) My shower seat, toileting fixtures, and medically prescribed assortment of soaps, cleansers, and scrubbing devices are never to be considered as “*abandoned*”;
- e) My limited items of furniture for sitting, for sleeping, and for carrying out business affairs – such as couch, chairs, bed, desk, standing storage closets, and computers/printer are never to be considered as “*abandoned*”;
- f) My closets full of seasonable coats and jackets, and dressers and shelves full of an entire wardrobe of clothes are never to be considered as “*abandoned*”;
- g) My fully paid and donated consumer products of a 2000 Land Rover and 1989 “*classic / historic automobile*” Jeep Comanche pickup are never to be considered as “*abandoned*”;
- h) My collection of cookware and storage ware in the kitchen are never to be considered as “*abandoned*”;
- i) My irreplaceable collection of fine china, of crystal and silver dishware, of authentic Japanese tableware, and inherited sculpted glass china cabinet are never to be considered as “*abandoned*”;
- j) My irreplaceable lifetime collection of cherished family photo albums, my lifetime collection of irreplaceable memorabilia, my collection of professional recommendation letters, resumes, educational transcripts, proofs of university degrees, my camera equipment, and recorded mediums of computer DVDs, portable hard drives, VHS cassettes and video transfers, electronic monitors, and linear and digital video editing equipment are never to be considered as “*abandoned*”;
- k) My lifetime collection of mechanical tools and electric tools are never to be considered as “*abandoned*”;
- l) My full-size barbeque grill, snowblower, and lawn mower are never to be considered as “*abandoned*”;
- m) My valued collection of framed international wall paintings and artistic drawings are never to be considered as “*abandoned*”;
- n) My never-been-used full-sized refrigerator-freezer, my dining table and chairs, and matching bar stools and chairs are never to be considered as “*abandoned*”;
- o) Any and all other values, family heirlooms, banking and tax records, are additionally never to be considered as “*abandoned*”;

- p) The propane in the propane tank in the back yard of this house, which I saved money to fill for the beginning the Winter months and is now – as of the date of the signing of this “Declaration” is at an eighty-five percent (85%) “*full*” capacity, is never to be considered as “*abandoned*” either;

48. As such, any dishonorable attempts by ANYONE – whether directly or through any varied associates and/or agents – to carelessly damage, destroy, or discard any or all of the above listed items of my property, will result in even further CLAIMS against any and all parties privy to knowing that the above claims of property ownership and use have been issued by me as an honorable man and sovereign American man with disabilities.

Required “DECLARATION” According to the “ORDER”

49. In order to invoke the power of the CDC's ORDER on behalf of the TRUMP ADMINISTRATION, so it may be used against a landlord or owner of the residential property where I live, I should provide a copy of this Declaration to them. Doing so however, is by no means an admission to any existing “contract” or to any “landlord-tenant” relationship with anyone, as indeed NONE EXISTS and has not existed since at least as far back as November 2017 when provided no remedies to reporting myself the victim of a “domestic terrorist” attack.
50. Since I am the only adult listed on the recently proposed but unsigned “*New Lease*”, rental agreement, or housing contract, I alone am completing this “Declaration”.
51. Unless the CDC ORDER is extended, changed, or ended, the ORDER prevents anyone calling themselves a “*landlord*” from evicting me or removing me lawfully from where I am now living, from now through at least December 31, 2020.
52. This COMMON LAW “Declaration” is sworn testimony; meaning that it contains no lies, does not mislead, nor omits any important information. With that understanding, **any attempt to rebut, dispute, challenge, or denigrate the integrity of my sworn STATEMENTS must be made by signed, sworn, COMMON LAW “AFFIDAVIT” by another one of the sovereign People accountable directly to me – not by mere rhetoric by “*representative*” attorneys, CORPORATE CEOs, or their FICTIONAL “*agents*” or “*officers*” hiding behind various forms of “*immunity*” or other forms of unaccountable and unconstitutional “*bullshit*”.**

I hereby certify that both the preceding and foregoing STATEMENTS are true and correct; with every numbered paragraph fully supported by reasonable EVIDENCE:

53. I have used my best efforts to obtain all available government assistance for rent or housing. In fact, the proofs include but are not limited to the following set of FACTS underlying even further questions about the integrity – or lack thereof – of funding for services to the disabled, and the reasons for the “*appearance*” of *deception* and *dysfunction* within the “SECTION 8 HOUSING” system that otherwise bars “*access*” from those following all of the guidelines but still left “out in the cold” without services, and without any form of “*accommodations*” or “*communications*” offered or provided to those most in need such as me as a “*quad-amputee*”. This seems to be the case in spite of the “*Federal*” funding and ADA mandates for STATE housing agencies to provide both to people like me in such need.

My records show that in April 2019 – and again in June 2020 – I applied for SECTION 8 HOUSING ASSISTANCE, but my somehow making this extremely small “*four-day window*” for even being put on a “Waiting List” **produced no results whatsoever except that the “system” subsequently had “No Record” many month after the first year, even despite of my otherwise having “*recorded*” my being issued “Confirmation Number(s)”.** This presents me with even

further EVIDENCE that the “system” in MICHIGAN is “totally dysfunctional”, like so many other systems in the corrupt, racketeering “CORPORATE ‘STATE OF MICHIGAN’”. (See screen shots of web pages below)

4/27/2019

Plymouth Housing Commission - Online Waiting List Application



Plymouth Housing Commission

Online Waiting List Application

1160 Sheridan Street . Plymouth, MI 48170 . (734) 455-3670 .

Registration

Registration was successful!

Thank you for registering to be on our waiting list. When the enrollment period has ended we will begin the selection process. Please check back to see what your status is after the enrollment period end date. **Your tracking number is below.** Please hold on to it for your records and future inquiries.

Tracking Number

LD1JZXNXC7

Current Time: 04/27/2019 5:10pm

Registration is currently open

The application must be filled out completely in order to have an opportunity to be placed on the waiting list.

Fields marked with a * indicate required information.

<https://plymouths2019.hdswaitinglist.com/register>



Plymouth Housing Commission

Online Waiting List Application

1160 Sheridan Street . Plymouth, MI 48170 . (734) 455-3670 .

Registration

Registration was successful!

Thank you for registering to be on our waiting list. When the enrollment period has ended we will begin the selection process. Please check back to see what your status is after the enrollment period end date. Your tracking number is below. Please hold on to it for your records and future inquiries.

Tracking Number

Z1WW92NIE1

This number has produced no notices or other results whatsoever in the last 6 months.

Registration Status

Enrollment Period:

06/26/2020 12:01am - 06/30/2020 11:59pm

54. I was not required to report any income in 2019 to the INTERNAL REVENUE SERVICE, and have received only one Economic Impact Payment (stimulus check) so far pursuant to Section 2201 of the CARES ACT.
55. I am unable to pay a full housing payment this month because of my being a CRIME VICTIM of a “CONSPIRACY TO DEFRAUD” by Donald Thorpe, Jr. and STATE BAR OF MICHIGAN domestic terrorist member, Ava Ortnier. I am herein duly reported these crimes, as they are characteristically linked to other previously reported CRIMES – which I reported in repeated fashion but to no avail. This was due to the prevalence of multi-tiered RICO crime syndicates

usurping the sovereign Constitutional powers originally delegated to legitimate “government”, only to be used against the People by “wheel conspiracy” and “chain conspiracies” of seditious and treasonous factions of “domestic terrorists” masquerading as government and *quasi-government*.

56. I am unable to pay a full housing payment this month because, in the same fashion that I originally paid Donald Thorpe, Jr. the equivalent of my “*last month rent*” in advance in 2012, **for over a year now I have paid nearly twice the amount of \$500 per month as Donald Thorpe reported to the STATE OF MICHIGAN that I actually owed in “obligation”**. As such, I now stand to collect on my many months of overpayment to carry me over for any “*partial payments that that are as close to the full payment as my circumstances may permit*” after being criminally defrauded by Donald Thorpe, Jr. and STATE BAR OF MICHIGAN crime syndicate member Ava Ortnier. Other peripheral reasons are covered under the CDC’s latest ORDER by and through the TRUMP ADMINISTRATION, taking also into account other nondiscretionary expenses and the costs of continuing my best efforts to obtain all available government assistance for rent or housing as proven already by EVIDENCE above.
57. If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.

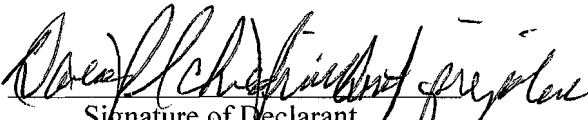
“ADDENDUM” TO “NOTICE OF INTENT TO LIEN”

58. I understand that until those purporting to be “government” swear their solemn Oath of Office but regularly demonstrate their publicly disseminated words to be mere “*lip service*”; and true “*accountability*” to the sovereign People under any truly existing “CONSTITUTION” and Oath to “*faithful performance*” is actually supported by “*performance bonds*”. Having spent years using MICHIGAN “laws of transparency” and scores of FOIA requests and demands, I have discovered with certainty that STATE elected officials and appointed officials are NOT comporting with legislation requiring “performance” bonding, “blanket bonding” or “blanket insurance”, or any other third-party compensation for violations of Oath, for criminal gross negligence or malfeasance. Instead, I have discovered that the STATE operates on a CORRUPT pattern and practice of being “Self-Insured” while operating CORRUPT COURTS that provide only non-jury remedies back to the People while never exposing the actual multi-tiered RICO CRIMES being actually committed by STATE “principals” (or “officers”) and their “agents” (or “functionaries”) and never providing “We, The People” with direct access to our own “access” to juries and – more importantly – GRAND JURIES of our own sovereign People for investigating the reported CRIMES of “government usurpers” acting instead as DOMESTIC TERRORISTS.
59. The results of my research findings, as stated in the preceding paragraph, are well known by the highest ranking RICO CRIMINALS of the STATE, consisting primarily of those identifying themselves as MICHIGAN’s “nobility” class in membership of the STATE BAR OF MICHIGAN with a monopoly on all Three Branches of “government”. Yet, I have ample PROOF that NONE of the “Branches” take the proper remedial action to realign these patterns and practices back again with the People’s commands as dictated through the MICHIGAN CONSTITUTION(s), even as rewritten the past couple of revisions by mostly STATE BAR card-carrying STATE-licensed “attorneys”. As such, I do not recognize or abide by the “lawlessness” of these “government usurpers”; and I therefore “*govern myself*” by COMMON LAW, by and through my belief in a “Higher Power” to whom my ONLY accountability is bestowed. As my “*lack of confidence*” has grown to such an extent, I will

NEVER consider myself "subject to STATE and LOCAL laws" as long as I know as FACT that "my" government has no actual accountability to me in either "word" or "deed".

60. As my final STATEMENT of this instant "DECLARATION", I herein and hereby place all "parties" on formal NOTICE that – by the FACTS contained above and the EVIDENCE referenced herein as supporting my numerous CRIMINAL COMPLAINTS and CLAIMS IN COMMERCE pertaining to "MICHIGAN government" corruption, racketeering and "domestic terrorism" being committed by Seditious and Treasonous members of the "STATE BAR" and the fiduciary agents and other "puppets" of these "attorneys" – my EVIDENCE now is to be regarded as evidence of the existence of certain threats to the sovereign American People and to America's "Constitutional Republic".
61. As such, my PRIVATE EVIDENCE is being "guarded" and "protected" with my life while I await the TRUE government of "THE PEOPLE" to request from me for COPIES of this evidence, paid for reasonably by those making the request. As these records exist, either in paper and/or digital format in expose of certain NATIONAL SECURITY THREATS to be freely surrendered (by copies) as invaluable "FEDERAL EVIDENCE"; and therefore, like the rest of my personal and private property, these records are never to be considered or treated as "abandoned".

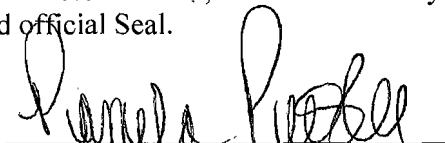
I hereby certify and swear, in good faith, that the entirety of the sixty-one (61) numbered paragraphs above are true, accurate, and correct to the best of my understanding and belief.

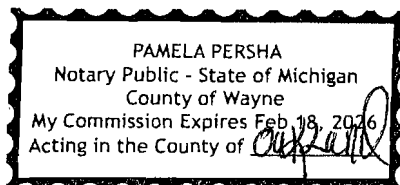

Signature of Declarant

10/15/20
Date

On this 15th day of OCTOBER 2020, before me, David Schied, personally appeared David Schied, known to me (or satisfactorily proven) whose name is subscribed to the within Declaration, in OAKLAND COUNTY of the STATE OF MICHIGAN.

In witness whereof, I hereunto set my hand and official Seal.






NOTARY PUBLIC



TITLE

My commission expires: 2-18-2026

Copies of this DECLARATION are being provided to:

 <p>Paul Gobeille Senior Vice-President Detroit</p>	 <p>Detroit</p>  <p>Colliers Office Plaza, 2 Corporate Drive, Suite 300 Southfield, MI 48076 United States</p>
 <p>Michael Yamada Principal Detroit License #: 6501268781</p>	

CITY OF NOVI MAYOR
and CITY COUNCIL

CITY OF NOVI
45175 Ten Mile Road
NOVI, MICHIGAN
48375



Mayor
Bob Galt
Term: 11/19 - 11/21



Mayor Pro-Tem
David Staudt
Term: 11/19 - 11/23
(Mayor Pro Tem
term concurrent
with Mayor term)



Council Member
Andrew Mutch
Term: 11/17 - 11/21



Council Member
Laura Marie Casey
Term: 11/19 - 11/23



Council Member
Kelly Breen
Term: 11/17 - 11/21



Council Member
Hugh Crawford
Term: 11/19 - 11/23



Council Member
Justin Fischer
Term: 11/19 - 11/21

Carnegie, Mary (DEQ)

carnagiem@michigan.gov

(248) 410-1755

**Kecskemeti, Tracy
(DEQ)**

kecskemetit@michigan.gov

(248) 200-6469

The Attorney Grievance Commission (AGC) is the investigative and prosecutorial arm of the Michigan Supreme Court for allegations of attorney misconduct. The AGC serves to maintain and promote the integrity of the Bar and to protect the public, the courts, and the legal profession.

The AGC has jurisdiction over all attorneys licensed to practice law by the State Bar of Michigan and attorneys otherwise permitted to practice law in the State of Michigan.

Attorney Grievance Commission
535 Griswold, Suite 1700 Detroit, MI 48226

ANY AND ALL PARTIES TO THIS “PROPERTY SALE” AND “EVICTION” ACTION:

- A) Property owner “Carl” – hand delivered at property address in care of tenants;
- B) Any prospective “buyers” are hereby placed on FAIR NOTICE through “service” upon “BROKER”, COLLIER INTERNATIONAL.