

DISTRICT COURT OF THE UNITED STATES  
FOR THE DISTRICT OF SOUTH DAKOTA,  
WESTERN DIVISION

Civ. No. 21-cv-5035

**David Schied**, one of the Sovereign American People; a totally  
and permanently disabled *RECENT QUAD-AMPUTEE*;  
*CRIME VICTIM*; Common Law and Civil Rights  
*sui juris GRIEVANT / CLAIMANT - BENEFICIARY*  
( "*BENEFICIARY*")

JUDGE \_\_\_\_\_

v.

U-HAUL INTERNATIONAL, INC.  
and DOES #1-20

*Counterclaimant / Defendant / Respondent / Trustee*  
( "*TRUSTEE*")

**BENEFICIARY's "COMMON LAW" and "ARTICLE III" COURT OF RECORD with  
"ORIGINAL COMPLAINT" for  
VIOLATION OF CIVIL RIGHTS of a "*totally and permanently disabled quad-amputee*";  
for CIVIL "RICO"; and CRIMINAL "LARCENY" (including "WIRE FRAUD")  
and with  
DEMAND FOR JURY TRIAL and  
DEMAND FOR FEDERAL "SPECIAL GRAND JURY INVESTIGATION"**

David Schied – DISABLED / BENEFICIARY  
P.O. Box 321  
SPEARFISH, S. DAKOTA 57783  
605-580-5121 (all calls recorded)

**BENEFICIARY David Schied, an alleged victim of an attempted murder** (just recently in 2018) and criminal coverup by agents of the UNITED STATES, the STATE OF MICHIGAN, and DTE ENERGY, was horrendously transformed into a totally and permanently disabled quad-amputee. Thereafter – just this year (2021) while living as a totally and permanently disabled man living peaceably and reasonably safely under self-quarantine by sworn, notarized DECLARATION in compliance with the longstanding 2020-2021 "CDC ORDER OF EVICTION MORATORIUM" – **BENEFICIARY** was subsequently criminally "*evicted*" in the dead of Winter. He thus was forced – during a NATIONAL PANDEMIC and without being provided required ADA "*accommodations*" or constitutional "*due process*" by STATE or UNITED STATES court officers – to flee the numerous crime syndicates and domestic

terrorists operating under the false auspices of being *usurpers* and *insurrectionists* otherwise masquerading as the “*government*” of the STATE OF MICHIGAN.

BENEFICIARY now is declaring himself as a “*state refugee*” living in safety with the sovereign People of the STATE OF SOUTH DAKOTA jurisdiction. Herein below BENEFICIARY, as persistent “*CRIME VICTIM*,” as repeated “*GRIEVANT*,” and as long-lasting common law “*CLAIMANT*,” now STATES THE FOLLOWING:

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### JURISDICTION AND VENUE

This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 (“*Federal Question*”), 1332 (“*Diversity of Jurisdiction*”) and may exercise supplemental jurisdiction under 28 U.S.C. § 1367.

Federal courts generally have exclusive jurisdiction in cases such as this one involving the a) violations of the U.S. Constitution; b) violations of federal laws; and, c) disputes between parties from different States. Herein, the amount in federal question and controversy for this case far exceeds \$75,000.

This Court also has jurisdiction under the CARES ACT (and all expansive or extended replacement legislation), the “*AGENCY ORDER*” dated 9/4/20 from the CENTER FOR DISEASE CONTROL calling for “*Temporary Halt in Residential Evictions To Prevent the Further Spread of COVID-19*,” the “*CONSOLIDATED APPROPRIATIONS ACT, 2021*,” and Criminal Penalties under 18 U.S.C. §§ 3559 and 3571, as well as 42 U.S.C. §271, 42 C.F.R. § 70.18, and the Whistleblower Protection Act of 1989, 5 U.S.C. 2302(b)(8)-(9), Pub.L. 101-12 as amended.

Jurisdiction for Injunctive Relief (both temporary and permanent) is provided against allegations of Discrimination and Retaliation under 42 U.S.C. § 12188 (Enforcement), and 42 U.S.C. § 2000a-3 by claims of violations under the Americans With Disabilities Act (“ADA”), including the “*Duty to Investigate*” and “*Enforcement*” by the U.S. Attorney General.

Venue is proper pursuant to 28 U.S.C. § 1391.

This Court also has personal jurisdiction over all “*Counterclaimants / Defendants / Accused Criminal Perpetrators / Respondents / Trustees*” under 18 U.S.C. §§1962 and 1964.

### **SUMMARY OF THE BACKGROUND HISTORY**

1. This case is being filed by BENEFICIARY David Schied under the federal jurisdiction against TRUSTEE corporation U-HAUL INTERNATIONAL, INC. for violation of the laws of the United States of America governing the obligations of corporations towards persons with disabilities; and governing the violations of conduct of corporate “*persons*” under the RICO ACT.
2. Violations of the provisions of the U.S. CONSTITUTION governing the rights of *disabled* persons are governed under the FOURTEENTH AMENDMENT and the AMERICANS WITH DISABILITIES ACT.
3. Violations of the RICO ACT are subcategorized into both “*predicate*” and “*secondary*” levels of criminal behaviors which include, among many other criminal behaviors, MISREPRESENTATION and FRAUD (in general), WIRE FRAUD, LARCENY, INTERSTATE BANK FRAUD, a CONSPIRACY (to fraud and) TO DEPRIVE OF RIGHTS UNDER COLOR OF LAW (and “*administrative*” due process).
4. In this case, BENEFICIARY David Schied is one of the Sovereign People of the United States of America, being a “*totally and permanently disabled quad-amputee*” who does not “*drive*” any form of commercial “*vehicle*” using any STATE-issued “*driver’s license*”. Because of his disabilities, BENEFICIARY relies upon his sovereign and perpetual common law Rights to contract with others for carrying out his daily needs, whether they include getting rides to doctors’ offices, or renting commercial vehicles and drivers for personal hire for purposes of moving his personal belongings.
5. BENEFICIARY David Schied is one of the Sovereign People whose posterity is deemed to have either “*created*” or “*ordained*” the constitutions of the STATE(S) and the UNITED

STATES from which “*government*” was born; therefore he and all other Sovereign American People are all “*beneficiaries*” of anything else born out of the permission and authority of the STATE and/or the UNITED STATES.

6. TRUSTEE U-HAUL INTERNATIONAL, INC. is a nationally recognized supplier of commercial vehicles and subcontractor of “*movers*” labor in the UNITED STATES and CANADA. U-HAUL INTERNATIONAL, INC. is a TRUST CORPORATION first incorporated in 1990 in the STATE OF NEVADA, being a CORPORATION “*subject to*” all the laws created in alignment with the U.S. CONSTITUTION as the “*Supreme Law of the Land*” in America.
7. Because U-HAUL INTERNATIONAL, INC. was “*created*” only with the permission and authorization of the Sovereign People’s government “*servants*”, as a private “TRUST”, this CORPORATION has no sovereign rights whatsoever, but is instead a designated “TRUSTEE” accountable to the People’s government servants, and alternatively, accountable to the People themselves.
8. In summarizing the factual history for this case, while exercising his sovereign Right to create private contracts at a time of urgent necessity in which he was being criminally victimized by an unlawful “*home eviction*” in the dead of winter, in the immediate aftermath of an eight-inch (8”) dump of snow, during a National “*COVID*” Pandemic, and accompanying “*Eviction Moratorium*”, BENEFICIARY David Schied responded to U-HAUL INTERNATIONAL, INC. (hereafter “U-HAUL” or “TRUSTEE”, or both) advertising for rental of moving trucks and various types of moving “*dollies*”, by reserving a twenty-six foot (26’) truck and refrigerator dolly for a one-way transport from the STATE OF MICHIGAN to the STATE OF SOUTH DAKOTA.

9. In short, TRUSTEE U-HAUL responded with their part of the agreed upon CONTRACT over the phone; but – at the last minute of date and time truck and rental equipment pick-up in person at the designated U-HAUL facility in MICHIGAN – TRUSTEE U-HAUL pulled a “*bait-and-switch*”, changing not only the “*terms*” of the contract but also the “*nature*” of the contract, all without full disclosure of these unscrupulous, discriminatory, and fraudulent business dealings.
10. Essentially, when reminded again that BENEFICIARY was disabled with a separately contracted driver of his own and otherwise paying cash in advance of his leaving the U-HAUL office, TRUSTEE U-HAUL changed the name on the contract to that of the name of BENEFICIARY’s privately contracted driver, being named herein as “WITNESS #1” Rex David Arsich, intentionally depriving BENEFICIARY of his sovereign Right to establish and carry out contracts of his own free will.
11. Additionally, TRUSTEE U-HAUL caused BENEFICIARY and his “*driver*” to be forcibly compelled to travel on a near empty gas tank to another nearby town whereby a second such unscrupulous, discriminatory, and fraudulent contract was likewise created without full disclosure because the first U-HAUL agent office has failed its obligation to even have a refrigerator in stock as previously promised by the original contract and two subsequent follow-up discussions with BENEFICIARY prior to the date of the 26’ truck pickup on 2/22/21.
12. Subsequently, in spite of BENEFICIARY David Schied paying CASH for the cost of the 26’ truck rental plus a \$100 deposit, after BENEFICIARY dropped the truck off in timely fashion at the agent office for TRUSTEE U-HAUL in SOUTH DAKOTA, no cash deposit was returned back to BENEFICIARY. Instead, TRUSTEE issued a check made out to the “*owner*”

of the U-HAUL CONTRACT, “David Arsich” living in MICHIGAN, making it impossible for BENEFICIARY David Schied to claim back his rightful \$100 amount.

13. Upon arriving and securing safe housing in S. DAKOTA where “*life and death*” eviction threats had finally subsided, BENEFICIARY was prompted by being sent a “*return deposit check*” in the name of his driver, to scrutinize the TRUSTEE U-HAUL’s two “*bait-and-switch*” contracts, discovering only then that the contracts had been secretly placed into the name of “*witness*” Rex David Arsich, but while retaining the forwarding address and bank account information of BENEFICIARY David Schied.
14. In good faith effort to rectify the matter of the un-cashable “*deposit refund*” check being issued in the wrong name of the contracted “*driver*”, BENEFICIARY filed an initial ADMINISTRATIVE COMPLAINT with the agents of principal TRUSTEE U-HAUL. BENEFICIARY was FALSELY informed in response that he would be telephoned by another of TRUSTEE’s agents so to discuss first the resolve of the first one of the two contract matters giving last minute cause for BENEFICIARY and his driver being forced to drive on an empty gas tank to another town to pick up a refrigerator dolly when just the week prior BENEFICIARY had paid a visit to the original “*reservation pickup*” location and was assured by the U-HAUL agent at that first location that both the truck and the dolly would be ready at that same location as originally promised.
15. Nevertheless, instead of telephoning BENEFICIARY to discuss actual damages to BENEFICIARY due to such negligence – which included additional laborers waiting an extra hour in the snow while BENEFICIARY had to take the extra time to pick up the necessary moving equipment from a second U-HAUL agent location – the “*agent-in-charge*” of resolving that first matter on behalf of the TRUSTEE unilaterally decided that \$25 should settle

the matter, depositing twenty-five (\$25.00) into BENEFICIARY's bank account without BENEFICIARY's knowledge or permission; again, discriminatingly depriving BENEFICIARY of control over his own agreements and/or disagreements with TRUSTEES, even relative to transactions in his own banking accounts.

16. Subsequently, after having received the "*deposit refund*" check in the wrong name, researching the actual "*bait and switch*" terms of the contract with the driver, and discovering that the U-HAUL "*complaint resolve*" agent in charge of the first issue had unilaterally "*resolved*" the matter without honoring the verbal assurance by U-HAUL's "*complaint intake*" agent over the phone several days earlier, BENEFICIARY spent about a half a day making a series of phone calls while attempting to get to the managers of the CORPORATE OFFICE in effort to file a separate SECOND ("*expanded*") COMPLAINT that encompassed all of the above.
17. The action of BENEFICIARY "*filing*" this second ("*expanded*") complaint resulted in a "*reopening*" of the first complaint, as well as a new "*complaint reference number*" for the second complaint, in which **BENEFICIARY had made amply clear that at both of the MICHIGAN agent locations, two separate contracts were made with BENEFICIARY's hired driver, resulting in two separate instances of TRUSTEES U-HAUL depriving BENEFICIARY David Schied of his right to contract on his own** for the rental of a 26' truck and refrigerator dolly, in spite of his being disabled and not being issued a STATE license to commercially "*drive*".
18. Each of the U-HAUL agents did acknowledge the reasonableness of each of BENEFICIARY's TWO COMPLAINTS, particularly as they related to the BENEFICIARY pointing out the Civil Rights violations inherent in changing the terms and the nature of the two contracts while discriminatingly depriving BENEFICIARY of his right to contract on his own rather than to

have to rely upon someone else to intervene by having the “*original contract*” transferred to TWO contracts with an unrelated hired driver – especially when BENEFICIARY had paid cash up front for the rental of the 26’ foot U-HAUL truck and the refrigerator dolly in accordance with the stated terms of the ORIGINAL CONTRACT, as well as a SECOND “original contract” in two separately RECORDED telephone conversations.

19. In what TRUSTEE U-HAUL made to believe were resolves of the two separate complaints, U-HAUL asked for and was granted special permission by BENEFICIARY David Schied for U-HAUL to make two additional deposits into BENEFICIARY’s federally-insured personal banking account in the STATE OF MICHIGAN.
20. The first of these two additional deposits was for \$100 (one-hundred dollars) as an agreed upon added remedy to the first \$25.00 deposited as an agreed “*final settlement*” for BENEFICIARY having to leave his laborers waiting in the snow for an extra hour while he and his driver were compelled to travel – on U-HAUL’s behalf – with the 26’ U-HAUL truck on a near-empty tank of gas to another town to pick up a refrigerator dolly from another U-HAUL location.
21. The second of those two additional deposits was also for \$100 (one-hundred dollars) as an agreed upon replacement for the worthless \$100 “*deposit refund*” check that was un-cashable because it was tendered out by TRUSTEE U-HAUL in the name of BENEFICIARY’s driver.
22. The CIVIL RIGHTS claims were never further addressed because BENEFICIARY was acting in good faith to have the other two “*settlement*” amounts finalize the matters, to at least the extent that U-HAUL regional agent, “WITNESS #2” **Jessie Brown**, had provided his assurance that BENEFICIARY would be able to share a **THIRD COMPLAINT** about the “*corruption*” of U-HAUL’s multi-tiered operations – locally, regionally, and nationally in wrongful “*finger-pointing*” with arbitrary and conflicting stated “*policies and procedures*”



on rental transactions and agent/corporate responsibilities for various aspects of transactions – **with Brown’s supervisory “corporate-level” supervisor, “WITNESS #3” Scott Baker, which was ultimately thwarted altogether by TRUSTEE U-HAUL’s corporate agent Baker.**

23. Having acted in bad faith to once again bar BENEFICIARY David Schied from completing his THIRD CONTRACT with TRUSTEE for a resolve of the multi-tiered “*Civil Rights*” and corporate (“(RICO”) *Corruption*” issues, BENEFICIARY has retained all of his rights, being without “*final remedy*”. Hence, BENEFICIARY has filed this instant case for the resolve of the COMMON LAW, CIVIL RIGHTS and RICO violations.
24. Furthermore, with BENEFICIARY still acting in good faith to take priority actions against his **other federal case of criminal victimization** occurring (in relevant part) through the “*eviction*” making renting a 26’ truck from U-HAUL necessary in the first place, while putting the UNFINISHED U-HAUL MATTERS on the “*back burner*” for a couple of months – TRUSTEEU-HAUL suddenly committed blatant additional RICO crimes against BENEFICIARY David Schied including WIRE FRAUD, LARCENY, FRAUD (in general), and other FINANCIAL CRIMES (i.e., of INTERSTATE BANK FRAUD).
25. **These added RICO CRIMES were conducted** – again without prior consultation, reasoning, or any other rational explanation – **against BENEFICIARY while TRUSTEE U-HAUL was referencing its FRAUDULENT CONTRACT with BENEFICIARY’s paid third-party driver as their justification. Thus, TRUSTEES U-HAUL FRAUDULENTLY associated that third-party contract, driver’s name, STATE OF MICHIGAN driver’s license, and alleged driving “record” with BENEFICIARY’s own personal banking account and private asset finances, for purposes of U-HAUL committing BANK FRAUD, WIRE**

**FRAUD, LARCENY, and other financial crimes in even further violation of the RICO ACT.**

**CONCISE STATEMENT OF FACTS**

26. BENEFICIARY David Schied repeats paragraphs 1-25 above as if reiterated herein verbatim giving proper overview of the specific FACTS as concisely enumerated below according to dates, while naming the WITNESSES and COMPLAINT NUMBERS, and identifying the varied items of EVIDENCE.

**FACTS RELATED TO U-HAUL AGENT #1**

27. On 1/28/21, perceiving his life and worldly belonging to be in mortal danger of being “*evicted*” from the only home he had known – and paid for consistently each month without fail for the previously nearly nine (9) years – BENEFICIARY David Schied telephoned the toll-free line for TRUSTEE U-HAUL as found with a marketing advertisement posted publicly online. ON A RECORDED LINE, TRUSTEE U-HAUL guaranteed the reservation of a 26’ moving truck and a refrigerator dolly scheduled for pickup on February 22, 2021 at a local agent for U-HAUL called NOVI FEED, LLC. in BENEFICIARY’s hometown of NOVI, MICHIGAN. That reservation number was #87612112.

28. In establishing this reservation #87612112, U-HAUL required some type of financial instrument – either a credit card or debit card – as a matter of their corporate “*policy and practice*”. So, BENEFICIARY provided his debit card number with the HUNTINGTON BANK (“WITNESS #4”) with the full stated understanding by TRUSTEE U-HAUL that BENEFICIARY intended to pay CASH on the day of the truck pickup, and that therefore the banking “debit” card was only to be used for purpose of “reserving” the truck and moving

dolly, and not in any way, to be paying for anything. BENEFICIARY thus furnished his debit card number based upon the VERBAL CONTRACT with TRUSTEE that the card was not to be used for any other purpose but to RESERVE the items in accordance with U-HAUL's unilateral requirement. (Bold emphasis and underlined emphasis added)

29. Further, from the beginning of his interaction with TRUSTEES U-HAUL on recorded telephone calls, BENEFICIARY David Schied was candid in revealing that he was a *"totally and permanently disabled quad-amputee"* and that he would be not personally have a driver's license when picking up the truck because he is no longer able to drive and was no longer licensed to drive; but that he intended to have a STATE-licensed associate drive the reserved 26' truck to its out-of-state destination instead. The U-HAUL agent agreed with this CONTRACTUAL arrangement by qualifying that U-HAUL would simply *"add"* or *"use"* the actual *"driver's"* information to its CONTRACT WITH BENEFICIARY, without taking further issue in the matter.

#### FACTS RELATED TO U-HAUL AGENT #2

30. The following day of 1/29/21, BENEFICIARY telephoned – on a RECORDED LINE – the intended *"receiving agent"* for the U-HAUL equipment at the SPEARFISH, SOUTH DAKOTA destination to verify their ability and willingness to receive the 26' truck and refrigerator dolly should that location be finalized at the time when the truck and dolly pickup was to be carried out on 2/23/21.

31. On 1/29/21, TRUSTEE U-HAUL also sent written confirmation by email to BENEFICIARY with the reservation number of #87612112.

FACTS RELATED TO U-HAUL AGENT #3

32. Nine days later, on 2/8/21, BENEFICIARY took the initiative to verify his pending reservation for accuracy by telephoning U-HAUL Agent “Andrew” (“WITNESS #5”) at NOVI FEED, LLC as the “agent” for “principal” TRUSTEE U-HAUL. On a recorded line, “Andrew” first insisted that he could not locate the referenced “reservation #87612112”. Then after continued looking, **said that the reservation was NOT for a 26’ truck and refrigerator dolly, but instead was for a portable “storage unit”, which he also referred to as a “U-BOX”.** (Bold emphasis)
33. TRUSTEE agent “Andrew” stated that it was a good thing BENEFICIARY had called because he was going to start a whole new reservation for the same, while he then processed with a **whole new Reservation Number #88191471.** Andrew sought again to search for the previous reservation based upon BENEFICIARY’s phone number. That was when he found the “storage unit” (U-BOX) reservation; but when BENEFICIARY asked why that reservation number could not be found by the reservation number, U-HAUL agent “Andrew” did not answer but instead continued processing the new reservation while asking questions of BENEFICIARY. When BENEFICIARY repeated his questioning about why the reservation number lookup failed to yield any result, “Andrew” reasoned only that “**U-HAUL’s system must be messing up**” and that he would instead create a new reservation. (Bold emphasis)
34. While reaffirming all of the same “order” for a 26’ truck and refrigerator dolly from the initial reservation, BENEFICIARY made a single change from the first “order” by making the “pick-up” date on 2/22/21 rather than 2/23/21, being a one day change of date and a corresponding one date change on “drop-off” in South Dakota.
35. While guaranteeing the price that BENEFICIARY had been quoted on the initial reservation ten days earlier, U-HAUL agent “Andrew” seemingly had no clue of what that amount was

despite claiming to have found the previous reservation. When BENEFICIARY informed him that the amount had been previously set at \$1360 plus \$12 for the dolly and \$98 for liability insurance. He repeatedly assured BENEFICIARY that he would then have his “*principals*” at U-HAUL “*cancel*” or “*wipe*” away the previous reservation.

36. When consummating this NEW CONTRACT with TRUSTEE U-HAUL in response to “*Andrew*” requesting a debit card or credit card, BENEFICIARY specifically asked whether or not U-HAUL intended to place any “*charges*” on the card, and this U-HAUL agent answered unequivocally that NO CHARGES WOULD BE MADE TO THAT ACCOUNT, but the number was ONLY for purposes of “*holding the reservation*”. (Bold emphasis, underlined emphasis added.)

37. Before the call ended, BENEFICIARY made clear that he was totally and permanently disabled. During this conversation, BENEFICIARY made clear that by confirming the change of pickup date from 2/23/21 to 2/22/21 he would be ensuring that pre-arranged labor would be waiting for him at the location where his belongings would be loaded. He also obtained “*Andrew’s*” assurance that at the point of pickup of the 26’ truck and refrigerator the “*drop-off*” location can and would be provided by BENEFICIARY as deemed solely by BENEFICIARY by agreement with the U-HAUL “*receiving agent*” in SPEARFISH, S. DAKOTA.

38. That very same day of 2/8/21, TRUSTEE U-HAUL sent BY WIRE – the reservation confirmation number of the NEW CONTRACT; and by a separate email, also sent notice of cancellation of the “*first*” contract. This new confirmation reflected the 2/22/21 “*pick-up*” and new “*drop-off*” date of 2/26/21 for the 26’ truck; but it did not list the refrigerator dolly or the determined cost of the arrangement. The email was captioned, “Your U-HAUL Order”.

FACTS RELATED TO U-HAUL AGENT #4

39. The following week, being around 2/16/21 or 2/17/21, BENEFICIARY was driven by his next-door neighbor ("WITNESS #6") to the NOVI FEED, LLC. location for the purpose of verifying the availability once again of the truck and moving dolly because, at that very time, BENEFICIARY was being CRIMINALLY VICTIMIZED and his need for this truck and equipment had turned into a LIFE AND DEATH escalated situation.
40. Upon entering the NOVI FEED property, BENEFICIARY and his WITNESS #6 were able to see many 26' trucks in the parking lot. Upon entering the building "Andrew" was not there that day and another seemingly much older and experienced "*counter agent*" (subsequently identified as named "Al") **verified all of the terms of the NEW CONTRACT #88191471 while reaffirming the terms of the first (initial) contract, being that since BENEFICIARY was clearly seen then as "*totally and permanently disabled*", that he would be hiring a third-party STATE-licensed driver to actually be the one facilitating the move. BENEFICIARY also clarified at that time that he would be paying the contract out in CASH and that his banking card used for the reservation "*hold*" would not be used for any other purpose since he intended to pay for everything in cash.**
41. On this date of personal visit to NOVI FEED, LLC as the U-HAUL agent of TRUSTEE, BENEFICIARY and his WITNESS #6 waited an extra amount of time so that the "*counter agent*" on duty that day could verify with no degree of uncertainty that the reserved refrigerator dolly was indeed in stock and would be ready along with one of the 26' trucks clearly seen in the driveway outside. (Bold and underlined emphasis added)

FACTS RELATED TO U-HAUL AGENT #5

42. Then, on the actual date of truck and equipment pickup, it was “*Andrew*” at the counter facilitating the entire transaction and receiving the full amount of the contract from BENEFICIARY in CASH. At the counter, BENEFICIARY had his separately contracted “*licensed driver*” with him; however, when registering “*WITNESS*” Rex David Arsich as the licensed driver hired to take BENEFICIARY and his belongings to S. Dakota, U-HAUL Agent “*Andrew*” instantly transferred BENEFICIARY’s contract into the name of the driver, depriving BENEFICIARY of the right to ownership of that contract BECAUSE he was disabled and could not produce STATE authorization to “*drive*” a commercial “*vehicle*”.
43. This action by U-HAUL to deny BENEFICIARY the contract for the truck on the spot – while distracting BENEFICIARY additionally by surprise notice **that the refrigerator dolly was no longer available and that a separate contract would be forced upon BENEFICIARY in violation of BENEFICIARY’s first TWO contracts with U-HAUL to be made with yet another U-HAUL agent in another nearby town** – was done WITHOUT DISCLOSING THAT FACT that U-HAUL was unilaterally and discriminatingly obliterating the terms of BENEFICIARY’s SECOND (as well as first) CONTRACT and unilaterally creating its own, albeit criminally corrupt, terms in secret.
44. WHEN this U-HAUL agent printed out the “*receipt*” for BENEFICIARY’s cash payment for the truck, the dolly, the liability insurance, and the \$100 deposit, BENEFICIARY was led then to believe that the name of “*David Arsich*” was merely listed as “*driver*” on the contract document in case his paid driver was stopped on the road by law enforcement. BENEFICIARY, therefore, had not become aware that the **entire contract had been changed over to the name and ownership of WITNESS “[Rex] David Arsich”** until after

**dropping off the U-HAUL truck and being delivered a \$100 check by mail in the name of “David Arsich” for the cash deposit that had otherwise been FRAUDULENTLY promised by “Andrew” to be returned to BENEFICIARY as the original contract owner.**

(Bold emphasis and underlined emphasis added)

45. While BENEFICIARY David Schied completed the terms of his CONTRACT PROMISES to U-HAUL by returning the 26' truck and refrigerator dolly in excellent condition, being promised a *“full refund of the cash deposit”* by the *“receiving agent”* of U-HAUL on 2/26/21, a few days later TRUSTEE U-HAUL instead issued a check to the SURPRISE NEW CONTRACT OWNER of *“David Arsich”*, thereby making it impossible for *“quad-amputee”* to receive back his cash deposit as repeatedly FRAUDULENTLY promised by U-HAUL agents...at least without great emotional upset and administrative servicing of the U-HAUL account details with a plethora of U-HAUL agents, all without a subsequent contract for pay.
46. As previously articulated in the above-referenced “SUMMARY OF THE BACKGROUND HISTORY” for this case, BENEFICIARY was forced by TRUSTEE U-HAUL into what amounts to administrative slavery (or “involuntary servitude”) in order to deal with its CORPORATE streamlining of *“policy and practice”* of discriminatingly transferring disability contracts and “deposit refunds” to third parties in effort to get back his original CASH deposit tendered to U-HAUL’s agent *“Andrew”* under FRAUDULENT but otherwise concretely pre-established terms.
47. Such *“slavery”* was commanded – without compensation and without voluntary consent – by U-HAUL through a long series of phone calls involving CORPORATE unaccountability marked by virtually endless finger-pointing to compartmentalized *“duties”* and *“responsibilities”* for correcting the FRAUD perpetrated onto BENEFICIARY’s verifiable



account by other U-HAUL agents. The vast number of hours were all RECORDED by BENEFICIARY over a period of days in the immediate aftermath of U-HAUL issuing a check to their “*contract holder of record*”, being David Arsich, in the amount owed of \$100.00.

48. Additionally, these hours were combined with other hours spent by BENEFICIARY in having to address the complaint-worthy “*administrative*” matter of BENEFICIARY having to waste his time and the time of his paid driver, the cost of labor waiting in the snow for the truck to load, and the gas/mileage used up for BENEFICIARY and his driver to pick up the refrigerator dolly from another town altogether at the last minute in order to fulfill a “*life and death*” need to move from a FORCED, CRIMINAL eviction.

49. As also articulated already far above, this second administrative matter of the “damages” associated with the SECOND (“NEW”) CONTRACT necessitating at the last minute a THIRD CONTRACT with the FARMINGTON HILLS (U-HAUL) facility for the separate rental of the refrigerator dolly at the last minute in violation of the SECOND CONTRACT, was unilaterally addressed by U-HAUL, purportedly by TRUSTEE’s agent named “Jessie Brown”.

#### FACTS RELATED TO U-HAUL AGENT #6

50. The “*complaint-worthy administrative matter*” began with a 24-minute phone call to a U-HAUL “*complaint*” or “*customer service*” line on 3/4/21 at 800-468-4285 and speaking directly with “*Brian*” ON A RECORDED LINE. In that call, BENEFICIARY expressed that one of the reasons that he was calling was to settle the first administrative matter of whether clients are found under a “*phone*” number or under a “*reservation*” or “*order*” number, in response to Brian first wanting to look up the “*contract*”. With BENEFICIARY giving first the contract description as or “*order*” #87612112 and asking if Brian – as TRUSTEE agent –

could look at his own RECORD and determine why it was that that the initial contract needed to be cancelled with a whole NEW CONTRACT issued under a separate “*reservation*” or “*order*” number. Instead of doing the leg work himself to answer that question, U-HAUL agent “*Brian*” stated that this would need to be handled in the future by BENEFICIARY on his own accord with other agents of U-HAUL.

51. During this 3/4/21 conversation, BENEFICIARY made clear that he was a totally and permanently disabled quad-amputee and needed U-HAUL to be the one to provide “*reasonable accommodations*” as otherwise required under the AMERICANS WITH DISABILITIES ACT. With regard to the “*resolve*” of the first aspect of this multi-faceted “COMPLAINT” filed this day of 3/4/21, Brian stated ON A RECORDED LINE that all he could do was to assure BENEFICIARY that “*a managerial representative could call back within 72 hours*” to discuss a more formal resolve. That, of course, did not happen because, purportedly, U-HAUL AGENT “Jessie Brown” took unilateral action to award BENEFICIARY \$25.00 instead; then promptly closed the case after adding that money to BENEFICIARY’s private bank account WITHOUT EITHER BENEFICIARY’s KNOWLEDGE OR PERMISSION.

52. The second aspect of BENEFICIARY’s multi-tiered COMPLAINT, as explained to U-HAUL Agent “*Brian*”, pertained to the FACT that on “*pick-up*” day, the NOVI FEED, LLC. U-HAUL AGENT (“*Andrew*”) had been blaming the CORPORATE OFFICES of U-HAUL as being at fault for not having the refrigerator dolly still at the NOVI FEED location after BENEFICIARY had come by with his next-door neighbor the previous week to reaffirm that all would be ready the following Monday morning (2/22/21) for the truck and dolly pick-up. THIS was the ONLY aspect of this multi-tiered COMPLAINT that U-HAUL agents ever really attempted to address by Jessie Brown’s initial action of gaining UNAUTHORIZED

BANKING ACCESS for purposes of carrying out a FRAUDULENT initial banking transaction on behalf of TRUSTEE U-HAUL. (Bold emphasis added)

53. BENEFICIARY David Schied made clear that the SAME person was acting on U-HAUL's behalf in both the circumstance of cancelling the first contract, and blaming the corporate offices for the FAILURE of U-HAUL in honoring the terms of the SECOND CONTRACT, making necessary for a THIRD (*"last minute"*) CONTRACT to be created at the FARMINGTON HILLS location for the rental of the refrigerator dolly that was supposed to have been included in the terms of the fulfilling the (first and) second contract(s) at NOVI FEED.

54. BENEFICIARY (not yet knowing that U-HAUL had dishonored the second contract and had instead transferred that contract to the third-party licensed driver for discriminatory reasons) asked "*Brian*" whether he knew if the "*deposit refund*" had been issued yet; asking that if not, that BENEFICIARY's cost for gas getting to FARMINGTON HILLS (to pick up the new dolly), and the cost for his time and his driver's time – as well as the labor costs of all of the "*movers*" left waiting in the cold at the house while a THIRD CONTRACT had to be created in the city of Farmington Hills for the refrigerator dolly.

55. In answer, U-HAUL agent "*Brian*" had only to state that he "*would add it to the file*" for resolve by the purported "*manager*" who was to be calling within 72 hours. He also affirmed that the \$100 refund check had already been sent. When asked what phone number TRUSTEE U-HAUL would be using for the 72-hour "*follow-up*" call, "*Brian*" reported having a phone number for BENEFICIARY that was no longer in use after the move. Therefore, BENEFICIARY provided his new phone number for the sole purpose of management's follow-up to remedy this multi-tiered COMPLAINT.

FACTS RELATED TO U-HAUL AGENT #7

56. In spite of U=HAUL agent “*Brian*” giving his word that a PHONE CALL would ensue to remedy the costs associated with the “*detour to FARMINGTON HILLS to pick up the refrigerator dolly and create an entirely new contract*”, the following day BENEFICIARY got EVIDENCE by email message from U-HAUL that it was U-HAUL “*AREA FIELD MANAGER*” Jessie Brown who had not actually processed that refund until that following day of 3/5/21 – WITHOUT using the telephone number provided the previous day to “*Brian*” as TRUSTEE’s bona fide “*agent*”.
57. This email clearly showed the TRUSTEE U-HAUL had made the payment out to the “licensed MICHIGAN driver David Arsich” as the actual OWNER OF THE SECOND CONTRACT instead of BENEFICIARY. Thus, this was the very first date of notice in which BENEFICIARY had begun to suspect that he had been DISCRIMINATED against by U-HAUL (again) UNILATERALLY DENYING HIS CONTRACT based upon his inability to drive as a disabled person. (Bold and underlined emphasis added)
58. It was also BENEFICIARY’s first observance that TRUSTEE U-HAUL was otherwise engaging in unauthorized access to BENEFICIARY’S banking account for purposes of otherwise engaging in FRAUDULENT FINANCIAL TRANSACTIONS and other RICO CRIMES. (Bold and underlined emphasis added)
59. In short, BENEFICIARY was forced into “*administrative servitude*” for several hours on 3/18/21 speaking ON RECORDED LINES with the following agents of TRUSTEE U-HAUL, with each of the call lengths lasting as follows and with the following summary descriptions of the call results.

FACTS RELATED TO U-HAUL AGENT #8

60. U-HAUL AGENT “Al” at NOVI FEED, LLC. stated (in a call lasting 13 minutes) that the “*fault*” in the “*deposit refund*” check being made out in the name of David Arsich was that of the place where the 26’ truck was returned as the U-HAUL agent in SPEARFISH. He refused to undertake any administrative action for remedy; but instead informed BENEFICIARY that “*when [U-HAUL agents] take a picture of the driver’s license, [the U-HAUL] system automatically [as a matter of “policy and practice”] switches [the contract] from whatever name is on the contract to the name on the driver’s license as the NEW CONTRACT HOLDER*”. To this “counterclaim”, BENEFICIARY explained to this U-HAUL agent that this effectively “*automatically*” barred disabled persons who do not commercially “*drive*”, but who do exercise their “*Right to Travel*”, from exercising that right, being a discriminatory violation of the “CIVIL RIGHTS” of BENEFICIARY.
61. Upon notice by BENEFICIARY to “Al” / NOVI FEED that Al’s “finger-pointing” to this “CONTRACT TRANSFERENCE” being a CORPORATE problem with hard-wiring of U-HAUL’s “computer system” was akin to “Andrew’s” finger-pointing to the CORPORATE-LEVEL failure of U-HAUL to ensure the refrigerator dolly would remain at its original location after it had been first reserved – TWICE – and verified for a THIRD time to be available at that NOVI FEED location, all “Al” had to state was the “*we just rent them out*”, while reaffirming “Andrew’s” finger-pointing and absolving NOVI FEED from having any accountability for the “damage” to BENEFICIARY – making those statements ON A RECORDED LINE. (Bold emphasis and underlined emphasis added)
62. BENEFICIARY also informed U-HAUL Agent “Al” / NOVI FEED that when in earlier discussion with TRUSTEE U-HAUL’s agent in registering his initial COMPLAINT(S) on

these matters that another U-HAUL representative had stated its adamant disagreement with “Andrew’s” and “Al’s” joint assertion that these agents were NOT responsible in any way for U-HAUL’s “CORPORATE” level CORRUPTION and its damages to clients, despite NOVI FEED being actively involved in that corruption as “*agent*” for its “*principal*”.

63. In response, all U-HAUL Agent “Al” would say or do was to claim that because he personally had the day off on the “*date of pick-up*” he is claiming full absolve of having any connection to this matter – while acting, again, as the AGENT FOR TRUSTEE U-HAUL. **Thus, he FORCED the onus for administratively solving this issue upon BENEFICIARY through “*involuntary servitude*”, in violation of the THIRTEENTH AMENDMENT to the U.S. CONSTITUTION.** (Bold emphasis and underlined emphasis added)

64. In further discussing the matter with “Al”, it was determined by mutual satisfaction based upon both parties’ recollection, that it was indeed “Al” who had been present as the “*counter agent*” that day when BENEFICIARY had been in with his next door neighbor (WITNESS) to verify that the refrigerator dolly was indeed present and available as an integral part of the CONTRACT that “Al” at NOVI FEED / U-HAUL had then verified was then still in good standing the very week before the date/time of the truck and dolly “*pick-up*”.

65. In finalizing the call, U-HAUL Agent “Al” / NOVI FEED simply “*finger-pointed*” to U-HAUL AREA FIELD MANAGER Jessie Brown (at cell phone 810-447-8977 in HARTLAND, MICHIGAN) for proper clearing up of the “*CASH security deposit*” refund that was taken under FRAUDULENT PRETENSES of being under one contract, but then applied altogether to a separate CONTRACT with BENEFICIARY’s driver, David Arsich.

66. After leaving this call, BENEFICIARY remained on the RECORDED LINE while telephoning U-HAUL agent Jessie Brown and leaving a pertinent message with the date of 3/18/21 as the

date of the call and a clear articulation of BENEFICIARY's new cell phone number in S. DAKOTA.

FACTS RELATED TO U-HAUL AGENT #9

67. On 3/18/21, upon hanging up from leaving his message to **WITNESS Jessie Brown**, BENEFICIARY telephoned the S. DAKOTA agent of U-HAUL where he dropped off the truck, explaining to that person that NOVI FEED agents of U-HAUL had **finger-pointed** the blame for the wrong name on the "*deposit refund*" check being a responsibility of the "*drop-off*" location as the U-HAUL agent. In answer to that allegation, this U-HAUL office agent stated instead that the underlying "*fault*" – as well as the solution – lay with the "*U-HAUL MAIN TRAFFIC OFFICE FOR U-HAUL CORPORATE IN NORTH DAKOTA*" at the phone number of 701-235-9141.
68. Yet, when BENEFICIARY called that 701-235-9141 number and explained a short summary of the above to **U-HAUL Agent "Kylee"** concerning the "*deposit refund*" and the "*contract transfer*" circumstance, this latest agent of TRUSTEE U-HAUL took extensive time to review the U-HAUL CORPORATE RECORD (while BENEFICIARY remained on the RECORDED phone line) and subsequently finger-pointed the matter to "*[her] CORPORATE OFFICE*", which she stated was instead in the CITY OF PHOENIX, of the STATE OF ARIZONA.
69. In response, BENEFICIARY clarified that another of U-HAUL's many AGENTS in Spearfish, S. Dakota – being "*DAKOTA TWIN*" – had asserted that the NORTH DAKOTA office where Agent "Kylee" was at was THE "*Corporate Office*". TRUSTEE U-HAUL's "Agent Kylee" differed with that assertion, stating that the "*U-HAUL MAIN TRAFFIC OFFICE*" was a "*regional*" office but not "*the CORPORATE OFFICE*". Instead of administratively handling

the situation that BENEFICIARY had just explained to this U-HAUL agent, "Agent Kylee" – like the other agents of TRUSTEE U-HAUL – absolved herself of all administrative responsibility, instead forcing BENEFICIARY once again into the role of INVOLUNTARY SERVITUDE, in violation of the THIRTEENTH AMENDMENT.

70. Agent Kylee then gave the number of 800-468-4285 and subsequently "forwarded" BENEFICIARY's phone call to that number WITHOUT staying on the line to further assist, leaving BENEFICIARY on a long "hold" with a recording identifying the forwarded location as being "U-HAUL CUSTOMER SERVICE". Before being transferred there, BENEFICIARY specifically asked whether he would be able to speak at that phone number with "*some \$10.00 an hour front-line worker*" or a "*corporate executive of U-HAUL*" and U-HAUL Agent Kylee FRAUDULENTLY MISREPRESENTED the latter as a matter of verifiable fact. Yet, as soon as the phone call was forwarded, BENEFICIARY was immediately confronted by a U-HAUL recording that clarified that **the number for which he had been forwarded by Agent Kylee was instead "for Reservations...for Accounting ... [and]... for Roadside Assistance" and NOT THE CORPORATE OFFICES.**

#### FACTS RELATED TO U-HAUL AGENT #10

71. BENEFICIARY had RECORDED that he was "*on hold*" for a full half-hour before then being connected to another of U-HAUL's agents – "Agent Hannah" – who stated when asked that "*[she] doesn't have an employee number*", while also refusing to answer BENEFICIARY's two-pronged question of whether she was "*the only Hannah at her location*" and "*whether her location was at the corporate office in PHOENIX, ARIZONA*". Agent Hannah actually did not even know what phone number she answers to in what she described was "*the Call*"



*Center here*", again without disclosing here exact city location, in a **CORRUPT effort to retain her unaccountability and anonymity.**

72. When BENEFICIARY identified the phone number FRAUDULENTLY stated by "*Agent Kylee*" as the number of the CORPORATE OFFICES, "*Agent Hannah*" identified that same number as being the U-HAUL "*Sales and Reservation*" phone number, which is one and the same as "1-800-'GO-U-HAUL'" (800-468-4285) that Agent Kylee had **FRAUDULENTLY MISREPRESENTED** to be the number of the CORPORATE OFFICES.

73. Agent Hannah then attempted to provide BENEFICIARY with the phone number of "*Customer Service*" rather than to the executive offices of the CORPORATE offices where corporate "*Principals*" of **Edward "Joe" Shoen ("WITNESS #7")** as "**U-HAUL CHAIRMAN/CEO**", Cynthia Wilson ("**WITNESS #8**") as "**U-HAUL PRESIDENT**", and **Robert Peterson ("WITNESS #9")** as "**U-HAUL CFO/CONTROLLER**" can be found. Then, after BENEFICIARY clarified that he wished to speak directly with the U-HAUL CORPORATE "*Principal*" of the "*PRESIDENT*" of U-HAUL (Cynthia Wilson), U-HAUL Agent responded, in short, by stating "*I do not have that information*".

74. The ONLY phone number that U-HAUL "*Agent Hanna*" would provide was that of TRUSTEE U-HAUL's "*Customer Service*" department at 1-800-789-3638. U-HAUL AGENT Hannah then asserted that "*all financial refunds must go through 'customer service'...which some [U=HAUL agents] may refer to as 'Corporate Customer Service'*", **completely CORRUPTING and convoluting this administrative "policy and practice" issue about which NOBODY of TRUSTEE U-HAUL has certain knowledge or accountability.**

75. Again, this CORRUPT ORGANIZATION's "*policy and practice*" forced BENEFICIARY into the position of INVOLUNTARY SERVITUDE to administratively sort out all of this

CORRUPTION going on at the multiple levels of this national (and “*international*”) “*financial crimes*” RACKETEERING “*enterprise*”.

76. Before hanging up from the call, BENEFICIARY asserted that, by his observations, TRUSTEE U-HAUL’s “modus operandi” is to make things so convoluted and confusing – being “*clear as mud*” transparency in (“*CORRUPT*”) business dealings – that most persons would simply GIVE UP on trying to get back their \$100 “deposit return” simply because the CORPORATION makes it too burdensome for those otherwise engaged unwillingly in such UNCONSTITUTIONAL “*involuntary servitude*” to the TRUSTEE.
77. ON THE RECORDED LINE, U-HAUL “*Agent Hanna*” ended her part of the call by stating “*I just work here*”, and had nothing further to say on behalf of TRUSTEE when BENEFICIARY compared that “*personal defense statement*” to the so-called “NUREMBERG DEFENSE” reiterated by the NAZI WAR CRIMINALS after WWII when proclaiming that they were “*just doing [their] jobs*” as they were told by the “*higher ups*”.

FACTS RELATED TO U-HAUL AGENT #11

78. After hanging up from “*Hannah*” – again on 3/18/21 – BENEFICIARY made the good faith effort to call the “*U-HAUL Customer Service*” phone number provided by Agent “*Hannah*” at 800-789-3638, to be connected with U-HAUL Agent “Steven”, who identified himself as having “U-HAUL Employee Number #860399”, who said he resided in the “U-HAUL CORPORATE CALL CENTER FOR CUSTOMER SERVICE”.
79. BENEFICIARY began from the beginning, telling U-HAUL Agent Steven about his experiences with U-HAUL and moving rapidly to explaining the DISCRIMINATORY DENIAL OF CONTRACT by NOVI FEED, LLC. as the agent of U-HAUL by its (i.e., Agent

"Al's") claim that the CORPORATE computer SYSTEM "automatically changes" contracts from the name of the person who "reserves" trucks and equipment to the name of the STATE-licensee who is agreeing to be the designated "driver" for the "commercial vehicle", whether that person was the intended "CONTRACT OWNER" or not; even as based upon previously RECORDED "oral" conversations and "oral contracts" such as exemplified by this instant case.

80. In what ended up being nearly TWO (2) HOURS of "involuntary servitude" on BENEFICIARY's part, BENEFICIARY asserted his position that the "hard-wired system" described by "Agent Al" at U-HAUL's NOVI FEED, LLC. in which a transfer of contract "automatically occurs" along with the designation of the driver by STATE-license issuance on those contracts, creates a discriminatory CIVIL RIGHTS issue of taking away the rights of disabled persons who do not "commercially drive" to privately contract with U-HAUL for the use of a truck, even in a LIFE AND DEATH circumstance such as that described by BENEFICIARY in this instant circumstance.

81. In reply. U-HAUL Agent "Steven" attempted to qualify the actions of U-HAUL "Agent Andrew" at NOVI FEED by asking whether or not BENEFICIARY David Schied was actually physically present at the counter when picking up the truck and refrigerator dolly, and BENEFICIARY answered affirmatively, adding that he was also the one to reach into his own wallet and plop down "all \$1653.19 in CASH" issued by the NOVI FEED agents of U-HAUL, which included the \$100 CASH as the contract's "security deposit" on a contract for which U-HAUL ultimately DENIED to put into the name of BENEFICIARY David Schied by sole reason that he was disabled and was not STATE-licensed to "drive".

(Bold emphasis and underlined emphasis added)

82. While the above-referenced RECORDED call amounted to well over an hour and a half of CORPORATE “garbage” and “runaround”, the next call to “Customer Service” resulted in a similar duration of similar *garbage* and *runaround* against BENEFICIARY as he continued to be forced by TRUSTEE U-HAUL into more administrative “*involuntary servitude*” in sorting out and evaluating these varied “*organized hierarchical structures*” of “RICO” CRIMES being committed by this “*Continuing Financial Crimes Enterprise*”.
83. In effort to act on U-HAUL’s behalf to thwart all accountability and responsibility for this CIVIL RIGHTS OFFENSE, U-HAUL “Agent *Steven* (or “*Stephen*”)” used terms such as “we” and “they” to suggest a division between U-HAUL agents as “*principals*” and U-HAUL agents as “*agents*”, claiming that “*THEY must have made a mistake*” when transferring the original contract to another contract with the name of the “*driver*” instead of simply adding the name of the driver to the existing contract.
84. BENEFICIARY pointed out that – ON A RECORDED LINE – he had been told by another of U-HAUL’s agents (“*AP*”/NOVI FEED) that the action that “Agent *Steven*”) was claiming to be an “*accident*” was no accident whatsoever, since it was deemed by U-HAUL’s own AGENT that this action was carried out by U-HAUL’s own “*hard-wired system*” which unilaterally creates “*practice and procedure*” implemented by U-HAUL “*principals*” with a purpose of obliterating and circumventing “*accidents*” for the same.  
(Bold emphasis)
85. When confronted with this “*matter of FACT*” of the action being “*automatic*” – as delivered by the previous U-HAUL agent – being in conflict with U-HAUL’s “Agent *Steven*’s” stated “*matter of fact*” of the same action being “*accidental*”, U-HAUL’s (“Corporate Customer Service”) “Agent *Steven*” went even further to then make the ludicrous claim – ON A

RECORDED LINE – that it is not the “name” on the contract that designates to “whom” U-HAUL has contracted with, it is the “number” of the contract itself, as if U-HAUL does not contract with “people” (whether disabled or not) but instead contracts with inanimate “numbers”. (Bold and/or underlined emphasis added)

86. At that very moment in the conversation, BENEFICIARY stated that he wished to take issue and file a SEPARATE COMPLAINT about two differing AGENTS of the same PRINCIPAL of U-HAUL, each asserting differing statements of FACT while forcing BENEFICIARY into the “involuntary servitude” – of determining which of the two U-HAUL AGENTS were committing CRIMINAL acts of FRAUD (in general), MISREPRESENTATION, and WIRE FRAUD against a “totally and permanently disabled quad-amputee” – without providing any sort of “reasonable accommodation” as otherwise required toward persons with disabilities by CORPORATIONS under the ADA. (Bold and/or underlined emphasis added)

87. In response to BENEFICIARY’s request, while in the first half of that RECORDED conversation, U-HAUL Agent Steven “constructively DENIED” BENEFICIARY’s request for a separate “complaint” to be filed about this NEW ISSUE, by instead consolidating this NEW COMPLAINT with the previous (“ORIGINAL”) COMPLAINT regarding a “deposit return” check being made out in the name of a third-party driver in accordance with a NEW CONTRACT that had been FRAUDULENTLY CREATED with that driver – without the knowledge or permission of disabled BENEFICIARY as the original contract owner. (Bold and/or underlined emphasis added)

88. It was at this point in the nearly two-hour RECORDED call on 3/18/21, that BENEFICIARY was compelled to continue his explanation to “U-HAUL Agent Steven” to include the

“*inextricably intertwined*” events that gave cause for ANOTHER CONTRACT to be maintained between only the U-HAUL facility in FARMINGTON HILLS and this very same hired “*driver*”, stemming from a RESERVATION CONTRACT that had been initiated months prior involving only TRUSTEE U-HAUL and BENEFICIARY David Schied.

89. While BENEFICIARY was in this middle of this “*good faith endeavor*” to move to a resolve of these issues, U-HAUL “*Agent Steven*” created an intentional DIVERSION by claim – on behalf of TRUSTEE U-HAUL – that BENEFICIARY had given him a “*contract [number] for the refrigerator dolly, not a contract number for the truck*”; as if that made some difference in the substantiation of BENEFICIARY’s claim of a CIVIL RIGHTS VIOLATION, particularly since BOTH OF THE CONTRACTS WERE BETWEEN U-HAUL AND THE HIRED DRIVER (“Rex David Arsich”) AND NOT WITH BENEFICIARY. (Bold emphasis and underlined emphasis added)

90. At this point of U-HAUL “*diversion*” tactic referencing the refrigerator dolly CONTRACTED by the U-HAUL facility in FARMINGTON HILLS, BENEFICIARY sought to resolve the issue of that CONTRACT by “U-HAUL ‘COMPLAINT REFERENCE NUMBER’ #3077456” pertaining to a \$25.00 UNAUTHORIZED ACCESS TO BENEFICIARY’S BANKING ACCOUNT NUMBER used for the purpose of “*reserving*” both the truck and the refrigerator, but issued with this number in association with the FARMINGTON HILLS U-HAUL” *facility*.

91. Using the “*lead-in*” of U-HAUL’S diversion away from the TWO OPPOSING U-HAUL STATEMENTS leading ultimately to FRAUD BY U-HAUL, BENEFICIARY magnanimously complied in effort to “*stick with the (U-HAUL changed) topic at hand*” and find resolve. Yet again, this effort led only to more unveiling of U-HAUL CORRUPTION.

92. BENEFICIARY thus, used the “U-HAUL REFERENCE NUMBER #3077456” referenced by an email NOTICE sent to BENEFICIARY with that reference number being associated with a credit/debit banking card number that did not look immediately recognizable to BENEFICIARY, to request the “*name of the person referenced by that bank account*” to which to credit for \$25.00 had been issued by U-HAUL.
93. In response, U-HAUL Agent Steven committed another act of **FRAUD** (in general) and **WIRE FRAUD** by claim that “this was the credit card that was provided – [albeit by another U-HAUL AGENT at NOVI FEED when searching nearby U-HAUL facilities to “cover” for their not having the refrigerator at that “original” location as originally contracted with BENEFICIARY] – at the time the reservation for the refrigerator dolly was made”. (Bold emphasis and underlined emphasis added)
94. Essentially, agents of U-HAUL had been and were continuing to commit “FRAUD” upon one another and blaming BENEFICIARY for the confusion, while placing “*totally and permanently disabled quad-amputee*”, BENEFICIARY David Schied, into “*involuntary servitude*” in order to get a rightful financial resolve of this civil and criminal RICO “**corruption**” matter. (Bold emphasis and underlined emphasis added)
95. During this RECORDED conversation, U-HAUL Agent “Steven” stated first that the \$25 “resolve” had been “*refunded*” to a banking account ending in “699”, then turned right around to state that it was refunded to an account ending in “4665”. Yet, the written email notice showed that this \$25 had been issued to the credit of the “4645” account. He then clarified that the original charge for the refrigerator dolly was placed on the “669” account, **proving again that the U-HAUL location of FARMINGTON HILLS had originally refused to contract with BENEFICIARY David Schied for the refrigerator dolly in accordance with the**

**original contract established over the phone when BENEFICIARY made his reservation.**

(Bold emphasis)

96. Moreover, contrary to U-HAUL Agent "Brian" offering the assurance two weeks prior on 3/4/21 that "*a managerial representative could call back within 72 hours*" (as a matter of "*policy and practice*") to settle the costs of damages WITH BENEFICIARY on having to go to a second U-HAUL location to pick up the dolly while other laborers waited in the snow at the home for an extra hour, U-HAUL Agent "Steven" stated that the U-HAUL area manager would only make such a call if that person did not unilaterally decide – **WITHOUT BENEFICIARY** – on what an appropriate "*settlement*" would be, as a matter of "*policy and practice*". Clearly, **this contradiction – carried out by WIRE FRAUD as a matter of U-HAUL "*policy and practice*" – is designed to disarm and confuse consumers and then "close out the [COMPLAINT] file" as a DECEPTIVE and CORRUPT BUSINESS PRACTICE.** (Bold and/or underlined emphasis added)

97. U-HAUL Agent "Steven" then stated **ON THE RECORDED LINE** that U-HAUL records showed that the U-HAUL Area Manager had claimed that he had indeed telephoned BENEFICIARY before resolving the \$25 amount, creating a **FRAUDULENT RECORD**. In response, BENEFICIARY stated that even if that U-HAUL Area Manager had telephoned BENEFICIARY's former phone number in MICHIGAN that had long been no longer functioning after his criminalization by forced eviction during an "*eviction moratorium*", that U-HAUL "Agent Brian" had received and verified BENEFICIARY's new phone number two weeks earlier when taking the ORIGINAL COMPLAINT, also on a RECORDED line. U-HAUL Agent "Steven" then verified that U-HAUL had the ability also to identify the phone



number that BENEFICIARY was then (on 3/18/21) calling in on. (Bold and/or underlined emphasis added)

98. In response to BENEFICIARY verifying that the phone number identified by U-HAUL as the one he was then speaking from, U-HAUL Agent “Steven” stated that BENEFICIARY’s new number had NOT been added to the U-HAUL database by U-HAUL Agent “Brian” two weeks earlier because the only phone number in the TRUSTEE U-HAUL’s database was the one BENEFICIARY had used to make his initial reservation while still in MICHIGAN.

99. While BENEFICIARY was summarizing these events outlined above in pointing out the deceptive and corrupt business practices of U-HAUL, U-HAUL Agent “Steven” became both interruptive and argumentative. He also let slip during that RECORDED conversation that his U-HAUL associate “*Brian*” had entered the record of BENEFICIARY’s earlier discussion two weeks prior as being on 3/5/21 rather than on 3/4/21 in accordance with BENEFICIARY’s records, yet another sign of such CORRUPTION in U-HAUL’s database and recordkeeping.

100. Thus, BENEFICIARY demanded to open up a separate U-HAUL COMPLAINT to address the FACT that the matter of which a COMPLAINT had been “filed with return promise of a callback” that was “inadequately settled without callback” by U-HAUL. Nevertheless, U-HAUL agent FORCED BENEFICIARY to instead have to accept the “reopening” of the previous COMPLAINT instead of opening up an altogether different COMPLAINT, adding to the complexity and FURTHER CORRUPTION and FRAUDULENCE of the original U-HAUL record, as well as any future potential resolve.

(Bold and/or underlined emphasis added)

101. Therefore, BENEFICIARY stated his desire to formally “file” a THIRD (“*Separate*”) COMPLAINT about the FACT that U-HAUL Agent “*Brian*” had not properly updated

BENEFICIARY's phone number two weeks earlier when promising a "*callback within 72 hours*" to resolve the matter of BENEFICIARY being forced into "*involuntary servitude*" to resolve the matter of U-HAUL's "*NOVI FEED*" facility failing to have the dolly at that "*pickup*" location as previously verified (along with a WITNESS) the week prior with U-HAUL Agent "*Al*" who had promised the refrigerator dolly was ready for the following Monday's rental and whereby U-HAUL Agent "*Andrew*" reported on the day of the rental that it was not available as promised.

102. In response, even though U-HAUL Agent "Steven" apologized for that CORRUPTION, he yet refused to properly document BENEFICIARY'S THIRD COMPLAINT. Instead, he insisted that BENEFICIARY settle on his stated (ON A RECORDED LINE) intent "*to bring this [problem] up to the management team*" (while again forcing BENEFICIARY from being a part of this THIRD COMPLAINT resolve). (Bold and/or underlined emphasis added)

103. At this point in the nearly TWO HOURS OF RECORDED DISCUSSION, BENEFICIARY found U-HAUL Agent "Steven" himself confused and unable to identify the nature of another of BENEFICIARY's initial COMPLAINT(s), reminding U-HAUL Agent "*Steven*" that this earlier COMPLAINT pertained to the FACT that – while the U-HAUL Agents were insisting that to resolve the issue of the "*security deposit refund*" being issued to the name of the wrong person BENEFICIARY needs to take the matter to the "*CORPORATE OFFICE*" – none of the U-HAUL AGENTS with which BENEFICIARY had spoken with that day appeared to have the actual phone number of the "CORPORATE OFFICE". BENEFICIARY insisted that they instead had engaged in a "pattern and practice" – via a long series of misdirected phone numbers – of causing

**BENEFICIARY to be continually sidetracked and derailed from BENEFICIARY's ultimate goal of speaking with whomever is at the CORPORATE "executive" level of U-HAUL's CORPORATE ownership and management.** (Bold and/or underlined emphasis added)

104. Thereafter, when BENEFICIARY used the above reasoning to request a "*Complaint Number*" that pertained to the paragraph immediately above, U-HAUL Agent "*Steven*" refused while asserting that the U-HAUL location where he was at was "*exceptionally busy*" this day; and while also showing that it did not matter to U-HAUL that BENEFICIARY too might also be exceptionally busy and not willingly undergoing all of this forced runaround by U-HAUL without proper compensation.
105. U-HAUL Agent "*Steven*" also engaged in FRAUD (in general) and WIRE FRAUD – so to further CORRUPT and convolute the matters – by stating that he would have the U-HAUL "TRAFFIC CONTROL MANAGER Tammy" be the one to "*get in touch with*" BENEFICIARY – "by phone within seventy-two (72) hours" – to address BENEFICIARY's arguments about U-HAUL AGENTS (being "Agent Kylee" and "Agent Hannah") not being able, as a matter of "*pattern and practice*", to provide BENEFICIARY with the direct contact information to the CORPORATE OFFICE; rather than for U-HAUL Agent "*Steven*" to simply issue to BENEFICIARY the requested new "Complaint (Reference) Number" for this particular separate "THIRD COMPLAINT". In FACT, no follow-up was ever done – because U-HAUL Agent "*Steven*" was simply MISREPRESENTING himself through intentional LIES to this consumer (BENEFICIARY). (Bold and/or underlined emphasis added)

106. BENEFICIARY then moved on to what would then be a **FOURTH COMPLAINT** by way of the FACT that the U-HAUL Agent “Andrew” had insisted that the U-HAUL Agent DAKOTA TWIN in SOUTH DAKOTA was to be the one to ensure the proper return of BENEFICIARY’s “original \$100 CASH deposit” when the truck was turn in at the “drop-off” location. U-HAUL Agent “AP” had reiterated that same thing after the “drop-off” of the truck when telling BENEFICIARY that only that drop-off location could remedy the wrong name being on the check. However, when telephoning DAKOTA TWIN, that U-HAUL AGENT insisted that only the CORPORATE OFFICE – which he said was the TRAFFIC CONTROL OFFICE IN NORTH DAKOTA – could remedy that matter instead. Again, since all U-HAUL AGENTS were engaged only in having BENEFICIARY chase U-HAUL’s never-ending “chain” of LIES, MISREPRESENTATIONS, and FRAUD, BENEFICIARY asserted that a **FOURTH COMPLAINT** to resolve the matter with a “Complaint Reference Number” assigned to that COMPLAINT was absolutely necessary.

107. Yet again, U-HAUL Agent “Steven” refused to issue such a new “Complaint Reference Number” for BENEFICIARY’s **FOURTH COMPLAINT**, again leaving BENEFICIARY in the position of being held in “involuntary servitude”. He stated as the basis of his refusal was because “[the U-HAUL AGENTS ‘Al’ and ‘Andrew’] **LIED** to [BENEFICIARY]”.

108. At hearing this, BENEFICIARY responded by stating again that this constitutes the basis for insisting on registering with U-HAUL yet another “**NEW COMPLAINT**” about that action, whether it was a ‘LIE’ or whether it was DERELICTION and CORRUPTION within U-HAUL’s entire system. U-HAUL Agent “Steven” then again based his NEW REFUSAL on his claim that “the [DAKOTA TWIN] would not have able to do anything about the name on the check because the name on the check is to match the

*name on the contract*", being **a completely "circular argument"**. (Bold and/or underlined emphasis added)

FACTS RELATED TO U-HAUL AGENT #12

109. At this point of the discussion, **being well over an hour and ten minutes into this call,** U-HAUL Agent "*Steven*" refused to contend with BENEFICIARY any further, forcing BENEFICIARY to sustain a long period "*on hold*" while he sought out the U-HAUL "**MANAGER ON DUTY Jeremy**". U-HAUL Agent "*Steven*" came back only to want to completely disrupt the entire discussion with a DISTRACTION of claiming the need to have BENEFICIARY's email address for correspondence from that "*busy*" manager, even despite the proof that U-HAUL *principals* and *agents* already had all of the means to contact BENEFICIARY by phone and email. **Essentially, because NOBODY from that U-HAUL management ever followed up on these matters as promised by U-HAUL Agent "Steven", the only rational conclusion is that this was U-HAUL Agent "Steven's" DECEPTIVE PLOY to CORRUPTLY stonewall BENEFICIARY on the added "filing" of the additional complaints.** (Bold and/or underlined emphasis added)

110. Thus, by midway through this nearly two-hour call, the only "*Complaint (Reference) Number*" TRUSTEE U-HAUL provided for dealing with any of these matters was #3093588, being issued by the "*MANAGER ON DUTY Jeremy*" for the wrong name being on the check. **This reference number was specifically issued under the ridiculous claim by this "MANAGER ON DUTY Jeremy" that "an email will be issued to the pickup location in Michigan so that this problem will not reoccur", as if BENEFICIARY still had some**

business with that U-HAUL office in the STATE OF MICHIGAN, which U-HAUL of course knew that BENEFICIARY did not. (Bold and/or underlined emphasis added)

111. Thereafter, this “MANAGER ON DUTY Jeremy” offered the instant resolve of the wrongful issuance of the “*security deposit refund*” check to “David Arsich” by claim that if BENEFICIARY was to provide his banking information, this U-HAUL “*Manager on Duty Jeremy*” would make an immediate transfer of one-hundred-dollars (\$100.00) in funds BY WIRE so to remedy that particular COMPLAINT. **Therefore, acting again magnanimously and in good faith, BENEFICIARY furnished his banking information at the HUNTINGTON BANK in MICHIGAN for the sole purpose of adding this DIRECT DEPOSIT of \$100 as simple remedy for the wrongful check issuance – but NOT for the resolve of any other issues underlying all of the other COMPLAINTS.** (Bold and/or underlined emphasis added)

112. Subsequently, this U-HAUL “*Manager on Duty Jeremy*” forced BENEFICIARY to sustain another 20-30 minutes period “*on hold*” while he “*voided*” the previously issued “*bogus*” check made out to a wrong name that would never have been cashed anyway. Thus, when BENEFICIARY asked whether or not all of this time on hold this U-HAUL “Manager on Duty Jeremy” had refunded the \$100 deposit, he stated that he had NOT because he was acting FIRST in U-HAUL’s best interest. Only after BENEFICIARY was forced to continue holding did this U-HAUL “Manager on Duty Jeremy” finally inform BENEFICIARY that U-HAUL would still need to “take up to five (5) business days [later]” to be fully deposited to BENEFICIARY’s credit. (Bold and/or underlined emphasis added)

113. Essentially, starting at the beginning again in chronologically retelling this U-HAUL CORRUPTION HISTORY over again for the fifth or sixth time ON A RECORDED LINE to

U-HAUL, BENEFICIARY next drew attention to his need for remedy pertaining to the “*finger-pointing*” between the U-HAUL AGENTS pointing to one another at being at fault, **with neither knowing on 3/4/21 whether it was the fault of U-HAUL CORPORATE or the NOVI FEED (and FARMINGTON HILLS) agents** for U-HAUL that the refrigerator dolly had to be picked up by BENEFICIARY at a separate location after it was confirmed the previous week as otherwise being ready for pickup at the NOVI FEED agents of U-HAUL just the previous week. (Bold and/or underlined emphasis added)

114. Additionally, BENEFICIARY described the “*pattern and practice*” of finger-pointing that was similarly happening regarding who exactly was responsible at U-HAUL for issuing the wrong name on the “*deposit refund*” check (on a separate contract to BENEFICIARY’s driver) after U-HAUL had accepted \$100 in cash directly from BENEFICIARY’s own pocket under FRAUDULENT PRETENSE of acting under the same contract that BENEFICIARY had initially established when making his SECOND RESERVATION with U-HAUL (to replace the FIRST RESERVATION that U-HAUL Agent “*Andrew*” had initially stated could not be found then stated it was made wrongly for a “*storage unit*” (“U-BOX”) as earlier described above).

115. In reply to these TWO issues of COMPLAINT raised as outlined in the paragraphs immediately above, this U-HAUL “*Manager on Duty Jeremy*” stated only that the U-HAUL agent of “AREA FIELD MANAGER would be responding back to [BENEFICIARY]” for proper remedy. As is further described below, that response NEVER happened in resolving those two issues.

116. In response, BENEFICIARY stated that these two issues outlined above were “just the beginning of a long line of COMPLAINTS” for which BENEFICIARY wished to have

individualized "Complaint Reference Numbers" for each. Then seeing that this U-HAUL "*Manager on Duty Jeremy*" wished to only continuing piling on each successive COMPLAINT upon the same "AREA FIELD MANAGER Jeremy", BENEFICIARY pointed out that he could not see how an "AREA FIELD MANAGER" for the STATE OF MICHIGAN could possibly resolve successive complaints related to finger-pointing from "LOCAL" levels to "CORPORATE" level and back again to the "LOCAL" levels when tracking such CORRUPTION from the U-HAUL "*drop-off*" location in SOUTH DAKOTA through the NORTH DAKOTA U-HAUL "*Traffic Control*" location through the CUSTOMER CALL CENTER in *who knows where (?)* through the "CORPORATE CUSTOMER SERVICE" in PHOENIX, ARIZONA or elsewhere; **when from near the beginning, BENEFICIARY had been informed by U-HAUL AGENTS that the ONLY entity to be able to handle the issue of a wrongful name on a check was at the EXECUTIVE LEVEL in the "CORPORATE OFFICE" of PHOENIX.** (Bold and/or underlined emphasis added)

117. In reply, this U-HAUL "*Manager on Duty Jeremy*" attempted to CORRUPTLY claim ON A RECORDED LINE that these LOCAL U-HAUL FRANCHISES are "*nothing but affiliates*" and were thus simply "*mistaken*" about these things all relating to U-HAUL CORPORATE's actual "*procedures, policies and practices*".

118. Thus, this U-HAUL "*Manager on Duty Jeremy*" once again proceeded to place BENEFICIARY – as a "*totally and permanently disabled quad-amputee*" into the position of "*involuntary servitude*", while instructing BENEFICIARY to do U-HAUL's work of working toward a resolve of these issues too with the AREA FIELD MANAGER for the STATE OF MICHIGAN based upon his own finger-pointing to the DERELICTION going on at all LOCAL levels of U-HAUL franchising. (Bold and/or underlined emphasis added)



119. At this point in the discussion with this U-HAUL “*Manager on Duty Jeremy*”, BENEFICIARY made amply clear his NEW COMPLAINT that the bottom line was that instead of following the AMERICAN WITH DISABILITIES ACT guidelines mandating that U-HAUL and all of its “*affiliates*” provide “*reasonable accommodations*” to disabled persons and to BENEFICIARY himself, U-HAUL had carried out a long and RECORDED track record of having forced BENEFICIARY into “*involuntary servitude*” by making him personally an “*instrument*” for facilitating the resolve of all of these SEPARATE COMPLAINTS by U-HAUL’S irreprehensible history of CRIMINAL GROSS NEGLIGENCE, MALFEASANCE, RACKETEERING and CORRUPTION to “*constructively dismiss*” all of these COMPLAINTS, while denying “*Complaint Reference Numbers*” to incessantly make BENEFICIARY’s “unpaid job” virtually impossible to carry out, giving more “reasonable cause” for BENEFICIARY – as with any other DEFRAUDED CONSUMER – to give up and or to file police reports in each STATE jurisdiction or the FEDERAL jurisdiction; or to instead file a “demand for special grand jury investigation” within a FEDERAL COURT CASE as BENEFICIARY is doing herein. (Bold and/or underlined emphasis added)

120. At this point in the RECORDED discussion, this U-HAUL “*Manager on Duty Jeremy*” came right out and stated that U-HAUL (and he together) “understand(s) with [BENEFICIARY’s] issues and agree(s) with [BENEFICIARY’s] position”; but then this U-HAUL “Manager on Duty Jeremy” CORRUPTLY reasoned that this was precisely why U-HAUL was barring BENEFICIARY from instantly accessing the “principals” at the U-HAUL CORPORATE OFFICES, and was instead referring BENEFICIARY’s multiple COMPLAINTS to a single “*U-HAUL FIELD OFFICE*” agent without either full

jurisdiction or full scope of “*answers*” for remedying the “*understood issues*” and “*agreed upon positioning*” serving as the rational basis for BENEFICIARY otherwise seeking access to “*principals*” at the U-HAUL CORPORATE OFFICES. (Bold and/or underlined emphasis added)

121. Throughout this RECORDED discussion, this U-HAUL “Manager on Duty Jeremy” relentlessly denied BENEFICIARY the resolve of all of the PAST issues stemming from all of the finger-pointing done by U-HAUL AGENTS toward the CORPORATE OFFICES, choosing instead to simply “*apologize*” (repeatedly) for all of these “U-HAUL AGENTS’ MISTAKES” (without remedy), and while essentially dismissing the “involuntary servitude” of BENEFICIARY’s work (without compensation) by reasoning that, “going forward from here”, these issues “will not happen again ... [simply] because this U-HAUL AGENT ‘SAYS SO’”. (Bold and/or underlined emphasis added)
122. With regard to the finger-pointing issues, this U-HAUL “Manager on Duty Jeremy” then stated his own desire – on behalf of TRUSTEE U-HAUL – to “*work with [BENEFICIARY]*” on an amicable resolve of those issues “*in good faith*”. In CORRUPT fashion, this U-HAUL “Manager on Duty Jeremy” then used his professional prowess to once again exhaust BENEFICIARY and to get him to “lower his guard” while DECEITFULLY gaining BENEFICIARY’s trust in “mitigating [BENEFICIARY’s] damages” outside of Court. In doing so, this U-HAUL “Manager on Duty Jeremy” immediately bombarded BENEFICIARY with a series of questions designed to confuse by attacking BENEFICIARY’s chronological story out of order, by adding unfamiliar terms such “what number ... the ‘MAIN LINE’?”, and by convoluting all of the above as “all being the same thing” – being only “relative” to U-HAUL’s varied multi-faceted, scatterbrained,

and CORRUPT way of *subjectively* reasoning through these “unreasonable” events, definitions, etc. without regard to BENEFICIARY’s *objective* CONSUMER perspective.

(Bold and/or underlined emphasis added)

123. What the RECORDED CALL REVEALS is that this U-HAUL “Manager on Duty Jeremy” was attempting to derive benefit for U-HAUL directly from the “involuntary servitude” of BENEFICIARY, by repeated questions such as identifying “*the last name of Hannah*”, under the stated intent of this U-HAUL AGENT “*put[ting] in a call to Hannah’s boss*” to have her retrained or reprimanded “*so it will not happen again [in the future of U-HAUL]*” without regard to the remedy occurring in BENEFICIARY’s future. **Again, this was a gross – and intentional – violation of BENEFICIARY’s Rights under guarantee of the THIRTEENTH AMENDMENT.** (Bold and/or underlined emphasis added)

124. What the RECORDED CALL REVEALS is that whenever the issue that was raised reflected solely upon reasons of U-HAUL’s dereliction, gross negligence, malfeasance, or SYSTEMIC CORRUPTION and/or CRIMINAL CORRUPTION, this U-HAUL “Manager on Duty Jeremy” provided BENEFICIARY nothing beyond unsupported apologies for BENEFICIARY’s repeated references to being “frustrated” by each of these described “ABUSIVE EVENTS” of U-HAUL “USURY”. (Bold and/or underlined emphasis added)

#### FACTS RELATED TO U-HAUL AGENT #13

125. On 3/19/21, BENEFICIARY David Schied returned a phone call from U-HAUL agent “Alicia Coppel” (phonetic) located at the FARMINGTON HILLS location of TRUSTEE U-HAUL where the third fraudulent U-HAUL contract had been generated – being in the name of BENEFICIARY’s contracted driver “[Rex] David Arsich” – over the separate

rental of the refrigerator dolly **and the cost to BENEFICIARY in having to go to a second U-HAUL location to carry out the work that U-HAUL forced upon him and his paid driver**, along with laborers waiting at the home in the snow ready to move BENEFICIARY's belongings, **in violation of BENEFICIARY's THIRTEENTH AMENDMENT rights.**  
(Bold and/or underlined emphasis added)

126. In what ended up consuming nearly forty-five (45) minutes of BENEFICIARY's time, BENEFICIARY began – **with what U-HAUL agent “Alicia” otherwise stood with an opened-ended silence about** – by stating ON A RECORDED LINE that **because he had spent about three (3) hours on the phone the previous day, he did not intend to spend the same amount of his own time rehashing with another agent of U-HAUL what U-HAUL should already be apprised about. BENEFICIARY therefore ask “Alicia” to describe the purpose of her call and message left for BENEFICIARY requesting a callback.**

127. This U-HAUL Agent “Alicia” then immediately began spewing FRAUD – over the WIRE – claiming that, according to what she had found in U-HAUL records, this whole matter had begun with BENEFICIARY having made **TWO RESERVATIONS** (at two different locations), one for a TRUCK and the other for a REGRIGERATOR DOLLY. She claimed FALSELY that the other (U-HAUL Agent “**NOVI FEED, LLC.**”) location had ***“made the reservation for [BENEFICIARY]”*** (Bold emphasis and underlined emphasis added)

128. Given that this U-HAUL agent was claiming TWO separated “cases” – being separated ***“reservations” and/or “contracts” and/or “complaints”*** out of what had started out being a CASH transaction based upon a single “reservation / contract / move” intended by BENEFICIARY – BENEFICIARY asked Alicia to provide a SPECIFIC case number,

reservation number, contract number, or complaint number, so as not to CORRUPT or convolute this matter with even further confusion in moving this discussion forward. This U-HAUL agent then stated that she intended to discuss “case/reservation/contract/complaint” #3093588.

129. Subsequently, when BENEFICIARY asked “Alicia” to identify what else she knew about this “case/reservation/contract/complaint” as the basis for her telephoning BENEFICIARY, this U-HAUL Agent stated that she ONLY had the number and knew nothing else whatsoever about the case, committing an INTENTIONALLY FRAUDULENT MISREPRESENTATION to BENEFICIARY to force him into “servitude” to orally provide to her what U-HAUL had already RECORDED in previous phone calls, purportedly in the interest of “quality service”. This was yet another COUNT of FRAUD, as well as COUNT for violation of BENEFICIARY’s rights under the THIRTEENTH AMENDMENT. (Bold emphasis and underlined emphasis added)

130. Acting upon the mere belief that the U-HAUL NO. 3093588 pertained to the complaint about the events that played out at TRUSTEE U-HAUL’s FARMINGTON HILLS location pertaining to the placing of a CONTRACT in the name a driver while using BENEFICIARY’s original banking and reservation information, BENEFICIARY pointed out that this U-HAUL agent had discriminatorily violated BENEFICIARY’s right to contract on his own with U-HAUL, and this was a potential “Civil Rights” issue to be settled at some later point in time. BENEFICIARY also called out the “finger-pointing” that he had experienced at the NOVI FEED, LLC facility whereby U-HAUL’s Agent “Andrew” had tried to absolve all responsibility for the refrigerator dolly leaving the NOVI FEED facility after BENEFICIARY had just days prior personally come by with a WITNESS to confirm that was

part of the initial “*reservation/order*” and was ready for rental by BENEFICIARY the previous week. BENEFICIARY therefore clarified that U-HAUL’s Agent “Andrew” had blamed the “CORPORATE” PRINCIPALS at U-HAUL for BENEFICIARY having to enter involuntarily into “servitude” to get the refrigerator dolly at another location (at his own varied costs) **while entering (forcibly) into a second contract with a separate U-HAUL facility in FARMINGTON HILLS, MICHIGAN.** (Bold emphasis and underlined emphasis added)

131. With U-HAUL Agent “*Alicia Coppel*” still not having verified any of the above as sufficient for outlining “case/reservation/contract/complaint” No. 3093588, BENEFICIARY continued to explain that a separate though connected “*issue*” was the fact that a “*deposit refund*” for BENEFICIARY’s CASH advance on “*deposit*” had been issued in the form of a check made out to the actual U-HAUL CONTRACT HOLDER (“David Arsich”) as the separately hired “*driver*” for the move, instead of BENEFICIARY, making the check worthless in completing U-HAULS’s initial contract as otherwise MISREPRESENTED BY FRAUD by TRUSTEE U-HAUL.

132. Essentially, while U-HAUL Agent “Alicia” could be heard conducting business with OTHER people on the other end of the phone call – and while initially blaming BENEFICIARY for “having a customer action complaint filed against the Farmington Hills location [on the refrigerator dolly issue] on an action that Farmington Hills had nothing to do with [because the unavailability of the refrigerator dolly was the fault of NOVI FEED, LLC. or alternatively, of “corporate” U-HAUL rather than U-HAUL agents in general]” – U-HAUL Agent “Alicia” attempted to act as did U-HAUL Agents “*Andrew*” and “*Al*” at NOVI FEED, LLC., and Agent “*Hannah*” of TRUSTEE U-HAUL’s

“Customer Service”, and elsewhere by Agent “*Brian*”, Agent “*Steven*”, and Agent “*Jeremy*” in altogether absolving U-HAUL agents at the FARMINGTON HILLS facility from any accountability whatsoever, while again discriminately forcing “totally and permanently disabled quad-amputee” David Schied into the position of being the one “responsible” – via “involuntary servitude” – for acting on U-HAUL’s behalf in sorting out this whole mess on because U-HAUL agents and principals refused to do so. (Bold emphasis and underlined emphasis added)

133. These acts of DENIAL OF ACCOUNTABILITY on behalf of U-HAUL and its “principals” by the “agents” of U-HAUL – as outlined above as committed by “*Andrew*”, by “*Al*”, by “*Hannah*”, by “*Brian*”, by “*Steven*”, and by “*Jeremy*”, and by “*Alicia*” – point to a clear “pattern and practice” of such “denial of contracted service” altogether by the principal(s) of TRUSTEE U-HAUL. (Bold emphasis)

134. U-HAUL Agent “*Alicia Coppel*” stated – ON A RECORDED LINE – that she fully comprehended BENEFICIARY having full right to contract on his own for a U-HAUL truck regardless of his having a disability and inability to drive a commercial moving truck; and she agreeably acknowledged that by denying BENEFICIARY his right to contract merely because he has no STATE license to “drive” is a Civil Rights violation by U-HAUL. (Bold emphasis)

135. Thus, U-HAUL Agent “*Alicia*” fully comprehended the “answer” to her own question, which was that the FARMINGTON HILLS location was instrumentally involved – as U-HAUL’s agent – in issuing a DISCRIMINATORY and FRAUDULENT CONTRACT in the name of BENEFICIARY’s hired driver, instead of BENEFICIARY himself, based entirely upon the FACT that BENEFICIARY was disabled, without even offering to

provide BENEFICIARY with any “reasonable accommodations” as otherwise mandated by law under the AMERICANS WITH DISABILITIES ACT (hereafter “ADA”). (Bold emphasis and underlined emphasis added)

136. In what ended up being a total of forty-five (45) minutes of discussion, BENEFICIARY was forced – by U-HAUL Agent “Alicia’s” initial fraudulent claim ON A RECORDED LINE to see nothing in her database under the case number she had mentioned – to review again with U-HAUL all of the main FACTS of the numerous COMPLAINTS that he had attempted to “file” separately with U-HAUL being quite uncertain himself what of those factual elements TRUSTEE U-HAUL was actually including under that single “Complaint Number”. Except for inserting her brief statements of agreement with BENEFICIARY’s claims of having his Rights to contract violated by BOTH the U-HAUL Agents of NOVI FEED and the FARMINGTON HILLS locations – via their each issuing two differing contracts to the third party commercial driver without BENEFICIARY’s knowledge or permission – U-HAUL Agent “Alicia” remained virtually silent throughout the entire first twenty minutes of this phone conversation. (Bold emphasis and underlined emphasis added)

137. It was about this twenty (20) minute mark that BENEFICIARY then stated that because just the day prior U-HAUL Agents “Steven” and “Jeremy” had assured BENEFICIARY that he would be placing all of these many details into the U-HAUL record for reference by the U-HAUL “Area Field Manager” in MICHIGAN – and because this U-HAUL Agent “Alicia” had subsequently revealed ON A RECORDED LINE that these details had actually NOT BEEN ADDED because she was looking at the database while on the phone and reporting instantly that such details associated with that COMPLAINT/CASE number were NOT visible to her



for discussing with BENEFICIARY – that BENEFICIARY, on the spot, stated that he wished to “*file a NEW COMPLAINT*” about that very same “*new issue*” again forcing him into “*involuntary servitude*” of explaining all with which TRUSTEE U-HAUL was already *supposed to be familiar*. (Bold emphasis and underlined emphasis added)

138. It was only at this point at which BENEFICIARY was demanding a “NEW COMPLAINT NUMBER” associated with this FRAUD (in general) and WIRE FRAUD over the phone by U-HAUL Agents “Steven” and “Jeremy” that U-HAUL Agent “Alicia” confessed that she had LIED to BENEFICIARY from the beginning of this call, because she actually did indeed have the notes placed into the U-HAUL record by U-HAUL Agents “Steven” and “Jeremy”, but that she was otherwise USING BENEFICIARY (by force of COERCION) to reiterate these FACTS “because of frequent inaccuracies and history of dereliction” by her U-HAUL co-workers”. (Bold emphasis and underlined emphasis added)

139. Thus, U-HAUL Agent “Alicia” attempted to justify her early FRAUDULENCE and its tortuous use to force BENEFICIARY into “involuntary servitude” for managerial purposes of verifying and validating the accuracy – and degree of accuracy or error – of U-HAUL “quality control”....without proper compensation of BENEFICIARY’s time, and while maliciously and tortuously causing BENEFICIARY great emotional turmoil and frustration, while also knowing full well that he was a “totally and permanently disabled quad-amputee”. (Bold emphasis and underlined emphasis added)

140. When BENEFICIARY confronted U-HAUL Agent “Alicia” with her initial LIE over the phone, she immediately became argumentative and denied her having lied. Magnanimously taking the “*higher road*” and having the EVIDENCE of RECORDING this call and capturing

firsthand her LYING, BENEFICIARY simply informed U-HAUL Agent "*Alicia*" of his intent to file a separate COMPLAINT against TRUSTEE U-HAUL at a later time for a return to this particular "*disagreement*" about a matter of FACT.

141. The discussion with U-HAUL Agent "*Alicia*" then turned to the U-HAUL "*Area Field Manager*" – being still unnamed as a matter of RECORD throughout all of the calls between BENEFICIARY and TRUSTEE U-HAUL, including this one – **having created a FRAUDULENT U-HAUL RECORD** by claim that he had actually called BENEFICIARY before issuing a twenty-five dollars (\$25) UNAUTHORIZED ACCESS TO BENEFICIARY'S BANK ACCOUNT to unilaterally "*settle*" that SEPARATE matter without BENEFICIARY's knowledge; again, treating "*disabled*" BENEFICIARY as if he had no Rights to independently contract or settle violations of his own contracts.

(Bold emphasis and underlined emphasis added)

142. Immediately, U-HAUL Agent "*Alicia*" attempted to associate the U-HAUL "*Area Field Manager*" with the COMPLAINT about U-HAUL Agent "NOVI FEED" and not with U-HAUL in FARMINGTON HILLS, **compelling BENEFICIARY to clarify FOR THE RECORD** that this U-HAUL "*Area Field Manager*" was supposed to be addressing the FACT that his unilateral "*closing*" of that "*case*" had instead been "*reopened*" because the \$25.00 "*unilateral settlement*" was insufficient.

143. At twenty-six (26) minutes into this RECORDED discussion, U-HAUL Agent "*Alicia*" **admitted** that the CORPORATE COMPUTER SYSTEM **does NOT automatically change the nature of the CONTRACT**; while stating that – as it pertained to BENEFICIARY's claim of the U-HAUL FARMINGTON HILLS agents having violated BENEFICIARY's Right to contract on his own, that **she would be using the results of**

**BENEFICIARY's "involuntary servitude" as the point of reference for retraining her associates at that U-HAUL FARMINGTON HILLS location – giving benefit to U-HAUL for BENEFICIARY's "work" without proper "consideration" (i.e., "just compensation") in return to BENEFICIARY.** (Bold emphasis and underlined emphasis added)

144. Subsequently, U-HAUL Agent "Alicia" attempted to engage BENEFICIARY into a needless dispute over how to categorize BENEFICIARY'S multiple COMPLAINT(S) as they related to the U-HAUL Agents at FARMINGTON HILLS. She deceptively attempted to get BENEFICIARY to reframe and restate his "**CIVIL RIGHTS**" and "**FINANCIAL DAMAGES**" complaints as "**MAIN**" and "**SECONDARY**" complaints. Essentially, U-HAUL Agent "Alicia" attempted to FALSIFY THE U-HAUL RECORD by:

- a) Referring to the CIVIL RIGHTS matter a "*mistake*" in spite of twice admitting it as a "wrongdoing"; and,
- b) Absolving U-HAUL of FARMINGTON HILLS of any other culpability in either of the wrongful matters of the U-HAUL Agent "NOVI FEED" forcing "*involuntary servitude*" upon BENEFICIARY in order to fulfill the contract with U-HAUL over the refrigerator dolly received BY SEPARATE CONTRACT at the U-HAUL of FARMINGTON HILLS, or in the U-HAUL Agent "*Area Field Manager's*" failure to properly resolve the COMPLAINT about those events and instead unilaterally "*settling*" the matter improperly by UNAUTHORIZED ACCESS to BENEFICIARY's banking account and creating a FRAUDULENT INTERNAL RECORD of having actually "*called*" BENEFICIARY when no such call was possible or actually took place.

145. Subsequently, U-HAUL Agent "*Alicia*" stated her desire to "*close*" what she had determined to be the "**MAIN**" aspect of this COMPLAINT/CASE #3093588. Seeing clearly

that TRUSTEE U-HAUL had been using the “*compiling of issues under a single ‘case number’*” as a double-edged sword to “*close*” a case when only a portion of the issues had been only partially resolved by a mere “*admission of guilt*” and a “*verbal apology*” – but without any admission of liability or compensation for BENEFICIARY’s damages – BENEFICIARY asked for the CASE NUMBER of the single “*portion*” of the case that she wished to “*close*” as a matter of (corrupt U-HAUL) RECORD. (Bold emphasis and underlined emphasis added)

146. Again, in spite of U-HAUL Agent “*Alicia*” having initiated this phone call by FRAUDULENTLY claiming that this “*case*” had a single reference number of #3093588, she responded to BENEFICIARY’s request for a “*case number*” associated with the single issue of U-HAUL in FARMINGTON HILLS having violated BENEFICIARY’s civil rights, by stating that if she were to “*close*” out that case number that she “*still sees another complaint in the U-HAUL system numbered as #40377456*”.

147. This was a problem for BENEFICIARY because, if there was only one other COMPLAINT listed in TRUSTEE U-HAUL records associated with the FRAUDULENT actions taken by U-HAUL “*Area Field Manager*” when “*unilaterally settling*” the “*refrigerator dolly*” matter of “*involuntary servitude*”, then **there was no other “case number” for referencing the U-HAUL Agent “NOVI FEED, LLC” having also committed a similar civil rights violation; and no other reference number for all of the other COMPLAINTS that U-HAUL Agents “Steven” and “Jeremy” had piled up on what they had referenced on the RECORDED call as being associated with the case number #3093588**. (Bold emphasis and underlined emphasis added)

148. BENEFICIARY therefore brought up the FACT that if U-HAUL Agent “*Alicia*” was to “*close out*” the case number #3093588 as she/U-HAUL desired to do, that still would “*leave open*” the aspect of that SAME NUMBERED COMPLAINT pertaining to the FACT that there had been finger-pointing going on between U-HAUL Agent locations and the U-HAUL CORPORATE OFFICE as to whether or not there was a “*hard-wired system*” in place – AT ALL U-HAUL LOCATIONS – that “*automatically transferred the contracts*” to the name of each “*driver*” listed on those contracts.

149. It was not until at this point in the conversation, the TRUSTEE U-HAUL finally admitted (through its Agent “*Alicia*” in FARMINGTON HILLS) that it/she had all along been aware – but was not disclosing – the FACT that in the “*upload*” system for listing the driver on the CONTRACT, there was a single “*checkbox*” that “*automatically*” toggled the name on the CONTRACT to and from the STATE-licensed “*driver*”. Clearly, this added “new information” presented at this time when U-HAUL Agent “Alicia” was ready to “close out” that aspect of the case – without acknowledging its existence – revealed another element of U-HAUL’s FRAUDULENCE, and the basis for U-HAUL AGENTS demonstrating a “pattern and practice” of refusing to provide BENEFICIARY separate “complaint numbers” for each of the many COMPLAINTS for which he had been repeatedly requesting separate “case reference numbers”. (Bold emphasis and underlined emphasis added)

150. While U-HAUL Agent “*Alicia*” tried to blame the “*checkbox error*” as well as the “*finger-pointing error*” on inadequately trained “*people*” under the employ of U-HAUL franchises, BENEFICIARY reasonably countered such a “*overly simple-minded assertion*” by calling attention to the FACTS surrounding the “RICO” CORRUPTION of U-HAUL ultimately

*“benefitting”* from these *“inadequacies”* as they pertain not only to BENEFICIARY’s circumstances with U-HAUL, but the application of similar circumstances against other innocent CONSUMERS who are not otherwise capable of sorting through all of this convoluted *“bureaucracy”* and are similarly TORTUOUSLY FORCED BY U-HAUL INTO *“INVOLUNTARY SERVITUDE”*, even when disabled and owed *“reasonable accommodations”* by U-HAUL as required under the ADA. In other words, the ACTIONS OF U-HAUL and its AGENTS had been so tortuous in nature to warrant PUNITIVE DAMAGES. (Bold emphasis and underlined emphasis added)

151. Based upon the above reasoning, BENEFICIARY denied U-HAUL Agent *“Alicia’s”* attempt to *“close”* BENEFICIARY’s COMPLAINT – or any part of it – because it was *“not resolved”*.

152. In essence, U-HAUL Agent *“Alicia”* was referring to the U-HAUL AGENTS working at the *“CORPORATE OFFICES”* as functional idiots because they have *“no clue about what goes on in the field”* of this *“too big to fail”* INTERNATIONAL CORPORATION.

153. On the other hand, BENEFICIARY maintained the opposite reasoning that ALL U-HAUL *“[CORPORATE] principals”* and *“[field] agents”* alike were acting like *“functional idiots”* because U-HAUL itself was knowingly and intentionally engaged in a *“continuing financial crimes enterprise”* while operating as a thoroughly CORRUPT crime syndicate of multi-tiered RACKETEERING. (Bold emphasis and underlined emphasis added)

154. Given again, more finger-pointing by U-HAUL Agent *“Alicia”* at the U-HAUL AGENTS at the *“CORPORATE”* level, BENEFICIARY demanded to have the contact information to those she wished to blame as being the *“idiots”*; and U-HAUL Agent *“Alicia”* refused to

provide BENEFICIARY with that information under the FRAUDULENT CLAIM that no such contact information existed.

155. BENEFICIARY concluded that U-HAUL Agent "*Alicia*" was being uncooperative in refusing to even "*help*" BENEFICIARY, even as she was claiming to be a bona fide U-HAUL "*manager*". BENEFICIARY pointed out ON THE RECORDED LINE that simple and unsupported, repeated "*apologies*" at the "*management*" level are nothing less than preplanned and "*hard-wired*" systemic strategies and CORRUPT means for "*STONEWALLING*" CONSUMERS – by forcing them into such a *tortuous* degree of "*involuntary servitude*" that they simply exhaust themselves, cave in, and give up on the resolve of their COMPLAINTS. (Bold emphasis and underlined emphasis added)

156. In ending this call, U-HAUL Agent "*Alicia*" became both belligerent and insulting, tortuously claiming that BENEFICIARY "*did not understand*" what she was stating, even as she was the one to be "*stuck on stupid*" in repeating that she did not have the "*corporate office*" number but while tortuously refusing to provide "*totally and permanently disabled quad-amputee*" with the "*reasonable accommodation*" of GOING TO FIND that contact information that only too obviously existed SOMEWHERE at the TRUSTEE U-HAUL company. (Bold emphasis and underlined emphasis added)

#### FACTS RELATED TO U-HAUL AGENT #14

157. On Friday 3/18/21, U-HAUL "*Area Field Manager*" had telephoned to leave a message for BENEFICIARY that he intended to telephone again on Saturday. The next day, on Saturday 3/19/21 when near the end of the day BENEFICIARY had still not received that call, BENEFICIARY David Schied tried telephoning U-HAUL Agent "*Jessie Brown*" leaving a

return message. It was not until the following Tuesday, 3/22/21 that Brown returned this call where the following FRAUDULENT oral contracts were consummated by Brown on behalf of U-HAUL, purportedly to “*satisfy*” a portion of BENEFICIARY’s multiple (and perpetually growing) number of “*complaints*”.

158. Upon introducing himself ON A RECORDED LINE, U-HAUL “*Area Field Manager Jessie Brown*” specifically stated the “he” was “U-HAUL IN MICHIGAN” **making clear that his “agency” was one and the same as U-HAUL’s “principal-ship”**.

159. From the beginning of this call, U-HAUL “*Area Field Manager Jessie Brown*” used the same TORTUOUS “*pattern and practice*” of all other U-HAUL AGENTS – of failing entirely to utilize U-HAUL’s own database of written records while instead COERCING BENEFICIARY into “*involuntary servitude*” without compensation to iterate one again the litany of compiled COMPLAINTS – by U-HAUL “*Area Field Manager Jessie Brown*” compelling BENEFICIARY to answer his question of “*What was going on?*”. (Bold emphasis and underlined emphasis added)

160. In what ended up being a thirty-eight (38) minute RECORDED call, BENEFICIARY provided the backstory behind as many of his COMPLAINTS that he could recall at the spur of the moment of U-HAUL “*Area Field Manager Jessie Brown’s*” phone call, being at his convenience and **without “reasonable accommodations” provided toward BENEFICIARY** by the FACT that U-HAUL “*Area Field Manager Jessie Brown*” stated that he would telephone on the previous Saturday and then instead making his “*surprise*” phone call the following Monday instead.

161. Essentially, like the other AGENTS OF U-HAUL had done, U-HAUL “*Area Field Manager Jessie Brown*” sat silent while simply compelling BENEFICIARY to “*exhaust*



himself” in doing all of the work that TRUSTEE U-HAUL should have otherwise done in bringing U-HAUL “*Area Field Manager Jessie Brown*” up to speed on the background of EACH of BENEFICIARY’s separate “*complaints*”.

162. What BENEFICIARY did not realize at the time of this call, was that as he was describing all of the COMPLAINTS playing out between the U-HAUL Agents of “*NOVI FEED*” and “*U-HAUL OF FARMINGTON HILLS*” was that U-HAUL was treating these matters as the “*responsibility*” and “*liability*” of U-HAUL “*Area Field Manager Jessie Brown*” as if he was acting in a PRIVATE capacity instead of as an AGENT OF U-HAUL as the “*principal*” that was ultimately *responsible and liable* as being the same as U-HAUL “*Area Field Manager Jessie Brown*” acting as the “*principal*” as the so-called “U-HAUL IN MICHIGAN”. This was (again) FRAUD (in general) and WIRE FRAUD on U-HAUL’s part. (Bold emphasis and underlined emphasis added)

163. While “*passive listening*”, U-HAUL “*Area Field Manager Jessie Brown*” stated ON THIS RECORDED LINE his comprehension and agreement with the FACT that transferring BENEFICIARY’s contract to BENEFICIARY’s “*driver*” and denying BENEFICIARY his “*Right to Contract*” simply because he was disabled and not in possession of a STATE “*license to drive*” was a CIVIL RIGHTS issue. (Bold emphasis and underlined emphasis added)

164. U-HAUL “*Area Field Manager Jessie Brown*” stated ON THIS RECORDED LINE his comprehension and agreement with the FACT that such “*pattern and practice*” of CIVIL RIGHTS VIOLATION of DISCRIMINATION occurred in two separate contracts with the “*driver*” off of a single reservation by BENEFICIARY David Schied, to the ongoing detriment of BENEFICIARY. (Bold and underlined emphasis added)

165. At about the (fifteen) 15-minute mark of the RECORDED conversation, U-HAUL “*Area Field Manager Jessie Brown*” then also engaged in finger-pointing toward the U-HAUL “*principals*” at the CORPORATE OFFICE claiming that it – not NOVI FEED – was “*responsible for satisfying the reservation*” by having the refrigerator dolly available at the date of BENEFICIARY’s pick-up of the truck at the NOVI FEED agents of TRUSTEE U-HAUL, under joint claim that “*it is not [NOVI FEED AGENTS’] fault*”. **He then admitted that the “fault” of the DISCRIMINATORY CONDUCT by each of the U-HAUL AGENTS in the cities of NOVI and FARMINGTON HILLS were “*training issues*” that needed to be rectified.** (Bold emphasis)
166. Yet at this time of admission, U-HAUL “*Area Field Manager Jessie Brown*” presented no financial compensation whatsoever to BENEFICIARY in helping him and TRUSTEE U-HAUL in establishing this delineation of “*internal blame*” between both “*agent*” and “*principal*” of this **CORRUPT “RACKETEERING” ORGANIZATION** and “**Continuing Financial Crimes Enterprise**” operating in MICHIGAN and throughout the UNITED STATES as “*headquartered*” in PHOENIX. (Bold emphasis and underlined emphasis added)
167. Upon securing U-HAUL “*Area Field Manager Jessie Brown*” admission that “*both sides [principal and agent] of U-HAUL were wrong*”, BENEFICIARY continued further in outlining more of the COMPLAINTS that “U-HAUL CUSTOMER SERVICE AGENTS” had piled into the same “*Complaint Number*” that, by this time in the discussion, has still not been identified yet.
168. At about the (fifteen) 15-minute mark of the RECORDED conversation, U-HAUL “*Area Field Manager Jessie Brown*” then proposed that U-HAUL and BENEFICIARY do exactly as

BENEFICIARY had been advocating that U-HAUL do the previous weeks when “filing” his numerous compound “COMPLAINTS” ... he stated “Let’s deal with one ISSUE at a time” while thereafter failing entirely to refer to “Contract Number”, or “Complaint Number”, or any other “number”.

169. At that above-referenced prompt, BENEFICIARY sought to begin by his COMPLAINT against U-HAUL “Area Field Manager Jessie Brown” himself – for U-HAUL having promised BENEFICIARY that he would receive a phone call “within 72 hours” for resolve of the previous “closing” of the “issue” involving BENEFICIARY having to be subjected to “involuntary servitude” to go to a second location to pick up a refrigerator dolly that was confirmed the previous week as being ready for BENEFICIARY to rent at the first location – by which U-HAUL “Area Field Manager Jessie Brown” did NOT call BENEFICIARY but then unilaterally “resolved” the case for \$25.00 and subsequently “closed” the case and “complaint”. This particular complaint BENEFICIARY identified as COMPLAINT #3077456 to the best of his spontaneous recollection at the time of this call, which was related strictly to the events occurring BEFORE U-HAUL “Area Field Manager Jessie Brown” unilaterally “resolved” the case for \$25. This SEPARATE ISSUE against U-HAUL “Area Field Manager Jessie Brown” acting in such unilateral fashion while creating a FRAUDULENT record in claim that he had first called BENEFICIARY when in FACT that did not happen was an entirely NEW COMPLAINT as it presented “one issue at a time”. (Bold emphasis and underlined emphasis added)

170. In again depending entirely upon BENEFICIARY’s work product on behalf of U-HAUL – executed by “involuntary servitude” and without compensation – and while reiterating his desire to address “each matter one at a time” without referring at all to U-HAUL’s own

records, U-HAUL “Area Field Manager Jessie Brown” asked if the “\$100 deposit” issue was resolved.

171. In answer, BENEFICIARY clarified that it had appeared to be resolved “*after about three hours of [BENEFICIARY] being on the phone*” and by qualification that this was based solely upon BENEFICIARY’s “*good faith belief*” that the stated resolve would “*take up to five business days*” and therefore not yet fully financially “*resolved*” at the time of this call.

172. The “*next issue*” that U-HAUL “Area Field Manager Jessie Brown” wanted to address was the “*dolly issue*”, which U-HAUL “Area Field Manager Jessie Brown” proposed to “*settle*” with a “*direct deposit*” to BENEFICIARY’s bank account \$100.00 in addition to the \$25.00 that had been previously credited to the name and CONTRACT that U-HAUL had with the “*driver*”, “[Rex] David Arsich”.

173. This \$100.00 settlement was accepted by BENEFICIARY in good faith only so far as it was to “settle” the added financial costs to BENEFICIARY in paying for the gas and laborers’ time in waiting and driving while BENEFICIARY’s driver was forced to do U-HAUL’s work in picking up the refrigerator dolly at a second location while other labors wasted their time waiting in the snow at BENEFICIARY’s former home.

174. When agreeing to deposit the “*additional \$100*” directly into BENEFICIARY’s banking account via the account number that BENEFICIARY had initially provided when making his reservation to the first two U-HAUL AGENTS **under strict condition that it was NOT to be used for payment of any goods or services by U-HAUL** (because he would be paying at the counter in CASH instead), U-HAUL “Area Field Manager Jessie Brown” inadvertently revealed how it came to be that the first \$25.00 amount had been “deposited” to BENEFICIARY’s banking account by U-HAUL “Area Field Manager Jessie Brown”

himself earlier WITHOUT AUTHORIZATION of BENEFICIARY for accessing that account. He stated that “the [CORPORATE “principals” in charge of the] system knows the full account number but we [as the U-HAUL AGENTS] cannot see anything except the last four numbers of the account”. (Bold emphasis and underlined emphasis added)

175. At this point in the RECORDED call, BENEFICIARY found yet another reason to question U-HAUL “Area Field Manager Jessie Brown’s” based upon BENEFICIARY’s own personal recall – from the previously RECORDED call that when U-HAUL Agent “Jeremy” had issued a \$100 replacement for the FRAUDULENTLY issued “deposit refund check” that he took a full thirty (30) minutes to “cancel” with BENEFICIARY being forcibly held in involuntary servitude while he took care of U-HAULS’ sole interest in the matter – that U-HAUL Agent “Jeremy” had required the ENTIRE BANK ACCOUNT NUMBER in order to facilitate that AUTHORIZED “direct deposit”. This was the first indicator that either U-HAUL “Area Field Manager Jessie Brown” or U-HAUL Agent “Jeremy” was (again) TORTUOUSLY acting in “bad faith” on behalf of U-HAUL “principals”.

176. BENEFICIARY complied in good faith agreement with U-HAUL “Area Field Manager Jessie Brown’s” proposal in effort to “mitigate his damages” and in effort to move altogether closer to STOP all of this “involuntary servitude” to the TRUSTEE U-HAUL as a CORRUPT RACKETEERING ORGANIZATION. To this end, BENEFICIARY was clearly unsuccessful as this instant “Federal Court case” has become necessary to address all of these issues.

177. Then, without addressing any of the many other UNRESOLVED COMPLAINTS that were “piled on” the previous week by U-HAUL Agent “Jeremy” for resolve by this U-HAUL “Area Field Manager”, U-HAUL “Area Field Manager Jeremy” stated that the “last thing” he intended to address was BENEFICIARY’s “complaint about Alicia” at the U-HAUL

FARMINGTON HILLS location ... again WITHOUT any offer of fair compensation for BENEFICIARY's "*involuntary servitude*". U-HAUL "*Area Field Manager Jessie Brown*" appeared to unilaterally determine that – by simply having a "*discussion*" with this U-HAUL agent, apprising her about the "*outcome*" of U-HAUL "*Area Field Manager Jessie Brown's*" follow-up with BENEFICIARY, and "*perhaps additional training*" for Alicia, being ALL TO TRUSTEE U-HAUL's BENEFIT and to no benefit of BENEFICIARY whatsoever – that this should satisfy BENEFICIARY's concerns on all levels....when this was clearly NOT the case.

178. In good faith, BENEFICIARY took a "*we will see*" attitude while clarifying that there were still unresolved issues of COMPLAINTS that he still wished to bring directly to the CORPORATE (i.e., "EXECUTIVE") level of U-HAUL; whereby BENEFICIARY repeated his request for U-HAUL "*Area Field Manager Jessie Brown*" to provide him with the direct contact information of the EXECUTIVES of the CORPORATE OFFICE in PHOENIX.

179. Having stated his full understanding of BENEFICIARY's conditions for acting in good faith as stated in the preceding paragraph, U-HAUL "*Area Field Manager Jessie Brown*" then FRAUDULENTLY promised to be providing BENEFICIARY the valid direct number of the CORPORATE OFFICE and the name of "*corporate executive Scott Baker*" as also being in U-HAUL's "Man in Charge of Central Michigan" with whom BENEFICIARY could contact for the resolve of the UNRESOLVED COMPLAINTS, particularly as the finger-pointing between "*agents*" and "*principals*" of TRUSTEE U-HAUL. At the very end of this RECORDED call, the phone number U-HAUL "*Area Field Manager Jessie Brown*" gave as the number for contacting Scott Baker directly was 734-341-2466.

FACTS RELATED TO U-HAUL AGENT #15

180. BENEFICIARY David Schied thereafter waited for about ten (10) days to allow TRUSTEE U-HAUL to carry out its various promises and for banking transactions to be ADDED to his account before following up on U-HAUL “*Area Field Manager Jessie Brown’s*” assertion that U-HAUL was indeed a CORPORATE “*executive*” LEVEL “*agent or principal*” capable and willing to remedy the remainder of UNRESOLVED COMPLAINTS that had been bunched up onto U-HAUL “*Area Field Manager Jessie Brown’s*” shoulders but still unaddressed by him.

181. Thus, on Tuesday 3/30/21, BENEFICIARY dialed “734-341-2466” as the so-called “CORPORATE” phone number for reaching U-HAUL “*principal*” Scott Baker and only got an outgoing message commanding BENEFICIARY to leave a message and phone number. Scott Baker’s outgoing message specifically identified him by name and AS the embodiment of “U-HAUL CENTRAL MICHIGAN”. **There was nothing in this outgoing message that reaffirming U-HAUL “*Area Field Manager Jessie Brown’s*” assertion that this was either U-HAUL “CORPORATE” executive, or that he was in any other way connected with the U-HAUL “CORPORATE OFFICE” in PHOENIX, ARIZONA as requested and FRAUDULENTLY asserted around ten days before by U-HAUL “*Area Field Manager Jessie Brown*”.**

182. At the end of this outgoing message identifying what appeared to be just another inept “AGENT” for U-HAUL, Scott Baker, the “*after message*” reported – on BENEFICIARY’s RECORDED LINE – that Baker’s “*Mailbox is full and cannot receive any further messages.*” **This U-HAUL “*system*” then hung-up on BENEFICIARY while tortuously LOCKING**

**OUT any further resolve of the many still open COMPLAINTS** raised by **BENEFICIARY**. (Bold emphasis and underlined emphasis added)

FACTS RELATED TO U-HAUL AGENT (AND/OR "PRINCIPAL") #16

183. Having exhausted himself in "*involuntary servitude*" to the furthest extent of trying to "*mitigate his damages*" WITHOUT RESOLVE and WITHOUT CONSIDERATION from TRUSTEE U-HAUL, BENEFICIARY David Schied turned his attention to his other more pressing matters of his being a "*STATE*" and "*FEDERAL*" crime victim and professed "*refugee*" from the STATE OF MICHIGAN resulting from his homelessness. **It was during this period of "recovery" from these compounded ordeals – between 4/27/21 through 4/29/21 – that TRUSTEE U-HAUL sent FRAUDULENT text messages followed by FRAUDULENT emails – being additional "counts" of TORT, and FRAUD (in general) and WIRE FRAUD – attempting to CRIMINALLY EXTORT money from BENEFICIARY David Schied on a CONTRACT otherwise identifying the third-party "driver", being "David Arsich" as the CONTRACT HOLDER and "responsible party" for "Toll Citations" on U-HAUL's owned truck.** (Bold emphasis and underlined emphasis added)

184. The EXTORTION (Phone) TEXTS and EXTORTION (E-mail) LETTERS referenced "*charge*" amounts and included a "Customer Number" that had never before been referenced by any party related to BENEFICIARY's reservation, BENEFICIARY's "CASH" payment in full, and/or related to any of BENEFICIARY's many "Complaints". Instead, this "*Customer Number*" was associated with "*driver*" David Arsich as the referenced "*CONTRACT HOLDER*".



185. Subsequently, upon spotting these EXTORTION COMMUNICATIONS, BENEFICIARY David Schied immediately telephoned the HUNTINGTON BANK – first on 3/27/21 – right after discovering that these “communications” from U-HAUL went beyond extortion to be actual FINANCIAL CRIMES and BANK FRAUD by the fact that the HUNTINGTON BANK had registered these EIGHT SEPARATE “COUNTS” of charges as still “*pending*”. (Bold emphasis and underlined emphasis added)
186. Therefore, BENEFICIARY immediately RECORDED his 3/27/21 telephone call to HUNTINGTON BANK in prompt effort to “*dispute*” the charges and to “*file a FRAUD REPORT*”. The HUNTINGTON BANK “FRAUD DEPARTMENT”, reporting the inability to transfer the call to “*Fraud Associate*” due to “*high call volumes*”; **but nevertheless automatically “froze the account”** under promise to provide a “*full investigation*” and a “*call back*” on the matter in the very near future. (Bold emphasis and underlined emphasis added)
187. This promised action of performing an investigation into this report of FRAUD, did not occur the following day, so BENEFICIARY telephoned a live person at the HUNTINGTON BANK on 4/29/21, and after seeing online that the HUNTINGTON BANK had lifted the “pending” status and had changed the status of these EIGHT (8) FINANCIAL CRIMES to a “debit” status, despite the account having otherwise been “frozen” and locking BENEFICIARY out of his own ability to conduct banking transactions while giving the appearance of allowing TRUSTEE U-HAUL to continue “ransacking” the account through its “RICO” CRIMES of “LARCENY” and “BANK FRAUD”. (Bold emphasis and underlined emphasis added)

188. In calling HUNTINGTON BANK ***teller agent Pam*** in Michigan (**herein a WITNESS**) conducted a personal verification of BENEFICIARY's *"FRAUD REPORT"*, while also verifying ON A RECORDED LINE – that the banking account had the U-HAUL charges still *"pending"* the investigation the reported EIGHT (8) CRIMINAL COUNTS of WIRE FRAUD and LARCENY occurring on this *"frozen"* HUNTINGTON BANK *"debit card account"*. **HUNTINGTON BANK *"teller agent PAM"* stated that since the status of these FRAUDULENT CHARGES was still *"pending"*, she would administratively *"dispute"* all of the charges and ensure that the charges would be *"reversed"* and *"credited"* back to BENEFICIARY's account.**
189. A HUNTINGTON BANK *"statement"* issued on 5/3/21 showed that on that date all EIGHT (8) FINANCIAL CRIMES had been *"reversed"* and were listed as a *"pending credit"* to BENEFICIARY's account.
190. Subsequently, HUNTINGTON BANK wrote a letter dated 5/4/21, notifying that as a **result of the completion of the FRAUD INVESTIGATION, the reversed charges and STOLEN FUNDS were *"permanently credited"* back BENEFICIARY's account.** HUNTINGTON BANK did not indicate whether or not criminal *"bank fraud"* or other criminal charges were filed with the UNITED STATES DEPARTMENT OF JUSTICE as a result of these financial crimes of EXTORTION, WIRE FRAUD, LARCENY, and BANK FRAUD having been committed.
191. Two weeks later, HUNTINGTON BANK issued a *"monthly statement"* listing each of the FINANCIAL CRIMES as a *"Provisional Credit"* to BENEFICIARY's debit card account, which by this time had been issued a new debit card and a new account number that purportedly was inaccessible and unknowable to U-HAUL as *"the Criminally Accused"*.

**SEPARATE COUNTS AND ARGUMENTS**

192. BENEFICIARY repeats paragraphs 1 through 191 as if reiterated in their entirety herein verbatim.

193. As captured nearly entirely by RECORDED phone conversations, written documents generated by TRUSTEE U-HAUL, and a plethora of “*witnesses*”, TRUSTEE U-HAUL is operating *corruptly* as a *racketeering* organization, and as a “*continuing financial crimes enterprise*”. It has minimally engaged in crimes of *extortion*, general *fraud* and *wire fraud*; and it has a “*hard-wired*” hierarchy of a RICO crime syndicate designed to include a conspiracy to cover-up their many financial crimes.

194. A significant portion of the admitted Civil Rights violations are tortuously facilitated by coercion and forcing American Consumers of U-HAUL products into slavery – “*involuntary servitude*” – in order to get administrative complaints “*answered*” and/or “*remedied*” in any way; but then remedying those complaints to the sole benefit of U-HAUL without consideration or compensation for the administrative labor put forth by those Consumer “*complainants*” toward the cleanup of U-HAUL’s systemic deficiencies, which never gets carried out anyway once exposed because of the inherent corruption and systemic top-down racketeering.

**COUNT ONE –**  
**RACKETEERING AND CORRUPTION (“*RICO*” VIOLATION)**

195. BENEFICIARY repeats paragraphs 1 through 194 as if reiterated in their entirety herein verbatim.

196. The FACTS as presented in the above paragraphs demonstrate that TRUSTEE U-HAUL is operating with a top-down hierarchical design of power structure with “*agents*” of the lower

“*tiers*” of the hierarchy systematically operating in a conspiracy to protect the “*principals*” at the top of that hierarchy.

197. TRUSTEE U-HAUL is operating as Racketeers, as a Continuing Financial Crimes Enterprise, in various deceptive ways on a national scale to defraud American consumers of both money and labor for private profit.
198. TRUSTEE U-HAUL systemically incorporates both “*chain*” and “*circle*” conspiracies within its corrupt organization in order to defraud and abuse the good faith of American Consumers in order to privately profit by confusion in the administrative mishandlings of consumer “*complaints*”.
199. The EVIDENCE established and available to this Court clearly shows that TRUSTEE U-HAUL – by intentional design of “*pattern and practice*” – TWICE denied BENEFICIARY his right to contract with U-HAUL, instead reneging upon an initial contract initiated by BENEFICIARY as a “*totally and permanently disabled quad-amputee*” and substituting that contract with a third-party “*driver*” instead, effectively because BENEFICIARY was not licensed by the STATE OF MICHIGAN to “*drive*” a commercial vehicle.
200. Subsequently, TRUSTEE U-HAUL accepted BENEFICIARY’s payment in CASH under similar fraudulence on 2/22/21, then transferring its contract with BENEFICIARY to a third-party driver for tortuous purposes of issuing a “*deposit refund*” back to BENEFICIARY that both non-tenderable and non-transferrable. The underlying basis for such fraud was to complete U-HAUL’s “*racketeering setup*” and “*continuing financial crimes operation*” for accessing BENEFICIARY’s account without authorization and under fraudulent pretense of having such authorization while otherwise engaging in dishonest business practices.

201. Then, in countering BENEFICIARY's *good faith* attempts to seek simple remedy resulting from the systemic results of TRUSTEE's civil rights violations and other financial crimes (i.e., replacing a "*security deposit refund*" check written to a non-existent party to the front-end transaction), TRUSTEE engaged in a long, recorded series of corrupt practices to include tortuous finger-pointing and fraudulent assertions in order to prevent or delay the resolve of the debt owed by U-HAUL to the consumer (BENEFICIARY), privately profiting in the process.
202. Thus, the *policies and practices* being carried out by TRUSTEE through its "*principals*" and "*agents*" are proven as both intentional and premeditated by systemic design to be a violation of both the *letter* and the *spirit* of the RICO ACT.
203. For these and other reasons, BENEFICIARY is entitled to a TRIAL BY JURY and an award against TRUSTEE U-HAUL in excess of \$75,000 plus punitive and/or exemplary damages.

**COUNT TWO –**  
**AMERICAN WITH DISABILITIES ACT VIOLATION ("*CIVIL RIGHTS*")**

204. BENEFICIARY repeats paragraphs 1 through 203 as if reiterated in their entirety herein verbatim.
205. Under the Common Law and both Statutory Laws and Trust Law, all sovereign American are born with certain inherent rights to "*equal treatment*" in the handling of contracts and to "*due process*" in the exercise of "*grievances*" and "*redress of grievances*". These rights are "*inalienable*" and/or "*unalienable*", meaning this sovereign Right cannot be separated from or "*alienated*" from or administratively brought as a "*lien*" against sovereign Americans without their expressed knowledge or permission.

206. The EVIDENCE established and available to this Court clearly shows that TRUSTEE U-HAUL – by intentional design of systemic “*pattern and practice*” – TWICE denied BENEFICIARY his right to contract with U-HAUL, instead tortuously reneging upon an initial contract initiated by BENEFICIARY as a “*totally and permanently disabled quad-amputee*” and substituting that contract with a third-party “*driver*” instead because BENEFICIARY was not licensed by the STATE OF MICHIGAN to “*drive*” a commercial vehicle.
207. In countering BENEFICIARY’s *good faith* attempts to seek simple remedy resulting from the systemic results of TRUSTEE’s civil rights violations and other financial crimes (i.e., replacing a “*security deposit refund*” check written to a non-existent party to the front-end transaction), TRUSTEE engaged in a long, recorded series of corrupt practices to include tortuous finger-pointing and fraudulent assertions in order to prevent or delay the resolve of the debt owed by U-HAUL to the consumer, privately profiting in the process.
208. The EVIDENCE established and available to this Court clearly shows that TRUSTEE U-HAUL – by intentional design of “*pattern and practice*” – repeatedly converted BENEFICIARY’s sovereign “Rights” to “privileges” when filing his numerous “complaints” with U-HAUL. Instead of providing ADA-required “*reasonable accommodations*” to BENEFICIARY as a “*totally and permanently disabled quad-amputee*”, TRUSTEE instead sought to coerce BENEFICIARY into providing U-HAUL agents with critical thinking on employee and policy evaluations, using his own “*third-party*” research, private consulting, commercial transportation and driver, and other services instead for U-HAUL’s own personal profiteering.

209. Thus, the *policies and practices* being carried out by TRUSTEE through its “*principals*” and “*agents*” are proven as both intentional and premeditated by systemic design to be a violation of both the *letter* and the *spirit* of the AMERICANS WITH DISABILITIES ACT.

210. For these and other reasons, BENEFICIARY is entitled to a TRIAL BY JURY and an award against TRUSTEE U-HAUL in excess of \$75,000 plus punitive and/or exemplary damages.

**COUNT THREE –**  
**THIRTEENTH AMENDMENT VIOLATION (“CIVIL RIGHTS”)**

211. BENEFICIARY repeats paragraphs 1 through 200 as if reiterated in their entirety herein verbatim.

212. Under the Common Law and both Statutory Laws and Trust Law, all sovereign American are born with certain inherent rights to “*equal treatment*” in the handling of contracts and to “*due process*” in the exercise of “*grievances*” and to “*redress of grievances*”. These rights are “*inalienable*” and “*unalienable*”, meaning this sovereign Right cannot be separated from or “*alienated*” from or administratively brought as a “*lien*” against sovereign Americans without their **expressed** knowledge or **voluntary** permission.

213. The EVIDENCE established and available to this Court clearly shows that TRUSTEE U-HAUL – by intentional design of “*pattern and practice*” – repeatedly converted BENEFICIARY’s sovereign “*Rights*” to “*privileges*” when filing his numerous “*complaints*” with U-HAUL. Instead of providing ADA-required “*reasonable accommodations*” to BENEFICIARY as a “*totally and permanently disabled quad-amputee*”, TRUSTEE instead **tortuously** sought to coerce BENEFICIARY into providing U-HAUL agents with critical thinking on employee and policy evaluations, using his own “*third-party*” research, private

consulting, commercial transportation and driver, and other services instead for U-HAUL's own personal profiteering.

214. In countering BENEFICIARY's *good faith* attempts to seek simple remedy resulting from the systemic results of TRUSTEE's civil rights violations and other financial crimes (i.e., replacing a "*security deposit refund*" check written to a non-existent party to the front-end transaction), TRUSTEE engaged in a long, recorded series of corrupt practices to include finger-pointing, misrepresentations, and fraudulent assertions in order to prevent or delay the resolve of the debt owed by U-HAUL to the consumer, privately profiting in the process.

215. Thus, the *policies and practices* being carried out by TRUSTEE through its "*principals*" and "*agents*" are proven as both intentional and premeditated by systemic design to be a violation of both the *letter* and the *spirit* of the THIRTEENTH AMENDMENT.

216. For these and other reasons, BENEFICIARY is entitled to a TRIAL BY JURY and an award against TRUSTEE U-HAUL in excess of \$75,000 plus punitive and/or exemplary damages.

**COUNT FOUR –  
FOURTEENTH AMENDMENT VIOLATION ("CIVIL RIGHTS")**

217. BENEFICIARY repeats paragraphs 1 through 216 as if reiterated in their entirety herein verbatim.

218. Under the Common Law and both Statutory Laws and Trust Law, all sovereign American are born with certain inherent rights to "*equal treatment*" in the handling of contracts and "*due process*" in the exercise of "*grievances*" and to "*redress of grievances*". These rights are "*inalienable*" and "*unalienable*", meaning this sovereign Right cannot be separated from or



“*alienated*” from or administratively brought as a “*lien*” against sovereign Americans without their *expressed* knowledge or *voluntary* permission.

219. The EVIDENCE established and available to this Court clearly shows that TRUSTEE U-HAUL – by intentional design of “*pattern and practice*” – repeatedly converted BENEFICIARY’s sovereign “*Rights*” to “*privileges*” when filing his numerous “*complaints*” with U-HAUL. Instead of providing ADA-required “*reasonable accommodations*” to BENEFICIARY as a “*totally and permanently disabled quad-amputee*”, TRUSTEE instead sought to coerce BENEFICIARY into providing U-HAUL agents with critical thinking on employee and policy evaluations, using his own “*third-party*” research, private consulting, commercial transportation and driver, and other services instead for U-HAUL’s own personal profiteering.

220. In countering BENEFICIARY’s *good faith* attempts to seek simple remedy resulting from the systemic results of TRUSTEE’s civil rights violations and other financial crimes (i.e., replacing a “*security deposit refund*” check written to a non-existent party to the front-end transaction), TRUSTEE engaged in a long, recorded series of corrupt practices to include tortuous finger-pointing, misrepresentations, and fraudulent assertions in order to prevent or delay the resolve of the debt owed by U-HAUL to the consumer, privately profiting in the process.

221. Thus, the *policies and practices* being carried out by TRUSTEE through its “*principals*” and “*agents*” are proven as both intentional and premeditated by systemic design to be a “*due process*” violation of both the *letter* and the *spirit* of the FOURTEENTH AMENDMENT.

222. For these and other reasons, BENEFICIARY is entitled to a TRIAL BY JURY and an award against TRUSTEE U-HAUL in excess of \$75,000 plus punitive and/or exemplary damages.

**COUNT FIVE –**  
**TORTUOUS CONSPIRACY TO) DEPRIVATION OF RIGHTS**  
**UNDER COLOR OF LAW (42 U.S.C. § 1983)**

223. BENEFICIARY repeats paragraphs 1 through 222 as if reiterated in their entirety herein verbatim.

224. The FACTS as presented in the above paragraphs demonstrate that TRUSTEE U-HAUL is operating with a top-down hierarchical design of power structure with “agents” of the lower “tiers” of the hierarchy systematically operating in a conspiracy to protect the “principals” at the top of that hierarchy.

225. TRUSTEE U-HAUL is operating as Racketeers, as a Continuing Financial Crimes Enterprise, in various deceptive ways on a national scale to defraud American consumers of both money and labor for private profit.

226. TRUSTEE U-HAUL systemically incorporates both “chain” and “circle” conspiracies within its corrupt organization in order to defraud and abuse the good faith of American Consumers in order to privately profit by confusion in the administrative mishandlings of consumer “complaints”.

227. The EVIDENCE established and available to this Court clearly shows that TRUSTEE U-HAUL – by *tortuous* intentional design of “pattern and practice” – TWICE denied BENEFICIARY his right to contract with U-HAUL, instead reneging upon an initial contract initiated by BENEFICIARY as a “*totally and permanently disabled quad-amputee*” and

substituting that contract with a third-party “*driver*” instead because BENEFICIARY was not licensed by the STATE OF MICHIGAN to “*drive*” a commercial vehicle.

228. Subsequently, TRUSTEE U-HAUL accepted BENEFICIARY’s payment in CASH under similar fraudulence on 2/22/21, then transferring its contract with BENEFICIARY to a third-party driver for purposes of issuing a “*deposit refund*” back to BENEFICIARY that both non-tenderable and non-transferrable. The underlying basis for such fraud was to complete U-HAUL’s “*racketeering setup*” and “*continuing financial crimes operation*” for accessing BENEFICIARY’s account without authorization and under fraudulent pretense of having such authorization while otherwise engaging in dishonest business practices.

229. Then, in countering BENEFICIARY’s *good faith* attempts to seek simple remedy resulting from the systemic results of TRUSTEE’s civil rights violations and other financial crimes (i.e., replacing a “*security deposit refund*” check written to a non-existent party to the front-end transaction), TRUSTEE engaged in a long, recorded series of corrupt practices to include *tortuous* finger-pointing and *fraudulent* assertions in order to prevent or delay the resolve of the debt owed by U-HAUL to the consumer, privately profiting in the process.

230. Under the Common Law and both Statutory Laws and Trust Law, all sovereign American are born with certain inherent rights to “equal treatment” and “due process” in the exercise of “*grievances*” and to “*redress of grievances*”. These rights are “*inalienable*” and “*unalienable*”, meaning this sovereign Right cannot be separated from or “*alienated*” from or administratively brought as a “*lien*” against sovereign Americans without their *expressed* knowledge or *voluntary* permission.

231. The EVIDENCE established and available to this Court also clearly shows that TRUSTEE U-HAUL – by intentional design of “*pattern and practice*” – repeatedly converted

BENEFICIARY's sovereign "*Rights*" to "*privileges*" when filing his numerous "*complaints*" with U-HAUL. Instead of providing ADA-required "*reasonable accommodations*" to BENEFICIARY as a "*totally and permanently disabled quad-amputee*", TRUSTEE instead *tortuously* sought to coerce BENEFICIARY into providing U-HAUL agents with critical thinking on employee and policy evaluations, using his own "*third-party*" research, private consulting, commercial transportation and driver, and other services instead for U-HAUL's own personal profiteering.

232. Thus, the *policies and practices* being carried out by TRUSTEE through its "*principals*" and "*agents*" are proven as both intentional and premeditated by systemic design to be a "*deprivation of rights*" and a "*conspiracy*" of the same "*under color of*" of both the *letter* and the *spirit* of the laws governing "*equal treatment*" and "*due process*" for all American People and Consumers, being also criminal violations of the RICO ACT.

233. For these and other reasons, BENEFICIARY is entitled to a TRIAL BY JURY and an award against TRUSTEE U-HAUL in excess of \$75,000 plus punitive and/or exemplary damages.

**COUNT SIX –**  
**TORTUOUS MISREPRESENTATION AND FRAUD**  
**(a.k.a. "*COMMON LAW TORT*" and "*FRAUDULENT BUSINESS PRACTICES*")**

234. BENEFICIARY repeats paragraphs 1 through 233 as if reiterated in their entirety herein verbatim.

235. The EVIDENCE established and available to this Court clearly shows that TRUSTEE U-HAUL – by intentional design of "*pattern and practice*" – TWICE denied BENEFICIARY his right to contract with U-HAUL, instead reneging upon an initial contract initiated by BENEFICIARY as a "*totally and permanently disabled quad-amputee*" and substituting that

contract with a third-party “*driver*” instead because BENEFICIARY was not licensed by the STATE OF MICHIGAN to “*drive*” a commercial vehicle.

236. Subsequently, TRUSTEE U-HAUL accepted BENEFICIARY’s payment in CASH under similar fraudulence on 2/22/21, then transferring its contract with BENEFICIARY to a third-party driver for purposes of issuing a “*deposit refund*” back to BENEFICIARY that both non-tenderable and non-transferrable. The underlying basis for such fraud was to complete U-HAUL’s “*racketeering setup*” and “*continuing financial crimes operation*” for accessing BENEFICIARY’s account without authorization and under fraudulent pretense of having such authorization while otherwise engaging in dishonest business practices.

237. In countering BENEFICIARY’s *good faith* attempts to seek simple remedy resulting from the systemic results of TRUSTEE’s civil rights violations and other financial crimes (i.e., replacing a “*security deposit refund*” check written to a non-existent party to the front-end transaction), TRUSTEE engaged in a long, recorded series of corrupt practices to include *tortuous* finger-pointing and *fraudulent* assertions in order to prevent or delay the resolve of the debt owed by U-HAUL to the consumer, privately profiting in the process.

238. The EVIDENCE established and available to this Court also clearly shows that TRUSTEE U-HAUL – by intentional design of “*pattern and practice*” – repeatedly committed acts of “*misrepresentation*” and “*fraud*” against BENEFICIARY in his exercise of certain sovereign “*Rights*” when contracting with U-HAUL and filing his numerous “*complaints*” with U-HAUL. Instead of providing ADA-required “*reasonable accommodations*” to BENEFICIARY as a “*totally and permanently disabled quad-amputee*”, TRUSTEE instead sought to coerce BENEFICIARY into providing U-HAUL agents with critical thinking on employee and policy

evaluations, using his own “*third-party*” research, private consulting, commercial transportation and driver, and other services instead for U-HAUL’s own personal profiteering.

239. The FACTS as presented in the above paragraphs demonstrate that TRUSTEE U-HAUL is operating with a top-down hierarchical design of power structure with “*agents*” of the lower “*tiers*” of the hierarchy systematically operating in a conspiracy to protect the “*principals*” at the top of that hierarchy.

240. TRUSTEE U-HAUL systemically incorporates both “*chain*” and “*circle*” conspiracies within its corrupt organization in order to defraud and abuse the good faith of American Consumers in order to privately profit by confusion in the administrative mishandlings of consumer “*complaints*”.

241. Thus, the *policies and practices* being carried out by TRUSTEE through its “*principals*” and “*agents*” are proven as both intentional and premeditated by systemic design to be a violation of both the *letter* and the *spirit* of the RICO ACT.

242. TRUSTEE U-HAUL then, is operating as Racketeers, as a Continuing Financial Crimes Enterprise, in various deceptive ways on a national scale to defraud American consumers of both money and labor for private profit.

243. Therefore, for these and other reasons, BENEFICIARY is entitled to a TRIAL BY JURY and an award against TRUSTEE U-HAUL in excess of \$75,000 plus punitive and/or exemplary damages.

**COUNT SEVEN –**  
**EXTORTION and WIRE FRAUD (“*RICO*”)**

244. BENEFICIARY repeats paragraphs 1 through 243 as if reiterated in their entirety herein verbatim.

245. The EVIDENCE established and available to this Court clearly shows that TRUSTEE U-HAUL – by intentional design of “*pattern and practice*” – TWICE denied BENEFICIARY his right to contract with U-HAUL, instead reneging upon an initial contract initiated by BENEFICIARY as a “*totally and permanently disabled quad-amputee*” and substituting that contract with a third-party “*driver*” instead because BENEFICIARY was not licensed by the STATE OF MICHIGAN to “*drive*” a commercial vehicle.
246. The EVIDENCE established as a matter of this Court Record also proves that in the process of transferring BENEFICIARY’s contract with U-HAUL to a third party, TRUSTEE U-HAUL nevertheless retained information about BENEFICIARY’s banking institution and account which was otherwise coerced from BENEFICIARY under fraudulent pretense in late January and early February 2021 when BENEFICIARY was making his TWO initial reservations with a single U-HAUL location for a truck and refrigerator dolly.
247. Subsequently, TRUSTEE U-HAUL accepted BENEFICIARY’s payment in CASH under similar fraudulence on 2/22/21, then transferring its contract with BENEFICIARY to a third-party driver for purposes of issuing a “*deposit refund*” back to BENEFICIARY that both non-tenderable and non-transferrable. The underlying basis for such fraud was to complete U-HAUL’s “*racketeering setup*” and “*continuing financial crimes operation*” for accessing BENEFICIARY’s account without authorization and under fraudulent pretense of having such authorization while otherwise engaging in dishonest business practices.
248. In countering BENEFICIARY’s *good faith* attempts to seek simple remedy resulting from the systemic results of TRUSTEE’s civil rights violations (i.e., replacing a “*security deposit refund*” check written to a non-existent party to the front-end transaction), TRUSTEE engaged in a long, recorded series of corrupt practices to include *tortuous* finger-pointing and *fraudulent*

assertions in order to prevent or delay the resolve of the debt owed by U-HAUL to the consumer, privately profiting in the process.

249. The EVIDENCE established and available to this Court also clearly shows that TRUSTEE U-HAUL – by intentional design of “*pattern and practice*” – repeatedly committed acts of “*extortion*” and “*wire fraud*” against BENEFICIARY in his exercise of certain sovereign “*Rights*” when contracting with U-HAUL and filing his numerous “*complaints*” with U-HAUL. Instead of providing ADA-required “*reasonable accommodations*” to BENEFICIARY as a “*totally and permanently disabled quad-amputee*”, TRUSTEE instead sought to coerce BENEFICIARY into providing U-HAUL agents with “*authorized access*” to his bank account under the pretenses of depositing “*refunds*”, while subsequently and underhandedly using the same account to execute their “*financial crimes*” through email “*extortion*” and bank “*wire fraud*”.

250. The FACTS as presented in the above paragraphs demonstrate that TRUSTEE U-HAUL is operating with a top-down hierarchical design of power structure with “*agents*” of the lower “*tiers*” of the hierarchy systematically operating in a conspiracy to protect the “*principals*” at the top of that hierarchy.

251. TRUSTEE U-HAUL systemically incorporates both “*chain*” and “*circle*” conspiracies within its corrupt organization in order to defraud and abuse the good faith of American Consumers in order to privately profit by confusion in the administrative mishandlings of consumer “*complaints*”.

252. Thus, the *policies and practices* being carried out by TRUSTEE through its “*principals*” and “*agents*” are proven as both intentional and premeditated by systemic design to be a violation of both the *letter* and the *spirit* of the RICO ACT.



253. TRUSTEE U-HAUL then, is operating as Racketeers, as a Continuing Financial Crimes Enterprise, in various deceptive ways on a national scale to defraud American consumers of both money and labor for private profit.

254. Therefore, for these and other reasons, BENEFICIARY is entitled to a TRIAL BY JURY and an award against TRUSTEE U-HAUL in excess of \$75,000 plus punitive and/or exemplary damages.

**COUNT EIGHT –**  
**THEFT, LARCENY, AND BANK FRAUD (“FINANCIAL CRIMES”)**

255. BENEFICIARY repeats paragraphs 1 through 254 as if reiterated in their entirety herein verbatim.

256. The EVIDENCE established and available to this Court clearly shows that TRUSTEE U-HAUL – by intentional design of “*pattern and practice*” – TWICE denied BENEFICIARY his right to contract with U-HAUL, instead reneging upon an initial contract initiated by BENEFICIARY as a “*totally and permanently disabled quad-amputee*” and substituting that contract with a third-party “*driver*” instead because BENEFICIARY was not licensed by the STATE OF MICHIGAN to “*drive*” a commercial vehicle.

257. The EVIDENCE established as a matter of this Court Record also proves that in the process of transferring BENEFICIARY’s contract with U-HAUL to a third party, TRUSTEE U-HAUL nevertheless retained information about BENEFICIARY’s banking institution and account which was otherwise coerced from BENEFICIARY under fraudulent pretense in late January and early February 2021 when BENEFICIARY was making his TWO initial reservations with a single U-HAUL location for a truck and refrigerator dolly.

258. Subsequently, TRUSTEE U-HAUL accepted BENEFICIARY's payment in CASH under similar fraudulence on 2/22/21, then transferring its contract with BENEFICIARY to a third-party driver for purposes of issuing a "*deposit refund*" back to BENEFICIARY that both non-tenderable and non-transferrable. The underlying basis for such fraud was to complete U-HAUL's "*racketeering setup*" and "*continuing financial crimes operation*" for accessing BENEFICIARY's account without authorization and under fraudulent pretense of having such authorization while otherwise engaging in dishonest business practices.

259. In countering BENEFICIARY's *good faith* attempts to seek simple remedy resulting from the systemic results of TRUSTEE's civil rights violations (i.e., replacing a "*security deposit refund*" check written to a non-existent party to the front-end transaction), TRUSTEE engaged in a long, recorded series of corrupt practices to include tortuous finger-pointing and fraudulent assertions in order to prevent or delay the resolve of the debt owed by U-HAUL to the consumer, privately profiting in the process.

260. The EVIDENCE established and available to this Court also clearly shows that TRUSTEE U-HAUL – by intentional design of "*pattern and practice*" – repeatedly committed acts of "*misrepresentation*" and "*fraud*" (in general) against BENEFICIARY in his exercise of certain sovereign "*Rights*" when contracting with U-HAUL and filing his numerous "*complaints*" with U-HAUL.

261. Instead of providing ADA-required "*reasonable accommodations*" to BENEFICIARY as a "*totally and permanently disabled quad-amputee*", TRUSTEE instead sought to coerce BENEFICIARY into providing U-HAUL agents with "*authorized access*" to his bank account under the pretenses of depositing "*refunds*", while subsequently and underhandedly using the

same account to execute their “*financial crimes*” through email “*extortion*” and bank “*wire fraud*”.

262. These criminal RICO acts, as they relate to TRUSTEE U-HAUL as a “*Continuing Financial Crimes Enterprise*”, can be shown to consist not only of the aforementioned crimes of *misrepresentation, fraud, deprivation of rights under color of law* (18 U.S.C. §§ 241 and 242), *extortion* and *wire fraud*, but also felony *theft, larceny, and bank fraud*.

263. The FACTS as presented in the above paragraphs demonstrate that TRUSTEE U-HAUL is operating with a top-down hierarchical design of power structure with “*agents*” of the lower “*tiers*” of the hierarchy systematically operating in a conspiracy to protect the “*principals*” at the top of that hierarchy.

264. TRUSTEE U-HAUL systemically incorporates both “*chain*” and “*circle*” conspiracies within its corrupt organization in order to defraud and abuse the good faith of American Consumers in order to privately profit by confusion in the administrative mishandlings of consumer “*complaints*”.

265. Thus, the *policies and practices* being carried out by TRUSTEE through its “*principals*” and “*agents*” are proven as both intentional and premeditated by systemic design to be a violation of both the *letter* and the *spirit* of the RICO ACT.

266. TRUSTEE U-HAUL then, is operating as *Racketeers*, as a *Continuing Financial Crimes Enterprise*, in various deceptive ways on a national scale to defraud American consumers of both money and labor for private profit.

267. Therefore, for these and other reasons, BENEFICIARY is entitled to a TRIAL BY JURY and an award against TRUSTEE U-HAUL in excess of \$75,000 plus punitive and/or exemplary damages.

TRUSTEE U-HAUL have systemic elements that have been well-planned and thought out for implementation to protect the “*top-down*” hierarchy engaging in RICO criminal enterprises that are committing, perpetuating and covering-up multi-tiered (i.e., “*predicate*” and “*secondary*”) financial crimes.

269. These financial crimes, as they also involve both “*civil rights*” violations – by design – involve usury of the public consumers and “*involuntary servitude*” of dissatisfied customers without financial consideration or reasonable compensation for their demonstrated labor, intelligence, or expertise of these private individuals; being otherwise American Consumers otherwise coerced and forced by misrepresentation and fraud to provide “*consultation*”, “*training*” and other “*benefits*” to this government-licensed “TRUSTEE” of U-HAUL as just another “*too big to fail*” corporate multi-tiered crime syndicate.

270. As such, BENEFICIARY is owed more than just **COMPENSATORY DAMAGES** for his time, education, and experience in identifying the “*symptoms*” and uncovering the underlying “*causes*” for TRUSTEE U-HAUL’s “*corruption*” and “*racketeering*”; BENEFICIARY is also owed **PUNITIVE DAMAGES** for the numerous TORT “*counts*” of his “*crime victimization*”, and for U-HAUL also knowingly and willingly violating BENEFICIARY’s numerous constitutional and civil rights as a sovereign American and a legally “*disabled*” person.

Respectfully submitted by:

/s/ David Schied, “*Beneficiary*”  
(authorized “*legal signature*” by “*reasonable accommodation*” to a “*quad-amputee*”)

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**CONCLUSION AND DEMAND FOR RELIEF**

**SWORN AFFIDAVIT OF TRUTH**

I, David Schied, herein and hereby declare and solemnly swear – under penalty of “*perjury*” as defined by indictment of Grand Jury and adjudicated by a sovereign Jury Trial by my peers – that the foregoing is the accurate and complete truth, to the best of my information and belief, so help me God.

/s/ David Schied, “*Beneficiary*”

(authorized “*legal signature*” by “*reasonable accommodation*” to a “*quad-amputee*”)

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