

DISTRICT COURT OF THE UNITED STATES
FOR THE EASTERN DISTRICT OF MICHIGAN,
SOUTHERN DIVISION

Civ. No. _____

JUDGE _____

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*")

v.

Ava Ortner, in her private capacity as the Criminally "*Accused*";
AVA ORTNER, in her public capacity as a MICHIGAN
"*officer of the court*" and as LEGAL GUARDIAN for ...

Donald Thorpe, Jr., a disabled veteran and the Criminally
"*Accused*";

Paul Gobeille, in his private capacity, and in his CORPORATE
capacity as SENIOR VICE-PRESIDENT and,

Michael Yamada, in his private capacity, and in his CORPORATE
capacity as PRINCIPAL for ...

COLLIERS INTERNATIONAL

Bill Gatt, in his private capacity and his public capacity as MAYOR,
and,

NOVI CITY COUNCIL, all members in their public capacities
of the...

CITY OF NOVI

52-1 DISTRICT COURT OF MICHIGAN

ATTORNEY GRIEVANCE COMMISSION

Christopher Cole, in his private capacity as the "*criminally accused*"
and in his public capacity as USDOJ FBI Task Force Officer

Christopher Tarrant, in private capacity as the "*criminally accused*"
and in his public capacity as USDOJ FBI Special Agent

Michael Horowitz, in his private and public capacities, as
USDOJ-OIG and CHAIR of PANDEMIC RESPONSE
ACCOUNTABILITY COMMITTEE, a DIVISION of the ...

**COUNCIL OF INSPECTORS GENERAL ON INTEGRITY
AND EFFICIENCY**

Nina Witkofski, in her private capacity, and
in her public capacity as CHIEF OF STAFF, for the ...

CENTER FOR DISEASE CONTROL AND PREVENTION;

William Barr in his private capacity, and in his public capacity
(and/or his USAG replacement's public capacity) as UNITED
STATES ATTORNEY GENERAL ("*USAG*");

Jeffrey Rosen, in public capacity as the new USAG;

Eric Dreiband, in his private capacity, and in his public capacity as
ASSISTANT U.S. ATTORNEY GENERAL for the
CIVIL RIGHTS DIVISION of the ...

UNITED STATES DEPARTMENT OF JUSTICE ("USDOJ")

EMERGENCY MOTION
TO EXPEDITE
and
MOTION FOR IMMEDIATE
TEMPORARY
DECLARATORY AND
INJUNCTIVE RELIEF

**On Case of Real
THREAT OF VIOLENCE
Against Totally and
Permanently Disabled
Quad-Amputee
Being
CRIMINALLY EVICTED
in spite the
2020 CDC ORDER OF
EVICTON MORATORIUM
and the
2021 CORONAVIRUS
PANDEMIC STIMULUS
RELIEF BILL OF
CONGRESS**

DISABLED / BENEFICIARY
David Schied
46675 W. 12 Mile Rd.
NOVI, MICHIGAN 48377
248-974-7703
(all calls recorded)

Ben Carson, in his public capacity as SECRETARY for the ...
U.S. HOUSING AND URBAN DEVELOPMENT (“HUD”)
Rae Oliver Davis, in her private capacity, and in his public
capacity as INSPECTOR GENERAL for HUD
David Montoya, in his private capacity, and in his public capacity as
INVESTIGATOR for the OFFICE OF INVESTIGATION of the ...
HUD OFFICE OF INSPECTOR GENERAL
Christi Grimm, in her private capacity, and in her public capacity as
PRINCIPAL DEPUTY INSPECTOR GENERAL of the ...
UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES
Seema Verma, in her private capacity, and in her public capacity as DIRECTOR of the ...
CENTER FOR MEDICARE AND MEDICAID SERVICES (“CMS”) of USDHHS
Kevin Skully, in his capacities as “*ADMINISTRATIVE LAW JUDGE*” for the...
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
acting on the behalf of the STATE OF MICHIGAN and its DHHS
STATE OF MICHIGAN
Gretchin Whitmer, in her private and public capacities as MICHIGAN GOVERNOR;
Dana Nessel, in her private and public capacities as MICHIGAN ATTORNEY GENERAL;
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY
Andrew Saul, in his private and public capacities as COMMISSIONER for the ...
SOCIAL SECURITY ADMINISTRATION
Sonny Purdue, in his private capacity, and in his public capacity
as SECRETARY of the U.S. DEPT. OF AGRICULTURE;
Devon Westhill, in his private capacity, and in his public capacity as DEPUTY
of the OFFICE OF ASSISTANT SECRETARY FOR CIVIL RIGHTS for the ...
UNITED STATES DEPARTMENT OF AGRICULTURE
Roberto Contreras, in his private and public capacities; DIRECTOR, CIVIL RIGHTS
DIVISION of the UNITED STATES DEPARTMENT OF AGRICULTURE;
Everett Stern, in his private and CORPORATE capacities as “Intelligence Director” at ...
TACTICAL RABBITT, a private CORPORATION;
Betsy Devos, in her private capacity, and in her public capacity as SECRETARY for the ...
UNITED STATES DEPARTMENT OF EDUCATION;
Steven Mnuchin, in his private capacity, and in his public capacity as SECRETARY for the ...
UNITED STATES DEPARTMENT OF TREASURY;
Eugene Scalia, SECRETARY for the U.S. DEPARTMENT OF LABOR;
UNITED STATES DEPARTMENT OF LABOR (“USDL”)
Donald Trump, in his public capacity as U.S. PRESIDENT for the ...
UNITED STATES OF AMERICA
Tom Masseau, in his private capacity, and in his CORPORATE
capacity as former Director of MICHIGAN PROTECTION AND ADVPCACY SERVICE
(“MPAS” now “DISABILITY RIGHTS MICHIGAN”) and PRESIDENT for ...
NATIONAL DISABILITY RIGHTS NETWORK
Robin Jones, in her private capacity, and in her CORPORATE capacity as DIRECTOR, and
Peter Berg, in his private capacity, and in his CORPORATE capacity as
TECHNICAL AND PROJECT COORDINATOR for the ...
GREAT LAKES ADA CENTER at the INSTITUTE ON DISABILITY AND HUMAN
DEVELOPMENT at the UNIVERSITY OF ILLINOIS ...
UNIVERSITY OF ILLINOIS
Susan Fitzmaurice, in her private capacity, and in her CORPORATE capacity

as CO-FOUNDER of MICHIGAN ADA 30th ANNIVERSARY CELEBRATION and,
CO-FOUNDER of IDEAAS-SUSAN FITZMAURICE and TEDDY’S Ts AND
BUTTONS along with ...

Lora Frankel, in her private capacity, and in her CORPORATE capacity as CO-FOUNDER of
MICHIGAN ADA 30th ANNIVERSARY CELEBRATION and VSA MICHIGAN,
along with ...

Christopher Fitzmaurice, in his CORPORATE as PRINCIPAL of IDEAAS-SUSAN
FITZMAURICE and TEDDY’S Ts AND BUTTONS

Dominic Sylvestri, in his private capacity as the Criminally “*Accused*”;

DOMINIC SILVESTRI, in his public capacity as a MICHIGAN “*officer of the court*”
for the “52-1 JUDICIAL DISTRICT” of the STATE OF MICHIGAN;

TRANS UNION, LLC., a credit reporting CORPORATION;

EQUIFAX INFORMATION SERVICES, LLC., a credit reporting CORPORATION;

EXPERIAN INFORMATION SOLUTIONS, INC., a credit reporting CORPORATION;

PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AUTHORITY (“PHEAA”), a
quasi-governmental student originator, servicer, and debt collector operating as the
CORPORATE FICTION of “*FEDLOAN SERVICING*”;

NELNET, INC., a student loan servicing CORPORATION;

EDUCATIONAL CREDIT MANAGEMENT CORPORATION (“ECMC”), a student loan
guarantor CORPORATION;

Richard Fairbank, in his private and his CORPORATE capacity as FOUNDER / CHAIRMAN
/ PRESIDENT / CEO of CAPITAL ONE FINANCIAL CORPORATION;

CAPITAL ONE FINANCIAL CORPORATION, an INACTIVE credit card, credit extension
and debt collection CORPORATION otherwise doing business fraudulently and in the
STATE OF MICHIGAN in discriminatory fashion in 2020;

JANE AND JOHN DOES 1-30 (as may be named in subsequent “*amended*” filings)

Counterclaimants / Defendants / Accused Criminal Perpetrators / Respondents / Trustees
(“*TRUSTEES*”)

BENEFICIARY, just recently (2018) and horrendously transformed into a totally and permanently
disabled quad-amputee, and a man having been living peaceably and safely under self-quarantine
by sworn, notarized DECLARATION in compliance with the 9/4/20 CDC ORDER OF
EVICTON MORATORIUM herein STATES THE FOLLOWING:

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OVERVIEW OF THE CASE AND CAUSE FOR EMERGENCY CONSIDERATION

1. BENEFICIARY David Schied was rendered a “*totally and permanently disabled quad-amputee*” on or about 5/5/18 after entering the hospital on or about 3/25/18 in a near state of physical and mental incapacitation. Throughout that two-month period, BENEFICIARY David Schied escaped death only through Divine Intervention and doctors amputating both legs and seven fingers by surgical removal as a last possible resort. (Photos below are post-amputations.)



2. From the end of August 2020 unto the present day today, the date of this instant writing, **the LOCAL TRUSTEES** consisting of Ava Ortner, her STATE “*ward*” of Donald Thorpe, Jr., COLLIERS INTERNATIONAL, the CITY OF NOVI, Dominic Sylvestri, along with other members of the STATE BAR OF MICHIGAN CRIME SYNDICATE AND DOMESTIC TERRORIST NETWORK, have been using a plethora of tortuous acts in the attempt to force BENEFICIARY David Schied from his rightful home, by attempting to fraudulently solicit a new “*month-to-month*” LANDLORD-TENANT contract, by affirming that an otherwise NONESISTENT previous “*month-to-month*” contract exists when no such

contract has existed since November 2017 as provided by EVIDENCE, and by repeatedly taking unlawful action to force an “*eviction*” from BENEFICIARY David Schied’s home of the last 8 ½ years – **despite BENEFICIARY being a totally and permanently disabled amputee and in spite of BENEFICIARY having paid more than agreed reasonable amounts in consideration each month for the previous year for inhabiting this property under a Common Law Right and Human Right – during both STATE and NATIONAL “*moratoriums*” on executing such types of ILLEGAL evictions.**

3. Examples of the LOCAL TRUSTEES executing the aforementioned CRIMINAL ACTS in defiance of the “CDC ORDER” placing a National moratorium on evictions follows the following dated EVIDENCE shown below.
4. On 9/18/20, the Ava Ortner, et al LOCAL TRUSTEES issued their first eviction notice:

Approved, SCAO

STATE OF MICHIGAN	NOTICE TO QUIT TO RECOVER POSSESSION OF PROPERTY Landlord-Tenant	As a result of the CRIMES committed against me as outlined throughout my 8/1/20 “COMPLAINT” and herein by additional EVIDENCE of DISCRIMINATION, RETALIATION, and other CRIMES, I am being EVICTED as a “ <u>totally and permanently disabled quad-amputee</u> ”.
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TO: David Schied
Novi, MI 48377

1. Your landlord/landlady, Donald A. Thorpe, Jr., is seeking to recover possession of property pursuant to ☒ MCL 554.134(1) or (3) (see other side) ☒ other: Residential Lease, secs. 3, 18 and wants to evict you from: Address or description of premises rented (if different from mailing address): Address above

2. You must move by October 31, 2020 or your landlord/landlady may take you to court to evict you

3. If your landlord/landlady takes you to court to evict you, you will have the opportunity to present reasons why you believe you should not be evicted.

4. If you believe you have a good reason why you should not be evicted, you may have a lawyer advise you. Call him or her soon.

Date September 18, 2020

Signature of owner of premises or agent

Address 25289 Sutton Court, Novi, MI 248-798-9647

City, state, zip Telephone no.

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

HOW TO GET LEGAL HELP

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

5. The above first “NOTICE TO QUIT” was taped to BENEFICIARY’s front door approximately three weeks after named TRUSTEE Ava Ortner, a STATE BAR OF MICHIGAN licensed attorney wrote out a fraudulent “*month-to-month*” Landlord-Tenant contract and had her demented STATE “*ward*” cohort, Donald Thorpe, Jr. hand solicit it to BENEFICIARY David Schied, without any prior notice, along with Thorpe’s own fraudulent oral assurances – which were recorded on digital audio tape – that **it would be at least a year, likely two, before the land development planned with the CITY OF NOVI and COLLIERS INTERNATIONAL TRUSTEES would need BENEFICIARY David Schied to actually surrender the property.** (Bold emphasis added)
6. In an immediate response to the above “*NOTICE TO QUIT*”, BENEFICIARY David Schied complied with the terms of the CDC ORDER of Eviction Moratorium by drafting – on 10/15/20 – a formal sworn and notarized DECLARATION in the length of forty (40) pages outlining the entire history of this case to date, inclusive of the details about how the jurisdiction for this case was grounded in the COMMON LAW and/or the “*Federal*” jurisdiction because, contrary to the fraudulent assertions of the TRUSTEES, there was no continuing “*month-to-month*” rental agreement in existence beyond November 2017.
7. Yet since that time until the very present, TRUSTEES Ortner and Thorpe have banded together with the other TRUSTEES to form a coordinated, multi-tiered civil and criminal RICO (“*Racketeering and Corruption Organization*”) “*conspiracy to deprive of rights under color of law*” with a concerted objective of illegally ousting BENEFICIARY from his home of the past 8 ½ years in spite of a NATIONWIDE “*EVICTIION MORATORIUM*” and in tortuous spite of the FACT that BENEFICIARY has never missed a monthly payment of consideration for his Common Law occupancy of the home that since 2017 was WITHOUT OTHER CONTRACT.

FACTUAL DETAILS OF THE BACKGROUND OF THIS CASE

8. The details support the premise of this case in that the acts of the TRUSTEES Ava Ortner and her demented, mentally incompetent “*ward*” Donald Thorpe, Jr., had engaged in provable acts of FRAUD and MISREPRESENTATION in the attempt to trick BENEFICIARY into signing a “*New Lease*” which would be immediately transferrable to any third party withing to use the enforcement of that newly signed contract to “*evict*” BENEFICIARY during a nationwide, indeed an international “*Coronavirus*” pandemic by BENEFICIARY’s own “*signed consent*”.
9. That act itself may seem innocuous if not for the FACT that **the intentional FRAUD and MISREPRESENTATION were captured by audio recording of other “oral” promises being made** – meant to be in conjunction with the signing of the “*New Lease*” **in assurance that although the written contract** – written by “*officer of the court*” STATE BAR OF MICHIGAN CRIME SYNDICATE AND DOMESTIC TERRORIST NETWORK MEMBER “*TRUSTEE*” Ava Ortner and **presented by TRUSTEE Donald Thorpe in “transferrable” terms with only 60 “notice to quit”, the AUDIO RECORDED “oral contract” proffered was for BENEFICIARY David Schied to continue living in this same home “for at least another year, and maybe two”**. (Bold and underlined emphasis added)
10. While the “*conflicting terms*” between the written and verbal contract offers were clearly planned with the intent to DISCRIMINATE against BENEFICIARY as a “*totally and permanently disabled quad-amputee*” in effort to COERCE him into signing a contract that could be used against him by anyone wanting BENEFICIARY evicted from the home, without regard to any existing STATE or NATIONAL “*EVICTON MORATORIUM*”, **when BENEFICIARY asked for more time to consider the legal ramifications of his signing such a contract under such misleading and/or confusing conditions, the actions of TRUSTEES Ortner and Thorpe turned RETALIATORY**, with TRUSTEES ordering the

immediate “*eviction*” of Beneficiary during a “*Federal*” moratorium on such evictions as a matter of both personal and societal safety.

11. Being fully apprised about the EVICTION MORATORIUM has made no difference whatsoever to TRUSTEES, particular Ortner who – as a member of the STATE BAR OF MICHIGAN – has since been stepping up her CRIMINAL activities to evict BENEFICIARY David Schied ever since, in spite of the FACT that disabled renters are entitled by Right to “*reasonable accommodations*” under the AMERICANS WITH DISABILITIES ACT.
12. In this case, despite the many opportunities to do so, TRUSTEES have never once proffered any such accommodations. Their reason for NOT doing so is strictly financial, being also deceitful and thus, FRAUDULENT; as the basis is explained below as linked to a “*land development deal*” that also involves co-TRUSTEES CITY OF NOVI and COLLIERS INTERNATIONAL in a CONTINUING FINANCIAL CRIMES ENTERPRISE scheme to raise the real estate values of adjoining properties by filling in designated “ENVIRONMENTAL WETLANDS” with imported fill dirt and *grading* three adjoining properties together for commercial building construction as soon as BENEFICIARY David Schied is “*evicted*” from the property...and in the view of co-TRUSTEES, “*the sooner the better*” and “*by whatever means necessary*”, even if it involves incorporating TRUSTEES “52-1 DISTRICT COURT” as agents and fellow STATE BAR OF MICHIGAN members in their criminal enterprise.
13. The scheme was documented by sworn and notarized STATEMENTS in the “**DECLARATION**” signed by BENEFICIARY David Schied on 10/15/20 before then being also “*served*” upon the co-TRUSTEES by “*Certified Mail*”. The details of that scheme are outlined as follows, demonstrating the high level of tortuous egregiousness exhibited by CRIMINALS herein identified as co-TRUSTEES. (Bold emphasis)

THE CO-TRUSTEES' CRIMINAL SCHEME OF FRAUD WAS DISCRIMINATORY

14. On one particular occasion of 9/9/20 while BENEFICIARY was monitoring the interior of his home with a recording device, TRUSTEES Ava Ortner and Donald Thorpe showed to BENEFICIARY's rented home with a second copy of his "*New Lease*" contract and a copy of a previous lease from 2014-2015, while pressuring BENEFICIARY to sign the new lease contract "*as is*" and without providing BENEFICIARY the time he said was otherwise needed to consider the legal ramifications and/or to seek other legal counsel as the contract itself had even stipulated a recommendation of BENEFICIARY doing in the opening paragraph. Co-TRUSTEES Ortner and Thorpe worked in "*tag-team*" fashion, Ortner remaining in the driveway with the car running and Thorpe, an army veteran, walking into the home on short notice to pressure disabled quad-amputee BENEFICIARY into signing.
15. At the time, **BENEFICIARY recorded the 13-minute conversation – which was verbally slated for dating – and TRUSTEE Thorpe entered BENEFICIARY's kitchen, after which Thorpe asserted and/or admitted to the following, as a matter of this official ARTICLE III COURT OF RECORD:**

- a) That TRUSTEE Thorpe was fine with BENEFICIARY having informed him right away that despite BENEFICIARY having a long, impeccable, track record of magnanimously paying him monthly throughout all of the previous months of COVID-19 – and despite the TRUSTEES STATE OF MICHIGAN having for several previous months been *screwing* BENEFICIARY's chore services worker by refusing to provide her with owed "*unemployment benefits*" – once she got over that battle the TRUSTEES STATE OF MICHIGAN had begun destroying BENEFICIARY'S own precarious finances by illegally garnishing money from BENEFICIARY's monthly banking deposits needed for paying BENEFICIARY's usual monthly expenses; and thus, BENEFICIARY might begin to have

difficulties in making future rent “*consideration*” payments for inhabiting the home, starting with the following month of October as a result.

- b) That for some reason, TRUSTEE Thorpe was only too willing to evade answering BENEFICIARY’s question presented to Thorpe about the first paragraph of said “*New Lease*”, which contained a written “*NOTICE*” in reference to “*rights and obligations for parties to rental agreements*” and recommending such that “[BENEFICIARY] *seek assistance from a lawyer or ‘other qualified person’*”.
- c) When BENEFICIARY asked TRUSTEE Thorpe to explain the verbiage of what “*other qualified person*” meant to him, TRUSTEE Thorpe went off on a tangent and evasively never answered that question. This showed BENEFICIARY that Thorpe was either not cognizant enough himself to have understood the language that his partner, TRUSTEE Ava Ortner, had drafted to entangle BENEFICIARY in a “*transferrable*” contract with a potential future stranger; or that Thorpe was once again demonstrating his past propensity of engaging BENEFICIARY into contracts which he personally had no intention of fully honoring.
- d) That (quoting Thorpe) “[*Even*] if TRUSTEES Thorpe and Ortner were to sell this property tomorrow, it would be a year before he [the unnamed new buyer] would break ground, ‘cause it takes a year to get by NOVI inspection plans”. That when BENEFICIARY David Schied asked Thorpe specifically if he would mind BENEFICIARY including that stipulation into the written contract so to have that assurance also be “*transferrable*” to any new buyer of the property, **Thorpe flatly refused, stating only, “*That’s an unknown...It’s at least a year, if not more*”**, as if it were a “*good deal*” for BENEFICIARY to “*consent*” for anyone to throw BENEFICIARY out of this home anytime during the winter, in his condition of severe physical disability, and at a time in which a statewide and nationwide “*pandemic*” presented “*emergency*” level health risks to the elderly and “*immune-*

deficient” people like BENEFICIARY has been certified as being. (This is also an example of the “*gross omissions*” of Ortner’s writing of that contract.)

- e) That (again quoting Thorpe) “*the guy who is handling the real estate end*” of the “*New Lease*” who – according to TRUSTEE Thorpe “*is very knowledgeable about*” how the CITY OF NOVI handles land contracts in residential and commercial real estate deals – had assured TRUSTEE Thorpe that, “*it would be at least a year*” before the TRUSTEES CITY OF NOVI “*approves the site plan [because] they would first have to change the zoning, then go for ‘site plan approval’, and it might be kicked back to them.*” As TRUSTEE Thorpe put it, in his own words, “*Hell it might be two years before they break ground.*”
- f) **Thorpe proffered all of this above information FRAUDULENTLY as his assurance that BENEFICIARY David Schied would be enabled to continue living in this home until at least the end of the Spring 2021,** a stark contrast with the TRUTH OF ABUSE AND FRAUDULENT INTENT revealed just a very few days later by Thorpe’s co-TRUSTEE and legal guardian, Ava Ortner, who is a STATE-licensed attorney in corrupt control over the illegitimacy of this particular contract law application. (Bold and underlined emphasis added)
- g) TRUSTEE Thorpe asserted in the RECORDED discussion that “*everything depends upon ‘Ed’ moving out and finding a new house*”. [Ed is BENEFICIARY’s next-door neighbor, BENEFICIARY’s friend, and BENEFICIARY’s self-appointed “*transportation driver*”. Ed and his wife have a landlord who apparently is in a similar business relationship as TRUSTEE Donald Thorpe with the “*Realtor,*” co-TRUSTEES as agents **Paul Gobeille** and **Michael Yamada** of principal **COLLIER INTERNATIONAL**, who also is apparently a good friend of TRUSTEE Thorpe.] Apparently, prior to the TRUSTEES attempting to force BENEFICIARY from his home through trickery, “*next-door neighbor*

Ed” and his wife had been informed about the “*land development scheme*” also involving co-TRUSTEES of COLLIERS INTERNATIONAL and the CITY OF NOVI; and he had volunteered to forgo the remainder of his “*Landlord-Tenant*” lease as it stood until next July 2021; but ONLY on the condition that Thorpe, the Ortner and the Realtor NOT DO precisely what they subsequently turned around and then affirmatively DID DO (as outlined herein in BENEFICIARY’s sworn, notarized “DECLARATION”) and again herein, in attempting to unlawfully “*evict*” BENEFICIARY using the unscrupulous tactics and the unclean hands of STATE BAR member Ava Ortner.

16. **Of course, whatever TRUSTEE Thorpe may have actually meant by his statements as detailed in the above paragraphs, was never of any significant meaning or consequence since several days later the “*truth*” was exposed that TRUSTEE Thorpe was simply MISREPRESENTING his and TRUSTEE Ava Ortner’s actual intent as a deceptive ploy by Ortner hiding in the shadows of her car parked outside, so to trick BENEFICIARY simply into sign a contract intending to support nothing of the FRAUD that TRUSTEE Thorpe was verbally outlining in the lies that were RECORDED to digital media that very day of 9/9/20.**
17. At around 12:30 minutes into this same audio recorded conversation between BENEFICIARY and TRUSTEE THORPE in BENEFICIARY’s kitchen, Thorpe began taking self-aggrandizing credit for his having annually provided the septic cleanup and the heating/furnace check and filter change, Yet TRUSTEE Thorpe had little to say when BENEFICIARY Schied reminded Thorpe that BENEFICIARY had been amply paying Thorpe every single month – without fail – for every month of every year that BENEFICIARY had been inhabiting the home.
18. TRUSTEE Thorpe did admit – on recorded audio – to having fully informed the potential new buyer “*Dan*”, but purportedly only verbally, about what a “*good guy*” that BENEFICIARY David Schied had been in making such consistent payments of rental consideration; but he

only made such an admission however, after BENEFICIARY had pointed out near the end of that discussion that such an accomplished history of trust was truly on BENEFICIARY's part, and that TRUSTEE Thorpe had conspicuously failed to so acknowledge this history in the content of his proposed "*New Lease*", as essential information that BENEFICIARY otherwise thought should be "*transferable*" to any potential new buyer without that firsthand knowledge about BENEFICIARY's unblemished credit and payment history as otherwise revealing BENEFICIARY as having a high level of personal and/or business integrity.

19. According to TRUSTEE Thorpe, on the RECORDED discussion, that potential "*new buyer*" to the home named "*Dan*" was someone well known to the TRUSTEE brokers of COLLIERS INTERNATIONAL, whom Thorpe considered a "*good old friend*"; and that this guy "*Dan*" may wish to gain access to BENEFICIARY's home to "*inspect*" it ... at which point (as documented on the audio recording) **Donald Thorpe**, as the ONLY person appearing on the contract that he was asking BENEFICIARY to sign that day, **FORGOT COMPLETELY WHAT HE WAS TALKING ABOUT**, needing BENEFICIARY's reminder of where he was at in that conversation, which **only presented BENEFICIARY with further EVIDENCE that TRUSTEE Thorpe was being coaxed – by his crooked STATE BAR OF MICHIGAN attorney guardian – as a deceptive instrument for securing a FRAUDULENT contract with BENEFICIARY.**

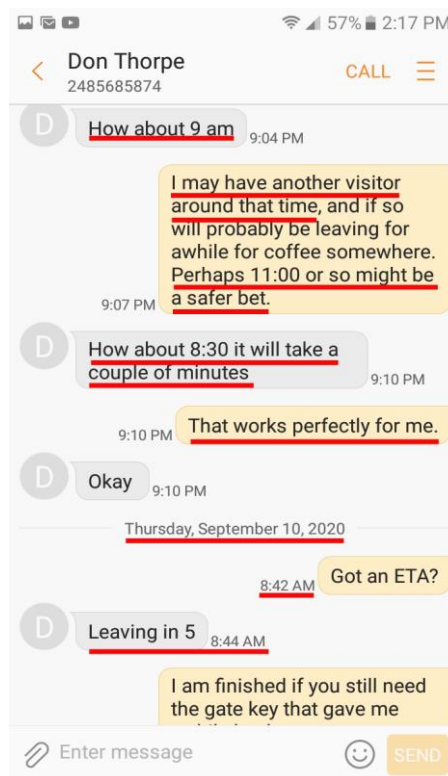
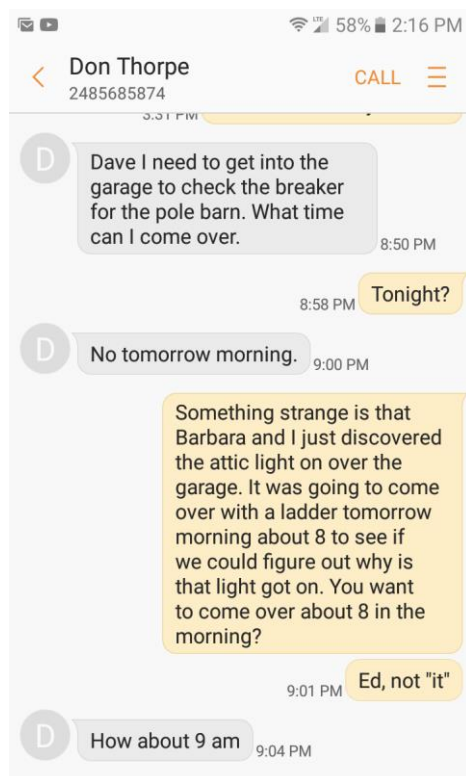
ADDED FACTS EVIDENT OF "INTENT TO DEFRAUD" BY CO-TRUSTEES DONALD THORPE, JR. AND "STATE BAR" ATTORNEY AVA ORTNER

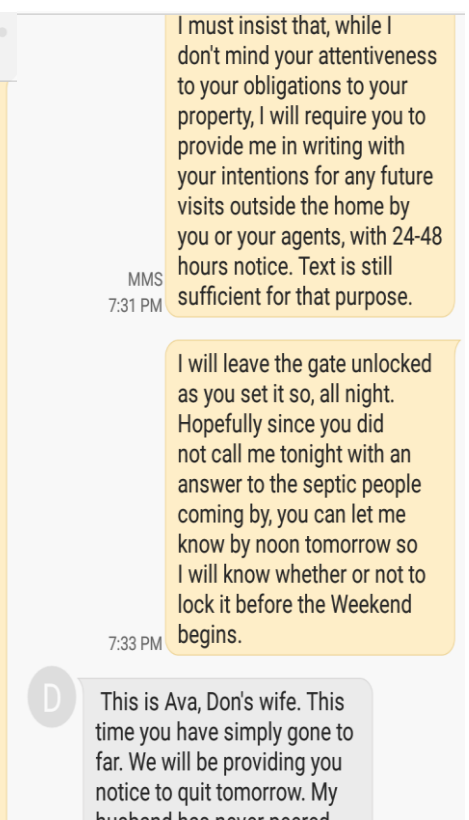
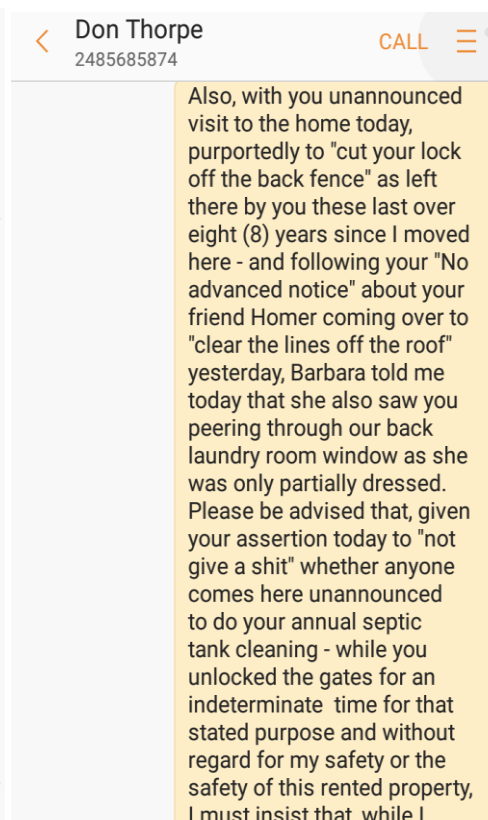
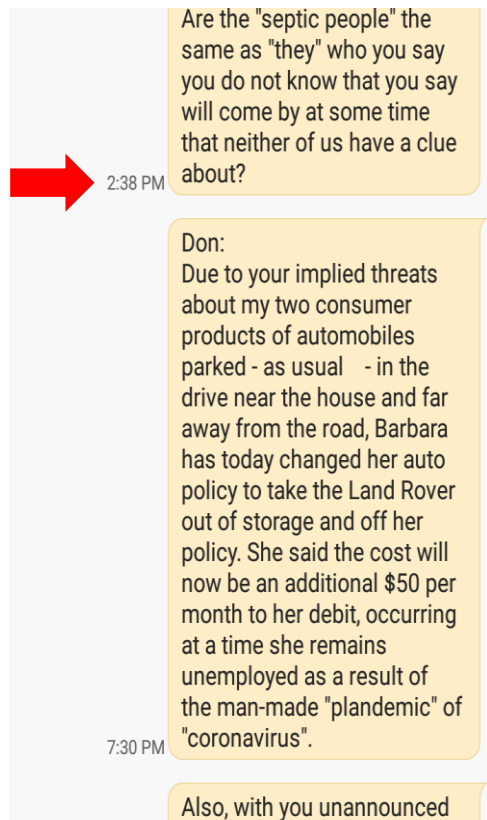
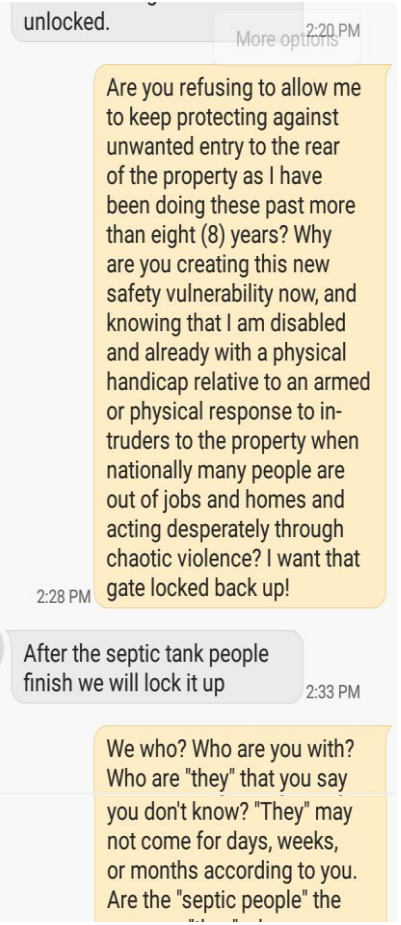
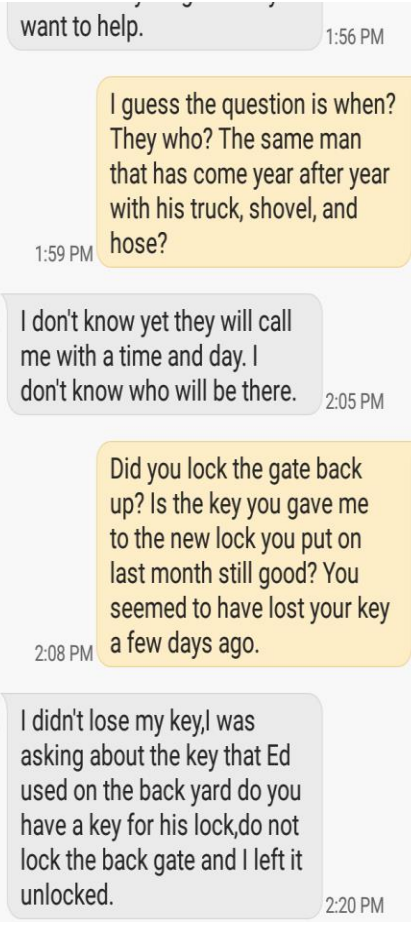
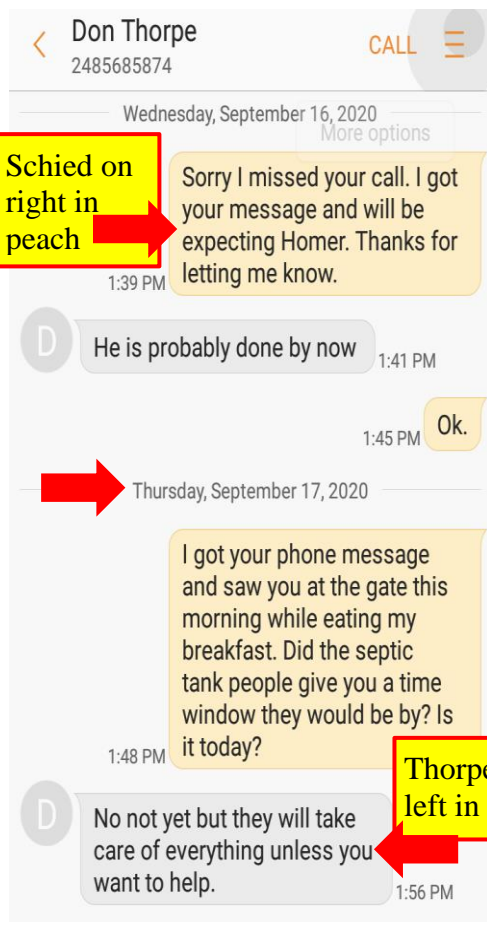
20. Just after the above (recorded) conversation, and over the course of the following week leading up to 9/17/20, TRUSTEE Donald Thorpe began exhibiting erratic behaviors while acting under the pretense of wanting to make "*needed home repairs*" and "*property maintenance*", but with the underlying intent of "*harassing*" BENEFICIARY and BENEFICIARY's chore services worker with unannounced near daily visits to the home, cutting and changing a back gate lock,

spontaneously asking for entry to the home (or requesting such entry and then not showing as planned), and peering into windows of the house under pretense of checking the eaves of the house for intrusive “vines”. These intensified visits to the home followed – in **RETALIATORY** fashion – in the immediate aftermath of BENEFICIARY first questioning the need for any “NEW LEASE” contract, and then declining Thorpe’s persistent pressure for BENEFICIARY to sign such a binding agreement within the first two weeks of September 2020, and while TRUSTEES Thorpe and Ortner persistently refused to provide disabled BENEFICIARY the “reasonable accommodation” otherwise required by the ADA for BENEFICIARY to fully consider the implications of his signing such an impromptu agreement and/or seeking alternative legal counsel before signing. **THIS RETALIATION WAS AN ADA VIOLATION** by a – according to information and belief – “commercial land develop partner” and purported “residential landlord” **against a disabled person.**

21. On 9/17/20, TRUSTEE Thorpe’s behavior, coupled with his apparent inability to effectively communicate by text messaging and by telephone as he was operating in the back yard and around the outside of the home without prior notice or explanation, led BENEFICIARY to requesting – via the following EVIDENCE of text messaging conversation – that TRUSTEE Thorpe and BENEFICIARY come to a peaceful understanding that, to save any confusion and to honor BENEFICIARY’s privacy and the privacy of BENEFICIARY’s “chore services” worker, Thorpe needed simply to provide BENEFICIARY with the common courtesy of 24-48 hours of advanced notice of his desired visits to the home.
22. It was at such point in that phone-text conversation that **TRUSTEE Ava Ortner took over Thorpe’s phone and clarified that she had been the one “in charge” all along, and that she had “had enough” from BENEFICIARY; and that she intended to abuse her assumed “position of power and authority” by serving BENEFICIARY with an “eviction” notice the very following day, forcing BENEFICIARY to move out by 10/31/20.**

23. **TRUSTEE Ava Ortner’s statements and follow-up actions constituted RETALIATION against a disabled man for asserting his Rights** – even in a compassionate manner as provided by the EVIDENCE – **to be free from harassment and other forms of retaliatory pressures, merely because he was clear about his needing more time to address TRUSTEES’ forceful pressure for BENEFICIARY to sign a commercial rental contract.** (Bold emphasis added)
24. THIS ESCALATED LEVEL OF RETALIATION by TRUSTEE Ava Ortner WAS ALSO ANOTHER ADA VIOLATION. It was violative of numerous of BENEFICIARY’s “inalienably” Sovereign Rights (under the Common Law and the American CONSTITUTION)’ and violative of BENEFICIARY’s “Civil Rights” (under “UNITED STATES CODE OF CIVIL PROCEDURES” (“USC”) and the “CODE OF FEDERAL REGULATIONS” (“CFR”). See below as the specific text dialogues that occurred on 9/17/20, which are to be compared and contrasted with BENEFICIARY’s RECORDED phone conversations with both TRUSTEES, Thorpe and Ortner,, on this very day of 9/17/20.





The image shows a screenshot of a text conversation. On the left, there are two text messages from 'D' (Don) to 'A' (Ava). The first message, timestamped 7:41 PM, says: 'This is Ava, Don's wife. This time you have simply gone to far. We will be providing you notice to quit tomorrow. My husband has never peered through any body's window. You will get no notice of anything from us except for notice to quit. You've taken advantage of Don for far too long. In case you don't know it, most of the things he does around that house were your obligation under the lease, not his. You'll get my letter tomorrow.' The second message, timestamped 7:50 PM, says: 'We will cancel the septic tank clean out and lock the back gate tomorrow as no one will need the septic tank once you're gone.' On the right, there are three bold annotations with red arrows pointing to the messages. The first annotation points to the first message and reads: 'This is a malicious act of unwarranted retaliation against a disabled man who asked too many questions in the attempt to uncover FRAUD constructed by a STATE BAR crime syndicate member Ava Ortnr.' The second annotation points to the first message and reads: 'This is “*blame the victim*”, a ploy frequently used by criminal abusers, especially when they have been discovered.' The third annotation points to the second message and reads: 'This shows no plan to rent out the home once BENEFICIARY is “gone”.'

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

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

This shows no plan to rent out the home once BENEFICIARY is “gone”.

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

27. On 9/17/20, right after BENEFICIARY sent his text message to TRUSTEE Thorpe marked (above) as sent at 2:38pm, Thorpe telephoned BENEFICIARY Schied with agitation in his voice.

BENEFICIARY recorded the ten (10) minute phone conversation in which the following dialogue took place, beginning at about 2:39pm:

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

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

Thorpe: *What was that?*

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

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

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

Thorpe: *Arrrrrrrgggggssssshhhhhh*

Schied: *You could have just said that.*

Thorpe: *I did say that!*

Schied: *Well just now!*

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

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

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

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

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

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

Thorpe: *Arrrrrrrgggggssssshhhhhh*

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

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

Schied: *Yea. He ...*

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

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

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

Schied: *Ok. I thought ...*

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

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

Thorpe: *Vines! Vines!*

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

Thorpe: *Yep.*

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

Thorpe: *Arrrrrrrrgggggssssshhhhhh*

Schied: *You know, I ...*

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

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

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

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

Thorpe: *Arrrrrrrrgggggssssshhhhhh*

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

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

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

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

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

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

Schied: *Ok.*

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

Schied: *Ok.*

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

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

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

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

Thorpe: *So, I cut it off.*

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

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

Schied: *Well, that makes sense. But it's just helpful to know when they're coming. When I ... You could ... When you're not knowing, you could say ... you know ... 'It could be today, or*

maybe tomorrow morning; and I'll let you know when. But you just said 'I don't know' and left it at that. You know, what does that mean?

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

Schied: No, you didn't.

Thorpe: Yes, I did!

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

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

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

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

Schied: Yeah.

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

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

Thorpe: I don't know!!

Schied: Ok. Alright. ... Sorry for any miscommunication there. ... But I don't think it's ... you know ... anything to benot giving a shit about. ... **You know, I do care about my protection ... and the protection of your property** ... and that's always we've always kept it locked for the last eight years. (long pause with no response) So, I don't think now would be the time to start not giving a shit. You know, so... (more long pause with no response) But, you're a free man to do whatever you want.

Thorpe: Thanks.

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

28. Later on this same afternoon of 9/17/20, BENEFICIARY's chore services worker informed BENEFICIARY that she had taken the Land Rover off of her insurance policy and that the auto-insurer had informed her that they were penalizing her \$50 per month for not insuring two automobiles, but one instead.

29. By 7:30pm, BENEFICIARY had also seen that, in spite of lengthy discussion about his needing to be informed about the gate for security reasons, TRUSTEE Thorpe still never even let BENEFICIARY know anything anyway about when "the septic tank people" would intend to come by. Therefore, BENEFICIARY sent a day-end text to TRUSTEE Thorpe to

set the terms that BENEFICIARY would be operating from without the needed information that Thorpe should have otherwise provided. This, obviously, was when TRUSTEE Ava Ortner broke in on Thorpe's phone to RETALIATE by "*laying down the law*" in threatening to "*evict*" BENEFICIARY on short notice; while TORTUOUSLY blaming BENEFICIARY for her own malicious and DISCRIMINATORY and FRAUDULENT "*predicate*" intents and her own RETALIATORY "*secondary*" follow-up actions to "*evict*". (See again the final text message from Ortner a few pages back.)

30. Prior to these above-referenced events taking place, BENEFICIARY was magnanimously tendering amounts equivalent to the agreed amount of \$500 as reported by Thorpe and Ortner to the STATE OF MICHIGAN eighteen (18) months earlier on 1/7/19; plus an additional amount each month in advance as a gesture of good will to "*keep the peace*" despite BENEFICIARY having no actual "*contract*" with either Thorpe or Ortner.
31. This additional amount paid out is considered now – like the initial deposit in 2012 – an amount that was intended to be used "*on the back end*" to prove BENEFICIARY's "*good faith*" and "*good will*" in being provided with the time he might need on the back end to move, should the home have serious commercial buyers. This apparently was the case; however, it is clear that TRUSTEES Thorpe and Ortner made a choice to entice BENEFICIARY with FRAUD rather than to simply treat him humanely as the totally and permanently disabled "*quad-amputee*" that he is.
32. Hence, going forward from the time BENEFICIARY furnished his CDC ORDER "*DECLARATION*" to these TRUSTEES, he has been relying upon the following as issues that need to be resolved with regard to his ADA-supported ongoing Right to continue inhabiting this property as he continues to battle with the corrupt others named co-TRUSTEES of the MDHHS and "*STATE OF MICHIGAN*" who are determination to interfere with BENEFICIARY's Right to live "*independently*" rather than to be forced into homelessness; or into institutionalization via

another nursing home or hospice where the risks are much higher of his dying of “*natural causes*” linked to the COVID-19 pandemic.

**TRUSTEES THORPE AND ORTNER PROCEEDED WITH THEIR
RETLIATORY THREAT OF INSTANT EVICTION WITHOUT PROVIDING
ANY REQUIRED ADA ACCOMMODATIONS EVEN AS BENEFICIARY’S
INTEREST IN THE HOME AND THE EVICTION WAS MADE AN
INSTRUMENTAL PART OF A COVERT COMMERCIAL
“LAND DEVELOPMENT DEAL”**

33. On 9/18/20, STATE BAR crime syndicate member Ava Ortner followed up on her retaliatory threat from the preceding day by issuing a DISCRIMINATORY “NOTICE TO QUIT” referencing the “*Intent to Evict*” BENEFICIARY from his home with NO ACCOMMODATIONS WHATSOEVER.

Approved, SCAO

STATE OF MICHIGAN	NOTICE TO QUIT TO RECOVER POSSESSION OF PROPERTY Landlord-Tenant	
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554.134 Termination of tenancy of which possession is to be recovered

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

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

☒ MCL 554.134(1) or (3) (see other side) ☒ other: Residential Lease, secs. 3, 18 and wants to evict you from:
Address or description of premises rented (if different from mailing address):
Address above

2. You must move by October 31, 2020 or your landlord/landlady may take you to court to evict you.
Date (*see note)

3. If your landlord/landlady takes you to court to evict you, you will have the opportunity to present reasons why you believe you should not be evicted.

4. If you believe you have a good reason why you should not be evicted, you may have a lawyer advise you. Call him or her soon.

Date
September 18, 2020
Signature of owner of premises or agent
[Signature]
Address
25289 Sutton Court, Novi, Mi 248-798-9647
City, state, zip Telephone no.

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

HOW TO GET LEGAL HELP

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

34. This “NOTICE TO QUIT” meant that NONE of the following possible accommodations were intended to be provided by co-TRUSTEES to BENEFICIARIES David Schied:

- a) That the RECORDED fraudulent assurances that TRUSTEE Donald Thorpe made were not going to be provided after all so to keep BENEFICIARY safely in the home until the following SPRING 2021 or possibly another year after that (2021) giving BENEFICIARY plenty of time to work the remainder of the following out by himself;
- b) That TRUSTEE Ortner would not as an “*officer of the court*” and member of the TRUSTEES “*STATE OF MICHIGAN’s*” STATE BAR OF MICHIGAN assist BENEFICIARY in any way whatsoever with the following:
 - 1) Compelling TRUSTEES “HUD” to honor BENEFICIARY’s two years of being on a “SECTION 8” waiting list for a housing voucher good for moving elsewhere;
 - 2) Compelling co-TRUSTEES USDOE, NELNET, ECMC, PHEAA, the SSA, U.S. DEPARTMENT OF TREASURY, and the “*THREE CREDIT BUREAUS*” to move forward with the needed “*discharge*” of their FALSE CLAIMS that BENEFICIARY still owes “*student loan debt*”, so to clear BENEFICIARY’s otherwise good credit history to enable BENEFICIARY to enter a new home *independently*.
 - 3) Compelling the co-TRUSTEES of CAPITAL ONE FINANCIAL CORPORATION to “*settle*” financially with BENEFICIARY on his persisting CLAIM against this “*inactive*” CORPORATION that openly DISCRIMINATES against the disabled by refusing to allow them to record calls that the CORPORATION itself records; and by their RETALIATING against disabled people like BENEFICIARY who attempt to receive proper “*reasonable*” ADA accommodations when dealing with and trying to correct the CORPORATE FRAUD already “*recorded*” by BENEFICIARY that is also damaging

BENEFICIARY's credit history, preventing BENEFICIARY David Schied from entering a new home *independently*.

- 4) Pay BENEFICIARY directly for his interest in the “*conditions*” for the COVERT and ILLEGAL “*LAND DEVELOPMENT DEAL*” TRUSTEES Ortner and Thorpe are profiting from with the co-TRUSTEES of NOVI CITY COUNCIL, CITY OF NOVI and COLLIERS INTERNATIONAL; by their collective plan of placing a professional surveyor onto the property to help orchestrate the illegal and discrete filling in of WETLANDS to increase the value of adjoining properties for the eventual development and sale of this illicit REAL ESTATE ENTERPRISE; which is predicated on the secretly arranged “*condition*” that BENEFICIARY SHOULD BE MADE TO MOVE OUT IMMEDIATELY (i.e., with only six weeks of notice) DURING A NATIONAL “*CORONAVIRUS*” PANDEMIC, and WITHOUT ADA-REQUIRED ACCOMMODATIONS EVEN BEING CONSIDERED for a totally and permanently disabled quad-amputee.

35. The above actions of co-TRUSTEES Ortner and Thorpe are clearly DISCRIMINATORY and RETALIATORY based upon BENEFICIARY's “*political background*” as this move by Thorpe and Ortner was intended to deprive BENEFICIARY of the “*right to vote*” in November's NATIONAL ELECTION taking place less than a week after the so-called “*eviction date*”.

36. The eviction was predicated on the FACT that BENEFICIARY's political beliefs are rooted in a CONSTITUTIONAL REPUBLIC with “*accountability in government*”, while TRUSTEE Ava Ortner's political posture is one of belief in a “*Nobility*” class of STATE BAR membership usurping and controlling ALL THREE BRANCHES of the People's government by means of a *Seditious* MONOPOLY of power Treasonously replacing the

People's government with a "Continuing Financial Crimes Enterprise" embedded within a DOMESTIC TERRORIST NETWORK of so-called "BAR attorneys".

37. The above is clearly DISCRIMINATORY RETALIATION based upon "*disability*" as this move by TRUSTEES Thorpe and Ortner was intended to force BENEFICIARY into homelessness on short notice while knowing that he was unemployed, living solely on limited monthly payments of SOCIAL SECURITY, and still under intensive medical care as a recent "*quad-amputee*" that continues to be robbed of his "*beneficiary*" status by the agents and principals of the co-TRUSTEES of MDHHS, the STATE OF MICHIGAN, by the U.S. DEPARTMENT OF TREASURY, the SOCIAL SECURITY ADMINISTRATION, MEDICARE and the UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES, the U.S. DEPARTMENT OF EDUCATION, and a host of other peripheral agents and principals of "*governments*" and NONPROFIT CORPORATIONS otherwise obligated to assist and provide services to BENEFICIARY, as a totally and permanently disabled man, who had been recently rendered into a "*quad-amputee*" through reported CRIME VICTIMIZATION that nobody in DELEGATED (by the sovereign People) government power is doing anything about to provide BENEFICIARY with proper remedy!
38. In the immediate aftermath of TRUSTEE Ava Ortner taking over TRUSTEE Donald Thorpe's phone and issuing the above-referenced FALSE ACCUSATIONS against BENEFICIARY about "*going too far*" and "*taking advantage of Don for far too long*", BENEFICIARY informed his Chore Services Worker ("WITNESS") about this retaliatory act.
39. Having been the one to inform BENEFICIARY that she was undressed and placing clothes into the washing machine when TRUSTEE "*Don*" Thorpe appeared at or near the window and look in unexpectedly, this chore services provider asked to use BENEFICIARY's phone to telephone TRUSTEE Ava Ortner to recant what Ortner appeared to use as her FALSE CLAIM for wrongly "*blaming*" BENEFICIARY for being the cause of the eviction, even though

BENEFICIARY was really “the victim”. (*See again* the above-referenced “texting screen shots” in which TRUSTEE Ortner asserted – without supporting witnesses and in “conclusory” terms only – that, “*My husband has never peered through any body’s window*” amidst her RETALIATORY threats.)

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

Ortner: What **exactly** do you want?

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

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

CSWorker: *Oh no, no ...*

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

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

Ortner: *Enough is enough!*

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

Ortner: *You can knock yourself out.*

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

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

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

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

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

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

CSWorker: *Alright. Ok.*

Ortner: *Yup. Goodbye.*

CSWorker: *Bye.*

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

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

44. Apparently, over the course of the past few months since the mid-summer 2020, certain negotiations had been going on pertaining to the sale of not only TRUSTEES Thorpe’s property, but also the two adjacent properties where “WITNESS” Ed Kottke lives next door owned by “Carl”, and the property next to that to the West, where certain landscaping and water runoff problems have been longstanding and deterring the sale of any or all of these three properties for the past nearly two decades.

45. According to information and belief, the property furthest West on this South side of the street from where BENEFICIARY inhabits, has been subject to flooding due to purported actions that had long been taking place at the “*GREAT OAKS LANDSCAPE ASSOCIATES, INC.*” business across the street. **These business owner(s) may have been finding ways to divert underground water for feeding his acres of nursery trees and plants; and causing hollowed out caverns beneath the street of Twelve Mile Road. That business may also have been involved in cutting and/or depositing timber and brush in the path of the underground waterways so as to cause blockage of water flow toward WALLED LAKE, adding to the flooding and giving cause and need for the land on that property to be too low and in need of topsoil to be trucked in and graded before that property is to be made “sellable” and “buildable”.**



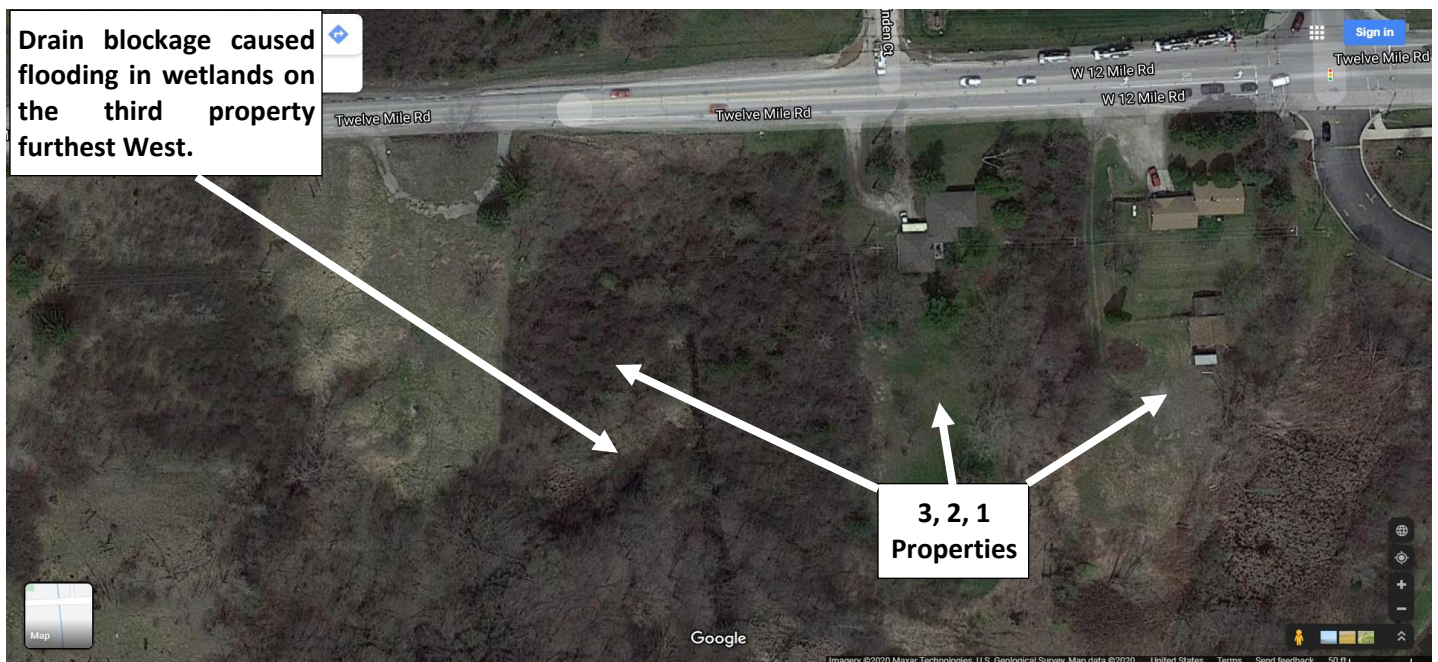


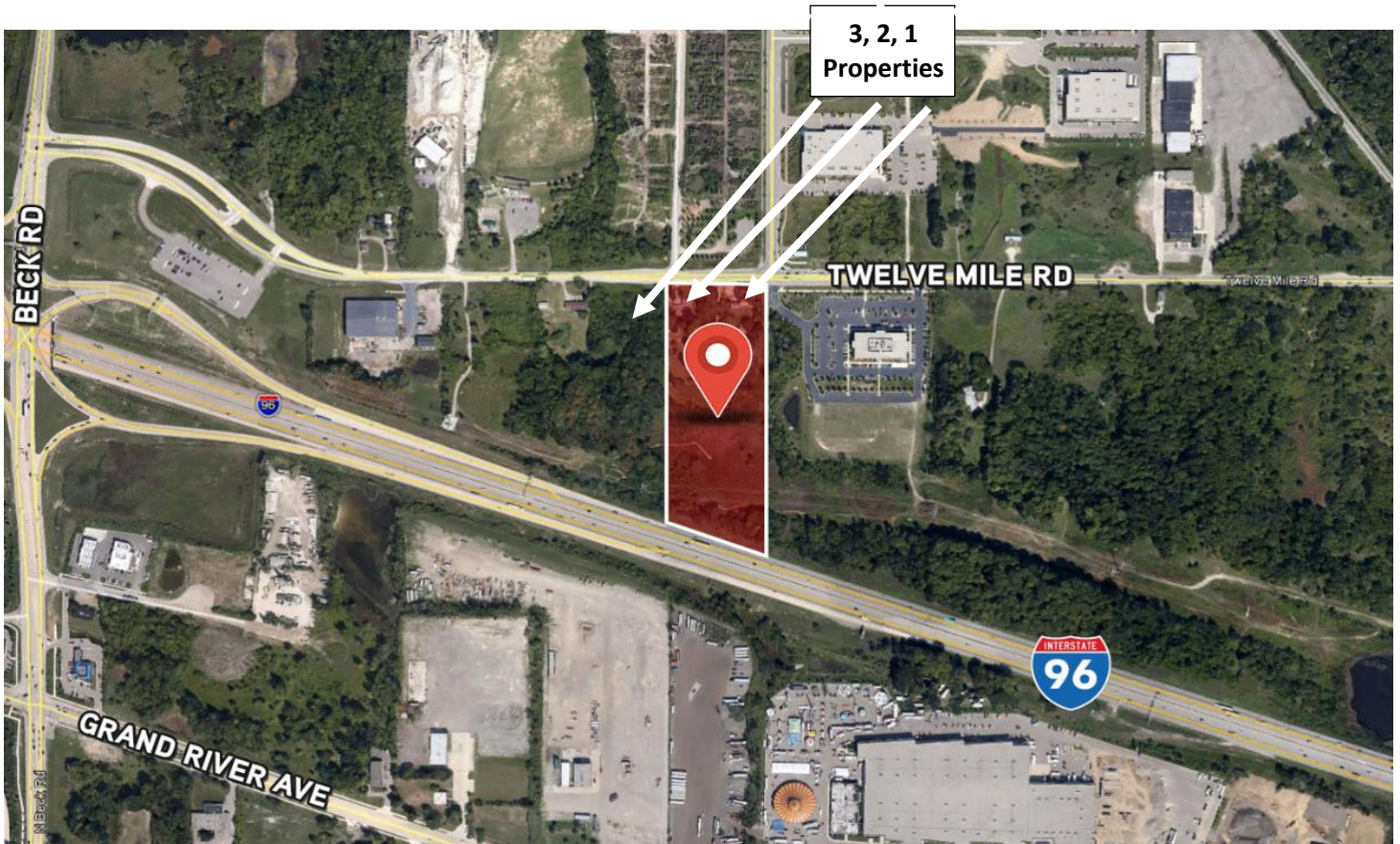
46. According to information and belief, the negotiations taking place between the two primary property owners as "sellers" (being Thorpe and "Carl"), and co-TRUSTEES **Paul Gobeille** and **Michael Yamada** – the brokers from **COLLIERS INTERNATIONAL** who purportedly has been a lifetime friend of Donald Thorpe, Jr. – and the "buyer(s)", has been complicated by the fact **that the purported buyers intend to work discreetly with the CITY OF NOVI and a third party contractor, on trucking in enough fill dirt and heavy equipment to (illegally) fill in the "wetlands" and evenly grade the third property to the far West of BENEFICIARY's home location.**

47. The problem initially complicating that plan was the fact that **WITNESS** Ed Kottke had a lease agreement with his landlord (Carl) extending to next July 2021. The alternative was for the new owners to take over TRUSTEES Thorpe's home instead, and **to replace**

the inhabitants of either home with some CORPORATE surveyor(s) intending to work with the CITY OF NOVI on a tradeoff of services.

48. Also, according to information and belief, the CITY OF NOVI has been deceptively engaged in a separate “*scheme*” of “*looking the other way*” for many years while the *GREAT OAKS LANDSCAPE ASSOCIATES, INC.* has been engaged in “*landscaping*” activities that have been devaluing the property values along the South side of 12 Mile Road, west of West Park Road along the three properties that have long been listed for sale by co-TRUSTEES Paul Gobeille and Michael Yamada at COLLIERS INTERNATIONAL. (See the aerial photos below for further details on how this scheme was to play out to “*weasel out*” BENEFICIARY’s interest in this plan for the sake of his own salvation during a STATE EMERGENCY and NATIONAL EMERGENCY associated with a nation and international disease PANDEMIC and self-quarantining ORDERS for an EVICTION MORATORIUM.)





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



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

Freeway, and the widening and reinforcing of 12 Mile Road itself while filling in the empty underground water caverns underneath Twelve Mile Road.

51. According to information and belief, this grand scheme of (legal or illegal) “enterprising” had only two snags: the first was that Ed Kottke had a lease with his landlord “Carl” extending to July 2021. The second snag was the fact that BENEFICIARY David Schied had been recently rendered a “*totally and permanently disabled quad-amputee*”; and with the “*EMERGENCY ORDERS*” of the so-called STATE and *Federal “governments”*, it was clear that forcing BENEFICIARY to leave could be quite difficult, and a violation of numerous “*federal*” and human rights laws reflected in the AMERICANS WITH DISABILITIES ACT, the “*CARES*” ACT, and other standing ORDERS against “*evictions*” due to health concerns, the COVID-19 pandemic, and “*self-quarantining*”.

(Bold and underlined emphasis added)

52. According to information and belief, the solution was – as TRUSTEE Donald Thorpe, Jr. has stated on 9/9/20 in a RECORDED conversation – resting upon Ed Kottke’s and his wife’s good graces and their thoughtfully caring so much themselves about the interests of BENEFICIARY as their friend and next door neighbor, that they agreed with their landlord “Carl” to surrender their own home as a grand gesture of peace to save BENEFICIARY from having to instantly face the reality of the following:

- 1) As a recently disabled man with no resources whatsoever for battling the greed of CORPORATE giants, the Kottkes sought to save BENEFICIARY from having to be forced into corrupt litigation with STATE BAR attorneys and judges already backlogged in the courts and with all of these co-TRUSTEES of the STATE OF MICHIGAN in accord as a “*nonjudicial*” STATE for conducting evictions (like foreclosure evictions).

2) Since it is well known that STATE BAR member, TRUSTEE Ava Ortner, has a long history of deriving her income from working at DYKEMA-GOSSET – a foreclosure “mill” with a long history of forcing “little guys” out of their homes – it was safe to assume that, with MICHIGAN being a “nonjudicial” STATE for privately executing evictions, **TRUSTEE Ava Ortner was already skewed toward abusing her disposition as a STATE BAR member, to first FORCEABLY take all of BENEFICIARY’s worldly possessions and then force him into homelessness and institutionalization in the name of personal greed and CORPORATE “progress”; and to compel BENEFICIARY Schied to become “subject to” a hopeless effort by BENEFICIARY to at least get back something of value from his stolen belongings,** if any might still be found at the end of a legal battle lasting for years in TRUSTEES STATE OF MICHIGAN’s renown “just us” system.

3) The Kottkes had sought to save BENEFICIARY from all of the above by their own sacrifice of their secured housing contract with their landlord, “Carl”.

53. According to information and belief, on considering all of the above, the WITNESSES Kottkes decided to negotiate terms of their moving out – within 60 days – with the brokers, co-TRUSTEES Paul Gobeille and Michael Yamada and COLLIERS INTERNATIONAL, with the Kottke’s landlord “Carl”, and with TRUSTEES Donald Thorpe, Jr. and his “guardian”, STATE BAR crime syndicate member Ava Ortner. Those terms **included the joint commitment of all involved in the “new land contract”** – being particularly the seller Thorpe and the new “buyer” – **to “leave BENEFICIARY alone” and to “not even tell BENEFICIARY” about the selfless sacrifice being made by the Kottke couple.**

54. It was then WITNESS Ed Kottke’s heartfelt intent to continue donating his time and services to BENEFICIARY for as long as possible – as BENEFICIARY’s “lifeline to mobility” as Kottke had been and continues to be today – this past two years as

BENEFICIARY's transportation to wherever he needs to go, doing so without cost to BENEFICIARY because the co-TRUSTEE of STATE OF MICHIGAN have continually and tortuously DENIED BENEFICIARY's repeated requests and demands to have the WITNESS Kottkes compensated for even just their mileage, given that the TRUSTEES of the STATE otherwise have that financial obligation to its disabled citizenry.

55. As such, according to information and belief, by mid-summer, the Kottkes were rushing to get their credit and finance documents in order so to be able to quickly apply for a mortgage; and they also began looking for a home ...That is, UNTIL around 9/18/20, when STATE BAR member, TRUSTEE Ava Ortner and her "fraud accomplice" TRUSTEE Donald Thorpe informed everyone engaging in the secret and underhanded "land contract" enterprise, that BENEFICIARY would instead be out of the home by the forcible eviction date of 10/31/20.

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

57. The bottom line – as essentially provided by the EVIDENCE of BENEFICIARY's audio recorded phone and personal conversations and text messages taking place at BENEFICIARY's home and involving this STATE BAR domestic terrorist network

member TRUSTEE Ava Ortner and her *demented* husband Donald Thorpe, Jr. – is that they have been acting concertedly to unethically and illegally “set up” BENEFICIARY for a FRAUDULENT, DEFAMATORY, and a RETALIATORY “FALSE CLAIM” of being an “abuser” against TRUSTEE Donald Thorpe – merely because BENEFICIARY would not readily succumb to their initial effort to COERCE him into signing another of their WORTHLESS contracts, otherwise crafted for “*transferability*” to new buyers, and with BENEFICIARY’s signature indicating falsely that he was “*voluntarily*” agreeing to leave the premises within sixty (60) days in spite of the “STATE” and “Federal” protections against the abuse of the elderly and disabled, and in CRIMINAL spite of EVICTION MORATORIUMS ordering the American population to be “*self-quarantined*”.

58. As explained in detail above, the acts of co-TRUSTEES have been blatantly and CRIMINALLY – violative of the AMERICANS WITH DISABILITIES ACT and the CDC ORDER OF EVICTION MORATORIUM, at minimum.

59. But that’s not all! In blatant and CRIMINAL defiance of TRUSTEES receiving BENEFICIARY’s sworn and notarized DECLARATION in support of the CDC ORDER OF EVICTION MORATORIUM, this so-called “*landlord*” and his STATE BAR attorney wife acted on 10/17/20 to simply correct the misspelling they had made on BENEFICIARY’s last name (i.e., from “Scheid” to “Schied”) on their September “*Notice to Quit*”, and reissued another “NOTICE TO QUIT” ordering BENEFICIARY to EVICTION again on short notice, being before 12/1/20.

60. On 10/31/20, the Ava Ortner, *et al* LOCAL TRUSTEES issued their second eviction notice, exactly two weeks following their receipt of the CDC “DECLARATION” giving sworn and notarized STATEMENTS (i.e., certified by a licensed notary of the STATE TRUSTEES “*STATE OF MICHIGAN*”) that BENEFICIARY David Schied was invoking the Common Law

and/or “Federal” jurisdiction(s), while also placing the TRUSTEES on notices about both his “Intent to Lien” the property at issue, and to “Halt” the STATE-LEVEL eviction process based upon the 9/4/20 “CDC ORDER” that had been issued – **UNDER PENALTY OF MINIMUM \$100,000 FINE AND A YEAR IN JAIL** – “to prevent the spread of COVID-19”. (Bold and underlined emphasis added)

Subsequently, on October 15, 2020, I submitted my “Sworn and Notarized DECLARATION” to the following LOCAL, COUNTY, and STATE agencies with absolute proof that the “landlord” Donald Thorpe, Jr. and his STATE BAR attorney/wife Eva Ortner received a copy of this “DECLARATION” via “Certified Mail Delivery” two days later, on 10/17/20.

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

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

1. Since August 1, 2012, I have been an inhabitant of a home located at 46675 W. 12 Mile Road in the CITY OF NOVI, a municipality located in the COUNTY OF OAKLAND, in the STATE OF MICHIGAN.
2. Since November 2017, I have been living in the above-referenced home without any “Landlord-Tenant” contract whatsoever. Previously, no written contract for monthly rent had been established since that written in 2014 as a “month-to-month”, which expired in August 2015.

USPS Tracking®

Tracking Number: 70192970000072179100

Your item was delivered to an individual at the address at 2:04 pm on October 17, 2020 in NOVI, MI 48377.

✓ **Delivered**

October 17, 2020 at 2:04 pm
Delivered, Left with Individual
NOVI, MI 48377

Get Updates ▼

Text & Email Updates

Tracking History

U.S. Postal Service® CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com	
NOVI, MI 48377	
Certified Mail Fee	\$3.55
Insurance Services & Fees (minimum \$500, and for each \$500 thereafter)	\$0.00
Return Receipt (hardcopy)	\$0.00
Return Receipt (electronic)	\$0.00
Certified Mail Restricted Delivery	\$0.00
Adult Signature Required	\$0.00
Adult Signature Restricted Delivery	\$0.00
Postage	\$2.40
Total Postage and Fees	\$5.95
David Thorpe, Jr. & Eva Ortner 2525 S. Sibley Court Novi, Michigan	
PS Form 3800, April 2019 (PSN 7530-02-000-9047) See Reverse for Instructions	



Ava Ortnier
 25289 Sutton Court
 Novi, MI 48374
 October 31, 2020
 David Schied
 Novi, MI 48377
 Dear David Schied:

As shown in other pages from my DECLARATION as presented further below, I am the victim of FRAUD by the wife of my landlord. This is a STATE BAR OF MICHIGAN attorney who has taken over the estate and affairs of her husband, a Vietnam Veteran with Agent Orange attacking his mind and body in more recent years, without informing me until suddenly and legally attacking me several weeks ago by the "NOTICE TO QUIT" dated 9/18/20 referenced a few pages back.

This is the same STATE BAR OF MICHIGAN member (Eva Ortnier) who DISCRIMINATINGLY put her mentally challenged husband up to COERCING me with a FRAUDULENT "New Lease" contract strictly with her husband (as if he otherwise had no "legal guardian") – effective 9/1/20 and in the immediate aftermath of my informing Donald Thorpe, Jr. about my financial troubles caused by MEDICAID transitioning to MEDICARE (and the SSA and US DEPT. OF TREASURY) – and then RETALIATED against me because I was reluctant, as a DISABLED man, to succumbing to such COERCION.

Subsequently, AFTER her receipt of my sworn DECLARATION on 10/17/20, Ortnier changed her misspelling of my name and issued a "New Eviction Notice" dated 10/31/20.

Enclosed is a Notice to Quit by December 1, 2020. Since retracting our initial Notice to Quit, I have conducted further legal research to ascertain whether we had and/or should pursue a different avenue of legal recourse to recover possession of our property. I have since concluded that our only viable legal recourse is through the normal action to recover possession of real property and therefore have taken the initial step by serving the enclosed Notice of Eviction.

Sincerely,

Ava K. Ortnier



STATE BAR OF MICHIGAN member Eva Ortnier's issuance of this "New Eviction Notice" AFTER the proven "Certified Mail" receipt of my DECLARATION is a blatant slap in the face of the UNITED STATES CONGRESS and the TRUMP ADMINISTRATION'S "CDC ORDER" protecting the public – and me – from the spread of the "Coronavirus".

Such a violation was a purposefully done by a legal professional – an "officer of the Court" licensed by the STATE OF MICHIGAN ("SUPREME COURT") as an "Obstruction of Justice"; and knowingly as an act of DOMESTIC TERRORISM, meant to COERCE the edict of the UNITED STATES government, and to COERCE me and the rest of the Michigan population by way of an act that is knowingly "dangerous to human life".

Approved, SCAO

STATE OF MICHIGAN	NOTICE TO QUIT TO RECOVER POSSESSION OF PROPERTY Landlord-Tenant
-------------------	--

TO: David Schied
 46675 West 12 Mile Rd
 Novi MI 48377

1. Your landlord/landlady, Donald A. Thorpe, Jr., is seeking to recover possession of property pursuant to ☒ MCL 564.134(1) or (3) (see other side) ☐ other Residential Lease sec. 3, 8 and wants to evict you from: _____
 Address or description of premises rented (if different from mailing address): _____

- You must move by December 1, 2020 or your landlord/landlady may take you to court to evict you.
Date (see note)
- If your landlord/landlady takes you to court to evict you, you will have the opportunity to present reasons why you believe you should not be evicted.
- If you believe you have a good reason why you should not be evicted, you may have a lawyer advise you. Call him or her soon.

October 31, 2020
 Date
Ava Ortnier (P4886)
 Signature of owner of premises or agent
 25289 Sutton Court
 Address
 Novi, MI 48374 248-738-9647
 City, state, zip Telephone no.

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

HOW TO GET LEGAL HELP

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

61. Thereafter, on Friday 12/18/20 at 4:00PM, Ava Ortner's LOCAL TRUSTEES – acting by and through her STATE BAR OF MICHIGAN fellow member, **Dominic Silvestri** – scotch-taped the following FRAUDULENT “SUMMONS” on a NONEXISTENT “*Landlord-Tenant Land Contract*” calling for BENEFICIARY David Schied to surrender jurisdiction to the “*STATE-LEVEL*” TRUSTEES by command that BENEFICIARY, as a “*totally and permanent disabled quad-amputee*” attend a formal “*EVICTON HEARING*” with less than two business days to respond. This was a blatant ADA violation.

BLO

Approved, SCAO
One Court
1st copy - Tenant
2nd copy - Mailing
3rd copy - Landlord/Landlady
4th copy - Proof of service

52-1 STATE OF MICHIGAN JUDICIAL DISTRICT	SUMMONS Landlord-Tenant/Land Contract	CASE NO. 20 20-C04694 LT LT
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Court address
48150 Grand River Ave. Novi, MI 48374

Court telephone no.
248-305-6511

Plaintiff's name, address, and telephone no.
 Donald A. Thorpe, Jr. and
Ava Ortner
 c/o Plaintiff's Attorney

Plaintiff's attorney, bar no., address, and telephone no.
Dominic Silvestri P65275
 37911 W. 12 Mile Rd.
 Farmington Hills, MI 48331
 248.246.6323

v

Defendant's name, address, and telephone no.
 David Schied and all other occupants
 46675 West 12 Mile. Rd.
 Novi, MI 48377

☒ Rental unit eviction
☐ Land contract forfeiture

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. The plaintiff has filed a complaint against you and wants

Address or description of premises
 46675 West 12 Mile. Rd.
 Novi, MI 48377

☐ to recover possession, after land contract forfeiture, of
☐ a money judgment,
☒ to evict you from

HEARING VIA ZOOM
MEETING ID 565 988 1689

2. You are summoned to be in the district court on Tuesday, December 22, 2020 at 1:30 pm
 Day and date Time

☐ at the address above, ☐ at _____, courtroom _____
 Location

3. You have the right to a jury trial. If you do not demand a jury trial and pay the required jury fee in your first defense response, you will lose this right.

4. If you are in district court on time, you will have an opportunity to give the reasons why you feel you should not be evicted. Bring witnesses, receipts, and other necessary papers with you.

5. If you are not in district court on time, you may be evicted without a trial and a money judgment may be entered against you.

12/9/2020
 Date issued

Court clerk

This document must be sealed by the seal of the court.

HOW TO GET HELP

You have received an important legal document from a court. Your landlord is trying to evict you. This means you could lose your housing and you could owe your landlord money. It is important to respond to this quickly.

You may hire an attorney to help you answer the complaint and prepare defenses. If you cannot afford an attorney, you can get help at MichiganLegalHelp.org or you might qualify for assistance through a local legal aid office. If you do not have Internet access at home, you can access the Internet at your local library.

If you do not have an attorney, but have money to hire one, you can find an attorney through the State Bar of Michigan Lawyer Referral Service at 1-800-968-0738 or a local lawyer referral service at michbar.org.

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Tenant's Copy

DC 104 (6/17) **SUMMONS, LANDLORD-TENANT/LAND CONTRACT** MCL 600.5735,
MCR 2.102, MCR 4.201(C), MCR 4.202(E)

62. In panicked response under imminent “DANGER TO HUMAN LIFE”, BENEFICIARY David Schied drafted the following written “NOTICE OF FRAUD” dated 12/21/20, delivered by a THIRD-PARTY WITNESS by “PROOF OF SERVICE” and signed in receipt by the TRUSTEES Dominic Silvestri’s “reception” agent.

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

12/21/2020
Received by: [signature]

Proof of Service

I certify that on Monday, 12/21/20 I “served” the 52-1 District Court for OAKLAND COUNTY through its court “officer”, Dominic Silvestri, with the following official “NOTICE”, being sufficiently equal to proof of previous service of a “Federal DECLARATION”, in compliance with the CDC’s ORDER from the TRUMP ADMINISTRATION issued under penalty of \$100,000 and up to a YEAR IN JAIL for violators.

This NOTICE and accompanying “PROOF OF SERVICE” were delivered together by hand to the 52-1 Court through a third-party delivery method as witnessed by me.

Attn: Dominic Silvestri, “Officer of the Court” for the 52-1 District of OAKLAND COUNTY and “agent” for STATE BAR OF MICHIGAN fellow crime syndicate member, Ava Ortnier, and her legal “ward”, Donald Thorpe, Jr.

Mr. Silvestri and All Other “Officers” of the 52-1 “Court” of Novi in OAKLAND COUNTY:

On Friday afternoon at 4:00PM, not even one full business day ago, an agent of your office, and your fellow STATE BAR member as both “officers of the Court” for the above-referenced 52-1 District, taped upon my front door a FRAUDULENT “SUMMONS” for a NONEXISTENT “Landlord/Tenant Contract”, disclosing a “HEARING VIA ZOOM” with less than two (2) business days in “notice” of this FRAUDULENT command to “be in court”.

Your document is FRAUDULENT for many reasons, the least of which involves a gross violation of all kinds of “Court Rules” governing “fair notice” and “due process”, particularly that which is to be legally provided in the form of “assistance” and “accommodations” to persons with disabilities – such as me – under the AMERICANS WITH DISABILITIES ACT (“ADA”). Additional signs of deliberate FRAUD is by the FACT that your document – if indeed yours (since it does not bear your signature or any other verifiable form of identifying either the preparer or the sender) – reflects an illegible date-stamp of the “court” that falls five full days BEFORE the purported date this document was merely initialed by someone, or something, masquerading as a “court clerk” where just under the signature line reads, “This document must be sealed by the seal of the court”, and whereby your FRAUDULENT document bears no such seal. Moreover, your “action” bears no accompaniment of a “Proof of Service” signature as otherwise required by law, except in cases where the acts like the instant one are intended to be CRIMINALLY FRAUDULENT in the attempt to capture jurisdiction that otherwise DOES NOT EXIST.

You are hereby “on NOTICE” also that the matter of my habitation at the referenced home in NOVI is WITHOUT CONTRACT; and is a matter to be settled according to the COMMON LAW. Should you and your fellow crime syndicate member, Ava Ortnier, decide to push this matter further, you are herein advised that this is otherwise a FEDERAL matter in the FEDERAL JURISDICTION, by the FACT that I had issued on 10/15/20 – via “certified” mail delivery on 10/17/20 – a sworn “DECLARATION ... HALTING EVICTION ... TO PREVENT FURTHER SPREAD OF COVID-19”. I have noted that you otherwise have committed a gross OMISSION by your intentional failure to notify the court as its “officer”, when otherwise obligated to do so. Therefore, I herein formalize that reminder by the following EVIDENCE, which you are now obligated to share with the Court, unless you wish to continue your criminal charade on your buddies at the “court” too.

/s/David Schied

DECLARATION of David Schied (dated 10/15/20)

Invoking the “Common Law” Jurisdiction and/or the “Federal” Jurisdiction in Halting Eviction via QUO WARRANTO, Notice of “INTENT TO LIEN”, Claims of “DISABILITY” and “MEDICAL FRAILTY”, and “To Prevent Further Spread of COVID-19”

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

1. Since August 1, 2012, I have been an inhabitant of a home located at 46675 W. 12 Mile Road in the CITY OF NOVI, a municipality located in the COUNTY OF OAKLAND, in the STATE OF MICHIGAN.
2. Since November 2017, I have been living in the above-referenced home without any “Landlord/Tenant” contract whatsoever. Previously, no written contract for monthly rent had been established since that written in 2014 as a “month-to-month”, which expired in August 2015.
3. Any perceived ongoing “month-to-month” contract being in existence according to said property “owner” or “owners”, being Donald Thorpe and/or STATE BAR OF MICHIGAN crime syndicate and domestic terrorist network member Ava Ortnier, are purely fictitious, given as FACT that said “owners” unaffiliated and VOIDED any and all contracts with me in November 2017 when supporting DTE ENERGY intervening in any such “expired month-to-month contract”. This occurred right after Thorpe and

USPS Tracking®

Tracking Number: 70192970000072179100

Your item was delivered to an individual at the address at 2:04 pm on October 17, 2020 in NOVI, MI 48377.

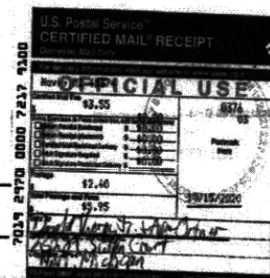
Delivered

October 17, 2020 at 2:04 pm
Delivered, Left with individual
NOVI, MI 48377

Get Updates

Text & Email Updates

Tracking History



63. It was not until 12/29/20 that BENEFICIARY David Schied received the TRUSTEES 52-1 “Court” “SUMMONS” – showing that although it was run through a postage register with a date of 12/3/20, which was the day BEFORE the time stamp and six days before the purported date of the unknown “clerk’s” initialing of the document on 12/9/20. This again demonstrated the high level of FRAUDULENCE of this entire criminal operation – this fraudulent document was not actually mailed out until 12/18/20, which was the very same day that a copy of this fraudulent document was found taped to BENEFICIARY’s front door, less than two business days before the purported (“railroaded”) hearing. (See below and on the next page for the “Devil in these details”) (Bold and underlined emphasis added)

Original - Court
1st copy - Tenant
2nd copy - Mailing

3rd copy - Landlord/Landlady
4th copy - Proof of service

Approved, SCAD

STATE OF MICHIGAN
JUDICIAL DISTRICT

SUMMONS
Landlord-Tenant/Land Contract

CASE NO.
20-004694 LT

Court address
48150 Grand River Ave., Novi, MI 48374

248-365-6511

Plaintiff's attorney, bar no., address, and telephone no.
Dominic Silvestri P65275
37911 W. 12 Mile Rd.
Farmington Hills, MI 48331
248.246.6323

☒ Rental unit eviction
☐ Land contract forfeiture

If the State of Michigan you are notified:
☐ to recover possession, after land contract forfeiture, of
☐ a money judgment
☒ to evict you from

HEARING VIA ZOOM
MEETING ID 855 998 1689

December 22, 2020 at 1:30 PM

David Schied
and all other occupants
Novi, MI 48377

12/29/20

18 DEC 2020 PM 7:18

52-1 District Court
48150 Grand River Ave.
Novi, MI 48374

Plaintiff's attorney, bar no., address, and telephone no.
Dominic Silvestri P65275
37911 W. 12 Mile Rd.
Farmington Hills, MI 48331
248.246.6323

☒ Rental unit eviction
☐ Land contract forfeiture

DEC 04 2020

2. You are summoned to be in the district court on Tuesday, December 22, 2020 at 1:30 pm
Day and date Time

☐ at the address above, ☐ at _____, courtroom _____
Location

3. You have the right to a jury trial. If you do not demand a jury trial and pay the required jury fee in your first defense response, you will lose this right.

4. If you are in district court on time, you will have an opportunity to give the reasons why you feel you should not be evicted. Bring witnesses, receipts, and necessary papers with you.

5. If you are not in district court on time, you may be evicted without a trial and a money judgment may be entered against you.

12/9/2020
Date issued

Court clerk

HOW TO GET HELP

This document must be sealed by the seal of the court.

Notice that the faded date stamp to the left – sent to BENEFICIARY by the TRUSTEE “52-1 DISTRICT COURT” is placed in a completely different spot on the page than the one below from the document placed on BENEFICIARY’s front door by the agent for TRUSTEES proving again these are NOT two copies of the same document.

Notice that the “clerk’s” unidentifiable initial to the left – sent to BENEFICIARY by the TRUSTEE “52-1 DISTRICT COURT” is noticeably different than the one above from the document placed on BENEFICIARY’s front door by the agent for TRUSTEES proving these are NOT two copies of the same document.

Approved, SCAO		Original - Court 1st copy - Defendant	2nd copy - Defendant 3rd copy - Plaintiff
STATE OF MICHIGAN JUDICIAL DISTRICT	JUDGMENT LANDLORD-TENANT	CASE NO. 20-C04694 LT	
Court address 48150 Grand River Ave. Novi MI 48374		Court telephone no. 248-305-6460	
Plaintiff Donald A. Thorpe and Ava Ortner		Defendant David Schied, and all occupants	
Dominic Silvestri PLLC Dominic Silvestri (P65275) 37911 W.12 Mile Farmington Hills MI 48331 248-246-6323		THE COURT FINDS: by <input type="checkbox"/> hearing <input checked="" type="checkbox"/> default* <input type="checkbox"/> consent** <small>*For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.</small>	
Plaintiff/Attorney <input type="checkbox"/> Personal service David Schied, and all occupants Novi MI 48377		POSSESSION JUDGMENT <input checked="" type="checkbox"/> 1. The plaintiff has a right to recover possession of the property. <input type="checkbox"/> 2. There is now due to the plaintiff for nonpayment of rent and other money due under the lease:	
Defendant/Attorney <input type="checkbox"/> Personal service a. Rent to retain possession \$ _____ b. Other money due..... \$ _____ c. Costs..... \$ _____ d. Total..... \$ _____			

This is instead an EVICTION because the STATE BAR OF MICHIGAN CRIME SYNDICATE AND DOMESTIC TERRORIST NETWORK simply believes its members control my life and death to the extent of defying COMMON LAW, statutory law, court rules, and the FEDERAL CDC MORIATORIUM to get what it wants which is ME DEAD!

IT IS ORDERED:

☒ 4. ☐ a. The plaintiff can apply for an order evicting the defendant if the defendant does not pay the plaintiff or the court the amount due in item 2d above or does not move out on or before _____ Date _____

☒ b. The plaintiff can apply for an order evicting the defendant if the defendant does not move out on or before _____ Date January 15, 2021

☐ c. An immediate order of eviction shall be entered pursuant to MCL 800.5744(2).

☒ 5. The defendant may be liable for money damages after moving if additional rent is owed or if there is damage to the property.

☒ 6. Acceptance of partial payment of the total amount due in item 2d above ☐ will ☒ will not prevent the court from issuing an order evicting the defendant.

☒ 7. No money judgment is entered at this time.

MONEY JUDGMENT:

☐ 8. A possession judgment was previously entered.

☐ 9. A money judgment, which will earn interest at statutory rates, is entered as follows:

Damages	\$	
Costs	\$	
Total	\$	

10. THE COURT FURTHER ORDERS: 12-22-2020 Judge [Signature] Bar no. [Blank]
 Date 12-22-2020 Judge [Signature] Bar no. [Blank]
YOU ARE ADVISED that you may file a motion for a new trial, a motion to set aside a default judgment, or an appeal and appeal bond, which must comply with all court rules and must be filed in court by write 10 days after judgment. You may want legal help.
 Date 1/4/2021
☐ MCR 4.201(f) was explained to the parties.

CERTIFICATE OF MAILING: I certify that on this date I served a copy of this judgment on the parties or their attorneys by first-class mail addressed to their last-known addresses as defined in MCR 2.107(C)(3).

8-23-2020 _____
Date Deputy clerk

****Approved:**

Date	Plaintiff/Attorney
Date	Defendant/Attorney

DC 106 (8/17) **JUDGMENT, LANDLORD-TENANT** MCL 600.57-44, MCR 4.201(f)(1)(d)

Received 12/29/20

ENVELOPE FRONT

4837732425 ROE2

Fifty-Second District Court of Michigan
Civil Division
48150 Grand River Ave.
Novi, Michigan 48374-1222

ENVELOPE BACK

Notice that there is no identifying “BAR no.” identifying whomever placed this mark as a signature of some unidentified “judge” executing this FRAUDULENT “*judgment*”.

Further, whereas this unidentified person's "*mark*" appeared as a "*clerk*" in the document above, it appears again here identified as the "*deputy clerk*"

nity to give the reasons why you feel you should
I you.
without a trial and a money judgment may be e

Court clerk

This document must be sealed

GET HELP

64. While the above FRAUDULNT “*Judgment*” states that BENEFICIARY has “10 Days” in which to send an “appeal” filing and an “appeal bond” to the TRUSTEES 52-1 DISTRICT COURT’s agents of this CONTINUING FINANCIAL CRIMES ENTERPRISE, the actual number of days was reduced to five (5) days given the delay of the post office to deliver this to a “*totally and permanently disabled quad-amputee*” until 12/29/20.
65. Meanwhile, as these “*predicate*” level crimes continue to put BENEFICIARY David Schied’s immediate household under direct threat in “*danger to human life*”, in constant THREAT to BENEFICIARY David Schied’s Rights to Life, Liberty, and Pursuit of Happiness, BENEFICIARY has been continuing to exercise his FIRST AMENDMENT guarantees to “*Redress of Grievances*” at the “*secondary*” levels of STATE and NATIONAL reviews, only to be affirmatively provided with compounding EVIDENCE that STATE INSURRECTION and DOMESTIC TERRORISM at these “*higher*” levels of TRUSTEES continue to run rampant and out of any form of administrative, legal, or constitutional controls.
66. The details of this secondary level of CRIMINAL gross negligence are in the accompanying “ORIGINAL COMPLAINT”, which is incorporated in its entirety as if written herein verbatim, along with the following three EXHIBITS in support of all of these filings as BENEFICIARY submits these documents under real conditions “*dangerous to human life*”, and in extreme DURESS by real THREAT to the safety and LIFE itself.

DESCRIPTIONS OF SUPPORTING EXHIBITS (A; B; and C)

67. Entered herein within the record of this case are three supporting EXHIBITS by which both FACTS have been referenced and/or from which ARGUMENTS have been framed or citations made from though omitted.
- a) **EXHIBIT A: “DECLARATION of David Schied (dated 10/15/20) Invoking the ‘Common Law’ Jurisdiction and/or the ‘Federal’ Jurisdiction in Halting Eviction via QUO WARRANTO, Notice of ‘INTENT TO LIEN’, Claims of**

'DISABILITY' and 'MEDICAL FRAILTY', and 'To Prevent Further Spread of COVID-19'" (40 pages);

- b) **EXHIBIT B:** "AMICUS IN TREATISE: Interpreting the Unconstitutional History of Federal and National Governance of the Patriotic 'People' and Other 'Free Persons' Inhabiting the United States" (313 pages);
- c) **EXHIBIT C:** "MEMORANDUM OF RIGHTS OF (WE), 'THE PEOPLE': To Assemble; To Local Governance; and To Withdraw Consent Through State and Federal Jury Nullification, Through Grand Jury Presents, Through Private Prosecutions, and Through Other Executions of Customary Law and The Laws of Commerce" (183 pages)

CONCLUSION and EMERGENCY MOTION TO EXPEDITE

68. For these many FEDERAL violations described above, and by inclusion of further details making co-TRUSTEES "*inextricably intertwined*" with other named co-TRUSTEES at the NATIONAL level bringing a **background history and the impending THREAT OF VIOLENCE from TRUSTEES and their agents involved in ILLEGAL EVICTION proceedings with deliberate defiance of BENEFICIARY's rights as a recently totally disabled quad-amputee and in spite of BENEFICIARY having still "paid in full" monthly rent** – in nearly double the amount reported by TRUSTEES Ava Ortner and Donald Thorp to the TRUSTEES of the STATE OF MICHIGAN as being BENEFICIARY's actual monthly "*obligation*" under the active Common Law AGREEMENT proven to exist in November 2019 – **this ARTICLE III Court of record has the additional reason to EXPEDITE the matters forward to JURY TRIAL and GRAND JURY INVESTIGATION, rather than to follow the current *pattern and practice* by furthering the maxim of "*justice delayed is justice denied*".**

**MOTION FOR IMMEDIATE TEMPORARY DECLARATORY
AND INJUNCTIVE RELIEF**

69. For these many FEDERAL violations described above, and by inclusion of further details making co-TRUSTEES “*inextricably intertwined*” with other named co-TRUSTEES at the NATIONAL level bringing a **background history and the impending THREAT OF VIOLENCE from TRUSTEES and their agents involved in ILLEGAL EVICTION proceedings with deliberate defiance of BENEFICIARY’s rights as a recently totally disabled quad-amputee, this ARTICLE III Court of record has the additional reason issue and ORDER IN DECLARATORY AND INJUNCTIVE RELIEF in favor of BENEFICIARY and against the enjoined co-TRUSTEES listed in this case, rather than to follow the current *pattern and practice* exhibited so far of furthering the maxim of “*justice delayed is justice denied*”.**
70. The intent of this “*temporary and immediate*” MOTION is to compel the Court’s declaration of enjoinder of the named co-TRUSTEES in the federal jurisdiction and to put an immediate injunction against all co-TRUSTEES for immediately stopping all actions to evict BENEFICIARY David Schied as a *totally and permanently disabled quad-amputee* until, minimally, a final analysis can be completed on the following:
71. The status of the PRESIDENTIAL ELECTION 2020 and that **new Presidential administration’s policies of “relief”** for the People of the United States in the aftermath of the expiration of the CDC ORDER OF EVICTION MORATORIUM which ended on 12/31/20 at the turn of the NEW YEAR; and/or of **any inclusion of such extension of the “eviction moratorium” via any new “stimulus packages” introduced by CONGRESS to replace that former eviction moratorium.**

72. The details of what ADA “*accommodations*” that should have been otherwise provided by each of the co-TRUSTEES to BENEFICIARY David Schied as a certified “*totally and permanently disabled quad-amputee*”,
73. The details of what is now owed immediately by each of the co-TRUSTEES in “relief” so to enable BENEFICIARY to be once again as self-sufficient as possible and living in the “Least Restrictive Environment” (“LRE”) with all records successfully *challenged*, *properly investigated*, and *properly corrected* pertaining to debts and actual positive credit and payment history; and the declaration of the qualifications of BENEFICIARY for SECTION 8 and other forms of HOUSING, CHORE SERVICES, TRANSPORTATION, UTILITIES, and COMMUNICATIONS relief for living in the LRE.
74. What injunctions should be applied against which co-TRUSTEES in the immediate sense and in the longer term to ensure BENEFICIARY receives just treatment by the co-TRUSTEES of banking and credit institutions, by the STATE and the UNITED STATES, with regard to BENEFICIARY’s actual qualifications for “HELP PAYING COSTS” for MEDICARE co-pays and deductibles from the STATE, the reimbursement of debts owed to BENEFICIARY by the SOCIAL SECURITY ADMINISTRATION for past wrongful deductions of monthly amounts for MEDICARE payments, and with regard to who owes what debts to whom with regard to BENEFICIARY’s longstanding challenges and debt collections activities against co-TRUSTEES of the USDOE still billing BENEFICIARY with CLAIMS about “*student loans*” that have long been impacting BENEFICIARY’s credit history to such extent of **keeping BENEFICIARY from qualifying for new prospective housing rental contracts predicated upon “official” and “truthful” accounting and credit histories for his living independently in the LRE.**
75. That BENEFICIARY is entitled to equal protection against eviction from his home of the past 8 ½ years as long as an “eviction moratorium” is in effect at the STATE or

NATIONAL level; and that BENEFICIARY's sworn DECLARATION from 2020 is sufficient to extend his qualified entitlement to eviction protection under similar terms of new legislation or administrative "orders" calling for anything similar in sworn statement(s).

76. That in this instant case filed by BENEFICIARY against the co-TRUSTEES, BENEFICIARY is entitled by Right as a "*Federal whistleblower*" and *bona fide* "*crime victim*", to reasonable "*whistleblower protections*" and "*crime victims protections*" – including but not limited to such protections by the U.S. MARSHALS SERVICE or other professional contractors of their and BENEFICIARY's mutual choosing – against threats to BENEFICIARY's personal safety, and threats against the security of BENEFICIARY's archived paper and digital records of "*Federal*" EVIDENCE.

77. Any other relief that is deemed appropriate at the time this MOTION for "*temporary*" relief is addressed.

Respectfully submitted,

_____/s/ David Schied

DISABLED / BENEFICIARY David Schied 46675 W. 12 Mile Rd. NOVI, MICHIGAN 48377 248-974-7703 (all calls recorded)
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