Attachment 1

to Cease & Desist Notice, or Possible Litigation - Served to Brooks Kenagy 10/19/22 via Certified Mailing

In Cause 13WA-CC00410, Washington County, Missouri - The parties are Defendants, Dave and Dawn Campbell and Plaintiff, Woodland Lakes Trusteehip, Inc. (herein as *"WLTI")*

No injustice or hardship would flow from a new examination of this cause. Inadvertence and abuse of discretion has occurred and principles of law have been incorrectly declared, which are so extraordinary that the rights of Defendants are infringed upon.

I. Background:

1. These issues herein began as a result of Plaintiff using the *"color of law"* to ban Defendants from the development on 11/11/11, by serving Defendant with a ban notice (Ex. V) and then calling the Washington County Sheriff's Department to have Defendants arrested for trespassing. (Ex. Y) Defendants waited in the parking lot to speak with an officer. Officer Barton from the Washington County Sheriff's Department, instructed Defendants that Defendants would be arrested if ever found in the Woodland Lakes Development after 4:00 p.m. on 11/12/11. An injustice will be done to the rights of Defendants by adhering to the first opinion, because Defendants the Court prevented Defendants from presenting a defense. The judgment is also fraudulent and violates the law of estoppels, because it had already been established on the record in Cause 13WA-CC00410 that Plaintiffs were given a notice on 11/11/11 for failing to pay assessments. Plaintiff changed the allegation halfway through the summary judgment motion process to say the notice informed of a defamatory 140-day stay without using a sewer system.

2. Prior to the 11/11/11 ban, Defendants had purchased tax lots and Plaintiff had banned Defendants for refusing to pay the alleged debts of the previous property owners, because a title search had not reported any of the alleged liens. Plaintiff testified in Cause 13WA-CC00410 that Defendants were the last property owners to pay other property owners' debts.

II. Exceptional Circumstances and/or Abuses of Discretion Occurred in Cause 13WA-CC00410 and Its Appeal that Prevented Defendants from being heard:

1. Defense attorney, Gary Matheny, withdrew from the case after he was discovered filing a instigated by Plaintiff, which resulted in Defendants not having a defense in the case and not being heard. The trial was scheduled to occur in a matter of weeks when Mr. Matheny filed, at the expense of Defendants, a Motion for Continuance after Plaintiff asked for Defendants' depositions, which should have occurred when Defendants had been present in deposing Plaintiff's employees over a year prior. Because Mr. Matheny filed the continuance motion unbeknownst to Defendants, he was asked to withdraw it, which he motioned for and also motioned to remove himself. Plaintiff committed fraud in delaying the trial in April of 2015, because the

delay was to depose Defendants and Plaintiff never did depose Defendants. The defendants filed a motion for leave to file a first-amended answer and amended counterclaims upon realizing Mr. Matheny had not included affirmative defenses in the response he filed to Plaintiff's first-amended petition and also failed to reassert Defendants' counterclaims. Defendants, who worked in Florida at that time, also filed a motion to appear telephonically and a notice to be heard April 20, 2015. Defendants had representation of Attorney Gary Matheny on April 20, 2015, who was present at the Washington County Courthouse; therefore, Defendants' motion for leave to file a first-amended petition to include affirmative defenses and counterclaims should have been granted. Defendants' pleading was necessary in the interest of justice. Defendants were prejudiced by the fact their motion to file a first-amended pleading was denied and, therefore, Defendants were not heard. Therefore, it was in error that the Missouri Court of Appeals issued a Writ of Prohibition, Finding *"The trial court did not err in denying the Campbells' first-amended answer on April 20, 2015, because they did not appear even after filing their own notice. The court's ruling on July 20, 2015, merely reiterates that ruling and denies their request to appear telephonically."* Defendants tried to appear and were denied a telephonic appearance. Defendant's attorney was present on that date, which makes the appellate court's ruling erroneous. (See Exhibit A, P. 7) If Defendants' motion for leave to file a first-amended petition should not have been granted because Defendants were not present, then it should not have been taken up in the first place, if it could not be granted while in the presence of Defendants' retained counsel for that day. In order for Defendants to have been heard, Defendants' motion for leave to amend should have been passed until the next court date where Defendants could have physically appeared. The Writ Court's foregoing opinion is an abuse of discretion for multiple reasons. The rationale provided by the Writ Court was not disclosed to Defendants at the time the motion for leave was denied, so Defendants could have refiled the motion for leave to file a first-amended petition. Had there been this disclosure by the trial court, Defendants would have refiled the motion for leave to amend the response and counterclaims and would have physically appeared. Defendants were prejudiced, because Defendants were deceived by the trial court into believing they were prohibited from amending their response entered by Mr. Matheny. Another abuse, or overlooked factor is that Defendants' motions should not have taken up on 4/20/15 if their motion to appear telephonically could not be granted, which was Defendants' condition. Defendants' motion for leave to file an amended pleading should have been passed until the next hearing since the trial court failed to give a reason for the first-amended pleading being deprived. For there to be equal justice under the law, Defendants were required to amend the pleadings filed by Mr. Matheny, who was evidenced to be working for Plaintiff. The fact that the Court derided Defendants in the Judgment Nunc

Pro Tunc for failing to have affirmative defenses is a grave miscarriage of justice. The Court denied Defendants' motion for continuance of the summary judgment hearing despite Defendants having a valid and urgent reason for not being able to attend the hearing. Mr. Campbell was the executor of an estate and had a court hearing in Alachua County, Florida which prevented Defendants from the ability to also physically be in Missouri. The trial court repeatedly refused Defendants' motions to appear telephonically. Therefore, the Campbells were unable to attend the hearing, which prevented them from a meaningful opportunity to present and examine evidence, confront the testimony used against them, or raise every available defense.

2. It was near the end of April of 2015, when Mr. Matheny resigned from the case. Near the end of May of 2015, Defendants motioned for sufficient time to secure new defense counsel and supposedly this was granted. Despite Defendants being granted sufficient time to secure legal counsel, on July 24, 2015, the trial court scheduled a hearing to hear Plaintiff's motion for summary judgment. *The "judgment nunc pro tunc"* found that Defendants answered the motion for summary judgment incorrectly. Had Defendants been respectfully granted time to obtain legal counsel, then Defendants would have been able to answer correctly and a summary judgment would have been barred, because Defendants would have been able to present their case. Due to deceptions upon Defendants by Plaintiff's counsel and the trial court, throughout the summary judgment process, Defendants were unconstitutionally deprived of their right to present a defense. Defendants worked in Florida at that time and were being overwhelmed by Plaintiff's multiple motions and were not versed in the law.

3. The Appeal in Cause 13WA-CC00410 was unfair because Defendants' exculpatory evidence was erroneously excluded by an Appellate Clerk, which Resulted in Defendants Not Being Heard. Clerk Laura Roy kept Defendants sole and crucial exhibit in her desk instead of entering it into the appeal. When Defendants called for their exhibit from the appeal, Defendants were told their appeal had no exhibits. Ms. Roy later left a message on Defendants' answering machine confessing that Defendants' sole exhibit had been in her office since she had retrieved it from the mail stream. Ms. Roy retrieved the exhibit from the mail stream because she was going to mail it back to Defendants the day it was filed, because she didn't think it had been part of Cause 13WA-CC00410. When Defendants noticed the docket entry in September and called Ms. Roy that same day and evidenced, with the help of the Washington County Courthouse, and evidenced the exhibit was part of Cause 13WA-CC00410. Therefore, Ms. Roy went and retrieved the exhibit from the mail stream that day in September, which was prior to the appeal being heard. Ms. Roy's

voicemail stated she had the exhibit in her office since she had retrieved it from the mail stream. Ms. Roy did not retrieve the exhibit from the mail stream after the appeal was heard, which would make no sense. Nonetheless, Judge Hess abused discretion and/or committed fraud upon the court by finding that Ms. Roy had retrieved the exhibit from the mail stream after the appeal was heard. Defendants were told by the Missouri Court of Appeals that there had been no exhibits in their appeal. When Defendants learned the exculpatory 11/12/11 video had been excluded, from their appeal, Defendants left an exasperated message for Ms. Roy, who had promptly returned Defendants' call and left the incriminating voicemail confession. (Exhibit L)

4. After the judgment nunc pro tunc was entered, the Missouri Supreme Court intervened in Cause 13WA-CC00410 and assigned a judge to the case. The Hon. Thomas Frawley found that Defendants were never heard in Cause 13WA-CC00410 and still had pending issues. Plaintiff then received a Prohibition Writ against Judge Frawley. Defendants did not fully comprehend the situation at that time and presented an argument that lacked a legal basis pertaining to Rule 55.33(a), resulting in Defendants' application to transfer
to the Missouri Supreme Court being denied.

V. The Doctrine of Ultra Vires Bars enforcement of the Judgment Nunc Pro Tunc:

1. Plaintiff is acting beyond the scope of the authority or power that is granted by law, contract, or agreement. Therefore, any enforcement of the judgment is invalid and to be challenged further. Plaintiff is not the Trusteeship for Woodland Lakes, because Plaintiff never received a legal assignment. There is a 15-month gap in Plaintiff's alleged legal assignment. Plaintiff alleges its legal assignment is the Covenants. (Ex. R)

2. The original *"Trusteeship of Woodland Lakes"* (hereafter *"Trusteeship"*) and *Woodland Lakes Trusteeship, Inc."* hereafter (hereafter *"WLTI"*) are two separate and distinct entities. Each separate entity is spelled out in the Covenants. The original *"Trusteeship"* received its legal assignment on 04/09/85, creating a distinct entity.

3. On July 17, 1986, lacking legal authority, Mr. Clutter, Mr. Meyers and Mr. King formed a distinct entity known as *"WLTI."* (Exhibit I)

4. When the foregoing men formed *"WLTI"* on 07/17/86, the creation was nonrelated to the functions of a Property Owners' Association. *WLTI's* purpose as listed on its formation filings declared it was, *"to own property, to buy and sell property, to rent or lease property, to contract with others, to engage in activities for*

the furtherance of the Woodland Lakes Trusteeship, and all other legal powers permitted General Not For Profit Corporations." (Exhibit I)

5. The two entities, *"Trusteeship of Woodland Lakes"* and "*Woodland Lakes Trusteeship, Inc."* were never merged into one entity in order to create a legal assignment for Plaintiff. There is no legal connection between *"Trusteeship" in the Covenants and "WLTI"* in order to have created a legal assignment that would enable *WLTI* to arbitrarily take other people's land. (Exhibit R)

6. *WLTI*'s alleged legal assignment did not appear in the Covenants until 04/09/11. *WLTI* inserted language in Article XII, which was added to the Covenants in 2011. The language was illegitimate, because it was not voted on by the Woodland Lakes Property Owners. Even if Article XII had been done lawfully, it is still merely a restriction and could not constitute a legal assignment. *WLTI's* fabricated language should have been added to the Covenants in 1986; not 2011. The fact that this was not done until 2011 is more evidence of illegitimacy. Regardless, Article XII is not a legal conveyance and evidences the fact that it is impossible that *"WLTI"* received its legal assignment on 04/09/85, when the *"Trusteeship"* for Woodland Lakes was formed. Article XII makes it clear that Woodland Lakes Trusteeship, Inc. is a distinct and separate entity from the original *"Trusteeship"* for Woodland Lakes. (Exhibit R)

7. The Covenants state, *"It is the intention of the Grantor, and it does so declare, that the Trustee named in this instrument shall be the Trustee for the entire tract and for any portion thereof that may be subdivided and platted into separate lots. The rights and powers of the Trusteeship set forth herein may be enforced by the lot purchasers or owners. The Trustee shall at all times exercise his rights and powers for the sole benefit of lot purchasers and lot owners."* (Exhibit R) Article XII of the Covenants, alleging to have been amended in April of 2011 states, *"There shall be a not-for profit corporation organized and known as the 'Woodland Lakes Trusteeship, Inc.' (the 'Trusteeship') which after the date of its incorporation shall become the successor and assign of the original subdivision Trustee and shall have and accede to all of the rights, powers and authority granted to the subdivision Trustee as set forth in this Indenture and Trust."* Article XII is invalid and not a legal assignment. In addition to not being voted on by the property owners, the original article that is alleged to be amended and the original date
are excluded from the Covenants. (Exhibit R)

8. The developer of Woodland lakes sued *"Trusteeship of Woodland Lakes"* around 1986 for unlawfully locking out property owners. A TRO was issued against *"Trusteeship of Woodland Lakes."* The Court found, *"Though NDC continues to*

have a substantial investment in the Woodland Lakes development, it has lost control of the development's trusteeship. Naturally, NDC refuses to invest additional money in the development. The trustees and lot owners have won a pyrrhic victory: Without NDC funds, the trusteeship has run out of money and faces imminent bankruptcy. The resulting stalemate cannot be solved merely by the memorandum of this Court." (Exhibit B, Par. 3) National Development Co. v. Trusteeship of Woodland Lakes is now a *"Time Study Case."* (Ex. B) The Trusteeship the Court referred to here was not Woodland Lakes Trusteeship, Inc., which was created during the lawsuit.

9. Francis Oscar Darian, WLTI's manager, testified in a deposition in Cause 13WA-CC00410, on February 27, 2014,*"the trustees took over at Woodland Lakes Trusteeship in 1985 by the Federal Courts."* (Exhibit Z, p. 1, lines 22-24)

10. Mr. Darian also testified in a deposition in Cause 13WA-CC00410, *"1984, I think, they tried, and the Federal Judge threw some of the rules out. So they had to take it amongst the people to get the rules set by the people, and, I believe, it was 1985, or 1986."*(Ex. Z, p. 2, L 13-18)

11. Mr. DEIS, WLTI's president, was asked If the roads had actually been deeded over to Plaintiff and he responded, *"to my knowledge, yes. It was done in court and 1985 they told me. I wasn't there then."* (Ex. Z, Page 15 lines 21 through 25)

12. Mr. DEIS testified, *"it was around 1985, if I understand it. They went to court – – downtown, And that's when it was transferred to the trusteeship."* (Ex. Z, *P.*18 lines 1-3)

13. . Mr. Deis testified, *"Like I said, it was in 1985– from what I was told, and it's hearsay – – 1985 is when they had Dash – the courts have directed that that's the way that was done. I don't know. I wasn't there. So I don't know."* (Ex. Z, Page 18 lines - 20)

14. Mr. Deis testified that it is not plaintiffs business to buy or sell lots, which further evidences that Plaintiff has no legal assignment. (Ex. Z, Page 20, lines 2 - 4) Larry DEIS testified in a deposition in Cause 13WA-CC00410 that National Development Company went bankrupt prior to 2000. (Ex. Z, Page 17 lines 21 - 25)

13. Mr. DEIS testified, *"National Development Company does not exist anymore."* (Ex. Z, P. 18 lines 13 through 14)

14. Mr. DEIS testified that there is another organization that Woodland Lakes called property owners association which is not part of the trusteeship. He also testified that no one at Woodland Lakes is considered the developer and that since national development company became bankrupt or insolvent, no one has stepped into NDC's shoes. (Ex. Z, Page 19, lines 6 - 21)

15. In a deposition in Cause 13WA-CC00410, Ms. Clutter, WLTI's office manager, was asked if there were any other documents that the trustees have that directs The trusteeship to the relationship between the property owners and the trustees, she testified, *"the trust indenture is our main bylaws document, and the SOP is secondary to that and part of the indenture."* Ms. Clutter was again asked if there were any other writings addressing the relationship between the property owners and the trustees And she testified, *"I don't know exactly what you're asking. "* When Ms. Clutter was again asked if there were any writings such as the letter that was given to the Campbell's, that addressed the relationship between the property owners and the trustees, and she testified, *"these are the base documents, yes."* Ms. Clutter was asked, if Plaintiff would find its authority or power in one of the two documents, the trust indenture or SOP and she testified, *"correct."* (Ex. Z, Page 49, lines 1 through 25 & page 50 lines 1 through 25)

16. In order for Plaintiff to have sued Defendants in Cause 13, a vote was required before the property owners and also the trustees. Evidencing it is not the Trusteeship of Woodand Lakes, Plaintiff's votes to sue Defendant were only presented to Plaintiff's board members and Deborah Clutter, who is not advertised to be a trustee in the Covenants. Page 48, lines 5 through nine. Plaintiff also evidenced it is not the Trusteeship of Woodland Lakes, because the covenants require a trusteeship to bring all legal actions in the name of a trustee. There is no trustee named Woodland Lakes trusteeship, Inc., because there has been no valid legal assignment to make Plaintiff the Woodland Lakes trusteeship. (Ex. R.)

17. Plaintiff has failed to file with Missouri's Secretary of State the required paperwork to consolidate the two entities. In order to merge two legal entities, Missouri requires there to be a Plan of Conversion and a Certificate of Conversion, as spelled out in RSMo. 351.408, both of which your client failed to do at the time of bringing this action. At the time this cause was brought, without the required filings, *"WLTI"* was not lawfully authorized to act as the *"Trusteeship"* for Woodland Lakes and have unlawfully taken over the subdivision. (Exhibit Z, p. 55)

18. For WLTI Attorney David Baylard concocted a Quit Claim Deed where WLTI alleged to take land from the property owners to give to WLTI. In this charade, WLTI is listed as being both the *"grantor"* and the *"grantee"* and it is signed by one sole representative, when the Woodland Lakes Covenants required seven signatures, in order for the charade to have constituted lawful Woodland Lakes business. National Development Company, Inc. is fraudulently impersonating the *"Trusteeship of Woodland Lakes"* and is relying on a fraudulent Quit Claim Deed, with the following flaws: 1) the legal description looks funny; 2) The property descriptions are invalid and appear to be taken from the tax assessor's office; 3) Plaintiff is the

Grantor and also the Grantee; 4) it is uninsurable; and 5) The *"David Attorney at Law"* is a flaw. (Exhibit G)

19. In Cause 4:12-cv-00165, Deborah A. Clutter, who is the wife of James Clutter (co-founder of *"WLTI"*) swore under oath that *"WLTI"* had never done business with anyone from Texas, and National Development Company is a Texas Corporation. (Exhibit F) (Exhibit R)

20. February 17, 2014, Frank Darian answered *"Yes, sir"* when Plaintiff's attorney, Damian Struzzi asked him if *"the Trusteeship was assigned the rights of National Development Company to enforce the restrictions"*in Cause 13WA-CC00410. (Exhibit Z, P. 2, Lines 4-7)

III. The Judgment Nunc Pro Tunc is Barred by Fraud and Estoppel:

1. The judgment falsely found that Defendants had been provided with a notice thatthey had violated a 140-day stay restriction for staying on a camping lot without a sewage system, which is false for many reasons, as set forth below: It is a fraud upon the court that the record in Cause 13WA-CC00410 fails to include the notice Plaintiff supposedly served Defendants about failing to use a sewage system and having stayed 140 days. The actual notice debunks the Court's false witness about Defendants failure to use a sewage system for 140 days. (Ex. V)

2. Defendants received the deed to their property on or about July 30, 2011. (Exhibit BB)

3. Defendants were staying on Lot 25, next door to a dump station, in a fifth wheel that contained holding tanks, which legally constitute a sewage system, and which makes the Judgment Nunc Pro Tunc highly defamatory. Defendants were staying in a fifth wheel that contained holding tanks on Lot 25, Block 4, Section 19 on 11/11/11 when receiving the ban notice. Defendants began the electric installation and also received the deed to Lot 25, Block 4, Section 19 on 07/21/11. (Exhibit T)

4. August first to August 31 equals 31 Days. September 01 to September 30 equals 30 days. October 01 to October 31 equals 31 days. November 1 to November 11 equals 11 days. The total days the defendants could possibly have committed the defamatory action the judgment alleges was a total of **103** (one hundred and three days) days, which makes the finding fraudulent, because the days cannot tally 140, even if all of July were included.

5. Plaintiff knew Defendants did not stay 140 days on a lot with no sewer, because the petition and the amended petition in Cause 13WA-CC00410 pleads that, *"Defendants are individuals with their primary residence in Crawford County, Missouri."* If Plaintiff had

truly given Defendants a notice about a 140-day stay without a sewer, then Plaintiff would not have filed a pleading a short time later declaring that Defendants resided in Crawford County (Exhibit Q) which is where Defendant moved to in 2005. If Plaintiff thought Defendants still lived in Crawford County in 2012, then Plaintiff had to have thought Plaintiffs lived in Crawford County in 2011. It is fraud that the Court found Defendants were noticed to have stayed 140 days on a lot for failing to use a sewage system.

6. The law of Estoppel legally prevents the Court from the finding that Defendants had been given a notice that Defendants were being banned for having stayed 140 days on a camping lot without using a sewage system, because Estoppel prevents a person from asserting or denying something in court that contradicts what has already been established as truth. On February 17, 2014, Plaintiff established on the record in a deposition in Cause 13WA-CC00410 that Defendants received only one notice from Plaintiff and that the notice was because Defendants had not paid assessments, which was proven as being false. That is when Plaintiff inserted the fraud about the bogus 140-day, no-sewage allegation.

7. Plaintiff's former manager, Francis Darian, testified in Cause 13WA-CC00410 that he thinks Defendants only received one notice pertaining to a ban that was given to Defendants and it was *"for them [the defendants] to enter the development, assessments would have to be paid, or else they would have to walk in and leave their car parked to the outside."* (Exhibit Z, P. 5, Lines 10-22)

8. The notice Plaintiff gave Defendants on 11/11/11, states, "*Dave & Dawn Campbell is (sic) hereby notified that they have 24 hours from 11/11/11, at 4 p.m. to remove their personal belongings from Woodland Lakes before being banned from vehicular ingress/egress into the development.*" and fails to provide a reason for Defendants being banned from the development. (Exhibit V)

9. Mr. Darian elaborated in sworn testimony saying, *"—Because there's rules that say you have to pay your assessments every year. It's a simple fact. It says it right there in the indenture. If you don't pay your assessments, you walk to your property. You don't drive in."* (Exhibit Z, P. 6, Lines 3-21)

10. Mr. Darian testified under oath that he did not recall there being any other disputes that formed the basis for denying Defendants motor access to Defendants' property other than the assessments. (Exhibit Z, P. 9, Lines 5-14) Plaintiff's gate guard, Simone Hatton, is the one who gave Defendants the ban notice on 11/11/11. Ms. Hatton testified in a

deposition in Cause 13WA-CC00410 that she has had no conversations with Defendants about their access. (Ex. Z, p. 10, L. 7-12)

11. Simone Hatton also testified that there was *"a note made"* pertaining to Defendants' ban from the development. (Ex. Z, p. 11, L. 21) The only ban notice Defendants was on 11/11/11, which Plaintiff's representatives confirmed in depositions in Cause 13WA-CC00410. On 11/12/11 Defendants appeared in the Woodland Lakes office with witnesses and Deborah Clutter refused to tell Defendants the reason for the 11/11/11 ban notice and also refused to allow Defendants to talk to a trustee. Instead, Ms. Clutter tried to have Defendants arrested for trespassing. (Exhibit Y) A sheriff's deputy later warned Defendants that Defendants would be arrested if Defendants were <u>*EVER*</u> to step foot in the Woodland Lakes development again after 4:00 p.m. on 11/12/11.

IV. New Evidence Arose Since The Judgment Nunc Pro Tunc was Filed That Evidences The Judgment Nunc Pro Tunc's False Finding:

1. On August 09, 2017, Charles Harwood from the Missouri Department of Natural Resources issued a letter to Defendants explaining the meaning behind the 140 day verbiage that is contained in the Woodland Lakes Covenants. Mr. Harwood explained that it is only a description that differentiated between temporary and permanent residence "and that it was not intended to restrict access to an individual's lot throughout the year." (Exhibit E, p. 2, Par. 1)

VI. Plaintiff's Legal Counsel Violated the Fair Debt Collections Practices Act:

1. Plaintiff's counsel violated the Act by failing to notify Defendants of the alleged assessments debt that pertains to the *"judgment nunc pro tunc,"* resulting in damages and prejudice to Defendants.

2. Plaintiff's violated the Act by immediately suing Defendants instead of sending the alleged debt to collections, which is WLTI's normal procedure, as set forth below. This prejudice resulted in damages to Defendants.

3. Plaintiff's counsel violated the Act by failing to send Defendants a notice of the alleged assessment debt prior to the filing of Cause 13WA-CC00410 , resulting in damages and prejudice to Defendants.

4. After the judgment was entered in Cause 13WA-CC00410, Plaintiff's counsel, Damian Struzzi, sent a letter to Defendants where he advertised himself as a debt

collector and instead of seeking to collect the debt alleged in the "judgment nunc pro tunc," Mr. Struzzi asked Defendants to deed their Woodland Lakes property to Plaintiff. (Ex. H)

5. Plaintiff's counsel, Mr. Kenagy, also violated the act and the law by failing to notify Defendants of a garnishment/execution. Plaintiff is aware of Defendants' current Missouri mailing address. Missouri's property assessor has Defendants' current Missouri address on file. Despite these obvious places an attorney should seek out someone's mailing address, Mr. Kenagy acted deceitfully by sending a notice to Defendants at addresses in Florida that are so old, the forwarding has expired. It is important to note the fact that Plaintiff's suit is timed suspiciously, in that Plaintiff was notified by Defendant almost two years ago of Defendants' new mailing address. Plaintiff has evidenced Defendants' updated address of record by mailing Defendants Plaintiff's newsletter. Plaintiff knew Defendants mail forwarding would expire about the time Mr. Kenagy filed the garnishment. (See Garnishment Application)

6. Defendants' assessments were paid and Defendants became permanently banned from Woodland Lakes on 11/12/11 by order of a Washington County Sheriff's Deputy who informed Defendants they would be arrested for trespassing if ever found later in the development. Therefore, the alleged debt is fraudulent, because Defendants could not have owed any assessments, because they were deprived from accessing their property. (Exhibit Z, P. 7, Lines 1-19)

7. Mr. DEIS was asked for the language that allows for the trusteeship to fill out paperwork and file it and insert a lien with the recorder' s office and he responded, *"I think so based on our attorneys advice."* When asked if appointed actually does this, he answered, *"yes we have and admitted that he did this with defendants."* (Ex. Z, Page 15, lines 16 through 25and page 16 line one)

8. Mr. Deis was deposed and asked by Defendants' counsel in Cause 13WA-CC00410 if it is a routine practice and Woodland Lakes trusteeship to followings with all law owners who are laid in Fallon assessments, or whether Plaintiff picks and chooses who to file a lien against. And he testified, *"I don't think there is a real procedure. Most of the time it just goes to collections."* (Ex. Z, Page 33 lines 12 through 21)

9. Mr. DEIS testified that he believes the reason that there is a paper Lane filed against defendants is because defendants, *"left the county and left the state. We figured we would never see them again. So – –"* (Ex. Z, Page 34 lines 1 through.05)

10. Mr. Deis testified that the normal collection procedures for alleged assessments by Plaintiff is, *"but what happens is return something after two years to the assessment or to the JC Morgan. They collect our money and their fees, and our money comes back to us."* (Ex. Z, Page 35 lines one through four)