

NOTICE OF DEFAULT & IMMINENT LIABILITY, NOTICE OF INSUFFICIENT RESPONSE, NOTICE OF JOINDER FEE, & EXHIBITS

September 6, 2023

NOTICE TO AGENT IS NOTICE TO PRINCIPAL; NOTICE TO PRINCIPAL IS NOTICE TO AGENT

RESPONDENTS WILL BE DEEMED TO CONSENT TO AND ACCEPT ALL TERMS OF THIS NOTICE AND OFFER TO CONTRACT BY (A) SILENCE INCLUDING WITHOUT LIMITATION AN INSUFFICIENT RESPONSE; BY (B) CONTINUED ACTS OF TRESPASS UPON THE PRIVATE PROPERTY RIGHTS OF GAIL PLASTER; BY (C) CONTINUED ACTS OF CONVERSION, CAUSING HARM OR LOSS TO GAIL PLASTER'S PRIVATE TRUST PROPERTY; BY (D) NEW EFFORTS TO FRAUDULENTLY INDUCE GAIL PLASTER TO SIGN ORGAN DONATION OR OTHER DOCUMENTS WITHOUT HER PRIOR INFORMED CONSENT; OR BY (E) EFFORTS TO KIDNAP GAIL PLASTER.

THIS IS A SELF-EXECUTING CONTRACT OFFER WHICH YOU ACCEPT BY YOUR SILENCE OR BY CONDUCT, AS SPECIFIED HEREINABOVE

FROM:

Michael-David; House of Plaster, Claimant, *sui juris*, hereinafter known as "Michael", as the living man and son of Gail Plaster, the living woman, hereinafter known as "Gail" or the "beneficiary",

and

Angela-Marie; House of Plaster, Claimant, *sui juris*, hereinafter known as "Angela," as the living woman and daughter of Gail Plaster, the living woman, hereinafter known as "Gail" or the "beneficiary",

Claimants.

TO:

Thomas Plaster, James Plaster, Jeffery Zeisler, Patrick Murphy, David Trautman, Cassandra Holtzmann, Scott Kent, Ryan Strange, Charles Norman, Mike Voinovich, Timothy Nagy, Matthew Wadsworth, Jim Will, James Goudy, Michael DeWine, also known as Mike DeWine, also known as Richard Michael DeWine, also known as R. Michael DeWine, also known as Richard M. DeWine, and Bruce Vanderhoff, all being living men and women and not in their corporate capacities;

Respondents;

and to:

Matthew Donahue, the living man, whether or not also acting as third party agent for any

Respondent, for the subsidiary corporation known as EXECUTIVE OFFICE STATE OF OHIO, bearing Dun and Bradstreet Number 809031776 , although publicly posing as an apparent agent of the entity known on his letterhead as “MIKE DEWINE, GOVERNOR OF OHIO”, or for any other legal fiction entity or living being;

[c/o] 77 South High Street 30th Floor

Columbus, Ohio [near 43215].

Entity Seeking Joinder.

THIRD NOTICE

I. ALL Respondents and the Entity Seeking Joinder shall take note as follows:

A. You are each in DEFAULT of an opportunity to reply to the 6/10/23 “NOTICE OF CLAIMANTS’ AUTHORITY, NOTICE OF LIABILITY FOR ACTS OF COMMON LAW TRESPASS AND CONVERSION, NOTICE OF RESCISSION OF ORGAN DONATION DOCUMENTS WITHOUT INFORMED CONSENT, NOTICE OF RESPONDENTS’ ABSENCE OF AUTHORITY, CONTRACT OFFER, AND SWORN DECLARATIONS”, hereinafter referred to as the “6/10/23 Notice”, which was served upon each of you on or before 6/23/23, as indicated by the attached 6/23/23 affidavit of service of said 6/10/23 Notice. Copies of all notices and affidavits of service and non-response to date are set forth publicly at <https://occr2021.com/pending-cases/>.

B. Respondents have each been given the opportunity to dispute each of the statements made in the 6/10/23 Notice and Contract Offer establishing Claimants’ authority to administer the trust documents created by Gail Plaster and Respondents’ various liabilities and potential liabilities, which are all to date admitted. The terms of a proposed contract resolving all matters in controversy and the manner in which Respondents may each consent to same are also therein set forth. Respondents have all, either by silence or conduct provided their assent to same.

C. Respondents are also in DEFAULT of an opportunity to reply to the 7/24/23 “NOTICE OF FAULT & OPPORTUNITY TO CURE”, which was your second Notice, hereinafter referred to as the “7/24/23 Notice”. Said 7/24/23 Notice was served upon each of you, as indicated by the 8/9/23 Second Affidavit of Service, which is posted publicly at <https://occr2021.com/pending-cases/>. The last date of delivery of the 7/24/23 Notice to the last of the Respondents would have occurred on or before 8/11/23.

D. You Respondents, having each failed to respond to the 6/10/23 Notice by the Effective Date of 7/12/23, which was fourteen (14) days from date of last receipt of said 6/10/23 Notice, and having also failed to respond to the 7/24/23 Notice by its Effective Date of 8/16/23, said deadlines all being as specified in said 6/10/23 and 7/24/23 Notices, are therefore in DEFAULT of an opportunity to cure as lawfully offered in the second Notice.

E. To clarify the record, you and each of you Respondents and the newly named Entity Seeking Joinder, have to date been given the opportunity to:

a. State a claim as indicated in the first and second notices above referenced;

b. Specifically accept the Offer of Immunity offered to you by Claimant at paragraph I(G) of the original 6/10/23 Notice;

c. Refute by specific affidavit, point by point, by means of verified facts sworn to by a man or woman affiant with actual knowledge, specifically disputing any or all facts Claimants established showing that no Respondent and no principal or agent of any such Respondent had or has any authority or subject matter jurisdiction to commit further acts of common law trespass to the land or other private property rights of Gail Plaster or to Gail Plaster's rights to the benefits of the trust property she and her husband created and entrusted to Claimants to administer or to threaten said Gail Plaster with the harm likely to be caused by inducing her to sign documents purporting to authorize the harvesting of her organs without prior disclosure of all material facts and without the prior knowledge or consent of Claimants.

d. Cure the failure to respond to the 6/10/23 Notice as specified at paragraph I of the 6/10/23 Notice.

F. By remaining silent and/or by participating in conduct prohibited by common law as well as by the 6/10/23 Notice, each of you Respondents have agreed with all terms of the contract resulting therefrom, such terms being clearly set forth in the 6/10/23 Notice, as well as again set forth in the 7/24/23 Notice.

G. Due to the failure of each Respondent above named to answer with any specific, verified, and sworn reply to the instant contract offer and Notice, required by both the 6/10/23 Notice and by the 7/24/24 Notice, a binding DEFAULT JUDGMENT may be issued against each Respondent.

H. Each said Respondent is further hereby Noticed that

a. Each of the Respondents has, by tacit admission and failure to contest the verified statements made in the 6/10/23 Notice, and by his own acts of trespass and threats of violence or thievery against Claimants' protected beneficiary, Gail Plaster, may have waived the right to answer or object, thereby rejecting each said Respondent's due process opportunity.

b. Each of the Respondents has declined to claim that his silence or conduct to date, including without limitation the threatening of Claimants' protected beneficiary, their mother, Gail Plaster, was "an oversight, mistake or otherwise unintentional", as each was given an opportunity to claim per paragraph II (D) of the 7/24/23 Notice.

c. In the further absence of such verified reply, Claimants do hereby assert their previously stated intention to enforce this NOTICE OF DEFAULT AND IMMINENT LIABILITY, along with the self-executing contract contained therein, already agreed to by said Respondents by silence and conduct, and as further set forth hereinbelow.

d. All of Respondents have agreed and understand that each may incur liability whether or not their actions were justified by corporate bylaws known as "statutes" or by other corporate policies, and as each was warned per paragraph I(D) and (E) of the 6/10/23 Notice.

I. Claimants have already informed Respondents of their fault in purporting to exercise non-existent authority over Claimants' protected beneficiary, Gail Plaster, and that any such acts committed in the absence of such authority and jurisdiction constituted and continue to constitute a trespass to Gail Plaster's Constitutionally protected and common law rights. Said Notice was initially effected as to each said Respondent by means of Claimants' 6/10/23 Notice, the last Respondent having received same on or before 6/27/23 according to the 6/23/23 Affidavit of Service and the 7/14/23 Affidavit of No Response. Had Respondents heard Claimants at that time of service, or even within fourteen days thereafter, the matter could have been resolved: "Moreover, if thy brother shall trespass against thee, go and tell him his fault between thee and if he shall hear thee, thou has gained thy brother." Holy Bible, KJV: Matthew 18:15.

J. But said Respondents appear to have not heard Claimants and so, with their several witnesses, Claimants repeated what they had previously told said Respondents, by means of their 7/24/23 Notice of Fault and Opportunity to Cure, which included a copy of or reference to the original 6/10/23 Notice and which they caused to again be served on said Respondents on or before August 11, 2023, and which Respondents failed to respond to by the Effective Date of August 16, 2023. "But if he will not hear thee, then take with thee one or two more, that in the mouth of two or three witnesses every word may be established. Holy Bible, KJV: Matthew 18:16.

K. Claimant is now, *via* the within Notice of Default & Imminent Liability, again informing Respondents of the harm they are causing, now in the presence of the broader community. "And if he shall neglect to hear them, tell it unto the church but if he neglect to hear the church, let him be unto thee as an heathen man and a tax collector." Holy Bible, KJV, Matthew 18:17.

K. The within NOTICE OF DEFAULT & IMMINENT LIABILITY, NOTICE OF INSUFFICIENT RESPONSE, NOTICE OF JOINDER FEE, AND EXHIBITS", hereafter referred to as the 9/6/23 Notice, constitutes a lawful process which also references the first and second notices, their affidavits of service and non-response: <https://occr2021.com/pending-cases/>. All three Notices with attachments, together constitute the "meeting of the minds" as to all the terms of the original self-executing contract, which Respondents have all clearly expressed. As Respondents are imminently in default for having failed to reply, further failures to explain such failure shall constitute the FINAL admission and agreement of the parties as stated in the three NOTICES as defaulted.

L. BINDING JUDGMENT: Any Respondent failing to respond as defined herein agrees that a Binding Judgment incorporating all of the terms of the within Contract may be entered by any common law court and/or administrative tribunal, at Claimants' election. Any such judgment is entitled to full faith and credit by any such common law court or corporate tribunal at Claimant's election. Claimants may elect to enforce the Contract or any Binding Judgment arising from it through a statutory or common law sheriff, deputy or other law or corporate code enforcer who has taken an oath to support the Constitution. Any Respondent who further fails to respond as defined herein agrees to waive any and all claims he or she may have against the members of any such common law court or against any of the aforementioned common law sheriffs, deputies or other law or corporate code enforcers who have taken an oath to support the Constitution, which claims may hereafter arise in connection with the enforcement of the Binding Judgment referred to herein. Respondents agree to hold any such enforcement agents harmless for any acts

performed for the purpose of, or incident to, the enforcement of said Contract or judgment arising therefrom.

M. FINAL OPPORTUNITY FOR DISCHARGE OF LIABILITY: Any Respondent will be absolved of all liability as of the date of the receipt of the within Notice, upon the payment in full of all charges for liability incurred and as set forth in the Fee Schedule set forth in paragraph V of the 6/10/23 Notice.

N. All Respondents are further hereby notified that Respondents' third and final refusals to deny the existence of their threats, frauds, and continuing acts of common law trespass against Claimants or Gail Plaster including without limitation kidnapping, assault, battery, and/or conversion, may be considered additional evidence of Respondents' trespasses upon the rights of Gail Plaster and interference with the fiduciary obligations that Claimants owe to her and to which she is entitled.

O. The above Notices are legal and lawful notice. **Respondents may deny said Notice ONLY by serving the natural woman, Laura Michalovich, by certified, restricted delivery U.S. Mail, with return receipt, to the address indicated for said Laura Michalovich in previous Notices, to-wit:**

Laura Michalovich,
[c/o] 411 Willow Circle,
Plymouth, Ohio [near 44865].

within Five (5) days after the delivery of this Notice, as instructed in this and prior Notices. Thereafter, the liabilities listed above may not be denied or avoided by the Respondents named in this and prior Notices.

II. NOTICE OF INSUFFICIENT RESPONSES, NOTICE OF JOINDER FEE

A. As to Entity Seeking Joinder Donahue

a. On or about August 22, 2023 Claimants received through their agent, Laura Michalovich, an August 14, 2023 dated letter [Exhibit A attached hereto] from a "Matthew J. Donahue", which was not addressed to either Claimant or to Michalovich, but to some unknown "Mr. Osley".

b. In his letter, Donahue, hereinafter referred to as "Entity Seeking Joinder" or "ESJ", failed to provide either a timely or verified response to the 6/10/23 Notice, nor does Exhibit "A" address reasons for delay. As indicated hereinabove and by publicly posted affidavits, the Effective Date for all Respondents to provide responses to said 6/10/23 Notice expired on July 12, 2023.

c. ESJ Donahue is not a named Respondent. It is not clear whether he claims to be an agent for any named Respondent. ESJ does not claim to be an agent of anyone specifically. It is apparent from Exhibit A that ECJ lacks first hand knowledge of any of the facts contained in the 6/10/23 Notice or the 7/24/23 Notice and therefore Exhibit A constitutes a failure to respond according to paragraph I(C) of the 6/10/23 Notice.

d. Exhibit A also meets the definition of a failure to respond as defined by paragraph I(C) for failure to address point by point, any of the facts contained in the 6/10/23 Notice. In the event that ESJ were a Respondent, Exhibit A would constitute an “insufficient response” as defined by paragraph I(D) of the 6/10/23 Notice.

e. The reference in Exhibit A to corporate policy set forth at Ohio Rev. Code Sec. 2921.52(B) Is irrelevant to any of Claimants’ Notices since such statutes and codes are not law but might apply to those, such as ESJ, when they act as legal fiction persons, all as set forth in greater detail in paragraph I(E) of the 6/10/23 Notice.

f. According to Exhibit A and paragraph I(F) of Claimants’ 6/10/23 Notice, ESJ, as a non-Respondent, lacks

“any powers, interest or authority to amend, alter, modify or terminate the Contract as to any man or woman, party, or entity, real, fictitious, or imagined, other than as expressly represented hereunder. No such powers, interest or authority shall be assumed. The exercise of any and all such powers, interest and authority is expressly prohibited hereunder. You agree that any representation by any man, woman, party or entity, that any such powers, interest or authority exist shall be deemed a confession that such entity seeks to join the contract pursuant to the terms herein, for which the joinder fee has been established herein at Fifty Thousand United States Dollars per each such event.”

g. ESJ Donahue is hereby instructed that further efforts by himself or other non-Respondents to claim such prohibited and non-existent powers, will result in the imposition of the \$50,000 (Fifty Thousand UNITED STATES DOLLARS) Joinder Fee for the first attempt at usurpation of non-existent authority displayed in Exhibit A plus an additional \$50,000.00 UNITED STATES DOLLARS, as defined in the 6/10/23 Notice, for each of any subsequent attempts.

h. ESJ is further directed to govern himself according to all 3 Notices publicly posted at <https://occr2021.com/pending-cases/> as well as according to the currently imminent contract, Respondents’ admissions against interest made to date, or any subsequent judgment which may hereafter be granted to Claimants.

B. As to Respondent James Plaster

a. On August 25, 2023 Claimants, through their agent, Laura Michalovich, received Respondent James Plaster’s envelope containing the 7/24/23 Notice addressed and delivered to him on August 7, 2023. See attached Exhibit “B”. The original of said Exhibit “B” appears to be the aforementioned envelope delivered to said Respondent on August 7, 2023, according to the postmark.

b. Exhibit B bears an unsigned printing on the front of the envelope, stating “RETURN TO SENDER. NO CONTRACT.” Exhibit B fails to specify who has “no contract” with whom or any facts supporting such a claim.

c. Exhibit B fails to provide either a timely or verified response to either the 6/10/23 Notice or the 7/24/23 Notice. Nor does Exhibit B address reasons for Respondent's delay. As indicated hereinabove and by publicly posted affidavits, the Effective Date for all Respondents to provide responses to said 6/10/23 Notice expired on July 12, 2023, and the Effective Date for all Respondents to provide responses to the 7/24/23 Notice expired on August 16, 2023.

d. Exhibit B also meets the definition of a failure to respond as defined by paragraph I(C) for failure to address with actual facts of Respondent's own knowledge, point by point, rebutting any of the facts contained in the 6/10/23 Notice. Exhibit B also constitutes an "insufficient response" as defined by paragraph I(D) of the 6/10/23 Notice.

e. Respondent James Plaster continues to refuse to pay the reasonable rental value of his use of Gail Plaster's private property and land and is currently in arrears to the extent of \$1800.00 UNITED STATES DOLLARS. He also continues to refuse to pay for the \$4,000 in damages he caused to her automobile or the \$700.00 UNITED STATES DOLLARS reasonable cost of hauling away the trash with which he has littered her land.

C. No additional time requested by either ESJ Donahue or Respondent James Plaster

As neither the ESJ nor Respondent Plaster has requested additional time to respond correctly, Claimants offer none, except for the additional time offered to all Respondents according to the Effective Date set forth in this September 6, 2023 Notice of Default.

NOTICE TO AGENT IS NOTICE TO PRINCIPAL & NOTICE TO PRINCIPAL IS NOTICE TO AGENT

SILENCE IS ACQUIESCENCE, AGREEMENT AND DISHONOR

THIS IS A SELF-EXECUTING CONTRACT

IN WITNESS WHEREOF, Claimants Angela-Marie and Michael-David, both of the House of Plaster, as the living woman and living man, having been first duly sworn upon their affirmations under penalty of perjury, autographed the above September 6, 2023 Notice of Default and Imminent Liability, an eight (8) page document, and placed their right thumb print seals, in the presence of the undersigned Witnesses at Crawford County, Ohio on this 28th day of September in the Year Two Thousand Twenty-Three.

ALL RIGHTS RESERVED AND RETAINED

By: Angela Plaster

By: Angela Plaster, A True Living daughter of YHWH, a Woman, Steward of Elohim, With All Rights Given By El Shaddai, in and through Yahushua ha Mashiach;
~~Without STATE OF OHIO~~

By: [Signature]

By: Michael Plaster, A True Living son of YHWH, a Man, Steward of Elohim, With All Rights Given By El Shaddai, in and through Yahushua ha Mashiach; Without STATE OF OHIO

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn to before me, the undersigned notary public, this 28th day of September, 2023 by Angela-Marie Plaster and Michael-David Plaster, who did each affirm the truth of the statements contained in the above and foregoing Notice of Default and Imminent Liability, for the purposes described therein and under penalty of perjury, and set their autographs and right thumb print seals thereto on this date on the land mass known as Crawford County, Ohio.

Jamie L. Kruger
Notary Public
My Commission Expires: 11-05-2023



JAMIE L. KRUGER
Notary Public, State of Ohio
My Commission Expires
11-05-2023



MIKE DEWINE
GOVERNOR OF OHIO

Legal
Office 614.466.3555
77 S. High Street, 30th Floor
Columbus, OH 43215
www.governor.ohio.gov

August 14, 2023



Ms. Laura Michalovich
411 Willow Circle
Plymouth, OH 44865

Re: Improper Security and Pledge Agreements

Dear Mr. Osley:

On June 29, 2023, the Office of the Governor received a letter from you dated June 10, 2023. In the letter, you request a timely response a list of incomprehensible and untrue list of allegations, including trespass and conversion and rescission of organ donation documents. This letter lists, among other, Michael DeWine as a respondent. The letter states that the letter serves as "verified Notice" pursuant to a matter entitled: "Michael and Angela Plaster, 1st Notice of Liability, 6/10/23." However, the letter does not contain any legal documents nor any communications or orders from a court.

Our Office does not accept service of these letters as such communication does not meet the State of Ohio's legal requirements for notice.

We explicitly reject the legitimacy of this letter. Any alleged and imagined claims as briefly mentioned in the letter have no legal effect or authority. You are now on notice that, under Ohio Revised Code 2921.52(B), no person shall knowingly display, deliver, distribute, or otherwise use a sham legal process or knowingly use a sham legal process to arrest, detain, search, or seize any person or the property of another person.

As such, our receipt of the documents and subsequent communication does not imply that the contents of the documents are correct, nor that our Office agrees to or is bound by any claims asserted therein.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew J. Donahue", written over a horizontal line.

Matthew J. Donahue
Chief Legal Counsel

EXHIBIT
B

Latana Mitchellovich
[ep] 411 Willow Circle
Plymouth, Ohio [near 44865]

RETURN TO
James Plaster
[ep] 800 Elm Street
Solon, Ohio [near 44136]

Retail

U.S. POSTAGE PAID
FCM LETTER
GALLON, OH 44833
AUG 07, 2023

\$0.66

R2304H108230-02

44833

UNITED STATES
POSTAL SERVICE

RDC 99

44833#3321 COM
44865>1216

NIXTE 441 CE 1 0108/23/23

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

9C: 44865121611 *0473-09739-07-41