

Ohio Circuit Court of Record
Seated at Chillicothe

Filed of Record

SEP 29 2024

Ohio Circuit Court of Record

FROM: Katherine Hine,
a living woman, on her own behalf
and on behalf of the owners of HiRGG
Properties, pma, a Private Membership
Association

Claimants.

Case No. 24-ROS-003

NOTICE OF ADDITIONAL LIABILITIES
FOR INTERFERENCE WITH CONTRACT
RIGHTS, THEFT, CONVERSION, ARMED
ASSAULT, EXTORTION, PERJURY,
STATUTORY MAIL FRAUD, CONTEMPT
OF COURT, CONTRACT OFFER, AND
EXHIBITS

TO: Tonya Free, the living woman,
and Greg McCray, the living man,
Respondents

and

Tina Large, also known as Lisa Large, the living
woman, also being employee,
contractor, agent or officer of the private, for
profit corporation publicly known as
CHILLICOTHE MUNICIPAL COURT,
but known to Dun and Bradstreet as
CITY OF CHILLICOTHE, having Dun and
Bradstreet number 799940291, as well as being an
agent, contractor or officer of one or more of the
legal fiction corporations currently doing business
as THE SUPREME COURT OF OHIO, five
being referred to as "branches", and one being
referred to as a subsidiary of some
other unnamed legal fiction,
[c/o] 95 East Main Street
Chillicothe, Ohio [near 45601];

John Street, the living man, also being
employee, contractor, agent or officer
of the private, for profit corporation publicly
known as CHILLICOTHE MUNICIPAL
COURT, but known to Dun and Bradstreet as

CITY OF CHILLICOTHE, having Dun and)
Bradstreet number 799940291, as well as being an
agent, contractor or officer of one or more of the
legal fiction corporations currently doing business
as THE SUPREME COURT OF OHIO, five)
being referred to as “branches”, and one being
referred to as a subsidiary of some other unnamed
legal fiction,
[c/o] 95 East Main Street
Chillicothe, Ohio [near 45601];)

Toni Eddy, the living woman, also being
employee, contractor, agent or officer
of the private, for profit corporation)
publicly known as CHILLICOTHE
MUNICIPAL COURT, but known to Dun
and Bradstreet as CITY OF CHILLICOTHE,
having Dun and Bradstreet number 799940291,
as well as being an agent, contractor or officer of)
one or more of the legal fiction corporations
currently doing business as THE SUPREME
COURT OF OHIO, five being referred to as
“branches”, and one being referred to as a)
subsidiary of some other unnamed legal fiction,
[c/o] 95 East Main Street
Chillicothe, Ohio [near 45601];

Michelle Arnold, the living woman,)
also being employee, contractor, agent or
officer of the private, for profit corporation
publicly known as UNITED STATES)
POSTAL SERVICE, having Dun and Bradstreet
numbers 797705480 and 797705514, among
others;
[c/o] 40 East Walnut Street
Chillicothe, Ohio [near 45601];)

Sharon Kennedy, the living woman,
also being employee, contractor, agent or
officer of the private, for profit
corporation)
publicly known as THE SUPREME COURT OF
OHIO, being an agent, contractor or officer of one
or more of the legal fiction corporations currently
doing business as THE SUPREME COURT OF
OHIO, five being referred to as “branches”, and)
one being referred to as a subsidiary of some
other unnamed legal fiction, [c/o] 65 South Front
Street
Columbus, Ohio [near 43215];)

Katherine Weinland, the living woman, also being
employee, contractor, agent, or officer of the
private, for profit corporation publicly known as

LEGAL AID OF SOUTHEAST AND CENTRAL)
OHIO, having Dun
and Bradstreet number 112255732, and of one or
more of the legal fiction corporations currently
doing business as THE SUPREME COURT OF)
OHIO, five being referred to as “branches”, and
one being referred to as a subsidiary of some
other unnamed legal fiction [c/o] 71 or 73 East
Water Street
Chillicothe, Ohio [near 45601];)

George Lavender, the living man, also being
employee, contractor, or agent of the
corporation known publicly as ROSS COUNTY)
SHERIFF’S DEPARTMENT, also doing business
as COUNTY OF ROSS, having Dun and
Bradstreet number 106397300;
[c/o] 28 North Paint Street
Chillicothe, Ohio [near 45601];)

Ron Myers, the living man, also being employee,
contractor, or agent of the corporation known
publicly as CHILLICOTHE POLICE)
DEPARTMENT, also doing business as CITY OF
CHILLICOTHE, having Dun and Bradstreet
number 949657472;
[c/o] 28 North Paint Street Suite C
Chillicothe, Ohio [near 45601];)

Jody Walker, the living man, also acting as
agent, contractor or employee of SOUTH
CENTRAL OHIO JOB AND FAMILY)
SERVICES, a corporate legal fiction bearing Dun
and Bradstreet number 079176882;
[c/o] 474 Western Avenue Suite B
Chillicothe, Ohio [near 45601];)

Lee Anne Cornyn, the living woman, also acting
as agent, contractor, or employee of OHIO)
DEPARTMENT OF MENTAL HEALTH AND
ADDICTION SERVICES, a corporate legal
fiction bearing Dun and Bradstreet number)
808847669,
[c/o] 30 East Broad Street Floor 36,
Columbus, Ohio [near 43215-3414];
Supplemental Respondents.)

Corporate Identifier: 24 CVH 1824

NOTICE TO PRINCIPAL IS NOTICE TO AGENT AND NOTICE TO AGENT IS NOTICE TO PRINCIPAL

RESPONDENTS WILL BE DEEMED TO CONSENT TO AND ACCEPT ALL TERMS OF THIS NOTICE AND OFFER TO CONTRACT BY (A) SILENCE; OR BY (B) CONTINUED THREATS AGAINST CLAIMANTS OR THEIR LAND; OR BY (C) ANY ENTRY OR OTHER TRESPASS UPON CLAIMANTS' LAND OR OTHER PRIVATE PROPERTY; OR BY (D) ANY INTERFERENCE WITH THE JUDGMENT ENTERED IN CASE NUMBER 24-ROS-003 FROM THE OHIO CIRCUIT COURT OF RECORD; OR BY (E) REFUSAL TO SURRENDER WEAPONS USED FOR CORPORATE PURPOSES UPON DEMAND.

PRELIMINARY NOTICE. This document and attachments are presented with honorable, peaceful intentions, and are expressly for your benefit to provide each Respondent with due process consistently with the due course of Common Law, with Matthew 18:15-17, and with a good faith opportunity for Respondents to provide verified facts specifically refuting the statements contained herein, point by point, fact by fact

I. PREAMBLE:

A.NOTE ON MEANING OF TERMS USED HEREIN: Notwithstanding any agreement, course of dealing, usage of trade, or unilateral pronouncement to the contrary, the undersigned does not understand, nor is she required to understand or accept any other meaning of words in the English language other than those found in common American speech or in Webster's 1828 dictionary. Unless otherwise specified herein, terms used herein are being used as the undersigned understands them and according to their ordinary and plain meanings and/or as defined by Webster's 1828 Dictionary, including legal fictions, and regardless of whether such terms may have particularized meanings among Respondents, their agents, principals and/or contractors. Specific terms used herein include without limitation:

(1) Usage of the term "you" refers to each Respondent named herein exclusively as a man or woman and not in his or her corporate role, if any, unless otherwise specified.

(2) The term "Claimant" refers to Katherine Hine and/or any other member of HiRGG Properties PMA, a common law private membership association of living people, not legal fiction persons;

(3) One United States “Dollar” is defined herein and by the Acts of 1792 and 1900 as being 24.8 grains of gold or 371.25 grains of silver Coinage. Neither act has ever been repealed;

(4) The term “Federal Reserve Note” or FRN means an unsecured debt instrument printed by the private, for-profit corporation known as the FEDERAL RESERVE BANK. An FRN is not a United States Dollar;

(5) The term “property” means, as conceded by Black’s Law Dictionary (5th) ownership; the unrestricted and exclusive right to a thing; the right to dispose of a thing in every legal way, to possess it, to use it, and to exclude every one else from interfering with it. That dominion or indefinite right of use or disposition which one may lawfully exercise over particular things or subjects. The exclusive right of possessing, enjoying, and disposing of a thing. It includes the highest right a man can have to anything; being used for that right which one has to lands or tenements, goods or chattels, which no way depends on another man’s courtesy, and extends to every species of valuable right and interest;

(6) The term “corporation” means a legal fiction entity created for the purpose of generating profit and shielding its shareholders, owners, agents, and contractors from individual liabilities for injury, harm, or loss caused to people by actions of such corporate agents;

(7) The term “Cabal” means a small group of people who plan secretly to take action, especially political action, or criminal action (Cambridge Dictionary);

(8) The term “strawman” means the name applied to a front, or third party that is used only to take part in a transaction, a nominal party said to act as agent for another for the purposes of executing documents that purport to transfer title to land or other property according to the directives of the principal, also includes the name of a legal fiction person used to purchase property for another, to conceal the identity of the real purchaser or to accomplish some purpose otherwise not allowed. Based on Black’s Law Dictionary (6th Ed);

(9) The term “monopoly” means exclusive control by one group of the means of marketing a commodity or service;

(10) The term “mail fraud” means a violation of a corporate policy enactment including without limitation the following from “UNITED STATES CODE”: (a) use of the mail to defraud or obtain money or property by means of false or fraudulent pretenses (18 U.S.C. Sec. 1341); or (b) creation of fictitious obligations and presenting them as bills (18 U.S.C. Sec.514); or (c) use of the mail to further any criminal act involving deception, including without limitation, extortion and perjury.

B. AGREEMENT & WAIVER OF RIGHTS: If any Respondent agrees with all of the statements contained in the within Notice, he or she need not respond. Respondent’s silence will constitute his or her agreement and acceptance of all of the terms, statements and provisions hereunder as his or her complete understanding and agreement with the undersigned and Respondent’s waiver

of any and all rights, remedies and defenses of protest, objection, rebuttal, argument, appeal and controversy for all time. Respondents agree that his or her agreement, having been granted knowingly, voluntarily and with full disclosure, settles all matters finally and forever, and cannot be withdrawn.

C. DISAGREEMENT & FAILURE TO RESPOND: Respondents may disagree with any of the terms of the Notice by stating a verified claim with particularity. Each Respondent and the undersigned agree that a response which is not verified, or a response from a third party agent lacking first-hand knowledge of the facts, will constitute that Respondent's "failure to respond" as defined herein. If a Respondent fails to respond or state a claim by the indicated Effective Date, the facts and law stated within this Notice will become binding and fully enforceable by the people of the Ohio Circuit Court of Record.

D.OFFER OF IMMUNITY—STATING A CLAIM: Any Respondent may avoid all liability and obligations set forth in this Notice by simply responding no later than by 5 p.m. Eastern Time on the Effective Date with a notarized Affidavit signed by a witness with personal knowledge of the facts contained in said Affidavit and which proves any claim any man or woman may have against any Claimant or the all caps name resembling any of theirs. The statement must be sworn to be true, contain a notary *jurat*, and be supported by certified factual evidence and verified proof. Alternatively, Respondent may respond with a point-by-point rebuttal of the Notice, sworn to be true by a man or woman with actual personal knowledge of the facts, and to which he or she attaches certified factual evidence. Respondents' own self-serving corporate records do not qualify as such factual evidence. In the event any Respondent declines this good faith Offer of Immunity, said Respondent agrees with all terms, facts, statements and provisions in this Notice and any obligations created hereunder.

E. JOINDER Respondents agree that no person(s) or corporations shall have any authority to control any decision regarding the Contract. No such person shall be deemed to possess any powers, interest or authority to amend, alter, modify or terminate the Contract as to any party, person, individual, agency, court 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, if any, are expressly prohibited hereunder. You agree that any representation by any party, person, individual, agency, corporate tribunal or other entity, real, fictitious, or imagined, that any such powers, interest or authority exist shall be deemed a confession by the representing party/entity, man, or woman 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.

F. TERMS OF RESPONSE: As with any administrative process, Respondent may rebut the statements and claims in the Notice herein by executing a verified response, point-by-point, fact by fact, with evidence that is certified to be true and in affidavit form, correct and complete, to be received by Oxana Khramova at the address indicated at Paragraph I(J) hereinbelow, no later than 5:00 PM on the Effective Date.

G. FAILURE TO RESPOND: The term “failure to respond” means Respondent failure by the Effective Date to respond to this Notice or “insufficiency of response” as that term is defined herein. The above Respondents agree that failure to respond conveys his or her agreement with all of the terms and provisions of this Notice.

H. INSUFFICIENCY OF RESPONSE: The terms “insufficiency of response” and “insufficient response” are defined to mean a response which is received by the Effective Date but which fails to specifically rebut, line by line, any of the established terms, provisions, statements or claims in the Notice, or offers blanket denials, unsupported rebuttals, inapposite rebuttals such as “not applicable” or equivalent statements, declarations of counsel and or other third parties who lack first-hand material factual knowledge, and/or any rebuttal which lacks verification or an equivalent level of risk or fails to exhibit supportive evidence certified to be true, correct and complete under full commercial and penal liabilities. Respondents agree that any such response is deemed to be legally and lawfully insufficient to rebut the established statements in the verified Notice, thereby conveying Respondent’s agreement with all of the terms and provisions of the Notice.

I. TACIT AGREEMENT: Respondents may admit to all statements and claims in this Notice by simply remaining silent. The parties herein agree that failure to respond or insufficiency of response as defined herein constitutes agreement with all terms, provisions, statements, facts and claims in this Notice. When circumstances impose a duty to speak and one deliberately remains silent, silence is equivalent to false representation. Any Respondent may also consent to the terms of the within Notice and Contract Offer and be deemed to have admitted to all statements and claims in this Notice by his or her conduct, including without limitation continued acts or threats against Claimants or their land or by any entry or other trespass upon Claimants’ land or other private property.

J. EFFECTIVE DATE/RESPONSE: Response must be received by the effective date, which is five (5) days from the date of receipt of this notice. **Response must be by U.S. certified mail, return receipt requested and by restricted delivery to:**

Oxana Khramova

[c/o] 1701 Sixth Avenue North

Menomonie, Wisconsin [near 54751]

(united states of America).

II. CONSEQUENCES OF FAILURE TO RESPOND

A. FAILURE TO RESPOND DEFINED: The term “failure to respond” means Respondent failure by the Effective Date to respond to this Notice or an attempted response that is “insufficient” as that term is defined herein. Respondents agree that failure to respond conveys his or her agreement with all of the terms and provisions of the Notice.

B. INSUFFICIENCY OF RESPONSE: The terms “insufficiency of response” and “insufficient response” are defined to mean a response which is received by the Effective Date but which fails to specifically rebut, line by line, any of the established terms, provisions, statements or claims in

the Notice, or offers blanket denials, unsupported rebuttals, inapposite rebuttals such as “not applicable” or equivalent statements, declarations of counsel and or other third parties who lack first-hand material factual knowledge, and/or any rebuttal which lacks verification or an equivalent level of risk or fails to exhibit supportive evidence certified to be true, correct and complete under full commercial and penal liabilities. Respondents agree that any such response is deemed to be legally and lawfully insufficient to rebut the established statements in the Notice, thereby conveying Respondent’s agreement with all of the terms and provisions of the Notice.

C. SELF EXECUTING CONTRACT: Upon your failure to respond or perform as defined hereinabove, Claimants’ contract offer contained herein shall be considered accepted and the resulting contract instantly self-executing. Respondents agree to be bound by all of the terms of the contract commencing on the date of default.

D. NOTICE OF DEFAULT: Claimants acknowledge that Respondents may be entitled to a Notice of Default. In consideration, Respondents agree to accept a Notice of Default as a Binding Contract certifying Respondents’ agreement with all terms, statements, facts and provisions of Claimants’ offer contained herein. Since Judgment may be issued when a party waives the right to respond, all parties to this Agreement agree to be bound in perpetuity by any and all such Judgments which may be issued regarding the Contract.

E. 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 other “court” or *de facto* tribunal. Claimants may elect to enforce the Contract or any Binding Judgment arising from it through agents of the Ohio Circuit Court of Record, common law sheriff, deputy or law or corporate code enforcer who has taken an oath to support the Constitution. Any Respondent who 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.

F. POTENTIAL LIABILITY AND LOSS RECOUPMENT: Supplemental Respondents are hereby prohibited from directly or indirectly seeking recoupment of losses incurred due to any terms of any Contract or Judgment resulting from this and subsequent Notices, from the living men and women, if any, with whom they transact business. In the event that any Respondent ceases and desists in the ongoing interference with Claimants’ right to contract, surrenders all offensive weapons on demand, and pays any outstanding Judgment, such facts will be taken into account in determining any future Respondent loss of liberty that Claimants may seek through the Ohio Circuit Court of Record or otherwise.

III. STATEMENT OF FACTS

A. Not one of Supplemental Respondents or any of his or her agents has personal knowledge of any of the facts pertaining to the contract between Claimants and original Respondents Free and McCray.

B. Not one of the Respondents has any right, title or interest in the land mass known to Respondents as 189,189 ½ and/or 189 REAR East Water Street in Chillicothe, Ohio. By the Grace of Almighty God who created all things, it is Claimants, not Respondents, who own all earthly right, title or interest in said land and the structures thereon.

C. As this Court has already determined, on August 11, 2023 Respondents Free and McCray, as living people, entered into a common law Rental Agreement with Claimants, as living people, in which Respondents agreed to live at the 189 ½ location, pay rent and a portion of the utilities, not bring in others to live there, and to keep the exterior in a neat and tidy condition. See attachments to the original September 5, 2024 Petition filed herein.

D. By April, 2024 Claimants became aware that Respondent Free could pose a danger to herself or others when she began to complain hysterically about an ant problem that Claimants had been repeatedly addressing despite Respondent Free's refusals to be present on most of the many occasions when Claimants had paid to send out an exterminator. Respondent Free began to send text messages to Claimants' agent, Debra McCabe, threatening her, announcing that she "hated" Claimants' rental property and that she hated Debra McCabe. Thereafter, Respondent Free periodically displayed new personalities with no explanation or apparent recall of her previous hysterical behaviors. See attached Affidavit of Debra McCabe.

E. Claimants have learned from Respondent McCray's admission against interest that Respondent Free is a heroin and methadone addict. Claimants' agents have had to limit communication to Respondent McCray due to Free's mental health and addiction issues.

F. It is unknown whether Supplemental Respondent Cornyn or her agents or contractors have any evidence pertaining to Respondent Free's mental health or addiction issues. Claimants have entered into no contract with nor do they have any claim against Respondent Cornyn regarding Respondent Free or otherwise, but are naming Cornyn as a courtesy.

G. By April, 2024 Claimants had become aware that Respondents had moved in two other people, children, to the rented property, without the prior knowledge or consent of Claimants and in breach of the Rental Agreement. Respondents had concealed the existence of said children at the time they entered into said contract with Claimants. On at least one occasion soon thereafter, Respondent Free sent Claimants a video of herself engaged in one of her rage attacks in the presence of the young children, who were seen on the video to have become visibly upset and were heard begging Free to stop the behavior.

H. Claimants have heretofore declined to contact any agent of Supplemental Respondent Walker or any of his agents, because he and his agents admittedly have no legal duty to protect children, according to *DeShaney v. Winnebago County*, 489 U.S. 189 (1989) and had previously removed the children from Respondent Free and placed them with their convicted sex offender father, where they would still be if the sex offender were not locked up in one of the Cabal's dungeons.

I. In January, 2024 another agent of Claimants observed that Respondents Free and McCray had abandoned a large pile of debris and broken furniture outside the rented area, exposed to the elements, and propped up against the building at 189 East Water Street REAR. That area is Claimants' separate area and the debris had been interfering with Claimants' use of same. Claimants warned Respondents that the dumping constituted both a breach of the Rental Agreement and a trespass onto Claimants' separate property.

J. On February 8, 2024, following many unsuccessful efforts to persuade Respondents Free and McCray to stop trespassing onto Claimants' area with their debris, and because Respondents Free and McCray had again failed to pay the rent then past due on February 5, 2024, Claimants served them with their first Three Day Notice to vacate. Upon receipt of same, Respondent McCray corrected his breach and paid the rent then due, with late fees, but left the debris cluttering Claimants' area of the property.

K. On July 5, 2024, July 12, 2024, and again on August 27, 2024, Respondents Free and McCray falsely informed Claimants that they were leaving Claimants' private property, as indicated in the attached Affidavit of Debra McCabe.

L. On September 5, 2024, Claimants served a Three-Day Notice by hand delivery upon Respondent McCray and filed a petition and summons in this Court, also addressed to and served the same day on Respondents Free and McCray seeking to remove them and their debris due to their repeated refusals to pay rent or leave. On September 10, 2024 Judgment was entered by this Court against said Respondents Free and McCray for restoration of possession of Claimants' private property, based on Respondents' silence and Respondent McCray's admission that said Respondents had not been paying rent in breach of the Rental Agreement, all as confirmed from an exhibit to Claimants' original Petition on file in this matter.

M. On Saturday, September 14, 2024, Claimants' agent Debra McCabe informed Respondent McCray of Claimants' intention to remove the debris pile on Tuesday, September 17, 2024, to which Respondents voiced no objection. Respondent McCray even apologized to McCabe for how badly Respondents had treated Claimants but made the excuse that they had had financial and couple problems, in part because of the children and Respondent Free's expectations that McCray would take care of them. The cost to Claimants of the September 17, 2024, hauling was \$136.

N. Claimants gave Respondent McCray additional notice that Claimants intended to conduct an inspection per the Rental Agreement and to change the locks pursuant to this Court's Judgment of September 10, 2024. Respondents again voiced no objection. On September 17, 2024, Claimants used their key in an attempt to enter the apartment to conduct the pre-announced inspection and change the locks, but agent Debra McCabe was attacked by Respondent Free, who was crouched down near the door and hiding. Free then used a metal animal cage and the door as weapons to batter McCabe's leg in an effort to prevent her from entering or doing the inspection. The apartment was full of feral cats, constituting an additional breach of the Rental Agreement.

O. Respondents Free and McCray do not deny that they are in breach of the Rental Agreement with Claimants by refusing to pay rent and disregarding their obligations under said Agreement requiring

P. On September 23, 2024, one of Claimants found an envelope without postage prepaid, placed in a mailbox where they receive mail for HiRGG Properties, pma, a common law private membership association. By the time she opened the envelope she noticed that it was addressed from a sender known as Chillicothe Municipal Court, which is an operation or division of the legal fiction, private for-profit corporation known as CITY OF CHILLICOTHE, and addressed to a non-existent legal fiction referred to as HINE, KATHERINE.

Q. It is impossible for agents of a private, for-profit corporation such as CITY OF CHILLICOTHE, or any other fictitious, imaginary entity, to operate a court or to otherwise have sovereignty. Only living people can have the earthly sovereignty required to administer a Court. Respondents' own "caselaw" has contained language admitting this fact for well over two centuries. Respondent BAR members are merely administering a corporate tribunal devoted to financial gain and masquerading as a court. Claimants are under no obligation to patronize Supplemental Respondents' corporate tribunal masquerading as a court.

R. The contents of the envelope found on September 23, 2024, include paperwork referring to two other fictitious entities, namely TONYA FREE and GREG MCCRAY, and then, also to the people known to Claimants as Tonya Free and Greg McCray, the latter being the people against whom Claimants have a Judgment from this Court.

S. The contents of the aforementioned envelope (attached hereto) demonstrate that Supplemental Respondents Weinland and Street have signed documents suggesting a belief that Claimants have an obligation to provide Respondents Free and McCray with financial support indefinitely and that it might be "unconscionable" to do otherwise. Supplemental Respondent Street demonstrated his willingness to back up that apparent perception with a written threat of future violence. By signing the following directive available to Street's armed underlings, Respondents Lavender and Myers, and their agents, Respondent Street is committing a written armed assault by communicating to them the following veiled threat:

"Defendants are prohibited from attempting to enforce the purported 'Judgment for Emergency Order' of the 'Ohio Circuit Court of Record'."

T. Neither Claimants nor their agents are legal fiction entities, such as "Defendants". Nor have Claimants as living people pretended to act on behalf of any legal fiction "Defendant" in this matter. Respondent Street's directive is meaningless in that the legal fiction "Defendant" is incapable of doing anything. It is no more than a label for a strawman. However, Respondents Lavender and Myers and their agents are likely to interpret or claim to interpret Respondent Street's directive as a pretext for the use of violence against the living people who are Claimants or their agents, or to otherwise trespass on Claimants' rights.

U. Supplemental Respondents Lavender and Myers and their agents routinely but unlawfully inflict violence on innocent people with less provocation than that contained in Respondent Street's

language. Respondents Weinland and Street are inciting Respondents Lavender and Myers and their agents to use violence to aid and abet Respondents Free and McCray in continuing to trespass on Claimant's private property and to interfere with the lawful function of a Godly common law court with jurisdiction far in excess of any that may be claimed by any private, for profit corporate corporation such as that operated by Respondent Street.

V. Claimants, like all Respondents herein, are men and women, created by God and therefore subject to the law of the Almighty Creator. Not a one is a commercial or corporate asset. The dispute between Claimants and original Respondents has been reduced to judgment by the living people who operate this non-corporate, non-commercial Ohio Circuit of Record.

W. The Ten Commandments and other parts of God's law as well as such portions of man's law consistent with God's law, apply to all men and women, even to those, such as Respondents, who may reject or defy God or who worship Lucifer, as Respondents Street, Eddy, Lavender, and Myers have tacitly admitted on at least two occasions to doing. Supplemental Respondents' corporate codes do not apply to men and women. The terms men, women, and people are intentionally excluded from Respondents' corporate codes.

X. The actions of Supplemental Respondents Weinland and Street demonstrate their contempt not only of the earthly sovereigns serving the Lord of Heaven and Earth via their unpaid work on the Ohio Circuit Court of Record, but also their scorn for the most high God, the One who will not be mocked. "Woe to those who call good evil and evil good." Isaiah 5:20.

Y. Respondent Free committed acts of common law and statutory perjury in paragraphs 2, 3 and 11 of the "Complaint" document that Supplemental Respondent Weinland gave to Free to sign and witnessed. See attachment. Unless Respondent Free concedes the point by defaulting, Claimants request that this Court take testimony as to the events of September 17, 2024, about which Respondent Free, with assistance from Respondent Weinland, perjured herself in paragraph 11 of their "Complaint". Neither Free nor Weinland had any good faith reason to believe that the statements contained therein were true. Relying on self serving corporate records would not have been reasonable.

Z. Claimants know of the existence of no entity ever known simply as HiRGG Properties, but Respondents use the term anyway. One of Supplemental Respondent Kennedy's BAR members once persuaded Claimant Hine to believe that she was able to and ought to operate a legal fiction entity known as HiRGG PROPERTIES, LLC and to pretend to be a legal fiction strawman, but she is no longer so deceived. HiRGG PROPERTIES, LLC, besides not existing, does not function and no longer owns any property, if it ever did. HiRGG Properties, pma is a common law private membership association of people, not legal fiction persons. As the Rental Agreement itself demonstrates on its face, it was only that association of living people, not a legal fiction, who contracted with the living people, original Respondents Free and McCray.

AA. Notwithstanding Respondent Weinland's false assertions to the contrary, Claimant Hine is not a BAR member, nor does she carry or seek any such permission slips from the legal fiction being operated by Respondent Kennedy. Claimant resigned from any affiliation with that body of corporate

licensing criminals in 2019 upon discovering their true nature:

<https://birthofanewearthblog.com/when-a-bar-member-has-seen-through-the-lies/>

BB. The August 11, 2023 Rental Agreement provides that Original Respondents Free and McCray agreed that all disputes with Claimants would be resolved in this Ohio Circuit Court of Record.

CC. Claimants seek from this Court a finding of perjury against Respondent Free, an adjudication of contempt against all Respondents except Cornyn, and appropriate monetary and criminal sanctions

IV. ABSENCE OF AUTHORITY OF ALL TRESPASSERS

A. Supplemental Respondents sent documents likely to be misconstrued as threatening armed violence against Claimants and their agents and their lands. Respondent Weinland invoked various private corporate policies enacted in the form of Ohio Revised Code Secs. 5121.13, 5121.14, and 5121.15) as a pretext for Supplemental Respondents' stated plans to interfere with Claimants' and Respondents McCray's and Free's unalienable, God given, and Constitutionally protected rights to contract with one another.

B. Supplemental Respondents do business with one or more of the corporations operating as OHIO GENERAL ASSEMBLY, which is a private, for profit Cabal of corporations that is incapable of enacting "law". Its agents and contractors are able to enact only corporate policy, not law.

C. Even when enacting corporate policy, agents of one or more of the GENERAL ASSEMBLY corporations lack authority to enact corporate policy that is contrary to Respondents' 1787 Constitution. Said corporate GENERAL ASSEMBLY never had authority to interfere with the policies of Respondents' predecessors who wrote Article I Sec.10 of their 1787 Constitution and their 1787 Northwest Ordinance conceding that agents of the "government" were prohibited from interfering with the God given right to freedom of contract such as that exercised by Claimants and Respondents Free and McCray.

D. The private corporate policy enactments that constitute Respondents' OHIO REVISED CODE apply by their own terms, only to legal fiction "persons" or those knowingly agreeing to act as such after full disclosure of all material facts, not to living men or women, such as Claimants. Claimants are not interested in using the services of Supplemental Respondent agents, the men and women who falsely call themselves "law enforcement" but who are in reality only private corporate code enforcers with no duty to protect or serve anyone.

E. Neither Claimants nor Respondents Free or McCray are bound by self-serving pronouncements from members of a corporate Cabal with no authority to make law. Corporate policy enactments known as Ohio Revised Code Secs. 5121.13, 5121.14, and 5121.15 are without legal or lawful effect to either interfere with the people's right to contract or to force the people to contract in ways that serve the interests of agents of the corporate STATE OF OHIO Cabal.

F. Notwithstanding Respondent Street's presumptions to the contrary, the corporations under which he purports to operate are not only criminal operations by definition, they have no authority except that which they usurp themselves, to operate as monopolies.

G. Respondents Street, Eddy, Lavender, Myers and Weinland have accepted emoluments from foreign powers and are therefore prohibited from serving in positions of public trust as they concede because of the original 13th Amendment to their 1781 Constitution, adopted in the original Ohio republic by Respondents' predecessors in January, 1811 and still in effect.

H. None of the Supplemental Respondents may be considered to be an "elected official" as there is no evidence that anyone voted for any of them or for anyone who appointed them, due to the policy of secret ballot. In the absence of any such proof, there is no evidence that any of Respondents was ever elected or legally appointed to anything.

I. All Respondents who claim to be elected are required by their own corporate statutes to execute oaths of office but have either failed to execute such oaths or are in violation of same and thereby disabled from serving in positions of public trust. For that reason alone none of said Respondents have any authority over Claimants at all. Respondents unlawfully assert such non-existent authority anyway in order to aid and abet Respondents Free and McCray in their acts of breach of contract.

J. All Respondents who are BAR members, namely Respondents Eddy, Street, and Weinland swear allegiance to bylaws of European and domestic BAR corporations but have failed or refused to register as the foreign agents they are, in contravention of their own corporate policies set forth in their own corporate Foreign Agent Registration Act. For this reason as well, any supposedly official act performed by said Respondent BAR members is void and prohibited according to Respondents' own policies.

K. The documents purporting to bear the signature(s) of Respondent Street are missing wet ink signatures and may not be considered as valid.

L. Claimants have explicitly by separate instrument rejected the corporate "personhood" label, via verified and publicly posted notices in which they rebutted the presumptions fraudulently created by "birth certificate" documents, as well as by their repudiation of presumptions of corporate UNITED STATES citizenship and by rescinding voter registrations in corporate "elections".

V. FEE SCHEDULE

A fee schedule is included herein for the purpose of compensating Claimants for the harm, injury and losses, including loss of time, which Respondents have caused to them by their acts of trespass upon the private property, the physical bodies, and God-given rights of Claimants or their agents.

Monetary compensation set forth in this Fee Schedule is in addition to and not in substitution for any equitable injunctive or declaratory relief or criminal sanctions to which Claimants are entitled due to Supplemental Respondents' threats of armed violence, battery of Debra McCabe, interference or attempted interference with the right to contract, perjury, extortion, and contempt of Court, all of which cause or threaten to cause harm to Claimants. The proposed contract terms which Respondents and their agents and principals may accept or reject as set forth hereinabove, include without limitation, the following provisions:

A. SEPARATE ACTS OF TRESPASS. Each act of trespass to Claimants' God given rights carries financial charges in UNITED STATES dollars as follows:

- a. First trespass: Five Thousand UNITED STATES dollars, as defined hereinabove.
- b. Second trespass: Fifty Thousand UNITED STATES dollars, as defined hereinabove.
- c. Third trespass: Five Hundred Thousand UNITED STATES dollars, as defined hereinabove.

B. TRESPASS TO PRIVATE PROPERTY. Compensation for the reduction in the fair market value of Claimants' private property in the agreed sum of Fifty Thousand Dollars, representing the loss of value caused by the actions of original Respondents, now aided and abetted by Supplemental Respondents. The parties agree that neither the common law of the people nor the law of the Creator recognizes that Respondents' liabilities are dischargeable *via* any corporately created statutory "bankruptcy".

C. INJUNCTIVE AND DECLARATORY RELIEF: Respondents are required to cease and desist in causing further loss or harm to Claimants by interfering or attempting to interfere with Claimants' enforcement of their contract with Respondents Free and McCray. In particular, upon default or other forms of acquiescence, Respondents shall be enjoined from further efforts, however ineffective, to interfere with Claimants' Contract rights or the Judgment in their favor granted by this Ohio Circuit Court of Record. Respondents' "Temporary Restraining Order" is admittedly void and of no effect. Moreover, that document contains a written threat of violence to back up the "prohibition" that it has no authority to make except as to its own agents.

D. CONTEMPT SANCTIONS AND WEAPONS CONFISCATION: Since Supplemental Respondents admittedly have no duty to protect or serve the people and are now threatening them with violence, this Court is fully authorized to enjoin the cessation of the public nuisance Supplemental Respondents are maintaining. This Court is further requested to issue a formal Order authorizing any of the people of the original Ohio republic to confiscate Supplemental Respondents' offensive weapons in use when pretending to be operating as legal fictions. Claimants request that, upon further admissions by Supplemental Respondents, that this Court of Record impose such additional sanctions for contempt as they may deem appropriate and according to their considered discretion and understanding of the ultimately sovereign will of God.

E. MONETARY LIABILITIES: Respondents' monetary liabilities shall commence upon the date that this Notice is received until Respondents' tortious and/or criminal conduct ceases. Each Respondent shall be jointly and severally liable for said daily sums as set forth hereinabove, upon any finding or judgment of liability from this Court of Record.

F. FAILURE TO PAY: In the case of failure to pay any fees within thirty (30) days of presentment of a Bill following the entering of a Binding Judgment, supplementing the

September 10, 2024 Judgment, Respondents each agree that his or her property wherever situated is subject to lien, levy, distraint, distress, certificate of exigency, impound, execution, his or her income subject to garnishment, and all other lawful, equitable, and/or commercial remedies, including without limitation, injunction and ejectment.

G. RECOUPMENT OF LIABILITIES: Respondents are hereby prohibited from directly or indirectly seeking recoupment of losses incurred imposed by any terms of this Contract, from his or her customers, constituents, or members of the public at large.

H. Claimants require that all Respondents provide fully executed copies of any and all bonds, insurance policies, or underwriter agreements that would compensate Claimants for the harm and loss Respondents have caused and continue to cause them, their agents, principals, or associates.

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL AND
NOTICE TO PRINCIPAL IS NOTICE TO AGENT
ORIGINAL VERIFIED**

VERIFICATION AND SWORN DECLARATION

All facts set forth herein are true, correct, complete and admissible as evidence, and if called upon as witnesses, Claimants or other witnesses would testify to their veracity. Terms not otherwise defined herein shall have the meanings ascribed to such terms as set forth at Sec. I(A) of the Notice to which this Verification and Sworn Declaration is attached.

All Rights Reserved and Retained

Katherine Hine
Katherine Hine, A True Living daughter of the most High
God and in service to our Lord Jesus Christ
Without STATE OF OHIO
Outside STATE OF OHIO

ACKNOWLEDGEMENT

Subscribed and sworn to before us, the undersigned witnesses, this 27th day of
September, 2024 by Katherine Hine, whose autograph above and right thumb print
seal we witnessed on this date on the land of the non-corporate CLARK
County, Ohio.

Wayne Schuman
Witness

by: Wayne - Morris: freight, bene.
Witness

**Ohio Circuit Court of Record
Seated at Chillicothe**

Katherine Hine, *sui juris*,
a living woman, on her own behalf and
on behalf of the owners of HiRGG
Properties, a Private Membership Association
Claimants.

) Case No. 24-ROS-003

-vs-

) AFFIDAVIT OF
Debra McCabe

Tonya Free, et al.


Respondents.

)

The undersigned Debra McCabe, having first been duly sworn upon her oath and under penalty of perjury, as she may answer to God, states as follows:


1. I am a living woman living on the land mass known as Ross County, Ohio.
2. I am more than 18 years of age.
3. All terms I use in this Affidavit are as they are normally understood in American English speech, as used in the 1828 Webster's dictionary, and as I understand their meaning.
4. As an agent for the common law private member association HiRGG Properties, pma over several years I have actual personal knowledge of the course of dealing between myself and the other people doing business as HiRGG Properties and the people known to me as Tonya Free and Greg McCray since August, 2023 when they signed the Rental Agreement that is attached to the Petition in this case .
5. I have never dealt with any entities known as HINE, KATHERINE, TONYA FREE, or GREG MCCRAY.
6. In the normal course of business, I make it a practice to keep text message records of my interactions with the people who rent from HiRGG Properties, pma. I did so, with regard to Respondents Free and McCray.
7. The following is an accurate summary of some of my records of interactions with Respondents Free and McCray, with accurate dates and quotation marks indicated:

- December 19, 2023, I sent Tonya a text message, informing her that I was waiting for a call back from Red Door Exterminators to confirm a date and time for services at 189 1/2 E Water St to address her concerns over ants.
- I followed up, informing Tonya that the exterminator would be at the property on December 22, 2023, at 12:00PM
- Red Door Exterminators treated the property on the scheduled date.

- 
- On Thursday, January 4, 2024, Tonya communicated via text message that she notified John at Red Door Exterminators personally that she was still having an issue with ants and requested a follow up appointment without notifying me first. She had accepted an appointment time for the next day, January 5, at 2:30pm.
 - January 19, 2024, Tonya called regarding her dissatisfaction with the ant treatments. I assured her that I would call John at Red Door Exterminators to schedule a third appointment.
 - After speaking to John from Red Door Exterminators, we agreed that more time, more specifically 2 weeks, was necessary to allow the previous treatments of spray and bait traps to effectively do their job. I conveyed this to Tonya. I further added that vinegar is an effective deterrent that could be used in addition to the other services already provided. As such, I stated we would wait an additional 2 weeks before a third treatment was administered.
 - Tonya did not want to wait 2 weeks and called the exterminator herself. She stated she was vacuuming "hundreds and hundreds of dead insects we are forced to walk on".
 - Walking on hundreds of dead ants was an indication that the treatment was working. I called John from Red Door Exterminators and we both agreed that Tonya's behavior was very irrational considering the situation. He stated that Tonya's behavior seemed "strange" during the service calls as well. John and I agreed that we should wait 2 weeks for a third treatment due to the evidence suggesting the previous 2 treatments were working.
 - The third treatment was scheduled for February 2, 2024, at 12:00PM.
 - February 8, 2024, A three day notice to vacate was posted on Tonya and Greg's Door for nonpayment of rent. Tonya was upset and asked via text message if the owner planned to pursue eviction. I explained to Tonya that she and Greg were habitually late to pay rent. They could choose to pay rent with the late fees, or the owner could proceed with eviction. However, if they decided to move forward with their tenancy that the next 3-day notice would stand, and eviction would be inevitable.
 - In return, Tonya states, via text message, that I should "understand that if I have no seriously debilitating issues with my rental property, that I should not have any setbacks to be late."
 - February 9, 2024, after receiving Tonya's late rental payment (rent due by the 4th of each month), I sent a text message reminding her of the accumulating late fees that she still owed.
 - February 12, 2024, I received 13 pictures of stray ants and 2 videos documenting Tonya's erratic behavior I had reported to the owner, Katherine Hine. Tonya was screaming and yelling in the video about ants. Furthermore, she sent a text message stating the following: "We can ALL FOLLOW the agreement then! You have LIED to us about the and INFESTATION! Red Door wouldn't come back because THEY WEREN'T PAID AGAIN. PER THEIR WORDS. We have been stuck in unlivable conditions and I can't TELL you how many hundreds of dollars I've spent on your property that should not have been part of our budget. I'll get your late fee today. However, if I ever have to wait weeks for someone to take care of your property ever again, I'll be pulling my rights out as well!"



- April 5, 2024, Tonya placed the money order receipt in the rental payment box instead of the money order. I contacted Tonya regarding this mishap and then waited an additional day to receive the actual rent payment, making the rental payment 2 days late.
- April 11, 2024, Tonya sent 2 videos with accompanying texts stating, "I HATE THIS FUCKING PLACE!!!!!!!!!!!" and "I hate u. I'm so done. We should not deal with this every goddamn day!!! UR a slumlord. I'm calling the health dept. TODAY. U DIDNT RESPOND TO MY ADDITIVE ON THE RENT ENVELOPE. BUT I RESPOND IMMEDIATELY!?!?!?! It's not FUCKING RIGHT!!!!!!!!!! I'm done. Now u can pay for us to live someplace livable until this is cleaned up."
- Her videos depict her yelling and screaming while scaring her children. Her (possibly 5 -6-year-old) daughter pleads with her to calm down while she shows a single ant crawling on a child's coat. The video is disturbing and her ability to parent her children in a rational or responsible way becomes questionable in my opinion.
- April 11, 2024, I called Greg at work and informed him of the situation and the videos I received. We spoke at length regarding Tonya's behavior. He stated that living with her was challenging and what I experienced through texts and phone calls was only a fraction of what he and the children live with on a daily basis. I explained my training as a CASA worker and in identifying substance abuse behavior. I stated her erratic mood swings and irrational behavior were signs of substance abuse. He stated that she was a recovering drug abuser. I also explained my concern over the children because she acts unhinged and unstable. He stated the children were just returned to her custody after the father was arrested for drug and gun charges. I stated the children were not on the lease and were not in her custody when they moved in, which is a breach of contract.
- I explained to Greg that I would no longer deal with Tonya or her erratic behavior and that he would need to assume communications between us. He agreed.
- Greg stated on the same phone call that Tonya would like the exterminator to return. I stated that I would call Red Door and give John Gregs contact number to set up an appointment.
- April 11, 2024 I called Red Door Exterminators and spoke with John, the owner. I explained the claims Tonya made regarding his company refusing to return, as well as the claim that Hirgg refused to pay for his services. John confirmed that was not true and that he had never told Tonya it was. They scheduled and administered 3 treatments to 189 1/2 E Water Street, so far in 2024 and the last check I wrote to him for services was not even deposited yet. He commented that the tenant possibly had emotional issues, and I agreed.
- April 11, 2024, Red Door Exterminators informed me of his plan to call Greg directly to set up their next appointment for an ant treatment at 189 1/2 E Water Street.
- Between June 3- 6 (while I was out of state) John from Red Door called me, stating that he attempted numerous times to reach Greg and to set up an appointment for service, but Greg did not return John's calls.

- 
- July 5, 2024, Greg sent a text notification stating the following: "As you know we are in the last month of our lease...I don't plan on resigning a new lease this apartment isn't big enough for 4 people we are currently looking at other options ..just wanted to touch base so you were aware that we are paid through August.....thank you for your time ...Greg." Per the text, Greg stated that he planned to use his deposit for his last month's rent payment. I messaged back stating that I was accepting his statement as a 30-day notice and thanked him for the notification. He responded back "your welcome".
 - July 29, 2024, Greg notified me that they needed more time. He stated they would need 2 additional weeks past their 30-day notice. He stated he had no choice but to pay rent for an additional month and would pay rent by August 5, 2024.
 - August 5, 2024, I did not receive an extended payment as he stated and they should have vacated the premises by August 4, 2024, per their 30-day notice.
 - August 7, 2024, a rental payment was received with no late fees.
 - August 14, 2024, I notified Greg wanting clarification regarding their intentions, as he had previously stated they needed an additional 2 weeks while they waited for their new apartment to be ready. Greg did not respond back.
 - August 23, 2024, I attempted to reach Greg again for an update regarding their intentions to vacate the premises. He responded that he had no update but expected one soon.
 - August 27, 2024, Greg messaged they were packed and ready to go as soon as they "get word" that their new residence was ready for them. He then reported that they have no hot water at 8:41PM at night.
 - August 27, 2024, I stated to Greg if they were packed and waiting, then I should expect them to vacate the premises by September 4, 2024.
 - August 28, 2024, I notified Greg that the contractor was scheduled to take care of any issues regarding the water heater.
 - August 28, 2024, Tonya called to scream and yell that I was not addressing their concerns regarding the water heater quickly enough. She expected immediate action.
 - September 5, 2024, I contacted Greg via text regarding an update to their situation as they still have not vacated the premises. Greg responded that he had no update. He stated it would likely take 1-6 months before they would be able to move in. He then asked if I had any advice, as he had found a 3 day notice to vacate the premises on the door at 189 1/2 E Water St.
 - September 5, 2024, after discussing the situation with Katherine we agreed to send a coordinated statement to Greg via text and to Tonya via email stating we expected their swift departure from the premise.

8. The following is a true and correct copy and paste of an email Katherine Hine sent to Tonya Free on July 9, 2024 and Tonya Free's response on July 12, 2024, which was then forwarded to me:

Tonya Free

From: tonyarfree4@gmail.com

To: Katherine Hine

Fri, Jul 12 at 11:12 AM

Yes, we are following the agreement made. Everything that we own will be removed from the property, as well as the cleaning of the house will be complete also. I will contact you with the new address. Thank you.



On Tue, Jul 9, 2024 at 10:56 PM Katherine Hine <wljaradio@aol.com> wrote:

To Tonya and Greg: This is to confirm that you will be leaving the premises at 189 1/2 East Water Street by midnight August 3 per the Rental Agreement, Please provide an address for any refund of the initial security damage deposit to be sent after we deduct expenses for removing the furniture I sent you an email about a few months ago. We have 30 days to send you any of that refund not used to restore the property to its original condition. If you remove your items from outside, we won't have to subtract our related costs for that from your refund. Sincerely, Katherine Hine, c/o HiRGG Properties PMA

9. The following is a true and correct copy and paste of an email Katherine Hine sent to Tonya Free on May 20, 2024, which I was copied in on:

Katherine Hine

From:wljaradio@aol.com

To:Tonya Free,Debra McCabe,Debra Miller

Mon, May 20 at 7:39 PM

HiRGG PROPERTIES, PMA

KATHERINE HINE, GENERAL MANAGER

189 East Water Street REAR

CHILLICOTHE, OHIO 45601

(740) 703-5747 (telephone)

(614) 633-0215 (telephone)

Monday, May 20, 2024

Tonyarfree4@gmail.com

Tonya Free

Re: Trash left behind the rental unit

Greg Abbott

[c/o]189 1/2 East Water Street]

Chillicothe, Ohio [45601

To Tonya and Greg:

One of our property managers drew your attention last week to the fact that you have furniture and possibly trash stacked up in the carport area next to 189 East Water Street REAR where HiRGG Properties maintains office and storage space. While you have permission to keep an automobile in the designate area there, it's not a place to stack debris. You were instructed to have it removed a week ago but it remains. This is your Notice that we intend to remove and dispose of these items in the next few days and bill you for the labor and hauling expenses we incur in doing so. In the event we are also penalized by agents of CITY OF CHILLICOTHE for maintaining a nuisance, we will expect you to reimburse us for that as well. Please advise immediately as to your intentions.

Sincerely,

Katherine Hine

.....
10. The above facts are accurate as stated.

ALL RIGHTS RESERVED AND RETAINED



____ Seal
Debra McCabe, as the living daughter
of the Most High God
Outside STATE OF OHIO

ACKNOWLEDGEMENT

I the undersigned Notary Public witnessed Debra McCabe, upon first being duly sworn upon her oath, place her autograph and right thumb print seal hereinabove, on this 26th day of September, 2024 on the non-corporate land mass known as Ross County, Ohio.



Notary Public

My Commission Expires: May 15th, 2028



ASHLEY GEE
Notary Public State of Ohio
My Commission Expires
May 15, 2028

CHILLICOTHE MUNICIPAL COURT
95 East Main Street
Chillicothe, Ohio 45601
(740) 773-3515

Free, Tonya

189 1/2 East Water Street
Chillicothe, Oh 45601

Mccray, Greg

189 1/2 East Water Street
Chillicothe, Oh 45601
Plaintiff(s)

-VS-

Hirgg Properties

736 East Main Street
Chillicothe, Oh 45601

Hine, Katherine

189 East Water Street, Rear
Chillicothe, Oh 45601
Defendant(s)

: Case: CVH 2401824

:
:
:
: NOTICE OF
: HEARING
:
:
:
:

☐ COURT NO. 1

☒ COURT NO. 2

☐ MAGISTRATE'S HRG. ROOM

* * * * *

You are hereby notified that the above case has been
assigned for HEARING on 09/30/2024 at 3:00 PM

Sep 19, 2024


Leigh Thompson
Deputy Clerk/Court Bailiff

☐ Mailed to Plaintiff

☒ Mailed to/Placed in Court
box of Counsel for Plaintiff

☐ Personally served on Plaintiff

☐ Personally served on Counsel
for Plaintiff

☐ Other:

☒ Mailed to Defendant

☐ Mailed to/Placed in Court
box of Counsel for Defendant

☐ Personally served on Defendant

☐ Personally served on Counsel
for Defendant

FILED
2024 SEP 19 AM 9:13

TINA E. LARDE, CLERK
MUNICIPAL COURT
CHILLICOTHE, OHIO

IN THE ROSS COUNTY MUNICIPAL COURT
CHILLICOTHE, OHIO

TONYA FREE and GREG MCCRAY

Case No. 24 CVH 1024

Plaintiff(s),

v.

JUDGE _____

HIRGG PROPERTIES

and

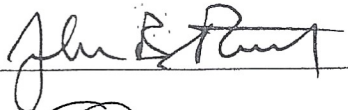
KATHERINE HINE

TEMPORARY RESTRAINING ORDER

Defendants.

This matter came to be heard on Plaintiff's Motion for a Temporary Restraining Order. For good cause shown, the Court GRANTS the Motion. Defendants are prohibited from attempting to enforce the purported "Judgment for Emergency Order" of the "Ohio Circuit Court of Record." No law enforcement officer, including but not limited to an officer of the Chillicothe Police or the Ross County Sheriff's Department, may take any action to enforce the purported "Judgment for Emergency Order" of the "Ohio Circuit Court of Record." This matter shall come before the Court for hearing on SEPTEMBER 30 2024 at 3:00 A.M. (P.M.)

IT IS SO ORDERED.

Signed: 
Judge/Magistrate

CHILLICOTHE MUNICIPAL COURT
95 East Main Street
Chillicothe, Ohio 45601
(740) 773-3515

* * * * *

Plaintiff(s):

Free, Tonya
189 1/2 East Water Street
Chillicothe, Oh 45601

Mccray, Greg
189 1/2 East Water Street
Chillicothe, Oh 45601

VS

Defendant(s):

Hirgg Properties
Hine, Katherine

Case CVH 2401824

SUMMONS IN
CIVIL ACTION

(Rule 4 and 9)

Date: Sep 19, 2024

ORDINARY MAIL

Sent to:

Katherine Hine
189 East Water Street, Rear
Chillicothe, Oh 45601

* * * * *

You have been named (defendant(s) in a complaint filed in the above named court by above Plaintiff(s). A copy of the complaint is attached hereto.

The name and address of the Plaintiff's attorney is:

KATHERINE S. WEINLAND
Southeastern Ohio Legal Services
73 EAST WATER STREET
CHILLICOTHE, OH 45601

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff if he has no attorney of record, a copy of your answer to this complaint within twenty-eight (28) days after the date of mailing of this summons. Your answer must be filed with the Court within three (3) days after the service of a copy of the answer on the plaintiff's attorney.

Failure to appear and present a defense to this complaint will result in a judgment by default being rendered against you for the relief demanded in the complaint.

Tina E. Large
Clerk of Court

Date of Mailing:
Sep 19, 2024

by: 
Shannon E Robinson
Deputy Clerk

IN THE ROSS COUNTY MUNICIPAL COURT

CHILLICOTHE, OHIO 2021 SEP 17 PM 3:55

TONYA FREE and GREG MCCRAY
189 ½ East Water Street
Chillicothe, OH 45601

Case No.

24 CV HC 1824
TINA F. LARSEN, CLERK
CHILLICOTHE, OH

Plaintiff(s),

JUDGE _____

v.

HiRGG PROPERTIES
736 East Main Street
Chillicothe, OH 45601

and

**VERIFIED COMPLAINT FOR
DECLARATORY JUDGMENT**

KATHERINE HINE
189 East Water Street, Rear
Chillicothe, OH 45601

Defendants.

NOW COME Plaintiffs TONYA FREE and GREG MCCRAY, by and through counsel LEGAL AID OF SOUTHEAST AND CENTRAL OHIO, seeking Declaratory Judgment that a term of their lease agreement with Defendant HiRGG PROPERTIES is unconscionable and unenforceable pursuant to R.C. 5321.13 and 5321.14; and Declaratory Judgment that a purported "Judgment for Emergency Order" in favor of both Defendants in the so-called "Ohio Circuit Court of Record" is unenforceable. In support of their Complaint, the Plaintiffs state as follows:

PARTIES

1. Plaintiffs Tonya Free and Greg McCray are tenants who have been living at 189 ½ East Water Street, Chillicothe, OH (the "Premises") since August 2023. Plaintiff Tonya Free's minor children also live at the Premises.

2. Defendant HiRGG Properties is an LLC registered with the Ohio Secretary of State, owner of the Premises and landlord of Plaintiffs.
3. Defendant Katherine Hine is the Registered Agent of HiRGG Properties and holds herself out as the "General Manager" of HiRGG Properties.

FACTS

4. The Plaintiffs signed a lease agreement to rent the Premises with Defendant HiRGG Properties on or about August 11, 2023 (**Exhibit "A"**).
5. In relevant part, the lease provides at paragraph XXV: "Any dispute which may arise regarding the terms of this Agreement shall be resolved according to Ohio common law, upon prior Notice to any party, in the Ohio Circuit Court of Record, at 43 South Paint Street, Chillicothe, Ohio."
6. On or about September 5, 2024, Defendants served Plaintiffs with a Three Day Notice, demanding that they vacate the Premises by September 9, 2024 (**Exhibit "B"**).
7. On September 9, 2024, Defendant Katherine Hine filed a "Petition for Emergency Judgment on Defaulted Claims" in the so-called "Ohio Circuit Court of Record" on behalf of herself and HiRGG Properties against Plaintiffs (**Exhibit "C"**).
8. On September 10, 2024, "Ohio Circuit Court of Record" purportedly issued a "Judgment for Emergency Order" ordering the Plaintiffs to vacate the Premises and granting monetary judgment to the Defendants. (**Exhibit "D"**).
9. On or about September 9, 2024, Defendants caused some of Plaintiffs' personal belongings to be removed from the Premises, including patio furniture and a bike.
10. Defendants told Plaintiffs that they intended to change the locks on September 17, 2024.

11. On the morning of September 17, 2024, an employee of Defendant attempted to force her way onto the Premises. Plaintiffs had to call law enforcement.
12. It does not appear that Defendants have filed a Complaint for Forcible Entry and Detainer against Plaintiffs in this Court and have not received a Judgment from this Court restoring possession of the Premises to Defendants.

CAUSE OF ACTION

Declaratory Judgment (O.R.C. 2721)

13. Plaintiff restates and incorporates by reference as if fully rewritten herein each of the above allegations.
14. An agreement between a landlord and tenant cannot waive any of the provisions of Chapter 5321. R.C. 5321.13(A).
15. A court can refuse to enforce or limit the application of an unconscionable term of a landlord and tenant's agreement. R.C. 5321.14.
16. Paragraph XXV of the Plaintiffs' lease is an unconscionable attempt by Defendants to waive the provisions of Chapter 5321; specifically including, but not limited to, the prohibition against locking a tenant out of their home for the purpose of recovering possession of the premises. R.C. 5321.15.
17. A controversy exists between Plaintiffs and Defendant regarding whether paragraph XXV of the parties' lease is conscionable and/or enforceable. A controversy also exists between Plaintiffs and Defendant regarding whether its purported "Judgment" is enforceable.

18. The controversy is justiciable in character because the Defendant has already begun removing Plaintiffs' belongings without authority, and now threatens to change their locks and deprive them of access to the Premises.

19. Speedy relief is necessary to preserve the rights of the Plaintiffs. They have already lost some of their belongings, and Defendants may attempt to lock them out of their home unless this Court orders otherwise.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants, as deemed proper and lawful by this Court, and as follows:

- a. Pursuant to R.C. 2721 and Civ. R. 57, declare that Paragraph XXV of the parties Lease agreement is unenforceable;
- b. Pursuant to R.C. 2721 and Civ. R. 57, declare that the purported "Judgment for Emergency Order" in the so-called "Ohio Circuit Court of Record" is unenforceable;
- c. Order that Defendants pay court costs of this action; and,
- d. Award such other and further relief as this Court deems just and proper.

Respectfully submitted,

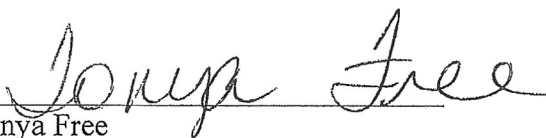


Katherine S. Weinland (0098205)
Legal Aid of Southeast and Central Ohio
Attorney for Plaintiff
73 E. Water St.
Chillicothe, OH 45601
Telephone: (740) 773-0012
Fax: (740) 994-0910
kweinland@lasco.org

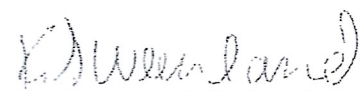
VERIFICATION

STATE OF OHIO)
) ss
COUNTY OF ROSS)

The undersigned, Tonya Free, being duly sworn, hereby states that the facts in the foregoing Complaint and true and correct to the best of her knowledge and belief.


Tonya Free

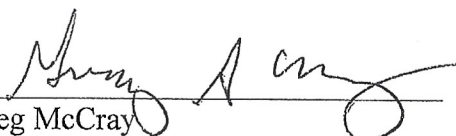
The foregoing was sworn to and subscribe before me by Tonya Free this 17 day of September, 2021


Notary Public

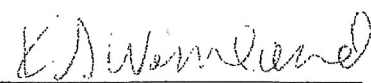
Katherine S. Weinland, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 RC

STATE OF OHIO)
) ss
COUNTY OF ROSS)

The undersigned, Greg McCray, being duly sworn, hereby states that the facts in the foregoing Complaint and true and correct to the best of her knowledge and belief.


Greg McCray

The foregoing was sworn to and subscribe before me by Greg McCray this 17 day of September, 2021


Notary Public

Katherine S. Weinland, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 RC