

Dave and Dawn Campbell
PO Box 425
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October 18, 2022

RE: Cease & Desist Notice, or Possible Litigation

Attorney Reed Brooks Kenagy, III
PO Box 920
Steelville, MO 65565-0920

Attention Mr. Kenagy:

Fraud vitiates everything and truth has no fear and will always find its way to the top. There are no disguises for righteousness for those who operate in the machinery of fraud.

Incorporated herein as if being fully set forth is "*Attachment 1.*" All evidence in this attachment can be verified at the website, www.WoodlandLakesTrusteeship.com, which we intend to file in the event the severely-defective and induced-by-fraud "*Garnishment/Execution*" you have filed in Cause 13WA-CC00410 is not immediately withdrawn and ceased upon.

You have been caught acting fraudulently in Cause 13WA-CC00410. You are being challenged concerning your fraud and are being noticed, with evidence, of your client's fraud. We hereby demand you to cease and desist your garnishment action against us. You have provided evidence for an action against your client, which we moved back to the Ozarks to pursue. Upon moving back "*home*" we promptly notified your client of our foregoing address and your client has sent us at least one newsletter verifying the fact it does indeed have our current address on file. Additionally, Missouri's Tax Assessor and Tax Collector also have our foregoing address on file. Therefore, you are fraudulent in your unfair action of "*notifying*" us by sending a garnishment notice to two old Florida addresses, which you must have gotten from a 10-year-old court case, because it is evident you did not make a diligent effort to provide notice. It appears that your garnishment/execution was timed so that our mail forwarding would have expired and that is about how long it has been since we notified your client of our new Missouri address. Your deceit reeks of underhanded corruption which we are prepared to take action on. Your "*notice*"

to us is contrary to the law. Why have you or your client never once attempted to collect the alleged debt in the judgment? Is it because your client wants the land and not the money, because that is the point that we are about to make and have been trying to make for about 12 years now.

On 10/28/11, we were banned from the development for not paying the previous owners alleged debts pertaining to tax lots we had just purchased, because the title search we paid for showed the properties were free of liens for the alleged debts. We paid this levy under protest in order to regain access to our fifth wheel we were temporarily staying in while we waited on a property deal to close. Then, without any reason or notice of reason, we (one Veteran) were banned from the development of Woodland Lakes on 11/11/11 (Veteran's Day), because Woodland Lakes Trusteeship, Inc. wanted our prime poolside property, is our position. (Ex. X) We believe your recent paperwork in the case verifies this by instructing in the Sheriff or Server's Return, "*You are commanded to execute this writ by levying upon the debtor's property.*" Under Missouri law, we have the option of paying the debt. Why have we never been asked by your client, or any of its debt collectors to pay the alleged debt? Why were we sued in Cause 13WA-CC00410 while never once receiving an attempt to collect the alleged assessments? Since you are a debt collector, you should be aware of the fact that a debt cannot arise if parties are presently in litigation, which is the case in Cause 13WA-CC00410.

We are again formally requesting from your client the "*Chain of Authority*" which it is required by law to have in order to operate as the "*Trusteeship of Woodland Lakes.*" You should be made aware of the fact that our former attorney, Gary Matheny, hammered your client's agents in a deposition and none of them could state WLTI has a legal assignment. Instead, your client's counsel directed one of them to state on the record that they received a legal assignment from the developer, yet they refused to evidence their allegation. The Covenants and your client's formation filings reveal there is a 15-months gap in the alleged legal assignment. Your client's agents swore in depositions that their assignment is found in the Covenants.

Isn't it suspicious to you that we pleaded for arbitration/mediation in Cause 13WA-CC00410 and were denied? Audaciously, your client objected. (Ex. M at WoodlandLakesTrusteeship.com)

We were required to pay a collection agency (JC Morgan) in October of 2011 when being forced under protest to pay the previous property owners' alleged debts, which means the rest of the property owners received the due process by being sent to collection first. Why were we deprived of that same treatment? This is an act of blatant prejudice and indicates your client permanently banned us from the development on 11/11/11, without explanation, in order to steal our land, as evidenced by the audacious letter from Damian Struzzi, who quickly withdrew from the case after being confronted on his hand in your client's attempted land grab. (Ex. H - WoodlandLakesTrusteeship.com) You have acted just as shamefully as Mr. Struzzi did and in egregious violation of the FDCPA and we intend to hold you fully responsible. How could you try to deprive us of service and deprive us of our right to due process under the law?

One of your client's representatives confessed to us your client's intent to turn our property into a park for its donated playground equipment. Judge Ross had this fact evidenced in our federal case with your client. (Ex. X at WoodlandLakesTrusteeship.com)

Our taxes have always been paid on time and we had paid assessments through September of 2012 at the time we were unconstitutionally banned from the development on 11/11/11. We even paid a light bill to protect our property until around this last year. We have always been up front with your client and your client has deceived. (See Attachment D at WoodlandLakesTrusteeship.com) We hope your client has protected our personal property, as outlined in job duties required of a trusteeship, which we have been unconstitutionally deprived of since 2011. Hopefully, no one has stolen our boat, etc. After realizing the foregoing, we hope you noticed the unsettling fact that your client has never attempted to remedy its egregious wrong against us, which evidences malice. This fact and objecting to mediation is revealing!

If your client chooses to act lawfully and present an honest offer for our real estate and also reimburses us for our total receipts and losses throughout its over-decade-long harm, we will entertain your client's offer. Otherwise, with evidence and the law on our side, we look forward to challenging your client and each of and every aider and abettor involved in this issue.

The judgment falsely finds we were proven to have received a ban notice for staying 140 days on a lot without using a sewage system, when the record in Cause 13WA-CC00410 clearly evidences the fact that plaintiff's agents first testified in a deposition in Cause 13WA-CC00410 to have given us a ban note for failing to pay assessments. Attorney Damian Struzzi witnessed this establishment of your client and violated the law of estoppels by filing Debbie Clutter's amended affidavit halfway through the summary judgment motion to falsely swear we were given notice to have stayed 140 days on a lot without using a sewage system. (Ex. N at WoodlandLakesTrusteeship.com) The actual notice, which gives no reason at all, is Exhibit V at WoodlandLakesTrusteeship.com. The video, which was an exhibit Clerk Laura Roy concealed from the appeal evidences (yes, we have proof...including her voicemail confession) the fact that we were not given a reason for being permanently banned from the development on 11/12/11. When we went to the office with witnesses, Debbie Clutter would not give us a reason and quickly had the Washington County Sheriff's Department called to arrest us for trespassing. Officer Barton instructed us to never return to the subdivision after 11/12/11 at 4 p.m or else be arrested for trespassing. (Ex. Y at WoodlandLakesTrusteeship.com) At that time, any alleged assessment was paid through September of 2012. It is unlawful for your client to have charged us assessments when your client used the "color of law" to have us permanently removed. We are and have been deprived of any amenity the assessments offer. As you know, the law of estoppels prevents a party from changing a narrative when a narrative has already been

established. For anyone who would seek to garnish a judgment in the face of blatant false witnessing, may God have mercy!

New evidence in the case, a letter, from the Department of Natural Resources reveals Ms. Clutter's false smear about the 140 days in the amended affidavit is false. (Ex. E & V)

When we lived in Steelville, we advocated for CASA and had a building-sales business and remembered you as being kind and, therefore, are surprised to see your participation in fraud and deprivation of rights and property. In aiding and abetting your client in Cause 13WA-CC00410, you are breaking one of God's Commandments by bearing false witness. The judgment you seek to enforce is also in violation of the Ten Commandments by bearing false witness.

If you would like to resolve yourself from the issues herein, then you can withdraw your filings and yourself from Cause 13WA-CC00410. If not, we intend to utilize every legal avenue available to expose the deceit and unlawfulness. Due to your awareness of the facts herein, we believe it is unlawful for you to proceed any further against us and any further actions on your part to assist your client against us will be aiding and abetting fraud. You should know you do not have judicial immunity for aiding and abetting fraud and that to state a claim for aiding and abetting fraud, a plaintiff must only allege:

1. The existence of the underlying fraud;
2. The defendant's actual knowledge of the fraud by the primary wrongdoer; and
3. The defendant's substantial assistance in carrying out the fraud. (*Oster v Kirschner*, 77 AD3d 51, 55, 905 N.Y.S.2d 69 (1st Dep't 2010); *Stanfield Offshore Leveraged Assets, Ltd. v Metro. Life Ins. Co.*, 64 AD3d 472, 476, 883 N.Y.S.2d 486 (1st Dep't 2009)).

You may or may not be aware of the fact we filed a federal suit against your client and also some of the judicial parties who committed fraud in this action and its appeal. An important consideration is the fact that the cause lasted around a year and also survived the judicial officers' motion to dismiss, evidencing their lack of immunity to have committed the fraud that was committed. The case was dismissed as a sanction, and not on the merits, after we were unable to attend a suddenly-set hearing after a grandmother passed away. Shockingly, that judge refused a continuance to attend her funeral! Because Judge Ross disregarded and/or violated federal rules in dismissing our action as a sanction, we believe we are not barred from bringing a new cause to address our grievance against each appropriate party, especially considering the voluminous fraud in the case.

In addition to aiding and abetting fraud, if you continue to help your client steal our land, you will be doing so under the "*color of law*." In *Edmonson v. Leesville Concrete Co.*, Justice O'Connor found attorneys can be held liable for "*color of law*" violations. You should be aware of the fact garnishments in Missouri are required by law to be served the same as a summons. You attempted to subterfuge that process, depriving us of rights.

God willing, we will eventually be before an honest venue and have learned a lot since we were railroaded in Cause 13WA-CC00410. Why are you and your client so afraid for us to be heard if you are righteous in your actions? Why did you try to keep us from being able to appear in our garnishment hearing? The law permits us to file a "Motion to Quash" and you deceitfully attempted to stifle that. How dare you! Can you please show us where you and your client have complied with the Fair Debt Collections Practices Act? We can and will show how you have not!

Thank you for tolling our time with your client and providing a new cause of action in order to finally address these issues.

One way or another, our goal is to see that the issues as outlined herein are finally resolved in an honest manner. We look forward to your response. You have been notified of your and your client's fraud so you may govern yourself accordingly.

Sincerely,