

This is an intent to collect upon a debt

David Schied
P.O. Box 1378
Novi, Michigan 48376

1/19/2018

Jerry Labut, DTE ENERGY Director and
AMI Project Manager (retired)
c/o Gladwin Blue Lake Estates (Board President)
Gladwin, Michigan 48624

Bill Schuette, Michigan Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa St.
P.O. Box 30212
Lansing, MI 48909

Beverly Buritz, Operations Supervisor
c/o DTE ENERGY
One Energy Plaza
Detroit, Michigan 48226

Sally Talberg, Chairman
MICHIGAN PUBLIC SERVICE COMMISSION
7109 West Saginaw Highway
Lansing, Michigan 48917

RE: 1) Terrorists acts perpetrated at the home assigned to YOUR account #910024684326; 2) 2nd (Second) Payment under duress & terrorist threat on coercion to a contract for “AMI” meter and interference with existing “landlord/tenant” contract; 3) Notice of Fault¹ and Final Opportunity to Cure Liability

To Jerry Labut, Beverly Buritz, Bill Schuette, Sally Talberg and Too All of Your Agents and Representatives:

I am attaching along with this letter a Cashier’s Check in amount of \$171.97 as a payment made to correspond with the “*Payment Coupon*” with a “*Due Date*” of around *January 12, 2017* sent to me at the only permissible communications address available to me, being at the post office box appearing at the top of this instant letter. This “*original*” of this check, being tendered only “*under duress and terrorist threat*” is being sent to Beverly Buritz, the Operations Supervisor at the “*One Energy Plaza*” address for DTE ENERGY, the corporate “*person*” that I have named as a “*criminal perpetrator*” in my “*Criminal Complaint and Ledger of Damages*” dated 11/13/17. That criminal complaint is publicly posted on the World Wide Web at the following location for your convenience: http://cases.michigan.constitutionalgov.us/david-schied/2017_ProofofState&NatIFinanCrimeSyndicates/Examp-16/111417_SwornNotarizedCrimComplaint&Ledger.pdf

However, and otherwise that in accordance with Uniform Commercial Code § 3-603. TENDER OF PAYMENT. See UCC § 3-603.

¹ **FAULT**. contracts, civil law, Negligence; want of care. An improper act or omission, injurious to another, and transpiring through negligence, rashness, or ignorance. **Black’s Law Dictionary**

(a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.

(b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

(c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

Note that I have also produced video documentary with a FACTUAL account of the CRIMES of DOMESTIC TERRORISM that occurred against me, as publicly posted on the World Wide Web at: <https://www.youtube.com/watch?v=uOncdSeg1Xk>

In follow-up to my sending, on 12/15/17 via a 3rd Party Notary Witness, a bank “Cashier’s Check” to you (i.e., with the “original” check going to Beverly Buritz and copies going to the other addressees as shown above) in the amount of \$139.98, I have check with my bank to find that the check that I tendered was never credited to YOUR account number connected to the service that you are contractually obligated to provide to me in return for such “payments.” Additionally, today I telephoned DTE “customer service” at 800-477-4747 and was informed on a recorded line by your automated computer voice that the “total amount due now” is \$311.95. This constitutes yet another level of “consumer fraud” and “domestic terrorism” given the evidence that the prior amount you ordered me to pay to you (while remaining “*under duress and terrorist threat*”) was indeed tendered over to Barbara Buritz by a 3rd Party Notary Witness. As such, I have subtracted that previously tendered amount of \$139.98 from the amount you claim is “due now” leaving a “balance owed” of \$171.97, which is enclosed herein along with this cover letter as “tendered in full”.

NOTE: I REQUEST A COPY OF THE LAST (“JANUARY DUE”) BILLING STATEMENT REFLECTING THE \$311.95 THAT IS CURRENTLY BEING CLAIMED BY DTE AS “DUE NOW.”

Note also that this letter to each of you serves to document the continuation of the crimes you are all perpetuating by your (past and present) direct involvement, by your complicity and dereliction of duty to act in my defense and/or in defense of the Michigan and United States constitutions, and by other Evidence of “*aiding and abetting*” these “DTE” domestic terrorists by corruptly providing them, individually and collectively, with safe “*haven*” protectionism and impunity, high thresholds for initiating criminal and/or grand jury investigations for prosecuting criminal cases, and for inadequate and non-transparent administrative penalties against clearly demonstrated “*coercion*” of the populace and the “*government*” by DTE ENERGY “*agents*” and “*employees*,” as what has been otherwise defined by Congress as “*domestic terrorism*.”

In short, NONE of you have responded back to me in reply to the previous letter that I sent to you on 12/15/17 via a 3rd Party Notary Witness sent to EACH of you along with the bank's draft of the \$139.98 (original which went to Barbara Buritz at the above-listed address). Instead, what I received two to three weeks ago in late-December of 2017 was another fraudulent letter from a "Michigan" state agency. This one was from the Michigan Department of Licensing and Regulatory Affairs' "Michigan Agency for Energy" which alleged fraudulently that I had "contacted" the Michigan Agency for Energy (MAE) regarding "my" utility matter. This is utterly false and represents yet a THIRD level of conspiracy between State "actors" attempting to whitewash over my "Sworn and Notarized Criminal Complaint" and to create a fraudulent "paper-trail" designed to create a "documented history" for later presentation to other legislative "commissions" or "committees" such as the House Energy Policy Committee, which otherwise never existed, as proven by my own documented and verifiable "history" surrounding this instant CRIMINAL (not "utility" or "billing") matter. NOTE that this letter claims, "MAE staff contracted DTE on [my] behalf...a [unnamed and unverifiable] DTE Energy representative explained that [I] was mailed shut-off notices on October 10 and October 17...[and concluding...] the company [DTE] is within the rules and regulations in updating their equipment. This fraudulent letter was signed by LARA's Compliance and Investigation Section's "Regulation Officer" MeAgan Emmons. That letter, **dated 12/11/17 but not actually "mailed" until a full week later on 12/19/17**, is found posted on the Internet now at:

http://cases.michigan.constitutional.gov.us/david-schied/2017_ProofofState&Nat'IFinanCrimeSyndicates/121517_NoticeofLiability/121917_LARAAgency4Energy/121917_LARAComplianceInvestLetrFRAUDonDTE.pdf

NOTE: In light of the Evidence provided by the author of that fraudulent letter, being "Regulation Officer" Emmons, I DEMAND concrete evidence of the "shut-off notices" that you assert were "mailed" to me at the only known "mailing address" that DTE has available for me.

Altogether, my documents of Evidence show a continuous collusion between the DTE monopoly and the "continuous financial crimes operation" of the so-called "STATE OF MICHIGAN", consisting minimally of Bill Schuette and his numerous fraudulent "state assistants", and the LARA with its plethora of fraudulent "agency assistants", as well as the MPSC; which are "serving" and "protecting" their own "financial crimes" interest by mislead the public and the legislature, using a "modus operandi" that combines "gross negligence" with "creating fraudulent paper-trails" as their "affirmative defenses."

As you already know, for the reasons cited above and in my previous correspondence to you sent on 12/15/17, you four – Jerry Lebut, Beverly Buritz, Bill Schuette, and Sally Talberg – were "served" by a 3rd Party Notary Witness, with an accompanying 12-page "Notice of Liability Regarding Trespassing Technology," as self-executing contract by which "silence is acquiescence, agreement and dishonor." That 12/15/17 package sent to you by that "notary witness" also included a 3-page attachment of an additional sworn and notarized "Affidavit." Given that you all have acquiesced in consent, agreement and dishonor of that self-executing contract by your silence, I have included herein along with this instant cover letter my "Notice of Fault and Final Opportunity to Cure" as found in accompaniment of this letter and the Cashier's Check for \$171.97.

Again, should you wish to refute anything in the above, or in the above-referenced "Criminal Complaint and Ledger of Damages" (dated 11/13/17) or previous letter (dated 12/12/17 and mailed 12/15/17), or in the previously-sent "Notice of Liability Regarding Trespassing Technology" or its accompanying sworn and notarized "Affidavit" dated 12/15/17, then **you need to provide your rebuttals in writing also as sworn and notarized statements of countermanding facts supported by your evidence to the contrary of mine.**

Respectively,



Check original was sent in the amount of \$171.97 was sent with the "enclosures" via "**certified**" mail delivery to DTE Energy "Operations Supervisor" Beverly Buritz at the address indicated above.

Certified Mail #: 7014-2120-0000-4818-2767

Enclosures:

- "Cashier's Check" in the amount of \$171.97 tendered under conditions of David Schied being "*under duress and terrorist threat*"
- 3-page sworn and notarized "Notice of Fault and Final Opportunity to Cure" signed by Notary Public, EDWIN VICTOR NASSAR: (Notary Public Attachment).