

BY: /s/James T. Mellon (P23876)

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DATED: June 22, 2015

NOTICE OF APPEARANCE

TO: ALL ATTORNEYS OF RECORD

PLEASE TAKE NOTICE that we have this date entered our Appearance as attorneys in the above-captioned matter for Defendant MMRMA.

MELLON PRIES, P.C.

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DAVID SCHIED, an individual

Plaintiff,

vs.

Case No. 2:15-cv-11840

Judge Sean F. Cox

Magistrate Judge Michael Hluchaniuk

KAREN KHALIL; CATHLEEN DUNN;
JOSEPH BOMMARITO; JAMES TURNER;
DAVID HOLT; JONATHAN STRONG; POLICE
OFFICER BUTLER; JOHN SCHIPANI; REDFORD
TOWNSHIP POLICE DEPARTMENT; REDFORD
TOWNSHIP 17TH DISTRICT COURT; TRACEY
SCHULTZ-KOBYLARZ; CHARTER TOWNSHIP
OF REDFORD; CHARTER COUNTY OF WAYNE,
MICHIGAN MUNICIPAL RISK MANAGEMENT
AUTHORITY; THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA; AMERICAN
INTERNATIONAL GROUP, INC; DOES 1-10.

Defendants.

DAVID S. SCHIED

In Pro Per

P.O. Box 1378

Novi, MI 48376

(248) 974-7703

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MMRMA'S MOTION TO DISMISS IN LIEU OF ANSWER

NOW COMES Defendant MICHIGAN MUNICIPAL RISK
MANAGEMENT AUTHORITY ("MMRMA"), by and through its attorneys,

Mellon Pries
2150 Butterfield Dr.
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Troy, MI 48084

248-649-1330

Mellon Pries P.C., and for its Motion to Dismiss in Lieu of Answer, pursuant to Fed. R. Civ. P. 12(b)(1) and/or 12(b)(6), states as follows:

1. Plaintiff initially instituted this action on or about May 21, 2015 by filing a Complaint. (Dkt #1).

2. MMRMA was served on June 10, 2015.

3. MMRMA submits this Motion in lieu of answering, as permitted by Fed. R. Civ. P. 12(a)(4).

4. The Complaint, allegedly brought as a civil rights action, pursuant to 42 U.S.C. 1983 and 1985, seeks damages of \$150,000,000.00 for alleged malicious trespass/false imprisonment, Constitutional violations (Amend. I; IV; XIV), various Civil Rights Violations, whereby Plaintiff makes a Demand for Declaratory Relief and Demand for Injunctive Relief.

5. MMRMA is a group self-insurance pool created by intergovernmental contract pursuant to M.C.L. 124.1, *et seq.*

6. MMRMA is neither an insurance company nor an insurer and its business does not constitute the doing of an insurance business as specifically stated in M.C.L. 124.6.

7. Redford Township ("Redford") is a Member of MMRMA.

8. Redford entered into an intergovernmental contract with other Members of MMRMA; as a Member of MMRMA, Redford secured certain coverage as set forth in the Coverage Document. *where is it?*

9. While Plaintiff seeks a declaratory judgment, Plaintiff does not seek a declaratory judgment as to MMRMA's Coverage obligation, and, indeed, at present, there is no dispute between MMRMA and its Member, Redford. (Dkt #1, ¶¶104-116).

10. Ostensibly, Plaintiff alleges:

- a. He attended the 17th District Court, located in Redford, Michigan, as "a peaceful observer" and not as a party to a case (Dkt #1, ¶¶24-25);
- b. Plaintiff, while seated in the Court's public gallery, was not subject to the personal or subject matter of the 17th District Court (Dkt #1, ¶¶33);
- c. He was held in contempt of court by the 17th District Court, and sentenced to 30 days confinement (Dkt #1, ¶¶99); and
- d. Plaintiff's being held in contempt of court and confined pursuant to that order of contempt violated his 1st and 14th Amendment rights.

11. Plaintiff is apparently part of what has been dubbed the "sovereign citizen" movement, by various United States Courts of Appeal and District Courts, as evidenced by:

- a. His allegations related to the various Defendants "own government charter(s) and mandates" (Dkt #1, ¶27);

- b. His allegations related to the need to obtain "sworn affidavits" (Dkt #1, ¶29);
- c. Ongoing lawsuits with various local government officials (Dkt #1, ¶31);
- d. His denial of the authority of the courts (Dkt #1, ¶33);
- e. His references to alleged violation of the oath of office taken by local government officials (Dkt #1, ¶35);
- e. Taking umbrage at the customary signs of respect shown the judicial process, such as rising and being seated as the Judge or Jury enter and exit the courtroom (Dkt #1, ¶36-37);
- f. Improper, incorrect, or irrelevant usage of various legal concepts, such as "Clearfield Doctrine," "State-Created Danger Doctrine," "privileges and immunities," "crime victim protections," "whistleblower," "racketeering," "human trafficking," as well as case law citations (Dkt #1, ¶¶9, 71, 107-110, 112, 114, 120, 133, 169, 175);
- g. Reference to "American natural citizens," (Dkt #1, ¶119);
- h. A signature block stating, "all rights reserved" (Dkt #1, Pg ID 51);
- i. An affidavit used in support, which is signed, "All Rights Reserved, UCC 1-207 & 3-402-b" (Dkt #1, Pg ID 57).

12. Plaintiffs allegations against MMRMA, in total, read as follows:

- a. MMRMA was somehow responsible for the actions of the personnel staffing the 17th District Court:
 - i. "Defendants referenced as public functionaries bailiffs, court officers, court employees and police officers, demonstrate that Defendants were not properly screened for adequate training from their time of hire and

placement by Defendant 17th District Court, by ... Defendant MMRMA" (Dkt #1, ¶ 62);

- ii. "The acts of all Defendants referenced as public functionaries bailiffs, court officers, court employees and police officers, demonstrate that Defendants did not receive proper ongoing education and training in constitutional issues and the rights of the general public by..... Defendant MMRMA" (Dkt #1, ¶ 63);

b. That the alleged conduct of the *other* Defendants, not MMRMA, including:

- i. 14th Amendment substantive due process violations;
- ii. 14th Amendment procedural due process violations;
- iii. 14th Amendment unlawful seizure prohibition violations;
- iv. 1st Amendment right to assembly, free speech, and religion violations
- iv. 14th Amendment equal protection violations;

"create an 'assumed liability' by Defendants Wayne County and Redford Township, and a 'legal obligation to pay' by Defendant MMRMA..., as the insurance providers for, minimally, bodily injury, tort, errors and omissions liability, and terrorism. As such, Defendants MMRMA ... are under contract to 'defend any claim or suit' against those they insure" (Dkt #1, ¶¶ 138, 146, 153, 160, 172), even though Plaintiff, at present, has no judgment against Redford, there is no present dispute between Redford and MMRMA regarding the duty to defend or indemnify, and Plaintiff's own "Demand for Relief" does not request a coverage determination (Dkt #1, Pg ID 48-50).

13. MMRMA, a group self-insurance pool, is not authorized to carry out

any court function, to participate in any court staffing decisions, to carry out any law enforcement function, or to train any court or law enforcement personnel.

M.C.L. 124.5 (authorizing the creation of a group self-insurance pool "to provide

for joint or cooperative action relative to their financial and administrative resources for the purpose of providing to the participating municipal corporations risk management and coverage for pool members and employees of pool members, for acts or omissions arising out of the scope of their employment," not for the provision of legal or law enforcement functions.

14. MMRMA is not a state actor, nor do any of its actions constitute state action.

15. At the time of the incident, there was a contract between Redford and MMRMA, however:

- a. Plaintiff is not a party to that contract;
- b. Plaintiff is not an intended beneficiary of that contract (M.C.L. 600.1405); and
- b. Plaintiff has not obtained any judgment or other legal agreement obligating Redford to pay Plaintiff any amounts which would be covered by MMRMA, or even amounts which would not be covered by MMRMA!

16. Plaintiff lacks standing to bring an action against MMRMA to pay benefits, on behalf of Redford, as Plaintiff lacks standing to bring any suit based on a contract between Redford and MMRMA.

17. Pursuant to Eastern District Local Rule 7.1(a), concurrence in the relief sought was requested from Plaintiff Schied in a telephone conversation on

June 2, 2015,¹ wherein Counsel for MMRMA pointed out to Mr. Schied that he has alleged no direct cause of action against MMRMA and further, that his claims against MMRMA are misguided and premature, however, Mr. Schied refused to concur in the relief requested.

18. Schied's claims against MMRMA are frivolous, and thus in violation of Fed. R. Civ. P. 11(b); MMRMA is pursuing costs and sanctions incurred as a result of having to defend this utterly frivolous suit.

19. Mr. Schied is a frequent litigant in the federal courts (**Exhibit A**).

20. All of Mr. Schied's attempts at litigation have been subject to dismissal and/or summary disposition:

- a. *Schied v. Davis*, Case No. 08-cv-10005 (E.D. Mich., Jul. 1, 2008) (**Exhibit B**);
- b. *Schied v. Daughtrey*, Case No. 08-cv-14944 (E.D. Mich., Mar. 25, 2009) (**Exhibit C**);
- c. *Schied v. Ward*, Case No. 09-cv-12374 (E.D. Mich., Dec. 22, 2009) (**Exhibit D**);
- d. *Schied v. Snyder*, Case No. 09-cv-11307 (E.D. Mich., Jan. 22, 2010) (**Exhibit E**);
- e. *Schied v. Cleary*, Case No. 2:10-cv-10105 (E.D. Mich., Dec. 28, 2010) (**Exhibit F**);
- f. *Kraus ex rel. Schied v. Nielsen*, Case No. 2:12-cv-12791 (E.D. Mich., Jul. 6, 2012) (**Exhibit G**).

¹ MMRMA was aware of the filing of this case prior to being served.

WHEREFORE, for all these reasons, and for those in the accompanying brief, MMRMA requests this Honorable Court enter an Order dismissing MMRMA from this action for failure to state a claim upon which relief can be granted, and awarding costs and attorney fees wrongfully incurred by MMRMA as a result of having to defend this frivolous suit.

MELLON PRIES P.C.

/s/ James T. Mellon (P23876)

JAMES T. MELLON (P23876)

Attorney for MMRMA

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DATED: June 22, 2015

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EXHIBIT A



All Court Types Party Search
Tue Jun 2 12:55:45 2015
13 records found

User: mm3544
Client: 22870
Search: All Court Types Party Search Name schied, david Sixth Circuit Page: 1

Bankruptcy Results

Party Name ▼	Court	Case	Ch	Date Filed	Date Closed	Disposition
1 Schied, David S. (db)	ohnbke	<u>1:02-bk-23822</u>	7	12/05/2002	04/04/2003	Standard Discha

Civil Results

Party Name ▼	Court	Case	NOS	Date Filed
2 Schied, David (pla)	miedce	<u>2:2010-cv-10105</u>	442	01/12/2010
3 Schied, David (pla)	miedce	<u>5:2009-cv-11307</u>	440	04/08/2009
4 Schied, David (pla)	miedce	<u>2:2008-cv-10005</u>	440	01/02/2008
5 Schied, David (pla)	miedce	<u>2:2015-cv-11840</u>	360	05/21/2015
6 Schied, David (pla)	miedce	<u>2:2008-cv-14944</u>	890	11/26/2008
7 Schied, David (pet)	miedce	<u>2:2012-cv-12791</u>	530	06/26/2012
8 Schied, David (pla)	miedce	<u>2:2009-cv-12374</u>	440	06/19/2009

Appellate Results

Party Name ▼	Court	Case	NOS	Date Filed
9 Schied, David (pty)	06cae	<u>08-1879</u>	3440	06/30/2008
10 Schied, David (pty)	06cae	<u>08-1895</u>	1	07/08/2008
11 Schied, David (pty)	06cae	<u>10-1045</u>	3440	01/13/2010
12 Schied, David (pty)	06cae	<u>10-1176</u>	3440	02/17/2010
13 Schied, David (pty)	06cae	<u>12-1979</u>	3530	08/02/2012

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User mm3544

Client 22870

Description All Court Types Party Search

Name schied, david Sixth Circuit Page: 1

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