

Lisa Strocher O'Hendon
1331 5th St NE
Rochester, Minn 55906

2015.04.03
INFORMATION:
REPORT to Investigating Official
RE: HOUSTON COUNTY
PATTERN, PRACTICE, CULTURE

To Attorney General, et. al.
Legislative Auditor
Dept Human Rights

HOUSING-VIOLATIONS
IMPROPER TRAINING

I am aware of a pattern and practice
by landlords w/in the 3rd Judicial
district engaged in Breach of 504 B and
civil rights and abuse of legal process as
a means and method of business
operation. Minnesota Housing Authorities
ARE CORRUPT ABSOLUTELY and they believe
that Minnesota Supreme Court will aid,
further, and protect criminal violations
against tenants because SHE DOES
this w/ PATTERN & PRACTICE
We waited to report for CAUSE OF
PREDATORY RETALIATION-SYSTEMATIC L.

DEMAND: FORWARDED TO PROPER AUTHORITY
These girls refuse to pursue
because they are terrified of
local retaliation from attorneys,
landlord, unknown property owner -

I allege City of Calidonia owns
this property →

Now My landlord is also
retaliating against our family -

J & L Properties →

HOUSING GUILTS -

To commit serial violations
and systematic theft of property
of for by through LORI GILDEA

||
~

BROADCAST REPORT

4-03-2015

TIME : 03/25/2013 09:41PM
 NAME : LISA O'HANLON
 FAX : 5072891172
 SER.# : U62901H1F312921

PROOF OF REPORTING

PAGE(S)

48

DATE	TIME	FAX NO./NAME	DURATION	PAGE(S)	RESULT	COMMENT
03/25	09:11PM	MN ATTNY GENERAL	06:58	48	OK	ECM
03/25	09:18PM	LEG AUDITOR	08:17	48	OK	ECM
03/25	09:27PM	MN HUMAN RIGHTS	14:08	48	OK	

BUSY: BUSY/NO RESPONSE
 NG : POOR LINE CONDITION
 PC : PC-FAX
 NOT TX: SPEED DIAL CHANGED.

REPORT & INFORMATION

RE : LANDLORD/TENANT DISPUTE
 CITY OF CALEDONIA

State of Minnesota
Houston County

District Court
Third District

Court File Number

28-CV-
and
28-CV-

**VERIFIED & SWORN STATEMENT
OF FORMAL OBJECTIONS;
PLAINTIFF DOES NOT APPEAR, et. al.**

West Main Townhomes of Caledonia, LP
(Fictitious¹/Improper) Plaintiff

3105 1st ST. S. STE 107
St. Cloud, MN 56301

vs.

JANE DOE, consumer tenant
and on behalf of minor sons and daughter
and on behalf of all those similarly situated,

JANE'S MOM
acting on behalf of *JOHN DOE*
disabled consumer tenant
and on behalf of all those similarly situated,

ADDRESS
Caledonia, MN 55921

1 18 U.S. Code § 1342 - Fictitious name or address

Whoever, for the purpose of conducting, promoting, or carrying on by means of the Postal Service, any scheme or device mentioned in section 1341 of this title or any other unlawful business, uses or assumes, or requests to be addressed by, any fictitious, false, or assumed title, name, or address or name other than his own proper name, or takes or receives from any post office or authorized depository of mail matter, any letter, postal card, package, or other mail matter addressed to any such fictitious, false, or assumed title, name, or address, or name other than his own proper name, shall be fined under this title or imprisoned not more than five years, or both.

2015.03.16 FORMAL OBJECTIONS AND STATEMENT OF ISSUES FOR DETERMINATION

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SWORN & VERIFIED STATEMENT OF FORMAL OBJECTIONS

I, JANE DOE, am over 18 years of age and of sound mind, and having personal knowledge of the following facts, and being fully competent to testify, now make this sworn statement of facts and good faith intention and for the record and for a court of competent jurisdiction and I verify, acknowledge, and affirm the following statements and allegations and objections and as follows:

JANE DOE and JOHN DOE now make these FORMAL OBJECTIONS AND POINTS OF ISSUE and with regard to the February 9, 2015 filing of this Eviction Action Complaint on and for the record and on grounds as follows:

1. Landlord² swears before this court that he is in compliance with Covenant 504B.181 and when at all times this is never true³.
2. Landlord has stated to the court that conditions were precedent to file this Eviction Action Complaint under Minn. Stat. 504B.321 and when it was never true.

ISSUE: THE IDENTITY OF THE "LANDLORD" HAS BEEN IN QUESTION.

3. Rule 17, 19; TRUE PLAINTIFF⁴ DOES NOT APPEAR, et. al.

² 504B.001 Subd. 7.Landlord.

"Landlord" means an owner of real property, a contract for deed vendee, receiver, executor, trustee, lessee, agent, or other person directly or indirectly in control of rental property.

- 3 Counter-Claim Plaintiff asserts and states that AT NO TIME was proper NOTICE presented pursuant to Minnesota Rules of Civil Procedure or Minn. Stat. 504B.

Thirty (30) day NOTICE was required pursuant to the facts and the law of this particular matter. See further Sworn Statements regarding the ISSUE of IMPROPER NOTICE dated March 3, 2015 and March 16, 2015 attached and incorporated herein. No language requirements were present and timing was violated repeatedly with regard to the NOTICE ISSUES in the above entitled matters.

⁴ 333.06 PLEADING FAILURE TO FILE CERTIFICATE; COSTS.

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4. FORMAL OBJECTION TO SWORN COMPLAINT;
 5. NO PERSONAL FIRST HAND KNOWLEDGE;
 6. INSUFFICIENT COMPLAINT
 7. See image below showing boxes checked and from original Complaint in the above entitled matters and showing the FIRST ISSUE raised by Countr-Claim Plaintiffs JANE DOE and JOHN DOE
3. Landlord having present right of possession of said property, has complied with Minn. Stat. §504B.181 by:
- a. disclosing to the tenant either in the rental agreement or otherwise in writing prior to beginning of the tenancy the name and address of:
 - i. the person authorized to manage the property AND
 - ii. a landlord or agent authorized by the landlord to accept service of process and receive and give receipt for notices and demands, AND
 - b. posting in a conspicuous place on the property a printed or typewritten notice containing the above information
Common Area, OR Where Posted
 - c. the above information was known by the tenant not less than 30 days before the filing of this action because:
Notified Upon Move In.

Very brief discussion on three points directly from the Complaint and as follows:

POINT 3 a.

8. While it is possible that the actual and proper information may have been provided to JANE DOE and JOHN DOE and on August 1, 2008;
9. August 1, 2008 Counter-Claim Plaintiff's signed a Lease⁵ with Essence Property Management,

If any person conducting a business contrary to the terms of sections 333.001 to 333.06 shall, prior to the filing of the certificate therein prescribed, commence a civil action, including an action to recover possession of real property in any court of this state on account of any contract made by, or transaction had on behalf of the business, the defendant may plead such failure in abatement of the action; and all proceedings had in the action shall thereupon be stayed until the certificate provided for by sections 333.001 to 333.06 is duly filed, and if the defendant prevails in the action, the defendant shall also be entitled to tax \$250 costs, in addition to such other statutory costs as may be allowed by law, and, if the defendant does not prevail in the action, the defendant shall be entitled to deduct \$250 from the judgment otherwise recoverable therein and if a judgment for money is not otherwise recoverable therein, the defendant shall be entitled to tax \$250 costs. If such a person defends against a civil action, the plaintiff shall be entitled to tax \$250 costs, regardless of which party prevails upon the merits.

5504B.001 Subd. 8. Lease.

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Inc.

10. It is unclear whether these parties are relevant to this agreement, and therefore

11. SUCCESSOR⁶ IS UNIDENTIFIED; and

12. The statement demonstrates that the Landlord admits noncompliance with Minn. Stat. 504B.181

- 504B.181 LANDLORD OR AGENT DISCLOSURE.
 - 504B.181 Subdivision 1. Disclosure to tenant.
 - There shall be disclosed to the residential tenant either in the rental agreement or otherwise in writing prior to commencement of the tenancy the name and address of:
 - (1) the person authorized to manage the premises; and
 - (2) the landlord of the premises or an agent authorized by the landlord to accept service of process and receive and give receipt for notices and demands.

POINT 3 b.

13. Plaintiff asserts in this Complaint that “the above information” is located in a “COMMON AREA”.

14. The “above information” is:

- the person⁷ authorized to manage the property; AND
- a landlord or agent authorized by the landlord to accept service of process and receive and give receipt for notices and demands, AND

POINT 3 c.

15. Complaint states that above information was known by the tenant not less than 30 days before

"Lease" means an oral or written agreement creating a tenancy in real property.

6 504B.181 Subd. 6.Successors. This section extends to and is enforceable against any successor landlord or individual to whom rental payments for the premises are made.

7 504B.001 Subd. 10.Person. "Person" means a natural person, corporation, limited liability company, partnership, joint enterprise, or unincorporated association.

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the filing of this action because: the blank is filled in with the following statement → **Notified Upon Move In.**

16. Again Counter-Claim Plaintiff will reiterate for the court that while it is possible that the actual and proper information may have been provided to ~~SAN E DOE~~ and ~~JOHN DOE~~ and on August 1, 2008; it is clear that those parties are no long relevant to this agreement.
17. At the time of filing this Complaint ~~SAN E DOE~~ could not discover the true identity of the Landlord.
18. These are a series of false and misleading statements in the Complaint before the court.

YOU WILL TAKE JUDICIAL NOTICE:

19. **THE NAME AND ADDRESS OF THE AFFIANT ON THIS COMPLAINT IS NO ONE WHO IS INVOLVED WITH THIS CASE AT ALL.**
20. **The AFFIANT has made no sworn Verification under Rule 11 or Minn. Stat. Chapter 549.**
 - See image excerpt from complaint and/or actual complaint:

I am the agent in this action, that I have read the complaint and that it is true to the the military service of the United States, to the best of my information and belief.

Signature (Sign only in front of notary public or court administrator)

Name: Nicole Abramovitz

Address: 6009 Wayzata Boulevard, Suite 223

City/State/Zip: St. Louis Park, MN 55416

Telephone: 952-593-0973

28 - CV -
CPCIV
Complaint - Civil
294981



FILED

FEB - 9 2015

COURT ADMINISTRATOR
HOUSTON COUNTY, MN

Further GROUNDS FOR FORMAL OBJECTION with regard to this POINT OF ISSUE;

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21. After reading Summons and Complaint, I realized that the name of the company suing us, West Main Townhomes of Caledonia, LP did not match the name of the company I have been paying my rent to for several years – West Main Terrace Townhomes.
22. Upon this realization I began to investigate the legal name of the company and persons responsible for providing the proof that this was a legal eviction, and I was dealing with legal entities⁸.
23. Due to names⁹ and addresses of persons in management responsible for receiving service of process never being named in writing to myself or on premises, I spent many hours researching who is legally responsible for the actions of persons making false statements in order for the company to illegally proceed in the eviction process.
24. I learned while reading Summons and Complaint, that the company I am being sued by has now claimed to be a limited partnership, using a different business name than they had disclosed to myself, on the property, and to the public in local advertising prior to this case.
25. Information obtained from telephone calls made to the City of Caledonia, the Minnesota Secretary of States Office, the Houston County Recorder, and the Houston County Tax Assessor, gives me further reason to believe they have been deceitful and are engaged unlawful business practices.
26. The company's lack of disclosing the proper contact information to the individuals they serve is an indication of intention to avoid accountability for illegal acts that the business is responsible for.

⁸ 504B.181 Subd. 3. Service of process.

If subdivisions 1 and 2 have not been complied with and a person desiring to make service of process upon or give a notice or demand to the landlord does not know the name and address of the landlord or the landlord's agent, as that term is used in subdivision 1, then a caretaker or manager of the premises or an individual to whom rental payments for the premises are made shall be deemed to be an agent authorized to accept service of process and receive and give receipt for notices and demands on behalf of the landlord. In case of service of process upon or receipt of notice or demand by a person who is deemed to be an agent pursuant to this subdivision, this person shall give the process, notice, or demand, or a copy thereof, to the landlord personally or shall send it by certified mail, return receipt requested, to the landlord at the landlord's last known address.

⁹ 116S.03 Corporate Personnel and 317A.115 Corporate Names

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ISSUE: PLAINTIFF CANNOT MAINTAIN THE ACTION HE HAS FILED

27. I would FURTHER OBJECT upon the grounds that the “Landlord” lacked grounds to file any “eviction¹⁰” action as he clearly cannot meet the defenses and has requested continuance and further leave of court.
28. Plaintiff is in standing violation of 504B.181 Subd. 4. Information required for maintenance of action.
- Except as otherwise provided in this subdivision, no action to recover rent or possession of the premises shall be maintained unless the information required by this section has been disclosed to the tenant in the manner provided in this section, or unless the information required by this section is known by or has been disclosed to the tenant at least 30 days prior to the initiation of such action.

ISSUE: INCOMPLETE FILING; NO LEASE ATTACHED TO FILING;

29. Landlord does not file any copy of the Lease with his action as is required pursuant to Chapter 504B.

ISSUE: MALICE; STATEMENT TO THE COURT THAT NOTICE IS PROPER WHEN AT ALL TIMES IT IS NEVER TRUE

30. PATTERN AND PRACTICE OF NOTICE¹¹ VIOLATIONS;

10 504B.001 Subd. 4. Evict or eviction.

"Evict" or "eviction" means a summary court proceeding to remove a tenant or occupant from or otherwise recover possession of real property by the process of law set out in this chapter.

11 §504B.135 TERMINATING TENANCY AT WILL.

(a) A tenancy at will may be terminated by either party by giving notice in writing. The time of the notice must be at least as long as the interval between the time rent is due or three months, whichever is less.

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31. NOTICE rules and standards are being willfully violated by the Landlord and with the purpose to achieve an unjust result¹².
32. See EXHIBIT # 5 and EXHIBIT #6.
33. I have been fearing going to my mailbox since and because of the assault and barrage of illegal notices and harassing letters, which have been being placed inside by the Landlord, who on more than 50 Occasions has done these badgering and harmful activities.
34. More often than not, Landlord was armed and in police uniform while delivering documents.
35. I had been throwing these NOTICE documents away because I found them to be upsetting and I did not previously understand that they were evidence of VIOLATIONS.

ISSUE: ALLEGATIONS OF MALICE; ATTEMPTING TO SECURE DEFENSES TO ESCROW ACTION AHEAD TIME

36. I OBJECT to any further proceedings unless and until the "landlord" positively identifies himself and a true agent; and
37. I would FURTHER OBJECT upon the grounds of the weight of the numerous and cumulative VIOLATIONS in this matter; and
38. I FORMALLY ASSERT that these FACTS are grounds for complete dismissal and SANCTIONS pursuant to Minn. Stat. 549.211.
39. JANE DOE and JOHN DOE have a perfect defense to the Plaintiff's action; and further
40. We allege that Landlord is engaged in predatory relation¹³.

(b) If a tenant neglects or refuses to pay rent due on a tenancy at will, the landlord may terminate the tenancy by giving the tenant 14 days notice to quit in writing.

12 See attached and incorporated Sworn Statement of JANE DOE and dated March 03, 2015; page 3-4, items #15 and through #32.

See also EXHIBIT #5 and EXHIBIT #6 which are examples of the Three-Day-Notice documents being placed in my U.S. Mailbox by the Landlord's agents.

13 504B.285 Subd. 2. Retaliation defense.

It is a defense to an action for recovery of premises following the alleged termination of a tenancy by notice to quit for the defendant to prove by a fair preponderance of the evidence that:

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41. JANE DOE and JOHN DOE meet every lawful defense¹⁴ to this action; and Landlord was aware of this fact before he filed the action.
42. Numerous attempts and efforts toward reporting and demands for corrective action were made and ignored¹⁵.
43. Rent has been immediately secured by the Administrator in the Counter-Claim Escrow action now filed by JANE DOE and JOHN DOE in the above entitled matters.
44. Efforts of JANE DOE and JOHN DOE have been shown to be in good faith; partial rent payments were made and proof of such is before the court¹⁶ and causing tenancy to be restored

(1) the alleged termination was intended in whole or part as a penalty for the defendant's good faith attempt to secure or enforce rights under a lease or contract, oral or written, under the laws of the state or any of its governmental subdivisions, or of the United States; or

(2) the alleged termination was intended in whole or part as a penalty for the defendant's good faith report to a governmental authority of the plaintiff's violation of a health, safety, housing, or building code or ordinance.

14 504B.291 EVICTION ACTION FOR NONPAYMENT; REDEMPTION; OTHER RIGHTS.

<https://www.revisor.mn.gov/statutes/?id=504B.291>

504B.285 EVICTION ACTIONS; GROUNDS; RETALIATION DEFENSE; COMBINED ALLEGATIONS.

<https://www.revisor.mn.gov/statutes/?id=504B.285#stat.504B.285.5>

15 EXHIBIT # 5 Excessive "Three-Day-Notice" Documents;
EXHIBIT # 5 NOTES

1. THREE DAY "NOTICE" placed in my U.S. Mail box and dated October 13, 2014.
2. THREE DAY "NOTICE" placed in my U.S. Mail box and dated January 08, 2015.
3. I have thrown over 50 of these "NOTICES" away because they are upsetting and I did not previously realize or understand that they were evidence. See my sworn statement attached and incorporated and dated March 03, 2015, #16.

EXHIBIT # 6 Notice placed in door; with my objections noted.

16 See EXHIBIT #2: Cancelled Checks demonstrating partial rent payments are accepted and cashed in the amount of \$187.50 for months as follows:

5. 2014.11.03 - \$187.50
6. 2014.12.04 - \$187.50
7. 2014.10.16 - \$50.00; Late Fee

EXHIBIT # 2 NOTES:

1. See Sworn statement 2015.03.03 page 5 items #34 - #38 et. al.

Further see EXHIBIT #3 January 26, 2015 check written; and February 18, 2015 Check is returned. Landlord is attempting to create conditions or elements to meet the grounds for an eviction action when at all times grounds and cause do not exist.

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28-CV- [redacted] and 28-CV- [redacted]

upon that payment and pursuant to Minn. Stat. 504B.291 Subd. 1a.

ISSUE: BAD FAITH REFUSAL TO DEAL, NEGOTIATE, LITIGATE, OR SETTLE

45. ATTORNEY FOR THE RECORD stated prior to court 2015.03.03 that the Landlord "just wants you out of there."
46. ~~SANEODE~~ was previously unaware of the procedures under Rule 67 and as soon as she became made aware of them she engaged in compliance with that procedure and Minnesota laws.
47. As ~~SANEODE~~ familiarizes herself with the Minnesota law it is clear that the Landlord is acting with predatory intent; he has been attempting to establish the defenses under Minn. Stat. 504B.415 and
48. Landlord has done this PRIOR to filing this unlawful legal action.
49. On or about the first week of December 2014 tenant¹⁷ reported to Essence Property Management (upper-management) with complaints of Jackie and T.J.'s behaviors including:
1. harassment, and
 2. lack of communication and
 3. Inaction; refusal to complete requested repairs after several months of phone calls, letters, and in-person communication of issues.
50. The following day, at approximately 10 a.m., T.J. Came to my residence, without notice, requesting to see the mold¹⁸ in my bathroom.

¹⁷ 504B.001 Subd. 12. Residential tenant.

"Residential tenant" means a person who is occupying a dwelling in a residential building under a lease or contract, whether oral or written, that requires the payment of money or exchange of services, all other regular occupants of that dwelling unit, or a resident of a manufactured home park.

504B.001 Subd. 13. Tenancy at will.

"Tenancy at will" means a tenancy in which the tenant holds possession by permission of the landlord but without a fixed ending date.

¹⁸ Landlord has sprayed bleach over the mold and considers this to be a long term solution. This is unacceptable. Tenant was told to clean the area with bleach and water and the mold keeps returning because it is inside the wall.

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28-CV-~~1234~~ and 28-CV-~~5678~~

51. I informed Landlord's agent that I had to leave but that he could enter the unit¹⁹ and take care of what he needed, but that if he needed me for anything I would be back in three hours due to my appointment 60 miles away, at 11:00 a.m.
52. T. J. became immediately upset, stating his knowledge and disgust of my report to upper-management the day prior, and then walked away with no other words between us.
53. I returned to my home 3 hours later and noticed a letter in my door, dated and including time of delivery stamped at 10:10 a.m., ten minutes after T.J. and tenants encounter.
54. The letter stated that they had tried to contact me at my home but I would not answer the door, among other FALSE AND MISLEADING STATEMENTS of my words and actions.
55. This behavior was common from Jackie and T.J., as I had been victim to their harassment through letters and illegal notices left in my door and USPS mailbox, several times in their period of management.
56. On each occasion of receiving a letter, I made a call to both on-site landlord and upper-management, asking for an explanation of false contents in letters, not once did I receive a return call or explanation from either parties.
57. I had been throwing away the excessive bulk of documents that I had to support this behavior. I found the NOTICES to be upsetting²⁰ and therefore I did not save them as I did not understand that the Landlord was attempting to create elements for a legal action and prior to filing.
58. Landlord's agent was angry and accused me of "refusing" entry when no such thing was ever true.
59. At first I just thought he had anger and communication issues, but now I can see why he did

¹⁹ 504B.001 Subd. 11. Residential building.

"Residential building" means:

- (1) a building used in whole or in part as a dwelling, including single-family homes, multiple-family units such as apartments, and structures containing both dwelling units and units used for nondwelling purposes, and includes a manufactured home park; or
- (2) an unoccupied building which was previously used in whole or in part as a dwelling and which constitutes a nuisance under section 561.01.

²⁰ I was a least sophisticated consumer, believing and expecting the acts of my landlords to be legal and made in good faith.

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28-CV-1000 and 28-CV-1001

this, it is clear that his attorney had previously advised him to attempt to establish defenses to an action that he intended to file after the fact.

ISSUE: REPORTING²¹ & CREDIT REPORT is currently being requested and investigated.

60. This Counter-claim Plaintiff is concerned about FALSE and MALICIOUS REPORTING²² and possible or potential harm to her or to *JOHN DE*'s credit report or renting history.
61. Any reports must immediately be disclosed in order that I can review them for potential error.
62. Tenants and Tenant's Legal Guardian are concerned that the Unlawful Detainer action brought upon them will negatively impact their lives in the areas of background checks for future housing rental and employment opportunities.
63. Additional concerns include credit reports, bank loans, and other prejudices imposed on them due to being named the defendant in Eviction/Unlawful Detainer lawsuit.
64. Tenants demand evidence and proofs of lawful and proper procedure taken to ensure defendants names are never associated with this eviction action taken against them.

POINT OF ISSUE: CONSOLIDATION²³;

65. FACT: BURDEN OF PROOF HAS SHIFTED²⁴

21 504B.241 RESIDENTIAL TENANT REPORTS; DISCLOSURE AND CORRECTIONS.
<https://www.revisor.mn.gov/statutes/?id=504B.241>

504B.235 DEFINITIONS.

<https://www.revisor.mn.gov/statutes/?id=504B.235>

22 504B.241 RESIDENTIAL TENANT REPORTS; DISCLOSURE AND CORRECTIONS.

<https://www.revisor.mn.gov/statutes/?id=504B.241>

504B.235 DEFINITIONS.

<https://www.revisor.mn.gov/statutes/?id=504B.235>

23 504B.385 Subd. 8. Consolidation with an eviction action.

Actions under this section and eviction actions which involve the same parties must be consolidated and heard on the date scheduled for the eviction action.

24 504B.285 Subd. 2. If the notice to quit was served within 90 days of the date of an act of the tenant coming within the terms of clause (1) or (2) the burden of proving that the notice to quit was not served in whole or part for a retaliatory purpose shall rest with the plaintiff.

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YOU WILL TAKE JUDICIAL NOTICE:

- 66. Possession of the premises will not be an issue at the hearing²⁵;
 - 1. as Landlord cannot meet the defenses and
 - 2. Landlord has not filed any TIMELY ANSWER²⁶;

YOU WILL TAKE JUDICIAL NOTICE OF ANSWER AND COUNTER CLAIMS

- 67. SEE ANSWER of SANE DOE and JOHN DOE and dated March 3, 2015.
- 68. SEE STATEMENT OF VIOLATIONS dated March 16, 2015 and Sworn Statement of SANE DOE dated March 3, 2015.

POINT OF ISSUE: TIME

- 69. There has been ample and sufficient time for the Landlord to correct and repair violations; and
- 70. Landlord is attempting to evict SANE DOE and JOHN DOE as opposed to just doing his job and maintaining the covenant²⁷ and the property he is obligated to maintain.
- 71. Repairs have been needed and have been not being done for years ongoing.
- 72. Written notice and notice of all styles and types were provided to the Landlord prior to his filing this malicious and retaliatory action²⁸.

25 504B.385 Subd. 5(e) The notice of hearing must specify the amount the residential tenant has deposited with the court

26504B.401 (2) state that if at the time of the hearing a defense is not interposed and established by the landlord, judgment may be entered for the relief requested and authorized by sections 504B.381 and 504B.395 to 504B.471.

504B.411 ANSWER.

At or before the time of the hearing, the landlord may answer in writing. Defenses that are not contained in a written answer must be orally pleaded at the hearing before any testimony is taken. No delays in the date of hearing may be granted to allow time to prepare a written answer or reply except with the consent of all parties.

27 504B.161 subd 1,4, ; subd 2 Covenants of Landlord

28 504B.285 subd 2 (2) Retaliation

504B.411 in connection with

363.03 subd 2 2a Federal Housing Act because MN stat prohibits eviction in response to complaint of violation.

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YOU WILL TAKE JUDICIAL NOTICE:

73. The Landlord has requested and has been granted a CONTINUANCE pursuant to 504B.341 CONTINUANCE OF TRIAL.

ISSUE: ACCEPTABLE EVIDENCE OF VIOLATIONS:

74. This Counter-Claim Plaintiff cannot technically²⁹ proceed to trial because a material witness is not present, namely any housing-related neighborhood organization³⁰ pursuant to 504B.185 INSPECTION; NOTICE³¹.

29 YOU WILL TAKE JUDICIAL NOTICE OF POSSIBLE CHALLENGE TO STATUTE AND CONSTITUTIONAL VIOLATIONS AND IMPROPER STATUTE; POSSIBLE LEGISLATIVE ISSUE.

30 504B.001 Subd. 5. Housing-related neighborhood organization.

"Housing-related neighborhood organization" means a nonprofit corporation incorporated under chapter 317A that:

(1) designates in its articles of incorporation or bylaws a specific geographic community to which its activities are limited; and

(2) is formed for the purposes of promoting community safety, crime prevention, and housing quality in a nondiscriminatory manner.

For purposes of this chapter, an action taken by a neighborhood organization with the written permission of a residential tenant means, with respect to a building with multiple dwelling units, an action taken by the neighborhood organization with the written permission of the residential tenants of a majority of the occupied units.

31 YOU WILL TAKE JUDICIAL NOTICE THAT *SINCE* now makes this an ISSUE with the Minnesota Legislative Auditor as the Housing ISSUES facing the State of Minnesota since the Implementation of the "TEN YEAR PLAN TO END HOMELESSNESS" has led some Minnesotans to believe that there could have been intentional fraud written into the Minnesota Statutes by key PUBLIC OFFICERS who may or may not have made or been involved in bad housing investments and with the predatory intention of abusing the judiciary to TAKE AND KEEP properties by and through abuse of the civil legal process.

504B.341(b)

(1) states under oath that the defendant cannot proceed to trial because a material witness is not present;

(2) names the witness;

(3) states under oath that the defendant has made due exertion to obtain the witness;

(4) states the belief that if the continuance is allowed the defendant will be able to procure the attendance of the witness at the trial or to obtain the witness's deposition; and

(5) gives a bond that the plaintiff will be paid all rent that accrues during the pendency of the action and all costs and damages that accrue due to the adjournment.

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POINT OF ISSUE:

75. ~~JANE DOE~~ cannot secure any professional³² to do any official or certified investigation despite efforts to inquire at every local agency she can find, including the Houston County Public Health, the Houston County Department of Human Services, the Environmental and Zoning Department, or Caledonia City Hall.

1. THERE EXISTS NO SUCH ORGANIZATION IN HOUSTON COUNTY THAT I CAN FIND.
2. THIS IS AN INDICATOR; A RED FLAG; AND RAISES ISSUES OF CLASS;
3. THIS IS AN INDICATOR; A RED FLAG; AND RAISES ISSUES WITH THE MINNESOTA STATE LEGISLATIVE AUDITOR AND THE MINNESOTA ATTORNEY GENERAL.
4. If the statute's intent is to preclude these Counter-Claim Plaintiff's from utilizing or presenting any OTHER witness to these VIOLATIONS;
5. then there is fraud written into the Minnesota Law and we must investigate how and when it got there and
6. if it serves only the purpose of hindering potential tenant victims and while

32 504B.395 Subd. 6(2) a statement that a request for inspection was made to the appropriate state, county, or municipal department, that demand was made on the landlord to correct the alleged code violation, and that a reasonable period of time has elapsed since the demand or request was made.

504B.385 Subd. 6.Hearing.

The hearing shall be conducted by a court without a jury. A certified copy of an inspection report meets the requirements of rule 803(8) of the Minnesota Rules of Evidence as an exception to the rule against hearsay, and meets the requirements of rules 901 and 902 of the Minnesota Rules of Evidence as to authentication.

504B.001 Subd. 6.Inspector.

"Inspector" means the person charged by the governing body of the political subdivision in which a residential building is situated, with the responsibility of enforcing provisions of local law, the breach of which could constitute a violation as defined in subdivision 14, clause (1). If there is no such person, "inspector" means the county agent of a board of health as authorized under section 145A.04 or the chair of the board of county commissioners, and in the case of a manufactured home park, the state Department of Health or its designee.

2015.03.16 FORMAL OBJECTIONS AND STATEMENT OF ISSUES FOR DETERMINATION

28-CV-~~1~~ and 28-CV-~~1~~

7. providing an unfair advantage to any violating landlord;
8. it would appear at first blush that State of Minnesota has included "statutory authority" to provide a tortuous business advantage to the judiciary's paying customers, namely "landlords" in the State of Minnesota.

POINT OF ISSUE:

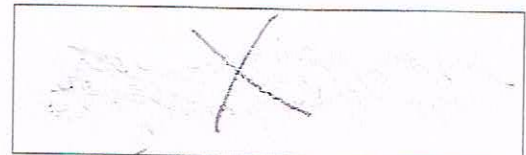
ESCROW, RENT, TRUE AND CORRECT ACCOUNTING, et. al.

See attached and incorporated STATEMENT OF ESCROW and RELEASE OF ESCROW.

Further see all documents and papers³³ served upon our adversary and filed with the Houston County district court Administrator with regard to the above entitled matters.

I declare, certify, verify, and state under penalty of perjury³⁴ under the laws of the United States of America that the foregoing is true and correct.

This Instrument was Executed, Acknowledged and Affirmed on March 16, 2015:



JANE DOE All rights reserved
ADDRESS . Ave #5
Caledonia, Minn 55921
PHONE

³³ See TABLE OF CONTENTS and STATEMENT OF VIOLATIONS and all accompanying papers; all ATTACHED AND INCORPORATED HEREIN.

³⁴ See 28 U.S.C. § 1746

2015.03.16 FORMAL OBJECTIONS AND STATEMENT OF ISSUES FOR DETERMINATION

28-CV-1512 and 28-CV-1513

This Instrument was Executed, Acknowledged and Affirmed on March 16, 2015:

[Faint signature]

JANE'S MDM
all rights reserved
ADDRESS
Caledonia, Minn. 55921
PHONE

State of Minnesota
Houston County

District Court
Third District

Court File Number

28-CV-
and
28-CV-

**VERIFIED & SWORN STATEMENT
OF ALLEGATIONS & VIOLATIONS**

West Main Townhomes of Caledonia, LP
(Fictitious/Improper) Plaintiff

3105 1st ST. S. STE 107
St. Cloud, MN 56301

vs.

JANE DOE consumer tenant
and on behalf of minor sons and daughter
and on behalf of all those similarly situated,

JANE'S MOM
acting on behalf of JOHN DOE
disabled consumer tenant
and on behalf of all those similarly situated,

ADDRESS AVE. APT. 5
Caledonia, MN 55921

SWORN STATEMENT OF ALLEGATIONS & VIOLATIONS

1 18 U.S. Code § 1342 - Fictitious name or address

Whoever, for the purpose of conducting, promoting, or carrying on by means of the Postal Service, any scheme or device mentioned in section 1341 of this title or any other unlawful business, uses or assumes, or requests to be addressed by, any fictitious, false, or assumed title, name, or address or name other than his own proper name, or takes or receives from any post office or authorized depository of mail matter, any letter, postal card, package, or other mail matter addressed to any such fictitious, false, or assumed title, name, or address, or name other than his own proper name, shall be fined under this title or imprisoned not more than five years, or both.

2015.03.16 STATEMENT OF ALLEGATIONS

28-CV- and 28-CV-

I, ~~JANE DOE~~ am over 18 years of age and of sound mind, and having personal knowledge of the following facts, and being fully competent to testify, now make this sworn statement of facts and good faith intention and for the record and for a court of competent jurisdiction and I verify, acknowledge, and affirm the following statements and allegations and objections and as follows:

~~JANE DOE~~ and ~~JOHN DOE~~ now make these ALLEGATIONS OF VIOLATIONS and STATEMENTS OF LOSS, HARM, and INJURY and with regard to specific acts and omissions surrounding the above entitled matters and the February 9, 2015 filing of this Eviction Action Complaint on and for the record and on grounds as follows:

CLARIFICATION ON EXISTING VIOLATIONS NEEDING REMEDY

VIOLATIONS HAVE OCCURRED.

1. AT ALL TIMES Landlord does not and cannot meet the DEFENSES under Minn. Stat. 504B.415².
2. **These violations did and do exist; Violations have occurred and are occurring.**

VIOLATIONS OF MINNESOTA LANDLORD and TENANT LAW

3. ALLEGATION: Landlord has been engaged in ONGOING AND CUMULATIVE REFUSAL TO DO EVEN MINIMAL³ REPAIRS OR MAINTANENCE;

2 504B.415 DEFENSES.

It is a sufficient defense to a complaint under section 504B.385 or 504B.395 that:

- (1) the violation or violations alleged in the complaint do not exist or that the violation or violations have been removed or remedied;
- (2) the violations have been caused by the willful, malicious, negligent, or irresponsible conduct of a complaining residential tenant or anyone under the tenant's direction or control; or
- (3) a residential tenant of the residential building has unreasonably refused entry to the landlord or the landlord's agent to a portion of the property for the purpose of correcting the violation, and that the effort to correct was made in good faith.

3 §504B.161 COVENANTS OF LANDLORD OR LICENSOR.

Subdivision 1. Requirements.

2015.03.16 STATEMENT OF ALLEGATIONS

28-CV-1116 and 28-CV-1116

4. **ALLEGATION:** Allowing weather inside unit⁴ for two winters, et. al. See attached and incorporated Sworn Statement of JANE DOE dated March 3, 2015.

1. JANE DOE adds that ice and snow were built up in the garage and snow was blowing into the hallway every time the door would open.

ISSUES REMEDIED:

5. Garage Door has been remedied and unit does not have cold wind blowing inside through that door anymore.
6. This repair was done directly prior to filing this malicious and retaliatory eviction action⁵.

ISSUES REMAINING:

7. Mold is not removed, specifically meaning that infected drywall must actually removed and replaced in order that the mold stops returning.
 1. JANE DOE is concerned about mold in the air and would like to have a professional test this for safety at the Landlord's expense. The reason for this is because JOHN DOE has a weakened immune system due to his injuries and it is our responsibility to keep him safe. Furthermore, three of my family members have been suffering chronic headaches and sore throats with runny nose and coughing which is not explained by and does not pass like normal colds or flu.

(a) In every lease or license of residential premises, the landlord or licensor covenants:

(1) that the premises and all common areas are fit for the use intended by the parties;

(2) to keep the premises in reasonable repair during the term of the lease or license, except when the disrepair has been caused by the willful, malicious, or irresponsible conduct of the tenant or licensee or a person under the direction or control of the tenant or licensee;

4 504B.161(3) to make the premises reasonably energy efficient by installing weatherstripping, caulking, storm windows, and storm doors when any such measure will result in energy procurement cost savings, based on current and projected average residential energy costs in Minnesota, that will exceed the cost of implementing that measure, including interest, amortized over the ten-year period following the incurring of the cost; and

5 504B.385 Subd. 11. Retaliation; waiver not allowed.

Section 504B.441 applies to proceedings under this section. The residential tenant rights under this section may not be waived or modified and are in addition to and do not limit other rights or remedies which may be available to the residential tenant and landlord, except as provided in subdivision 1.

2015.03.16 STATEMENT OF ALLEGATIONS

28-CV- [redacted] and 28-CV- [redacted]

8. New carpet is required to be installed.
9. New paint is required to be installed.
10. Stove needs repaired or replaced; three of the four burners do not work and the bottom burner on the oven does not work.
11. Weatherstripping needs to be replaced around doors and windows. Snow actually comes in under the door and pile up during times of weather.
 1. Additionally JANE DOE adds that an agent of the Landlord came by on Friday March 13, 2015 and stated that the front door needed to be replaced entirely. He also replaced the door knob locks while he was there.
12. Lightswitch covers need replaced and wiring needs covered.
13. Closet doors need repaired or replaced in two bedrooms.
14. FACT: These listed violations are the result of normal wear and not the result of any fault of JANE DOE or JOHN DOE
15. FACT: Efforts to remedy the violations were made in bad faith and directly prior to the filing of an unlawful legal action by the Landlord.

ISSUE AND PROGRESS ON REMEDY:

ALLEGATION: NO POSTING OF NOTICE AND ABUSE OF NOTICE⁶

16. Landlord has been in ongoing and direct violation of 504B.181 Subd. 2. Posting of notice.
 - (a) A printed or typewritten notice containing the information which must be disclosed under subdivision 1 shall be placed in a conspicuous place on the premises. This subdivision is complied with if notices posted in compliance with other statutes or ordinances contain the information required by this section.
 - (b) Unless the landlord is required to post a notice by section 471.9995, the landlord shall also place a notice in a conspicuous place on the property that states that a copy of the statement required by section 504B.275 is available from the attorney general to any

⁶ Abuse of Notice- MN Tenant bill of rights #5- Right to pay rent before landlord files eviction.

residential tenant upon request.

17. When I moved in there was a contact sheet posted but I don't recall every having examined it because I never had the need.
18. When I began to look for contact information for corporate management while I was having problems and again on or around mid-February 2015 there was no notice posted in the office.
19. At this point was when I realized that I actually had no idea who my landlord really was.
20. As a result I filed my escrow paperwork with the wrong true plaintiff because I didn't know who it was.
21. On or about March 1, 2015 there is now a sign posted again in the office stating, "PROFESSIONALLY MANAGED BY ESSENCE" and with contact information for West Main Townhomes; 103-1 North Gjere Avenue Caledonia, Minn; and lists Lisa Marvin, Management at 3601 18th St. South Suite 117 St. Cloud, Minnesota 56301.

YOU WILL TAKE JUDICIAL NOTICE:

22. JANE DOE has provided Sworn Testimony before the court rebutting the statements made within the Complaint.
23. See Sworn Statement of Violations dated March 16, 2015 and Sworn Statement of JANE DOE dated March 3, 2015.

THIS IS A DEMAND FOR EVIDENCE AND PROOF THAT THIS ACTION IS NOT SERVED FOR A RETALIATORY PURPOSE

24. **ALLEGATION:** Landlord is engaged in malicious and predatory RETALIATION⁷ &

⁷ 504B.441 RESIDENTIAL TENANT MAY NOT BE PENALIZED FOR COMPLAINT.

A residential tenant may not be evicted, nor may the residential tenant's obligations under a lease be increased or the services decreased, if the eviction or increase of obligations or decrease of services is intended as a penalty for the residential tenant's or housing-related neighborhood organization's complaint of a violation. The burden of proving otherwise is on the landlord if the eviction or increase of obligations or decrease of services occurs within 90 days after filing the complaint, unless the court finds that the complaint was not made in good faith. After 90 days the burden of proof is on the residential tenant.

<https://www.revisor.mn.gov/statutes/?id=504B.441>

REPRISAL⁸ and has filed an unlawful legal action⁹ and in direct response to JANE DOE having been making of a series of requests, complaints, and reports and regarding his BREACH OF DUTY, et. al.

25. Landlord has filed a legal action without cause¹⁰ against JANE DOE and JOHN DOE and which has served the purpose of exposing this pattern of activity.

26. Landlord has clearly indicated that he believes that the court will aid and further these acts of harassment¹¹ and violations of our civil rights, he appears to believe that's what the court is for¹².

8 325F.71 subd 2 Senior Citizens and Disabled Persons; Additional Civil Penalty for Deceptive Acts (disabled persons primary residence)

§363A.15 REPRISALS.

It is an unfair discriminatory practice for any individual who participated in the alleged discrimination as a perpetrator, employer, labor organization, employment agency, public accommodation, public service, educational institution, or owner, lessor, lessee, sublessee, assignee or managing agent of any real property, or any real estate broker, real estate salesperson, or employee or agent thereof to intentionally engage in any reprisal against any person because that person:

- (1) opposed a practice forbidden under this chapter or has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this chapter; or
- (2) associated with a person or group of persons who are disabled or who are of different race, color, creed, religion, sexual orientation, or national origin.

A reprisal includes, but is not limited to, any form of intimidation, retaliation, or harassment. It is a reprisal for an employer to do any of the following with respect to an individual because that individual has engaged in the activities listed in clause (1) or (2): refuse to hire the individual; depart from any customary employment practice; transfer or assign the individual to a lesser position in terms of wages, hours, job classification, job security, or other employment status; or inform another employer that the individual has engaged in the activities listed in clause (1) or (2).

<https://www.revisor.mn.gov/statutes/?id=363A.15>

9 504B.321 COMPLAINT AND SUMMONS.

<https://www.revisor.mn.gov/statutes/?id=504B.321>

(d) The appearance shall be not less than seven nor more than 14 days from the day of issuing the summons, except as provided by subdivision 2.

10 504B.281 FORCIBLE ENTRY AND UNLAWFUL DETAINER PROHIBITED. No person may occupy or take possession of real property except where occupancy or possession is allowed by law, and in such cases, the person may not enter by force, but only in a peaceable manner.

11 § 609.748 HARASSMENT; RESTRAINING ORDER.

<https://www.revisor.mn.gov/statutes/?id=609.748>

12 ATTORNEY OF RECORD made statements prior to court March 03, 2015 to the effect: "Landlord just wants you out." and "We will see if they have a heart, we will see if we can get your 60 days." when at all times he knows and has reason to know that his client has hired him to file an unlawful and harassing legal action that he has now failed to ANSWER.

2015.03.16 STATEMENT OF ALLEGATIONS

28-CV- and 28-CV-

27. JANE DOE and JOHN DOE : meet every lawful defense¹³ to this action; and Landlord was aware of this fact before he filed the action.

28. **AT ALL TIMES Landlord does not and cannot meet the DEFENSES under Minn. Stat. 504B.415¹⁴.**

FURTHER VIOLATIONS OF COVENANT:

VIOLATIONS OF CONSUMER PROTECTION LAW

29. Recent case law has affirmed that the Landlord is obligated to consumer protection laws and under the Fair Debt Collection Practices Act, et. al.

30. The Landlord has been abusing the LATE FEES¹⁵ in this case and Counter-claim Plaintiff requires more time to ascertain the facts regarding this ISSUE.

31. This Counter-claim Plaintiff reserves the right to properly count consumer protection violations at this time as time constraints have not allowed a proper investigation or time to find adequate counsel to uncover and count these gross violations under the laws¹⁶

13 504B.291 EVICTION ACTION FOR NONPAYMENT; REDEMPTION; OTHER RIGHTS.
<https://www.revisor.mn.gov/statutes/?id=504B.291>

504B.285 EVICTION ACTIONS; GROUNDS; RETALIATION DEFENSE; COMBINED ALLEGATIONS.
<https://www.revisor.mn.gov/statutes/?id=504B.285#stat.504B.285.5>

14 504B.415 DEFENSES.

It is a sufficient defense to a complaint under section 504B.385 or 504B.395 that:

- (1) the violation or violations alleged in the complaint do not exist or that the violation or violations have been removed or remedied;
- (2) the violations have been caused by the willful, malicious, negligent, or irresponsible conduct of a complaining residential tenant or anyone under the tenant's direction or control; or
- (3) a residential tenant of the residential building has unreasonably refused entry to the landlord or the landlord's agent to a portion of the property for the purpose of correcting the violation, and that the effort to correct was made in good faith.

15 504B.178 INTEREST ON SECURITY DEPOSITS; WITHHOLDING SECURITY DEPOSITS; DAMAGES; LIMIT ON WITHHOLDING LAST MONTH'S RENT.
<https://www.revisor.mn.gov/statutes/?id=504B.178>

16 324 – 341 TRADE REGULATIONS, CONSUMER PROTECTION
15 USC COMMERCE & TRADE

2015.03.16 STATEMENT OF ALLEGATIONS

28-CV-~~1234~~ and 28-CV-~~5678~~

32. Further and included violations are discussed herein.

FAIR HOUSING¹⁷ VIOLATIONS

33. ONGOING BREACH OF COVENANT¹⁸;

34. See the entirety of this STATEMENT OF VIOLATIONS and attached and incorporated and Sworn Statement of JANE DOE and dated March 3, 2015.

UNFAIR¹⁹ & DECEPTIVE²⁰ PRACTICE VIOLATIONS²¹

35. ALLEGATION: FALSE OR FRAUDULENT ADVERTISING²²

¹⁷ Sec. 800. [42 U.S.C. 3601 note] Short Title

This title may be cited as the "Fair Housing Act".

Sec. 801. [42 U.S.C. 3601] Declaration of Policy

It is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States.

<http://www.justice.gov/crt/about/hce/title8.php>

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws

¹⁸ 504B.161 COVENANTS OF LANDLORD OR LICENSOR. <https://www.revisor.mn.gov/statutes/?id=504B.161>

¹⁹ Pertschuk, M. et al. (1980, December 17). FTC Policy Statement on Unfairness. Retrieved from <http://www.ftc.gov/bcp/policystmt/ad-unfair.htm>

²⁰ Miller, J.C. (1983, October 14). FTC Policy Statement on Deception. Retrieved from <http://www.ftc.gov/bcp/policystmt/ad-decept.htm>

²¹ 15 U.S. CODE § 57B-1(a)(7) The term "violation" means any act or omission constituting an unfair or deceptive act or practice in or affecting commerce (within the meaning of section 45(a)(1) of this title) or any antitrust violation.

²² section § 325F.67 and other laws against false or fraudulent advertising,

§ 325F.67 FALSE STATEMENT IN ADVERTISEMENT.

Any person, firm, corporation, or association who, with intent to sell or in anywise dispose of merchandise, securities, service, or anything offered by such person, firm, corporation, or association, directly or indirectly, to the public, for sale or distribution, or with intent to increase the consumption thereof, or to induce the public in any manner to enter into any obligation relating thereto, or to acquire title thereto, or any interest therein, makes, publishes, disseminates, circulates, or places before the public, or causes, directly or indirectly, to be made, published, disseminated, circulated, or placed before the public, in this state, in a newspaper or other publication, or in the form of a book, notice, handbill, poster, bill, label,

2015.03.16 STATEMENT OF ALLEGATIONS

28-CV-1 and 28-CV-1

36. ALLEGATION: ONGOING FAILURE TO DISCLOSE:

1. AT ALL TIMES Landlord has failed to properly identify²³ himself²⁴ before the court.
2. I believe this business is attempting, through layers of partnership and corporate entities, to obstruct the victim(s) ability to determine the true responsible parties.

37. It is a fundamental unfairness to allow an individual(s) to escape liability because he does his business under a corporate form. This is allowing him an advantage he does not deserve.

POSSIBLE VIOLATIONS OF AMERICAN WITH DISABILITIES ACT

38. JOHN DOE has standing as a member of a protected class under the ADA²⁵, et. al. as he has

price tag, circular, pamphlet, program, or letter, or over any radio or television station, or in any other way, an advertisement of any sort regarding merchandise, securities, service, or anything so offered to the public, for use, consumption, purchase, or sale, which advertisement contains any material assertion, representation, or statement of fact which is untrue, deceptive, or misleading, shall, whether or not pecuniary or other specific damage to any person occurs as a direct result thereof, be guilty of a misdemeanor, and any such act is declared to be a public nuisance and may be enjoined as such. The duty of a strict observance and enforcement of this law and prosecution for any violation thereof is hereby expressly imposed upon the attorney general, and it shall be the duty of the county attorney of any county wherein a violation of this section shall have occurred, upon complaint being made, to prosecute any person violating any of the provisions of this section.

<https://www.revisor.mn.gov/statutes/?id=325F.67>

23 504B.181 LANDLORD OR AGENT DISCLOSURE.

<https://www.revisor.mn.gov/statutes/?id=504B.181>

24 15 U.S. Code § 44 "Corporation" shall be deemed to include any company, trust, so-called Massachusetts trust, or association, incorporated or unincorporated, which is organized to carry on business for its own profit or that of its members, and has shares of capital or capital stock or certificates of interest, and any company, trust, so-called Massachusetts trust, or association, incorporated or unincorporated, without shares of capital or capital stock or certificates of interest, except partnerships, which is organized to carry on business for its own profit or that of its members.

<https://www.law.cornell.edu/uscode/text/15/44>

25 363A.09 UNFAIR DISCRIMINATORY PRACTICES RELATING TO REAL PROPERTY.

<https://www.revisor.mn.gov/statutes/?id=363a.09>

363A.10 REAL PROPERTY; DISABILITY DISCRIMINATION.

<https://www.revisor.mn.gov/statutes/?id=363a.10>

42 U.S. Code § 12182 - Prohibition of discrimination by public accommodations

<https://www.law.cornell.edu/uscode/text/42/12182>

609.2336 DECEPTIVE OR UNFAIR TRADE PRACTICES; ELDERLY OR DISABLED VICTIMS.

<https://www.revisor.mn.gov/statutes/?id=609.2336>

609.2335 FINANCIAL EXPLOITATION OF VULNERABLE ADULT.

2015.03.16 STATEMENT OF ALLEGATIONS

28-CV- [redacted] and 28-CV- [redacted]

suffered a traumatic brain injury and he is nonverbal and requires assistance with daily activities such as eating and personal care.

39. ALLEGATION: GROSS AND REPEATED VIOLATIONS OF AND TRESPASS UPON OUR RIGHT TO PRIVACY²⁶ and OTHER ONGOING VIOLATIONS OF OUR CIVIL RIGHTS²⁷

40. ALLEGATION: Willful and Intentional Infliction of Emotional Distress;

1. These plaintiff's have had real medical consequences as a direct result of these ongoing acts and violations as are described herein.
2. Three days post service of this unlawful detainer action *JANE DOE* miscarried.
41. *JANE* has been afraid to go to her mailbox.
42. *JANE*'s ability to work is being affected by this illegal court action.
43. The interaction between this "Landlord" and these Counter-claim Plaintiff's is a long history of predatory and illegal behavior which demonstrates that the Landlord does not have any understanding of Tenant's rights or his own obligations to duty and to the state or federal law.
44. Tenant is just beginning to study and discover her RIGHTS and RESPONSIBILITIES as a Tenant and is learning to assert those rights in future business dealings at this time.
- 45. Due to the gross violations it is clear that these are a pattern and practice and a means and method of business operations for the Landlord, who does engage with and has the potential to affect hundreds of other potential tenant victims.**

VIOLATIONS OF CRIMINAL²⁸ LAW

<https://www.revisor.mn.gov/statutes/?id=609.2335>

26 504B.211 subd 2,5,6 Residential Right to Privacy

27 § 363A.02 Subd. 2.Civil right.

The opportunity to obtain employment, housing, and other real estate, and full and equal utilization of public accommodations, public services, and educational institutions without such discrimination as is prohibited by this chapter is hereby recognized as and declared to be a civil right.

28 § 609.02Subdivision 1.Crime.

2015.03.16 STATEMENT OF ALLEGATIONS

28-CV-*JANE* and 28-CV-*JANE*

46. Landlord has been engaged in a pattern of stalking²⁹ behavior against JANE & JOHN DOE
47. Behaviors from landlord include- harassment through excessive letters and notices delivered to my mailbox, used as their one-sided, free, and convenient means of communication, violating tenants privacy and disregarding federal law.
48. When this is the only form of communication offered through management, I was not able to properly defend myself or my case.
49. At all times Lisa Marvin of Essence Properties has never returned my phone calls or attempts to make reports and/or complaints until the week before the hearing was scheduled, post filing an eviction action. At this time she made an offer that if I left the property by the 24th of February that they would call and cancel the eviction action³⁰.

YOU WILL TAKE JUDICIAL NOTICE:

"Crime" means conduct which is prohibited by statute and for which the actor may be sentenced to imprisonment, with or without a fine.

<https://www.revisor.mn.gov/statutes/?id=609.02>

INTENT § 609.02 Subd. 9. Mental state.

(1) When criminal intent is an element of a crime in this chapter, such intent is indicated by the term "intentionally," the phrase "with intent to," the phrase "with intent that," or some form of the verbs "know" or "believe."

(2) "Know" requires only that the actor believes that the specified fact exists.

(3) "Intentionally" means that the actor either has a purpose to do the thing or cause the result specified or believes that the act performed by the actor, if successful, will cause that result. In addition, except as provided in clause (6), the actor must have knowledge of those facts which are necessary to make the actor's conduct criminal and which are set forth after the word "intentionally."

(4) "With intent to" or "with intent that" means that the actor either has a purpose to do the thing or cause the result specified or believes that the act, if successful, will cause that result.

(5) Criminal intent does not require proof of knowledge of the existence or constitutionality of the statute under which the actor is prosecuted or the scope or meaning of the terms used in that statute.

(6) Criminal intent does not require proof of knowledge of the age of a minor even though age is a material element in the crime in question.

<https://www.revisor.mn.gov/statutes/?id=609.02>

29 § 609.749 STALKING; PENALTIES.

<https://www.revisor.mn.gov/statutes/?id=609.749>

30 See EXHIBIT #6; NOTICE PLACED IN DOOR with my notes. By making these statements and at the time of their making, Landlord admits she is attempting to use threat of legal process and actual abuse of legal process in order to gain advantage; she believes this type of activity is acceptable practice for Landlords and attorneys.

2015.03.16 STATEMENT OF ALLEGATIONS

28-CV- [redacted] and 28-CV- [redacted]

50. Public policy, as established by statute, regulation, or judicial decisions, may be considered with all other evidence in determining whether an act or practice is unfair.

51. ALLEGATION: Landlord is engaged in a PATTERN AND PRACTICE OF UNFAIR AND DISCRIMINATORY³¹ PRACTICES.

Unfair Acts or Practices

An act or practice is unfair where it

- Causes or is likely to cause substantial injury to consumers,
- Cannot be reasonably avoided by consumers, and
- Is not outweighed by countervailing benefits to consumers or to competition.

52. PUBLIC POLICY CANNOT BE IN VIOLATION OF LAW

Deceptive Acts or Practices

An act or practice is deceptive where

- A representation, omission, or practice misleads or is likely to mislead the consumer;
- A consumer's interpretation of the representation, omission, or practice is considered reasonable under the circumstances; and

The misleading representation, omission, or practice is material.

³¹ 325D.53 PROHIBITED CONTRACTS, COMBINATIONS, AND CONSPIRACIES.
<https://www.revisor.mn.gov/statutes/?id=325D.53>

53. ANTITRUST³² ISSUES³³

54. COLOR OF LAW VIOLATIONS AS A MEANS AND METHOD AND FORM OF BUSINESS METHOD

55. PATTERN & PRACTICE OF FRAUDULENT BEHAVIOR; PRETENDING TO BE SOMEONE ELSE:

56. ABUSE OF OFFICE; DOING VIOLATIONS WHILE DRESSED IN POLICE UNIFORM AND WHILE ARMED

57. ALLEGATION: USE OF MAILS

YOU WILL TAKE JUDICIAL NOTICE:

Postal Service regulations, however, provide that letterboxes and other receptacles designated for the delivery of mail "shall be used exclusively for matter which bears postage." DMM 151.2. Section 1725 merely reinforces this regulation by prohibiting, under pain of criminal sanctions, the deposit into a letterbox of any mailable matter on which postage has not been paid. The specific prohibition contained in § 1725 is also repeated in the Postal Service regulations at DMM 146.21.³⁴

³² 15 U.S. CODE § 57B-1(a)(8) The term "antitrust violation" means—

(A) any unfair method of competition (within the meaning of section 45 (a)(1) of this title);

(B) any violation of the Clayton Act [15 U.S.C. 12 et seq.] or of any other Federal statute that prohibits, or makes available to the Commission a civil remedy with respect to, any restraint upon or monopolization of interstate or foreign trade or commerce;

(C) with respect to the International Antitrust Enforcement Assistance Act of 1994 [15 U.S.C. 6201 et seq.], any violation of any of the foreign antitrust laws (as defined in section 12 of such Act [15 U.S.C. 6211]) with respect to which a request is made under section 3 of such Act [15 U.S.C. 6202]; or

(D) any activity in preparation for a merger, acquisition, joint venture, or similar transaction, which if consummated, may result in any such unfair method of competition or in any such violation.

<https://www.law.cornell.edu/uscode/text/15/57b-1>

³³ The United States Department of Justice (2012). Antitrust Laws and You. Retrieved from <http://www.justice.gov/atr/about/antitrust-laws.html>

Federal Trade Commission. (2010). The FTC Guide to the Antitrust Laws. Retrieved from <http://www.ftc.gov/bc/antitrust/index.shtm>

Free Advice. (2012). What is the Federal Trade Commission Act (FTCA). Retrieved from http://business-law.freeadvice.com/business-law/trade_regulation/federal_trade.htm

³⁴ 453 U.S. 114 101 S.Ct. 2676, 69 L.Ed.2d 517 UNITED STATES POSTAL SERVICE, Appellant, v. COUNCIL OF GREENBURGH CIVIC ASSOCIATIONS et al. No. 80-608. April 21, 1981. Decided June 25, 1981.

Online: <https://law.resource.org/pub/us/case/reporter/US/453/453.US.114.80-608.html#fn3>

2015.03.16 STATEMENT OF ALLEGATIONS

28-CV- and 28-CV-

58. Landlord has been engaged in a practice of U.S. POSTAL SERVICE VIOLATIONS and counts³⁵ are gross and numerous.

59. This is an initial STATEMENT OF ALLEGATIONS and VIOLATIONS and does not waive or limit any of these Counter-claim Plaintiff's from further action against these wrongdoers and tortfeasors, and/or from making further reports to appropriate law enforcement authorities³⁶.

60. THIS IS AN IMMEDIATE DEMAND FOR PROPER IDENTIFICATION OF CORRECT AND TRUE PLAINTIFF

61. At all times the Landlord is aware of his own identity issues and this Counter-Claim Plaintiff brings the allegation that the Landlord is engaged in WILLFUL FAILURE TO DISCLOSE; At

35 18 U.S. Code § 1725 - Postage unpaid on deposited mail matter

<https://www.law.cornell.edu/uscode/text/18/1725>

Whoever knowingly and willfully deposits any mailable matter such as statements of accounts, circulars, sale bills, or other like matter, on which no postage has been paid, in any letter box established, approved, or accepted by the Postal Service for the receipt or delivery of mail matter on any mail route with intent to avoid payment of lawful postage thereon, shall for each such offense be fined under this title.

18 U.S. Code § 1733 - Mailing periodical publications without prepayment of postage

<https://www.law.cornell.edu/uscode/text/18/1733>

Whoever, except as permitted by law, knowingly mails any periodical publication without the prepayment of postage, or, being an officer or employee of the Postal Service, knowingly permits any periodical publication to be mailed without prepayment of postage, shall be fined under this title, or imprisoned not more than one year, or both.

18 U.S. Code § 1717 - Letters and writings as nonmailable

<https://www.law.cornell.edu/uscode/text/18/1717>

(a) Every letter, writing, circular, postal card, picture, print, engraving, photograph, newspaper, pamphlet, book, or other publication, matter or thing, in violation of sections 499, 506, 793, 794, 915, 954, 956, 957, 960, 964, 1017, 1542, 1543, 1544 or 2388 of this title or which contains any matter advocating or urging treason, insurrection, or forcible resistance to any law of the United States is nonmailable and shall not be conveyed in the mails or delivered from any post office or by any letter carrier.

(b) Whoever uses or attempts to use the mails or Postal Service for the transmission of any matter declared by this section to be nonmailable, shall be fined under this title or imprisoned not more than ten years or both.

36 REPORTS ARE CURRENTLY BEING PREPARED FOR MINNESOTA ATTORNEY GENERAL, MINNESOTA LEGISLATIVE AUDITOR, AND MINNESOTA DEPARTMENT OF HUMAN RIGHTS, et. al.

2015.03.16 STATEMENT OF ALLEGATIONS

28-CV- and 28-CV-

all times Landlord has failed to properly identify³⁷ himself³⁸ before the court.

62. ALLEGATION: Ongoing violations of Rule 11; Duty to withdraw is ripe and pending.

1. FAILURE TO INVESTIGATE³⁹ v. FRAUDULENT MISREPRESENTATION

2. Tolerance of factual contentions in initial pleadings by plaintiffs or defendants when specifically identified as made on information and belief does not relieve litigants from the obligation to conduct an appropriate investigation into the facts that is reasonable under the circumstances; it is not a license to join parties, make claims, or present defenses without any factual basis or justification.

YOU WILL TAKE JUDICIAL NOTICE:

63. Plaintiff has FAILED TO ANSWER *JANE DOE*'s counter-claim action under 505B.385.

64. Notice violations under the Rules of Civil Procedure.

65. ALLEGATION: ABUSE OF NOTICE⁴⁰ PRACTICES TO GAIN ADVANTAGE:

66. ALLEGATION: ABUSE OF NOTICE PRACTICES FOR THE PURPOSE TO HARASS

37 504B.181 LANDLORD OR AGENT DISCLOSURE.

<https://www.revisor.mn.gov/statutes/?id=504B.181>

38 15 U.S. Code § 44 "Corporation" shall be deemed to include any company, trust, so-called Massachusetts trust, or association, incorporated or unincorporated, which is organized to carry on business for its own profit or that of its members, and has shares of capital or capital stock or certificates of interest, and any company, trust, so-called Massachusetts trust, or association, incorporated or unincorporated, without shares of capital or capital stock or certificates of interest, except partnerships, which is organized to carry on business for its own profit or that of its members.

<https://www.law.cornell.edu/uscode/text/15/44>

39 COMMERCIAL AFFIDAVIT v. SWORN STATEMENT
PERJURY

WILLFUL FALSE CLAIMS OR FAILURE OF INVESTIGATION: YOU CAN FILE FALSE CLAIMS BUT YOU
SHOULDN'T PROSECUTE THEM

Rule 11 1993 Amendments: Subdivisions (b) and (c).

40 504B.181 LANDLORD OR AGENT DISCLOSURE.

<https://www.revisor.mn.gov/statutes/?id=504B.181>

2015.03.16 STATEMENT OF ALLEGATIONS

28-CV-1 and 28-CV-

Further see all documents and papers⁴¹ served upon our adversary and filed with the Houston County district court Administrator with regard to the above entitled matters.

I declare, certify, verify, and state under penalty of perjury⁴² under the laws of the United States of America that the foregoing is true and correct.

This Instrument was Executed, Acknowledged and Affirmed on March 16, 2015:



JANE DOE all rights reserved
ADDRESS
Caledonia, Minn 55921
PHONE

This Instrument was Executed, Acknowledged and Affirmed on March 16, 2015:



JANE'S MOM
all rights reserved
ADDRESS
Caledonia, Minn. 55921
PHONE

41 See TABLE OF CONTENTS and STATEMENT OF VIOLATIONS and all accompanying papers; all ATTACHED AND INCORPORATED HEREIN.

42 See 28 U.S.C. § 1746

Court File Number

28-CV-
and
28-CV-

ADDENDUM; POINT OF ISSUE:

ESCROW ACCOUNT, CONFUSION, TRUE AND CORRECT AMOUNTS OF MONEY

Because the Landlord accepted partial payments in November and December, the correct amount of rent due and owing under normal circumstances and appropriate for the escrow account

Landlord has failed to credit tenant with rents paid and has presented false and misleading statements to the court regarding the amount of rents due and owing at the time the original complaint for eviction was filed, February 9, 2015.

I had made incorrect statements but now I have had time to more carefully scrutinize the issues surrounding the money totals and these are the correct and actual amounts as stated herein.

TRUE STATEMENTS REGARDING RENTS PAID:

1. Rent actually paid for November 2014: \$187.50 See canceled check.
 1. Additional rent paid in November by money order \$200.00.
 2. TRUE RENT OWED FOR NOVEMBER = \$182.50
2. Rent actually paid for December 2014: \$187.50 See canceled check.
 1. TRUE RENT OWED FOR DECEMBER = \$ 382.50
3. Rent actually paid for January 2015: \$0.
 1. Check for \$187.50 was written and sent and then held by the Landlord and returned in late February by U.S. Mail.

Simplified statement of rents paid:

1. November rent due: \$570.00
 1. November rent paid: \$387.50
 2. November rent alleged owed: \$182.50

2. December rent due: \$570.00
 1. December rent paid: \$187.50
 2. December rent alleged owed: \$382.50
3. January rent due: \$570.00
 1. January rent paid: 0.00
 2. January rent alleged owed: \$570.00
4. February rent due: \$570.00
 1. February rent paid: 0 to Landlord
 2. February rent alleged owed: \$570.00
5. March rent due: \$570.00
 1. March rent paid: 0 to Landlord
 2. March rent alleged owed: \$570.00

TOTAL PAYMENTS TO LANDLORD: \$575.00 -
 FOR MONTHS NOVEMBER 2014 – FEBRUARY 2015:

TOTAL BALANCE DUE ON ALLEGED RENT
 FOR MONTHS NOVEMBER 2014 – FEBRUARY 2015: \$2280.00

allegedly owed to Landlord as of
 February 30, 2015: \$1705.00

Plus March 2015 Alleged Rent Due \$570.00

allegedly owed to Landlord as of
 March 1, 2015: \$ 2275.00

**ISSUE: BAD FAITH STATEMENTS OF IMPROPER ACCOUNTING; FAILING TO
 ACCOUNT FOR PARTIAL RENT PAYMENTS**

Further See EXHIBITS #2 and #3 and Sworn Statement of *SANE DDE* dated March 3, 2015 and attached and incorporated herein.

YOU WILL TAKE NOTICE THAT the Landlord did not have any idea what the true amount due and owing was and the arbitrary number "\$1800.00" was tossed out because no party knew what the answer was and it has been an ongoing issue of confusion¹ for all involved.

ISSUE: AMOUNT OF ESCROW

Landlord admits to partial payment in November however denies partial payments for December 2014 and January 2015. The amount of the rent paid and accepted during November 2014 and December

¹ CONFUSION IS NOT ALLOWED.

2014 was \$387.50 and \$187.50; this is demonstrated and proven by canceled checks EXHIBIT #2 and EXHIBIT #3 and statements of ~~JANE DOE~~

ISSUE: STATEMENT OF ESCROW

On February 24, 2015 I opened an escrow account and filed a COMPLAINT against the Landlord. The total amount the Landlord demanded upon his original filing dated February 9, 2015 was \$1807.50. The amount of rent due and owing was originally determined by the court by AGREEMENT of the PARTIES in open court on February 24, 2015 was \$1800.00. Pursuant to the AGREEMENT made in open court that day, an escrow account was opened and amounts of money were entered with the ADMINISTRATOR as follows:

See actual escrow statement:

Rent escrow filing fee: \$65.00

Original conciliation fee: \$255.00

Rent escrow entered: \$1800.00

Rent escrow entered: \$380.50

Rent escrow entered: \$187.50

TOTAL ESCROW RECEIVED by ADMINISTRATOR ON February 24, 2015: \$2688.00

ISSUE: FEE WAIVER and ABATEMENT, COSTS, FEES, & SANCTIONS

At all times ~~JANE DOE~~ and ~~JOHN DOE~~ qualify for waiver of fees under Minnesota law.

Therefore escrow fees in the amount of \$255.00 must be release to ~~JANE DOE~~

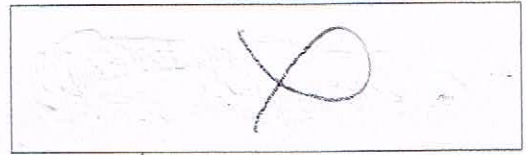
Rent escrow filing fee in the amount of \$65.00 must be taxed to the Landlord as a sanction and remedy for filing this malicious action.

Rent escrow in the amount of \$1800.00 must be released to ~~JANE DOE~~ as a sanction and remedy for filing this malicious action, et. al.

Rent escrow entered in the amount of \$380.50 must be released to ~~JANE DOE~~ as a sanction and remedy for filing this malicious action, et. al.

Rent escrow in the amount of \$187.50 must be released to ~~JANE DOE~~ as a sanction and remedy for filing this malicious action, et. al.

This Instrument was Executed, Acknowledged and Affirmed on March 16, 2015:



SANE DOE, all rights reserved

ADDRESS#5
Caledonia, Minn 55921

PHONE

Court File Number

28-CV-
and
28-CV-

ADDENDUM; POINT OF ISSUE:

ISSUE: REPORTING¹ & CREDIT REPORT is currently being requested and investigated.

1. This Counter-claim Plaintiff is concerned about FALSE and MALICIOUS REPORTING² and possible or potential harm to her own or to *John Doe's* credit report or renting history.
2. Any reports must immediately be disclosed in order that I can review them for potential error.
3. Tenants and Tenant's Legal Guardian are concerned that the Unlawful Detainer action brought upon them will negatively impact their lives in the areas of background checks for future housing rental and employment opportunities.
4. Additional concerns include credit reports, bank loans, and other prejudices imposed on them due to being named the defendant in Eviction/Unlawful Detainer lawsuit.
5. Tenants demand evidence and proofs of lawful and proper procedure taken to ensure defendants names are never associated with this eviction action taken against them.

ISSUE: LATE FEES

The late fee clause³ is unfair as it has become routine due to the scheduling of my paychecks and the

1 504B.241 RESIDENTIAL TENANT REPORTS; DISCLOSURE AND CORRECTIONS.
<https://www.revisor.mn.gov/statutes/?id=504B.241>

504B.235 DEFINITIONS.
<https://www.revisor.mn.gov/statutes/?id=504B.235>

2 504B.241 RESIDENTIAL TENANT REPORTS; DISCLOSURE AND CORRECTIONS.
<https://www.revisor.mn.gov/statutes/?id=504B.241>

504B.235 DEFINITIONS.
<https://www.revisor.mn.gov/statutes/?id=504B.235>

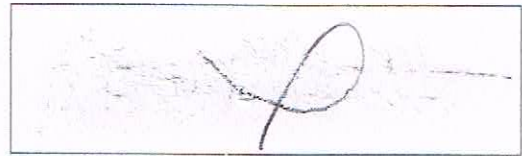
3 504B.177 LATE FEES.
<https://www.revisor.mn.gov/statutes/?id=504B.177>

(a) A landlord of a residential building may not charge a late fee if the rent is paid after the due date, unless the tenant and landlord have agreed in writing that a late fee may be imposed. The agreement must specify when the late fee will be imposed. In no case may the late fee exceed eight percent of the overdue rent payment. Any late fee charged or collected is not considered to be either interest or liquidated damages. For purposes of this paragraph, the "due date" does not include a date, earlier than the date contained in the written or oral lease by which, if the rent is paid, the tenant earns a discount.

due dates of my other bills there is not any other option but to be forced to pay a late fee every month. This does not serve the purpose of the late fee and therefore I wish to make the future rent payments to come due on the 15th of each month from here until I choose to end this tenancy.

1. Landlord agrees that "LATE FEE" will not incur until after the 15th of the month pursuant to the current policy with the exception of the due date change.

This Instrument was Executed, Acknowledged and Affirmed on March 16, 2015:



SANGLOR, all rights reserved
Address: #5
Caledonia, Minn 55921
PHONE

(b) Notwithstanding paragraph (a), if a federal statute, regulation, or handbook permitting late fees for a tenancy subsidized under a federal program conflicts with paragraph (a), then the landlord may publish and implement a late payment fee schedule that complies with the federal statute, regulation, or handbook.

State of Minnesota
Houston County

District Court
Third District

Court File Number

28-CV-1
and
28-CV-1

**APPLICATION TO COMPEL
ANSWERS**

West Main Townhomes of Caledonia, LP
(Fictitious¹/Improper) Plaintiff

3105 1st ST. S. STE 107
St. Cloud, MN 56301

vs.

JAN DOE, consumer tenant
and on behalf of minor sons and daughter
and on behalf of all those similarly situated,

JAN'S MOM
acting on behalf of *JOHN DOE*
disabled consumer tenant
and on behalf of all those similarly situated,

ADDRESS T. 5
Caledonia, MN 55921

APPLICATION TO COMPEL ANSWERS:

1 18 U.S. Code § 1342 - Fictitious name or address

Whoever, for the purpose of conducting, promoting, or carrying on by means of the Postal Service, any scheme or device mentioned in section 1341 of this title or any other unlawful business, uses or assumes, or requests to be addressed by, any fictitious, false, or assumed title, name, or address or name other than his own proper name, or takes or receives from any post office or authorized depository of mail matter, any letter, postal card, package, or other mail matter addressed to any such fictitious, false, or assumed title, name, or address, or name other than his own proper name, shall be fined under this title or imprisoned not more than five years, or both.

2015.03.16 APPLICATION TO COMPEL ANSWERS

28-CV-1 and 28-CV-1

YOU WILL TAKE NOTICE:

On March 17, 2015 at a hearing before Judge *X* of the Houston County district court at the Houston County District Courthouse and at 11:15 a.m. *JANE DOE* will bring a Motion before the court as follows:

JANE DOE comes now pursuant to Minnesota Rules of Civil Procedure 16, 34, 26(f), et. al., and Minnesota Statutes 8.31, et. al. and with this APPLICATION to the court for an Order for a Demand to Answer the following Discovery Issues:

1. This is an immediate demand for proper identification of correct and true plaintiff.
2. Demand for evidence and proof that this action is not served for a retaliatory purpose.
3. IMMEDIATELY PRODUCE any license or registration held pursuant to Minn. Stat. 504B.001 Subd. 9. License. "License" means a personal privilege to do a particular act or series of acts on real property without possessing any estate or interest in real property. It may be created in writing or orally.
4. When did the management change?
5. When did the ownership change?
6. When did the business name change?
7. Is this property at risk, being sold, or in foreclosure at this time?
8. How many other tenants have opened any escrow action against this Plaintiff within the State of Minnesota and within the past five years?
9. IMMEDIATELY IDENTIFY the process and procedure and product that was sprayed on the wall. I allege it was bleach.
10. IMMEDIATELY PRODUCE evidence of proper proof of service of NOTICE proper pursuant to Minnesota law, namely a certified mail return receipt.
11. IMMEDIATELY PRODUCE evidence of the partial dollar amount of rent claimed to have been received from these tenants for the month of November 2014.
12. IMMEDIATELY PRODUCE any business record that demonstrates and shows that this tenant has not paid the rent.

2015.03.16 APPLICATION TO COMPEL ANSWERS

28-CV- and 28-CV-7

This Instrument was Executed, Acknowledged and Affirmed on March 16, 2015:



JANE DOE all rights reserved
ADDRESS
Caledonia, Minn 55921
PHONE

DRAFT; TABLE OF EXHIBITS

1. EXHIBIT #1: Original Lease Document

EXHIBIT #1 NOTES:

1. Landlord has failed to include a copy of the Lease in his original filing. This was required. ~~JANE DOE~~ and ~~JOHN DOE~~ allege and assert that the reason is because Landlord does not know which version of the Lease ~~JANE~~ is holding.
2. Further issues with the Lease in question is the possibility of unconscionability; large portions of the Lease are not readable.

2. EXHIBIT #2: Cancelled Checks demonstrating partial rent payments are accepted and cashed in the amount of \$187.50 for months as follows:

1. 2014.06.30 - \$187.50
2. 2014.08.15 - \$187.50
3. 2014.09.04 - \$187.50
4. 2014.10.16 - \$187.50
5. 2014.11.03 - \$187.50
6. 2014.12.04 - \$187.50
7. 2014.10.16 - \$50.00

EXHIBIT # 2 NOTES:

1. See Sworn statement 2015.03.03 page 5 items #34 - #38 et. al.

3. EXHIBIT # 3 Returned check issue;

EXHIBIT # 3 NOTES

1. Landlord is attempting to create conditions or elements to meet the grounds for an eviction case where cause does not exist.

4. EXHIBIT # 4 Photos of mold in bathroom and old paint needing replaced.

5. EXHIBIT # 5 Excessive "Three-Day-Notice" Documents;

EXHIBIT # 5 NOTES

1. THREE DAY "NOTICE" placed in my U.S. Mail box and dated October 13, 2014.
2. THREE DAY "NOTICE" placed in my U.S. Mail box and dated January 08, 2015.
3. I have thrown over 50 of these "NOTICES" away because they are upsetting and I did not previously realize or understand that they were evidence. See my sworn statement attached and incorporated and dated March 03, 2015, #16.

6. EXHIBIT # 6 Notice placed on door; with my objections noted.

State of Minnesota
Houston County

District Court
Third District

Court File Number

28-CV-
and
28-CV-

**STATEMENT OF NON COOPERATION
AND NONRESPONSE**

West Main Townhomes of Caledonia, LP
(Fictitious¹/Improper) Plaintiff

3105 1st ST. S. STE 107
St. Cloud, MN 56301

vs.

JANE DOE, consumer tenant
and on behalf of minor sons and daughter
and on behalf of all those similarly situated,

JANE'S MOM
acting on behalf of JOHN DOE
disabled consumer tenant
and on behalf of all those similarly situated,

ADDRESS APT. 5
Caledonia, MN 55921

STATEMENT OF NON-COOPERATION AND NON-RESPONSE

I do not have enough information to make any legal determinations at this time.

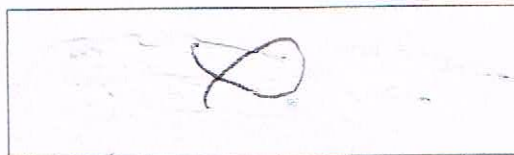
YOU WILL TAKE JUDICIAL NOTICE OF ATTEMPTS TO REMEDY PRIOR TO HEARING:

NO RESPONSE WAS RECEIVED

¹ 18 U.S. Code § 1342 - Fictitious name or address

Whoever, for the purpose of conducting, promoting, or carrying on by means of the Postal Service, any scheme or device mentioned in section 1341 of this title or any other unlawful business, uses or assumes, or requests to be addressed by, any fictitious, false, or assumed title, name, or address or name other than his own proper name, or takes or receives from any post office or authorized depository of mail matter, any letter, postal card, package, or other mail matter addressed to any such fictitious, false, or assumed title, name, or address, or name other than his own proper name, shall be fined under this title or imprisoned not more than five years, or both.

This Instrument was Executed, Acknowledged and Affirmed on March 17, 2015:



JANE DOE, all rights reserved

ADDRESS #5
Caledonia, Minn 55921

PHONE

State of Minnesota
Houston County

District Court
Third District

Court File Number:

28-CV-1
and
28-CV-1

STATEMENT OF LOSS AND HARM

West Main Townhomes of Caledonia. LP
(Fictitious¹/Improper) Plaintiff

3105 1st ST. S. STE 107
St. Cloud, MN 56301

vs.

JANE DOE
or, consumer tenant
and on behalf of minor sons and daughter
and on behalf of all those similarly situated,

JANE'S MOM
acting on behalf of *JOHN DOE*
disabled consumer tenant
and on behalf of all those similarly situated,

ADDRESS
Caledonia, MN 55921

STATEMENT OF LOSS & HARM:

THREAT OF EVICTION AND FILING EVICTION ACTION IS A LOSS AND A HARM.

PREDATORY AND RETALIATORY ACTS AND OMISSIONS OF LANDLORD HAVE CAUSED LOSS AND HARM AND DAMAGES TO COUNTER-CLAIM PLAINTIFF'S AS FOLLOWS;

Lost wages due to hours of study in order to defend from this action; 500 hours have been invested

1 18 U.S. Code § 1342 - Fictitious name or address

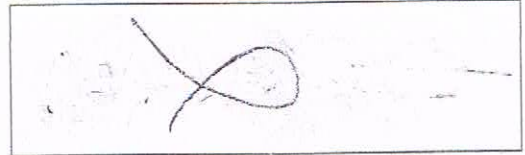
Whoever, for the purpose of conducting, promoting, or carrying on by means of the Postal Service, any scheme or device mentioned in section 1341 of this title or any other unlawful business, uses or assumes, or requests to be addressed by, any fictitious, false, or assumed title, name, or address or name other than his own proper name, or takes or receives from any post office or authorized depository of mail matter, any letter, postal card, package, or other mail matter addressed to any such fictitious, false, or assumed title, name, or address, or name other than his own proper name, shall be fined under this title or imprisoned not more than five years, or both.

since this action was filed and JANE DOE is a least sophisticated consumer.

Intentional infliction of emotional distress is excessive and cumulative over the past three years.

Further statements of loss are harm and damages incurred are attached and incorporated within Sworn documents dated March 3, 2015 and March 17, 2015.

This Instrument was Executed, Acknowledged and Affirmed on March 17, 2015:



JANE DOE, all rights reserved
ADDRESS Ave #5
Caledonia, Minn 55921
PHONE