

Formal Complaint Form

17-1546-GA-CSS

Dawn M. Heller

Customer Name (Please Print)

838 MAY ST #1

Customer Address

AKron

City

OH. 44311

State Zip

Against

UNKNOWN-Tenant Account

Account Number

* 883 ADA ST.

Customer Service Address (if different from above)

Dominion E.O.G.

Utility Company Name

AKron

City

OH. 44306

State Zip

Please describe your complaint. (Attach additional sheets if necessary)

2017 JUL -5 AM 11:13
PUCO

Signature

Customer Telephone Number

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Technician 12 Date Processed 7/5/17

[Pleading Title] - 1

1 of interest to prevent such further civil actions against the appellant, or in substantiation of
2 claims being arbitrarily closed, or properly settled upon.

3 EAST Ohio Gas Company is a Natural Gas provider for end user usage as defined under
4 ORC§4905.02 Public utility defined. Operating with a distinct interest in claims, as reviewed by
5 PUCO in that they are a Municipal Corporation Owned and Operated, "Public Utility" or for Gas
6 Service provisions received within the State as a "Public Utility" under 4905.03 Public utility
7 company definitions. With distinct interests in these claims.

8 Such operator parties have made errant misrepresentations of material facts in this case,
9 to submit claims for underlying or to possibly aid in illicit purposes for joint interest.

10 Agency seeks to enforce make an errant and unfounded mandatory request for full
11 upgrade of residential gas lines. Without verification of any inspection being done on the
12 premises.

13 Appellant herein cites that such joint participation under public agency is sufficient
14 enough to warrant further investigations in the failure to settle this matter.

15 But there is no substantiation of matters of fact to sustain a civil order for forfeiture, i.e.
16 permanent shut off of services by civil order, and or attachments to the property which might
17 ensue.

18 Such issues are linked related property matters: currently on appeal by Summons of
19 Complaint, with active cease and desist orders, enforced therein. CV-2015-09-4345. With re-
20 opening of such claims being made mandatory, if such adverse civil actions proceed in
21 continuous violation of active Cease and Desist Motions filed on Summons of Complaint on
22 September 24th, 2015. A copy of that Notice to Cease and desist attached, hereto.

23 Appellant seeks overturn of the Finding of Investigators:

24 Finalized, Now being further considered, for appellate review and overturn, for egregious
25 unwarranted, intervening powers, setting forth the make demanded civil outcome of their
26 choosing, and without the consideration of following their own regulatory and Statutory
27 framework guidelines, while imposing harsh orders and shut off that was unattainable, and
28 impracticable without even citing which repairs were necessary.

While the issue in this case is one of "non-compliance" for civil shut off notices:

1 4905.94 Operator of master-meter system. Or of the operating ownership, public
2 municipal or vendor authorities as stated further herein. Did so without verification or accurate
3 testing, made no report of health hazard, and gave no notice to be able to enforce further civil
4 actions against the appellant by their authority only.

5 The time to issue such orders was at the time of shut off: not some months later or on
6 threat of litigation.

7 Appellant, to avoid impending civil litigation, is in the interim, herein to justify, the right
8 to return of gas services to her tenants without further delay.

9 II

10
11 Appellant requests a docketed hearing, to be held, with copies sent to all parties in
12 congruence with ORC 4901.-1-05.

13 To discuss, and reverse all matters due to:

- 14 1. Lack of Jurisdiction over subject matter of related to potential real property inversion
15 2. Lack of Personal Jurisdiction over the person having ownership rights, inclusive of all
16 related linked property rights.
17 3. & In light of errant and egregious civil orders, invoked by the same civil municipal
18 corporation agents, acting with malice and in determined overreach in civil claims
19 stated, to invoke criminal charges against a pro se appellant, for requesting civil
20 damages:

21 Operator has a burden of proof in asserting proper Inspections and notices in gas testing
22 and corrosion/ leak repairs. by and on behalf of the appellant, the Investigating Commission
23 errantly and possibly under coercion, deems it necessary to uphold such initiating orders, to
24 demand the permanent shut off in the failure to upgrade all facilities in the Appellants rental
property with no promise of ever returning gas services, for any cited reason.

25 Facts of the Case:

26 Michael Coady , Customer Service Inspector for PUCO,

27 Made final opinion on investigations conducted by him, and reported on May 19th, 2017.
28 Appellant made dispute of those claims and letter asserting first notice of agency being in breach

1 of active cease and desist orders against that property until the conclusion of all trial matters on it
2 and any related property interests under CV-2015-09-4345, currently awaiting overturn, on
3 notice to the Summit County, Board of Review for CA-28588.

4 Failure to show compliance records under master operator inspections: Each operator of
5 a master-meter system shall conduct safety inspections as required by sections 4905.90 to
6 4905.96. Failure of the inspection report, production of other necessary disclosures, establishes
7 that the findings of Mr. Coady are in error and inconclusive, and unable to verify any factual
8 evidence in this case.

9 In an inversion approach by quasi-governmental officials to enforce civil actions against
10 property owner, in the failed production of no verifiable evidence on investigation is at best
11 extreme negligence, but in that the State service provider was reliant upon misinformation to the
12 detriment of the Gas Company in a he said she said, third party hearsay evidence format makes it
13 culpable as it is a material misrepresentation,

14 it would be impossible for the agency to demand a temporary, and certainly not through
15 agency affirmation of the errant and inconclusive orders, to maintain the right to continue to
16 grant a civil ownership interest authority right to grant civil permanent gas shut off notices.

17 For unknown, undeclared reasons, and illicit reasons to gain control of property interests,
18 as sole owners of rights that they only currently have through easement.

19 Encroachment, attempts whether by neighbors with tree limbs that hang too low, or as by
20 joint tenancy or any other secretive measure to gain access is not an acceptable means of
21 conversion of property for assumption by a beneficial interest holder. And would be punishable
22 by law.

23 Investigatory for PUCO states by telephone only a statutory reference to health and safety
24 violations, with no notice to tenants as account holder of the safety issues present, and or other
25 notice of stator need to comply with even the verbally cited repair necessary, even in the
26 conclusion of investigations and well this after temporary service shut off had been fully
27 achieved.

28 Appellant makes herein a joint dispute of tenant's rights to maintain service, under
Current HEAP/ PIPP contract without suffering loss of services, or default status on their applied
subsidization service contract which might further impede their rights as disabled persons, to

1 receive this form of public assistance benefit: all due to this errant and initiated review process,
2 by red flag investigations by the master meter system operator, and its senior managers in
3 practice under commission. It is tantamount to legal harassment of the home owner.

4 Appellant Stating that it would be a criminal act, to facilitate such rash, and
5 unsubstantiated claims for civil shut off, determinations for the convenience of civil collection
6 agent, or civil enforcement parties, who in following through on such civil actions, create
7 attachment through easement, which are direct beneficiaries in assumption of the property
8 interest facilitated by and under further civil forfeiture orders. Or direct assumption of the master
9 meter orders, (an inversion claim) to do so, for any reason, outside of the pending appellate
10 review court for such matters, is unlawful and would be in contempt of court, subject to fines,
11 fees, and criminal action, if the civil authority were so inclined.

12 Such open appealable matters are the only court with legal jurisdiction wherein all linked
13 real property matters may be settled. In the Summit County Common Pleas Courts.

14 III

15 Facts of the Dominion dispute Case:

16 To the best of the Appellant: Homeowners Knowledge

17 Master Operator assigned, an inspection agent, to come in and inspect the property cited
18 for inspection of Master Operators equipment and metering systems. While there, convinced the
19 tenants residing at that property address to allow them entrance on that basis: but gave no notice
20 to the Appellant homeowner.

21 Response of the Investigator shows a copy of notice being sent to the appellant, but did
22 not seek permission to gain access to inspect, and appellant does not remember receiving such
23 notice: Regardless of who gave consent is not relevant to this case as the tenant approved entry
24 into the home to inspect the master metering system equipment.

25 Gas Company's unidentified inspectors, had no communications with the appellant
26 homeowner, to further demand repairs be made on their preliminary inspection. May 1, 2017.

27 Appellant had to hear about the inspection and one air bubble presence in the pressure
28 test, applied. But heard no further information about their compliance requirements, notice to

1 any party legally responsible (the homeowner) in agency denoting the need for repairs, and the
2 temporary shut off, which was made on that date.

3 Tenants notated, that scribbled notes were left behind, on May 1, 2017 by the testor, upon
4 entry to the house one day later, the owner/landlord noticed that the gas stove was removed from
5 its position in the kitchen as the principal's testing team, tested the entire home up to and
6 including gas appliances for leaks.

7 Appellant, looked at the home, concerning the leak verbally cited: and the shut off of
8 services: talking with the tenant on the second of June, 2017. In the morning and within 2 hours
9 had a repairman, to fix the verbally recited equipment violation: all within an 24 hours of the first
10 (entry of DOE's) inspection.

11 Equipment was repaired under warranty by a public service contracted agent ARS Rescue
12 Rooter; to do the work, who guarantee all work they do. Citing it had been done correctly and
13 tested ok, while there. Cited on his report, that more repairs might become necessary, and gave
14 an estimate for future work.

15 Tennant's of the 883 Ada Street property called back to the gas company who returned
16 on 05/03/2017.

17 Tenants, allowed Gas line Testers, SDOTI. back in for retesting of the cited equipment
18 from the first test: :

19 Findings of the investigator, based on hearsay testimony errantly states that no one would
20 allow entry into the home, which was untrue.

21 PUCO, Investigator further recites that the company had disconnected service to the
22 home without notice. Which is proximately what was said, in summary, but had to be corrected
23 several times, for him to get the statement correct.

24 Investigator Coady, cites that DEO's hearsay Response was to say that it sent
25 notifications to gain entry. Again; Appellant acknowledges, that Statutory law allows them entry
26 into the home for inspections of their equipment.

27 Appellant stated in second phase of phone conversation with Investigator, cites that in
28 light of the orders to proceed to shut off in failure to make further unestablished repairs, that she
would not allow ongoing continuous at will investigations and inspections for what they were
citing as non-compliance issues to continue, as they had been resolved by fixing of the first and

1 only noted incident: The air bubble cited for repair on 05/02/2017. With no other verbal repairs
2 cited, and no written notice to confirm civil reasoning for shut off.

3 Appellant had two conversations with Dominion East Ohio Gas directly with their
4 corporate administrative offices to try and settle the matter: 2 parties including one senior
5 executive, who were unable to understand the requests made by the homeowner, Appellant
6 herein in the return of services, for their unsubstantiated claims.

7 DEO-Citing over and over again their right to be there, their right to make inspection, and
8 that the inspection resulted in non-compliance for testing verbally told to me after complaint was
9 initiated, that it was a health hazard.

10 Appellant contended and disputed it verbally, citing that the company had no right to
11 continue to make re-testing of the whole house to re-establish a new non-compliance issue, after
12 the first testing date had approved all areas but the one bubble: further showing that the only
13 non-compliant area showing at that first visit had been repaired.

14 Adding now on appeal, with no need to re-test previous areas approved, as without
15 corrosion, bubbles, or other leaks found, no citing of loss of pressure, no written notice for such
16 non-compliance issues on the first verbal notice, makes the case to be closable as settled.

17 Gas Executives were a bit gruff, and treated the appellant as if these issues of the work
18 being repairs and warranted, were insignificant, in preference to the need to go forward to
19 demand upgrade of the entire gas line system for the home owner, or to face permanent shut off,
20 as the only issue at hand.

21
22 PUCO was contacted by email immediately thereafter executive manager dispute, to
23 make PUCO electronic email complaint.

24 In PUCO investigation findings, cited conversations as with the Gas company are as by
25 hearsay; they do not indicate or involve the discovery of any documents, to verify, or to
26 document any disclosure to the homeowner, before attempting permanent civil shut off notices.
27 Is a material omission of fact, and would be inadmissible in court.
28

1 DEO's response to the Appellant, as stated in the investigators findings are in error and
2 wholly inconclusive.

3 Appellant citing No such conversation happened, at least not that wasn't immediately
4 corrected. At no time did the appellant say that they were not permitted access to the home for
5 inspections ever. But that she would not be able to in good faith allow the company continued
6 access to make on going at will inspections for repairs already made, for inspections it had
7 already passed. that inspection of the repaired area were fine, but they could not continue to
8 harass me in order to proceed to civil shut off notices. Such an action constitutes as a material
misrepresentation and harassment.

9 The entire conversation as Stated by DEO is unrealistic, unfounded and inconclusive, and
10 shows no verification, of compliance reporting required to substantiate, nor the concept of
11 verification of reporting records that are a requirement of the policy making investigative
12 commission to sustain civil shut off, and other civil forfeiture actions.

13 Constitutionality in the making of federal suit to ensure that homeowners are not
14 continually abused would be a next step, but this self- regulatory agency under commission, has
15 no real checks and balances. And would be a legislative matter for redress of congress.

16 DEO, errantly and fraudulently states, or is misstated/ misrepresented by the Investigator,
17 that in re-testing that the leak errantly states that (1) it was not repaired, but now refers to the one
18 leak in the first inspection as if the leaks were several. *citing paragraph 2 sentence 3.

19 There is no written notice to declare, what the regulatory/statutory standards are with
20 regards to standards for Pressure and leak tests, given, to assure compliance and nor were the
21 convenience standards, and not for any real health hazard imposed. for there to be an emergency
22 threat, and any observance of determining by law the necessity to shut off services, for health
23 and safety hazards to the general public, civil shut off would have ensued immediately.
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IV

Law and argument portion:

The Homeowner is the only party of interest with remaining equity interests in the property. And unless and until the civil municipal corporation authority allows such claims to be heard, in the current open and appealable jurisdiction, under the effect of cease and desist trial court, under summons of complaint therein, all future municipal corporation orders would be extinguished, at least until all such trial court proceedings and the appeals process could be fully concluded in those now inclusive matters.

ORC§ 4905.26

Upon complaint in writing against any public utility by any person, firm, or corporation, or upon the initiative or complaint of the public utilities commission, that any rate, fare, charge, toll, rental, schedule, classification, or service, or any joint rate, fare, charge, toll, rental, schedule, classification, or service rendered, charged, demanded, exacted, or proposed to be rendered, charged, demanded, or exacted, is in any respect unjust, unreasonable, unjustly discriminatory, unjustly preferential, or in violation of law, or that any regulation, measurement, or practice affecting or relating to any service furnished by the public utility, or in connection with such service, is, or will be, in any respect unreasonable, unjust, insufficient, unjustly discriminatory, or unjustly preferential, or that any service is, or will be, inadequate or cannot be obtained, and, upon complaint of a public utility as to any matter affecting its own product or service, if it appears that reasonable grounds for complaint are stated, the commission shall fix a time for hearing and shall notify complainants and the public utility thereof. The notice shall be served not less than fifteen days before hearing and shall state the matters complained of. The commission may adjourn such hearing from time to time.

The parties to the complaint shall be entitled to be heard, represented by counsel, and to have process to enforce the attendance of witnesses.

This section does not apply to matters governed by Chapter 4913. of the Revised Code.

Amended by 130th General Assembly File No. TBD, SB 378, §1, eff. 3/23/2015.

Amended by 128th General Assembly File No.43, SB 162, §1, eff. 9/13/2010.

Effective Date: 09-29-1997 .

1 In the event of failure to make settlement and that such an illegal permanent shut off notice and
2 other civil forfeiture orders be on application: the Injunctive order for estoppel would apply.

3 4901:1-13-09 Fraudulent practice, tampering, and theft of gas service.

4 Broadly interpreted:

5 (I) "Fraudulent practice" means an intentional misrepresentation or concealment of a material
6 fact that the gas or natural gas company relies on to its detriment. Fraudulent practice does not
7 include (but not limited to) tampering or unauthorized reconnection of gas service.

8 Gas company is required to make such re-connection by certification orders of this body: and
9 any ongoing material and intentional misrepresentation or concealment of material fact that the
10 natural gas company relies upon to its detriment, makes the fully responsible for the induced
11 orders of the Senior, Principal or Master Meter System Operator. And thusly the costs involved
12 with investigation and re-connection fees that may apply.

13 §(b) The gas or natural gas company's telephone number and notice that the customer may
14 contest the disconnection by requesting an opportunity to discuss the matter with a company
15 representative.

16 Appellant States that the Gas Company relied upon false and misleading information to initiate
17 and demand the enforcement of civil agency orders to further initiate civil permanent shut off
18 notices as a means to make a possible inversion claim against the Appellants property as by and
19 through the Gas Company/ Vendors name: or by civil Municipal corporation partners with
20 shared interest and authority.

21 Any misleading and illicit claims by material misrepresentation to the homeowner, and the
22 service provider in order to proceed to civil forfeiture and other debt collection actions as an
23 underlying effect or ulterior motive is fraudulent.

24 In the reinstatement by certification of this commission: any Tarrif, reconnection and
25 investigation charges, should be charged to the civil initiating Authority inciting ongoing
26
27
28

1 investigations. Further damages are being created to the tenant under §(b) who may have further
2 rights to contest the companies findings. (completed initiated by the homeowner)

3 Appellant prays, that administrators/legislative authorities, will allow cooler minds to prevail in
4 settling this matter.
5

6 The Appellant has made all proper disputes for errant disconnection and formal complaint is
7 applied for in the time appropriate manner for return of services, substantiated by right to further
8 dispute any fraudulent misrepresentation preventing the return of necessary services a source of
9 tortious harm to the Appellant in restricted or loss of other property rights, and for the beneficial
10 services, to contracted account holder residing in that property.
11

12 Such notices were made by the Appellant Homeowner, to properly dispute this incident as sole
13 party of interest in the property at present.

14 Examples of knowing and intentional participation in making covert or underlying
15 omission of or other material misrepresentations are : fraudulent misrepresentation :

16 ORC §2921.11 Perjury.

17 (A) No person, in any official proceeding, shall knowingly make a false statement under oath or
18 affirmation, or knowingly swear or affirm the truth of a false statement previously made, when
19 either statement is material.

20 (B) A falsification is material, regardless of its admissibility in evidence, if it can affect the
21 course or outcome of the proceeding. It is no defense to a charge under this section that the
22 offender mistakenly believed a falsification to be immaterial.

23 (C) It is no defense to a charge under this section that the oath or affirmation was administered or
24 taken in an irregular manner.

25 (D) Where contradictory statements relating to the same material fact are made by the offender
26 under oath or affirmation and within the period of the statute of limitations for perjury, it is not
27 necessary for the prosecution to prove which statement was false, but only that one or the other
28 was false.

(E) No person shall be convicted of a violation of this section where proof of falsity rests solely
upon contradiction by testimony of one person other than the defendant.

1 (F) Whoever violates this section is guilty of perjury, a felony of the third degree.

2 Effective Date: 01-01-1974.

3 ORC §2921.12 Tampering with evidence.

4
5 (A) No person, knowing that an official proceeding or investigation is in progress, or is about to
6 be or likely to be instituted, shall do any of the following:

7 (1) Alter, destroy, conceal, or remove any record, document, or thing, with purpose to impair its
8 value or availability as evidence in such proceeding or investigation;

9 (2) Make, present, or use any record, document, or thing, knowing it to be false and with purpose
10 to mislead a public official who is or may be engaged in such proceeding or investigation, or
11 with purpose to corrupt the outcome of any such proceeding or investigation.

12 (B) Whoever violates this section is guilty of tampering with evidence, a felony of the third
13 degree.

Effective Date: 01-01-1974.

14 Such agency assistance in initiation orders for shut off, are to assist the corporations for which
15 they have mutual benefit of ownership in cannot possibly be investigated in an unbiased
16 assessment of the situation, and if it intends to uphold false civil orders based only on the
17 information provided when they tend to gain full ownership rights of the appellants property:
18 whether for commercial benefit or permanent estate control of all linked assets, is the motive or
19 merely for the retributive effect of municipal corporation managers the end result would be to
20 force the appellants hand to make due diligence and to pro-actively assert her right to protection
21 of property against all claims.

22 Rule 65 – Injunctions and Restraining Orders would apply:

23 Please re-consider, , by OAC 4112-3-04 RECONSIDERATION BY THE COMMISSION the
24 liability and roles assigned, in making the State a liability holder, who may either assist in
25 investigations to prevent corrupt acts or in waiver of their duties, be made liable again.
26
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28

1 Please consider the Gas providers role in liability as a vendor, when making decisions
2 concerning the overturn of your standing investigatory process orders:

3 And please consider the true impact on lives as another part of your obligation to statutory health
4 and safety, of two families who would be dramatically impacted, in the removal of safe and
5 affordable housing for indigent families made homeless without any verifiable, or civil shut off,
6 as for hazard testing evaluations but merely for the demand for upgrades wished for by the
7 regulatory controller, hardships are created by this incident.

8
9 The homeowner as well as the parties having an account open at this address have two small
10 children living with them; who now go without hot water, and bathe with relatives in order to
11 have a roof over their heads.

12
13 The landlord though limited entirely restricted of right to work, or any other resources under this
14 public works system at present would still like to follow through on upgrades, but cannot afford
15 to do so on demand.

16
17 And as such the legal standard is a yearly inspection visit restricted to the following march of
18 every year, for further cited possible repairs to be made.

19 **COMPLIANCE REQUIREMENTS RESET**

20
21 Compliance with ORC §4905.94 Master Meter Operator: (F) The commission
22 shall conduct safety audits to verify any finding contained in any report of a safety
23 inspection, investigate any complaint to determine compliance with sections 4905.90 to
24 4905.96 of the Revised Code and the pipe-line safety code, ensure compliance with those
25 sections and the pipe-line safety code, or review or verify corrective action for any
26 violation or noncompliance with those sections or the pipe-line safety code that was
27 committed by an operator of a master-meter system.

28 In the restoration of services: by Settlement plan of action

- Please make a certification of return of Service to the Account Holder and the Landlord/Homeowner: to avoid impropriety and in compliance with guidelines under ORC

- Please make an apology letter to the tenants and a full restoration of HEAP /PIPP services without further, harm to their family for the errant arrival of decision because of this inappropriate incident.
- Please Remove all Red Flag re-inspections by Master Service Inspection Notes to restrict those areas already testing approved in the making of first complaint, to allow for only the cited repairs, as necessary on new inspection review notices and inspection of gas lines on a yearly basis to persist.
- Please estop by commission orders for settlement on a voluntary basis, to cease from all other actions of intervention to create easement and civil forfeitures without the need to go to court. Rational and reasonable minds should prevail when making public and corporate decisions, and this can be worked out in a timely manner, for repair work without imposing a loss of property rights first.

In the failure to make equitable settlement an Estoppel action, will be filed with the court holding cease and desist orders on the property, and any time after day 15 after second notice: a total of 30 days to correct this error prior to going to court litigation proceedings for contempt issues will prevail.

Please restore services on reconsideration of the commission without further delay, and help us to find a mutually beneficial way to preserve services unimpeded, the protection of tenants services as well as the Appellants / homeowners property rights,

Your assistance in this matter is much appreciated

Dawn M. Heller, pro se

Dawn M. Heller, pro se

Appendices:

Appendix 1: First Notice to PUCO, concerning Cease and Desist Orders (on record

Dated June 5th, 2017)

Appendix 2: Notice of Cease and Desist under Summons of Complaint (Active while pending lawful appeal and finalization of all trial court proceedings on the matter)Attached:

Certificate of Service

Such demands for service of Complaint on parties of interest must be incurred 15 days prior to Docketed hearing date. In accordance with 4905.26 Complaints as to service. Please serve all Parties in congruence with notices of State and Government parties: Service on an agent is service upon the principal under: FRCP Rule 4.

Rules to the following parties:

Dominion East Ohio Gas
c/o: Legal Department & Corporate Communications
P.O. Box 26666
Richmond VA 23261

Ohio Public Utilities Commission
180 East Broad Street
Columbus, Ohio 43215-3793

c/o: PUCO Commissioners
M. Beth Trombold
Thomas W. Johnson
Lawrence K. Friedman
Daniel R. Conway
Azim S. Harque, Chairman

Humbly submitted this day,



Dawn M. Heller, pro se

CU 2015-09-4345

CEASE AND DESIST DEMAND
Pursuant to Title 17 of the United States Code

September 20, 2015

Summit County Partners -Fiduciaries

DANIEL M. HOFFIGAN
2015 SEP 24 PM 1:53
SUMMIT COUNTY
CLERK OF COURTS

Dear Senior Board Commissioners/ c/o: County Auditors, Sherriff, and those acting in a fiduciary or joint agency capacity. Liability: ORC §307.441 Errors and omissions insurance for officers, employees and judges... Please observe this mandatory notice to estop all credit collection efforts, harassment, adverse credit actions against the plaintiff, for property located at 883 Ada Street Akron, Ohio 44311. Summit County liable. Defense party Summit County Commissioners, under ORC 307 may further join with the Plaintiff to seem return of valid property interests, in Settlement. Media will receive notice in failure to submit to plaintiff's legitimate rights to retain property interests to American soil.

NOTICE

CEASE AND DESIST ALL RETENTION, DETENTION, SALE, DISPOSAL, LOSS, ABANDONMENT, AND CONVERSION OF REAL PROPERTY-

Dawn M. Heller, pro se is the owner of property Located at 883 Ada Street, Akron, Ohio, Plaintiff herein a Resident of Summit Count, on notice from comes now and asks Defense parties Served and enjoined for linked Property Trust issues.

Summit County Probate, Sherriff's, all recording, and clerks, and judiciary office's for failure to admit to voluntary compliance with three FOIA Requests made: In Late April 2015 for which Fiduciary partners under Joint Commissioned Contract feigned ignorance, in the loss of contract, and all other pertinent conveyance reports requested. For the purpose of Retributively removing all rights of the Plaintiff to have any income, imposing extreme hardship.

- 1) SI poms 01120.203G allows for the retention of SSI income without the counting of resources, under trust. Trust application on file with the Summit County Probate Courts.
- 2) ORC 5303.01; Summit County Common Pleas Case captioned Complaint for quiet title CV2015-01-0163, and... Federal District Court Sarah Loi Presiding 5:15 CV 520.
- 3) Returned back to the common pleas courts: CV2015-01-0163 from for immediate hearing on further enjoined real property matters filed in the misappropriation of real property and mandatory enjoinder of parties for injunctive relief, and plaintiff suit as tax payer for failure to prosecute by County, or States Attorney General in its "investigatory" processes. Which might be considered by reasonable persons as obstruction of justice.

The time limit to fulfill such Delivery of FOIA requests as you know is 20 days in the making available of all pertinent trust and related property documents, specifically requested for the purpose of retaining sovereign property rights. ORC§149.43 Availability of public records for inspection and copying, as made to the Summit County Probate Court, Summit Count Clerk of

Courts, and Probate Clerks office. Baliff and magistrates of the court, failed to make available such records, and as such, Plaintiff herein holds the only valid claims, to property located at 883 ada Street with Documents attached as , verification of plaintiff's claims on that property.

- 1) Specifically A warranty deed. A warranty deed is a type of deed where the grantor (seller) guarantees that he or she holds clear title to a piece of real estate and has a right to sell it to the grantee (buyer).
- 2) Specifically a release of lien, by a Federal reserve holder, without any other show of standing by contract holder.
- 3) Retail market value, and other supplemental tax errors, failure to apply taxes, escrow and other Principal and interest. (common please action to quiet title)

Plaintiff further shows that she has received all rights to further Proceed, in entry into trust agreement to protect said property Interest and all further Interests enjoined.

Plaintiff under complaint with Common Pleas Courts, gave INSTRUMENT INFORMATION that the county as fiduciary claims not to understand plaintiff's requests for, are available under Summit County Common Pleas complaint to quiet title as "evidentiary proof." Plaintiff as a party in complaint has Personal, chattel, residential Property, equity, pooled and other linked trust Interests and the right to tort damages by strict liability.

You are hereby ordered to cease and desist from such actions, as outlined herein within ten days, to stop all further proceedings in the detention, retention and unlawful sale of the Plaintiff's property located at 883 Ada Street Akron, Ohio 44306, under Treasury Code 655, Treasury Code 900, or any other ascribed Medicaid liens attached to trust. Accordingly, please sign and return the attached Agreement

within ten (10) days to further prevent Injunctive orders.

It has come to our attention that you have planned a Sheriff's Sale On that property to be Scheduled for delivery as early as November of 2015.

Plaintiff makes demands for the tax removal, and further exemption from taxation, encumbrances, fines, fees, and adjustments, from that property, Removal of all adverse credit collection efforts, by holders, assigned collectors, state collections, the removal of adverse credit reporting for that property interest, and Return of credit standing to 720 plus, legal reasoning is based on fraudulent trust encroachment and the counties voluntary role in multiple theft and redistribution of the plaintiff's land and other real property interests. Plaintiff makes demands for granting the Plaintiff Certificate of title, for all properties that will be in dispute by complaint with the common pleas court, or by application to trust with the probate court. All certificated property interests must also have clearly marked previous historical and clear chain of title for that property in its original ownership.

Claims for loss, abandoned, or misappropriated land or property interests, must be substantiated by the County voluntarily and not in the protection of Intellectual property holders, or face full liability for all further claims enjoined.

Summit County is made a scapegoat by Federal Contract holders and will only escape the full liability for all Federalism crimes which shall be upheld in its failure to settle, failure to release property interests and all oppressive and errant charges, and failure to comply with voluntary discovery, which is material misrepresentation and is automatic cause for unbiased tax payer review by injunctive review.

Defense liability partner, County of Summit, is offered a fair and full disclosure of claims, by the Plaintiff for ten years, in attempts to settle by the plaintiff, Before fiduciaries are forced to adopt full liability for enjoined claims, Plaintiff, wished to give you one opportunity to discontinue your illegal conduct by complying with this demand within ten (10) days. Accordingly, please sign and return the attached *Agreement* within ten (10) days to show voluntary compliance.

Plaintiff has made pending ex-parte' hearing for injunctive relief and related cease and desist by Federalism Employer Social Security Administration. War crimes, treason, and financial high crimes are included in these enjoined claims.

If you or your attorney have any questions, that I can clarify for you, please contact me directly

To make an appropriate court hearing date to discuss a settlement with sincere, legitimate and local commissioners, to discuss settlement of enjoined or singular claims, as ordered by the court.

Sincerely,

Dawn M. Heller

**Dawn M. Heller, pro se
838 May Street #1
Akron Ohio 44311
(234) 678-7809**

Notary's Seal:

State of: Ohio

County of: Summit

On 09/08/2015 before me, Dana A. Marshall, Notary Public

Personally appeared, Dawn M. Heller

☐ Personally known to me

OR

☒ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and has hereby acknowledged to me that he/she/they have executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

OH DL # R0096025

Witness my hand and official seal



DANA A. MARSHALL, Notary Public
Residence-Summit County
State Wide Jurisdiction, Ohio
My Commission Expires December 20, 2016

[Signature]

Notary Signature

Dana A. Marshall

Print Name

Quiet Title Settlement Agreement

I, _____ (Fiduciary, or approved party, or Commissioner), agree to immediately cease and desist all attempts to remove legitimate holding rights for all property interests further enjoined, This legal action is "brought to remove a cloud on the title" on linked property interests, to remove all defect, and return credit standing and ability to obtain loan on such property, return of sovereign status as a citizen, rights to land use retained by the County, if it may act responsibly to protect such citizen rights and not under third party lease agreement. That further the Plaintiff may fully remove all threat of Associated insurance holders, privity and by certificate forever be free of claims against the property.[1] I observe that the linked action to quiet title resembles other forms of "preventive adjudication," through , loss, abandonment or conversion, and I will have the burden of proof in all land stack and usage conversions, to allow trust entities to steal the Plaintiff's property, and the procurement, supply chain, agricultural, air, water, policing and other rights, in the re-distribution of said property chain of title interest. Failure and the transfer of such property interests, through unlawful replevin foreclosure /Tax arrearage actions, or other planned environmental actions will further hold the county liable. Fiduciary agree's, that in exchange for releasing any and all retributive appeals and court claims by partners, against the Plaintiff, that they will avert automatic losses for Material Breach of Contract by a Fiduciary material breach in its unlawful and treasonous operating structure.

In the event this agreement is breached by County, or appointed commissioners, to allow such unlawful re-districting of all civil and constitutional rights, shall regardless of response or not, will hold the parties liable in failure to respond within in 20 days. All Linked fiduciaries, associates and partners, are substantially insured, against losses claimed by the Plaintiff, Dawn M. Heller, Pro se, and release of all linked property interests, will be asserted by each individual linked claim to the courts through the first three property interests, and then further enjoined. Plaintiff will be entitled to all tort damages, fines, fees, court costs and attorney's fees in any related action brought to enforce this agreement and shall be free to pursue all rights that MS. Heller had as of the date of this letter as if this letter had never been signed.

We agree to Appropriate "Special" Court Settlement hearing will only be accepted if scheduled by the County Fiduciary by the end of September 2015. We acknowledge that the Plaintiff has not imposed any threat to public security interests, as she sought vehemently to protect such interests by ex-parte' hearing since January 9, 2015.

Signed: _____

Dated: _____

CERTIFICATE/ PROOF OF SERVICE

This is to certify that I, Dawn M. Heller, pro se, have this date served a true and correct copy of the above and foregoing Motion amending service in compliance with FCPR 4, and did by U.S. Certified Mail, with postage prepaid, and tracking in the State of Ohio, to the following counsel of record for the State:

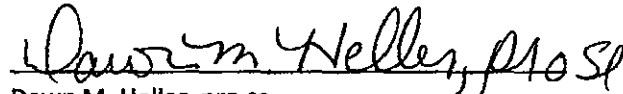
Primary Defendant:

Summit County Commissioners c/o:
Summit County Fiduciary Director
175 S. Main Street, Akron, Ohio 44308

BUREAU OF VOCATIONAL REHABILITATION
UNDER STATE GOVERNOR'S BOARD
4304 OLD SCIOTO TR., UNIT B
Portsmouth, OH 45662.

GOOD WILL INDUSTRIES INTERNATIONAL
570 E WATERLOO RD
Akron, Ohio 44312

Humbly Submitted,

A handwritten signature in cursive script that reads "Dawn M. Heller, pro se". The signature is written in dark ink and is positioned above the printed name and address.

Dawn M. Heller, pro se
838 May Street #1
Akron, Ohio 44311
(234)678-7809

Dawn M. Heller, pro se,

Appellant

V.

Dawn M. Heller
838 May Street #1,
Akron, Ohio 44311

Ohio Public Utilities Commission
180 East Broad Street
Columbus, Ohio 43215-3793

c/o: PUCO Commissioners
M. Beth Trombold
Thomas W. Johnson
Lawrence K Friedman
Daniel R. Conway
Azim S. Harque, Chairman

Complaint No.:DHEL0528217SX

Re: Investigation by:
PUCO Customer Service Investigator; -
Mr.Choady

**Dominion East Ohio Gas Company/
Service Provider
For address 883 Ada Street
Akron, Ohio 44306**

Appellant Brief

I

Plaintiff/ Appellant, herein Seeks to appeal and overturn of the findings of Dominion East Ohio Gas/ Service Provider, temporary shut off of gas services for tenant address located at 883 Ada Street Akron, Ohio 44306.

Appellant under ORC 4905.26 Complaints as to service. Appellant files this complaint, showing particularity, with regards to matters of discriminatory treatment to allow distinct arguments in dispute of the current temporary suspension of services, without verification citing a need to prevent permanent shut off notices: this appeals process is pre-requisite, to all parties

1 of interest to prevent such further civil actions against the appellant, or in substantiation of
2 claims being arbitrarily closed, or properly settled upon.

3 EAST Ohio Gas Company is a Natural Gas provider for end user usage as defined under
4 ORC§4905.02 Public utility defined. Operating with a distinct interest in claims, as reviewed by
5 PUCO in that they are a Municipal Corporation Owned and Operated, "Public Utility" or for Gas
6 Service provisions received within the State as a "Public Utility" under 4905.03 Public utility
7 company definitions. With distinct interests in these claims.

8 Such operator parties have made errant misrepresentations of material facts in this case,
9 to submit claims for underlying or to possibly aid in illicit purposes for joint interest.

10 Agency seeks to enforce make an errant and unfounded mandatory request for full
11 upgrade of residential gas lines. Without verification of any inspection being done on the
12 premises.

13 Appellant herein cites that such joint participation under public agency is sufficient
14 enough to warrant further investigations in the failure to settle this matter.

15 But there is no substantiation of matters of fact to sustain a civil order for forfeiture, i.e.
16 permanent shut off of services by civil order, and or attachments to the property which might
17 ensue.

18 Such issues are linked related property matters: currently on appeal by Summons of
19 Complaint, with active cease and desist orders, enforced therein. CV-2015-09-4345. With re-
20 opening of such claims being made mandatory, if such adverse civil actions proceed in
21 continuous violation of active Cease and Desist Motions filed on Summons of Complaint on
22 September 24th, 2015. A copy of that Notice to Cease and desist attached, hereto.

23 Appellant seeks overturn of the Finding of Investigators:

24 Finalized, Now being further considered, for appellate review and overturn, for egregious
25 unwarranted, intervening powers, setting forth the make demanded civil outcome of their
26 choosing, and without the consideration of following their own regulatory and Statutory
27 framework guidelines, while imposing harsh orders and shut off that was unattainable, and
28 impracticable without even citing which repairs were necessary.

While the issue in this case is one of "non-compliance" for civil shut off notices:

1 4905.94 Operator of master-meter system. Or of the operating ownership, public
2 municipal or vendor authorities as stated further herein. Did so without verification or accurate
3 testing, made no report of health hazard, and gave no notice to be able to enforce further civil
4 actions against the appellant by their authority only.

5 The time to issue such orders was at the time of shut off: not some months later or on
6 threat of litigation.

7 Appellant, to avoid impending civil litigation, is in the interim, herein to justify, the right
8 to return of gas services to her tenants without further delay.

9 II

10
11 Appellant requests a docketed hearing, to be held, with copies sent to all parties in
12 congruence with ORC 4901.-1-05.

13 To discuss, and reverse all matters due to:

- 14 1. Lack of Jurisdiction over subject matter of related to potential real property inversion
- 15 2. Lack of Personal Jurisdiction over the person having ownership rights, inclusive of all
16 related linked property rights.
- 17 3. & In light of errant and egregious civil orders, invoked by the same civil municipal
18 corporation agents, acting with malice and in determined overreach in civil claims
19 stated, to invoke criminal charges against a pro se appellant, for requesting civil
20 damages:

21 Operator has a burden of proof in asserting proper Inspections and notices in gas testing
22 and corrosion/ leak repairs. by and on behalf of the appellant, the Investigating Commission
23 errantly and possibly under coercion, deems it necessary to uphold such initiating orders, to
24 demand the permanent shut off in the failure to upgrade all facilities in the Appellants rental
property with no promise of ever returning gas services, for any cited reason.

25 Facts of the Case:

26 Michael Coady , Customer Service Inspector for PUCO,

27 Made final opinion on investigations conducted by him, and reported on May 19th, 2017.

28 Appellant made dispute of those claims and letter asserting first notice of agency being in breach

1 of active cease and desist orders against that property until the conclusion of all trial matters on it
2 and any related property interests under CV-2015-09-4345, currently awaiting overturn, on
3 notice to the Summit County, Board of Review for CA-28588.

4 Failure to show compliance records under master operator inspections: Each operator of
5 a master-meter system shall conduct safety inspections as required by sections 4905.90 to
6 4905.96. Failure of the inspection report, production of other necessary disclosures, establishes
7 that the findings of Mr. Coady are in error and inconclusive, and unable to verify any factual
8 evidence in this case.

9 In an inversion approach by quasi-governmental officials to enforce civil actions against
10 property owner, in the failed production of no verifiable evidence on investigation is at best
11 extreme negligence, but in that the State service provider was reliant upon misinformation to the
12 detriment of the Gas Company in a he said she said, third party hearsay evidence format makes it
13 culpable as it is a material misrepresentation,

14 it would be impossible for the agency to demand a temporary, and certainly not through
15 agency affirmation of the errant and inconclusive orders, to maintain the right to continue to
16 grant a civil ownership interest authority right to grant civil permanent gas shut off notices.

17 For unknown, undeclared reasons, and illicit reasons to gain control of property interests,
18 as sole owners of rights that they only currently have through easement.

19 Encroachment, attempts whether by neighbors with tree limbs that hang too low, or as by
20 joint tenancy or any other secretive measure to gain access is not an acceptable means of
21 conversion of property for assumption by a beneficial interest holder. And would be punishable
22 by law.

23 Investigatory for PUCO states by telephone only a statutory reference to health and safety
24 violations, with no notice to tenants as account holder of the safety issues present, and or other
25 notice of stator need to comply with even the verbally cited repair necessary, even in the
26 conclusion of investigations and well this after temporary service shut off had been fully
27 achieved.

28 Appellant makes herein a joint dispute of tenant's rights to maintain service, under
Current HEAP/ PIPP contract without suffering loss of services, or default status on their applied
subsidization service contract which might further impede their rights as disabled persons, to

1 receive this form of public assistance benefit: all due to this errant and initiated review process,
2 by red flag investigations by the master meter system operator, and its senior managers in
3 practice under commission. It is tantamount to legal harassment of the home owner.

4 Appellant Stating that it would be a criminal act, to facilitate such rash, and
5 unsubstantiated claims for civil shut off, determinations for the convenience of civil collection
6 agent, or civil enforcement parties, who in following through on such civil actions, create
7 attachment through easement, which are direct beneficiaries in assumption of the property
8 interest facilitated by and under further civil forfeiture orders. Or direct assumption of the master
9 meter orders, (an inversion claim) to do so, for any reason, outside of the pending appellate
10 review court for such matters, is unlawful and would be in contempt of court, subject to fines,
11 fees, and criminal action, if the civil authority were so inclined.

12 Such open appealable matters are the only court with legal jurisdiction wherein all linked
13 real property matters may be settled. In the Summit County Common Pleas Courts.

14 III

15 Facts of the Dominion dispute Case:

16 To the best of the Appellant: Homeowners Knowledge

17 Master Operator assigned, an inspection agent, to come in and inspect the property cited
18 for inspection of Master Operators equipment and metering systems. While there, convinced the
19 tenants residing at that property address to allow them entrance on that basis: but gave no notice
20 to the Appellant homeowner.

21 Response of the Investigator shows a copy of notice being sent to the appellant, but did
22 not seek permission to gain access to inspect, and appellant does not remember receiving such
23 notice: Regardless of who gave consent is not relevant to this case as the tenant approved entry
24 into the home to inspect the master metering system equipment.

25 Gas Company's unidentified inspectors, had no communications with the appellant
26 homeowner, to further demand repairs be made on their preliminary inspection. May 1, 2017.

27 Appellant had to hear about the inspection and one air bubble presence in the pressure
28 test, applied. But heard no further information about their compliance requirements, notice to

1 any party legally responsible (the homeowner) in agency denoting the need for repairs, and the
2 temporary shut off, which was made on that date.

3 Tenants notated, that scribbled notes were left behind, on May 1, 2017 by the testor, upon
4 entry to the house one day later, the owner/landlord noticed that the gas stove was removed from
5 its position in the kitchen as the principal's testing team, tested the entire home up to and
6 including gas appliances for leaks.

7 Appellant, looked at the home, concerning the leak verbally cited: and the shut off of
8 services: talking with the tenant on the second of June, 2017. In the morning and within 2 hours
9 had a repairman, to fix the verbally recited equipment violation: all within an 24 hours of the first
(entry of DOE's) inspection.

10 Equipment was repaired under warranty by a public service contracted agent ARS Rescue
11 Rooter; to do the work, who guarantee all work they do. Citing it had been done correctly and
12 tested ok, while there. Cited on his report, that more repairs might become necessary, and gave
13 an estimate for future work.

14 Tennant's of the 883 Ada Street property called back to the gas company who returned
15 on 05/03/2017.

16 Tenants, allowed Gas line Testers, SDOTI. back in for retesting of the cited equipment
17 from the first test: :

18 Findings of the investigator, based on hearsay testimony errantly states that no one would
19 allow entry into the home, which was untrue.

20 PUCO, Investigator further recites that the company had disconnected service to the
21 home without notice. Which is proximately what was said, in summary, but had to be corrected
several times, for him to get the statement correct.

22 Investigator Coady, cites that DEO's hearsay Response was to say that it sent
23 notifications to gain entry. Again; Appellant acknowledges, that Statutory law allows them entry
24 into the home for inspections of their equipment.

25 Appellant stated in second phase of phone conversation with Investigator, cites that in
26 light of the orders to proceed to shut off in failure to make further unestablished repairs, that she
27 would not allow ongoing continuous at will investigations and inspections for what they were
28 citing as non-compliance issues to continue, as they had been resolved by fixing of the first and

1 only noted incident: The air bubble cited for repair on 05/02/2017. With no other verbal repairs
2 cited, and no written notice to confirm civil reasoning for shut off.

3 Appellant had two conversations with Dominion East Ohio Gas directly with their
4 corporate administrative offices to try and settle the matter: 2 parties including one senior
5 executive, who were unable to understand the requests made by the homeowner, Appellant
6 herein in the return of services, for their unsubstantiated claims.

7 DEO-Citing over and over again their right to be there, their right to make inspection, and
8 that the inspection resulted in non-compliance for testing verbally told to me after complaint was
9 initiated, that it was a health hazard.

10 Appellant contended and disputed it verbally, citing that the company had no right to
11 continue to make re-testing of the whole house to re-establish a new non-compliance issue, after
12 the first testing date had approved all areas but the one bubble: further showing that the only
13 non-compliant area showing at that first visit had been repaired.

14 Adding now on appeal, with no need to re-test previous areas approved, as without
15 corrosion, bubbles, or other leaks found, no citing of loss of pressure, no written notice for such
16 non-compliance issues on the first verbal notice, makes the case to be closable as settled.

17 Gas Executives were a bit gruff, and treated the appellant as if these issues of the work
18 being repairs and warranted, were insignificant, in preference to the need to go forward to
19 demand upgrade of the entire gas line system for the home owner, or to face permanent shut off,
20 as the only issue at hand.

21
22 PUCO was contacted by email immediately thereafter executive manager dispute, to
23 make PUCO electronic email complaint.

24 In PUCO investigation findings, cited conversations as with the Gas company are as by
25 hearsay; they do not indicate or involve the discovery of any documents, to verify, or to
26 document any disclosure to the homeowner, before attempting permanent civil shut off notices.
27 Is a material omission of fact, and would be inadmissible in court.
28

1 DEO's response to the Appellant, as stated in the investigators findings are in error and
2 wholly inconclusive.

3 Appellant citing No such conversation happened, at least not that wasn't immediately
4 corrected. At no time did the appellant say that they were not permitted access to the home for
5 inspections ever. But that she would not be able to in good faith allow the company continued
6 access to make on going at will inspections for repairs already made, for inspections it had
7 already passed. that inspection of the repaired area were fine, but they could not continue to
8 harass me in order to proceed to civil shut off notices. Such an action constitutes as a material
misrepresentation and harassment.

9 The entire conversation as Stated by DEO is unrealistic, unfounded and inconclusive, and
10 shows no verification, of compliance reporting required to substantiate, nor the concept of
11 verification of reporting records that are a requirement of the policy making investigative
12 commission to sustain civil shut off, and other civil forfeiture actions.

13 Constitutionality in the making of federal suit to ensure that homeowners are not
14 continually abused would be a next step, but this self- regulatory agency under commission, has
15 no real checks and balances. And would be a legislative matter for redress of congress.

16 DEO, errantly and fraudulently states, or is misstated/ misrepresented by the Investigator,
17 that in re-testing that the leak errantly states that (1) it was not repaired, but now refers to the one
18 leak in the first inspection as if the leaks were several. *citing paragraph 2 sentence 3.

19 There is no written notice to declare, what the regulatory/statutory standards are with
20 regards to standards for Pressure and leak tests, given, to assure compliance and nor were the
21 convenience standards, and not for any real health hazard imposed. for there to be an emergency
22 threat, and any observance of determining by law the necessity to shut off services, for health
23 and safety hazards to the general public, civil shut off would have ensued immediately.

IV

Law and argument portion:

The Homeowner is the only party of interest with remaining equity interests in the property. And unless and until the civil municipal corporation authority allows such claims to be heard, in the current open and appealable jurisdiction, under the effect of cease and desist trial court, under summons of complaint therein, all future municipal corporation orders would be extinguished, at least until all such trial court proceedings and the appeals process could be fully concluded in those now inclusive matters.

ORC§ 4905.26

Upon complaint in writing against any public utility by any person, firm, or corporation, or upon the initiative or complaint of the public utilities commission, that any rate, fare, charge, toll, rental, schedule, classification, or service, or any joint rate, fare, charge, toll, rental, schedule, classification, or service rendered, charged, demanded, exacted, or proposed to be rendered, charged, demanded, or exacted, is in any respect unjust, unreasonable, unjustly discriminatory, unjustly preferential, or in violation of law, or that any regulation, measurement, or practice affecting or relating to any service furnished by the public utility, or in connection with such service, is, or will be, in any respect unreasonable, unjust, insufficient, unjustly discriminatory, or unjustly preferential, or that any service is, or will be, inadequate or cannot be obtained, and, upon complaint of a public utility as to any matter affecting its own product or service, if it appears that reasonable grounds for complaint are stated, the commission shall fix a time for hearing and shall notify complainants and the public utility thereof. The notice shall be served not less than fifteen days before hearing and shall state the matters complained of. The commission may adjourn such hearing from time to time.

The parties to the complaint shall be entitled to be heard, represented by counsel, and to have process to enforce the attendance of witnesses.

This section does not apply to matters governed by Chapter 4913. of the Revised Code.

Amended by 130th General Assembly File No. TBD, SB 378, §1, eff. 3/23/2015.

Amended by 128th General Assembly File No.43, SB 162, §1, eff. 9/13/2010.

Effective Date: 09-29-1997 .

1 In the event of failure to make settlement and that such an illegal permanent shut off notice and
2 other civil forfeiture orders be on application: the Injunctive order for estoppel would apply.

3 4901:1-13-09 Fraudulent practice, tampering, and theft of gas service.

4 Broadly interpreted:

5 (I) "Fraudulent practice" means an intentional misrepresentation or concealment of a material
6 fact that the gas or natural gas company relies on to its detriment. Fraudulent practice does not
7 include (but not limited to) tampering or unauthorized reconnection of gas service.

8 Gas company is required to make such re-connection by certification orders of this body: and
9 any ongoing material and intentional misrepresentation or concealment of material fact that the
10 natural gas company relies upon to its detriment, makes the fully responsible for the induced
11 orders of the Senior, Principal or Master Meter System Operator. And thusly the costs involved
12 with investigation and re-connection fees that may apply.

13
14 §(b) The gas or natural gas company's telephone number and notice that the customer may
15 contest the disconnection by requesting an opportunity to discuss the matter with a company
16 representative.

17 Appellant States that the Gas Company relied upon false and misleading information to initiate
18 and demand the enforcement of civil agency orders to further initiate civil permanent shut off
19 notices as a means to make a possible inversion claim against the Appellants property as by and
20 through the Gas Company/ Vendors name: or by civil Municipal corporation partners with
21 shared interest and authority.

22 Any misleading and illicit claims by material misrepresentation to the homeowner, and the
23 service provider in order to proceed to civil forfeiture and other debt collection actions as an
24 underlying effect or ulterior motive is fraudulent.

25
26 In the reinstatement by certification of this commission: any Tarrif, reconnection and
27 investigation charges, should be charged to the civil initiating Authority inciting ongoing
28

1 investigations. Further damages are being created to the tenant under §(b) who may have further
2 rights to contest the companies findings. (completed initiated by the homeowner)

3 Appellant prays, that administrators/legislative authorities, will allow cooler minds to prevail in
4 settling this matter.
5

6 The Appellant has made all proper disputes for errant disconnection and formal complaint is
7 applied for in the time appropriate manner for return of services, substantiated by right to further
8 dispute any fraudulent misrepresentation preventing the return of necessary services a source of
9 tortious harm to the Appellant in restricted or loss of other property rights, and for the beneficial
10 services, to contracted account holder residing in that property.
11

12 Such notices were made by the Appellant Homeowner, to properly dispute this incident as sole
13 party of interest in the property at present.

14 Examples of knowing and intentional participation in making covert or underlying
15 omission of or other material misrepresentations are : fraudulent misrepresentation :

16 ORC §2921.11 Perjury.

17 (A) No person, in any official proceeding, shall knowingly make a false statement under oath or
18 affirmation, or knowingly swear or affirm the truth of a false statement previously made, when
19 either statement is material.

20 (B) A falsification is material, regardless of its admissibility in evidence, if it can affect the
21 course or outcome of the proceeding. It is no defense to a charge under this section that the
22 offender mistakenly believed a falsification to be immaterial.

23 (C) It is no defense to a charge under this section that the oath or affirmation was administered or
24 taken in an irregular manner.

25 (D) Where contradictory statements relating to the same material fact are made by the offender
26 under oath or affirmation and within the period of the statute of limitations for perjury, it is not
27 necessary for the prosecution to prove which statement was false, but only that one or the other
28 was false.

(E) No person shall be convicted of a violation of this section where proof of falsity rests solely
upon contradiction by testimony of one person other than the defendant.

1 (F) Whoever violates this section is guilty of perjury, a felony of the third degree.

2 Effective Date: 01-01-1974.

3 ORC §2921.12 Tampering with evidence.

4
5 (A) No person, knowing that an official proceeding or investigation is in progress, or is about to
6 be or likely to be instituted, shall do any of the following:

7 (1) Alter, destroy, conceal, or remove any record, document, or thing, with purpose to impair its
8 value or availability as evidence in such proceeding or investigation;

9 (2) Make, present, or use any record, document, or thing, knowing it to be false and with purpose
10 to mislead a public official who is or may be engaged in such proceeding or investigation, or
with purpose to corrupt the outcome of any such proceeding or investigation.

11 (B) Whoever violates this section is guilty of tampering with evidence, a felony of the third
12 degree.

13 Effective Date: 01-01-1974.

14 Such agency assistance in initiation orders for shut off, are to assist the corporations for which
15 they have mutual benefit of ownership in cannot possibly be investigated in an unbiased
16 assessment of the situation, and if it intends to uphold false civil orders based only on the
17 information provided when they tend to gain full ownership rights of the appellants property:
18 whether for commercial benefit or permanent estate control of all linked assets, is the motive or
19 merely for the retributive effect of municipal corporation managers the end result would be to
20 force the appellants hand to make due diligence and to pro-actively assert her right to protection
21 of property against all claims.
22

23 Rule 65 – Injunctions and Restraining Orders would apply:

24 Please re-consider, , by OAC 4112-3-04 RECONSIDERATION BY THE COMMISSION the
25 liability and roles assigned, in making the State a liability holder, who may either assist in
26 investigations to prevent corrupt acts or in waiver of their duties, be made liable again.
27
28

1 Please consider the Gas providers role in liability as a vendor, when making decisions
2 concerning the overturn of your standing investigatory process orders:

3 And please consider the true impact on lives as another part of your obligation to statutory health
4 and safety, of two families who would be dramatically impacted, in the removal of safe and
5 affordable housing for indigent families made homeless without any verifiable, or civil shut off,
6 as for hazard testing evaluations but merely for the demand for upgrades wished for by the
7 regulatory controller, hardships are created by this incident.

8
9 The homeowner as well as the parties having an account open at this address have two small
10 children living with them; who now go without hot water, and bathe with relatives in order to
11 have a roof over their heads.

12
13 The landlord though limited entirely restricted of right to work, or any other resources under this
14 public works system at present would still like to follow through on upgrades, but cannot afford
15 to do so on demand.

16
17 And as such the legal standard is a yearly inspection visit restricted to the following march of
18 every year, for further cited possible repairs to be made.

19 **COMPLIANCE REQUIREMENTS RESET**

20
21 Compliance with ORC §4905.94 Master Meter Operator: (F) The commission
22 shall conduct safety audits to verify any finding contained in any report of a safety
23 inspection, investigate any complaint to determine compliance with sections 4905.90 to
24 4905.96 of the Revised Code and the pipe-line safety code, ensure compliance with those
25 sections and the pipe-line safety code, or review or verify corrective action for any
26 violation or noncompliance with those sections or the pipe-line safety code that was
27 committed by an operator of a master-meter system.

28 In the restoration of services: by Settlement plan of action

- Please make a certification of return of Service to the Account Holder and the
Landlord/Homeowner: to avoid impropriety and in compliance with guidelines under
ORC

- Please make an apology letter to the tenants and a full restoration of HEAP /PIPP services without further, harm to their family for the errant arrival of decision because of this inappropriate incident.
- Please Remove all Red Flag re-inspections by Master Service Inspection Notes to restrict those areas already testing approved in the making of first complaint, to allow for only the cited repairs, as necessary on new inspection review notices and inspection of gas lines on a yearly basis to persist.
- Please estop by commission orders for settlement on a voluntary basis, to cease from all other actions of intervention to create easement and civil forfeitures without the need to go to court. Rational and reasonable minds should prevail when making public and corporate decisions, and this can be worked out in a timely manner, for repair work without imposing a loss of property rights first.

In the failure to make equitable settlement an Estoppel action, will be filed with the court holding cease and desist orders on the property, and any time after day 15 after second notice: a total of 30 days to correct this error prior to going to court litigation proceedings for contempt issues will prevail.

Please restore services on reconsideration of the commission without further delay, and help us to find a mutually beneficial way to preserve services unimpeded, the protection of tenants services as well as the Appellants / homeowners property rights,

Your assistance in this matter is much appreciated

Dawn M. Heller, pro se

Dawn M. Heller, pro se

Appendices:

Appendix 1: First Notice to PUCO, concerning Cease and Desist Orders (on record

Dated June 5th, 2017)

Appendix 2: Notice of Cease and Desist under Summons of Complaint (Active while pending lawful appeal and finalization of all trial court proceedings on the matter)Attached:

Certificate of Service

Such demands for service of Complaint on parties of interest must be incurred 15 days prior to Docketed hearing date. In accordance with 4905.26 Complaints as to service. Please serve all Parties in congruence with notices of State and Government parties: Service on an agent is service upon the principal under: FRCP Rule 4.

Rules to the following parties:

Dominion East Ohio Gas
c/o: Legal Department & Corporate Communications
P.O. Box 26666
Richmond VA 23261

Ohio Public Utilities Commission
180 East Broad Street
Columbus, Ohio 43215-3793

c/o: PUCO Commissioners
M. Beth Trombold
Thomas W. Johnson
Lawrence K Friedman
Daniel R. Conway
Azim S. Harque, Chairman

Humbly submitted this day,

Dawn M. Heller, pro se

Dawn M. Heller, pro se

CV 2015-09-4345

CEASE AND DESIST DEMAND
Pursuant to Title 17 of the United States Code

September 20, 2015

Summit County Partners -Fiduciaries

DANIEL M. HERRIGAN
2015 SEP 24 PM 1:53
SUMMIT COUNTY
CLERK OF COURTS

Dear Senior Board Commissioners/ c/o: County Auditors, Sherriff, and those acting in a fiduciary or joint agency capacity. Liability: ORC §307.441 Errors and omissions insurance for officers, employees and judges... Please observe this mandatory notice to estop all credit collection efforts, harassment, adverse credit actions against the plaintiff, for property located at 883 Ada Street Akron, Ohio 44311. Summit County liable. Defense party Summit County Commissioners, under ORC 307 may further join with the Plaintiff to seem return of valid property interests, in Settlement. Media will receive notice in failure to submit to plaintiff's legitimate rights to retain property interests to American soil.

NOTICE

CEASE AND DESIST ALL RETENTION, DETENTION, SALE, DISPOSAL, LOSS, ABANDONMENT, AND CONVERSION OF REAL PROPERTY-

Dawn M. Heller, pro se is the owner of property Located at 883 Ada Street, Akron, Ohio, Plaintiff herein a Resident of Summit Count, on notice from comes now and asks Defense parties Served and enjoined for linked Property Trust issues.

Summit County Probate, Sherriff's, all recording, and clerks, and judiciary office's for failure to admit to voluntary compliance with three FOIA Requests made: In Late April 2015 for which Fiduciary partners under Joint Commissioned Contract feigned ignorance, in the loss of contract, and all other pertinent conveyance reports requested. For the purpose of Retributively removing all rights of the Plaintiff to have any income, imposing extreme hardship.

- 1) SI poms 01120.203G allows for the retention of SSI income without the counting of resources, under trust. Trust application on file with the Summit County Probate Courts.
- 2) ORC 5303.01; Summit County Common Pleas Case captioned Complaint for quiet title CV2015-01-0163, and... Federal District Court Sarah Loi Presiding 5:15 CV 520.
- 3) Returned back to the common pleas courts: CV2015-01-0163 from for immediate hearing on further enjoined real property matters filed in the misappropriation of real property and mandatory enjoinder of parties for injunctive relief, and plaintiff suit as tax payer for failure to prosecute by County, or States Attorney General in its "investigatory" processes. Which might be considered by reasonable persons as obstruction of justice.

The time limit to fulfill such Delivery of FOIA requests as you know is 20 days in the making available of all pertinent trust and related property documents, specifically requested for the purpose of retaining sovereign property rights. ORC§149.43 Availability of public records for inspection and copying, as made to the Summit County Probate Court, Summit Count Clerk of

Courts, and Probate Clerks office. Baliff and magistrates of the court, failed to make available such records, and as such, Plaintiff herein holds the only valid claims, to property located at 883 ada Street with Documents attached as , verification of plaintiff's claims on that property.

- 1) Specifically A warranty deed. A warranty deed is a type of deed where the grantor (seller) guarantees that he or she holds clear title to a piece of real estate and has a right to sell it to the grantee (buyer).
- 2) Specifically a release of lien, by a Federal reserve holder, without any other show of standing by contract holder.
- 3) Retail market value, and other supplemental tax errors, failure to apply taxes, escrow and other Principal and interest. (common please action to quiet title)

Plaintiff further shows that she has received all rights to further Proceed, in entry into trust agreement to protect said property Interest and all further Interests enjoined.

Plaintiff under complaint with Common Pleas Courts, gave INSTRUMENT INFORMATION that the county as fiduciary claims not to understand plaintiff's requests for, are available under Summit County Common Pleas complaint to quiet title as "evidentiary proof." Plaintiff as a party in complaint has Personal, chattel, residential Property, equity, pooled and other linked trust Interests and the right to tort damages by strict liability.

You are hereby ordered to cease and desist from such actions, as outlined herein within ten days, to stop all further proceedings in the detention, retention and unlawful sale of the Plaintiff's property located at 883 Ada Street Akron, Ohio 44306, under Treasury Code 655, Treasury Code 900, or any other ascribed Medicaid liens attached to trust. Accordingly, please sign and return the attached Agreement

within ten (10) days to further prevent Injunctive orders.

It has come to our attention that you have planned a Sheriff's Sale On that property to be Scheduled for delivery as early as November of 2015.

Plaintiff makes demands for the tax removal, and further exemption from taxation, encumbrances, fines, fees, and adjustments, from that property, Removal of all adverse credit collection efforts, by holders, assigned collectors, state collections, the removal of adverse credit reporting for that property interest, and Return of credit standing to 720 plus, legal reasoning is based on fraudulent trust encroachment and the counties voluntary role in multiple theft and re-distribution of the plaintiff's land and other real property interests. Plaintiff makes demands for granting the Plaintiff Certificate of title, for all properties that will be in dispute by complaint with the common pleas court, or by application to trust with the probate court. All certificated property interests must also have clearly marked previous historical and clear chain of title for that property in its original ownership.

Claims for loss, abandoned, or misappropriated land or property interests, must be substantiated by the County voluntarily and not in the protection of Intellectual property holders, or face full liability for all further claims enjoined.

Summit County is made a scapegoat by Federal Contract holders and will only escape the full liability for all Federalism crimes which shall be upheld in its failure to settle, failure to release property interests and all oppressive and errant charges, and failure to comply with voluntary discovery, which is material misrepresentation and is automatic cause for unbiased tax payer review by injunctive review.

Defense liability partner, County of Summit, is offered a fair and full disclosure of claims, by the Plaintiff for ten years, in attempts to settle by the plaintiff, Before fiduciaries are forced to adopt full liability for enjoined claims, Plaintiff, wished to give you one opportunity to discontinue your illegal conduct by complying with this demand within ten (10) days. Accordingly, please sign and return the attached *Agreement* within ten (10) days to show voluntary compliance.

Plaintiff has made pending ex-parte' hearing for injunctive relief and related cease and desist by Federalism Employer Social Security Administration. War crimes, treason, and financial high crimes are included in these enjoined claims.

If you or your attorney have any questions, that I can clarify for you, please contact me directly

To make an appropriate court hearing date to discuss a settlement with sincere, legitimate and local commissioners, to discuss settlement of enjoined or singular claims, as ordered by the court.

Sincerely,

Dawn M. Heller

Dawn M. Heller, pro se
838 May Street #1
Akron Ohio 44311
(234) 678-7809

Notary's Seal:

State of: Ohio

County of: Summit

On 09/08/2015 before me, Dana A. Marshall, Notary Public

Personally appeared, Dawn M. Heller

☐ Personally known to me

OR

☒ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and has hereby acknowledged to me that he/she/they have executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

04 DL # R0096025

Witness my hand and official seal



DANA A. MARSHALL, Notary Public
Residence-Summit County
State Wide Jurisdiction, Ohio
My Commission Expires December 20, 2016

[Signature]

Notary Signature

Dana A. Marshall

Print Name

Quiet Title Settlement Agreement

I, _____ (Fiduciary, or approved party, or Commissioner), agree to immediately cease and desist all attempts to remove legitimate holding rights for all property interests further enjoined, This legal action is "brought to remove a cloud on the title" on linked property interests, to remove all defect, and return credit standing and ability to obtain loan on such property, return of sovereign status as a citizen, rights to land use retained by the County, if it may act responsibly to protect such citizen rights and not under third party lease agreement. That further the Plaintiff may fully remove all threat of Associated insurance holders, privity and by certificate forever be free of claims against the property.[1] I observe that the linked action to quiet title resembles other forms of "preventive adjudication," through , loss, abandonment or conversion, and I will have the burden of proof in all land stack and usage conversions, to allow trust entities to steal the Plaintiff's property, and the procurement, supply chain, agricultural, air, water, policing and other rights, in the re-distribution of said property chain of title interest. Failure and the transfer of such property interests, through unlawful replevin foreclosure /Tax arrearage actions, or other planned environmental actions will further hold the county liable. Fiduciary agree's, that in exchange for releasing any and all retributive appeals and court claims by partners, against the Plaintiff, that they will avert automatic losses for Material Breach of Contract by a Fiduciary material breach in its unlawful and treasonous operating structure.

In the event this agreement is breached by County, or appointed commissioners, to allow such unlawful re-districting of all civil and constitutional rights, shall regardless of response or not, will hold the parties liable in failure to respond within in 20 days. All Linked fiduciaries, associates and partners, are substantially insured, against losses claimed by the Plaintiff, Dawn M. Heller, Pro se, and release of all linked property interests, will be asserted by each individual linked claim to the courts through the first three property interests, and then further enjoined. Plaintiff will be entitled to all tort damages, fines, fees, court costs and attorney's fees in any related action brought to enforce this agreement and shall be free to pursue all rights that MS. Heller had as of the date of this letter as if this letter had never been signed.

We agree to Appropriate "Special" Court Settlement hearing will only be accepted if scheduled by the County Fiduciary by the end of September 2015. We acknowledge that the Plaintiff has not imposed any threat to public security interests, as she sought vehemently to protect such interests by ex-parte' hearing since January 9, 2015.

Signed: _____

Dated: _____

CERTIFICATE/ PROOF OF SERVICE

This is to certify that I, Dawn M. Heller, pro se, have this date served a true and correct copy of the above and foregoing Motion amending service in compliance with FCPR 4, and did by U.S. Certified Mail, with postage prepaid, and tracking in the State of Ohio, to the following counsel of record for the State:

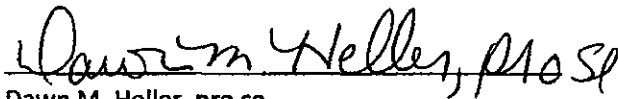
Primary Defendant:

Summit County Commissioners c/o:
Summit County Fiduciary Director
175 S. Main Street, Akron, Ohio 44308

BUREAU OF VOCATIONAL REHABILITATION
UNDER STATE GOVERNOR'S BOARD
4304 OLD SCIOTO TR., UNIT B
Portsmouth, OH 45662.

GOOD WILL INDUSTRIES INTERNATIONAL
570 E WATERLOO RD
Akron, Ohio 44312

Humbly Submitted,

A handwritten signature in cursive script that reads "Dawn M. Heller, pro se". The signature is written in dark ink and is positioned above the printed name and address.

Dawn M. Heller, pro se
838 May Street #1
Akron, Ohio 44311
(234)678-7809

1 PUBLIC UTILITIES COMMISSION OF OHIO

2 Dawn M. Heller, pro se,

3 Appellant

4 v.

5 Complaint No.:DHEL0528217SX

6 Dawn M. Heller
7 838 May Street #1,
8 Akron, Ohio 44311

9 Re: Investigation by:
10 PUCO Customer Service Investigator; -
11 Mr.Choady

12 Ohio Public Utilities Commission
13 180 East Broad Street
14 Columbus, Ohio 43215-3793

15 Dominion East Ohio Gas Company/
16 Service Provider
17 For address 883 Ada Street
18 Akron, Ohio 44306

19 c/o: PUCO Commissioners
20 M. Beth Trombold
21 Thomas W. Johnson
22 Lawrence K Friedman
23 Daniel R. Conway
24 Azim S. Harque, Chairman

25 Appellant Brief

26 I

27 Plaintiff/ Appellant, herein Seeks to appeal and overturn of the findings of Dominion East
28 Ohio Gas/ Service Provider, temporary shut off of gas services for tenant address located at 883
Ada Street Akron, Ohio 44306.

Appellant under ORC 4905.26 Complaints as to service. Appellant files this complaint,
showing particularity, with regards to matters of discriminatory treatment to allow distinct
arguments in dispute of the current temporary suspension of services, without verification citing
a need to prevent permanent shut off notices: this appeals process is pre-requisite, to all parties

1 of interest to prevent such further civil actions against the appellant, or in substantiation of
2 claims being arbitrarily closed, or properly settled upon.

3 EAST Ohio Gas Company is a Natural Gas provider for end user usage as defined under
4 ORC§4905.02 Public utility defined. Operating with a distinct interest in claims, as reviewed by
5 PUCO in that they are a Municipal Corporation Owned and Operated, "Public Utility" or for Gas
6 Service provisions received within the State as a "Public Utility" under 4905.03 Public utility
7 company definitions. With distinct interests in these claims.

8 Such operator parties have made errant misrepresentations of material facts in this case,
9 to submit claims for underlying or to possibly aid in illicit purposes for joint interest.

10 Agency seeks to enforce make an errant and unfounded mandatory request for full
11 upgrade of residential gas lines. Without verification of any inspection being done on the
12 premises.

13 Appellant herein cites that such joint participation under public agency is sufficient
14 enough to warrant further investigations in the failure to settle this matter.

15 But there is no substantiation of matters of fact to sustain a civil order for forfeiture, i.e.
16 permanent shut off of services by civil order, and or attachments to the property which might
17 ensue.

18 Such issues are linked related property matters: currently on appeal by Summons of
19 Complaint, with active cease and desist orders, enforced therein. CV-2015-09-4345. With re-
20 opening of such claims being made mandatory, if such adverse civil actions proceed in
21 continuous violation of active Cease and Desist Motions filed on Summons of Complaint on
22 September 24th, 2015. A copy of that Notice to Cease and desist attached, hereto.

23 Appellant seeks overturn of the Finding of Investigators:

24 Finalized, Now being further considered, for appellate review and overturn, for egregious
25 unwarranted, intervening powers, setting forth the make demanded civil outcome of their
26 choosing, and without the consideration of following their own regulatory and Statutory
27 framework guidelines, while imposing harsh orders and shut off that was unattainable, and
28 impracticable without even citing which repairs were necessary.

While the issue in this case is one of "non-compliance" for civil shut off notices:

1 4905.94 Operator of master-meter system. Or of the operating ownership, public
2 municipal or vendor authorities as stated further herein. Did so without verification or accurate
3 testing, made no report of health hazard, and gave no notice to be able to enforce further civil
4 actions against the appellant by their authority only.

5 The time to issue such orders was at the time of shut off: not some months later or on
6 threat of litigation.

7 Appellant, to avoid impending civil litigation, is in the interim, herein to justify, the right
8 to return of gas services to her tenants without further delay.

9 II

10
11 Appellant requests a docketed hearing, to be held, with copies sent to all parties in
12 congruence with ORC 4901.-1-05.

13 To discuss, and reverse all matters due to:

- 14 1. Lack of Jurisdiction over subject matter of related to potential real property inversion
- 15 2. Lack of Personal Jurisdiction over the person having ownership rights, inclusive of all
16 related linked property rights.
- 17 3. & In light of errant and egregious civil orders, invoked by the same civil municipal
18 corporation agents, acting with malice and in determined overreach in civil claims
19 stated, to invoke criminal charges against a pro se appellant, for requesting civil
20 damages:

21 Operator has a burden of proof in asserting proper Inspections and notices in gas testing
22 and corrosion/ leak repairs. by and on behalf of the appellant, the Investigating Commission
23 errantly and possibly under coercion, deems it necessary to uphold such initiating orders, to
24 demand the permanent shut off in the failure to upgrade all facilities in the Appellants rental
property with no promise of ever returning gas services, for any cited reason.

25 Facts of the Case:

26 Michael Coady , Customer Service Inspector for PUCO,

27 Made final opinion on investigations conducted by him, and reported on May 19th, 2017.
28 Appellant made dispute of those claims and letter asserting first notice of agency being in breach

1 of active cease and desist orders against that property until the conclusion of all trial matters on it
2 and any related property interests under CV-2015-09-4345, currently awaiting overturn, on
3 notice to the Summit County, Board of Review for CA-28588.

4 Failure to show compliance records under master operator inspections: Each operator of
5 a master-meter system shall conduct safety inspections as required by sections 4905.90 to
6 4905.96. Failure of the inspection report, production of other necessary disclosures, establishes
7 that the findings of Mr. Coady are in error and inconclusive, and unable to verify any factual
8 evidence in this case.

9 In an inversion approach by quasi-governmental officials to enforce civil actions against
10 property owner, in the failed production of no verifiable evidence on investigation is at best
11 extreme negligence, but in that the State service provider was reliant upon misinformation to the
12 detriment of the Gas Company in a he said she said, third party hearsay evidence format makes it
13 culpable as it is a material misrepresentation,

14 it would be impossible for the agency to demand a temporary, and certainly not through
15 agency affirmation of the errant and inconclusive orders, to maintain the right to continue to
16 grant a civil ownership interest authority right to grant civil permanent gas shut off notices.

17 For unknown, undeclared reasons, and illicit reasons to gain control of property interests,
18 as sole owners of rights that they only currently have through easement.

19 Encroachment, attempts whether by neighbors with tree limbs that hang too low, or as by
20 joint tenancy or any other secretive measure to gain access is not an acceptable means of
21 conversion of property for assumption by a beneficial interest holder. And would be punishable
22 by law.

23 Investigatory for PUCO states by telephone only a statutory reference to health and safety
24 violations, with no notice to tenants as account holder of the safety issues present, and or other
25 notice of stator need to comply with even the verbally cited repair necessary, even in the
26 conclusion of investigations and well this after temporary service shut off had been fully
27 achieved.

28 Appellant makes herein a joint dispute of tenant's rights to maintain service, under
Current HEAP/ PIPP contract without suffering loss of services, or default status on their applied
subsidization service contract which might further impede their rights as disabled persons, to

1 receive this form of public assistance benefit: all due to this errant and initiated review process,
2 by red flag investigations by the master meter system operator, and its senior managers in
3 practice under commission. It is tantamount to legal harassment of the home owner.

4 Appellant Stating that it would be a criminal act, to facilitate such rash, and
5 unsubstantiated claims for civil shut off, determinations for the convenience of civil collection
6 agent, or civil enforcement parties, who in following through on such civil actions, create
7 attachment through easement, which are direct beneficiaries in assumption of the property
8 interest facilitated by and under further civil forfeiture orders. Or direct assumption of the master
9 meter orders, (an inversion claim) to do so, for any reason, outside of the pending appellate
10 review court for such matters, is unlawful and would be in contempt of court, subject to fines,
11 fees, and criminal action, if the civil authority were so inclined.

12 Such open appealable matters are the only court with legal jurisdiction wherein all linked
13 real property matters may be settled. In the Summit County Common Pleas Courts.

14 III

15 Facts of the Dominion dispute Case:

16 To the best of the Appellant: Homeowners Knowledge

17 Master Operator assigned, an inspection agent, to come in and inspect the property cited
18 for inspection of Master Operators equipment and metering systems. While there, convinced the
19 tenants residing at that property address to allow them entrance on that basis: but gave no notice
20 to the Appellant homeowner.

21 Response of the Investigator shows a copy of notice being sent to the appellant, but did
22 not seek permission to gain access to inspect, and appellant does not remember receiving such
23 notice: Regardless of who gave consent is not relevant to this case as the tenant approved entry
24 into the home to inspect the master metering system equipment.

25 Gas Company's unidentified inspectors, had no communications with the appellant
26 homeowner, to further demand repairs be made on their preliminary inspection. May 1, 2017.

27 Appellant had to hear about the inspection and one air bubble presence in the pressure
28 test, applied. But heard no further information about their compliance requirements, notice to

1 any party legally responsible (the homeowner) in agency denoting the need for repairs, and the
2 temporary shut off, which was made on that date.

3 Tenants notated, that scribbled notes were left behind, on May 1, 2017 by the testor, upon
4 entry to the house one day later, the owner/landlord noticed that the gas stove was removed from
5 its position in the kitchen as the principal's testing team, tested the entire home up to and
6 including gas appliances for leaks.

7 Appellant, looked at the home, concerning the leak verbally cited: and the shut off of
8 services: talking with the tenant on the second of June, 2017. In the morning and within 2 hours
9 had a repairman, to fix the verbally recited equipment violation: all within an 24 hours of the first
(entry of DOE's) inspection.

10 Equipment was repaired under warranty by a public service contracted agent ARS Rescue
11 Rooter; to do the work, who guarantee all work they do. Citing it had been done correctly and
12 tested ok, while there. Cited on his report, that more repairs might become necessary, and gave
13 an estimate for future work.

14 Tennant's of the 883 Ada Street property called back to the gas company who returned
15 on 05/03/2017.

16 Tenants, allowed Gas line Testers, SDOTI. back in for retesting of the cited equipment
17 from the first test: :

18 Findings of the investigator, based on hearsay testimony errantly states that no one would
19 allow entry into the home, which was untrue.

20 PUCO, Investigator further recites that the company had disconnected service to the
21 home without notice. Which is proximately what was said, in summary, but had to be corrected
several times, for him to get the statement correct.

22 Investigator Coady, cites that DEO's hearsay Response was to say that it sent
23 notifications to gain entry. Again; Appellant acknowledges, that Statutory law allows them entry
24 into the home for inspections of their equipment.

25 Appellant stated in second phase of phone conversation with Investigator, cites that in
26 light of the orders to proceed to shut off in failure to make further unestablished repairs, that she
27 would not allow ongoing continuous at will investigations and inspections for what they were
28 citing as non-compliance issues to continue, as they had been resolved by fixing of the first and

1 only noted incident: The air bubble cited for repair on 05/02/2017. With no other verbal repairs
2 cited, and no written notice to confirm civil reasoning for shut off.

3 Appellant had two conversations with Dominion East Ohio Gas directly with their
4 corporate administrative offices to try and settle the matter: 2 parties including one senior
5 executive, who were unable to understand the requests made by the homeowner, Appellant
6 herein in the return of services, for their unsubstantiated claims.

7 DEO-Citing over and over again their right to be there, their right to make inspection, and
8 that the inspection resulted in non-compliance for testing verbally told to me after complaint was
9 initiated, that it was a health hazard.

10 Appellant contended and disputed it verbally, citing that the company had no right to
11 continue to make re-testing of the whole house to re-establish a new non-compliance issue, after
12 the first testing date had approved all areas but the one bubble: further showing that the only
13 non-compliant area showing at that first visit had been repaired.

14 Adding now on appeal, with no need to re-test previous areas approved, as without
15 corrosion, bubbles, or other leaks found, no citing of loss of pressure, no written notice for such
16 non-compliance issues on the first verbal notice, makes the case to be closable as settled.

17 Gas Executives were a bit gruff, and treated the appellant as if these issues of the work
18 being repairs and warranted, were insignificant, in preference to the need to go forward to
19 demand upgrade of the entire gas line system for the home owner, or to face permanent shut off,
20 as the only issue at hand.

21
22 PUCO was contacted by email immediately thereafter executive manager dispute, to
23 make PUCO electronic email complaint.

24 In PUCO investigation findings, cited conversations as with the Gas company are as by
25 hearsay; they do not indicate or involve the discovery of any documents, to verify, or to
26 document any disclosure to the homeowner, before attempting permanent civil shut off notices.
27 Is a material omission of fact, and would be inadmissible in court.
28

1 DEO's response to the Appellant, as stated in the investigators findings are in error and
2 wholly inconclusive.

3 Appellant citing No such conversation happened, at least not that wasn't immediately
4 corrected. At no time did the appellant say that they were not permitted access to the home for
5 inspections ever. But that she would not be able to in good faith allow the company continued
6 access to make on going at will inspections for repairs already made, for inspections it had
7 already passed. that inspection of the repaired area were fine, but they could not continue to
8 harass me in order to proceed to civil shut off notices. Such an action constitutes as a material
misrepresentation and harassment.

9 The entire conversation as Stated by DEO is unrealistic, unfounded and inconclusive, and
10 shows no verification, of compliance reporting required to substantiate, nor the concept of
11 verification of reporting records that are a requirement of the policy making investigative
12 commission to sustain civil shut off, and other civil forfeiture actions.

13 Constitutionality in the making of federal suit to ensure that homeowners are not
14 continually abused would be a next step, but this self- regulatory agency under commission, has
15 no real checks and balances. And would be a legislative matter for redress of congress.

16 DEO, errantly and fraudulently states, or is misstated/ misrepresented by the Investigator,
17 that in re-testing that the leak errantly states that (1) it was not repaired, but now refers to the one
leak in the first inspection as if the leaks were several. *citing paragraph 2 sentence 3.

18 There is no written notice to declare, what the regulatory/statutory standards are with
19 regards to standards for Pressure and leak tests, given, to assure compliance and nor were the
20 convenience standards, and not for any real health hazard imposed. for there to be an emergency
21 threat, and any observance of determining by law the necessity to shut off services, for health
22 and safety hazards to the general public, civil shut off would have ensued immediately.

IV

Law and argument portion:

The Homeowner is the only party of interest with remaining equity interests in the property. And unless and until the civil municipal corporation authority allows such claims to be heard, in the current open and appealable jurisdiction, under the effect of cease and desist trial court, under summons of complaint therein, all future municipal corporation orders would be extinguished, at least until all such trial court proceedings and the appeals process could be fully concluded in those now inclusive matters.

ORC§ 4905.26

Upon complaint in writing against any public utility by any person, firm, or corporation, or upon the initiative or complaint of the public utilities commission, that any rate, fare, charge, toll, rental, schedule, classification, or service, or any joint rate, fare, charge, toll, rental, schedule, classification, or service rendered, charged, demanded, exacted, or proposed to be rendered, charged, demanded, or exacted, is in any respect unjust, unreasonable, unjustly discriminatory, unjustly preferential, or in violation of law, or that any regulation, measurement, or practice affecting or relating to any service furnished by the public utility, or in connection with such service, is, or will be, in any respect unreasonable, unjust, insufficient, unjustly discriminatory, or unjustly preferential, or that any service is, or will be, inadequate or cannot be obtained, and, upon complaint of a public utility as to any matter affecting its own product or service, if it appears that reasonable grounds for complaint are stated, the commission shall fix a time for hearing and shall notify complainants and the public utility thereof. The notice shall be served not less than fifteen days before hearing and shall state the matters complained of. The commission may adjourn such hearing from time to time.

The parties to the complaint shall be entitled to be heard, represented by counsel, and to have process to enforce the attendance of witnesses.

This section does not apply to matters governed by Chapter 4913. of the Revised Code.

Amended by 130th General Assembly File No. TBD, SB 378, §1, eff. 3/23/2015.

Amended by 128th General Assembly File No.43, SB 162, §1, eff. 9/13/2010.

Effective Date: 09-29-1997 .

1 In the event of failure to make settlement and that such an illegal permanent shut off notice and
2 other civil forfeiture orders be on application: the Injunctive order for estoppel would apply.

3 4901:1-13-09 Fraudulent practice, tampering, and theft of gas service.

4 Broadly interpreted:

5 (I) "Fraudulent practice" means an intentional misrepresentation or concealment of a material
6 fact that the gas or natural gas company relies on to its detriment. Fraudulent practice does not
7 include (but not limited to) tampering or unauthorized reconnection of gas service.

8 Gas company is required to make such re-connection by certification orders of this body: and
9 any ongoing material and intentional misrepresentation or concealment of material fact that the
10 natural gas company relies upon to its detriment, makes the fully responsible for the induced
11 orders of the Senior, Principal or Master Meter System Operator. And thusly the costs involved
12 with investigation and re-connection fees that may apply.

13 §(b) The gas or natural gas company's telephone number and notice that the customer may
14 contest the disconnection by requesting an opportunity to discuss the matter with a company
15 representative.

16 Appellant States that the Gas Company relied upon false and misleading information to initiate
17 and demand the enforcement of civil agency orders to further initiate civil permanent shut off
18 notices as a means to make a possible inversion claim against the Appellants property as by and
19 through the Gas Company/ Vendors name: or by civil Municipal corporation partners with
20 shared interest and authority.

21 Any misleading and illicit claims by material misrepresentation to the homeowner, and the
22 service provider in order to proceed to civil forfeiture and other debt collection actions as an
23 underlying effect or ulterior motive is fraudulent.

24 In the reinstatement by certification of this commission: any Tarrif, reconnection and
25 investigation charges, should be charged to the civil initiating Authority inciting ongoing
26
27
28

1 investigations. Further damages are being created to the tenant under §(b) who may have further
2 rights to contest the companies findings. (completed initiated by the homeowner)

3 Appellant prays, that administrators/legislative authorities, will allow cooler minds to prevail in
4 settling this matter.
5

6 The Appellant has made all proper disputes for errant disconnection and formal complaint is
7 applied for in the time appropriate manner for return of services, substantiated by right to further
8 dispute any fraudulent misrepresentation preventing the return of necessary services a source of
9 tortious harm to the Appellant in restricted or loss of other property rights, and for the beneficial
10 services, to contracted account holder residing in that property.
11

12 Such notices were made by the Appellant Homeowner, to properly dispute this incident as sole
13 party of interest in the property at present.

14 Examples of knowing and intentional participation in making covert or underlying
15 omission of or other material misrepresentations are : fraudulent misrepresentation :

16 ORC §2921.11 Perjury.

17 (A) No person, in any official proceeding, shall knowingly make a false statement under oath or
18 affirmation, or knowingly swear or affirm the truth of a false statement previously made, when
19 either statement is material.

20 (B) A falsification is material, regardless of its admissibility in evidence, if it can affect the
21 course or outcome of the proceeding. It is no defense to a charge under this section that the
22 offender mistakenly believed a falsification to be immaterial.

23 (C) It is no defense to a charge under this section that the oath or affirmation was administered or
24 taken in an irregular manner.

25 (D) Where contradictory statements relating to the same material fact are made by the offender
26 under oath or affirmation and within the period of the statute of limitations for perjury, it is not
27 necessary for the prosecution to prove which statement was false, but only that one or the other
28 was false.

(E) No person shall be convicted of a violation of this section where proof of falsity rests solely
upon contradiction by testimony of one person other than the defendant.

1 (F) Whoever violates this section is guilty of perjury, a felony of the third degree.

2 Effective Date: 01-01-1974.

3 ORC §2921.12 Tampering with evidence.

4
5 (A) No person, knowing that an official proceeding or investigation is in progress, or is about to
6 be or likely to be instituted, shall do any of the following:

7 (1) Alter, destroy, conceal, or remove any record, document, or thing, with purpose to impair its
8 value or availability as evidence in such proceeding or investigation;

9 (2) Make, present, or use any record, document, or thing, knowing it to be false and with purpose
10 to mislead a public official who is or may be engaged in such proceeding or investigation, or
11 with purpose to corrupt the outcome of any such proceeding or investigation.

12 (B) Whoever violates this section is guilty of tampering with evidence, a felony of the third
13 degree.

Effective Date: 01-01-1974.

14 Such agency assistance in initiation orders for shut off, are to assist the corporations for which
15 they have mutual benefit of ownership in cannot possibly be investigated in an unbiased
16 assessment of the situation, and if it intends to uphold false civil orders based only on the
17 information provided when they tend to gain full ownership rights of the appellants property:
18 whether for commercial benefit or permanent estate control of all linked assets, is the motive or
19 merely for the retributive effect of municipal corporation managers the end result would be to
20 force the appellants hand to make due diligence and to pro-actively assert her right to protection
21 of property against all claims.

22 Rule 65 – Injunctions and Restraining Orders would apply:

23 Please re-consider, , by OAC 4112-3-04 RECONSIDERATION BY THE COMMISSION the
24 liability and roles assigned, in making the State a liability holder, who may either assist in
25 investigations to prevent corrupt acts or in waiver of their duties, be made liable again.
26
27
28

1 Please consider the Gas providers role in liability as a vendor, when making decisions
2 concerning the overturn of your standing investigatory process orders:

3 And please consider the true impact on lives as another part of your obligation to statutory health
4 and safety, of two families who would be dramatically impacted, in the removal of safe and
5 affordable housing for indigent families made homeless without any verifiable, or civil shut off,
6 as for hazard testing evaluations but merely for the demand for upgrades wished for by the
7 regulatory controller, hardships are created by this incident.

8
9 The homeowner as well as the parties having an account open at this address have two small
10 children living with them; who now go without hot water, and bathe with relatives in order to
11 have a roof over their heads.

12
13 *The landlord though limited entirely restricted of right to work, or any other resources under this*
14 *public works system at present would still like to follow through on upgrades, but cannot afford*
15 *to do so on demand.*

16
17 And as such the legal standard is a yearly inspection visit restricted to the following march of
18 every year, for further cited possible repairs to be made.

19 **COMPLIANCE REQUIREMENTS RESET**

20
21 Compliance with ORC §4905.94 Master Meter Operator: (F) The commission
22 shall conduct safety audits to verify any finding contained in any report of a safety
23 inspection, investigate any complaint to determine compliance with sections 4905.90 to
24 4905.96 of the Revised Code and the pipe-line safety code, ensure compliance with those
25 sections and the pipe-line safety code, or review or verify corrective action for any
26 violation or noncompliance with those sections or the pipe-line safety code that was
27 committed by an operator of a master-meter system.

28 In the restoration of services: by Settlement plan of action

- Please make a certification of return of Service to the Account Holder and the
Landlord/Homeowner: to avoid impropriety and in compliance with guidelines under
ORC

- Please make an apology letter to the tenants and a full restoration of HEAP /PIPP services without further, harm to their family for the errant arrival of decision because of this inappropriate incident.
- Please Remove all Red Flag re-inspections by Master Service Inspection Notes to restrict those areas already testing approved in the making of first complaint, to allow for only the cited repairs, as necessary on new inspection review notices and inspection of gas lines on a yearly basis to persist.
- Please estop by commission orders for settlement on a voluntary basis, to cease from all other actions of intervention to create easement and civil forfeitures without the need to go to court. Rational and reasonable minds should prevail when making public and corporate decisions, and this can be worked out in a timely manner, for repair work without imposing a loss of property rights first.

In the failure to make equitable settlement an Estoppel action, will be filed with the court holding cease and desist orders on the property, and any time after day 15 after second notice: a total of 30 days to correct this error prior to going to court litigation proceedings for contempt issues will prevail.

Please restore services on reconsideration of the commission without further delay, and help us to find a mutually beneficial way to preserve services unimpeded, the protection of tenants services as well as the Appellants / homeowners property rights,

Your assistance in this matter is much appreciated

Dawn M. Heller, pro se

Dawn M. Heller, pro se

Appendices:

Appendix 1: First Notice to PUCO, concerning Cease and Desist Orders (on record

Dated June 5th, 2017)

Appendix 2: Notice of Cease and Desist under Summons of Complaint (Active while pending lawful appeal and finalization of all trial court proceedings on the matter)Attached:

Certificate of Service

Such demands for service of Complaint on parties of interest must be incurred 15 days prior to Docketed hearing date. In accordance with 4905.26 Complaints as to service. Please serve all Parties in congruence with notices of State and Government parties: Service on an agent is service upon the principal under: FRCP Rule 4.

Rules to the following parties:

Dominion East Ohio Gas
c/o: Legal Department & Corporate Communications
P.O. Box 26666
Richmond VA 23261

Ohio Public Utilities Commission
180 East Broad Street
Columbus, Ohio 43215-3793

c/o: PUCO Commissioners
M. Beth Trombold
Thomas W. Johnson
Lawrence K Friedman
Daniel R. Conway
Azim S. Harque, Chairman

Humbly submitted this day,



Dawn M. Heller, pro se

CV 2015-09-4345

CEASE AND DESIST DEMAND
Pursuant to Title 17 of the United States Code

September 20, 2015

Summit County Partners -Fiduciaries

DANIEL M. HOPRIGAN
2015 SEP 24 PM 1:53
SUMMIT COUNTY
CLERK OF COURTS

Dear Senior Board Commissioners/ c/o: County Auditors, Sherriff, and those acting in a fiduciary or joint agency capacity. Liability: ORC §307.441 Errors and omissions insurance for officers, employees and judges... Please observe this mandatory notice to estop all credit collection efforts, harassment, adverse credit actions against the plaintiff, for property located at 883 Ada Street Akron, Ohio 44311. Summit County liable. Defense party Summit County Commissioners, under ORC 307 may further join with the Plaintiff to seem return of valid property interests, in Settlement. Media will receive notice in failure to submit to plaintiff's legitimate rights to retain property interests to American soil.

NOTICE

CEASE AND DESIST ALL RETENTION, DETENTION, SALE, DISPOSAL, LOSS, ABANDONMENT, AND CONVERSION OF REAL PROPERTY-

Dawn M. Heller, pro se is the owner of property Located at 883 Ada Street, Akron, Ohio, Plaintiff herein a Resident of Summit Count, on notice from comes now and asks Defense parties Served and enjoined for linked Property Trust issues.

Summit County Probate, Sherriff's, all recording, and clerks, and judiciary office's for failure to admit to voluntary compliance with three FOIA Requests made: In Late April 2015 for which Fiduciary partners under Joint Commissioned Contract feigned ignorance, in the loss of contract, and all other pertinent conveyance reports requested. For the purpose of Retributively removing all rights of the Plaintiff to have any income, imposing extreme hardship.

- 1) SI poms 01120.203G allows for the retention of SSI income without the counting of resources, under trust. Trust application on file with the Summit County Probate Courts.
- 2) ORC 5303.01; Summit County Common Pleas Case captioned Complaint for quiet title CV2015-01-0163, and... Federal District Court Sarah Loi Presiding 5:15 CV 520.
- 3) Returned back to the common pleas courts: CV2015-01-0163 from for immediate hearing on further enjoined real property matters filed in the misappropriation of real property and mandatory enjoinder of parties for injunctive relief, and plaintiff suit as tax payer for failure to prosecute by County, or States Attorney General in its "investigatory" processes. Which might be considered by reasonable persons as obstruction of justice.

The time limit to fulfill such Delivery of FOIA requests as you know is 20 days in the making available of all pertinent trust and related property documents, specifically requested for the purpose of retaining sovereign property rights. ORC§149.43 Availability of public records for inspection and copying, as made to the Summit County Probate Court, Summit Count Clerk of

Courts, and Probate Clerks office. Baliff and magistrates of the court, failed to make available such records, and as such, Plaintiff herein holds the only valid claims, to property located at 883 Ada Street with Documents attached as , verification of plaintiff's claims on that property.

- 1) Specifically A warranty deed. A warranty deed is a type of deed where the grantor (seller) guarantees that he or she holds clear title to a piece of real estate and has a right to sell it to the grantee (buyer).
- 2) Specifically a release of lien, by a Federal reserve holder, without any other show of standing by contract holder.
- 3) Retail market value, and other supplemental tax errors, failure to apply taxes, escrow and other Principal and interest. (common please action to quiet title)

Plaintiff further shows that she has received all rights to further Proceed, in entry into trust agreement to protect said property Interest and all further Interests enjoined.

Plaintiff under complaint with Common Pleas Courts, gave INSTRUMENT INFORMATION that the county as fiduciary claims not to understand plaintiff's requests for, are available under Summit County Common Pleas complaint to quiet title as "evidentiary proof." Plaintiff as a party in complaint has Personal, chattel, residential Property, equity, pooled and other linked trust Interests and the right to tort damages by strict liability.

You are hereby ordered to cease and desist from such actions, as outlined herein within ten days, to stop all further proceedings in the detention, retention and unlawful sale of the Plaintiff's property located at 883 Ada Street Akron, Ohio 44306, under Treasury Code 655, Treasury Code 900, or any other ascribed Medicaid liens attached to trust. Accordingly, please sign and return the attached Agreement

within ten (10) days to further prevent Injunctive orders.

It has come to our attention that you have planned a Sheriff's Sale On that property to be Scheduled for delivery as early as November of 2015.

Plaintiff makes demands for the tax removal, and further exemption from taxation, encumbrances, fines, fees, and adjustments, from that property, Removal of all adverse credit collection efforts, by holders, assigned collectors, state collections, the removal of adverse credit reporting for that property interest, and Return of credit standing to 720 plus, legal reasoning is based on fraudulent trust encroachment and the counties voluntary role in multiple theft and re-distribution of the plaintiff's land and other real property interests. Plaintiff makes demands for granting the Plaintiff Certificate of title, for all properties that will be in dispute by complaint with the common pleas court, or by application to trust with the probate court. All certificated property interests must also have clearly marked previous historical and clear chain of title for that property in its original ownership.

Claims for loss, abandoned, or misappropriated land or property interests, must be substantiated by the County voluntarily and not in the protection of Intellectual property holders, or face full liability for all further claims enjoined.

Summit County is made a scapegoat by Federal Contract holders and will only escape the full liability for all Federalism crimes which shall be upheld in its failure to settle, failure to release property interests and all oppressive and errant charges, and failure to comply with voluntary discovery, which is material misrepresentation and is automatic cause for unbiased tax payer review by injunctive review.

Defense liability partner, County of Summit, is offered a fair and full disclosure of claims, by the Plaintiff for ten years, in attempts to settle by the plaintiff, Before fiduciaries are forced to adopt full liability for enjoined claims, Plaintiff, wished to give you one opportunity to discontinue your illegal conduct by complying with this demand within ten (10) days. Accordingly, please sign and return the attached *Agreement* within ten (10) days to show voluntary compliance.

Plaintiff has made pending ex-parte' hearing for injunctive relief and related cease and desist by Federalism Employer Social Security Administration. War crimes, treason, and financial high crimes are included in these enjoined claims.

If you or your attorney have any questions, that I can clarify for you, please contact me directly

To make an appropriate court hearing date to discuss a settlement with sincere, legitimate and local commissioners, to discuss settlement of enjoined or singular claims, as ordered by the court.

Sincerely,

Dawn M. Heller

Dawn M. Heller, pro se
838 May Street #1
Akron Ohio 44311
(234) 678-7809

Notary's Seal:

State of: Ohio

County of: Summit

On 09/08/2015 before me, Dana A. Marshall, Notary Public

Personally appeared, Dawn M. Heller

☐ Personally known to me

OR

☒ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and has hereby acknowledged to me that he/she/they have executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

OH DL # RD096025

Witness my hand and official seal



DANA A. MARSHALL, Notary Public
Residence-Summit County
State Wide Jurisdiction, Ohio
My Commission Expires December 20, 2016

Dana A. Marshall

Notary Signature

Dana A. Marshall

Print Name

Quiet Title Settlement Agreement

I, _____ (Fiduciary, or approved party, or Commissioner), agree to immediately cease and desist all attempts to remove legitimate holding rights for all property interests further enjoined, This legal action is "brought to remove a cloud on the title" on linked property interests, to remove all defect, and return credit standing and ability to obtain loan on such property, return of sovereign status as a citizen, rights to land use retained by the County, if it may act responsibly to protect such citizen rights and not under third party lease agreement. That further the Plaintiff may fully remove all threat of Associated insurance holders, privity and by certificate forever be free of claims against the property. [1] I observe that the linked action to quiet title resembles other forms of "preventive adjudication," through , loss, abandonment or conversion, and I will have the burden of proof in all land stack and usage conversions, to allow trust entities to steal the Plaintiff's property, and the procurement, supply chain, agricultural, air, water, policing and other rights, in the re-distribution of said property chain of title interest. Failure and the transfer of such property interests, through unlawful replevin foreclosure /Tax arrearage actions, or other planned environmental actions will further hold the county liable. Fiduciary agree's, that in exchange for releasing any and all retributive appeals and court claims by partners, against the Plaintiff, that they will avert automatic losses for Material Breach of Contract by a Fiduciary material breach in its unlawful and treasonous operating structure.

In the event this agreement is breached by County, or appointed commissioners, to allow such unlawful re-districting of all civil and constitutional rights, shall regardless of response or not, will hold the parties liable in failure to respond within in 20 days. All Linked fiduciaries, associates and partners, are substantially insured, against losses claimed by the Plaintiff, Dawn M. Heller, Pro se, and release of all linked property interests, will be asserted by each individual linked claim to the courts through the first three property interests, and then further enjoined. Plaintiff will be entitled to all tort damages, fines, fees, court costs and attorney's fees in any related action brought to enforce this agreement and shall be free to pursue all rights that MS. Heller had as of the date of this letter as if this letter had never been signed.

We agree to Appropriate "Special" Court Settlement hearing will only be accepted if scheduled by the County Fiduciary by the end of September 2015. We acknowledge that the Plaintiff has not imposed any threat to public security interests, as she sought vehemently to protect such interests by ex-parte' hearing since January 9, 2015.

Signed: _____

Dated: _____

CERTIFICATE/ PROOF OF SERVICE

This is to certify that I, Dawn M. Heller, pro se, have this date served a true and correct copy of the above and foregoing Motion amending service in compliance with FCPR 4, and did by U.S. Certified Mail, with postage prepaid, and tracking in the State of Ohio, to the following counsel of record for the State:

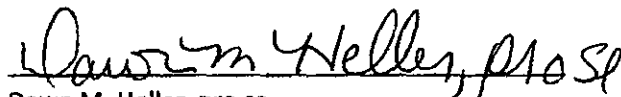
Primary Defendant:

Summit County Commissioners c/o:
Summit County Fiduciary Director
175 S. Main Street, Akron, Ohio 44308

BUREAU OF VOCATIONAL REHABILITATION
UNDER STATE GOVERNOR'S BOARD
4304 OLD SCIOTO TR., UNIT B
Portsmouth, OH 45662.

GOOD WILL INDUSTRIES INTERNATIONAL
570 E WATERLOO RD
Akron, Ohio 44312

Humbly Submitted,

A handwritten signature in cursive script that reads "Dawn M. Heller, pro se". The signature is written in dark ink and is positioned above the printed name and address.

Dawn M. Heller, pro se
838 May Street #1
Akron, Ohio 44311
(234)678-7809

Dawn M. Heller
838 May Street #1
Akron, Ohio 44311
(234)678-7809

06/29/2017

Ohio Public Utilities Commission
Michael Coady, Customer Service Investigator
180 East Broad Street
Columbus, Ohio 43215-3793

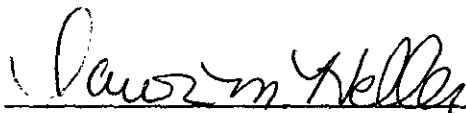
Re: FORWARDING OF filing of PUCO COMPLAINT DOCUMENTS

Dear Mr. Coady;

I am writing to follow up on the application for docketed appeal: Please notify me when such approvals has been made: It is unclear if I am supposed to serve the parties in addition to the State Docketing system or not: I see no address for a clerk's office, so I sent them directly to you for filing. There was some inconsistency in the appellate rules; If you could please let me know if I need to make service on Dominion that would be helpful otherwise as stated, service on the agent is service on the principal.

Enclosed in the application and appellant brief: along with a copy of the cease and desist letter we spoke about in evidence item no. 1. Omitted herein as it Already on file with you. Appended document to be submitted with the complaint are the appended cease and desist letter to public docketing records. The orders pertain to all public agencies, and their actions. If you could tell me the website and specifically what access I will be allowed to the Public records, it would also be helpful, in recognizing the status of the claims, progression. Otherwise, may I contact you, or is there another employee within the agency that handles these matters? Thank you so much for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Dawn M. Heller", is written over a horizontal line.

Dawn M. Heller