

1 Kerstin Smith
2 7314 Pond View Rd
3 Middleton, Wisconsin
4 In Sui Juris

5

6 **WISCONSIN STATE SUPREME COURT**

7

8 **Ex Parte Kerstin Smith**

9

10 Case No:

11

12 Petitioner,

13 v.

14

15 **ANDREW MANION
(IN HIS PERSONAL/PRIVATE
CAPACITY)**

16 **PRESIDENT for EDGEWOOD
COLLEGE**

17 **ARHELIA DALLA COSTA BEHM (IN
HER PERSONAL/PRIVATE
CAPACITY)**

18 **DIRECTOR of HUMAN RESOURCES
for EDGEWOOD COLLEGE**

19 **JOHN AND JANE DOE 1 – 500 (IN
HIS/HER PERSONAL/PRIVATE
CAPACITY)**

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**EMERGENCY PETITION FOR
INJUNCTIVE RELIEF OR ANY
OTHER REMEDY AVAILABLE**

**MEMORANDUM OF POINTS AND
AUTHORITIES**

**KERSTIN SMITH's SWORN
DECLARATION IN THE FORM OF AN
AFFIDAVIT - ATTACHED**

Date:
Time:
Dept:
Judge:

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1 statutory or policy jurisdiction. This Honorable Court is to rule pursuant to the Wisconsin
2 **Constitution Article 14 Section 13 which states "Such parts of the common law as are now in**
3 **force in the territory of Wisconsin, not inconsistent with this constitution, shall be and**
4 **continue part of the law of this state until altered or suspended by the legislature."**

5 Petitioner is the sole party in this Ex Parte at Common Law, whereas, according to **Black's Law**
6 **Dictionary**, Fourth Edition: *Ex parte means that an application is made by one party to a*
7 *proceeding in the absence of the other. Thus, an ex parte injunction is one granted without the*
8 *opposite party having had notice of the application. It would not be called "ex parte" if he had*
9 *proper notice of it, and chose not to appear to oppose it.* See Janin v. Logan, 209 Ky. 811, 273
10 S.W. 531, 532; Van Alen v. Superior Court in and for Los Angeles County, 37 Cal.App. 696,
11 174 P. 672; Stella v. Mosele, 299 53, 19 N.E.2d 433, 435.

12
13 Petitioner is appearing before this Honorable Court with enumerated violations/crimes
14 committed by ANDREW MANION, PRESIDENT for EDGEWOOD COLLEGE, hereafter
15 known as "MANION" and any and all JOHN AND JANE DOEs following the directives for
16 EDGEWOOD COLLEGE, hereafter known as "EDGEWOOD COLLEGE AGENTS," which
17 are currently being perpetrated against petitioner regarding serious deprivation of Rights of the
18 petitioner named herein, and hereby **motion for an immediate EMERGENCY INJUNCTIVE**
19 **RELIEF** as such acts, being unjust, inequitable and injurious to the petitioner cannot be
20 adequately redressed by an action at law, at this time.

21
22 **NATURE AND SCOPE OF VIOLATIONS/CRIMES**

23 This Emergency Petition enumerates the violations/crimes which MANION and EDGEWOOD
24 COLLEGE AGENTS are currently perpetrating against the petitioner all current employees of

1 EDGEWOOD COLLEGE. MANION originally notified all faculty and staff of EDGEWOOD
2 COLLEGE on or about September 2, 2021 via mass email and mandated all faculty and staff to
3 submit “COVID-19 Vaccine Status” by the date of September 15, 2021, or be subjected to
4 disciplinary action including being put on unpaid suspension beginning on September 15, 2021
5 at end of business day. This was followed by an email on September 15, 2021 “confirming that
6 you should not report to work tomorrow and your pay is suspended.” This was followed by
7 petitioner being barred from their college email and online classroom access without notice. On
8 October 14, 2021 petitioner was notified of a campus ban in a malicious attempt to stop legal
9 action and the delivery of documents via process server and based on the false accusation of
10 “loitering” even though the petitioner had not been on campus since teaching on September 9,
11 2021. (See Exhibit 7 incorporated by this reference as if fully restated herein).

12 These violations/crimes **using threat, duress, and/or coercion** in order to force said employees
13 into giving up/relinquishing certain unalienable Rights which according to the Wisconsin
14 Constitution and the Constitution for the united States of America and the Bill of Rights is
15 prohibited by Law.

16
17 Further, MANION and EDGEWOOD COLLEGE AGENTS have chosen to remain silent when
18 in response to this unlawful mandate and suspension without pay, petitioner served upon
19 MANION and EDGEWOOD COLLEGE AGENTS (Notice to Principal is Notice to Agent,
20 Notice to Agent is Notice to Principal) a CONDITIONAL ACCEPTANCE dated September 15,
21 2021 and COURTESY NOTICE dated October 4, 2021. MANION and EDGEWOOD
22 COLLEGE AGENTS were provided proper notice and reasonable opportunity to respond. (See
23 Exhibits 1 and 2, incorporated by this reference as if fully restated herein). Consequently
24 MANION and EDGEWOOD COLLEGE AGENTS suffered a fault as a consequence, as they

1 had a legal and moral obligation to speak, to wit, “*Silence can only be equated with fraud when*
2 *there is a legal and moral duty to speak or when an injury left unanswered would be*
3 *intentionally misleading.*” U.S. v. Prudden, 424 F.2d 1021; U.S. v. Tweel, 550 F.2d 297, 299
4 (1977), and further, “*A default is an omission of that which ought to be done, and more*
5 *specifically, the omission or failure to perform a legal duty. The term also embraces the idea of*
6 *dishonesty; or an act or omission discreditable to one’s profession.*” Black’s Law Dictionary.

7 Fourth Edition

8 And further, as a result of their silence, MANION and EDGEWOOD COLLEGE AGENTS
9 initiated the “Doctrine of Estoppel by Acquiescence” which is now in full force and effect upon
10 them, to wit: “*One’s ‘silence’ may invoke doctrine of Estoppel by acquiescence.*” Carmine v.
11 Bowen, 64 A. 932 (1906). (See NOTICE OF DEFAULT and NOTICE OF ESTOPPEL dated
12 October 7, 2021 and October 8, 2021, (Exhibit 3 and 4, incorporated by this reference as if fully
13 restated herein). They have ignored such and have continued with petitioner’s suspension
14 without pay, banning from campus, and barring from email and online course material. As a
15 result of their continued unlawful activity and actions against petitioner MANION and
16 EDGEWOOD COLLEGE AGENTS violated the Estoppel on or about October 8, 2021 as well
17 as petitioner’s repeated demands to cease and desist, thereby accepting and activating the terms
18 and obligations of petitioner’s fee schedule for damages on October 13, 2021 (\$1,000 US Dollars
19 per day per man or woman involved, plus any interest and penalties, until the matter is settled in
20 full), for which MANION and EDGEWOOD COLLEGE AGENTS are personally liable and
21 petitioner now has a Lawful claim before this Honorable Court. (See Exhibits 4 through 6,
22 incorporated by this reference as if fully restated herein).

1 Petitioner provided MANION and EDGEWOOD COLLEGE AGENTS the due process right of
2 notice and opportunity to be heard and to correct violations of Law and restrict their actions to
3 the limits placed upon them by the State and Federal Constitution. Due process requirements
4 have been fully satisfied in this matter, whereas, **Black's Law Dictionary**, Fourth Edition
5 defines DUE PROCESS OF LAW: "*Law of the land*," "*due course of law*," and "*due process of*
6 *law*" are synonymous... *The essential elements of "due process of law" are notice and*
7 *opportunity to be heard and to defend...*" See Dimke v. Finke, 209 Minn. 29, 295 N.W. 75, 79;
8 Di Majo v. Reid, 13 N.J.L. 17, 37 A.2d 829, 830; People v. Skinner, Cal., 110 P.2d 41, 45;
9 State v. Rossi, 71 R.I. 284, 43 A.2d 323, 326; Stoner v. Higginson, 316 Pa. 481, 175 A. 527,
531.

10
11 Lack of timely response resulted in **tacit agreement** with petitioner including that MANION
12 and EDGEWOOD COLLEGE AGENTS **do not** have any proof of claim regarding their offer
13 or any Lawful authority in this matter concerning "COVID-19" "policies," "directives,"
14 "orders" and "mandates." Whereas, "tacit" is defined by **Ballentine's Law Dictionary**, Third
15 Edition: "*Silent; not expressed; implied;*" and by **Bouvier's Law Dictionary**, 14 Edition, Vol II:
16 "*That which although not expressed, is understood from the nature of the thing or from the*
17 *provision of the law; implied;*" and by **Black's Law Dictionary**, Fourth Edition: "*Existing,*
18 *inferred, or understood without being openly expressed or stated, implied by silence or silent*
19 *acquiescence, understood, implied as tacit agreement, a tacit understanding.*" See State v.
20 Chadwick, 150 Or. 645, 47 P.2d 232, 234 (1935).

21 Petitioner faces continued disciplinary action including being put on suspension without pay,
22 banned from campus and barred from her email and online course material which **constitutes a**
23 **clear, present, and impending danger to the Rights and liberties of all EDGEWOOD**

1 **COLLEGE employees.** Because MANION and EDGEWOOD COLLEGE AGENTS have
2 continued to violate the Law and the Rights of their employees by implementing enforcement of
3 their draconian “directives,” “orders,” “mandates,” and “policies” without Lawful authority or
4 the opportunity for the employees to be heard or for the matter to be debated, serious deprivation
5 of all employees’ Rights has taken place. MANION and EDGEWOOD COLLEGE AGENTS
6 have not stopped their threats, duress and coercion, and may not stop acting against petitioner
7 until this case has been heard and determined by this Honorable Court. The clear and present
8 danger still exists until this Court decides if the People should have their natural, unalienable,
9 Constitutionally protected and secured Rights violated. The petitioner made a choice to offer her
10 community connections and life experience, expertise, passion and dedicated service in birth
11 work as a benefit to EDGEWOOD’S students for the past 6 years, yet MANION and
12 EDGEWOOD COLLEGE AGENTS chose to stand mute and would not timely, properly or
13 honorably respond to the CONDITIONAL ACCEPTANCE (see Exhibits 1 through 6,
14 incorporated by this reference as if fully restated herein). Is this Emergency Petition sufficient
15 for the petitioner to retain the Right to her “*life*,” “*liberty*” and “*property*?”

16 Further, should MANION and EDGEWOOD COLLEGE AGENTS be allowed to violate the
17 terms and agreements of their contract between employees and EDGEWOOD COLLEGE by
18 not honoring the provisions of said contract without proper discussion or due process **that would**
19 **constitute additional deprivation of Rights of the petitioner and other employees.** In this
20 case, MANION and EDGEWOOD COLLEGE AGENTS made the “COVID-19 vaccination
21 status policy” a “new” condition of employment without any consultation, discussion, or due
process (See Exhibit 7, incorporated by this reference as if fully restated herein).

1 Further, under the Common Law, both parties must enter into every contract (or agreement)
2 knowingly, voluntarily, and intentionally or the unrevealed contract is unenforceable and void.
3 MANION and EDGEWOOD COLLEGE AGENTS cannot force petitioner by use of threat,
4 duress, and or coercion to enter into an unlawful, unconscionable or unrevealed contract against
5 her will that violates her natural, unalienable, Constitutionally protected and secured Rights and
6 then expect them to voluntarily, knowingly, and intentionally enter into said contract.. MANION
7 and EDGEWOOD COLLEGE AGENTS are clearly attempting to get petitioner do just that:
8 enter into unlawful, unconscionable and unrevealed contract(s) by forcing submission of
9 "COVID-19 Vaccination Status" under threat, duress, and or coercion. **Such are the commission**
10 **of crimes.**

11 To be clear, petitioner reserves and retains all of her Rights and has waived none of her Rights
12 and does not consent to any "directives," "orders," "mandates" or "policies" that violate any of
13 her natural, unalienable, Constitutionally protected or secured Rights (Article 4:2:1) or any other
14 Rights, Privileges, or Immunities that she may have, whereas "*Waivers of Constitutional Rights*
15 *not only must be voluntary, but must be knowingly intelligent acts done with sufficient awareness*
16 *of the relevant circumstances and likely consequences.*" Brady v. United States, 397 US 742
17 (1970).

18 Just because petitioner enters into a work contract which includes rules and requirements for
19 employment, does not authorize or give MANION and EDGEWOOD COLLEGE AGENTS the
20 lawful authority to impose certain requirements which violate petitioner's individual naturally
21 reserved Rights. In other words, after being hired, People still reserve and retain certain
22 unalienable Rights that cannot be relinquished or taken away without due process of law. Clearly,
23 MANION and EDGEWOOD COLLEGE AGENTS are refusing to recognize and honor
24

1 petitioner's unalienable Rights that she is entitled to and are systematically denying and
2 destroying her ability to remain secure in her Rights. **This is tantamount to the seizure and**
3 **control of petitioner's property and will which constitutes an immediate threat (harm) and**
4 **deprivation to the Rights and liberty of petitioner and other employees.**

5
6 **ENUMERATION OF VIOLATIONS/CRIMES**

7
8 **Petitioner has suffered serious deprivation of Rights and Liberties, and is sustaining**
9 **on-going irreparable harms and also faces continued injury if this Court does not intervene**
10 **and provide EMERGENCY INJUNCTIVE RELIEF and Lawful Remedy.** The
11 violations/crimes and resulting harms/injuries perpetrated by MANION and EDGEWOOD
12 COLLEGE AGENTS against the petitioner, which are enumerated in the employee's sworn
13 DECLARATIONS (see attached) include but are not limited to the following:

14 **VIOLATION/CLAIM #1:** MANION and EDGEWOOD COLLEGE AGENTS **have caused**
15 **and continue to cause harm, injury, and trespass upon petitioner's unalienable**
16 **Constitutionally protected and secured Rights on an ongoing basis using threat, duress, and**
17 **coercion, thereby elevating the nature and seriousness of their violations against petitioner,**
18 **by declaring their intentions to injure and deprive petitioner of his liberty in order to force**
19 **her to compliance by compelling or coercing petitioner to do some act contrary to her free**
20 **will, and in violation of his unalienable Rights.**

21 Their declaration also admits their intention to work injury to the person, property, and Rights of
22 petitioner to inflict punishment, loss, and pain upon her by seizing and detaining certain
23 unalienable Rights of petitioner (which includes petitioner's freedom of religion, physical body,

1 mind, free will, and soul), and then requiring some act as a condition for the surrender of
2 petitioner's Rights, which is tantamount to the crime of extortion.

3 **CLARIFICATION:**

4 Concerning MANION and EDGEWOOD COLLEGE AGENTS requirement for petitioner to
5 submit "COVID-19 Vaccination Status" by September 15, 2021, divulging her personal and
6 private medical information, has caused a menace or threat of such a nature and extent as to
7 unsettle the mind of petitioner, in order to take away petitioner's free and voluntary action which
8 alone constitutes petitioner's consent.

9 MANION and EDGEWOOD COLLEGE AGENTS have made it clear, admitted, and acted upon
10 the intent to inflict punishment upon petitioner for non-compliance in the form of disciplinary
11 action including being suspended without pay, banned from campus and barred from email and
12 online course material, which constitutes a loss that inflicts pain upon petitioner, which is a threat
13 to work injury to petitioner's person, property, and Rights, with the view of restraining
14 petitioner's freedom of action.

15
16 Further, MANION and EDGEWOOD COLLEGE AGENTS are using duress for an unlawful
17 purpose tending to coerce the will of petitioner and actually inducing her to do an act contrary to
18 her will. Here, MANION and EDGEWOOD COLLEGE AGENTS are committing a tortious
19 seizure and detention of petitioner's liberty and unalienable Rights consisting of, but not limited
20 to freedom of religion; free will; mind; and soul of the petitioner who is entitled to these Rights,
21 and then inducing/forcing petitioner to do an act, such as divulging personal and private medical
22 information, contrary to her FIRST, FOURTH, and FIFTH AMENDMENT Rights, the Law, her
23 conscience, and better judgment.

1 If petitioner, relinquishes these Rights due to threat, duress, and coercion, she no longer owns,
2 nor remains in control of her freedom of religious belief; free will; mind; and soul as she would
3 now be subject to the style of religion or belief system, will, and control of MANION and
4 EDGEWOOD COLLEGE AGENTS. This clearly constitutes Duress of Imprisonment by
5 unlawfully restraining and depriving the petitioner of her liberty in order to force compliance
6 upon her regarding “COVID-19 Vaccination Status” **and any other future requirements.**

7 It is clear that MANION and EDGEWOOD COLLEGE AGENTS, by use of coercion are
8 forcing submission in a vigorous or forceful manner to constrain petitioner by subjugation to
9 them in order to get petitioner to do what her free will would naturally otherwise refuse to do.
10 **The use of threat, duress, and coercion being perpetrated against petitioner, in order to**
11 **force her to surrender her unalienable Rights and dignity, elevates the nature and**
12 **seriousness of these wicked and wanton acts on the part of MANION and EDGEWOOD**
13 **COLLEGE AGENTS to the level of gross malfeasance. Again, the banning, seizure of**
14 **property, punishment, loss of employment/livelihood, and the pain associated with these, as**
15 **well as the pain inflicted by such threats, duress, and coercion causing the unsettling of**
16 **petitioner’s mind and body verifies the on-going harm, injury, and trespass committed**
17 **against petitioner.**

18 MANION and EDGEWOOD COLLEGE AGENTS have created an unsafe and hostile work
19 environment for petitioner including ongoing incidents of harassment, religious discrimination,
20 seizure of property, and disrespect of privacy, harm to reputation, etc. as well as banning from
21 campus and suspension without pay for noncompliance with unlawful “COVID-19” “directives,”
22 “orders,” “mandates” and “policies.” There seems to be a deliberate and persistent campaign on
23 the part of MANION and EDGEWOOD COLLEGE AGENTS to use threats, duress, and
24

1 coercion in an attempt to force petitioner to relinquish certain unalienable, Constitutionally
2 protected and secured Rights and bend to the will of the College regarding “vaccination status”
3 requirements. This hostile work environment and infringements upon individual liberties is an
4 actual ongoing harm and petitioner continues to also face the injury of pay/job loss for
5 noncompliance. Petitioner fears the repercussions for her students and the subsequent damage to
6 her reputation and future job opportunities.

7 **VIOLATION/CLAIM #2: MANION and EDGEWOOD COLLEGE AGENTS are violating**
8 **their employee's FIRST AMENDMENT Right (Bill of Rights) respecting the establishment**
9 **of religion.**

10 **CLARIFICATION:** It is petitioner's religious belief that she has been made free by her
11 Creator, thus she is not a servant of the government or of men, to wit, 22 *“For he that is called in*
12 *the Lord, being a servant, is the Lord's freeman; likewise also he that is called, being free, is*
13 *Christ's servant. 23 Ye are bought with a price; be not ye the servants of men.” I Corinthians 7:*
14 *22-23.*¹ Any attempt to alter petitioner's relationship with their Creator by mandating/requiring
15 something contrary to our own established religion, is in reality MANION and EDGEWOOD
16 COLLEGE AGENTS imposing the establishment of their own style of religion, contrary to the
17 FIRST AMENDMENT prohibition to do so upon petitioner and those similarly situated hereto,
18 through use of treat, duress, and or coercion which is unlawful.

19 To be true to her Creator and religion, petitioner must reject being brought under subjugation of
20 others, to wit: *“Stand fast therefore in the liberty wherewith [Creator] hath made us free, and be*
21 *not entangled again with the yoke of bondage.” Galatians 5:1.* Any attempt to alter petitioner's
22 relationship with her Creator by mandating/requiring something contrary to her own established
23 religion, is in reality MANION and EDGEWOOD COLLEGE AGENTS imposing the

1 establishment of their own style of religion or belief system, that of man-made control and
2 domination, contrary to the FIRST AMENDMENT prohibition to do so upon petitioner, which is
3 unlawful.

4
5 Here MANION and EDGEWOOD COLLEGE AGENTS are attempting to seize control over
6 petitioner's free will and freedom of choice of religion and belief system and impose their own
7 will and forgein religion upon petitioner, by using threats, duress, and or coercion to force
8 compliance with unlawful "directives," "orders," "mandates" and "policies," to seize control
9 over petitioner's will and freedom of choice by mandating/requiring petitioner to fill out and
10 submit a COVID Vaccination Status Form, which translates into petitioner's private and personal
11 thoughts transmuted into writing on paper, which is then being used as a means to unreasonably
12 search petitioner's mind and thoughts for personal, private, and medical information without
due process of law and contrary to the law, which is an actual and immediate harm. Petitioner
13 objects to being forced by MANION and EDGEWOOD COLLEGE AGENTS to convert her
14 long-standing and proper role as master of her own religion, body, mind, will, and soul to that of
15 a servant of government and of men, and submit her will to MANION and EDGEWOOD
16 COLLEGE AGENTS rather than follow her own conscience as guided by her Creator, and
17 accept their belief system which is causing an actual and immediate harm by forcing petitioner to
18 now choose to serve MANION and EDGEWOOD COLLEGE AGENTS (false god) and to
19 accept their established religion against petitioner's will and better judgment, thereby causing her
20 to turn her back on her Creator, and forsake her relationship with her Creator whom she relies
21 upon for her life, protection and sustenance beyond all matters of men, to wit; "*The laws of*
nature are the laws of God; whose authority can be superseded by no power on earth. A
legislature must not obstruct our obedience to him from whose punishments they cannot protect
us. All human constitutions which contradict her laws, we are in conscience bound to disobey.

1 *Such have been the adjudications of our courts of justice.”* **Robin v. Hardaway** Cite as: Jeff.
2 109, 1772 WL 11 (Va.Gen.Ct.), page 6, 1772, In the General Court of Virginia. Again, the
3 Creator has commanded petitioner to obey Them and to “*be not ye the servants of men.*” It is
4 my religion that sets forth the fact and belief that I am no more a servant, to wit: **6** “*And because*
5 *ye are sons, God hath sent forth the Spirit of his Son into your hearts, crying, Abba, Father. 7*
6 *Wherefore thou art no more a servant, but a son; and if a son, then an heir of God through*
7 *Christ.”* **Galatians 4:6-7**

8 Petitioner’s freedom of religion is at stake here if she is being forced to subscribe to another
9 belief system that conflicts with her own and to participate in ways that are unconscionable and
10 against her religion.

11 And further, as per my religious belief, petitioner’s, private, personal, and medical information,
12 as protected by law, is not the business of MANION and EDGEWOOD COLLEGE AGENTS,
13 nor does this information have any bearing on my ability to perform my duties as an employee of
14 EDGEWOOD COLLEGE. It is further my religious belief that I must keep said information to
15 myself and not let it fall into the hands of those who do not have my best interests at heart, which
16 is my Right.

17 **VIOLATION/CLAIM #3:** MANION and EDGEWOOD COLLEGE AGENTS **are violating**
18 **petitioner’s Right to freedom of choice and free exercise of religion.**

19 **CLARIFICATION:** MANION and EDGEWOOD COLLEGE AGENTS are attempting to
20 prohibit petitioner from the free exercise of petitioner’s own religion through use of threat,
21 duress, and or coercion, to require petitioner to comply with certain things, which not only are
22 contrary to petitioner’s religion and religious beliefs, but clearly unlawful and unconscionable
23 such as filling out and submitting her COVID Vaccination Status. ***First, Title 21, Section***

1 360bbb-3 of the Federal Food, Drug, and Cosmetic Act prohibits the government from asking
2 for and requiring employees to reveal and give up personal, private, and medical information to
3 them, as well as, protects the employee's right not to divulge said information. This is contrary to
4 her own religious beliefs and an infringement and violation of her religion, mind, will, and soul.
5 *"Religious beliefs need not be acceptable, logical, consistent, or comprehensible to others in
order to merit First Amendment protection."* Thomas v. Rev. Bd. Of Ind. Emp. Sec. Div., 450
6 U.S. 707, 714 (1981). See also Church of the Lukumi Babalu Aye, Inc. v. City of Hialeah, 508
7 U.S. 520, 531 (1993).

9 Secondly, it is petitioner's strong religious belief and stance that she has the right to privacy and
10 autonomy. Government or corporations do not have the Lawful right to make medical decisions
11 for the People or to own medical information. It is not up to vain men of medicine or of science,
12 who believe they are wise, to make decisions for petitioner, to wit: **18** *"Let no man deceive
13 himself. If any man among you seemeth to be wise in this world, let him become a fool, that he
14 may be wise.* **19** *For the wisdom of this world is foolishness with God. For it is written, He taketh
15 the wise in their own craftiness.* **20** *And again, The Lord knoweth the thoughts of the wise, that
16 they are vain.* **21** *Therefore let no man glory in men. For all things are yours;*" I Corinthians
17 3:18-21. The mere notion that a public servant or corporate entity with a financial interest has
18 any claim of "authority" to decide what is right for others and then force their will on these
19 others by holding their Rights and liberties ransom through the use of threat, duress, and or
20 coercion is not only reprehensible but flies in the face of the founding principles upon which this
21 great nation was founded – LIBERTY, FREEDOM, and FREE WILL and CHOICE! The
22 purpose of the FIRST AMENDMENT of the Bill of Rights is to protect petitioner against any
23 unlawful intrusion into her life and religion, and it also serves as a PROHIBITION against
24 government or corporate intrusion into religious affairs.

1
2 Clearly, MANION and EDGEWOOD COLLEGE AGENTS are refusing to recognize and honor
3 petitioner's unalienable Rights that she is entitled to and are systematically denying and
4 destroying her ability to remain secure in his Rights, even in off-duty capacities. **Again this is**
5 **tantamount to the seizure and control of petitioner's religion, mind, will, and soul.** The
6 subjugation of all these parts is the mechanism by which petitioner, is being forced into and
7 under the yoke of bondage by MANION and EDGEWOOD COLLEGE AGENTS, something
8 her Creator has instructed her not to become entangled in, to wit: "*Stand fast therefore in the*
9 *liberty wherewith Christ hath made us free, and be not entangled again with the yoke of*
10 *bondage.*" **Galatians 5:1.** To be true to her Creator and religion she must reject every such
11 notion to bring her under subjugation and the yoke of bondage.

12 Due to the use of threat, duress, and or coercion on the part of MANION and EDGEWOOD
13 COLLEGE AGENTS to force compliance to their unlawful will, petitioner, and those similarly
14 situated hereto, are sustaining actual on-going harm/injury which is causing a present harm
15 constituting an immediate threat and deprivation to the Rights and liberties of the petitioner.

16
17 **VIOLATION/CLAIM #4:** MANION and EDGEWOOD COLLEGE AGENTS **are violating**
18 **petitioner's FIRST AMENDMENT Right to petition the government for a redress of**
19 **grievances.**

20 **CLARIFICATION:** Although MANION and EDGEWOOD COLLEGE AGENTS were given
21 proper notice and reasonable opportunity to respond where they had a legal and moral duty to
22 speak, they have chosen to remain silent on petitioner's CONDITIONAL ACCEPTANCE (see
23 Exhibit 1, incorporated by this reference as if fully restated herein) which petitioner served upon
24 MANION (NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS
25 .

1 NOTICE TO AGENT) in a timely manner, consequently MANION now stands in DISHONOR.
2 As this CONDITIONAL ACCEPTANCE enumerates petitioner's concerns and grievances,
3 petitioner feels that her Right to petition the government for redress of grievances is being
4 violated by MANION and EDGEWOOD COLLEGE AGENTS' silence as well as a fraud being
5 perpetrated upon her, to wit, "*Silence can only be equated with fraud when there is a legal and*
moral duty to speak or when an injury left unanswered would be intentionally misleading."
6 **U.S. v. Prudden, 424 F.2d 1021 (1970); U.S. v. Tweel, 550 F.2d 297, 299 (1977).** Further,
7 MANION and EDGEWOOD COLLEGE AGENTS continue to issue "directives," "orders" and
8 "mandates" concerning "COVID-19 Vaccination Status" under threat, duress, and/or coercion,
9 even after MANION and EDGEWOOD COLLEGE AGENTS' acquiescence and tacit agreement
10 to petitioner's position due to MANION and EDGEWOOD COLLEGE AGENTS' silence and
11 being served with petitioner's NOTICE OF DEFAULT (Exhibit 3, incorporated by this reference
12 as if fully restated herein) and NOTICE OF ESTOPPEL (Exhibit 4, incorporated by this
13 reference as if fully restated herein).

14

15 **VIOLATION/CLAIM #5:** MANION and EDGEWOOD COLLEGE AGENTS are violating
16 petitioner's **FOURTH AMENDMENT** Right to be secure in her persons, houses, papers,
17 and effects (belongings, property, rights, information in one's head, what one knows, etc.),
18 against unreasonable searches and seizures, with regards to mandatory "COVID-19
19 Vaccination Status" disclosure and giving up personal and private medical information
20 contrary to Law.

21 **CLARIFICATION:** MANION and EDGEWOOD COLLEGE AGENTS are attempting to seize
22 control of petitioner's "persons," "papers," and "effects" (belongings, property, Rights,
23 information in one's head, what one knows, etc.) and will. If MANION and EDGEWOOD
24 COLLEGE AGENTS can force petitioner to give up her private medical information then this is

1 prima facia evidence of the actual seizure and control of petitioner's will by MANION and
2 EDGEWOOD COLLEGE AGENTS, which means petitioner has lost control and ownership of
3 her own will through MANION and EDGEWOOD COLLEGE AGENTS' use of threat, duress,
4 and or coercion against petitioner, unlawfully seizing her personal and private information, and
5 then using said information against her, meaning petitioner no longer would be permitted to
6 make personal choices for herself any longer. When it gets to the point where petitioner is no
7 longer permitted to make choices for herself any longer, then petitioner no longer owns and
8 controls her will. This is a clear violation of petitioner's **FOURTH AMENDMENT Rights**.

9 Further, private, personal, and medical information, as protected by Law, is not the property of
10 MANION and EDGEWOOD COLLEGE AGENTS, nor does this information have any bearing
11 on petitioner's ability to perform duties as an employee of EDGEWOOD COLLEGE.

12 **VIOLATION/CLAIM #6:** MANION and EDGEWOOD COLLEGE AGENTS are violating
13 petitioner's **FIFTH AMENDMENT Right to not be compelled to testify against herself**.

14 **CLARIFICATION:** MANION and EDGEWOOD COLLEGE AGENTS are unlawfully
15 demanding/requiring, by use of threat, duress, and or coercion that petitioner submit "COVID-19
16 Vaccination Status" revealing personal and private medical information which would be the same
17 as being compelled to testify against herself - a clear violation of her **FIFTH AMENDMENT
18 Right**.

19 **VIOLATION/CLAIM #7:** MANION and EDGEWOOD COLLEGE AGENTS are violating
20 petitioner's **FIFTH AMENDMENT Right not to be deprived of life, liberty or property,
21 without due process of Law**.

22 **CLARIFICATION:** MANION and EDGEWOOD COLLEGE AGENTS are denying
23 petitioner's Right to due process of law by using threat, duress, and or coercion to get her to turn
24

1 over to MANION and EDGEWOOD COLLEGE AGENTS her life, liberty, and property. The
2 fact that MANION and EDGEWOOD COLLEGE AGENTS are attempting to get petitioner to
3 turn over control of her life, liberty, and property against her consent, in the form or in the nature
4 of petitioner's will, what is in her head, and her decision making, with disciplinary action
5 including being suspended without pay, is not due process of Law as guaranteed by **FIFTH**
6 **AMENDMENT Rights**. Loss of petitioner's livelihood, income and/or employment constitutes
7 a material harm and deprivation of property in the sense that petitioner would be forced to forfeit
8 the investment she has made in her career as well as future earnings and promotions she might
9 obtain during the remainder of her tenure with EDGEWOOD COLLEGE and the regular
10 renewal of her contract.

11 **VIOLATION/CLAIM #8:** MANION and EDGEWOOD COLLEGE AGENTS are in violation
12 of their governing bodies' Oaths of Office by violating FIRST, FOURTH, AND FIFTH
13 AMENDMENT Rights of petitioner.

14 **CLARIFICATION:** All those who took the solemn oath did so by agreeing and swearing to
15 the fact that they would:

16 **“...support and defend the Constitution of the United States and the Constitution of the**
17 **State of California against all enemies, foreign and domestic; that I will bear true faith**
18 **and allegiance to the Constitution of the United States and the Constitution of the State**
19 **of California; that I take this obligation freely, without any mental reservation or**
20 **purpose of evasion; and that I will well and faithfully discharge the duties upon which I**
21 **am about to enter.” Article XX, Sect. 3 of the California Constitution.**

1 Clearly, this oath also includes and covers the Bill of Rights to which these government officials
2 swore to support and defend. Clearly MANION and EDGEWOOD COLLEGE AGENTS in
3 accordance with their governing officials are violating the FIRST, FOURTH, and FIFTH
4 AMENDMENT Rights of the petitioner, flaunting the fact that they have a complete disregard
5 and contempt for the oaths they took, as well as the law. If an official swears an oath to support
6 and defend our FIRST, FOURTH and FIFTH AMENDMENT Rights and then, through their
7 words and deeds go 180 degrees contrary to their solemn promise which they made to us, this is
8 not only a clear and unmistakable violation of their oath of office but a violation of the FIRST,
9 FOURTH and FIFTH AMENDMENTS to the Bill of Rights, as well as petitioner's unalienable
10 Rights, **which are all crimes against petitioner.**

12

13 **BE IT NOTED**

14 These violations/crimes and resulting harms/injuries, arose from "COVID-19" "policy"
15 requirements which MANION attempted to enforce on employees without the Lawful authority
16 to do so. In regard to any and all "COVID-19" "policies," "directives," "orders," or "mandates"
17 (such as "guidelines" for "physical distancing," masking, testing, tracking, "status forms," or
18 "vaccinations," etc.), there is no actual Law that has been passed by the State or Federal
19 Legislature that requires employees to comply, or compels employees to consent to the violation
20 of their natural, unalienable, Constitutionally protected and secured Rights. In fact, no "law" may
21 infringe upon or violate individual Rights, whereas "*The Constitution is the supreme law of the*
land. Any law that is repugnant to the Constitution is null and void... The Constitution
supersedes all other laws and individual rights shall be liberally enforced in favor of him, the
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23

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clearly intended and expressly designated beneficiary.” Marbury v. Madison, 5 U.S. 137 (1803), and “Where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them.” Miranda v. Arizona, 384 U.S. 436, 491 (1966). Further, “Every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellow-men, without his consent.” Cruden v. Neale, 2 NC 338, 339 (1796).

The “directives,” “orders,” “mandates,” or “guidelines” of a governor, mayor, or agent or officer for a city/county/state/health department, etc. are not Law, and public “policy” cannot infringe upon or violate the Rights or liberty of the People. Whereas *“No public policy of a state can be allowed to override the positive guarantees of the U.S. Constitution [for the united States of America].”* 16 Am Jur 2d, Const. Law, Sect 70. Further, *“The term [liberty]...denotes not merely freedom from bodily restraint, but also the right of the individual to contract, to engage in any of the common occupations of life, to acquire useful knowledge, to marry, to establish a home and bring up children, to worship God according to the dictates of his own conscience... The established doctrine is that this liberty may not be interfered with, under the guise of protecting public interest.”* Meyer v. Nebraska, 262 US 390, 399, 400 (1923) and *“Encroachments on the liberty of the citizen cannot be tolerated even though the general result sought is a beneficent one.”* Ex Parte Arata, (App. 2 Dist. 1921) 52 Cal. Appl 380, 198 p. 814.

Black's Law Dictionary, Fourth Edition, defines DURESS: "*Unlawful constraint exercised upon a man whereby he is forced to do some act that he otherwise would not have done... where the person is deprived of his liberty in order to force him to compliance... threats of bodily or other harm, or other means amounting to or tending to coerce the will of another, and actually inducing him to do an act contrary to his free will.*" See *Heider v. Unicume*, 142

1 Or. 410, 20 P.2d 384, 385; Shlensky v. Shlensky, 369 Ill. 179, 15 N.E.2d 694, 698. And, defines
2 COERCION: "*Compulsion; constraint; compelling by force... where one party is constrained*
3 *by subjugation to other to do what his free will would refuse.*" See Metro-Goldwyn-Mayer
4 Distributing Corporation v. Cocke, Tex.Civ.App., 56 S.W.2d 489; Fluharty v. Fluharty, Del.
5 Super., 8 W.W.Harr. 487, 193 A. 838, 840; Santer v. Santer, 115 Pa.Super. 7, 174 A. 651, 652.

RELIEF SOUGHT

8 Therefore, I, the petitioner, seek relief for failure of MANION and EDGEWOOD COLLEGE
9 AGENTS to safeguard my natural, unalienable, Constitutionally protected and secured Rights,
10 and any other Rights, Privileges, and Immunities I might have; therefore move with extreme
11 urgency in this matter, and seek EMERGENCY INJUNCTIVE RELIEF or any other Lawful
12 Remedy available by this Court against MANION, PRESIDENT of EDGEWOOD COLLEGE,
13 as well as any agents of EDGEWOOD COLLEGE following unlawful directives, **ordering**
14 **them to:**

15
16 1. **Cease and Desist** in sending/delivering any and all further communications such as, notices,
17 "directives," "orders," "mandates," requirements, and threats concerning MANION and
18 EDGEWOOD COLLEGE AGENTS' unlawful requirement to **divulge personal and private**
19 **medical information** by way of "COVID-19 Vaccination Status" or by any other means.

20
21 2. This **Cease and Desist extends to any and all EDGEWOOD COLLEGE policies which**
reference Vaccines or Vaccination status per COURTESY NOTICE dated October 4, 2021.

22 (See Exhibit 2, incorporated by this reference as if fully restated herein.)

1 3. **Cease and Desist** in any further action against petitioner whether disciplinary, retaliatory or in
2 the nature of demotion, barring from email and online course material, banning from campus,
3 and unpaid suspension or termination of employment for failure to comply with
4 unconstitutional/unlawful “directives,” “orders,” “mandates” or “policy” concerning the
5 gathering of personal/private medical information through “COVID-19 Vaccination Status” or by
6 any other means, as well as any and all requirements for “COVID-19” and “variants” including,
7 but not limited to, “vaccinations” and testing.

8 4. **Be held personally liable** for any fees and fines for damages pursuant to petitioner’s fee
9 schedule (\$1,000 US Dollars per day per man or woman involved, plus any interest and
10 penalties, which will continue to accrue until this matter is settled in full), as a result of
11 activating and accepting the terms and obligations of said fee schedule (on October 13, 2021)
12 due to continued unlawful activity and actions against petitioner including the above-mentioned
13 violations of her natural, unalienable, Constitutionally protected and secured Rights. (See
14 Exhibits 5 through 7, incorporated by this reference as if fully restated herein).

15

16

17 **MEMORANDUM OF POINTS AND AUTHORITY IN SUPPORT THEREOF**

18 **ROBIN v. HARDAWAY**, Cite as: Jeff. 109, 1772 WL 11 (Va.Gen.Ct.), page 6, 1772,

19 In the General Court of Virginia. *“The laws of nature are the laws of God; whose*
20 *authority can be superseded by no power on earth. A legislature must not obstruct*
21 *our obedience to him from whose punishments they cannot protect us. All*
22 *human constitutions which contradict his laws, we are in conscience bound to*
23 *disobey. Such have been the adjudications of our courts of justice.”*

24 **CRUDEN v. NEALE**, 2 NC 338-339 (1796) *That tile majority shall prevail, is a rule*
25 *posterior to the formation of government, and results from it. It is not a rule*

binding upon mankind in their natural state. There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions fellow-men, without his consent.

COUNTY OF BUTLER v. GOVERNOR WOLF, Case 2:20-cv-00677-WSS:

“However, good intentions toward a laudable end are not alone enough to uphold governmental action against a constitutional challenge. Indeed, the greatest threats to our system of constitutional liberties may arise when the ends are laudable, and the intent is good-especially in a time of emergency. In an emergency, even a vigilant public may let down its guard over its constitutional liberties only to find that liberties, once relinquished, are hard to recoup and that restrictions-while expedient in the face of an emergency situation-may persist long after immediate danger has passed. Thus, in reviewing emergency measures, the job of courts is made more difficult by the delicate balancing that they must undertake. The Court is guided in this balancing by principles of established constitutional jurisprudence.

This action seeks a declaration that Defendants' actions violated and continue to violate the First Amendment, ... ” (FOURTH and FIFTH AMENDMENTS as well)

IN RE MIDWEST INSTITUTE OF HEALTH V. MICHIGAN, Docket No. 161492:

Argued on request to answer certified questions September 9, 2020. Decided October 2, 2020. ". . . concluded that the Governor lacked the authority to declare a "state of emergency" or a "state of disaster" under the EMA after April 30, 2020, on the basis of the COVID-19 pandemic and that the EPGA violated the Michigan Constitution because it delegated to the executive branch the legislative powers of state government and allowed the executive branch to exercise those powers indefinitely. First, under the EMA, the Governor only possessed the authority or obligation to declare a state of emergency or state of disaster once and then had to terminate that declaration when the Legislature did not authorize an extension; the Governor possessed no authority to redeclare the same state of emergency or state of disaster and thereby avoid the Legislature's limitation on her authority. Second, regarding the statutory language of the EPGA, plaintiffs' argument that an emergency must be

1 short-lived and the Legislature's argument that the EPGA was only intended to
2 address local emergencies were textually unconvincing. And while the EPGA
3 only allows the Governor to declare a state of emergency when public safety is
4 imperiled, public-health emergencies such as the COVID-19 pandemic can be
5 said to imperil public safety. Third, as the scope of the powers conferred upon
6 the Governor by the Legislature becomes increasingly broad, in regard to both
7 the subject matter and their duration, the standards imposed upon the
8 Governor's discretion by the Legislature must correspondingly become more
9 detailed and precise. MCL 10.31(1) of the EPGA delegated broad powers to the
10 Governor to enter orders "to protect life and property or to bring the emergency
11 situation within the affected area under control, and under MCL 10.31(2), the
12 Governor could exercise those powers until a "declaration by the governor that
13 the emergency no longer exists." Thus, the Governor's emergency powers were
14 of indefinite duration, and the only standards governing the Governor's exercise
15 of emergency powers were the words "reasonable" and 'necessary,' neither of
16 which supplied genuine guidance to the Governor as to how to exercise the
17 delegated authority nor constrained the Governor's actions in any meaningful
18 manner. Accordingly, the EPGA constituted an unlawful delegation of legislative
19 power to the executive and was unconstitutional under Const 1963, art 3, § 2, which
20 prohibits exercise of the legislative power by the executive branch.
21 Finally, the unlawful delegation of power was not severable from the EPGA as
22 a whole because the EPGA is inoperative when the power to "protect life and
23 property" is severed from the remainder of the EPGA. Accordingly, the EPGA
24 was unconstitutional in its entirety."

1 **OWEN v. INDEPENDENCE**, 100 S. Ct. 1398 (1980): *Officers of the court have no
2 immunity, when violating a constitutional right, from liability, for they are
3 deemed to know the law.*

4 **BYARS v. U.S.** 273 U.S. 28 (1927): *Rights must be interpreted in favor of the citizen.
5 No unlawful search and seizure.*

6 **BOYD v. U.S.** 116 U.S. 616 (1886): *The court is to protect against any encroachment of
7 constitutionally secured liberty.*

1
2 **MIRANDA v. ARIZONA** 384 U.S. 436, 491 (1966): *Where rights secured by the*
3 *constitution are involved, there can be no rule making or legislation which*
4 *would abrogate [abolish] them.*

5
6 **NORTON v. SHELBY COUNTY** 118 U.S. 425, 442 (1886): *An unconstitutional act*
7 *is not law; it confers no rights; it imposes no duties; affords no protection; it*
8 *creates no office; it is in legal contemplation, as [an] inoperative as though it*
9 *had never been passed.*

10
11 **U.S. v. BISHOP**, 412 U.S. 346 (1973): *If you have relied on the Constitution and prior*
12 *decisions of the Supreme Court, then you have a perfect defense for willfulness.*
13 *If they can't prove willfulness they can't prove anything.*

14
15 **EX PARTE MILLIGAN**, 71 U.S. 2 (1866): *"The Constitution of the United States is a*
16 *law for rulers and people equally in war and in peace, and covers with the shield*
17 *of its protection all classes of men, at all times, and under all circumstances.*
18 *No doctrine, involving more pernicious consequences, was ever invented by the*
19 *wit of man than that **any of its provisions can be suspended** during any of the*
20 *great exigencies of government."*

21
22 **EX PARTE MILLIGAN**, 71 U.S. 2, pp. 82 ¶2 (1866): *"...No human being in this*
23 *country can exercise any kind of Public authority which is not conferred by*
24 *law; and under the United States it must be given by the express words of a*
25 *written Statute. Whatever is not so given is withheld, and the exercise of it is*
26 *positively prohibited."*

27
28 **EX PARTE MILLIGAN**, 71 U.S. 2, pp. 62-63 (1866): *"...A judge would be no judge if*
29 *everybody else were a judge as well as he. Therefore, in every society, however*
30 *rude or however perfect its organization, the judicial authority is always*
31 *committed to the hands of particular persons, who are trusted to use it wisely*
32 *and well; and their authority is exclusive; they cannot share it with others to*
33 *whom it has not been committed. Where, then, is the judicial power in this*
34 *country? Who are the depositaries of it here? The Federal Constitution answers*

1 **that question in very plain words, by declaring that 'the judicial power of the**
2 **United States shall be vested in one Supreme Court, and in such inferior courts**
3 **as Congress may from time to time ordain and establish. Congress has, from time**
4 **to time, ordained and established certain inferior courts; and, in them, together**
5 **with the one Supreme Court to which they are subordinate, is vested all the**
6 **judicial power, properly so called, which the United States can lawfully exercise.**
7 **At the time the General Government was created, the States and the people**
8 **bestowed upon that government a certain portion of the judicial power which**
9 **otherwise would have remained in their own hands, but they gave it on a**
10 **solemn trust, and coupled the grant of it with this express condition, that it**
11 **should never be used in any way but one; that is, by means of ordained and**
12 **established courts. Any person, therefore, who undertakes to exercise judicial**
13 **power in any other way, not only violates the law of the land, but he tramples**
14 **upon the most important part of that Constitution which holds these States**
15 **together."**

16 **EX PARTE MILLIGAN, 71 U.S. 2, pp. 66 (1866): "...Hamilton expressed, in the**
17 **Federalist, the universal sentiment of his time, when he said, that the arbitrary**
18 **power of conviction and punishment for pretended offences, had been the great**
19 **engine of despotism in all ages and all countries. The existence of such a power**
20 **is incompatible with freedom."**

21 **EX PARTE MILLIGAN, 71 U.S. 2, pp. 73 (1866): "I prove my right to a trial by jury**
22 **just as I would prove my title to an estate, if I held in my hand a solemn deed**
23 **conveying it to me, coupled with undeniable evidence of long and undisturbed**
24 **possession under and according to the deed. There is the charter by which we**
25 **claim to hold it. It is called the Constitution of the United States. It is signed with**
 the sacred name of George Washington, and with thirty-nine other names, only
 less illustrious than his. They represented every independent State then upon this
 continent, and each State afterwards ratified their work by a separate convention
 of its own people. Every State that subsequently came in acknowledged that
 this was the great standard by which their rights were to be measured. Every
 man that has ever held office in the country, from that time to this, has taken an
 oath that he would support and sustain it through good report and through evil.

1 *The Attorney General himself became a party to the instrument when he laid his*
2 *hand upon the holy gospels, and swore that he would give to me and every other*
3 *citizen the full benefit of all it contains.”*

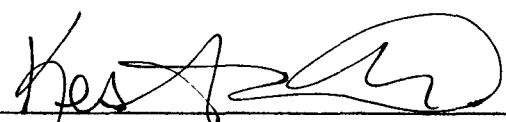
4 **EX PARTE MILLIGAN**, 71 U.S. 2, pp. 125 (1866): “*Not one of these safeguards*
5 *[Constitutional guarantees] can the President, or Congress, or the Judiciary*
6 *disturb, except the one concerning the writ of habeas corpus.”*

7 **EX PARTE MILLIGAN**, 71 U.S. 2, pp. 136-137 (1866): “*We agree in the proposition*
8 *that no department of the government of the United States-neither President,*
9 *nor Congress, nor the Courts-possesses any power not given by the*
10 *Constitution.”*

11 **HOME BUILDING & LOAN ASSOC. V BLAISDELL**, 290 U.S. 398 (1934):
12 “*Emergency does not create power. Emergency does not increase granted*
13 *power or remove or diminish restrictions imposed upon power granted or*
14 *reserved. The Constitution was adopted in a period of grave emergency. Its*
15 *grants of power to the Federal Government and its limitations of the power of*
16 *the States were determined in the light of emergency and they are not altered*
17 *by emergency.*” And: “...*No human being in this country can exercise any kind*
18 *of Public authority which is not conferred by law;...”*

19 All Right reserved; none waived, and without prejudice UCC 1-308.

20 Respectfully Submitted,

21 
22 Kerstin Smith, In Sui Juris

23 11/17/21

24 Date