



RE 369 429 764 US

Label 200, August 2005 PSN 7690-03-000-9311

FILE FOR RECORD - THIS IS PRIVATE NOTICE

RETURN TO: Theodore Dieterich Batzer- Without Prejudice UCC 1-308 C/O 8610 Bent Pine Drive Lake Ann, state of Michigan Non domestic Without the United States Not in any federal zone, territory, possession, enclave, etc., and not subject to the jurisdiction of the United States, et al.

Benzie county registry Upper Level Government Center 448 Court Place Beulah, MI 49617

NOTICE OF DECLARATION IN THE FORM OF A COMMON LAW AFFIDAVIT OF TRUTH

NOTICE OF DECLARATION IN THE FORM OF A COMMERCIAL AFFIDAVIT OF TRUTH

NOTICE TO: Evan Windholz C/O 297 Knollwood Drive Traverse City, state of Michigan united states of America

NOTICE TO: Evan Windholz in his capacity as an Agent and/or Principal for "Kewin, Inc."; "KEWIN, INC."; "WAKKE, LLC"; "AEWIN, LLC"; "WINKE, LLC"; "EVAN WINDHOLZ"; "A. E. WINDHOLZ"; "K. E. WINDHOLZ"; "A. WINDHOLZ"; "K. A. WINDHOLZ" (and any other people, Persons, or Entities that may be d/b/a as any of the above Entities or may be d/b/a as "Critter Control of New Jersey", "Critter Control of Southern Wisconsin", "Critter Control of Traverse City", "Critter Control of Mobile-Pensacola", and/or in connection with any afore mentioned people, Persons, or Entities in regards to the matter(s) stated within) 297 KNOLLWOOD DR. TRAVERSE CITY MI 49686

RECEIVED BENZIE COUNTY REGISTER OF DEEDS

2017 MAY 26 PM 2 16

This affidavit is intended to be a record of private notice and its declarations are written in good faith and without prejudice:

Re: Payment of Debt still owed on individually commissioned sales contracts. Payment of Debt still owed on other outstanding items.

I, Theodore Dieterich Batzer, declare that I am of majority and competent to state the matters set forth herein with first-hand knowledge of the facts and that they are true, correct, not misleading, and certain, admissible as evidence.

The following claims, stances, statements, and information have not yet been made a matter in need of resolution within the Court System and I assume, for the sake of saving the time, financial expense, and good relationships between all parties involved, that we all prefer to keep it that way. As long as the Debts are paid in full, no further Legal or lawful action will be taken.

1. The "'commission only' check on the next payroll for jobs sold, but not yet invoiced or paid" (your language per your email on 04/26/2017 issued on 05/12/2017 sent from "WAKKE, LLC 297 KNOLLWOOD DR TRAVERSE CITY MI 49686" and authorized/signed by "EVAN WINDHOLZ" in the amount of \$746.70 before withholding is drastically less than what our commission agreement and your last email explaining what would be included on the check issued on 05/12/2017 indicated. There is still an outstanding Debt of \$2057.11 from "Commissions"/"commission only".
2. The check issued on 05/12/2017 in the amount of \$746.70 before withholding will be held until the rest of the outstanding Debt of \$2057.11 before withholding is paid in full, so as not to imply an acceptance of \$746.70 as a final offer. Should the check issued on 05/12/2017 be cancelled for any reason before it is redeemed for value, then the amount of the Debt owed will be \$2803.81.
3. I would certainly hope this action was not intentional or pre-meditated by you in any way and I would strongly urge you to Honor our agreement/implied-in-fact contracts commissioned and pay the remaining Debt for those. I am giving you the benefit of the doubt by keeping this as a mostly private matter for now, and will assume, for the time being, that this action was an honest mistake and simply just human error. Should anything in your response(s), or any and all further communications in any form or format indicate otherwise, or should there be no response to this letter within the specified time frame below, it will then be determined, through your silent acquiescence, that there was pre-meditated malicious intent towards the Man known as Theodore Dieterich Batzer and you and/or your companies have no intention to remain Honorable and pay the Debt owed.
4. It is not my wish to pursue any Legal or lawful means further than this affidavit to resolve the matter, but should there be any indication that the Debt will not be willfully paid and thusly your actions be brought to Dishonor, the next steps will be to seek consultation on any and all peaceful Legal and lawful means necessary to receive what is rightfully owed and also to file another Notarized Affidavit immediately with a County Clerk so as to pursue the debt via Commercial and/or Public means. The intent of these actions will not be to harm any living man or woman, but simply to aid in obtaining what is owed Commercially, and such actions will be done Without Prejudice and in Good Faith.
5. Should the afore mentioned next steps need to be taken on this matter, or the separate matter listed below, all related communications, transmissions, and records/recordings will be attached as exhibits to said Affidavit accordingly.
6. Should this affidavit be sufficient enough notice to resolve the matter, and the matter does get resolved to the satisfaction of both parties, an additional affidavit shall be filed at a County Recorder stating that the matter has been resolved.

Please see below for written explanation and breakdown of the sales record and amounts owed as well as additional items:

**Written explanation of sales records/commissioned sales contracts:**

1. The record reflects \$76,981.13 in total sales via individually commissioned sales contracts credited to THEODORE DIETERICH BATZER at a commission pay out rate of 5% of total revenue of said sales contracts (per the implied-in-fact commission contract/agreement for all individual commissioned sales contracts), which dictates a total of \$3849.06 in commissions owed. See below for breakdown of sales/commissioned contracts secured/made/recorded and their dollar amounts.
2. Before the "commission only" check on the next payroll for jobs sold, but not yet invoiced or paid" check, which was issued on 05/12/2017 in the amount of \$746.70 before withholding, only \$1045.25 in commissions had been paid, which means the total amount still owed and the final "commission only" issued on 05/12/2017 should have been in the amount of \$2803.81 before withholding pursuant to MCL § 408.475 (see also MCL § 408.471(f) for definition of "Wages").
3. Clearly, the proper "due-diligence" required to find and calculate this amount was fairly minimal as I have only just had the time to sit down and review it today and it took all of 10 minutes to find and calculate properly, so MCL § 408.475 (1) and (2) would quite clearly apply to this situation. From your end, the proper "due-diligence" should have been not very time consuming as the numbers should be fairly easy to calculate due to the fact that literally none of the sales or numbers listed below could have possibly been sold by anyone else, as I was literally the only salesman, and often times the only person at all, at that location.
4. That entire \$76,981.13 worth of revenue sold at that location would not exist and never have existed and those contracts never secured for your business were it not for my direct presence, skillsets, and activity. Therefore, I expect to be compensated for the full 5% of that entire revenue amount on all individually commissioned sales contracts sold per our standing agreement.
5. Since each sale is a separately commissioned contract, the 5% commission that was to be paid out on each contract cannot possibly count as "severance" and therefore the company policy stating that it does not pay out severance upon termination does not apply.
6. The statement attached to the check issued on 05/12/2017 in the amount of \$746.70 before withholding reflects total YTD (Year-To-Date) commissions paid in the amount of \$1791.95 before withholding, which means that the check itself is less \$2057.11 (before withholding) of the correct amount of total commissions owed (\$3849.06) on commissioned sales contracts.
7. Since you failed to ever provide or send any hard copies (or digital copies for that matter) of commission reports from accounting with the checks or at all, as is common courtesy, custom, and a showing of Good Faith, below is an outline of my record of sales during the specified timelines. Your records and record of transmissions and communications should reflect the same numbers provided there are no electronic errors or system malfunctions and/or no records have been altered or tampered with so as to reflect credit for said sales/commissioned sales contracts to a different party or otherwise.

**Record of Comissioned Sales Contracts and Respective Dollar amounts sold and secured by "THEODORE DIETERICH BATZER" by your (Evan Windholz; "EVAN WINDHOLZ") companies:**

1. Email from you ("EVAN WINDHOLZ") personally on 04/04/2017 regarding 12 invoiced sales contracts in March 2017 totaling in the amount of-- \$12,551.04 (5% Commission= \$627.56)

Sales Invoiced/Sold/Final Payment Collected and or Work Finished/"sold but not yet invoiced or paid" after March 2017 (in no particular chronological order):

2. Dale & Betty Brockman— \$1903 (5% commission= \$95.15)
3. Adam Segal— \$1393.60 (5% commission= \$69.68)
4. Susan Kerns— \$924 (5% commission= \$46.20)
5. Vern Messersmith— \$2765 (5% commission= \$138.25)
6. Josh Gwartz— \$1745 (5% commission= \$87.25)
7. Kim Hotter— \$2719 (5% commission= \$135.95)
8. Dwain Henning— \$3726.40 (5% commission= \$186.32)
9. Sally MacDonald— \$2084 (5% commission= \$104.20)
10. Lisa Mavroulis— \$2035 (5% commission= \$101.75)
11. Tim Ashe— \$2493.50 (5% commission= \$124.68)
12. Prahbas Mittal— \$4752 (5% commission= \$237.60)
13. Bieck Management— \$897 (5% commission= \$44.85)
14. Lee Berthlesen— \$2522 (5% commission= \$112.60)
15. Gary Nell— \$1194.25 (5% commission= \$59.72)
16. Maria & Tim Albrecht— \$7397.50 (5% commission= \$369.88)
17. Mark Mewissen— \$4189.94 (5% commission= \$209.50)
18. Ellen Schlossman— \$3037.60 (5% commission= \$151.85)
19. Ed Jalinski— \$1751.20 (5% commission= \$87.86)
20. Tom Porter/Rich Fischer— \$2799 (5% commission= \$139.95)
21. Evan Rytlewski— \$988 (5% commission= \$49.40)
22. Cheng Ly— \$668.50 (5% commission= \$33.43)
23. Matt Deroiser— \$732 (5% commission= \$36.60)
24. Tom (birds- sold removed nest
25. and sealed soffit week of
26. 04/17/2017)— \$497 (5% commission= \$24.85)
27. Shawarma House— \$1048 (5% commission= \$52.40)
28. Doug Lady— \$2829.60 (5% commission= \$141.48)
29. Ogden & Co. (Scott Trindl)- \$2347 (5% commission= \$117.35)
30. Sandy Kubisiak- \$988 (5% commission= \$49.40)
31. Elizabeth Bisswurm- \$656 (5% commission= \$32.80)
32. Marylin Moore- \$3347 (5% commission= \$167.35)

TOTAL: \$76,981.13 (5% commission= \$3849.06)

YTD Commissions Paid as reflected on 05/12/17 statement: \$1791.95

Commissions still owed: \$2057.11

Also, as a separate item and Debt, there is still the matter of payment of any fringe benefits unpaid/owed, which in this specific case would be a "gym membership" (per your original written offer) from end of January through end of April (3 months) which was never Honored. "ANYTIME FITNESS" on Silver Lake Rd. in Traverse City, MI is the closest to my house and also the cheapest rates I could find. They do month-to-month memberships at a rate of \$38.99 per month (total of \$116.97 worth of monthly) with one-time fees of \$49.99 for initiation and \$35.00 for building access/key fob, for a grand total of \$201.96 that was not honored per the conditionally accepted offer. Please issue a separate form of payment for this Debt to resolve this matter.

Please respond within 10 days via certified or registered mail. Should you have a legitimate and truthful rebuttal to any of these claims or stances, you must respond Honorably via signed and Notarized Affidavit swearing under penalty of perjury that the statements, claims, and information therein are truthful and factual. Failure to rebut any statements, claims, stances, and/or information contained in this Affidavit, via the proper form and conditions specified, will result in the contents of this Affidavit being the undisputed truths of the matter. Should you not have any legitimate and truthful rebuttal or not wish to rebut any statements, claims, stances, and/or information contained within this affidavit, simply send forms of payment for both of the items and amounts specified for each Debt via certified or registered mail. Non-response within 10 days via certified or registered mail will be silent acquiescence of an intention not to stay in Honor or pay the Debts and also of a malicious intent to bring harm upon the Man.

Notice to the agent is notice to the principal. Notice to principal and agent Evan Windholz is made by sending a certified copy of this document to principal and agent via registered mail and filing this document with the Benzie County Recorder.

Further affiant sayeth not!

By Theodore Dieterich Batzer

ACCEPTANCE

By *Theodore Dieterich Batzer* *Without Prejudice UCC 1-3-8* no dolus  
Honourable Theodore Dieterich Batzer, sui juris, a lawful Man

This document prepared by Theodore Dieterich Batzer

ACKNOWLEDGMENT/NOTARY

Benzie County  
state of Michigan  
united states of America  
*original jurisdiction*

The above affiant, personally known to Me, or proved to Me on the basis of satisfactory evidence, to be the one whose address (name) and autograph is subscribed to the within instrument. Affiant swears under the pains and penalties of perjury that all statements made herein are true, correct, certain, and not misleading.

Duly subscribed and sworn on this 22nd day of MAY, 2017.

X *Peter Newell* (seal)  
Notary Public

