

Daniel Smock
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Clear Spring, State of Maryland
United States of America
NAP 8H8Z4 PLK2D

Draft 6.0

Deposition

March 29, 2016

Comes now Daniel D. Smock hereinafter claimant against William R. Nalitz, hereinafter Respondent, in the matter of issuing arbitrary court orders, arbitrary conditions, and arbitrary obligations which resulted in multiple human rights violations against the claimant, including involuntary servitude for life.

- 1) October 28, 2010 the Master hearing report was filed into Greene County Courthouse.
- 2) The court clerk Susan K. White, mailed out notice's that each party had Ten **(10) days** to accept or reject the Masters Report. **See Exhibit A**
- 3) Linda S Moore, attorney for Suzanne M. Smith (Smock), notified the clerk of an error claiming 20 days is granted, to accept or reject, pursuant to state statute.
- 4) Linda breached the Trust agreement established when representing both claimant and Suzanne Smith and subsequently firing claimant to solely represent Suzanne Smith.
- 5) Linda had privileged information disclosed by claimant in confidence.
- 6) November 18, 2010, to date no motions had been filed.
- 7) November 19, 2010 claimant obtains a divorce decree from Greene County Courthouse. **See Exhibit B**
- 8) November 24, 2010, Linda Moore trespassed against claimant again by filing a motion, after the statutory limit had expired, with respondent.
- 9) Linda Moore circumvented the orders to Respondent claiming to not know the date requirements which were the same date requirements she knew about when she

corrected the Greene County Court clerk, on October 28, 2010, about the 10 day response time actually being 20 days per state statute.

- 10) Respondent trespassed on the contract of divorce evidenced by the divorce decree and now subsequent marriage license claimant already possessed.
- 11) Respondent assisted Linda Moore, a fellow BAR licensed attorney, who was a member of a private association he was a member to, to charge more fees for services which were no longer needed and ultimately paid by claimant. **See Exhibit C**
- 12) Claimant became aware of the breach of contract having received a rescinded writ of divorce by post.
- 13) Claimant objected, having been mailed Rescinded of Writ of Divorce, claimant also objected to the arbitrary conditions of issuing such court orders of a case that had been closed by two people who had no authority to even reopen a closed case and hear matters to a closed case.
- 14) Respondent and Linda Moore had a private meeting where claimant was not allowed to come and that the date had changed which it in fact had not changed. This was a violation of due process as well as a trespass on claimant unalienable rights. In which claimant would discuss matters for arbitrarily conditions for reopening a closed case, with the claimant present.
- 15) The respondent cancelled the original contract and created a new contract where the terms were open for discussion in turn guaranteeing employment for Linda Moore and aiding her avoidance of a malpractice claim by Suzanne M. Smith.
- 16) During the private members meeting the respondent, reinstated the Writ of Divorce On December 3, 2010 but without any terms – the respondent claimed to “reserve jurisdiction on outstanding economic issues” outside the writ of divorce, now without any terms, to arbitrate such matters at a later date, at claimant expense. **See Exhibit D**
- 17) April 8, 2016 claim of damages addendum. **See Exhibit E**

Exhibit E

Claimant requested Sally L. Apter to file formal criminal trespass charges against Respondent, and Linda S. Moore, for arbitrating a closed case, out-side of state statutes, furthermore, for covering up such harmful acts against claimant, for continued stealing of his labored, and for further the postponement of ones life's to pursuit for happiness that the respondent took from the claimant. Damaging effects that claimant will never be able to escape, now hundreds of thousands and 8 yrs. of continued postponement to his life, only to find no closure, all leading back to respondent having ignored fact and arbitrated a closed case including to further suppress procedural defects to try to apply joinder in a case that of which was closed. **See Exhibit B**

- a) May 9th, 2012, Claimant was damaged through loss of freedom as well as physical damage to Claimant's body in the form of cuts, bruises, and mental abuse.
 - b) Claimant's property, in the amount of \$15,000 was stolen
 - c) May 11th, 2012 Claimant was fined \$13,000 to settle the debt of another (tummy tuck debt)
 - d) Claimant was threatened with months of lost freedom if payment of \$1,000 was not made.
21. August 5, 2012 Claimant is terrorized to this day with threat of imprisonment.
22. Claimant's employer had multiple writs of garnishments by the District Court of Maryland who based such orders on arbitrated closed case originally filed in Greene County.
- a. Respondent is also stealing by having claimant wages garnished by Citibank for a second time - it was discovered that the funds collected for Citibank two times that none have been forwarded to Citibank:
 - b. Respondent Stealing \$15,000.00
 - c. Respondent garnishments of wages twice of \$14,609.81

Note: As of April, 2016 respondent has stolen over \$36,000.00

23. Respondent claimed to have apply Claimant's \$15,000.00 bond towards alimony arrears, with a remaining \$5,900 as outstanding. But upon careful review of accounting that respondent also sent to Domestic Relations the amount being reported by respondent had grossly increased to that of \$12,600 not \$5,900. The respondent is now document tampering between different agencies to suppress the funds that had been collected back in Oct. 24th 2012 as having been applied, but in reality stolen by respondent.
24. Claimant's wages are being garnished twice because of the acts of Respondent, Claimant's employer, Agents for the District Court of Maryland, and agents for Greene County Pennsylvania. All of the men and women are liable for theft of Claimant's property without due process of law.

This is the very reason why Plaintiff placed all parties involved on notice, requesting full accounting... in the beginning of Jan. 2013 This was met with complete silence and now for the very same reason the District Court of Maryland and it's agents have made themselves parties to fraud and theft of property, property belonging to Claimant.