

Steven Alan Magritz
W3797 Shady Lane
Saukville, Wisconsin

SANDY A. WILLIAMS
RECEIVED

OCT 20 2003

To:

SAUK COUNTY DISTRICT ATTORNEY

Sandy Williams, District Attorney
1201 S. Spring Street
Port Washington, WI 53074

Attached hereto is an Affidavit of Criminal Report and Probable Cause by a Victim and Witness of Criminal Activity. This is in regard to acts committed by officials of Ozaukee County / County of Ozaukee.

I request that you prosecute the actors for any and all criminal acts perpetrated and/or assented to as set forth in the abovesaid affidavit. I request that you respond to me within 30 days with a simple "yes" or "no" to the following:

Are you (Sandy Williams) going to prosecute the perpetrators?

Respectfully requested,

dated: July 23, 2003

[Redacted Signature]

SANDY A. WILLIAMS
RECEIVED

OCT 20 2003

Steven Alan Magritz
W3797 Shady Lane
Saukville, Wisconsin

OZAUKEE COUNTY DISTRICT ATTORNEY

Chippewa County)
) SS:
State of Wisconsin)

**Affidavit of Criminal Report and Probable Cause
By Witness and Victim of Criminal Activity**

I, Steven Alan Magritz, hereinafter Affiant, who is currently incarcerated at Stanley Correctional Institution, Stanley, Wisconsin, states that Affiant is of legal age, competent to testify, has personal first hand knowledge and believes that the truths and facts herein are true, correct, complete, certain, not misleading.

Affiant has read Wisconsin Statutes Annotated (hereinafter WSA), including but not limited to 59.15 Neglect of duty-Supervisor; 59.25 Treasurer (including duties listed at 75.521(5)); 59.40 Clerk of Court and duties; 59.43 Register of Deeds (including duties listed at 77.22); 112 Uniform Fiduciaries Act; 134.01 Injury to business, reputation or calling; 403.420 Conversion of Instrument; 403.603 Discharge on Tender; 939.05 Parties to a crime (aiding and abetting); 939.31 Conspiracy; 939.641 Concealing identity; 940.30 False imprisonment; 940.31 Kidnapping; 940.34 Duty to report a crime; 940.43 Intimidation of witness - felony; 940.45 Intimidation of Victim - felony; 942.01 Defamation; 942.03 Giving false information for publication; 943.30 Extortion; 943.20(1)(b) Theft of negotiable security; 943.13 Trespass to land; 943.14 Criminal trespass to dwellings; 943.39 Fraudulent writings; 946.12 Misconduct in public office; 946.32 False swearing; 946.72 Tampering with public records and notices; 946.80-88 Wisconsin Organized Crime Control Act (RICO - Racketeering); and United States Code Annotated (USCA), Title 18 Section 242 Deprivation of rights under color of law; USCA 18 Sec 2071 Concealment, removal or mutilation generally; USCA 18 Sec 2073 False entries; 18 USCA Sec 1341 Frauds and swindles; 18 USCA Sec 1343 Wire fraud; 18 USCA Sec 1961 RICO definitions; 18 USCA Sec 1503 Obstruction of justice; 18 USCA Sec 1951 Hobbs Act - Extortion;

and Affiant believes that because Affiant knows of these facts which appear to be criminal activity it would be unlawful for Affiant not to report these facts to the proper authorities by way of this affidavit.

1) Affiant gives notice of and incorporates by reference herein in their entirety the following documents recorded in the office of the Register of Deeds of Ozaukee County, Wisconsin: The Notice of Reservation of Right To Initiate a Counterclaim and To Claim Official Bond or Surety, and, Notice of Public record, recorded in document number 675781, vol 1309,

pages 359 through 361; documents numbered 435131, 435132, 435133, 528822, 528823, 530358, 576044, 690081, 688709, 692784, 693378, 691601, 690214, 690080, 681666, 681667, 677834, 675442, 674178, 675781, 675637, 685051, 677585, 650771, 682591, 698039, 698040, 698041, 698042, 698440, 701453, 702647, 703696, 704274, and 708567.

2) Affiant has not seen or been presented with any challenge or objection by any member of the Board of Supervisors of Ozaukee County or any officer, official, employee, agent or principal of Ozaukee County, to Affiant's claims of all of the givens and grants claimed by affiant under the original Land Patents 1435 and 672 granted by the President of the United States of America to the original Patentees in the years 1837 and 1840, which state in pertinent part: "TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, unto the said [named Patentee] and to his heirs and assigns forever." Said claims are set forth in documents recorded at the office of the Register of deeds of Ozaukee County, Wisconsin (hereafter Deeds) numbered 435131, 435132, 435133, 528822, 528823, 530358, 576044, 674178, and 675781, among others.

3) Affiant has not seen or been presented with any challenge or objection or statement of inapplicability by any member of the Board of Supervisors of Ozaukee County or any officer, official, employee, agent or principal of Ozaukee County, to Affiant's claim to hold legal title as private allodial land the claimed lands described as a subset of land Patents 1435 and 672 as guaranteed in Article I, Section 14, of the Wisconsin Constitution which states, in pertinent part, "All lands within the state are declared to be allodial, and feudal tenures are prohibited."

4) Affiant has not seen or been presented with any good cause or valid reason why any of the members of the Board of Supervisors of Ozaukee County or the officers or officials or employees or agents or undisclosed principal(s) have dishonored and trespassed upon Affiant's claims in and to the rights in the Land Patents as set forth in item 2 herein-above.

5) Affiant has not seen or been presented with any good cause or valid reason why any of the members of the Board of Supervisors of Ozaukee County or the officers or officials or employees or agents or undisclosed principal(s) have dishonored and trespassed upon Affiant's claims in and to allodial land as set forth in item number 3 herein-above.

6) On April 5, Ozaukee County Treasurer Karen L. Makoutz received from Affiant a negotiable Bill of Exchange in the amount of \$22,452.83 for full and complete discharge (redemption) of a Statement of Real Estate Taxes & Special Assessments Due with regard to "parcel number 04-034-09-001.00" (which allegedly "represents" Affiant's homestead and lands as described in document number 435131, vol. 683, page 211, in the office of the Register of Deeds of Ozaukee County).

7) The negotiable Bill of Exchange for \$22,452.83 (item number 6 above) was mailed via U.S. Mail, registered return receipt, from Saukville, Wisconsin by a notary public along with instructions and a stamped, self-addressed envelope for Karen L. Makoutz to mail a redemption receipt (WSA 75.521(5)) to Affiant.

8) On April 10, 2001, Karen L. Makoutz (hereinafter Makoutz) received via certified U.S. Mail from Affiant a negotiable Bill of Exchange in the amount of \$182.14 for full and complete discharge of a "STATEMENT" mailed to Affiant by Makoutz.

9) On April 12, 2001, Affiant visited the office of fiduciary Makoutz to determine why Makoutz had not mailed the required redemption receipt pursuant to WSA 75.521(5). Makoutz stated that she gave the tendered Bill of Exchange to Dennis E. Kenealy (hereinafter Kenealy) instead of taking it to the bank. Makoutz acknowledged Makoutz's breach of fiduciary by assent as set forth in the Confirmation Of Face-To-Face Conversation recorded in Deeds, document number 675637, pages 895 and 896.

10) Upon reason and belief, as of today's date, Kenealy retains possession of Affiant's Bill of Exchange (item #6 above). A copy of which is recorded in Deeds document number 675637, page 899.

11) On April 24, 2001, the refusal and dishonor by Makoutz of the Tender of Payment of \$22,452.83 (item #6 above) was protested by way of a Formal Certificate of Protest of Commercial Paper U.C.C. Sec. 3-505 by a notary public. The Protest is recorded in Deeds, document number 675637, page 898. Neither Affiant nor the protesting notary have ever received a response from Makoutz regarding either the tender of payment or the protest.

12) Affiant has not seen or been presented with any material fact or claim by anyone that the tender of payment of the Bill of Exchange in the amount of \$22,452.83 on April 5, 2001 (item #6 above) did not constitute discharge of the alleged liability pursuant to WSA 403.603.

13) Affiant believes that the actions and omissions of Makoutz and Kenealy constitute a violation of the laws of the State of Wisconsin, against the peace and dignity of the people of Ozaukee County, State of Wisconsin, including but not limited to breach of fiduciary (WSA 112), conversion of instrument (WSA 403.420), theft of negotiable security (WSA 943.20(1)(b)), misconduct in public office (WSA 946.12), conspiracy (WSA 939.31), and concealment (18USCA Sec 2071)

14) On April 23, 2001 Makoutz received Affiant's Certified Promissory Note in the amount of \$22,634.97 dated April 20, 2001, Tender of Payment, and Offer of Performance, copies of which are recorded in Deeds, document number 675781, for full and complete discharge of the liability that Makoutz alleged against "parcel number 04-034-09-001.00."

15) Upon reason and belief, Makoutz made a telephone call to Kenealy upon receipt of Affiant's Certified Promissory Note, and based upon Makoutz's prior statement to Affiant that Makoutz gives "everything" that Makoutz receives from Affiant to Kenealy (April 14, 2001 personal conversation), Makoutz transferred possession of said note (item #14 above) to Kenealy rather than honoring Affiant's tender of payment and presenting same.

16) Upon reason and belief, as of today's date, Kenealy retains possession of Affiant's Certified Promissory Note (item #14 above).

17) On April 26, 2001 the refusal and dishonor by Makoutz of the tender of payment of \$22,634.97 (item #14 above) was protested by way of a Formal Certificate of Protest of Commercial Paper U.C.C. Sec 3-505 by a notary public and recorded in Deeds, document number 675781, page 357. Neither Affiant nor the protesting notary have ever received a response from Makoutz regarding either the tender of payment or the protest.

18) Affiant has not seen or been presented with any material fact or claim by anyone that the tender of payment of the Certified Promissory Note in the amount of \$22,634.97 on April 23, 2001 (item #14 above) did not constitute discharge of the alleged liability pursuant to WSA 403.603.

19) On April 30, 2001 Makoutz was tendered payment in the amount of \$22,634.97 for the discharge of the alleged liability against "parcel number 04-034-09-001.00" in cash currency dollars, the dollar being the money of account of "this" state (the corporation - WSA 706.03(1)(b)) pursuant to WSA 138.01. Makoutz called Kenealy on the telephone. Kenealy appeared within minutes. Makoutz and Kenealy both refused the tender of payment, with the refusal and dishonor witnessed and recorded by five witnesses. Kenealy refused to answer when asked if the Clearfield Doctrine applied to the corporation called Ozaukee County.

20) Affiant has not seen or been presented with any material fact or claim by anyone that the tender of payment in cash currency dollars on April 30, 2001 did not constitute discharge of the alleged liability pursuant to WSA 403.603.

21) On April 30, 2001, the last day for "redemption; Affiant owed no taxes or had any liability with regard "parcel number 04-034-09-001.00" pursuant to: Wisconsin Constitution Article I, Section 14; WSA 403.603-604; HJR-192, UCC 10-104.

22) Notwithstanding the non-liability for "taxes and special assessments" regarding "parcel number 04-034-09-001.00" as set forth herein-above, and notwithstanding the adamant refusal of Makoutz to communicate with Affiant in the face of numerous requests to do so, and, notwithstanding the refusal of Makoutz to produce a claim upon which relief could be granted, and, notwithstanding the refusal of Makoutz or Kenealy to produce a "prior" contractual nexus that was being "foreclosed" (a FORECLOSURE necessitates a "prior" contract that is being CLOSED), Makoutz and Kenealy continued to move forward in furtherance of their scheme in Ozaukee County Case No. 01-CV-58-B3 to seize Affiant's property.

23) Makoutz failed or refused to provide Affiant a redemption Certificate as required by WSA 75.521(5).

24) Makoutz failed or refused to provide the Ozaukee County clerk of court a certified copy of a redemption certificate as required by WSA 75.521(5).

25) Since Makoutz refused to provide Affiant and the clerk of court a redemption certificate as required by law, Affiant prepared a verified Answer and Claim as required by WSA 75.521(7), setting forth with particularity objections to the proceedings on both of the following grounds:

1) That the lands were not liable to taxation (WSA 75.521(7)(1), and, 2) That the tax was in fact paid before the last day of redemption (WSA 75.521(7)(2)).

26) Both objections in the Answer and Claim as set forth in item #25 above constitute complete defenses pursuant to WSA 75.521(10).

27) Affiant was denied due process of law and a trial (as required by WSA 75.521(10) which states in pertinent part "If a duly verified answer . . .the court shall hear . . .upon such trial . . .) by the actions of Makoutz, Kenealy, and Jeffrey S. Schmidt, as set forth herein-below.

28) On May 31, 2001, Affiant's Answer and Claim to Ozaukee County Case No. 01-CV-58-B3 was received by Makoutz via U.S. mail certified return receipt, as recorded in Deeds document number 687553.

29) Upon reason and belief, Makoutz called Kenealy by telephone on May 31, 2001 and told Kenealy that Makoutz had received Affiant's Answer and Claim.

30) Makoutz subsequently admitted transferring Affiant's Answer and Claim to Kenealy, as recorded in Deeds document number 698440.

31) Kenealy subsequently admitted concealing Affiant's Answer and Claim which Kenealy received from Makoutz, as recorded in Deeds document number 708567.

32) On May 31, 2001, Affiant's Answer and Claim to Ozaukee County Case No. 01-V-58-B3, with approximately 135 pages of documents in support, was received by Jeffrey S. Schmidt, Clerk of Court, via U.S. mail, registered return receipt, as recorded in Deeds, document number 687553.

33) Affiant's Answer and Claim received by Jeffrey S. Schmidt (hereinafter Schmidt) were time and date stamped 9:41 AM, May 31, 2001. The envelope was time and date stamped as well as the various stapled documents therein, presumably by a deputy clerk.

34) Upon reason and belief, Schmidt called Kenealy by telephone on May 31, 2001 and told Kenealy that Schmidt had received Affiant's Answer and Claim.

35) Contrary to WSA 59.40(2)(a) which requires the clerk of court to file and keep all papers properly filed with him, and in apparent breach of his fiduciary duty, Schmidt transferred Affiant's Answer and Claim to Kenealy, who is Ozaukee County Corporation Counsel and Affiant's opponent's attorney.

36) Contrary to WSA 59.40(2)(b) which requires the clerk of court to "keep a record . . the date of filing every paper therein," and in apparent breach of his fiduciary duty. Schmidt did not record the receipt of Affiant's Answer and Claim in the court record or "docket" sheet, although in fact it had been received May 31, 2001.

37) A Certified Copy of the court record or "docket" sheet evidences that Affiant's Answer and Claim received on May 31, 2001, were NOT RECORDED BY Schmidt as having been received, contrary to WSA 59.40(2)(b).

38) On December 12, 2001, Affiant, Chieko Magritz, and two witnesses went to the office of the Ozaukee County clerk of court at 1201 S. Spring Street, Port Washington, to inspect the case file of Case No. 01-CV-58-B3, and discovered that Affiant's Answer and Claim were not in the file, nor was their receipt on May 31, 2001 recorded in the court record or "docket" sheet.

39) On December 12, 2001, when Affiant confronted Schmidt with a copy of the U.S. mail registered return receipt showing that Affiant's Answer and Claim had been received on May 31, 2001, but was not in the file, nor had it been recorded as received, Schmidt hastily reached down, grabbed a telephone, called Kenealy, and stated, "Dennis, Steve Magritz is here looking for the Answer to the Summons and Complaint on the foreclosure. Would you look for it in your office?"

40) The admissions by Schmidt that Schmidt transferred Affiant's Answer and Claim to Kenealy and did not record their receipt in the court record, as well as the affidavits of the two witnesses that accompanied Affiant on December 12, 2001, are recorded in Deeds document numbers 698440 and 698699.

41) The documents that Schmidt transferred to Kenealy "mysteriously" appeared in the court file following the December 12, 2001 confrontation with Schmidt.

42) Kenealy subsequently admitted removing the public documents (Affiant's Answer and Claim) from the office of the clerk of court and concealing them, as recorded in Deeds at document number 708567.

43) Kenealy also admitted removing Affiant's Answer and Claim while under oath and giving testimony at a Preliminary Hearing on May 30, 2002, Dane County Case No. 02-CF-1170, pages 80-81 of the transcript.

44) Kenealy also admitted removing Affiant's Answer and Claim from the clerk of court file in an interview with Los Angeles radio host Gene Forte, who has recorded the admission digitally and reported it to Gustav Wirth, Jr., Chairman of the Ozaukee County Board of Supervisors, Sandy Williams, the Ozaukee County District Attorney, and Beth A. Hodorowski, Coordinator of the Victim Witness Assistance Program for Ozaukee County.

45) Following the removal and concealment of Affiant's Answer and Claim from the court files, and the concealment of Affiant's Answer and Claim received by Makoutz, Kenealy drafted a Default Judgment against Affiant that stated that NO ANSWER WAS RECEIVED BY KAREN L. MAKOUTZ.

46) Kenealy presented the false Default Judgment to the Honorable Joseph D. McCormack (hereinafter McCormack), who signed it on August 9, 2001, thereby granting a fraudulently

obtained judgment to Ozaukee County, which is a void judgment, in that fraud vitiates everything (Wis. 1955, GUZZO v GUZZO, 68N.W.2d 559, 269 Wis. 21).

47) During the month of April, 2001 Affiant received via U.S. mail a letter from Kenealy in furtherance of Kenealy's scheme of unlawfully seizing Affiant's private property by obtaining a fraudulent and void judgment.

48) During the month of July, 2001, Affiant received via U.S. mail a letter from Kenealy in furtherance of Kenealy's scheme of unlawfully seizing Affiant's private property, in which Kenealy stated that Kenealy had advised the Register of Deeds to NOT file Affiant's correction statement of Real Estate Transfer Tax Return, Form PE-500. Kenealy returned the Form PE-500 to Affiant with the aforesaid letter.

49) The correction statement Form PE-500 (item #48 above) had been mailed to Ronald A. Voigt (hereinafter Voigt), Register of Deeds, via U.S. mail certified return receipt by a notary public on July 23, 2001 along with a request that Voigt expeditiously process said form in order to correct the public record. The public record was in error since September 14, 1990 due to a mistake in filling out the original form by Affiant.

50) The imposition of Kenealy's will upon Voigt to procure an elected public officer (Voigt) to NOT do his (Voigt's) duty as required by Wisconsin Statutes is believed by Affiant to be a deliberate and intentional falsification of the public record for the purpose of causing an injury to Affiant by denying Affiant the ability to correct the public record (see admissions by Kenealy in Deeds, document number 708567).

51) The correction statement (item #48) that Kenealy procured Voigt to NOT file can be viewed as an amendment to document number 01881263 filed at the Wisconsin Dept. of Financial Institutions.

52) On May 30, 2003, Kenealy testified under oath at the Preliminary Hearing in Dane County Case No. 02-CF-1170. Regarding the PE-500 correction statement (item #48), Affiant asked Kenealy, "Is the reason that you refused to file it because it states on there explicitly that my private land is not hypothecated to the bankrupt corporate United States?" Kenealy responded, "That may be one of the reasons." See transcript of proceedings, page 78.

53) Kenealy's response in item #52 above is revealing in that Kenealy acknowledges the following: 1) Affiant's land is private, not public; 2) Affiant's private land is not hypothecated (pledged) to the public; 3) That the United States is a public corporation (defined in title 28 United States Code section 3002 (15)(A); and, 4) That the public corporation called United States has been declared to be bankrupt (see United States Congressional Record, March 17th, 1993 vol. 33, page H-1303).

54) Affiant believes that the refusal to correct the public record (item #48 through 53 above) when requested to do so by an interested party constitutes falsification of public records and breach of fiduciary. See duty to record (WSA 59.43(1)(c)); no duty to question (WSA 77.22(1));

among others.

55) On or about September 12, 2001, Kenealy mailed via U.S. mail to Affiant a Summons and Complaint in furtherance of his unlawful scheme to seize Affiant's property. Kenealy's Summons and Complaint was based on the fraudulently obtained void judgment signed by McCormack on August 9, 2001.

56) Affiant believes that Kenealy's actions as set forth in item #55 above constitute intimidation of a witness of criminal activity (WSA 940.43) and intimidation of a victim of criminal activity (WSA 940.45).

57) On September 24, 2001, Affiant had a 155 page Claim with supporting documents served on the Ozaukee County Board of Supervisors (hereinafter Board) pursuant to WSA 59.07 and WSA 893.80. See Deeds documents numbers 688709 and 692784.

58) Affiant's Claim upon the Board (item #57) was served on Ozaukee County Clerk Harold Dobberpuhl at 2:35 P.M. by Ozaukee County Deputy Sheriff G.L. Speth. See Deeds document number 688709 page 325.

59) Affiant's Claim upon the Board included elements of Affiant's Answer and Claim in Ozaukee County Case Number 01-CV-58-B3 with additional items regarding Kenealy's actions. Affiant requested the Board produce a claim of title superior to Affiant's or else declare VOID the tax certificate issued against Affiant's private land. See Deeds document number 688709, pages 321 through 326.

60) The Board never heard Affiant's Claim (item #57) notwithstanding the \$600,000 to \$700,000 value involved.

61) Upon reason and belief, County Clerk Harold Dobberpuhl breached Dobberpuhl's fiduciary duty by NOT presenting Affiant's Claim to the Board.

62) Upon reason and belief, Harold Dobberpuhl transferred Affiant's Claim to Kenealy subsequent to a telephone call from Dobberpuhl to Kenealy.

63) Upon reason and belief, Kenealy concealed Affiant's Claim (item #57) from the Board in furtherance of Kenealy's scheme to fraudulently seize Affiant's property.

64) Notwithstanding the concealment of Affiant's Claim (item #57) from the Board by Kenealy, each and every member of the Board of Supervisors of Ozaukee County, Wisconsin was provided numerous written notices of Affiant's Claim via U.S. mail, evidenced by Proof of Service and documented by Certificates of Mailing by the United States Postal service.

65) All of the notices to the individual members of the Board are extensively documented in Deeds, see item #1 above.

66) Affiant believes that each and every member of the Board has egregiously neglected his/her duty and failed to supervise and correct the actions of his/her employee, Kenealy.

67) Beginning on or about September 13, 2001, the Ozaukee Press published numerous false, defamatory, inflammatory articles denigrating the character and reputation of Affiant, using words such as militia, posse comitatus, and anti-government.

68) Upon information, reason and belief, the false, defamatory, inflammatory allegations and insinuations printed in the Ozaukee Press were the result of numerous telephone conversations by Kenealy with employees of the Ozaukee Press, particularly William F. Schanen IV. See WSA 942.01 Defamation, WSA 942.03 Giving false information for publication, and WSA 134.01 Injury to business, reputation or calling.

69) Affiant believes that the purposes of Kenealy's slanderous statements and the resulting libel include, but are not limited to, destroying Affiant's standing and reputation in the community, galvanizing public sentiment against Affiant, destroying Affiant's credibility, setting up Affiant for a S.W.A.T. attack in which Affiant might suffer great bodily harm or be killed, all of which would futher Kenealy's fraudulent scheme to seize Affiant's property and cover-up Kenealy's actions.

70) Witnesses to items numbered 67, 68, and 69 above include, but are not limited to, William F. Schanen III and William F. Schanen IV.

71) Affiant has never been a member of a militia group nor has Affiant ever attended a militia meeting.

72) Affiant has never been a member of a Posse Comitatus group nor has Affiant ever attended a Posse Comitatus meeting.

73) Affiant has never been a member of an anti-government group nor has Affiant ever attended an anti-government meeting.

74) On or about October 5, 2001, Kenealy mailed Affiant via U.S. mail a letter dated October 5, 2001 in furtherance of Kenealy's fraudulent scheme to seize Affiant's property, as recorded in Deeds document number 690081, page 277.

75) In October, 2001, Kenealy, based on Kenealy's fraudulently obtained void judgment in Ozaukee County Case No. 01-CV-58-B3, enlisted the assistance of Maurice A. Straub in removing by force of arms both Affiant and Chieko Magritz from their residence in Fredonia township, Ozaukee County, Wisconsin state against their will.

76) On October 24, 2001, Maurice A. Straub and dozens of his heavily armed men, some with assault rifles ("machine guns"), and nine of whom wore full military camo and concealed their identities with black face masks, took and carried away Affiant and Chieko Magritz by force from their residence in furtherance of Kenealy's fraudulent scheme to seize Affiant's property.

77) Black's Law Dictionary, 6th edition, defines kidnapping, in pertinent part, as follows: ". . . the unlawful taking and carrying away of a human by force or fraud or threats or intimidation and against his will . . ." "A person is guilty of kidnapping if he unlawfully removes another from his residence . . . b) to facilitate commission of any felony . . ."

78) Following the forcible removal of Affiant and Chieko Magritz from their residence by Maurice A. Straub (hereinafter Straub) and his men, Straub falsely imprisoned Affiant and Chieko Magritz in Straub's jail located at 1201 S. Spring Street, Port Washington, Wisconsin.

79) Straub falsely imprisoned Affiant and Chieko Magritz on October 24, 2001, without probable cause that a crime had been committed, and, without a warrant. Within approximately two and one-half hours both Affiant and Chieko Magritz were hastily released by Straub and were never charged with a crime.

80) Affiant believes that the actions of Straub as set forth herein-above are in violation of WSA 940.30 False imprisonment and/or WSA 940.31 Kidnapping. Affiant believes that the penalty at WSA 939.641 with regard Concealing identity is applicable.

81) Affiant has previously filed an Affidavit of Probable Cause By a Victim and Witness of Crime with Ozaukee County District Attorney Sandy Williams.

82) Affiant has previously noticed every member of the Board, Straub, the Port Washington chief of police, and others of Kenealy's activities, but has been "stonewalled" by virtually everyone in public office.

83) Affiant believes that Kenealy's activities constitute egregious racketeering against the peace and dignity of the people of Ozaukee County and the State of Wisconsin, as evidenced by numerous documented predicate acts.

84) Affiant was traumatized by the terrorist actions of Straub and his armed men. One of the men shoved the barrel of an M-16 assault rifle in Affiant's face from a distance of about one foot. Another masked man threw Affiant on the floor and handcuffed Affiant.

85) In April, 2002, Kenealy, without any facts in evidence appearing in either the case file or on the docket sheet that Kenealy had standing, filed for an injunction against Affiant prohibiting Affiant from petitioning for Redress of Grievance and prohibiting Affiant from filing documents with the Register of Deeds where Affiant had previously documented Kenealy's actions against Affiant.

86) Affiant believes that Kenealy's filing for an injunction as set forth in item #85 above constitutes retaliation against a victim and witness of Kenealy's criminal activity.

87) Affiant specifically incorporates herein by reference Deeds document number 701453, pages 412 through 427, with particular emphasis on those numerous instances when Affiant contacted individual members of the Board.

88) Absolutely none of the Board members ever responded to Affiant, thereby apparently evidencing complicity with Kenealy, or at the very least, egregious neglect of duty and failure to correct wrongs when brought to their attention.

89) Kenealy's apparent duplicity is not justification or excuse for the actions or inactions or failure of any Board member to supervise an employee (Kenealy), as every member

has sworn his/her own oath, furthermore, ignorance of the law is no excuse. ("All persons are presumed to know the law. . ." Sumner v. Beeler).

90) Affiant believes that the actions and omissions of the above named persons and those members of the Board identified within the documents incorporated herein pursuant to item #1 above, constitute a violation of the laws of Wisconsin, against the peace and dignity of the People of Ozaukee County, State of Wisconsin as mentioned above, by knowingly committing all of said crimes or consenting thereto or assenting thereto or "stonewalling" or covering-up.

Further Affiant saith naught.

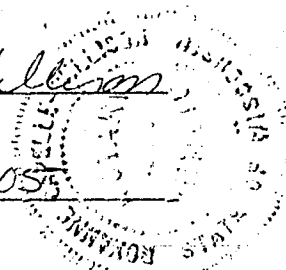
[Redacted Signature]
Steven Alan Magritz

May 28, A.D. 2003
date

I, a notary public for _____ County, State of Wisconsin, certify that the foregoing was signed in my presence by Steven Alan Magritz being apprised of the penalties of perjury on this 28th day of May, A.D. 2003

Stephanne Caselle-Williams
Notary Public

My Commission expires: 6-26-05



State of Wisconsin _____
County of 4
I certify that this is a true and correct copy of a document
in the possession of original
Dated: 7/14/03
Seal: _____
Notary Signature _____
My commission expires 2/15/2004

