

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF VERMONT

George Feller and Willow Feller  
Plaintiffs

U.S. DISTRICT COURT  
DISTRICT OF VERMONT  
FILED  
5:16-cv-01  
2016 MAR -7 AM 10:09  
C.A. No.: 16-  
CLERK  
BY EJR  
DEPUTY CLERK

VS.

NARRAGANSETT INDIAN TRIBAL HISTORIC PRESERVATION OFFICE  
Defendants

**NOTICE OF REMOVAL**

Defendant, Narragansett Indian Tribal Historic Preservation Office, (“Defendant”) removes this case to the United States District Court for the District of Vermont under 28 U.S.C. §§1441, 1446, and Federal Rules of Civil Procedure, Rule 81(c).

**STATEMENT OF FACTS**

1. The case pending in the Superior Court for the State of Vermont which was filed by the plaintiff on or about January 15, 2016 ( Civil Division Docket No. 85-2-16 Rdev).
2. On or about February 24 2016, Defendant, Narragansett Indian Tribal Historic Preservation Office received information about the summons and complaint in the above described State Court action.
3. Pursuant to 28 U.S.C. §1446(a), Defendants attach as Exhibit A a copy of the summons and complaint was left at one of the office addresses of the Defendant, Narragansett Indian Tribal Historic Preservation Office.
4. The Narragansett Indian Tribal Historic Preservation Office, hereinafter NITHPO, is a Tribal Historic Preservation Office and acknowledged as such under National Historic Preservation Act of 1966 as amended 1992, Public Law 102-575, 54 USC 300101 et seq formerly codified at 16 USC 470 et seq; and 36 CFR Part 800. As the attached summons and complaint demonstrate, the

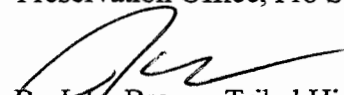
State Court action is a civil action within the original federal jurisdiction of the Federal District Courts under 28 U.S.C. §1331, where there is a federal question arising out of a dispute from a private party against a federally recognized tribe, tribal governmental entity or agent, and under federal common law regarding the jurisdiction of Indian Tribal court.

5. This action is removable to Federal Court without regard to the citizenship of the parties under 28 U.S.C. §1441(a) and (c) (allowing removal of an entire civil action which includes claims arising out of the constitution, laws, and treaties of the United States and state law claims within the original or supplemental jurisdiction of the District Court).

6. Pursuant to 28 U.S.C. §1446(b), Defendants are removing this action to this Court within thirty (30) days after receiving notice of its filing in State Court.

7. Defendant will promptly notify the Plaintiff, and the Clerk of the Superior Court for the State of Vermont, Rutland Unit, of the filing of this Notice of Removal pursuant to 28 U.S.C. §1446(d).

Defendant,  
Narragansett Indian Tribal Historic  
Preservation Office, Pro Se

  
By John Brown, Tribal Historic Preservation  
Officer

Narragansett Indian Tribal Historic  
Preservation Office  
4425 South County Trail, Charlestown,  
Rhode Island 02813  
401-491-9459  
tashtesook@aol.com  
401-585-0142

STATE OF VERMONT

SUPERIOR COURT  
RUTLAND UNIT

CIVIL DIVISION  
DOCKET NO.

GEORGE FELLER and )  
WILLOW FELLER, )  
) )  
Plaintiffs, )  
) )  
v. )  
) )  
NARRAGANSETT INDIAN TRIBAL )  
HISTORIC PRESERVATION OFFICE, )  
and Occupants, )  
) )  
Defendants. )

COMPLAINT

**NOTICE TO DEFENDANTS: YOU MUST ENTER YOUR APPEARANCE IN ORDER TO RECEIVE NOTICE OF THE FORECLOSURE JUDGMENT WHICH WILL SET FORTH THE AMOUNT OF MONEY THAT YOU MUST DEPOSIT TO REDEEM THE PREMISES IN THE PERIOD OF TIME ALLOWED TO DEPOSIT THIS AMOUNT.**

**NOTICE TO OCCUPANTS: THE PROPERTY IN WHICH YOU LIVE IS BEING FORECLOSED UPON. YOU ARE NAMED AS A DEFENDANT IN THE FORECLOSURE BECAUSE YOUR RIGHT TO REMAIN ON THE PREMISES MAY END WHEN THE FORECLOSURE IS COMPLETED. YOU MUST NOTIFY THE COURT OF YOUR NAME AND ADDRESS IN ORDER TO BE KEPT INFORMED OF THE STATUS OF THIS FORECLOSURE.**

1. Plaintiffs, George Feller and Willow Feller, husband and wife, and individuals of Conway, South Carolina 29526.
2. The Defendant Narragansett Indian Tribal Historic Preservation Office (hereinafter referred to as "Mortgagor") has a place of business located at 4375-B, South County Trail, Charlestown, Rhode Island, 02813. Additionally, and upon information and belief, the Defendant's Duly Authorized Agent, John Brown, has a principal location address of 215 Fenner Hill Road, Hope Valley, Rhode Island 02832.

LAW OFFICE  
OF  
FREDERICK M. GLOVER, PLLC  
57 POND STREET, SUITE 6  
LUDLOW, VERMONT 05149

**COUNT I  
FORCLOSURE OF REAL PROPERTY**

3. By *Warranty Deed* dated December 21, 2011 and recorded in the Town of Wallingford Land Records at Book 95, Pages 340-341 on December 28, 2011, George Feller and Willow Monica Feller conveyed to the Defendant-Mortgagor certain lands and premises located in the Town of Wallingford, County of Rutland and State of Vermont (hereinafter referred to as the "Mortgaged Premises").

4. On December 21, 2011, the Defendant-Mortgagor executed a *Commercial Promissory Note* payable to the order of Kittredge Mortgage Corporation in the principal amount of \$30,000.00, earning interest at the rate of 5% per annum. (A copy of the *Commercial Promissory Note* is attached hereto and made a part hereof as Exhibit #1.)

5. The *Commercial Promissory Note* is secured by a *Mortgage* on the lands and premises that were conveyed to Defendant-Mortgagor by the Plaintiffs. The *Mortgage* is dated December 21, 2011 and was given to Kittredge Mortgage Corporation, its successors and assigns. Said *Mortgage* was recorded in the Town of Wallingford Land Records at Book 95, Pages 342-345 on December 28, 2011. The *Mortgage* secures the Defendant-Mortgagor's obligations under the *Commercial Promissory Note* referred to in the preceding Paragraph. (A copy of the *Mortgage* is attached hereto and made a part hereof as Exhibit #2.)

6. Plaintiffs are the holders of the *Commercial Promissory Note* by virtue of an endorsement executed upon Page 2 of the *Note* itself by Donna L. Bushee, Duly Authorized Agent of Kittredge Mortgage Corporation, paying said *Note* to the order of George Feller and Willow Feller. (The endorsement is set forth on Exhibit #1.) The *Mortgage* was assigned from Kittredge Mortgage Corporation to George Feller and Willow Feller by *Assignment of Mortgage* dated December 21, 2011 and recorded in Book 95, Page 345 of the Town of Wallingford Land Records on December 28, 2011. (A copy of the *Assignment of Mortgage* is attached hereto and made a part hereof as Exhibit #3.) Copies of the *Commercial Promissory Note*, *Mortgage* and *Assignment of Mortgage* are attached hereto and made a part of this *Complaint* by reference. The original of the *Commercial Promissory Note* or proof of ownership thereof is in the possession or control of the Plaintiffs and the Plaintiffs are otherwise entitled to enforce the *Note* pursuant to the provisions of the Uniform Commercial Code.

7. Pursuant to 12 V.S.A §4933(a), Plaintiffs have filed a Notice of Foreclosure with the Vermont Department of Financial Regulation specifying the name and last known mailing address for the Defendant-Mortgagor of P.O. Box 268, Charlestown, Rhode Island, 02813, the address of the mortgaged premises, the name of the current mortgage holder, Plaintiffs,

as well as an address and telephone number for work-out negotiations with Plaintiffs, the name of the original mortgagee other than Plaintiffs, and the name and address of the servicer, if applicable is attached hereto and made a part hereof as Exhibit #4.

8. The real property which is the subject of this Complaint is described in a certain Warranty Deed of the Plaintiffs to the Defendant dated December 21, 2011 and further described therein as follows:

Being all and the same lands and premises conveyed to the Grantors herein under the warranty deed of Jeffrey L. Anderson and Cynthia A. Anderson, dated May 29, 2007 and recorded in the Town of Wallingford Land Records at Book 86, Pages 479-480 on June 6, 2007.

Being all and the same lands and premises conveyed to Jeffrey L. Anderson and Cynthia A. Anderson, husband and wife, by warranty deed of John W. Dingee and Catherine T. Dingee dated May 30, 2001, and recorded in Book 182 Page 71 of the land records of the Town of Wallingford Vermont. Reference is hereby made to Schedule A, attached hereto and made a part hereof, for a more particular description.

Being a part and parcel of the lands and premises conveyed to Jack M. Schippers and Ruth L. Schippers, husband and wife, by deed of James M. Jeffords, which deed is dated September 20, 1966 and is recorded in the Town of Wallingford Land Records in Book 22 at page 297, to which deed reference is made, and being that part and parcel described as follows:

Beginning at a point in the easterly line of Town Highway #38, said point being the south west corner of lot #5 and the northwest corner of lands now or formerly of Peck; THENCE south 72 degrees 19 minutes east along the north line of Peck and Chapin a distance of 809 feet to an iron pipe being the south east corner of lot #5 and the south west corner of lot #6; THENCE north 16 degrees 57 minutes east of a distance of 697.8 feet along the westerly line of lot #6 to a point on the southerly line of a 50-foot right-of-way, said point being the north east corner of lot #5 and the north west corner of lot #6; THENCE north 78 degrees 37 minutes west a distance of 402 feet along the southerly line of the said right-of-way to a point; THENCE continuing along the southerly line of said right-of-way north 61 degrees 09 minutes west a distance of 178.8 feet to a point in the east line of Town Highway #38; THENCE south 22 degrees 04 minutes west along the east line of Town Highway #38 a distance of 72.6 feet to a point; THENCE continuing along the east line of said highway south 39 degrees 02 minutes west a distance of 463.5 feet to a point; THENCE south 32 degrees 25 minutes west along the east line of said highway a distance of 98.1 feet; THENCE continuing along the east line of said highway south 24 degrees 41 minutes west a distance of 92.2 feet to the

point and place of beginning. Said lot #5 contains 10.8 acres, more or less.

Meaning to convey lot #5 as shown on Landmark Surveying Co. Plat dated December 14, 1979.

Reserving to grantors, their heirs and assigns the right to use and draw water from a certain existing well, in common with grantees, which well is the northerly of two wells located on lands conveyed to the grantees herein; together with an easement to take water from said well and to convey such water by means of a pipe by the shortest reasonable distance to other land of grantors, known as lot #4 on a plan of lots which said lot fronts on Town Road 38, and reserving with said easement the right of ingress and egress on, in, over and across the strip of land ten (10) feet in width; the center line of which said strip of land beginning at said well and extending in a northerly direction to the above said lot #4 of grantors, provided that grantors, their heirs and assigns shall restore to its original appearance any lands of grantees which are excavated or altered for purposes of installation or repair of said well or pipeline.

The property conveyed herein is subject to the Protective Covenants which are recited in a deed from Jack M. Schippers and Ruth L. Schippers to Douglas Patterson, which deed is dated December 9, 1977 and is recorded in the Town of Wallingford Land Records in Book 39 at page 362 to which deed and the recitation of covenants therein contained reference is made for a more particular description.

9. The *Commercial Promissory Note* and the *Mortgage* provide that Plaintiffs have the right to recover from the Defendant-Mortgagor, in the event of default, costs and expenses of enforcement, including reasonable attorney's fees.
10. The *Mortgage* provides that Plaintiffs may make payments to protect the mortgaged premises, including but not limited to delinquent taxes and insurance premiums and may recover the same from Defendant.
11. Defendant-Mortgagor has failed to make the payments called for under the *Note* and *Mortgage*.
12. The *Note* and *Mortgage* are conditioned upon the Defendant paying the amount by making regular monthly payments pursuant to the terms and conditions therein. Defendant-Mortgagor has failed to make regularly scheduled payments as required under the *Note* and *Mortgage* and it is in arrears on its payments.
13. Defendant has further breached the terms of the *Mortgage* by failing to make timely payments of real property taxes as required under the terms of said *Mortgage*. As of

December 2, 2015 there were unpaid real estate taxes for the 2014-2015 tax year in the amount of \$1,342.68, including penalties and interest.

**COUNT II  
PROMISSORY NOTE**

14. Plaintiffs re-allege and incorporate herein Paragraphs 1 through 13 above. On December 21, 2011, the Defendant executed the *Note* in the principal amount of \$30,000.00 payable to the order of Kittredge Mortgage Corporation, which *Note* is now presently held by the Plaintiffs.
15. Defendant-Mortgagor has defaulted on its obligations under the *Note*.

**COUNT III  
JUDICIAL SALE and DEFICIENCY JUDGMENT**

16. Plaintiffs re-allege and incorporate herein Paragraphs 1-15 above.
17. The amounts due and owing to the Plaintiffs by the Defendant may exceed the value of the Mortgaged Premises. Thus, a deficiency may be owed to the Plaintiffs. Should the subject property be sold, pursuant to judicial sale, Plaintiffs shall be entitled to seek a deficiency judgment, jointly and severally, as provided for in V.R.C.P. 80.1(j)(2), if after sale of the subject property the proceeds are insufficient to pay the full amount of the indebtedness due Plaintiffs. Said public sale of real property shall be "as is", "where is" with any buyer taking all defects, patent and latent, encumbrances and risks associated with or connected to the real property.

**COUNT IV  
STRICT FORECLOSURE**

18. Plaintiffs restate and allege and incorporate herein Paragraphs 1-17 above.
29. In the event Defendant does not request foreclosure by judicial sale and upon Plaintiffs' request and finding consistent with 12 V.S.A. § 4941, the subject property may be foreclosed upon by strict foreclosure.

**WHEREFORE**, Plaintiffs pray that this Honorable Court:

- a. Take jurisdiction in this matter;


- b. Determine the priorities of the parties' claims and the interest in the Mortgaged Premises;
- c. Order Defendant to pay to the Clerk of the Court all amounts due or that shall become due on the *Note* and *Mortgage*, with interest thereon together with reasonable attorney's fees and costs, which may exceed two percent (2%) expenses and costs.
- d. Upon the Defendant and all persons claiming by and under it, failing to redeem the real property, grant Plaintiffs a Writ of Possession for the real property as to all parties named herein.
- e. Upon the Defendant and all persons claiming by and from and under it, failing to pay the amounts due and redeem the real property, order that the Defendant and all person claiming by and from and under the Defendant, shall be forever foreclosed of all equity of redemption in the real property.
- f. Award Plaintiffs their cost of maintaining the value of the Mortgaged Premises during the pendency of this action including, but not limited to the payment of municipal charges, taxes and insurance payments which now may be due or become due and owing during the pendency hereof.
- g. Award Deficiency Judgment against Defendant for any amounts due and owing under the *Note* after disposition of Mortgaged Premises and application of the proceeds from that disposition to the debt of the Defendant, if applicable by law.
- h. That Judgment be entered allowing the Plaintiffs or their agents to enter upon the mortgaged property to attend to their interest and inspect the property.
- i. That the redemption period be set at no more than 30 days as provided for in 12 V.S.A. § 4946(c) since the mortgaged property is other than farmland or a dwelling house that is occupied by the owner as their principal residence.
- j. Grant such other relief as is equitable and just.



DATED at Ludlow, County of Windsor, State of Vermont this 15<sup>th</sup> day of January, 2016.

GEORGE FELLER AND WILLOW FELLER,  
Plaintiffs

By: \_\_\_\_\_

  
Frederick M. Glover, Esq.  
Law Office of Frederick M. Glover, PLLC  
57 Pond Street, Suite 6  
Ludlow, Vermont 05149  
Phone: 802-975-0069  
Fax: 802-975-0067  
fred@fgloverlaw.comcastbiz.net  
Attorney for Plaintiffs,  
George and Willow Feller

JS 44 (Rev. 11/15)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**  
 George Fellet willow feller, et al  
 Plaintiffs

**(b) County of Residence of First Listed Plaintiff**  
 (EXCEPT IN U.S. PLAINTIFF CASES)

**(c) Attorneys (Firm Name, Address, and Telephone Number)**  
 Frederick W Glover  
 57 Pond Street Wethers VT 05149

**DEFENDANTS** Narragansett Indian Tribal  
 Historic Preservation of FICE

County of Residence of First Listed Defendant  
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)  
 Pro se  
 John Brown Tribal Historic Preservation of FICE

**II. BASIS OF JURISDICTION (Place an "X" in One Box Only)**

1 U.S. Government Plaintiff  
 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant  
 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)**  
 (For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT (Place an "X" in One Box Only)**

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7600	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	IMMIGRATION		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input checked="" type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 890 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 891 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 892 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 893 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 894 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 895 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 896 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 897 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 898 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision	

**V. ORIGIN (Place an "X" in One Box Only)**

1 Original Proceeding  
 2 Removed from State Court  
 3 Remanded from Appellate Court  
 4 Reinstated or Reopened  
 5 Transferred from Another District (specify)  
 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
 28 USC 1331, 28 USC 1441, 1446 54 USC 300101 et seq

Brief description of cause:  
 This action is in reference to how much federal money paid for sci 0 had

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ \_\_\_\_\_

CHECK YES only if demanded in complaint:  
 JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S) IF ANY** (See instructions):

JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE OF ATTORNEY OF RECORD \_\_\_\_\_

**FOR OFFICE USE ONLY**

RECEIPT # 4103 AMOUNT \$400.00 APPLYING IFP \_\_\_\_\_ JUDGE GUE 1013 MAG. JUDGE \_\_\_\_\_

5:16-cv-61-gwc

