

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

13

DUSTIN LEE MACLEOD,
Plaintiff,
v
WILLIAM MORITZ, *et al.*,
Defendants.

No. 5:18-cv-11653-JEL-MKM
HON. JUDITH E. LEVY
MAG. MONA K. MAJZOUN

Dustin Lee Macleod, Prisoner #956261
Plaintiff in Pro Per
Parnell Correctional Facility
1780 East Parnell Street
Jackson, MI 49201

F I L E D
OCT 19 2018
CLERK'S OFFICE
DETROIT

Nathan A. Gambill (P75506)
Assistant Attorney General
Environment, Natural Resources, and Agriculture Division
Attorney for Defendants
P.O. Box 30755
Lansing, MI 48909
(517) 373-7540
gambilln@michigan.gov

PLAINTIFF'S MOTION FOR SUMMARY JUDGEMENT

Introduction

It must be noted that this case is a civil rights Complaint filed against individual defendants, focusing on those actions committed by the Defendants as detailed in § 43 (both a. & b.) of the Complaint; the State of Michigan was deliberately not listed as a Defendant for the simple reason that the State signed the 2007 Inland Consent Decree (Decree) wherein it agreed to “fairly, fully, freely, equitably, and conclusively resolve” claims by the Tribes and the US Government (making the US

Government a “Party” to this suit in partnership with the Plaintiff) that the State, specifically, employees of its Department of Natural Resources, had violated the “usual privilege of occupancy” 1836 Treaty of Washington Article XIII rights of American Indians throughout that Ceded Territory prior to 2007. The Defendants are all either DNR officers or DNR employees as detailed in Section II of the Decree. It must also be noted that § 43(a) alleges that the Defendants destroyed portions of the Sacred Structures that were located on private land belonging to the Plaintiff.

Summary Motion (1)

Plaintiff is entitled to seek a Motion for Summary Disposition given that there is no dispute of the fact “Defendants' Motion to Dismiss” clearly violates Rule 12(f) in that the State of Michigan has failed to provide a “sufficient” defense against any of the charges detailed in § 43 (both a. & b.) of the Complaint; actually, addressing the need for “sufficiency,” the State fails to provide any defense against the charges detailed in § 43(a) of the Complaint.

Consequently, Plaintiff is entitled to Summary Disposition as a matter of law under Rule 56(a), and the Plaintiff Moves that the Court Strike the “Defendants' Motion to Dismiss” in its entirety.

Summary Motion (2)

Plaintiff is entitled to seek a Motion for Summary Disposition given that there is no dispute of the fact that the “Defendants' Motion to Dismiss” clearly violates Rule 12(f) given that none of the spurious “claims” in the State's Motion to Dismiss address the civil rights violations as detailed in § 43 (both a. & b.) of the Complaint; therefore any such “claims” are quite clearly “immaterial.”

Consequently, Plaintiff is entitled to Summary Disposition as a matter of law under Rule 56(a), and the Plaintiff Moves that the Court Strike the “Defendants' Motion to Dismiss” in its entirety.

Introduction to the following Motions

The US Constitution states the following: “This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State

shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary

notwithstanding” (Article VI, Clause 2)

Furthermore, the 2007 Inland Consent Decree states the following: “II. PARTIES BOUND This Decree shall apply to and be binding upon the Parties, their officers, employees, agencies, subdivisions, successors, and assigns and shall remain binding notwithstanding any future rulings or determinations in any jurisdiction that may be inconsistent with the provisions of this Decree.” The Decree also states the following: “1.2 This [federal] Court also has personal jurisdiction over the Parties. The Parties waive all objections and defenses that they may have with respect to the personal jurisdiction of the Court or to venue in this District for purposes of the entry, interpretation, modification or enforcement of this Decree.”

Combining the two (the US Constitution and the Decree), the Plaintiff asks the Court to note that “The 1836 Treaty of Washington, and its attendant 2007 Inland Consent Decree, constitute the Supreme Law of the Land, and the courts, prosecutors, officers, employees, agencies, subdivisions, successors, and assigns of the US Government and those of the State of Michigan are bound thereby. The US Government the State of Michigan also waive any defenses they may have against any claims that any federal or state court has personal and subject-matter jurisdiction to adjudicate any claims that allege “Treaty Rights” violations by any officers, employees, agencies, subdivisions, successors, and assigns of the US Government and those of the State of Michigan. Furthermore, anything in the US Constitution or in any federal statute, or anything in the Constitution of the State of Michigan or anything in any of the State's statutes, or any ruling or determinations in any jurisdiction to the contrary notwithstanding. (this will be referred to as the “Restatement” of Constitutional principles in what follows).

Summary Motion (2)

The State of Michigan does not dispute the claim that the Defendants destroyed Plaintiff's Sacred Structures located on Plaintiff's private property as stated in § 43(a) of the Complaint. In fact, the

and use” of those Sacred Structures (and those portions located on what the State refers to as “public land,” which the Decree refers to as “Ceded Territory”) are protected by the “usual privileges of occupancy” Article XIII Treaty Rights.

Consequently, both the State of Michigan and the Plaintiff agree that there is no dispute that the “construction and use” of Sacred Structures by the Plaintiff and others so situated is a Treaty Right protected by the language of the “Restatement” presented above. Furthermore, both the State of Michigan and the Plaintiff agree that the “Restatement protected” Sacred Structures were destroyed by the Defendants.

Given that these facts are not in dispute, Plaintiff is entitled to Summary Judgment as a matter of law (that is, as a matter of the Supreme Law of the Land, etc., as stated in the “Restatement”). The Plaintiff so moves this Honorable Court to rule the objections made by the State of Michigan are moot, and that the Plaintiff is entitled to the relief sought in the Complaint. Relief by Jury for Damages.

RESPECTFULLY SUBMITTED,



Dustin Lee MacLeod #956261
Parnall Correctional Facility
1780 East Parnall Road
JACKSON, Michigan 49201

PLAINTIFFS EXHIBITS

- I, Tribal Identification
- II, Page 7 of Comp. Fact No. 43(a)(b)
- III, Consent Decree Pages 5-6
- III, Consent Decree Page 7
- V, Consent Decree Pages 11-15

Date: October 1st, 2018

C.C. [File] DM

Hon. Judith E. Levy

Atty. Nathan A. Gombill (P-75506)

EXHIBIT 1

Subsistence License

DUSTIN L MACLEOD

10899 COPE RD
Address
ONAWAY, MI 49765
City State Zip Code
10762
File Number


DUSTIN L. MACLEOD
10899 COPE RD
ONAWAY, MI 49765
DOB: 08/27/1972

This License Expires March 31, 2015

Sault Ste. Marie Tribe of Chippewa Indians

This Card Certifies That
DUSTIN L MACLEOD
Is a Member of The Sault Ste Marie Tribe of
Chippewa Indians

8/27/1972 Birthdate 1335 Enrollment No
8/27/2016 Expiration Date 10762 File No



Mackinac Bands

of Ottawa and Chippewa Indians

Signatory to: 1820-1836 - 1855

This Card Certifies Membership to:

Dustin Lee Macleod

Birthdate 08/27/1972

Enrollment # M-013

Expiration: 03/14

Durant Roll # 4914

Chairperson: Vada W. it

Property of Mackinac Bands. If found, please return to:
Mackinac Bands, 20616 Van Dine Rd., Chubbuck, MI 49815



Sault Ste. Marie Tribe of Chippewa Indians

Subsistence Netting Permit

DUSTIN L MACLEOD

10899 COPE RD
Address
ONAWAY, MI 49765
City State Zip Code
10762
File Number

Native American Church of the Morning Star & Half Moon



Digital image of Holder

Roadman/Clergy

Appellation: ~ Dustin MacLeod

Born: ~ August 27 1972

Gender: ~ male

Height: ~ 5'10"

Weight: ~ 299 lbs

Eyes: ~ Brown

Hair: ~ Brown

4949 South River Rd. Cheboygan Michigan 49721
17 Main st west. Ridgeway, Ontario Canada



Front of Tribal I.D.
Cards,

Page# (1)

Attachment

BROWN	BROWN	300	5'10
Eyes	Hair	Weight	Height

Aaron A. Payment
Aaron A Payment Tribal
Chairman



4/11/2014 11:19:26 AM
Issue Date

This card is the property of the Sault Ste Marie
Tribe of Chippewa Indians

If found, please return to the Sault Tribe Enrollment
Department - P.O. Box 1824 Sault Ste Marie, MI 49783
1-906-635-3396 or 1-800-251-6597

Joe V. Eitem
Joe V Eitem
Tribal Chairman

Julie Yacune
Julie Yacune
Tribal Registrar

ST966	12/31/2014	8/27/1972	M
Permit No:	Valid Until	Birthdate	Gender

BROWN	BROWN	300	5'10
Eyes	Hair	Weight	Height

Aaron A. Payment
Aaron A Payment
Tribal Chairman



4/11/2014 11:19:13 AM
Issue Date

This card remains Private Property, and must be returned upon request.

NATIVE AMERICAN FREE EXERCISE OF RELIGION ACT OF 1993

Senate Bill 1021
Item Key: 4770
Introduced to 103rd Congress
May 25, 1993
by Mr Inouye (D-HI)
for himself, Mr. Baucus, Mr. Campbell, Mr Feingold,
Mr Hatfield, Mr Pell, and Mr Wellstone.
Eventually passed as the
American Indian Religious Freedom Act Amendments of 1994

Back of Tribal I.D. Cards
Page #, (2)

Attachment

EXHIBIT 2

Page 7 of Plaintiff's complaint

33) No later than Oct. 14, 2014 defendants Botorff and Drogowski issued several tickets, including, per MDNR R299.922(1)

34) Defendants Drogowski and Botorff refused to check the tribal box on any of the tickets issued, including the one for trespassing.

35) The aforementioned ticket was prosecuted contrary to the consent decree.

36) Prior to Oct. 14, 2014 MDNR management threatened plaintiff to remove the religious sacred structures or they would be destroyed.

37) No later than Oct. 14, 2014, Lori Burford knew plaintiff was facing the potential for criminal actions, and that the land owned by plaintiff was the same land that the MDNR "wished to acquire."

38) Prior to summer 2014, plaintiff made several attempts and contacted defendants to discuss and meet about sacred ceremonial grounds and what was about to take place.

39) No later than March 13, 2015 Scott Whitcomb continued to solicit Randall Canup to acquire the property from his despite plaintiffs land contract.

40) No later than April 28, 2015 defendants Lori Burford, Scott whitcomb, Eric Botorff, and Greg Drogowski organized plans in detail regarding the destruction of plaintiffs sacred religious structures.

41) No later than April 30, 2015 defendant Whitcomb informed his co-conspirators that he did not believe the structures were sacred religious structures.

42) No later than May 13, 2015 defendant Hamilton, knew beforehand that the sacred religious structures were being destroyed with, at a minimum, his tactic approval and/or acquiescence.

43) On May 13, 2015 defendants or any combination of them did the following:

(a) Destroyed a sacred sundance arbor, sweat lodges, and alter located on the plaintiffs land and adjacent state land.

(b) Entered upon plaintiffs land to deposit the debris of the arbor, sweat lodges, and alters destruction onto plaintiffs real property.

EXHIBIT 3

FINDINGS AND ORDER

The Court hereby FINDS:

A. Defendants/Counter-Claimants State of Michigan, Michigan Natural Resources Commission, Michigan Department of Natural Resources (“MDNR”) Director, MDNR Fisheries Division Chief, MDNR Wildlife Division Chief, MDNR Law Enforcement Division Chief and MDNR Resource Management Deputy Director (collectively, “State”) filed a counterclaim in this action, *United States v. Michigan*, No. 2:73 CV 26 (W.D. Mich.) (“Litigation”), against Plaintiff-Intervenors/Counter-Defendants Bay Mills Indian Community, Sault Ste. Marie Tribe of Chippewa Indians, Grand Traverse Band of Ottawa and Chippewa Indians, Little River Band of Ottawa Indians, and Little Traverse Bay Bands of Odawa Indians (collectively, “Tribes”), seeking a declaration that, with limited exceptions, the Tribes no longer retain the right to hunt, and the other usual privileges of occupancy, secured by Article 13 of the 1836 Treaty of Washington on lands and inland waters within the boundaries of the territory ceded in the 1836 Treaty (“Inland Article 13 Rights”) (Dkt. No. 1473), and the Tribes filed a joint reply denying the State’s claim (Dkt. No. 1477). With the exception of disputed areas lying generally between the Ford and Escanaba Rivers in the Upper Peninsula and on the Thunder Bay Peninsula in Alpena County, the lands and inland Waters within the boundaries of the territory ceded in the 1836 Treaty are depicted in Appendix A, which is attached hereto and made a part hereof.

B. Plaintiff United States filed a supplemental complaint in the Litigation seeking a declaration that the Tribes retain Inland Article 13 Rights on lands and inland waters within the boundaries of the 1836 Ceded Territory that have not been required for settlement (Dkt. No. 1504), and the State filed an answer denying the United States’ claim (Dkt. No. 1516).

C. The Parties explored settlement of their respective claims regarding Inland Article 13 Rights, reached an agreement in principle on the terms and conditions of such a settlement, and have now stipulated to the entry of this Decree, which is intended to resolve conclusively such claims, and to provide for the protection of the resources in the 1836 Ceded Territory.

D. The Parties were represented by attorneys of their own choosing in negotiating and drafting this Decree, which was the product of arms-length negotiations by Parties of equal bargaining power. Accordingly, the Parties have agreed that any ambiguities in this Decree shall not be construed against any Party on the basis of the status of the Parties or by virtue of the fact that such Party drafted or assisted in the drafting of the relevant portion of this Decree. The Parties have further agreed that, in the event of any inconsistency between the terms of this Decree and the Parties' agreement in principle, the terms of this Decree shall be controlling.

E. Representatives of Amici Curiae (Michigan United Conservation Clubs, Coalition to Protect Michigan's Resources ("CPMR") [formerly Michigan Fisheries Resource Conservation Coalition ("MFRCC")], U.P. Whitetails Association, Inc. and Bays de Noc Great Lakes Sportsfishermen, Inc.) and applicants for intervention (MFRCC, Stuart Cheney, Robert Andrus and the Walloon Lake Trust and Conservancy) attended the Parties' settlement discussions and support the Parties' efforts to settle the Parties' respective claims regarding Inland Article 13 Rights on the terms and conditions set forth in this Decree. The Parties' Agreement in Principle set forth an agreement among the Parties and the applicants relating to intervention motions, the terms of which are set forth in Appendix M, which is attached hereto and made a part hereof.

F. This Decree is a fair and equitable resolution of the Parties' respective claims regarding Inland Article 13 Rights.

EXHIBIT 4

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, AND DECREED that this Decree shall be entered as the Court's Judgment and Decree fully and finally resolving the Parties' respective claims regarding Inland Article 13 rights. Each Party shall be responsible for its own expenses incurred in procuring this Decree, including its attorneys' fees and costs. The Clerk is directed to enter Judgment accordingly.

I. JURISDICTION

1.1 This Court has jurisdiction over the subject matter of the State's counterclaim and the United States' supplemental complaint pursuant to 28 U.S.C. §§ 1331, 1345, and 1346. This Decree implements the settlement of the Parties' respective claims with respect to Inland Article 13 rights under the 1836 Treaty of Washington.

1.2 This Court also has personal jurisdiction over the Parties. The Parties waive all objections and defenses that they may have with respect to the personal jurisdiction of the Court or to venue in this District for purposes of the entry, interpretation, modification or enforcement of this Decree.

1.3 The Court shall retain jurisdiction over the Parties and subject matter of this action to enforce this Decree and to resolve disputes arising under this Decree, subject to Section XXVII (Dispute Resolution), and to consider modifications of this Decree under Section XXVIII (Modifications).

II. PARTIES BOUND

This Decree shall apply to and be binding upon the Parties, their officers, employees, agencies, subdivisions, successors, and assigns and shall remain binding notwithstanding any future rulings or determinations in any jurisdiction that may be inconsistent with the provisions of this Decree.

EXHIBIT 5

3.28 "Walleye Lake System" means any Lake System known to have a walleye population maintained either by natural reproduction or stocking of cultured fish.

3.29 "Walleye Spawning Season" means the time of year when walleye reproduce. For purposes of this Decree, the Walleye Spawning Season is March 15 to the Friday before the last Saturday in April in Walleye Lake Systems in the Lower Peninsula and April 1 to May 14 in Walleye Lake Systems in the Upper Peninsula, unless changed under Paragraph 12.6 of this Decree.

3.30 "Waters" means inland Lakes and Streams.

IV. RECOGNITION OF TREATY RIGHTS

For the purpose of resolving the dispute as to the continued existence of the Tribes' Article 13 Rights, this Decree recognizes the existence of, and defines the extent of, the Tribes' Inland Article 13 Rights on the following lands and Waters within the boundaries of the 1836 Ceded Territory:

(a) Public lands and Waters (including, but not limited to, federal and State lands, which currently comprise, approximately, over 4,500,000 acres in the 1836 Ceded Territory);

(b) Private lands and Waters that are required to be open to the public under federal or State law, such as lands enrolled in the State's Commercial Forest Act ("CFA") program (lands and waters that are open to the public under the Michigan Recreational Trespass Act because they are not fenced or posted in accordance with that Act are not required to be open under State law and are therefore not within this category of lands and Waters);

(c) Lands and Waters owned by a Tribe, a Tribal member, or the spouse of a Tribal member;

(d) Other private lands and Waters, including lands that are open to the public under the Michigan Recreational Trespass Act, which are not enrolled in the CFA program or another program pursuant to which they are required to be open to the public under federal or State law; and

(e) All other Waters that are open to the public for Fishing under federal or state law, including such Waters open to the public that are accessible through public rights-of-way and public road crossings or otherwise accessible to Tribal members by permission granted by the landowner or authorized lessee.

V. REGULATION OF TREATY RIGHTS

Each of the Tribes has the right to regulate its members' exercise of Inland Article 13 Rights, the extent of which is defined in this Decree. The State is prohibited from regulating or otherwise interfering with the exercise of such rights except as provided in this Decree. The State is also prohibited from prosecuting Tribal members for alleged Hunting and Fishing violations that preceded entry of this Decree, *provided* that the State may refer such alleged violations to the appropriate Tribe for prosecution under Tribal law.

VI. DEFINITION OF THE EXTENT OF INLAND ARTICLE 13 RIGHTS

6.1 This Decree defines the extent of the Tribes' Inland Article 13 Rights and imposes certain limitations on where, when, and how the Tribes may exercise those rights. The provisions of this Decree apply only to Inland Article 13 Rights; they do not: limit or expand the extent or exercise of the Tribes' Article 13 rights in the Great Lakes; limit or expand any provision of the 2000 Great Lakes Consent Decree; limit or expand any right (other than Inland Article 13 Rights) that a Tribe may have to authorize or engage in any activity on Tribal or trust land; or limit or expand the right of the Tribes or their members to undertake any other activity

pursuant to any other applicable law. The extent of the Tribes' Inland Article 13 Rights and the limitations on the exercise of those rights are set forth in this Decree.

6.2 Except as otherwise specifically provided below, the extent of the Tribes' Inland Article 13 Rights is defined as follows:

(a) Tribal members: (i) may Hunt, Fish, Trap, and Gather natural resources, without limitation as to the species (including non-native and artificially propagated species) targeted for harvest, the season or method of harvest, or the use of the resource harvested; (ii) may engage in other historically traditional activities (such as the construction and use of sweat lodges); and (iii) may obtain assistance from non-Tribal members to engage in the foregoing activities, as provided in Appendix C, which is attached hereto and made a part hereof; and

(b) Each of the Tribes may regulate the foregoing treaty-right activities of its members and enforce regulations pertaining to such activities. The Tribes may also engage in natural resources assessment, enhancement, and restoration activities as provided in Section XXI (Assessment Activities) and Section XXII (Restoration, Reclamation, and Enhancement Projects).

VII. LANDS AND WATERS ON WHICH TRIBAL MEMBERS MAY EXERCISE INLAND ARTICLE 13 RIGHTS

Except as otherwise provided below, Tribal members may exercise Inland Article 13 Rights, to the extent defined in Paragraph 6.2, on the following lands and Waters within the boundaries of the 1836 Ceded Territory, as depicted in Appendix A, *provided* that the Tribes shall not exercise Inland Article 13 Rights in disputed areas lying generally between the Ford and Escanaba Rivers in the Upper Peninsula or on the Thunder Bay Peninsula in Alpena County unless and until the dispute as to such areas is resolved by mutual agreement of the Parties or Court order:

(a) Public lands and Waters that are open to the public under federal or State law for the particular activity (*e.g.*, Hunting, Fishing, Trapping or Gathering), notwithstanding any species, season, method or use limitations in federal or State law, *provided that* in State, county and municipal parks, State wildlife refuges, formally designated State wildlife research areas, and formally designated State fisheries research areas, Tribal regulations shall only permit Hunting and Fishing in such areas where and at such times when the parks, refuges, and research areas are open to the public for Hunting and Fishing, and shall be no less restrictive than other State regulations limiting Hunting and Fishing in such areas, *and provided further* that such limitations shall not apply to a new or expanded park, wildlife refuge or wildlife or fisheries research area if the creation or expansion of the area was intended to limit treaty harvesting opportunities, and *provided further* that the State shall consult with the Tribes before creating a new or expanding an existing State park, wildlife refuge, wildlife research area or fisheries research area and shall attempt to avoid or minimize any adverse impact on the exercise of the Tribes' rights under this Decree as a result of such designation or expansion;

(b) Private lands and Waters that are required to be open to the public under federal or state law for the particular activity, such as Hunting and Fishing (but not Gathering) on lands enrolled in the State's CFA program, notwithstanding any species, season, method or use limitations in federal or state law, *provided that*, in the interests of social harmony, the Tribes or their members shall obtain permission from a CFA landowner in order to Hunt or Fish on his or her CFA lands outside State seasons and methods if the CFA landowner owns, in the aggregate, less than 1,000 acres in the CFA program, and *provided further that* generally applicable provisions of State law regarding the liability of CFA landowners arising from the activities of hunters or fishers on CFA lands, and generally applicable provisions of the CFA program

allowing CFA landowners to limit access to CFA lands subject to active timber harvesting operations shall apply to Hunting and Fishing by Tribal members on CFA lands, and *provided further that* nothing herein shall be construed to authorize the use of snowmobiles, all-terrain vehicles, or other motor vehicles on CFA lands if such use is otherwise prohibited under applicable law;

(c) Lands and Waters owned by a Tribe, a Tribal member or the spouse of a Tribal member;

(d) Other private lands and Waters owned by non-Tribal members, with permission from the owner or authorized lessee, *provided that*, in the case of private Waters, *i.e.*, a non-navigable Lake with no public access or a non-navigable stream segment on a parcel or parcels of private property, the grant of permission by a riparian owner does not violate the Michigan common law rights of any other riparian owners, and *provided further that*, except for special needs subsistence or ceremonial permits, which shall be limited in number, the Tribes shall restrict Hunting and Trapping on such lands and Waters in a manner consistent with State seasons and methods, and *provided further that*, during State seasons, permission shall be implied on lands and Waters open to the public for Hunting and Fishing under the Michigan Recreational Trespass Act, Mich. Comp. Laws, § 324.73101 *et seq.*, as now in force or hereafter amended, and *provided further that*, when permission is not implied, the Tribes shall require their members to possess written evidence of permission from the landowner or authorized lessee, or the name and phone number of the landowner or authorized lessee from whom they obtained permission, while Hunting on such lands; and

(e) All other Waters that are open to the public for Fishing under federal or State law notwithstanding any species, season, method or use limitations in federal or State law,



Dustin Lee MacLead #956261
1780 East Parnall rd.
JACKSON, Michigan 49201

Attn: Clerk of the Court, U.S. D.C. Oct. 1st, 2018
Eastern District of Michigan

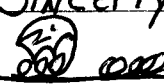
RE: Plaintiff's Motion For Summary Judgment
Dustin Lee MacLead V. William Moritz, et.al.s
Case No. 5:18-cv-11653-JEL-MKM

Court Clerk, please find for filing in this Honorable Court,

1. Plaintiff's Motion for Summary Judgment
2. Plaintiff's Exhibits I - V
3. Proof of Service (This Page)

Thank you for your assistance in this urgent matter,

Copies Sent to: U.S.D.C., Hon. Judith E. Levy,
and to: Atty Nathan A. Gambill,
P.O. Box 30755, Lansing, MI 48909,

Sincerely,

DUSTIN MacLead #956261
Oct 1st, 2018

Proof of Service

I certify that copies of the above documents were served on the MDOC Arvs to be sent to the above parties by expedited Legal mail with first Class postage to the Defendants Last KNOWN address on the above date.

Dustin MacLeod #956261
Penall Correctional Facility
1780 East Penall Road
Sackson, Michigan 49201

United States District Court
Eastern District of Michigan
Court Clerk's Office
231 W. Lafayette Bld Room 564
Detroit, Michigan 48226

RECEIVED
OCT 19 2018
U.S. DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

10/21/18

U.S. MARSHALS