

"The power under the constitution will always be in the people. It is intrusted for certain defined purposes, and for a certain limited period, to representatives of their own choosing; and, whenever it is executed contrary to their interest, or not agreeable to their wishes, their servants can and undoubtedly will be recalled." -

GEORGE WASHINGTON, letter to Bushrod Washington, Nov. 10, 1787

Violation of U.S. Constitutional Rights - Violation of Pennsylvania Constitutional Rights

U.S. Constitution, Article VI

"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, anything in the Constitution or laws of any State to the contrary notwithstanding."

U.S Constitution, Bill of Rights Amendment VII

"In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any court of the United States, than according to the rules of the common law."

The Constitution Of Pennsylvania, Article 1 Declaration of Rights § 6. Trial by jury

"Trial by jury shall be as heretofore, and the right thereof remain inviolate. The General Assembly may provide, however, by law, that a verdict may be rendered by not less than five-sixths of the jury in any civil case. Furthermore, in criminal cases the Commonwealth shall have the same right to trial by jury as does the accused. (May 18, 1971, P.L.765, J.R.1; Nov. 3, 1998, P.L.1328, J.R.2)"

inviolable - If something is inviolable, it has not been or cannot be harmed or affected by anything. <https://www.collinsdictionary.com/us/dictionary/english/inviolable>

This means no Rules of Civil Procedure, no statute of limitations, no case law, etc. can impede Plaintiff from being heard before a JURY!

See "JURISPRUDENCE" paper on www.1776ToTyranny.com to reference the following.

16th American Jurisprudence, 2nd Section 177:

The general rule is that an unconstitutional statute, though having the form and name of law, is in reality no law, but is wholly void, and ineffective for any purpose; since unconstitutionality dates from the time of its enactment, and not merely from the date of the decision so branding it. An unconstitutional law, in legal contemplation, is as inoperative as if it had never been passed. Such a statute leaves the question that it purports to settle just as it would be had the statute not been enacted. Since an unconstitutional law is void, the general principles follow that it imposes no duties, confers no rights, creates no office, bestows no power or authority on anyone, affords no protection, and justifies no acts performed under it ... A void act cannot be legally consistent with a valid one. An unconstitutional law cannot operate to supersede any existing valid law. Indeed, insofar as a statute runs counter to the fundamental law of the land, it is superseded thereby.

16th American Jurisprudence 2d, Section 177 late 2nd, section 256:

"No one is bound to obey an unconstitutional law and no courts are bound to enforce it. The general rule is that an unconstitutional statute, though having the form and the name of law, is in reality no law, but is wholly void, and ineffective for any

purpose, since unconstitutionality dates from the time of its enactment, and not merely from the date of the decision so branding it."

Plaintiff's U.S. Constitutional Rights and Pennsylvania Constitutional Rights were violated when Plaintiff was NEVER PERMITTED to plead Plaintiff's case to a jury. Plaintiff seeks all remedies afforded him as of Plaintiff's illegal termination date of April 10, 2001. Plaintiff will PROVE through the evidence that can be viewed or downloaded at www.1776ToTyranny.com that Defendants violated Plaintiff's U.S. and PA Constitutional Rights thereby committed fraud, material fraud, fraudulent misrepresentation, legal negligence, breach of contract or have been complicit as well as they have violated the law and public policy. Defendants knew the law or should have known the law when they committed fraudulent acts and there is NO EXCUSE FOR NOT KNOWING THE LAW.

VIOLATION OF ALL THE FOLLOWING: PUBLIC POLICY - FRAUD - MATERIAL FRAUD - FRAUDULENT MISREPRESENTATION - LEGAL MALPRACTICE - LEGAL NEGLIGENCE - BREACH OF CONTRACT

PUBLIC POLICY The policies that have been declared by the state that covers the state's citizens. These laws and policies allow the government to stop any action that is against the public's interest. There may not be a specific policy that an action pertains to but if it is not deemed good for the public it will be quashed. - Black's Law Dictionary

UNCONSTITUTIONAL That which is contrary to the constitution. The opposite of "constitutional." See State v. McCann, 4 Lea (Tenn.) 10; In re Rehner (N. C.) 40 Fed. 558, 13 L. E. A. 444; Norton v. Shelby County, 116 U. S. 428, 6 S. Ct 1121, 30 L. Ed. 175. - Black's Law Dictionary

IGNORANTIA LEGIS NON EXCUSAT a Latin phrase meaning that the ignorance of the law is not an excuse. - Black's Law Dictionary. Cases to substantiate *Lambert v. California* and *Barlow v. United States*

Fraud consists of some deceitful practice or willful device, resorted to with intent to deprive another of his right, or in some manner to do him an injury. As distinguished from negligence, it is always positive, intentional. *Maher v. Sibernia Ins. Co.*, 87 N. Y. 291; *Alexander v. Church*, 53 Conn. 501, 4 Atl. 102; *Studer v. Bleistein*, 115 N.Y. 116, 22 N. E. 241, 7 L. R. A. 702; *Moore v. Crawford*, 130 U. S. 101, 9 Sup. Ct. 447, 32 L. Ed. 275; *Fechheimer v. Baum* (C. C.) 34 Fed. 167; *U. S. v. Beach* (D. C.) 71 Fed. 163; *Gardner v. Beards*, 3 Denio (N. Y.) 232; *Monroe Mercantile Co. v. Arnold*, 108 Ga. 449, 34 S. E. 176. Fraud, as applied to contracts, is the cause of an error leading to a material part of the contract, created or continued by artifice, with design to obtain some unjust advantage to the one party, or to cause an inconvenience or loss to the other. Civil Code La. art. 1847. Fraud, in the sense of a course of equity, properly includes all acts, omissions, and concealments which involve a breach of legal or equitable duty, trust, or confidence justly reposed, and are injurious to another, or by which an undue and unconscientious advantage is taken of another. 1 Story, Eq. Jur. - Black's Law Dictionary

Fraudulent Act, an act that has been with bad faith and dishonesty. - Black's Law Dictionary

Material Fraud, the term that is applied to tricking a person to enter a contract or agreement that without trickery they wouldn't have considered. - Black's Law Dictionary

Fraudulent misrepresentation is very serious. Fraudulent misrepresentation occurs when a party to a contract knowingly makes an untrue statement of fact which induces the

other party to enter that contract. Fraudulent misrepresentation also occurs when the party either does not believe the truth of his or her statement of fact or is reckless as regards its truth. A claimant who has been the victim of alleged fraudulent misrepresentation can claim both rescission, which will set the contract aside, and damages. - Black's Law Dictionary

NEGLIGENCE The omission to do something which a reasonable man, guided by those considerations which ordinarily regulate the conduct of human affairs, would do, or doing something which a prudent and reasonable man would not do. It must be determined in all cases by reference to the situation and knowledge of the parties and all the attendant circumstances. Nitroglycerin Case, 11 Wall. 536, 11 17 Ed. 336; Plythe v. Birmingham Waterworks Co., 11 Exch. 734. Negligence, in its civil relation, is such an inadvertent imperfection, by a responsible human agent, in the discharge of a legal duty, as immediately produces, in an ordinary and natural sequence, a damage to another. - Black's Law Dictionary

Breach of Contract Failure to live up to the terms of a contract. The failure may provoke a lawsuit, in which an aggrieved party asks a court to award financial compensation for the loss brought about by the breach. A legal cause of action in which a binding agreement or bargained-for exchange is not honored by one or more of the parties to the contract by non-performance or interference with the other party's performance. If the party does not fulfill his contractual promise, or has given information to the other party that he will not perform his duty as mentioned in the contract or if by his action and conduct he seems to be unable to perform the contract, he is said to breach the contract. - Black's Law Dictionary

1. On May 16th 2019 Plaintiff was informed in a phone conversation with Jerry Erhman (former AK Steel employee) that Defendant Loverick told Defendant Tassej to assign Plaintiff to the truck that required overloading knowing it would put Plaintiff in conflict with then PA Attorney General David Devries directive to Plaintiff that he

would be held criminally and civilly liable operating defective mobile cranes, heavy equipment and overloaded tractor trailers that was against Defendant AK Steel et al's own WRITTEN POLICY which made the order against the LAW and PUBLIC POLICY which ultimately led to Plaintiff being illegally terminated from AK Steel. Plaintiff had no knowledge of this discovery until May 16th 2019.

2. Defendant McCune in Exhibit 31 states "I have no opinion regarding your employment claims with AK Steel." His "opinion" does not hold water as he is sworn to uphold the CONSTITUTION (LAW and PUBLIC POLICY) and responsible for not investigating AK Steel via the information I gave him or that he could found on his own like the Plaintiff did on his own that is available at www.1776ToTyranny.com What happened to Plaintiff is a crime as McCune was responsible to INVESTGATE and prosecute those that had part in the fraud and fraudulent acts! Maybe if McCune had done his job Keith Ekenrode would still be alive who was killed at AK Steel about a year after Plaintiff's illegal termination from AK Steel. McCune committed fraud by turning a blind eye to the criminal acts of all other Defendants which makes him complicit! McCune violated the Rules of Professional Responsibility as District Attorney and FAILED and REFUSED to investigate the Plaintiff's civil and criminal liabilities when Plaintiff was directed to McCune from a higher office former, PA Attorney General David Devries. In light of ALL the evidence provided by Plaintiff all prior judgements that have negatively affected the Plaintiff regarding ALL DEFENDANTS ARE NULL VOID! This court must also start disbarment proceedings against Defendant McCune for his involvement in the fraud perpetrated against Plaintiff. Disbarment proceeding need to start against all Defendants that have a law license.

➤ *Unlike any private attorney, the local prosecutor—be he district attorney, county attorney, or criminal district attorney—is an elected official whose office is constitutionally mandated and protected. Prosecutors are still subject to the Rules of Professional Responsibility, but they must police themselves at the trial court level because of their status as independent members of the judicial branch of*

government. Such a holding is not tantamount to making the fox guardian of the henhouse or letting the wolf keep watch on the flock, because a prosecutor who violates ethical rules is subject to the disciplining authority of the State Bar like any other attorney. Perhaps even more importantly, as mentioned above, his violation of the rules will subject his cases to reversal on appeal when his unprofessional conduct results in a denial of due process to a defendant. Lastly, he, like all elected public officials, must regularly answer to the will of the electorate. Should his conduct create too much appearance of impropriety and public suspicion, he will ultimately answer to the voters. - State ex rel. Eidson v. Edwards, 793 S.W.2d 1 (Tx. 1990)

3. All the Defendants specifically Murtaugh, Chivers, Papa, Nanni, Lewis, Gallagher, Leyland, Loverick, Tassej, AK Steel et al and UAW et al knew that this case was NEVER a labor law issue but IN FACT a CRIMINAL AND CIVIL matter as evidenced by the letter Exhibit 9 sent by Plaintiff's legal counsel on March 1, 2001 prior to Plaintiff's illegal termination and Murtaugh and the Arbitrator's in their own words that will be referenced in the following.
4. 29 U.S. Code § 411 - Bill of rights; constitution and bylaws of labor organizations: "(4)Protection of the right to sue No labor organization shall limit the right of any member thereof to institute an action in any court ... And provided further, That no interested employer or employer association shall directly or indirectly finance, encourage, or participate in, except as a party, any such action, proceeding, appearance, or petition."

DEFENDANT AK STEEL ET AL PAYS THE SALARIES OF THE UNION OFFICERS WHICH IS A BLATANT CONFLICT OF INTEREST AND DISERVICE TO PLAINTIFF.

"(b) Invalidity of constitution and bylaws Any provision of the constitution and bylaws of any labor organization which is inconsistent with the provisions of this section shall be of no force or effect."

DEFENDANT AK STEEL PAYING THE SALARIES OF THE UNION OFFICERS IS A CLEAR CONFLICT OF INTEREST AND WHY PLAINTIFF WAS RAILROADED BY DEFENDANTS MURTAGH, CHIVERS, AK STEEL ET AL, UAW ET AL WHEN THEY DECIEVED PLAINTIFF BY TELLING PLAINTIFF HE COULD NOT FILE A CIVIL LAWSUIT UNTIL PLAINTIFF WENT TO ARBITRATION ALL THE WHILE THEY KNEW LABOR LAW HAD NOTHING TO DO WITH THE CIVIL AND CRIMINAL LIABILITY THE PLAINTIFF FACED. EXHIBIT 30 THE LETTER FROM MURTAGH STATING "AS YOU KNOW, THE ARBITRATOR'S AWARD IS FINAL AND THERE IS NO FURTHER ACTION WITH RESPECT TO MR. MYERS' GREIVANCE WHICH CAN BE UNDERTAKEN BY THE UNION IN THAT REGARD." YET THEN STATES "IN THE ABSENCE OF A GREIVANCE CHALLENGING THE SAFETY OF THIS METHOD ... NOT TO MENTION THE LEGALITY RAISED BY MR. MYERS, THE UNION OF COURSE HAS NO BASIS UPON WHICH TO PROCEED WITH ANOTHER CASE." MURTAGH KNEW VERY WELL THAT HE HAD THE LETTER Exhibit 9 FROM PLAINTIFF'S THEN ATTORNEY THAT WAS SENT TO DEFENDANT AK STEEL CALLING IN QUESTION THE LEGAL LIABILITY TO PLAINTIFF AND ALL EMPLOYEES OF DEFENDANT AK STEEL.

5. Defendant Chivers told Plaintiff that Defendant Murtaugh stated that Plaintiff had to exhaust his remedy under arbitration before going to civil court. Both Defendants Murtaugh and Chivers are labor law attorneys and knew that labor law could not supersede civil and criminal liability being forced on Plaintiff by Defendant AK Steel et al since they basically own the UAW et al officers.
6. Defendant Nanni even stated to Plaintiff prior to Plaintiff's termination that Nanni thought they were going to fire one of the officers to put the fear of God into the rank and file for contract negotiations.
7. Exhibit 9 was a letter sent to AK Steel Industrial Relations Manager - Bill Gonce detailing the legal liability that Plaintiff and co-workers were exposed to. The letter also detailed that Defendant AK Steel et al had received money from the state for the in plant railroad crossing would bring into question private property.

8. **Exhibit 11** is the letter dated March 21, 2001 sent by Plaintiff to Defendant AK Steel et al prior to Plaintiff being illegally terminated detailing the civil and criminal liability Plaintiff and other AK Steel employees were being forced to endure with tractor-trailers and heavy equipment or be fired as happened to Plaintiff. Plaintiff also detailed the retaliatory discipline AK Steel committed against Plaintiff. In that letter Plaintiff explained that AK Steel's own insurance company stated to Plaintiff that he should have a letter from AK Steel indemnifying Plaintiff and co-workers because the AK Steel's own insurance company would not cover Plaintiff/co-workers if there was an accident with anyone from the public when AK Steel allowed the public to use their in-plant roads to purchase slag or the vendors that were on in-plant roads every day. Additionally Plaintiff sent this letter because of Plaintiff's conversation and warning from then PA Attorney General David Devries that Plaintiff would be held criminally and civilly liable if Plaintiff operated defective heavy equipment and overloaded tractor trailers and an incident happened and someone was hurt or killed because Plaintiff knew he was not only violating Defendants AK Steel et al's written directives but also PUBLIC POLICY and the law. PLAINTIFF ALSO WARNED DEFENDANTS FOR VIOLATING PLAINTIFF'S CONSTITUTIONAL RIGHTS!!!!
9. **Exhibit 23** on page 22 line 9 of the Verbatim Record of the arbitration hearing Gonce testified that he "reports to the Middletown legal department" VALIDATING this was a legal matter and not a labor law issue.
10. **Exhibit 23** on page 75 lines 11-19 of the Verbatim Record of the arbitration Defendant AK Steel et al legal counsel admits that material evidence was hidden from Plaintiff.
11. **Exhibit 23** on page 98 line 3-6 of the Verbatim Record of the arbitration Defendant Tassely admitted he had a phone conversation with then Plaintiff's legal counsel Mr. Moskal about the legal issue.
12. **Exhibit 23** on Page 160 line 4 of the Verbatim Record of the arbitration Defendant AK Steel et al legal counsel AGAIN admits that the Defendants were hiding material evidence from Plaintiff when Defendant counsel stated to Plaintiff "You didn't even

know it existed." referencing Defendant AK Steel's written directives that they were verbally asking Plaintiff to violate WHICH IS AGAINST THE LAW and PUBLIC POLICY!

13. **Exhibit 29** is the Opinion and Award from Arbitrator Dean. Dean states in his Opinion on page 1 in paragraph 1 that the Grievance was due to Plaintiff violating a direct order when Dean IN FACT knew the case was about criminal and civil liability being forced on Plaintiff by Defendant AK Steel et al and ALL Defendants were complicit. Defendants Murtaugh and Chivers legal knowledge knew the arbitration was a sham to have Plaintiff terminated. Had Defendant McCune did his duty as then Butler County District Attorney and investigated this corruption Plaintiff would have been vindicated.
14. **Exhibit 29** is the Opinion and Award from Arbitrator Dean. Dean states in his Opinion on page 7 in paragraph 3 that "The Employer acknowledges that it cannot compel the Grievant to commit an illegal act." YET IN FACT THAT IS EXACTLY WHAT DEFENDANT AK STEEL DID WHEN VERBALLY DIRECTING PLAINTIFF TO VIOLATE THEIR OWN WRITTEN POLICY WHICH IS AGAINST THE LAW! Defendants McCune, Murtaugh, Chiver, Papa or UAW et al refused to do anything at all with this evidence Plaintiff provides in this Complaint and it is quite clear they are all complicit!
15. **Exhibit 29** is the Opinion and Award from Arbitrator Dean. Dean states in his Opinion on page 11 in paragraph 2 "As both parties are aware, employees are generally prohibited from engaging in self-help by refusing supervisory directives." What the arbitrator is saying there is unlawful and corrupt because then PA Attorney General David Devries stated to Plaintiff prior to his illegal termination that Plaintiff could be held criminally and civilly liable in the event Plaintiff had an accident with the grossly overloaded tractor-trailers or defective heavy equipment.
16. **Exhibit 29** is the Opinion and Award from Arbitrator Dean. Dean states in his Opinion on page 16 in paragraph 2 "As both parties are aware, although an arbitrator can render interpretations of the parties' collective bargaining agreement which are binding upon both of them, he generally does not render fully

authoritative rulings on questions of statutory law." Defendants all misled and deceived Plaintiff to enter arbitration. The arbitrator even stated he cannot rule on statutory law! Again Exhibit 30 Defendant Murtaugh's own words KNEW Plaintiff's case had nothing to do with labor law but everything to do with criminal and civil liability yet Murtaugh lied to Plaintiff and deceived Plaintiff into entering the arbitration to try to bind him by labor law when IN FACT Murtaugh KNEW arbitration could do NOTHING to assist Plaintiff with criminal and civil exoneration!

17. Exhibit 34 is a newsletter from Defendant UAW et al. Defendant UAW et al posted a newsletter that stated in another case after Plaintiff's illegal termination that Arbitrator Dean overturned the termination stating the "...the record strongly suggests the Grievants misconduct was provoked in substantial part by the supervisor's oppressive management style." Defendant AK Steel had harassed Plaintiff and Plaintiff even sent the letter Exhibit 11 explaining the oppressive management style perpetrated against Plaintiff - yet Arbitrator Dean still upheld the illegal termination of Plaintiff!
18. Exhibit 35 is a letter from Defendant AK Steel former CEO Richard Wardrop claiming his concern over the death of Keith Ekenrode yet AK Steel et al allowed Wardrop to commit illegal activity as he did against Plaintiff as the evidence shows at www.1776ToTyranny.com
19. Exhibit A is the Retainer Agreement for Plaintiff to retain Defendant Chivers as legal counsel. This agreement included filing a complaint in court.
20. Exhibit B is the letter requested by Defendant Chivers from Plaintiff after they had a conversation about what demands Plaintiff was seeking. In the letter dated October 4, 2001 Plaintiff requested 13 years of wages, benefits, pension, etc. that would be equal to 30 years of employment plus future retirement and health benefits had Plaintiff not been illegally terminated. That sum would have been well over 2 million dollars. Additionally Plaintiff demanded that Defendant AK Steel et al force Wardrop's resignation because of his militant management style and that safety policies be for safety and not for illegal retaliatory measures. Plaintiff spoke with management that were afraid of then CEO Wardrop and feared if they did

not follow his unsafe directives they too would be terminated. Unfortunately since Defendant AK Steel et al and Defendant McCune did not heed Plaintiff's warnings Keith Ekenrode was killed in October of 2002 Exhibit 35.

21. Exhibit C is a copy of the letter dated October 19, 2001 that Defendant Chivers sent to Defendant AK Steel et al stating "I am making an alternative demand for Mr. Myers: either reinstate him with a cash settlement of \$40,000 (representing lost wages plus fees), or, pay him \$150,000 in exchange for permanent resignation." Chivers KNEW the \$150,000 was not even close to the losses of Plaintiff. Chivers also stated if there was no resolution Chivers would proceed quickly to court YET NEVER ATTEMPTED TO FILE A COMPLAINT ON PLAINTIFF'S BEHALF. Chivers committed fraud, deceit, breach of contract, legal malpractice just to name a few!
22. Exhibit D is a letter dated October 23, 2001 that was a second letter Defendant Chivers sent to Defendant AK Steel et al stating "After additional consultation with my client ,he wishes me to convey additional demands on his behalf for settlement of this matter." Chivers KNEW what Plaintiffs demands were in Plaintiffs letter Exhibit B of October 4, 2001 detailing Plaintiffs demands. Chivers KNEW there were no "additional demands" but ONLY the demands Chivers received from Plaintiff. Clearly more evidence of fraud, deceit, breach of contract, legal malpractice, etc.
23. Exhibit H is a letter dated December 3, 2001 that Plaintiff sent to Defendant Chivers detailing Chivers legal malpractice, etc. and terminating Chivers representation of Plaintiff.
24. Exhibit I is the letter dated January 21, 2002 sent from Defendant Chivers to Plaintiff confirming receipt of termination to further represent Plaintiff. In the letter Chivers acknowledges sending Defendant Papa all the records that Chivers had. Defendant Papa had ample time and much more evidence but even Papa committed legal malpractice as well by not filing properly.
25. Exhibit "Conflict of Interest Order 11-20-2007" is the order in favor of Plaintiff for conflict of interest when Defendant Chivers hired Defendant Brewer to represent Chivers against Plaintiff when Plaintiff sued Chivers for Legal Malpractice.

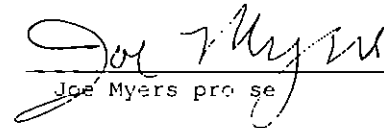
Chivers had hired an attorney who shared an office with Defendant Murtagh. Murtagh claims in the hearing that he represented the Union and not Plaintiff yet Plaintiffs Union dues were used to pay Murtagh so while he is right he did not represent Plaintiff as he should have he was paid to railroad Plaintiff. This conflict of interest case was awarded when Plaintiff was representing himself because Defendant Papa did not believe it was a conflict of interest for Chivers to hire Brewer to represent him even though Brewer and Murtagh shared the same office so Plaintiff had to represent himself.

26. All Defendant attorneys KNEW the law and used it against Plaintiff which is why proceedings must start immediately to disbar all Defendant attorneys.
27. All Defendants were complicit in the crimes perpetrated against Plaintiff.
28. **Exhibit "U.S. Attorney General Letter 2003"** and supporting Exhibits provides evidence that all Defendants KNEW or should have KNOWN and is why Plaintiff seeks civil and damages from all Defendants for their willful criminal acts.
29. **Exhibit 1A** an article from the Pittsburgh Post-Gazette dated September 19, 2003 that validates what kind of a tyrant former CEO Wardrop was and why the Defendant AK Steel et al Board of Directors were concerned and asked for his resignation. This article supports Plaintiff's claims in this Complaint.
30. Plaintiff shares the multitude of letters to and from state and federal officials regarding the corruption that can be viewed or downloaded at www.1776ToTyranny.com Now that it appears we have a United States Attorney General that seems like he is going to follow the Constitution Plaintiff will be submitting this case and the dereliction of Defendant McCune and all those in the Bush Jr. and Obama administrations who were corrupt or were complicit with the corruption.
31. All Defendants have violated Plaintiff's U.S. Constitutional Rights and Pennsylvania Constitutional Rights which violates ANY AND ALL LAW!

Plaintiff is seeking damages in lost wages, benefits and defamation because since Plaintiff's termination in 2001 Plaintiff has had to put terminated on his applications and the evidence proves the termination was illegal as well as any additional damages the jury deems appropriate from all Defendants.

Plaintiff demands this court set a date for jury selection and then the date to start the trial so Plaintiff can have his Right - under the U. S. Constitution and Pennsylvania Constitution - to be heard before a jury.

Dated this 29th day of May, 2019


Joe Myers pro se

Certified copies mailed to:

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Angelo Papa 318 Highland Ave, New Castle, PA 16101

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Jack Lewis 870 Bullcreek Road, Butler, PA 16002

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