From:

Kim Anthony Hartsock 2025 Wagon Trail Heartland, Texas 75126 408 300-5900 v 800 729-6985 f

To:

Judge Patricia B. Ashcroft, Justice of the Peace Precinct 2 – Forney Sub Courthouse 101 E. Main St. Forney, TX 75126 972-564-7311 v 972-564-7350 f

Subject: CV-11-244-2; Petition for Eviction; Tidwell v. Hartsock

Dear Judge Ashcroft,

Please add this letter and attachments to the case file mentioned above.

Nanette Tidwell does not deny having the Crandall Police Department "in her pocket" as the High School Principal, but I don't believe she has improper influence with a County Judge.

Crandall Police Lieutenant Kevin Bridger

- 1. is holding, and will not return, my personal Olympus digital recorder with:
  - 1. Evidence of my innocence of any violence, threats, or legal cause for eviction.
  - 2. Evidence of Retaliation Obstruction (TX Penal 36.06), by Tidwell's son-in-law, Howard W. Pittman, Jr. 7/29/11. Case # 58885459 TX Dept. Family Protective Services, Texarkana Police Dept. Elder Abuse Financial Exploitation filed 7/20/11.
  - 3. Evidence of False Report To Law-Enforcement (TX Penal 37.08) by the same party on the same date.
  - 4. Evidence of my co-habituation agreement with E. Nanette Tidwell is in good standing w/ no breach on my part.
  - 5. Terms of that agreement.
  - 6. Evidence of a civil agreement in the making to move due to Ms. Tidwell's desire to separate.
- 2. Is holding and will not process my criminal complaint affidavit against Howard Wayne Pittman, Jr. for the retaliation and obstruction, sworn 7/29/11.
- 3. Is holding a citation he issued (# 50887) ,and will not turn into the court, with me as the defendant on a false claim of Verbal Assault by Mr. Pittman, Jr. 7/29/11, also on the tape (#28).
- 4. Makes impossible to submit criminal complaints for further obstruction, witness tampering, and eventual destruction of evidence (quit claim deed, illicit contract, other) in my computer 7/31/11.

Ms. Tidwell claims the Clerk of the Court, Jan Stieger, expedited her petition by signing it as notary, post dating the notary sworn to date to 8/1/11 on 7/29/11 prior to delivery of the 1<sup>st</sup> Notice to Vacate. Ms. Tidwell furnished me with a copy of this document 7/29/11 in presence of Lt. Bridger 7/29/11. *I have yet to scan it for faxing, but will fax as soon as possible.* The document was then filed 08/01/11

with the added line "Engagement Over" in Section 7 as other breach of contract as the only change. The petition is faulty and subject to judicial review:

- 1. Line 7: Ms. Tidwell calling off our engagement is not a breach of my agreement with her.
- 2. Line 8: reflects 1<sup>st</sup> Notice to vacate was delivered 7/27/11, but the notice was given 7/29/11. see attachment.
- 3. The Notice to Vacate does not include a reason for the petition.
- 4. The document sworn to by the clerk of the court is not the same (Line 7) as filed 8/1/11.

My co-habitation agreement with Ms. Tidwell is for her to continue paying all bills as were in existence before we met, to provide me with food, shelter, water, transportation while I finish and distribute a commercial grade software copyright <a href="www.logic-sphere.com/dealer">www.logic-sphere.com/dealer</a> of significant value, then share my substantial copyright & patent assets (<a href="www.logic-sphere.com/kim/assets.php?UR=KAH">www.logic-sphere.com/kim/assets.php?UR=KAH</a>); her home and vehicle, both with deficit values in a marriage last month with no prenuptial agreement. Our agreement included 11 other points – all 12 have happened on my end – documented by server, email, phone logs. It was during the launch of the product (appraised for \$2.25 billion) that Howard Wayne Pittman, Jr., then president of Logic-Sphere Software Development Group, found out about the case I filed with TX DFPS and began the retaliation.

Although there was a separate hearing, there is no case number for the hearing 8/12/11 on the subject of Writ of Reentry and (more important) Petition for Damages. We established there is an oral lease agreement; there was a lockout prior to filing the Petition for Eviction; I have had no relief since such lockout for food, shelter, water, etc.

## Due to these facts:

- 1. There are no human services in Forney Texas.
- 2. There is no transportation (public, or private livery) to or from Forney, TX.
- 3. There are no homeless shelters within walking distance of the Forney Sub Courthouse.
- 4. The only reason I am homeless, financially disabled, without transportation is the illegal lockout by Ms. Tidwell and Howard Wayne Pittman, Jr.
- 5. A human being can starve to death in 6-days.
- 6. Lt. Bridger will not return my evidence recordings (PDR).

And those facts only, I did not have access to come to court today and defend myself in the civil case. In other words, I am forced by the plaintiff and her associates to default on today's court appearance.

Local Ordinances allow copyright & patent authors, holders all the tools and inventory necessary to work at home under law. This is not "running a business" and not preempted by the Heartland HOA rules.

You've been lied to Judge, and I can prove it. The reason for all the action is to stop witness and testimony in the underlying case as it became evident Ms. Tidwell's daughter and son-in-law are involved after the fact, and maybe as early as June 23,2011 (before the fact). That's the only reason and also invalid to cause a lockout or cause for a legal eviction.

This is my first opportunity to write to you. I have been traveling for 4-days. I have no desire or way to reenter the property. I'll seek damages in another court. Please post this letter and the documents in the file for easy access by others. Thank you.

Respectfully written,

Kim A. Hartsock