25-589

Docket No._____

IN THE

SUPREME COURT OF THE UNITED STATES

_____

ROBERT B. MITCHELL –PETITIONER

VS.

GENERAL MOTORS, LLC, RESPONDENT

AND

LEO-UIA

COUNSEL OF RECORD –TARA BRIN MI DEPT OF ATTY. "Gen." P84520

BrinT1@michigan.gov RESPONDENT

_____/

ON PETITION FOR A WRIT OF CERTIORARI

MICHIGAN SUPREME COURT MISC# 167474

PETITION FOR WRIT OF CERTIORARI

ROBERT B. MITCHELL PRO PER Robert B Mitchell

49044 LEHR DR

MACOMB, MI, 48044

313 318-7020

QUESTIONS PRESENTED

I

DID "THE COURT" ERR IN NOT RULING THE ALJ'S DECISION WAS CONTRARY TO LAW AND THAT IT WAS NOT SUPPORTED BY COMPETENT, MATERIAL, AND SUBSTANTIAL EVIDENCE ON THE WHOLE RECORD WHEN HE JUSTIFIED GM'S AVOIDANCE TO THE AGENCY'S REQUIREMENTS TO PROVIDE FACT FINDINGS REGARDING PETITIONER'S EXIT WHICH VIOLATED HIS RIGHTS TO DUE PROCESS REGARDING WHEN GM WAS ATTRIBUTABLE TO HIS EXIT? MCL: 421.20 (a)(1)&(2); 421.32 (a-d) & 2; 421.29 (1)(a); 421.33(1); .24; & 24.306 (1) (a – f);....

II

DID "THE COURT" ERR WHEN THE ALJ PRACTICED "WILLFUL BLINDNESS" ("WB") TO AVERT OBTAINING FACTS FOR A FAIR HEARING ACCORDING TO MCL 421.33(1) AND IN VIOLATION OF MCL-SEC.24.306... WHEN HE SUBJECTIVELY ALLOWED TESTIMONY IN A MANIPULITIVE MANNER?

LIST OF ALL PARTIES

[ ] All parties appear in the caption of the case on the cover page.

[X] All parties do not appear in the caption of the case on the cover page, a list of all parties to the proceedings in the court whose judgment is the subject of this petition is as follows:

COURT OF APPEALS, STATE OF MICHIGAN: DOCKET NO. 369038 DOCKET NO. 369038

STATE OF MICHIGAN, 16th JUDICIAL CIRCUIT COURT: Case No. 2022-167-AE

STATE OF MICHIGAN UEMPLOYMENT INSURANCE APPEALS COMMISSION, STATE OF MICHIGAN UEMPLOYMENT INSURANCE APPEALS COMMISSION, APPEAL DOCKET NO. 21-032882-22-000645,

MICHIGAN OFFICE OF ADMINISTRATIVE HEARINGS AND RULES, LARA, DOCKET NO. 21-032882. CASE NO.18295773

PARTIES TO PROCEEDINGS &/OR RELATED CASES

COURT OF APPEALS, STATE OF MICHIGAN; DOCKET

NO. 369038, Robert B. Mitchell v General Motors, LLC,

Order Date: July 12, 2024

COURT OF APPEALS, STATE OF MICHIGAN; DOCKET

NO. 369038, Robert B. Mitchell v General Motors, LLC,

Order Date: May 30,2024

Robert B. Mitchell, Claimant, Appellant, vs. General Motors, LLC,

Employer, Appellee, Case No. 2022-167-AE, STATE OF MICHIGAN, 16th JUDICIAL CIRCUIT COURT: Opinion and Order Dated: June 15, 2023,

Robert BB Mitchell, Claimant, General Motors LLC, Employer, APPEAL DOCKET NO. 21-032882-22-000645, STATE OF MICHIGAN UEMPLOYMENT INSURANCE APPEALS COMMISSION, Order Dated: August 25, 2022.

Claimant: Robert BB Mitchell, Employer: General Motors LLC, DOCKET NO. 21-032882 CASE NO.18295773, MICHIGAN OFFICE OF ADMINISTRATIVE HEARINGS AND RULES, LARA, Decision Date: January 28, 2022.

TABLE OF CONTENTS

ORDERS/DECISIONS

OTHER

TABLE OF CONTENT CONT.

https://mail.google .com/mail/u/0/#inbox?

projector=1 Lexis Practice Advisor LexisNexis Reporting Employees' Criminal Activity Reporting-Employees-Criminal-Activity (1).pdf p. 7 "Potential Liability for Failure to Report and ("Willful Blindness")}" "pp." 3,11,14, 17, 22-30

Settlement of Litigation & Effects Bargaining Agreement between GM and UAW in Case No.19-cv-00420 (UAW vs GM), USDC, Northern District Of OH, Eastern Division,....Pages 18,19, 21, 25, 27, 30

PETITION FOR WRIT OF CERTIORARI

Robert B. Mitchell petitions the SCOTUS for a writ of certiorari to review the Order of the Michigan Supreme Court regarding MCL 421.29(1)(a) etc ... & "WB".

OPINIONS BELOW

The MISC.'s order dated November 22, 2024, denied the May 30, 2024's order of the Court of Appeals because the Court was not persuaded that the question presented should be reviewed by its Court, - Appendix - Page 34.

JURISDICTION

The orders of the Court of Appeals were entered May 30TH 2024 which stricken Mitchell's motion to amend the brief in support of the application due to Appellant's failure to timely pay the fee required by MCR 7.211(A)(2). Also, on July 12 2024 denying Appellant's motion for reconsideration of the Court's May 30th 2024's order. Appendix- "pp." 35 & 36. Non de novo, in a way not to "substitute its own Judgment for that of the ALJ or Commission," the Sixteenth Judicial Circuit Court's Judge

closed the case and affirmed their decisions. This petition originally postmarked Feb. 20th 2025; April 29th 2025; July 31, 2025 and again October 6, 2025 is timely filed Ruled 13.1. The SCOTUS has judicial discretion and has exercised its supervisory power to examine the Willful Blindness Doctrine and this Court has jurisdiction under 28 U.S.C. sections 1254(1).

STATEMENT: STATUTES & DOCTRINE

MCL 421.29 (1) (a)...; .33 (1) ...; .24...; & 24.306 Sec106 (1) (a – f); 421.20 (a) (1) & (2); & .32 (a) (b) (c) & (d);

The ALJ's order states, "Under MCL 421.29(1)(a) a Claimant's separation must be analyzed under the voluntary leaving provision of the Act. Mich. held that the analysis involves a two-pong inquiry: Under the first prong, it must be determined if the leave was voluntary or involuntary, if involuntary the claimant is entitled to UIA benefits. Under pong two the facts and circumstances of the case must determine whether the leaving was without good cause attributable to the employer. If the leave was

with good cause attributable to the employer the claimant is entitled to unemployment benefits."

"Under MCL 421.33(1) ... If the agency transfers a matter, ... on a redetermination, all matters pertinent to the claimant's benefit rights or to the liability of the employing unit under this act must be referred to the ALJ. The ALJ shall afford all interested parties a reasonable opportunity for a fair hearing..."

Under "**MCL.24 Cessation of employing unit as employer subject to act; termination of coverage; rescission of determination.** The liable employer must make a written application for termination of its coverage under this act, ..."

Under 24.306 Section 106 ... the court shall hold unlawful and set aside a decision or order of an agency if substantial rights of the petitioner have been prejudiced because the decision or order is any of the following: (a) In violation of the constitution or a statue. (b) In excess of the statutory authority or jurisdiction of the agency. (c) Made upon unlawful procedure resulting in material prejudice

to a party. (d) Not supported by competent, material and substantial evidence on the whole record. (e) Arbitrary, capricious or clearly an abuse or unwarranted exercise of discretion. (f) Affected by other substantial and material error of law."

Under MCL 421.20 (a) (1) & (2) Charging benefits against employer's account ..failure of employer to provide information; determination; appeal; separate determination ... when employer fails to respond with timely or adequate information...the benefits must be charged to the employer's account.

Under MCL 421.32 – **(a)** ... The claimant and other interested parties shall be promptly notified of the determination and the reason for the determination.... **(b)** "... Except for separations under section 29(1)(a) ... unless the base period employer notifies the UIA of a possible disqualifying separation within 30 days of the separation in accordance with this subsection. Charges to the employer and payments to the claimant shall be as described in section .20 (a). **(c)** An employer may designate

in writing ... to the UIA to receive any notice required to be given by the UIA to that employer in any proceeding before the UIA .... **(d)** ... If the UIA request additional ... information from an employer... and the UIA fails to receive a written response from the employer ... the UIA shall make a determination based upon the available information at the time the determination is made.

DOCTRINE - WILLFUL BLINDNESS (WB)

"{(" A person acts with willful blindness when he or she subjectively believes that there was a high probability that a particular fact exists and took deliberate actions to avoid learning of that fact." access to willful blindness https://mail.google .com/mail/u/0/#inbox?projector=1 Lexis Practice Advisor LexisNexis Reporting Employees' Criminal Activity Reporting-Employees-Criminal-Activity(1).pdf p. 7 "Potential Liability for Failure to Report and ("Willful Blindness")}"

FACTS & PROCEDUAL FINDINGS

Claimant was hired by GM on Aug. 16, 1976 with a determination of remaining employed at GM until age 70. GM"s Business Ethics affected Claimant's instantaneous (Forced) happenings/decisions which began earlier, but more specifically on 07/25/2019 when he received an indefinitely laid off notice from GM's still Opened and Operating plant in Warren, MI. GM did not impart pertinent practical information to affect claimant's decisions. Instead on Aug. 5, 2019 Claimant received an alarming deceitful and/or misinforming letter from GM ("pp." 64-66) informing him that he was being extended a regular Status job offer and he had until 3:00 pm August 9, 2019 to either accept or decline the job offer at GM's Flint, MI Assembly Plant with a report date of Aug. 12, 2019 at 7:00a.m. and if he failed to report as instructed he would be placed on a formal leave of absence without eligibility for any corporate-paid benefits, including pension accumulation, until he had sufficient seniority to be recalled to a job in the regular active work force in his

"HOME PLANT". The 16th Circuit Court's Opinion and Order's Background's Section states, that Mitchell alleges the previous statement but places a period after the word accumulation where GM has a comma and continued its letter's sentence to Claimant with, "until he had sufficient seniority to be recalled to a job in the regular active work force in his "HOME PLANT". "p.". 65. Mitchell and other employees at the Warren, MI Plant NEVER received communications from his/their employer GM that his/their home plant was closing, So, with his tenure, and GM's misinforming information, Claimant was lead to believed that he would have sufficient seniority to be recalled to a job in the regular active work force in his home plant (in Warren, MI) and that is why he went to GM's Flint, MI's assembly Plant. Oct. 28, 2019's 3 paged communication (within this case's proceedings' records) from GM informed Claimant that he was eligible to participate in a 2019 Targeted Special Attrition Program where he had to retire on or before March 1, 2020 with a lump sum cash payment of $75,000.00. On its Form A Mitchell **checked box number 1 (not box 4,** which states: ... "Voluntarily Quit GM...)

noting by checking box 1 that his retirement leave was not voluntary. On March 20, 2020 Claimant applied for unemployment benefits and on July 8, 2020 received a notice of determination that he was disqualified for benefits under the late protest 421.32a (2) that was reversed and the voluntary leaving provision protest 421.29(1) (a) which is currently On Petition for a Writ of Certiorari at SCOTUS.

GM didn't appear or give disqualifying separation information at the 01/27/2022 hearing before the ALJ despite being notified. Claimant's belief was/is that the ALJ's decision supported by and/or not persuaded that the questions presented should be review by the lower courts denying him benefits under MCL.29(1) (a) was/is contrary to case law and not supported by competent, material, and substantial evidence on the whole record because GM failed to address all redetermination matters in its "Plant Closing" case regarding Claimant's leaving GM around December 20, 2019. The "Hearing's Transcript" reveals that "WB" was exercised by the ALJ and that the "whole

record" was not considered or established. GM did not respond for good cause because GM didn't want to reveal that: (a) its letters to claimant neglected to disclose it was closing his Home Plant and when it did, it put GM in violation of the Oct. 25, 2015's Agreement with the UAW - Agreement's Doc. No. 13, "Plant Closing and Sale Moratorium "pp." 356-57; (b) it "adversely impacted" Claimant when he couldn't return to his Home Plant (c) his exit from GM ON 12-20- 2019 WAS Forced and/or attributable by GM's Business Ethics as he testified and NOT VOLUNTARY UNDER MCL 421.29 (1)(a); (d) that GM was in litigation regarding its breach of contract with the UAW; (e) its letters never mentioning closing Claimant's Home Plant were deceitful, misleading and that the neglect of vital information makes this case, like the Tomei,194 Mich App at 188 case, it too does not reflect that GM imparted pertinent, practical information affecting claimant's decisions because the decisions/ultimatums claimant was/were presented promoted nothing but "mystery and confusion" surrounding his day to day employment obligations

resulting from GM's Business Ethics (f)the Petitioner is/was ENTITLED TO UNEMPLOYMENT BENEFITS because GM's breach and ethics were attributable to his separation. GM's breach with the UAW was found to be:

"deliberate and egregious" ... awarding interest on damages where it was necessary to affect a make-whole remedy for the injured parties... "This instant case" is also caused by. (A) Access to confirming GM's breach of contract information and award damages is under: *UAW v. GM, United States District Court, Northern District of Ohio, Eastern Division.
https://uaw.org/wpcontent/uploads/2023/12/GM-UAW-Phase-II-Seminal-Awaard- Serptember-13-2023-.pdf by Dana Edward Eischen, Impartial Arbitrator.
The ALJ's January 28, 2022, Order found the Claimant to be credible regarding the late protest- Section 32(a)(2). and states on Order page 7

"... based on the Claimant's "credible testimony" that the Claimant, in fact, made a timely and good faith effort to protest within the 30-day time limit...." Yet, the

ALJ subjectively chose not to find the Petitioner credible regarding Section 29(1)(a) and states on Order page 7 & 8 that Claimant's reliance on Tomei v General Motors Corp., 194 Mich App 180 91992) is misplaced. ... and the employer did not do anything wrong in this case except present the Claimant with an option to either continue working under reasonable conditions or accept a retirement package."

And moved to disqualified him from getting unemployment benefits. The ALJ's prejudice to manipulate testimony justifying GM's avoidance of requirements to provide fact findings regarding its cause of Petitioner's forced work exit after learning "NO" he would not be returning to his Home Plant, as promised in GM's August 5th 2019 Letter ("App," "pp." 64-66) and other trajectory events caused by its Business Ethics and breach of contract with the UAW, etc.... were all crucial hindrances to the ALJ obtaining the facts needed to establish the whole record; Without the whole record and not mandating GM's testimony the ALJ still ruled in

favor of the liable employer - GM. The truth is GM did do something wrong, and it was arbitrarily decided that employees like Mitchell "are entitled to mutually satisfactory retirement MSR benefits" .... Mitchell, a credible and only witness who knew firsthand that his exit was attributable to his employer – GM: did not have a fair hearing regarding Section 29(1)(a). The ALJ: (a) steered the facilitation of the hearing getting testimony only to support his preconceived opinion (b) did not allow "his" only credible, participatory and testifying witness – Mitchell [(who testified about his adverse employment experiences/changes before and after GM closed his Home Plant] including his commute, the retirement package, his being forced into retirement knowing that he had plans to work until he was 70 years old)] to have a fair hearing (c) failed to mandate GM's critical participation "to disclose possible disqualifying separations timely and to ensure that unemployment benefits are paid appropriately." - In accordance with 421.32(b) (c) & (d) and 421. 20.. Failure of employer to provide information; determination; appeal; ... material,

and substantial evidence on the "whole record". In this case, without the "Employer's imparted pertinent, practical information" regarding its Business Ethics affecting claimant's decisions and/or GM's testimony regarding its Wrong doings in violation of its agreement with the UAW, etc., the whole record was never established and the ALJ's negative manipulation of the Petitioner's testimony preventing him from having a fair hearing, make The ALJ's decision contrary to law and it was not supported by competent, material, and substantial evidence on the whole record. Willful Blindness (WB) is a justifiable doctrine that needs to become a Statutory Law to prevent biases and/or prejudices that seriously misinform one into making decisions that blind one from knowing the Truth. Willful Blindness is used more in federal criminal prosecutions. The exposure of cases like this civil case will allow one to possess knowledge that (WB) needs to become more engrained within the civil sector. In this civil case, the ALJ manipulatory facilitated the hearing as he controlled/coerced/ and seriously exercised "WB"

throughout the entire hearing, "App." "pp." 34-60. Subjectively he was clearly interested in obtaining and viewing the Claimant's testimonies regarding his commute to Flint and then led Mitchell into the retirement package discussion/testimony ("App." Transcript pages12-19. The ALJ's exercised "WB" in order not to rule in the Claimant's favor. Based on the "claimant's credible testimony" the ALJ should have ruled for the Claimant based on his "credible testimony" which was all that the ALJ had available .32(d). "and was that separation on account of a termination, a lay off or a quit?" "It was because of a "PLANT CLOSING" & "Okay how did that job at Flint Assembly come to an end?" "I retired." & "Okay, was that voluntary?" "No, I was actually forced to retire." The ALJ then coerced him into the commute discussion (not the continue forced retirement discussion) and then moved right into the retirement package where Mitchell in one breath was told 'I don't need a ten page detailed thing still coercing and (stating Okays or Nos to mean Stop talking) "How Much?" $75,000. The coercing testimony is/was what he

used in his decision. "App.", Transcript "pp."12-19; and Mr. Wilkins' question. If you didn't retire in 2019, ... what would be the consequences of your job at GM?" Appellant answered, "Result in termination. I would have kept working if my plant hadn't closed." The claimant's testimonial statements were totally disregarded as being what they were - "FACTS;" Mitchell's Retirement was not voluntary A "PLANT CLOSING" after deceitfully being misled to Flint, MEANT that Claimant could not "be recalled to a job in the regular active workforce in your (his) home plant." "App." , GM's 08/05/2019 letter and Transcript "pp." 12 ll 4-6 & 19 ll 6-10. Was Mitchell's leaving with or without good cause attributable to his employer - GM? Exercising "WB" the ALJ denied Petitioner UI benefits under Sec 29(1)(a) because he believed that GM, Mitchell's "employer did not do anything wrong" and that his exit was voluntary and without good cause attributable to the employer. Mitchell knew that GM wronged him but the ALJ's use of "WB" deterred him from disclosing it during the hearing. GM breached its

contract with Mitchell's UAW when it closed his Home Plant. Consequently, GM's Business Ethics against Mitchell were a "good cause attributable to his employer"- GM forced him to leave GM.

REASONS FOR GRANTING THE PETITION

The questions that MISC was not persuaded to review in its Court involves the "Willful Blindness Doctrine" ("WB") which raises compelling reasons for the SCOTUS to exercise its discretion and supervisory power to examine how "WB" was exercised by the ALJ in a manner that suppressed the facts of this case. The reason relied on for the allowance of the writ is the fact that the SCOTUS (No Lower Court) has 'affirmed the validity of the doctrine in violation of the constitution in both criminal and civil cases. In instant case where the ALJ exercised "WB" concerning the aforementioned Statutes and/or Doctrine in this writ's Statement Section etc... gives "anew" grounds for the SCOTUS to provide for a different scope of review. The SCOTUS has

addressed the "WB" Doctrine in this writ's cited civil case "Global-Tech...".

.32(b) "**Except** for separations under .29(1)(a) no further reconsideration of a separation ... employer will be made unless the...employer notifies the UIA of a possible disqualifying separation within 30 days of the separation..." ".32(d) **If** the agency request information ...the employing unit has 10 calendar days ... The UIA shall make a determination based upon the available information at the time the determination is made. Mitchell's rights were prejudiced 24.306 Sec, 106 (a),(b),(e) hold it unlawful and set aside an order of an agency if substantial rights of the petitioner have been prejudiced because the order is in violation of the constitution or a statue. ALJ did not mandate information from GM and ruled, therefore that order was bias and in excess of statutory authority or jurisdiction of the agency and clearly an abuse or unwarranted exercise of discretion from an individual who is/was not a direct party within the working environment at GM. (c) Further, a hearing

exercising "WB" caused the decision to be subject to a doctrine found to be unlawful in both criminal and civil cases resulting in material prejudice to the Claimant whose rights to due process have been violated. (d) The facilitation of the hearing plagued with "WB" where the ALJ took deliberate actions to avoid learning the facts made it impossible for his decision to be supported by competent, material and substantial evidence on the whole record or for the Claimant to have a fair hearing. (c)(f) The ALJ appeared to have had a direct interest in GM with his ruling believing that GM had done NOTHING wrong when in fact other substantial material or error of law like GM breaching its contract with the Petitioner's union as arbitrarily decided (Settlement of Litigation ...) could have been GM's reason for not imparting pertinent practical information to affect claimant's decisions. It was just preconceived that because the ALJ allowed or coerced Mitchell into discussions and/or to give credible testimony regarding the retirement package and his commute that his leave was voluntary and not attributable to GM's Business Ethics. Mitchell's

Credible Testimony Was all that the ALJ had at the time that he made his subjective ruling because GM did not provide FACTUAL INFORMATION regarding the business dynamics that occurred between the employing unit GM and its employee Robert Mitchell. .32(d) Again, the ALJ should have ruled for the Claimant who protested the voluntary leave determination 29(1)(a) and provided ALL OF THE ONLY TESTIMONY AVAILIABLE when the ALJ ruled. After all it was and is his Employment Experience. Mitchell's leave was not voluntary.

Truly, the ALJ's Blatant use of "WB" and/or his "Claim of Plausibility Deniability is unshielded within the pages of the Hearing's Transcript which supported him from addressing ALL matters pertinent to the Petitioner's benefit rights. The SCOTUS's judicial discretion and supervisor powers for this compelling issue under review will provide for new case law as warranted.

"GM: Global-Tech Appliances, Inc. v. SEB S.A. Supreme Court Decision, %.31, 2011. GlobalTech's strategy of seeking a patent opinion from a lawyer

without identifying the company whose appliance Global Tech copied was believed to have been withheld for nothing other than to manufacture a claim of plausible deniability in the event that his company was later accused of patent infringement."

Preventing evidence other than commute, retirement package and package's amount $75 thousand, the ALJ steered Mitchell into withholding evidence regarding being forced into GM's managerial subtle direct and/or indirect ultimatums they called options/offers. He also disallowed testimony regarding GM's Letters. Appendix Transcript "pp." 17 & 18 The ALJ stated, "I don't – I don't have access to the unemployment file. I don't work for the Unemployment Agency. Contradictory was the fact that during both sections of the hearing like Transcript "pp." 6-10 the ALJ Markey appeared to have had a file/record because he was able to make statements like,

"...According to the Agency... there is a late protest issue and the disqualification issue... There's a number

on the bottom of the protest here that looks like 1-586-566-0960;" which was the correct number etc....Thus, the 32-page Transcript produces evidence throughout to support that the ALJ subjectively knew and believed that there was/is a high probability that sound facts existed, and he deliberately took actions to avoid obtaining or learning of those facts.

The ALJ exercised "Willful Blindness" (a Doctrine NEEDING TO BECOME a Federal Statute) in deciding the voluntariness of Mitchell's early leave from GM resulting from GM's breach of its 10/25/2015 Doc. No.13 Agreement with the UAW as well as GM's **trajectory events** all attributed to (including closing Mitchell's Home Plant and a Mutualism Type Retirement Payment) Mitchell**'s forced** early retirement. *UAW v. GM. U. S. District Court, Northern District of Ohio, Eastern Division

Obtaining ALL records, can also give Petitioner surety that the whole record is attainable for a restart of this case and of the need of new case law regarding civil "WB" that should be made law.

Conclusion

This case sets precedence for ALL civil matters when Authorities conform to "WB" and are allowed to (and Don't) make determinations based upon the available information at the time of the determination .32 (d) when "WB" give them the power to: take deliberate actions to avoid learning of the facts; be in excess of the statutory authority; facilitate/produce unlawful proceedings and/or procedures; manipulate testimony in order to support preconceived outcomes; exclude vital fact findings or information; rule in favor of parties whose records does not reflect "imparted pertinent, practical information affecting claimant's decision"; not be impartial and to establish relationships making it challenging for them to be impartial etc...; all resulting in prejudiced and decisions that are contrary to law and not supported by competent, material, and substantial evidence on the whole record. Petitioner Prays that the SCOTUS requests and obtains GM's written letters, {that Never disclosed its closing of Claimant's Home

Plant (that he was unable to return to with his seniority) Information of its breach of contract with the UAW for greed} the lower courts' orders etc... and this entire Transcript, (some of which are referred to as **Appendix** in this Petition For Writ Of Certiorari) because too few Vital pages are referenced in the writ to disclose how "WB" controlled the ALJ's bias reasoning and prompted his Order's outcome.

The petition for a writ of certiorari should be granted.

Respectfully submitted,

Robert B Mitchell 04/25/25, 07/28/25 and Oct. 6, 2025

Robert B. Mitchell Robert B Mitchell