April 21, 2015

CONSTRUCTIVE NOTICE

IF THIS AFFIDAVIT IS NOT PROPERLY REBUTTED WITH A COUNTER-AFFIDAVIT WITHIN FORTY FIVE (45) DAYS FROM THE DATE OF ITS MAILING, ALL PARAGRAPHS NOT DENIED SHALL BE CONFESSED AFFIRMED, BY SUCH DEFAULT, AND SHALL BE ACCEPTED AS DISPOSITIVE, CONCLUSIVE FACTS, BY THE COMMUNITY FOUNDATION OF FREDERICK COUNTY (CFFC). WHEREIN THE CHAIRWOMAN OF THE BOARD, ALL BOARD MEMBERS, THE PRESIDENT AND DIRECTOR OF DONOR SERVICES OF CFFC AND THEIR EMPLOYEES OR ANY PROPERLY DELEGATED AUTHORITY HAVE BEEN GIVEN NOTICE AND HAD THE OPPORTUNITY AND “FAILED TO PLEAD.” ALL COUNTER-AFFIDAVITS MUST BE SIGNED WITH THE VALID LEGAL NAME OF THE RESPONDENT. FICTITIOUS OR INCOMPLETE NAMES OF RESPONDENTS, OR THOSE NOT CONTAINING COMPLETE LEGAL FIRST, MIDDLE, AND LAST NAMES, EMPLOYEE NUMBER, AND PHOTOCOPY OF DRIVER’S LICENSE, SHALL NOT CONSTITUTE A VALID RESPONSE BECAUSE IT IS CONSIDERED NOT PROPERLY AUTHENTICATED.

Affiant: John Hnatio

This Affidavit and all referenced documents have been made a part of the Public Record and will be used for evidence in the administrative and judicial proceedings at law, or equity regarding this case. All of these documents are maintained in Affiant’s Administrative File. This affidavit and exhibits are publicly posted on the John Galt Program of Investigative Studies web site at (<http://jgpis.org/>) for further public notice and to provide CFFC with the opportunity to rebut each of the claims appearing below.

 Affidavit of Truth

1. CFFC is a grant funding authority operating under the IRS tax code under employer identification number EIN 52-1488711. [EXHIBIT]
2. The United States administers the tax code which is valid in the United States and its territories.
3. The CFFC, as a grant funding organization, is subject to IRS statutes, codes and laws under the jurisdiction of the United States of America.
4. The CFFC is a grant funding authority registered in the State of Maryland to engage in the solicitation of monies and the awarding of grants. [EXHIBIT]
5. The CFFC is headquartered in Frederick, Maryland, in the United States of America, and is subject to the Uniform Commercial Code for a remedy in commerce.
6. On January 9, 2015, JOHN HNATIO wrote an e-mail to Tonyia Miller, Executive Assistant, CFFC, inquiring about the availability of grant funding for a school safety project. [EXHIBIT]
7. JOHN HNATIO was not copied on the e-mail. Unbeknownst to Affiant, on January 12, 2015, Ms. Gayle Sutch, Director of Donor Services, CFFC wrote the unsolicited e-mail to Ms. Ann Bonitatibus, Chief Operating Officer of the Frederick County Public School System (FCPS). [EXHIBIT]
8. The January 12, 2015, unsolicited e-mail to Ms. Bonitatibus states, “We have pretty good instincts about inquiries [like JOHN HNATIO’s] and this one raised a lot of red flags (aside for the typos in the email).”
9. Ms. Sutch’s January 12, 2015, e-mail to Ms. Bonitatibus also states, “This person [JOHN HNATIO] also left a voice mail for me and in the voicemail implied that they are currently working with FCPS on school safety training for staff. The email does not imply this…”
10. On February 25, 2015, JOHN HNATIO met with FCPS employees, Messrs. Cornwell and Mr. Seymour.
11. During that meeting Mr. Cornwell brought up an e-mail he received and asked JOHN HNATIO why he was claiming that he was working with FCPS when this was not true.
12. On February 26, 2015, JOHN HNATIO wrote an e-mail to Ms. Betsy Day, President of CFFC, requesting a copy of an e-mail possibly referenced by Mr. Cornwell during the meeting with HNATIO on February 25, 2015. [EXHIBIT]
13. On February 26, 2015, Ms. Betsy Day, President of CFFC responded to HNATIO, “I have done some checking, and there has been no email correspondence between our office and Cliff Cornwell.” [EXHIBIT]
14. In a March 3, 2015, e-mail to JOHN HNATIO Mr. Cornwell confirmed, “…as I said in our conversations [we received an e-mail], check [ing] to see if we (FCPS) were working with your organization and references a voice mail from you implying we were.” [EXHIBIT]
15. On March 16, 2015, FCPS provided JOHN HNATIO with a copy of Ms. Gayle Sutch’s, Director of Donor Services, CFFC, e-mail to Ms. Ann Bonitatibus, Chief Operating Officer of FCPS dated

January 12, 2015.

1. On March 18, 2015, JOHN HNATIO wrote an e-mail to Ms. Betsy Day, President, CFFC, requesting a copy of the voice mail tape where HNATIO allegedly implied that he had a business relationship with FCPS and cautioning against the spoliation of evidence by destroying the taped voicemail. Ms. Day did not respond. [EXHIBIT]
2. In the same e-mail of March 18, 2015, JOHN HNATIO asked for a list and description of each of the “red flags” referred to by the Community Foundation of Frederick County in their January 12, 2015, e-mail to FCPS. Ms. Day did not respond.
3. On March 18, 2015, JOHN HNATIO received a letter from the law firm Ethridge, Quinn, McAuliffe, Rowan and Hartinger signed by Mr. Jack Quinn, Esq., stating, “The undersigned represents the Community Foundation. I've reviewed your communications, and your accusations and threats are baseless and quite frankly silly… Your threatening communications will no longer be tolerated… the Foundation will no longer engage in further dialogue regarding the events described in your recent emails.” [EXHIBIT]
4. On March 18, 2015, JOHN HNATIO wrote a letter to Mr. Jack Quinn, Esq. suggesting that CFFC write a letter of apology that HNATIO could publish to undo some of the damage done by CFFC to his reputation. Mr. Quinn did not respond. [EXHIBIT]
5. On March 23, 2015, JOHN HNATIO wrote a letter to Ms. Betsy Day, President, CFFC requesting an apology that HNATIO could publish to undo some of the damage done to his reputation by CFFC. Ms. Day did not respond. [EXHIBIT]
6. On March 29, 2015, JOHN HNATIO wrote separate letters to Ms. Cynthia Palmer, Chairwoman and all other members of the CFFC Board of Directors requesting an apology that HNATIO could publish to undo some of the damage done to his reputation by CFFC. Neither Ms. Palmer nor any other member of the CFFC Board responded. [EXHIBIT]
7. On March 30, 2015, JOHN HNATIO received an e-mail from Ms. Cynthia Palmer Chairwoman of the Board of Directors stating, “For the sake of efficiency and consolidating our efforts, it is best that all correspondence regarding the Community Foundation is handled by and through Mr. Quinn’s office.” [EXHIBIT]

John Hnatio Contends that the Following Laws and Case law Apply to the matter of *John Hnatio versus the CFFC*:

1. Md. COURTS AND JUDICIAL PROCEEDINGS Code Ann. § 5-105. Assault, libel, or slander.
2. Offen v. Brenner, 402 Md. 191, 935 A.2d 719 (2007), quoting Smith v. Danielczyk, 400 Md. 98, 115, 928 A.2d 795, 805 (2007).
3. M & S Furniture v. De Bartolo Corp., 249 Md. 540, 544, 241 A.2d 126, 128 (1968).
4. A. S. Abell Co. v. Barnes, 258 Md. 56 (1970).
5. David C. Davidson v. Seneca Crossing Section II Homeowner’s Association, Inc., et al.
6. Baron Fin. Corp. v. Natanzon, 471 F.Supp.2d 535, 546 (D.Md.2006) (citing Maryland law).

Damages: John Hnatio is seeking total damages of 2 million dollars. These damages arise from the fact that HNATIO was personally and professionally injured as the result of CFFC’s failure to conduct due diligence of HNATIO’s credibility and by sending an unsolicited e-mail that raised questions about the credibility of HNATIO in the minds of FCPS officials. CFFC has forever injured the personal and professional reputation of HNATIO by tarnishing his integrity and by refusing to issue an apology that would counteract the possible loss of future work by HNATIO. The actions of CFFC have also created extreme emotional distress for HNATIO. Fair compensation damages for the immediate and necessary consequences of CFFC actions are \_\_\_\_\_\_. In addition JOHN HNATIO requests \_\_\_\_\_\_ in punitive damages from CFFC for forever injuring the personal and professional reputation of HNATIO by refusing to issue a public apology. [EXHIBIT]

Severability: If one or more provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a qualified court finds one or more provisions of this Agreement is invalid or unenforceable, but that by limiting such provision(s) it would become valid or enforceable, such provision(s) shall be deemed to be written, construed, and enforced as so limited. In the event that such a finding and limitation causes damages or hardship to either Party, the Agreement shall be amended in a lawful manner to make all Parties whole.

Waiver of Contractual Right: The failure of either Party to enforce one or more provisions of this Agreement shall not be construed as a waiver or limitation of that Party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement. Secured Party shall not be deemed to have waived rights under this Agreement unless such waiver is given in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising a right shall operate as a waiver of such right or any other right. A waiver by Secure Party of a provision of this Agreement shall not prejudice or constitute a waiver of the Secured Party’s right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Secured Party, nor any course of dealing between Secured Party and Debtor shall constitute a waiver of Secured Party’s rights or of Debtor’s obligation under this Agreement as to future transactions. Whenever the consent of the Secured Party is required under this Agreement, the granting of such consent by Secured Party in one instance shall not constitute consent over the whole.

Ambiguities and Interpretation: Each Party acknowledges receipt of this Agreement and has had the opportunity to have counsel review it, and that any rule of construction claiming ambiguities are to be resolved against the drafting Party, shall not apply in the interpretation of this Agreement or its amendments.

Authority to Represent: A signer of this Agreement on behalf of a legal entity certified that he has the authority to sign this Agreement and that this transaction has been duly authorized by such entity.

Submitted by John Hnatio without prejudice.

John Hnatio

County of: Frederick

State of: Maryland

Notary Signature