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DAVID E. GHANNAM david@ghannam.us member of michigan and florida bars

February 13, 2017

Mrs. Nancy Bouchard Mr. Mario Bouchard 22351 Columbia Street Dearborn, MI 48124

### Subject: Proper Issuance of Auto Repair Expense Payment to Mr. Paul V. Sheridan

# Reference 1:Letter to You from Attorney Bryan Yaldou of November 18, 2016Reference 2:Letter to You from Attorney Bryan Yaldou of December 6, 2016

Dear Mrs. Nancy Bouchard and Mr. Mario Bouchard:

It has come to the attention of this law firm that you are in receipt of References 1 and 2. In both letters it was requested that you issue a payment to the law firm in the amount of \$282.34, which you have owed to Mr. Sheridan, now, for over <u>eighteen months</u>. Despite knowing of his legal representation, you circumvented proper legal channels, making direct contact with our client. Instead of issuing a payment to the law firm, as required, you orchestrated a check, issued by an unrelated third party that included verbiage which essentially bribed Mr. Sheridan. The details of this breach of protocol are discussed in the 'Background – Part 7' section below.

Given your ongoing behavior, and to ensure that the true record is clear, Mr. Sheridan has provided me certain details on the following relevant 'Background' items. These items are based on his direct experience, direct witnessing, one-on-one interviews, and extensive documentation.

### **Background – Part 1**

The debt of \$282.34, for expenses-only, was incurred in July 2015 as a result of Mr. Sheridan's offer to repair an automotive alternator that you had asserted was defective. Over a period of five days, Mr. Sheridan not only replaced the alternator but, due to your lack of care and competence, and due to its poor condition; he was compelled to repair many additional items on the 2005 Volkswagen, driven by your daughter Ms. Dayna Bouchard. This extra effort was necessary in order to return the vehicle to her in a <u>safe</u> working order. True to his character, Mr. Sheridan was in constant email contact with you; apprising you of the poor condition of the vehicle, the repair progress, and further repair needs (Attachment 1).

Upon return from your one-week trip (to Connecticut) on Saturday July 11, 2015, you found a box on your kitchen table which included all Volkswagen spare and repair items, two CDs containing detailed photographs of his repair efforts, and a polite billing from Mr. Sheridan.

On Monday morning, July 13, 2015, Mr. Sheridan responded to his front door bell, which was being rung by your daughter, Ms. Dayna Bouchard. Rather than offering the expected payment for the repair of her 2005 Volkswagen, she was instead requesting return of the keys to the Family Electric commercial van which you had been illegally parking in the City easement:

As you are aware, and as described in paragraph 5 of Reference 1, you had personally given those keys to Mr. Sheridan, and requested that he move the van. You were anticipating that routine police patrols would result in re-ticketing.

### **Background – Part 2**

Mr. Sheridan asserts that you never offered the time, the courtesy or the care to review the cd, which contained numerous photographs that he had taken of your daughter's Volkswagen, while he performed as many repairs as possible.

In fact, on or about July 23, 2015, Mr. Sheridan hosted you in his home office, wherein he reviewed with you those cd photographs. During this short session, recognizing the shabby condition of the Volkswagen, you made the following slanderous outburst:

# That (explicative), I gave him the car to look it over before I bought it, and that (explicative) gave it a 'clean bill of health'."

The person(s) you were referring to was then identified (by you) as the owner and mechanics at the Dearborn Total Automotive group on Van Born Road in Dearborn Heights, Michigan:



Shortly thereafter, Mr. Sheridan personally interviewed the owner and at least two mechanics of this auto service business. All were utterly flabbergasted with your claim, and all emphatically denied that any member of their business had inspected your daughter's Volkswagen **prior** to your purchase. All went into detail, including a review with Mr. Sheridan of repair type and frequency, as well as the extensive repairs made necessary to the front of the Volkswagen after a major non-injury accident.

Mr. Sheridan believes that your outburst regarding the personnel of the Dearborn Total Automotive group is just another example of your penchant for slandering people. A <u>small</u> sampling of the repair photographs that Mr. Sheridan took of the Volkswagen can be found on Attachment 2.

After review of the photographs in his home, Mr. Sheridan advised you that the VW should be scrapped due to its unreliable and dangerous condition. Instead of heeding his expert advice, not only did you fail to scrap it but attempted to sell it, and in a show of apparent vindictiveness, you began parking the Volkswagen, not in front of your house, but in front of Mr. Sheridan's house at 22357 Columbia Street:



### Background – Part 3 – Prior Reimbursement Abuses

To provide context, Mr. Sheridan has detailed the following history; one among many he has endured.

Prior to his repair of your daughter's Volkswagen, once again at your request, Mr. Sheridan had been regularly maintaining the following grounds-keeping equipment:

### lawn mower(s) snow blower lawn edger

During and since this generous repair performed by our client, you have enjoyed the resulting enhanced performance of these four pieces of equipment. During this time, once again, he only requested that you reimburse the cost of parts-only. He charged you nothing for his good work.

During this maintenance (which greatly improved the reliability, appearance and safety of this equipment) he accrued a total billing of \$58.70. He gave you <u>several</u> polite notes requesting reimbursement, as well as several polite voiced reminders. Did you pay him within 14 hours? Or perhaps 14 days?

As you are both aware, it was only by happenstance that he was reimbursed at all. When he asked Mrs. Bouchard to remind Mr. Bouchard of the \$58.70 debt, she handed Mr. Sheridan \$60.00:

That payment took place a full **FOURTEEN MONTHS** after his polite memos.

This is just a portion of the historical context of ill treatment you have rendered against our client. During <u>and since that time</u> you have benefitted from his well-known technical skills; routinely using these three pieces of equipment without issue.

### **Background – Part 4 – Openly Libelous Accusation**

In your secret submission to Dearborn City Council of January 20, 2016, a document you hoped would never be discovered by your neighbor of 28 years, you made the following libelous claim:

We do however; have a neighbor that we believe may be the one reporting the complaints. He has a history of having issues with the neighbors around him for years

<u>Attachment 3</u> is the listing of signatures of neighbors that you solicited in support of your knowingly false submission to Dearborn City Council. Mr. Sheridan has interviewed these neighbors and can state the following:

- 1. A majority these neighbors have confirmed that you made slanderous accusations against our client similar to that found under 'Background Part 4' above.
- 2. Some of these neighbors have never met Mr. Sheridan, and have never had any "issues" with him of any kind.
- 3. Those neighbors that do know him had nothing but complimentary remarks regarding his person, with the most negative comment being, "*He's so quiet, we never know if he's home or not*!"
- 4. All of the neighbors interviewed stated that you had made one or both of the following false claims: a) that you are a licensed electrician, b) that you are on emergency 24-hour call as part of your employment routine.

Item 4 is was claimed in writing or intimated by word during your official representations to a government body: The City of Dearborn. But Item 4 is especially egregious since, as you are fully aware, your prior and current employers have never elevated you to such status. In fact, in their submission to the City your former employer offered no connection whatsoever between your claims (to the City, neighbors and third parties) and the requirements for a commercial vehicle parking waiver. That former employer openly stated:

PART OF HIS COMPENSATION PACKAGE IS A COMPANY TRUCK TO DRIVE TO AND FROM HIS HOME,

In truth, your submissions to the City are an attempt to ameliorate a personal financial situation, with which the City, neighbors, third parties, and Mr. Sheridan have had no involvement. Your motivation was to use the employer's commercial vehicle as a commuter vehicle. But, in your secret submission of January 20, 2016 you stated the following diversion:

Losing this vehicle will also cause me and my family financial hardship.

As you are fully aware, your then-existing financial situation and your spending habits are not relevant to the City requirements of a commercial vehicle waiver, especially those stated by the Dearborn Police Department Traffic Safety Bureau (TSB).

Your personal spending habits are unabated. Although you did not disclose this fact to the City, during the time of your *"financial hardship*" claims, you acquired a <u>brand new</u> Ford Focus (Attachment 4).

### Background - Part 5 - Reason #1 for Avoiding Solicitation of Required Waiver Approval

In your secret submission to Dearborn City Council of January 20, 2016 (Attachment 5), you submitted the following utterly absurd diversionary fabrication:

We do however; have a neighbor that we believe may be the one reporting the complaints. He has a history of having issues with the neighbors around him for years and he is the neighbor we share the alley with. We have tried to be friendly and on many occasions were, as was he. In the past he and we have even considered buying the alley from the city and we have shared common ground on a few other issues as well. But over the years our relationships has been a bumpy road of sorts. On public service days, when we have to park our vehicles in the alley behind our property overnight, he has mentioned being temporarily inconvenienced, although he can still come and go with ease. We are certainly not sure of this and don't want to be the cause of any insult or slander but it just seems oddly coincidental and as a result did not ask his signature on the petition because we didn't want to take a chance and upset him further.

As you are fully aware, at no time *"on public service days"* has Mr. Sheridan *"mentioned being temporarily inconvenienced."* This fabrication slanders Mr. Sheridan, portraying him as an unreasonable and unreasoning neighbor. Mr. Sheridan would never lodge such a ludicrous impractical complaint.

But more importantly, and more relevantly, the diversionary character of your secret submission is borne by the facts surrounding your threatening and violent behavior of July 30, 2015. Well-known to both of you, it was your unprovoked acts of that day that forever obviated your relationship with a fine neighbor of over twenty-seven years. You launched into unbridled yelling and screaming across the fence at Mr. Sheridan, over what amounts to proverbial *nickels & dimes*:

Apparently you had made the unilateral decision that if Mr. Sheridan is unwilling to serve as your personal banker, then he must therefore simultaneously be *"the one reporting the complaints."* 

As City officials have already confirmed, at no time **prior** to learning of your secret libelous submission to City Council did Mr. Sheridan make any complaints about your illegal parking of commercial vehicles on City property. In fact, it was after the City of Dearborn Legal Department received and reviewed your secret submission to City Council; a submission you did not anticipate Mr. Sheridan would acquire, that the Dearborn Police Department searched for neighbor complaints received during 2015. Contrary to your libelous accusation, there is no record of Mr. Sheridan *"reporting the complaints"* (Attachment 5).

On the other hand, your duplicitous character is borne by the portent of paragraph 5 of Reference 1:

5. Also, as you are fully aware, you personally gave Mr. Sheridan access to the keys for the large employer work van that you had been illegally parking in the City easement. While you were out-of-town during July 2015, you requested that Mr. Sheridan move the van anticipating that routine police patrols resulted in re-ticketing. Although you never disclosed this truth to your former employer, this fact is known to several neighbors, as well as staff at the Image Hair Salon (See top photo, Attachment 2).

So, on the one hand, when it serves your agenda, Mr. Sheridan is expected to provide (illegal) valet services, but when otherwise he is libeled as the person "reporting the complaints"?

Attachment 6 describes and documents your actions of July 30, 2015; one of the *true* reasons that you *"did not ask his signature on the petition* (sic)." <sup>1</sup>

### Background – Part 6 – Reason #2 for Avoiding Solicitation of Required Waiver Approval

An additional reason that you avoided asking Mr. Sheridan for the required neighbor approval involved your knowledge of his personal and professional integrity. In this context you were fully aware that he would not participate in your scheme to deceive Dearborn City Council regarding your claim of being a licensed electrician, and your claim of being on 24-hour emergency call. You were aware that he would not sign any official documents, destined for the public files of a government body,that contained any conscious falsehoods. Aware of his integrity, and his direct knowledge of your true licensing and employment status, you were compelled to mislead City officials as described in Part 5 above.

### **Background – Part 7 – Recent Developments and Ongoing Slanderous Abuse**

It has come to the attention of this law firm that you announced receipt of Reference 2, during regular business hours, at the Image Hair Salon. Once again, you are involving people that have no connection to the neighborhood issues that you have created. You also <u>once again</u> made slanderous statements against Mr. Sheridan, regarding his motivations and person; this time with words very similar to:

### "Well, as we expected he (Mr. Paul Sheridan) didn't accept the check ...."

These and other disparaging comments were directed at the salon co-proprietor Ms. Devon Maloney and her employee Mr. Daniel Dykas. Other employees, as well as patrons, were present during and after these and related slanderous comments were circulated about our client.

Mr. Sheridan is confident that you failed to describe to these Image Hair Salon employees the details of why he was advised, by his prior legal counsel, to once again reject your check.

Specifically, despite knowing that he was represented by legal counsel, you purposely circumvented proper legal channels, making direct contact with our client. Instead of issuing a payment to the law firm, as required, you orchestrated a check, issued by an unrelated third party that included verbiage which essentially attempted to bribe Mr. Sheridan:

ENDORSE CHECK HERE 00-53-3364B 11-2010 PAYMENT IN FUILIN COMPLETE RE -LEASE, OF ALL CLAIMS FOR ATTORNEY BRYAN YALDOU LETTER DATED NOU. 18, 2016

<sup>&</sup>lt;sup>1</sup> For the record, there is no "Monday Aug. 2" in calendar year 2015 (See second page of instant Attachment 6.)

You are fully aware of the upcoming lawsuits of slander and libel against you. In this context, as shown on the screenshot of the check that you had a unrelated third party forward to our client, you attempted to circumvent the libel issue as well by bribing Mr. Sheridan . . . <u>WITH MONEY THAT YOU OWE</u> <u>HIM</u>.

### **Final Notice**

You are hereby directed to issue to this law firm, payable to Mr. Paul V. Sheridan, payment of the outstanding debt, of eighteen months, in the amount of \$282.34.

If this payment is not received within 7 business days subsequent to your receipt of this letter, an <u>additional</u> legal action will be taken against you.

This is an attempt to collect a debt. Any information received will be used for collection purposes.

DAVID E GHANNAM, PC

Resuir & Sturman

BY: DAVID E GHANNAM

Attachments

From: Sent: To: Subject: Nancy Fancy pants <Nmbouch@yahoo.com> Wednesday, July 08, 2015 9:13 PM Paul V. Sheridan Re: VW Oil

Attachment 1

Wow! Thank you very much. The ignition coil was replaced but they bought junk yard parts I believe. We'll have that to look forward to.

Sent from my iPhone

On Jul 8, 2015, at 9:03 PM, Paul V. Sheridan <<u>pvsheridan@wowway.com</u>> wrote:

It's in, works fine (new alt, new tensioner and new belt):

http://pvsheridan.com/DSCN0931.JPG

I took a zillion photos, here's more:

Rotated tires:

http://pvsheridan.com/DSCN0907.JPG

Fixed muffler rattle:

http://pvsheridan.com/DSCN0917.JPG

New air filter

http://pvsheridan.com/DSCN0930.JPG

Changed oil and filter as well ...

http://pvsheridan.com/DSCN0928.JPG

The ignition coil is going bad ... tower three intermittent on coil pack causes periodic misfire in cylinder #3... there was a recall on these ages ago, but this one looks original (never got updated). These are ~100 at Rock. Will fail eventually ... (Sorry  $\otimes$ )

From: Nancy Fancy pants [mailto:Nmbouch@yahoo.com] Sent: Sunday, July 05, 2015 10:10 PM To: Paul V. Sheridan Subject: Re: VW Oil

Hi, yes we're having a wonderful time so far. Mario said he hasn't changed the oil. Thanks.

Sent from my iPhone

On Jul 5, 2015, at 9:30 PM, Paul V. Sheridan <<u>pvsheridan@wowway.com</u>> wrote:

Nancy:

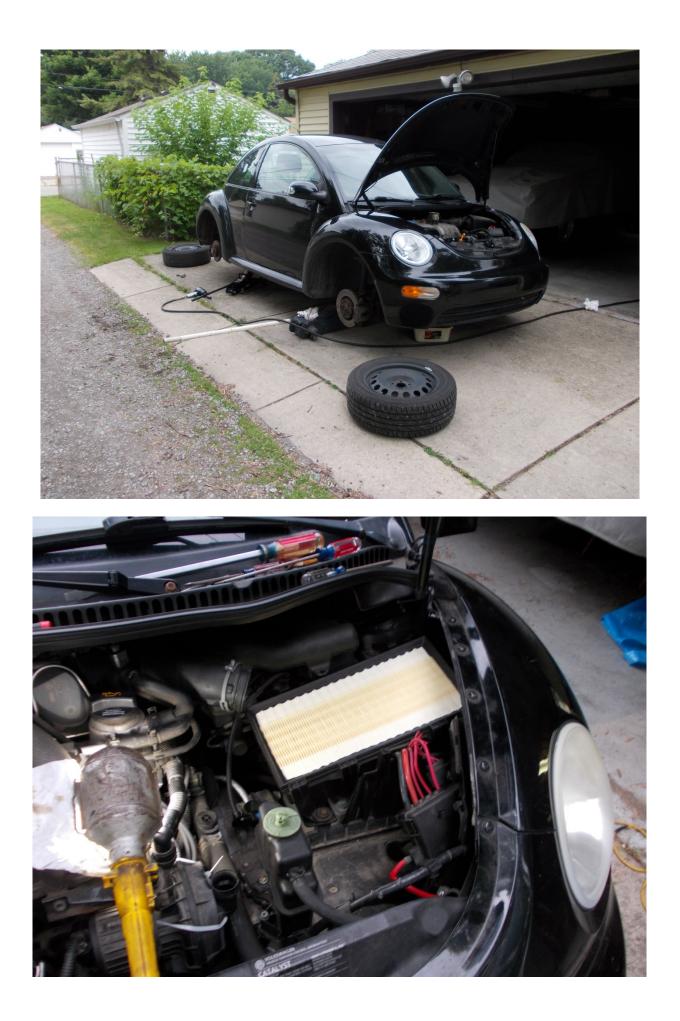
Just in case you check your email while enjoying the Connect-tie-Cut . . . ask Dana or Mario how many times they have changed the oil on the VW since purchase . . .

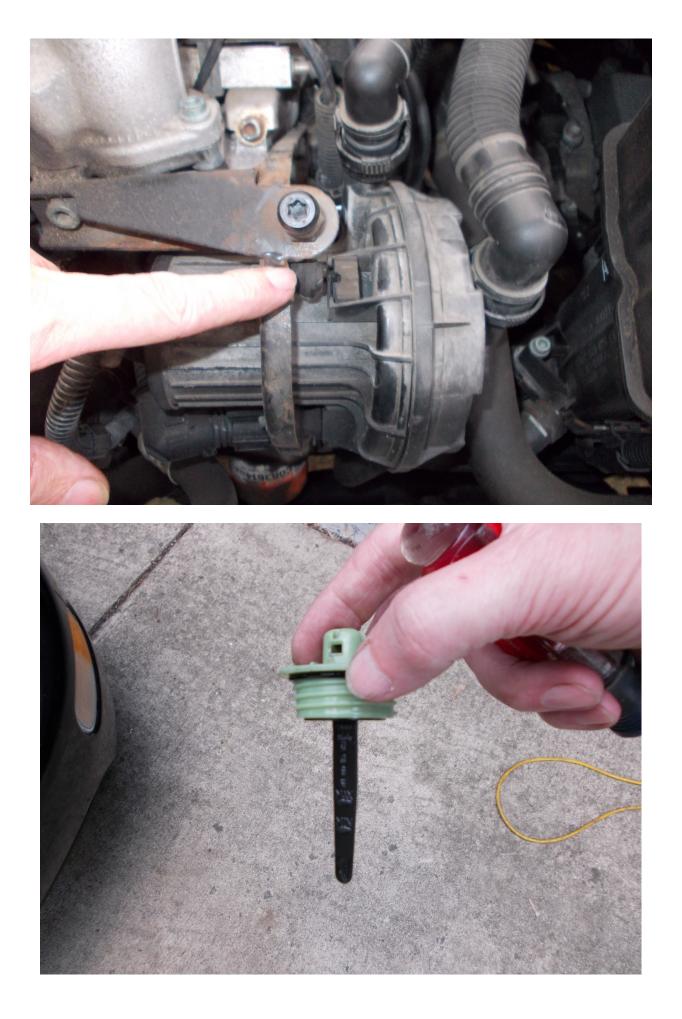
Paul

## Attachment 1





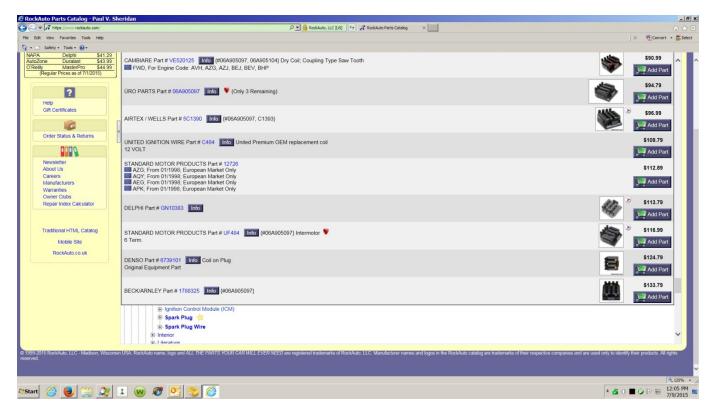












### **PETITION**

TO: City Council City of Dearborn Dearborn, MI Representative: Mario Bouchard

Address: 22351 Columbia St.

Phone Number: '

We the undersigned property owners respectfully petition your Honorable Body as follows:

To allow Mario Bouchard to park his work van in the alley behind his garage

Reason for Request: parking exemption permit

Name	Address	Date
Durren Berry	20343Columbiast	12-3-2015
	22329 Columbia	
Janice Kibit	22329 Columbia	12-3-2015
JERRY A. OLSON	22325 COLUMBIA	12-3-2015
Maryi. Olison	22325 ( ilimbric	1.2-3-2015
KYLE CARUSO	22372 Oxford ST.	12-3-2015
Rhonda Luca	22340 DxfirdSt	12-3-2015
- June Voerste	22332 Oxfords	. 12-3-15
Brenda Butik	- 22341 OXFORD	12-3-15
And Miles	22347 OXFORDST	12-3-13
Monica RJohn	223470xford	12-3-15

2 Donce Hay	32361 DAVER	12-3-15
Scrahilloir	22362 Uxford	1-2/3/15
DANIEL J-DAMON	22405 COLUMBIA	12-03-15
DixuBamo Trep Aire	22335 Columbia	12.3.15
Trepance	22715 Color61A	12/3/15
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Discussed in 'Background – Part 4' atop page 5 of the cover letter.

Mario Bouchard 22351 Columbia Street Dearborn, MI 48124 313-274-3979 313-657-2064

COUNCIL OFC, 253PN2015PM3.2158

City Council Member Board 16901 Michigan Ave. Suite 10 Dearborn, Michigan 48126

January 20, 2016

Re: Appeal for alley parking exemption request/possible amendment for city ordinance sec. 18-356

Members of city council;

I am respectfully requesting to appear before the board and appeal a recent decision by Traffic /Safety Commission to deny a 24 hour parking permit for my work van to be parked in the alley behind my garage.

We have lived at this address since 1988, 15 years of which I have worked as a licensed electrician. For much of this time I have parked either a company van or a company step van in this exact spot without issue. This vehicle is absolutely critical to my livelihood and a highly valued compensation from my employer. It is a new 2015 van that is not unsightly in any way. Without the 24 hour availability of this vehicle I would no longer have transportation to and from Madison Heights, where I work. It is impossible to predict how often I get emergency calls or when. Having my work vehicle located miles away would hinder my response time to those who need these services.

Losing this vehicle will also cause me and my family financial hardship. We are not in a position to afford any additional vehicles and this company van also allows me to carry the necessary tools, equipment and bulky supplies required to perform my trade. Losing the van could potentially mean losing my job. The van is parked at the inside dead end of the alley directly behind my property and has never been in the way of alley maintenance nor has it ever prevented my neighbor from accessing his driveway.

We have always been very diligent on keeping the alley clear of leaves, cutting the grass and picking up trash that is dropped from time to time and packing down the snow. Although we live at the inside dead end of the alley, we maintain the entire alley as none of the other neighbors that boarder it take care of it. We care for it as we do our own property.

In 2004-5 my wife spoke with then Mayor Giudo who assured us that our vehicles both personal and work related would be allowed to park in the alley without offence. Well, that was obviously years ago yet we have never had an issue until recently.

We just want to continue living and working as usual. We've received several warnings and a couple of tickets prior to finding a very temporary place to relocate the work van and we don't see a permanent solution other than receiving the variance being requested by this letter.

Every officer that came out to mention the ordinance agreed it was outdated and many of the neighbors that signed my petition were also surprised how much effort the city was putting into removing my van which was not at issue with any of them. After being told by officers that came out that there were several complaints, we find it difficult to understand this since every one of our neighbors wasn't bothered by the van being in the alley and they understood its presence there.

We do however; have a neighbor that we believe may be the one reporting the complaints. He has a history of having issues with the neighbors around him for years and he is the neighbor we share the alley with. We have tried to be friendly and on many occasions were, as was he. In the past he and we have even considered buying the alley from the city and we have shared common ground on a few other issues as well. But over the years our relationships has been a bumpy road of sorts. On public service days, when we have to park our vehicles in the alley behind our property overnight, he has mentioned being temporarily inconvenienced, although he can still come and go with ease. We are certainly not sure of this and don't want to be the cause of any insult or slander but it just seems oddly coincidental and as a result did not ask his signature on the petition because we didn't want to take a chance and upset him further.

We were eventually referred to Sgt. Steve White who told us "to do what we had to do and if we had any trouble to see him", but we hate to continue to involve him as we are sure he has many more important things to do. We tried covering the van with a tarp to hide the work related writing but were still asked to remove it from the alley.

Since our house and garage were built in 1942, the dimensions of the garage door will not allow for me to park my work van inside.

Please look into my request and find it in your heart to allow the permanent exemption for parking my work van in the alley. I have included all the required documentation to support my request and look forward to attending a hearing or providing whatever is additionally required regarding this matter.

Thank you for your time and consideration.

Respectfully,

**Mario Bouchard** 

# **ATTACHMENT 6**

This attachment describes the true reason the Bouchards did not solicit (as required under the TSB) the commercial vehicle parking waiver <u>approval</u> of Mr. Sheridan, their next door neighbor of 28 years. These five pages document the materials that were returned to Mr. Sheridan on Thursday July 30, 2015. This took place while Mr. Sheridan was not at home after the following event:

At 5pm on Thursday, July 30, 2015, Mr. Mario Bouchard launched into **violent yelling and screaming**, at Mr. Sheridan, in response to the last two pages of this attachment: A polite request for reimbursement.

### First Page of this Attachment

Contains handwritten Bouchard note with the acronym **"WWJD."** This is a grotesque affront to, not only Mr. Sheridan's religious beliefs, which are well-known to Bouchard, but it represents a vane personal abuse of the Lord's name over money: For the record, there was no such day as *"Monday Aug. 2"* in 2015.

### Second Page of this Attachment

Envelope taped to the side door of the Sheridan residence at 22357 Columbia Street, Dearborn, MI, containing items that related to the repair of the Dayna Bouchard Volkswagen. (The envelope included a meal replacement bar offered to Bouchard in-friendship by Mr. Sheridan.)

### Third Page of this Attachment

Cell telephone record to Bouchard residence. Mr. Sheridan was attempting to politely inquire about belated payment of parts-only reimbursement (for Bouchard daughter's Volkswagen, see photo on page 3 of cover letter).

On Saturday 7/25 and Monday 7/27, calls were attempted while all Bouchard vehicles were present. But with the Sheridan caller ID unmasked, there was no answer.

Another attempt was made to the Bouchard land line (313-274-3979) on "Thursday 7/30." With the Sheridan caller ID unmasked there was still no answer. Later, on that same day, the second attempt was answered <u>but</u> presumably because the caller ID was masked :

After twenty minutes of listening to Mrs. Nancy Bouchard's machinations about upcoming lawyer expenses to fund <u>another</u> 'Personal Protection Order' (PPO for daughter Kimberly), "budget issues," "piles of bills," etc., **Mr. Sheridan did <u>not</u> demand payment**, but instead politely stated:

### "Please do the best you can."

### Last Two Pages of this Attachment

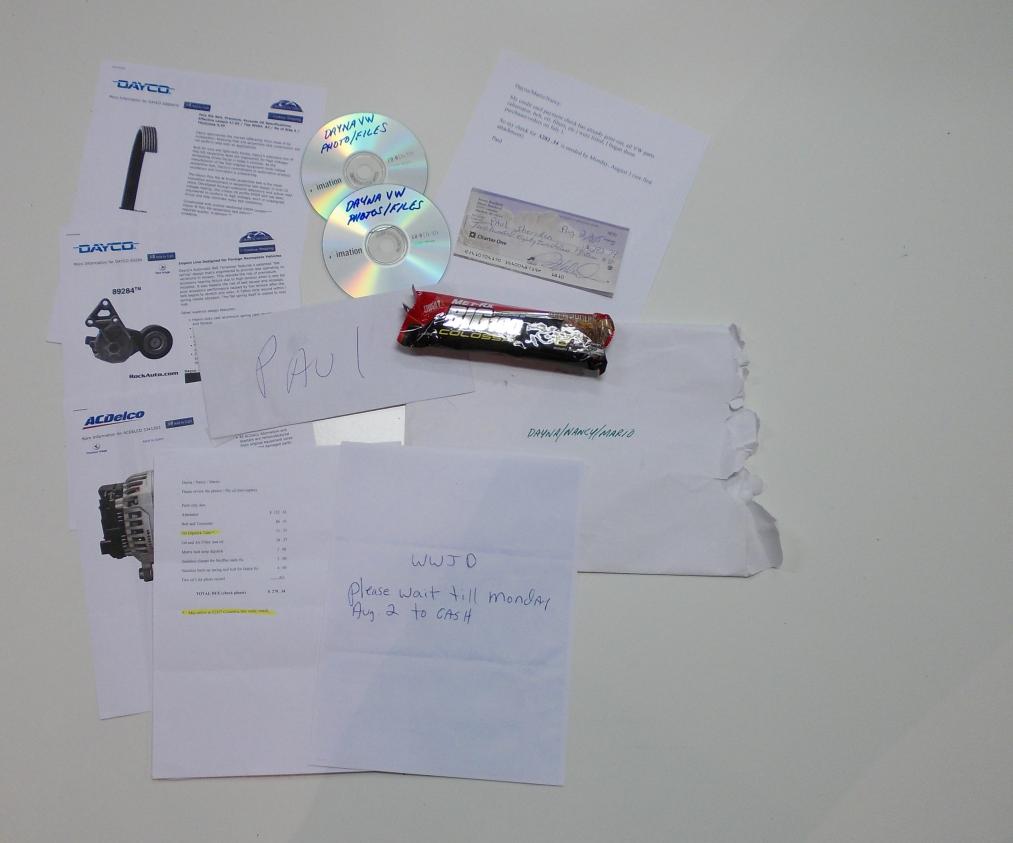
Sheridan's polite reminder note was dropped off at Bouchard residence on Thursday July 30, 2015. This note was discussed for 20 minutes with Mrs. Bouchard. See telephone record, listed as *"2:33pm Thursday 7/30."* 

Upon his reading this note, rather than acting as a neighbor and a gentleman, Mr. Bouchard launched into violent yelling and screaming across the fence at Mr. Sheridan. He did this prior to conferring with Mrs. Bouchard.

Later that evening, knowing the Mr. Sheridan was not at-home, Mr. Bouchard trespassed onto Mr. Sheridan's property and then sneakily plastered the "**WWJD**" note to Sheridan side door.

WWJD

Please Wait fill monday Aug. 2 to CASH





PAUL V. SHERIDAN 22357 COLUMBIA ST DEARBORN, MI 48124-3431 
 Page:
 A-1 of 1

 Bill Cycle Date:
 07/12/15 - 08/11/15

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	VMAIL CL	607-280-9790	RM45		1	0,00	0.00			
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45 = 4	450 Anytim	e w/Rollover								
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ature Co	ode:						<u> </u>	Sheridan telephone ID		
	EXPANDED M	04						masked; now receives answer		

Dayna/Mario/Nancy:

My credit card payment check has already gone out, all VW parts (alternator, belt, oil, filters, etc.) were listed, I began these purchases/orders on July 1.

So my check for **\$282.34** is needed by Monday, August 3 (see first attachment).

Paul

Dayna / Nancy / Mario:

Please review the photos / file cd (two copies).

Parts only due:

Alternator	\$ 132.61
Belt and Tensioner	86.41
Oil Dipstick Tube *	11.75
Oil and Air Filter, and oil	39.57
Metric bolt temp dipstick	1.00
Stainless clamps for Muffler rattle fix	3.00
Stainless back-up spring and bolt for Hatch fix	4.00
Two cd's for photo record	<u> </u>
TOTAL DUE (check please)	\$ 278.34
<b>Update</b> (forgot to add the quart for the power steering; took WHOLE quart! see Sunoco trans fluid bottle in box	
of parts)	4.00
TOTAL DUE (check please)	\$ 282.34

\* May arrive at 22357 Columbia this week; watch (hand delivered)

**END OF DOCUMENT**