

# APPENDIX

## TABLE OF CONTENTS

NARPM Declaration.....	App'x 1
NAA Declaration.....	App'x 3
Asa Mossman Declaration .....	App'x 5
Winston Tracy Mills Declaration.....	App'x 8
Amanda Fletcher Declaration .....	App'x 10
Chris Allen Declaration.....	App'x 12
Dan Wagenmaker Declaration.....	App'x 13
Denise Norton Declaration.....	App'x 15
Emmanuel John Declaration with photographs .....	App'x 17
Grant J. Anderson Declaration.....	App'x 26
Harold Schoeffler Declaration.....	App'x 28
Hella Shriver Declaration.....	App'x 30
Jason Sudia Declaration .....	App'x 33
Kendra Kessinger Declaration.....	App'x 35
Rhett E. Butler Declaration.....	App'x 38
Richard McConkie Declaration .....	App'x 40
Shradha Kanak Declaration.....	App'x 43
Susan Harrison Declaration.....	App'x 46

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
CEDAR RAPIDS DIVISION**

ASA MOSSMAN, *et. al.*

Plaintiffs,

vs.

U.S. CENTERS FOR DISEASE  
CONTROL AND PREVENTION, *et al.*

Defendants.

Case No. 1:21-cv-00028-CJW-MAR

The Honorable C.J. Williams

**DECLARATION OF GAIL S. PHILLIPS FOR PLAINTIFF NARPM IN SUPPORT OF  
PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT**

**DECLARATION OF GAIL S. PHILLIPS**

I, Gail S. Phillips, declare under penalty of perjury that the following is true and correct to the best of my present knowledge, information and belief:

1. I am the Chief Executive Officer of the National Association of Residential Property Managers (NARPM®), a member organization representing 5,816 residential property managers nationwide.
2. NARPM® members manage more than 2 million rental units across the country.
3. Plaintiff NARPM is a trade association of residential property managers throughout the United States, including in Iowa. It has over 5,000 members including eight in Iowa. They have members who have tenants that have failed to pay rent for more than one month. They have the right to evict tenants under state law, including that of Iowa. However, some of those tenants have provided the statement recommended by the CDC order, leaving NARPM's members unable to

use the Iowa state courts to evict them. Like the other Plaintiffs' tenants, those of NARPM's members who have relied on the CDC Order are insolvent. These members are being irreparably harmed by the CDC Order.

4. The value of the rental properties of NARPM's members will be diminished if an order declaring the CDC Order unlawful and enjoining its reissuance is not entered because it is, now, an ever present threat to any residential property owner who rents his property, and now knows all of the non-monetary relief allowed under law for the irreparable harm of denial to access of that property, such as eviction, can be swept a way by bureaucratic fiat.

Executed on August 27, 2021

  
Gail S. Phillips  
CEO NARPM®

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
CEDAR RAPIDS DIVISION

ASA MOSSMAN, *et al.*

Plaintiffs,

vs.

U.S. CENTERS FOR DISEASE  
CONTROL AND PREVENTION, *et al.*

Defendants.

Case No. 1:21-cv-00028-CJW-MAR

The Honorable C.J. Williams

**DECLARATION OF FOR PLAINTIFF NAA IN SUPPORT OF  
PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT**

**DECLARATION OF ROBERT PINNEGAR**


I, Robert Pinnegar, declare under penalty of perjury that the following is true and correct to the best of my present knowledge, information and belief:

1. I am the Chief Executive Officer of the plaintiff National Apartment Association (“NAA”) a trade association for owners and managers of rental housing.
2. Plaintiff NAA is a trade association for owners and managers of rental housing that is comprised of 155 state and local affiliated apartment associations, and over 85,000 members managing more than 10.5 million rental homes throughout the United States, including Iowa. Members in the United States of NAA have tenants who are in default on their leases.
3. NAA has members throughout the United States who are entitled to writs of possession and eviction against tenants in default in states without eviction moratoria. NAA’s members in the United States continue to provide habitable premises to their tenants, but they have been

prohibited by CDC from utilizing existing state law procedures for evicting delinquent tenants for nonpayment of rent when presented with a form declaration. Because of the CDC Order, NAA's relevant members have suffered significant economic damages, including unpaid rent and fees, as well as monthly maintenance costs, damages to their property, and the lost opportunity to rent their properties to other people at fair market value or use the properties themselves. NAA's relevant members will be unlikely to obtain any economic relief or damages from their tenants once the CDC Order is lifted because, by definition, any tenant presenting an appropriate attestation lacks the ability to pay the back rent and is consequently insolvent. NAA's relevant members will accordingly lose billions of dollars in uncollected rents, while expending huge sums for maintenance and costs. Many rental housing providers are unlikely to recover from the economic stress caused by the CDC Order. NAA members' first opportunity to mitigate their losses will be from ousting their tenants who are in wrongful possession of the premises. They are being irreparably harmed by the CDC Order.

4. NAA's members have also been and continue to be irreparably harmed by the CDC Order because they have been deprived of their ability to exclude defaulting tenants from their real property.

Executed on 8-27, 2021

  
\_\_\_\_\_  
For NAA



AM

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
CEDAR RAPIDS DIVISION

ASA MOSSMAN, et. al.

Plaintiffs,

vs.

U.S. CENTERS FOR DISEASE  
CONTROL AND PREVENTION, et  
al.

Defendants.

Case No. 1:21-cv-00028-CJW-MAR

The Honorable C.J. Williams

**DECLARATION OF ASA MOSSMAN IN SUPPORT OF PLAINTIFFS' MOTION FOR  
SUMMARY JUDGMENT**

I, Asa Mossman declare under penalty of perjury that the following is true and correct to the best of my present knowledge, information and belief:

1. I am a resident of Cedar Rapids, Iowa and am a plaintiff in this matter.
2. I own a unit that until recently was in default in Cedar Rapids, Iowa, and am owed many thousands of dollars in back rent.
3. In December 2020, I obtained a judgment of eviction against my tenant in Linn County, Iowa court.
4. That tenant then signed the CDC Order's required recitations that they make less than \$99,000 a year, are unable to pay, and are making best efforts to do so. The state court therefore stayed his eviction order pending the expiration of Eviction Moratorium set out in the CDC's Order.



A.M.

5. The state court reissued the stay when Defendants reissued the CDC Order and at no time since filing this lawsuit was I able to evict him because of the CDC Order.

6. I would have evicted my tenant and reclaimed the property but the CDC Order prevented it.

7. Even when the lease expired in March 2021, I could not evict the tenant.

8. The tenant abandoned the property in May of 2021 and I was able to reclaim the property but the CDC Order has completely altered my willingness to rent the property and the condition under which I will do so.

9. I am owed over \$5,000 in unpaid rent and believe there is no prospect of obtaining that amount from an insolvent former tenant.

10. Since the tenant vacated, I have had to place more restrictions on my leases on this and other properties I own. This is an ongoing injury and change of position that is caused solely by the CDC Moratorium not being declared unlawful.

11. These restrictions include limiting the tenants to which I rent, doubling the security deposit I require, and resort more readily to evict tenants not covered by the CDC Order for cause whenever cause has arisen.

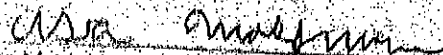
12. I continue to fear the loss of my property rights, particularly access to my property. My property rights, and the remedy for irreparable harm, such as eviction, provided by the law. The Defendants' unlawful actions have therefore denied me the right to my property as allowed under Iowa law and in contravention of the laws of the United States and can do so again immediately should any of my tenants fill out the CDC form.

13. As a landlord I know the value of my properties and they have all diminished from what they were before the CDC moratorium, and are permanently devalued until the order is enjoined.



and declared unlawful because of the steps necessary to prevent the horrible consequences the  
CDC has taken has caused me.

Executed on August 27, 2021.

  
Asa Anderson

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
CEDAR RAPIDS DIVISION

ASA MOSSMAN, *et. al.*

Plaintiffs,

vs.

U.S. CENTERS FOR DISEASE  
CONTROL AND PREVENTION, *et al.*

Defendants.

Case No. 1:21-cv-00028-CJW-MAR

The Honorable C.J. Williams

**DECLARATION OF WINSTON TRACY MILLS IN SUPPORT OF PLAINTIFFS'  
MOTION FOR SUMMARY JUDGMENT**

I, Winston Tracy Mills declare under penalty of perjury that the following is true and correct to the best of my present knowledge, information and belief:

1. I am a natural person and a resident of South Carolina.
2. I own residential rental property in South Carolina and had a tenant in default until last month when he left the premises on July 20, 2021. The tenant

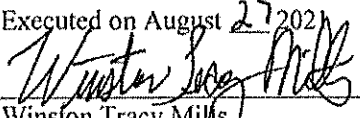
1

defaulted in April 2020 and the lease expired in May 2020. The tenant was not paying rent, relying on the CDC Order.

3. I am owed at least \$24,000 in rent. I instituted state law proceedings but was unable to evict given the CDC Order.

4. Because the tenant stated he is unable to pay any rent and now owes at least \$24,000, the tenant is insolvent, and there is no chance I can count on obtaining any relief from him in a future judgment.

5. As an owner of property who has been in the rental market for many years and knows this property and this market I can state that the value of my property has diminished because of the CDC Order. The mere fact that the CDC can assert this power, not just for Covid-19, but for any reason or disease diminishes my property rights in the future unless it is stopped by court declaration and injunction.

Executed on August 27 2021  
  
Winston Tracy Mills

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
CEDAR RAPIDS DIVISION

ASA MOSSMAN, *et. al.*

Plaintiffs,

vs.

U.S. CENTERS FOR DISEASE  
CONTROL AND PREVENTION, *et al.*

Defendants.

Case No. 1:21-cv-00028-CJW-MAR

The Honorable C.J. Williams

**DECLARATION OF AMANDA FLETCHER IN SUPPORT OF PLAINTIFFS' MOTION  
FOR SUMMARY JUDGMENT**

I, Amanda Fletcher declare under penalty of perjury that the following is true and correct to the best of my present knowledge, information, and belief:

1. I am a resident of Moorestown, New Jersey and a plaintiff in this case.
2. I own rental property in New Jersey which is currently in default. The tenant was in default over \$43,000 until ERAP state assistance she is currently in default of over \$16,000.
3. I went to state court and obtained judgment against the tenant for damages. The tenant still did not pay. I then sought a judgment of eviction in the state court. On August 15, 2021, New Jersey courts again denied Ms. Fletcher's motion for an eviction for non-payment of rent.
4. Since April 2020, I have been prevented from obtaining eviction by the Governor's eviction order in New Jersey, backstopped by the CDC Order since early September. The tenant



has demonstrated complete inability to pay, and Plaintiff is being irreparably harmed by the CDC Order.

5. But it's worse than that. Relying on no access to courts and both the state and federal government's cutting me off from courts and my rights my tenant, empowered by Defendants' order, has offered to vacate the home in exchange for \$3,700 plus my forgiving over \$12,000 in past due rent.

6. Of course, if the tenant reneged on this government sanctioned extortion, I still couldn't evict her.

7. As an owner of real property, I know the value of my land and property. It has been badly impaired by the CDC Order's very existence. Not only does that agency Order encourage the tenants not to pay, but it also disincentivizes them from getting rental relief monies. It has devalued my property because no matter what New Jersey does I am under threat of being barred from court by a federal agency at any time for any health reason asserted.

8. This is irreparable damage to my real property and can only be addressed by Court order stating it was unlawful from the beginning and enjoining it in the future.

Executed on August 29 2021



---

Amanda Fletcher

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
CEDAR RAPIDS DIVISION

ASA MOSSMAN, <i>et al.</i>  Plaintiffs,  vs.  U.S. CENTERS FOR DISEASE CONTROL AND PREVENTION, <i>et al.</i>  Defendants.	Case No. 1:21-cv-00028-CJW-MAR  The Honorable C.J. Williams
--	---

**DECLARATION OF CHRIS ALLEN IN SUPPORT OF PLAINTIFFS' MOTION FOR  
SUMMARY JUDGMENT**

I, Chris Allen, Jr. declare under penalty of perjury that the following is true and correct to the best of my present knowledge, information, and belief:

1. I am a resident of Stonecrest, Georgia and a plaintiff in this case.
2. I and my wife, Tonika Allen, are natural persons and residents of the State of Georgia.
3. We own rental property that is in default in Fulton County, Georgia. The tenant is more than \$5,000 behind in rent.
4. We attempted eviction on February 28, 2021, but the state court refused because of the CDC Order, which the tenant referenced in her submission to the Court. The Court did not let us challenge those assertions by the tenant that she fell within the CDC Order.
5. We were forced into mediation, but the tenant did not pay the amount agreed to at mediation. The tenant is insolvent, and Plaintiffs are unlikely to be able to obtain the money owed. They would evict the tenant but are being prevented by the CDC Order. The CDC Order is irreparably harming plaintiffs.
6. Further as an owner of the property I know its value and it has dropped merely because of the existence of the CDC Order. The Defendants assertion of this power—for any health reason not just Covid—permanently devalues the property because it raises the specter of being barred from the property and being unable to evict the tenant if they do not pay rent. Only an Order declaring this action unlawful and enjoining it will restore the value of the property and our property rights.

Executed on August 27, 2021  
  
Chris Allen

Case 1:21-cv-00028-CJW-MAR Document 38-2 Filed 08/30/21 Page 14 of 49

Case 1:21-cv-00028-CJW-MAR Document 38-2 Filed 08/30/21 Page 14 of 49

Case 1:21-cv-00028-CJW-MAR Document 38-2 Filed 08/30/21 Page 14 of 49

Case 1:21-cv-00028-CJW-MAR Document 38-2 Filed 08/30/21 Page 14 of 49

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
CEDAR RAPIDS DIVISION**

ASA MOSSMAN, *et. al.*

Plaintiffs,

vs.

U.S. CENTERS FOR DISEASE  
CONTROL AND PREVENTION, *et al.*

Defendants.

Case No. 1:21-cv-00028-CJW-MAR

The Honorable C.J. Williams

**DECLARATION OF SUPPORT OF PLAINTIFFS' MOTION FOR SUMMARY  
JUDGMENT**

I, Dan Wagenmaker declare under penalty of perjury that the following is true and correct to the best of my present knowledge, information, and belief:

1. I am a resident of Illinois and President of Millstone Properties, Inc. ("Millstone") which is a plaintiff in this case.

2. Millstone owns rental property in Chicago, Illinois, which until last month had a tenant in default. Millstone was able to evict its tenant for cause and regain possession of its property on July 21, 2021.

3. Millstone is an Illinois corporation that owns a rental property in Chicago. The tenant, who was on a month-to-month lease, stopped paying rent in September 2019, but it took until January 2020 to obtain a state court judgment of eviction. The sheriff was not to evict under the judgment until March 2020, at which point the pandemic hit. Since that time, the CDC Order

and a similar order by the Illinois Governor have prevented execution of Millstone's right to evict. The tenant owes approximately \$37,000 but is unlikely to pay any judgment.

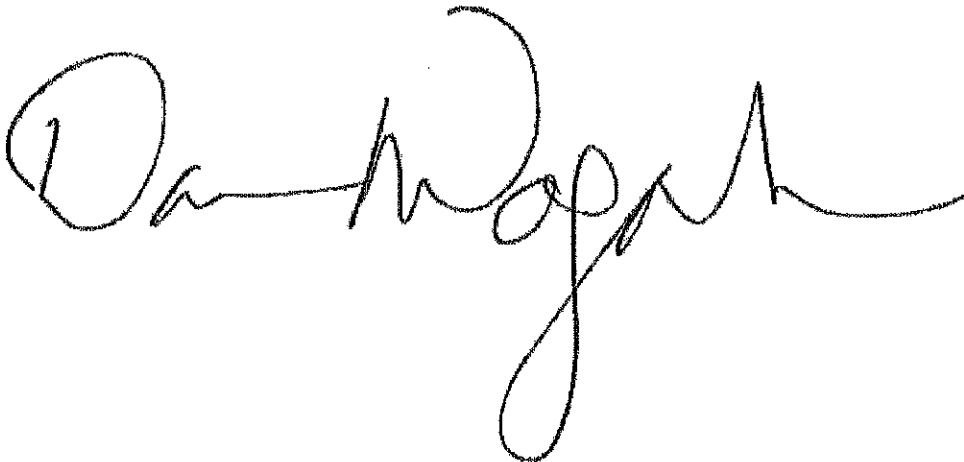
4. The existence of both the Illinois and Federal CDC Order encouraged the tenant not to pay and not to leave.

5. As President and an owner of Millstone I know the value of the property. Millstone is being irreparably harmed because the existence of the assertion of this power by Defendants' lowers the value of the property regardless of what State and local authorities do. The mere fact that they say they can stop all court processes and access to the property is devastating to anyone in the rental market and any property on the rental market like Millstone's.

6. Only an Order from the court declaring this action unlawful from the beginning and enjoining it in the future can restore Millstone's property and property rights to it.

Executed on August \_\_\_ 2021

\_\_\_\_\_  
Dan Wagenmaker

A handwritten signature in black ink, appearing to read 'Dan Wagenmaker'. The signature is written in a cursive style with a large initial 'D' and a long horizontal stroke at the end.



**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
CEDAR RAPIDS DIVISION**

ASA MOSSMAN, *et. al.*

Plaintiffs,

vs.

U.S. CENTERS FOR DISEASE  
CONTROL AND PREVENTION, *et al.*

Defendants.

Case No. 1:21-cv-00028-CJW-MAR

The Honorable C.J. Williams

**DECLARATION OF DENNIS R. NORTON IN SUPPORT OF PLAINTIFFS' MOTION  
FOR SUMMARY JUDGMENT**

I, Dennis R. Norton declare under penalty of perjury that the following is true and correct to the best of my present knowledge, information, and belief:


1. I and my wife, Roseanne D. Norton, are residents of Cedar Point, North Carolina and plaintiffs in this case.
2. We own ten rental units in North Carolina, two of which are in default. The monthly rent ranges from \$600 to \$750. One defaulting tenant ceased paying in December 2020 and the other is two months in arrears but has made partial payments. We would evict these tenants if we could.
3. Our tenants, however, are relying on the CDC Order and have made the recitations it requires, including that they make less than \$99,000 a year, have been economically impacted by Covid-19, and will pay what they can when they can. They have stated they have attempted to get

money from the State of North Carolina but have not been able to do so. No court will test these assertions made by the tenants under the CDC Order.

4. North Carolina had an eviction moratorium of its own that expired on January 31, 2021. Plaintiffs' tenants are now fully relying on the existence of the CDC Order not to pay. Any hope of recouping unpaid rent through money damages is unlikely given the statements by the tenants.

5. As an owner, I know the value of my property. The very existence of this asserted right by Defendants to end evictions and cut off access to courts to reclaim your own property has devalued all our properties. Only an order from the Court declaring this action unlawful from the beginning and enjoining Defendants from doing this or anything like it again will restore our rights to this real property.

Executed on August ~~30~~ 2021

  
Dennis R. Norton

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
CEDAR RAPIDS DIVISION

ASA MOSSMAN, *et. al.*

Plaintiffs,

vs.

U.S. CENTERS FOR DISEASE  
CONTROL AND PREVENTION, *et al.*

Defendants.

Case No. 1:21-cv-00028-CJW-MAR

The Honorable C.J. Williams

**DECLARATION OF EMANUEL JOHN IN SUPPORT OF PLAINTIFFS' MOTION FOR  
SUMMARY JUDGMENT**

I, Emanuel John, declare under penalty of perjury that the following is true and correct to the best of my present knowledge, information, and belief:

1. I am a resident of Casper, Wyoming, and a plaintiff in this matter.
2. I and my wife own a residential property in , Breaux Bridge, Louisiana.
3. They a single-family rental property in Breaux Bridge, Louisiana has been in default on rent since September 2020.
4. The tenant has not paid rent since September 2020 and owes more than \$15,000 in back rent and late fees. When I moved to evict him the tenant provided the recommended

declaration under the CDC Order that he is unable to pay rent because of Covid-19, makes less than \$99,000 a year, and avers will do his best to pay what he can.

5. The courts of Louisiana refused to evict due to the CDC Order.

6. I was represented by counsel and recently presented evidence that the tenant was destroying the property and tried to again evict him on those grounds.

7. My attorney came down with Covid and I could not cancel the hearing as the failure to pay rent or be evicted has left me and my family in such severe financial distress.

8. I therefore drove last week from Casper Wyoming to Louisiana, a drive of 24 hours duration to represent myself at the hearing.

9. On Monday August 25<sup>th</sup>, 2021 the Court finally evicted him. I could not access the property until the next day and it is in ruins.

10. The inability to evict the tenant for nearly a year has damaged me and my family irreparably. There were over three 16 ft trailers of trash I had cleared out last week. I can not risk renting out the property that has been in my family for years under these conditions. I attach to this declaration pictures of the ruin the CDC Order contributed to of my family property.

11. Fixing the damage that could have been prevented had he only been evicted when Louisiana law allowed will cost me more than fifteen thousand dollars.

12. I do not know whether I can rent the property again and will likely sell it at a permanently reduced value given the assertion of Defendants they can do this whenever in their sole view there is a health emergency.

13. As an owner of property I know that the value of it is less than it was before hand because access to it and its full use has been diminished and will continue to be diminished even if the Order is rescinded because the power to reinstate it hangs over all the heads of owners of



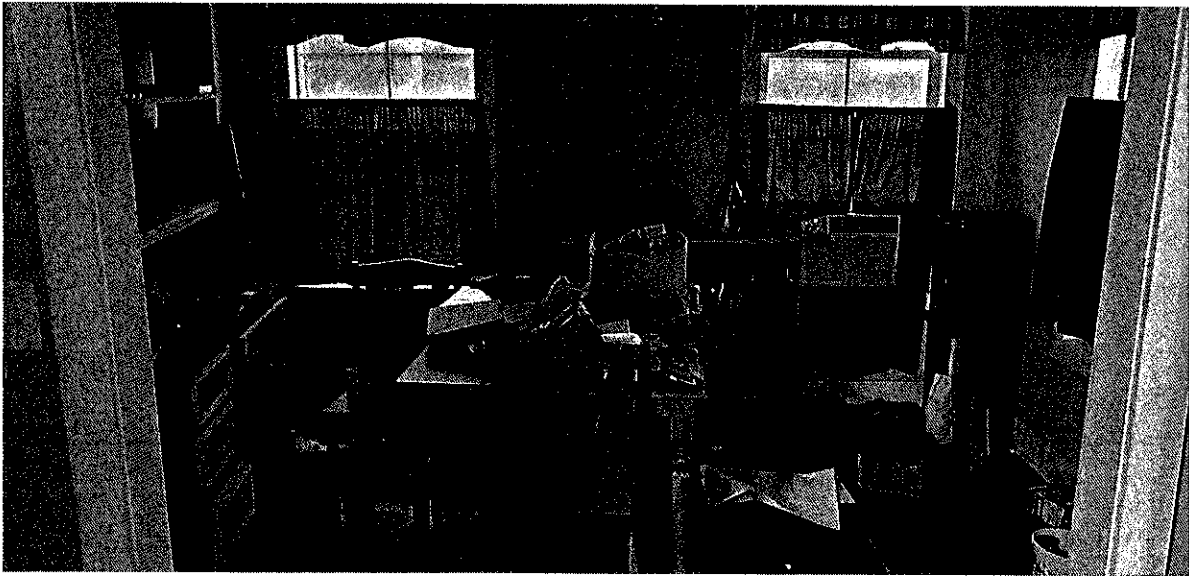
properties like this. It may be that the property has been permanently damaged by the failure to evict this tenant timely.

14. Because Defendants claim the power to wipe away all of my rights to access my own property, only a final judgment declaring the Order unlawful and prohibiting it or similar orders against me and my property in the future will restore the value of my property before this action took place.

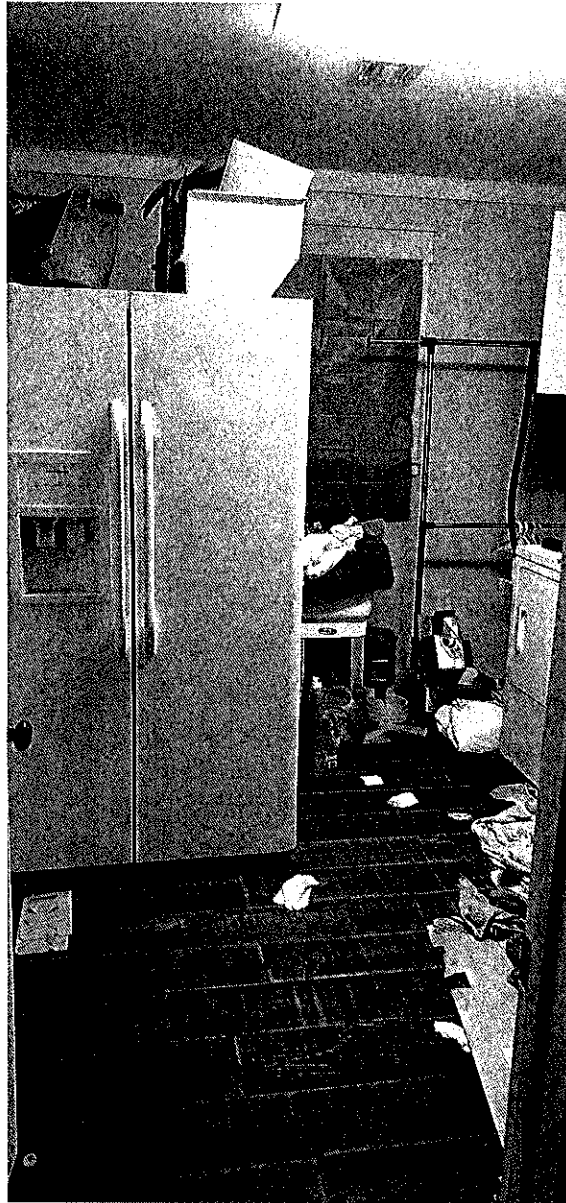
15. I am being irreparably harmed by the CDC Order and Eviction Moratorium. I have maintained the property in compliance with all legal obligations as a landlord, and the tenant has no defense for their nonpayment of rent. I am also entitled to regain possession of the property under Louisiana law.

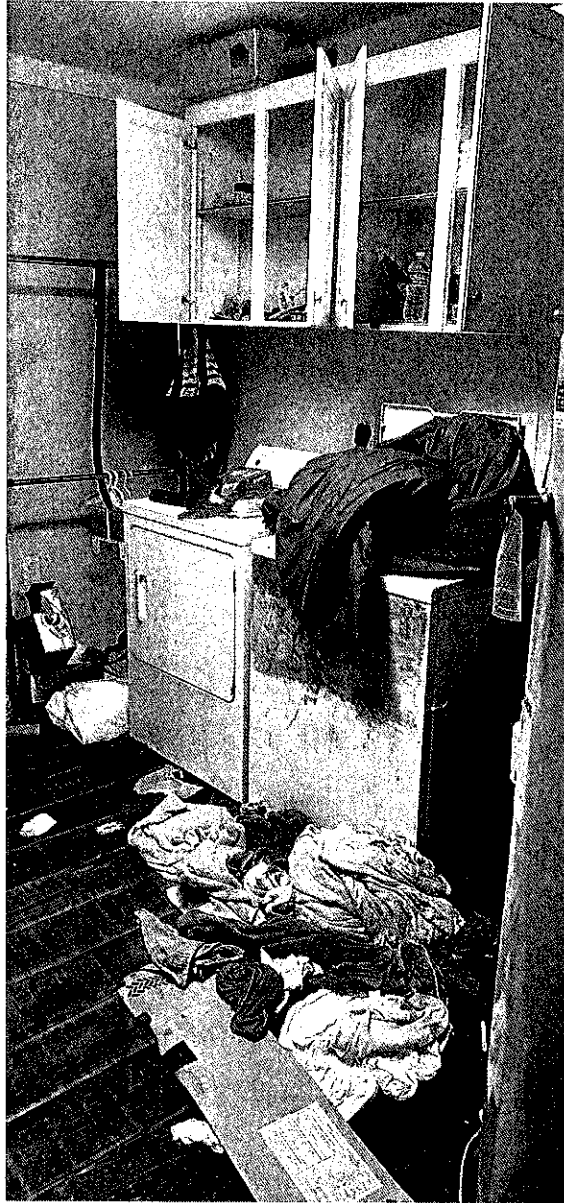
Executed on August 2021

  
Emmanuel John

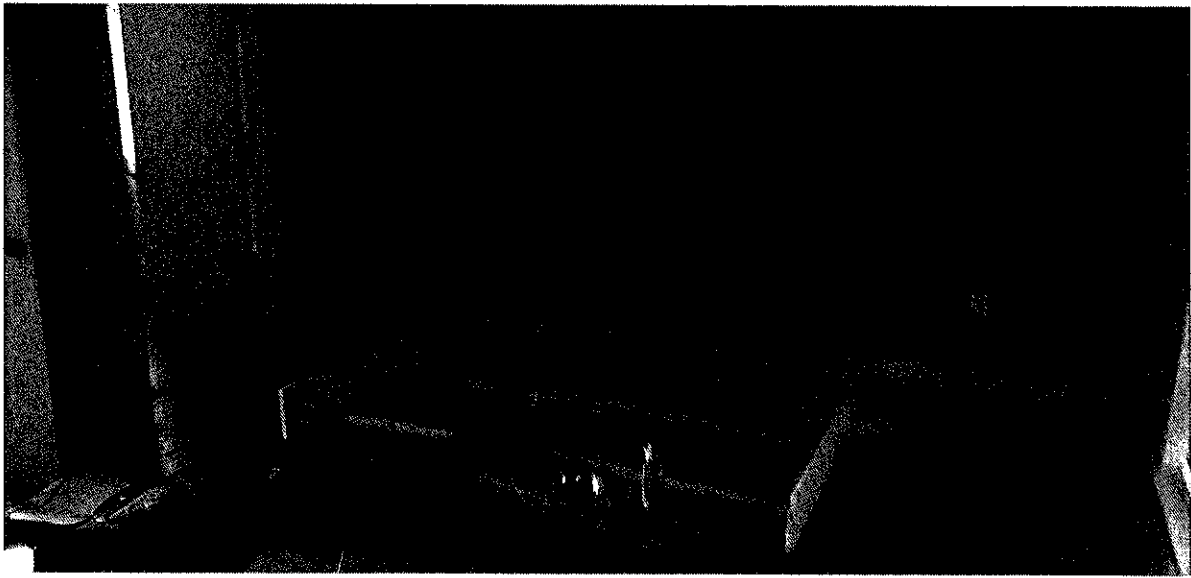


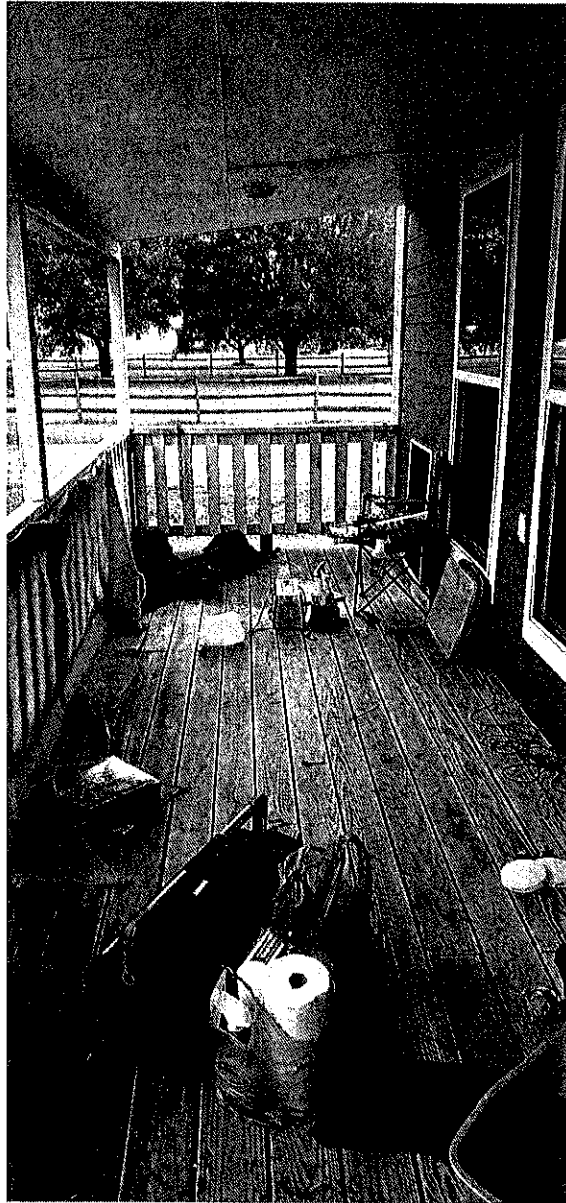












**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
CEDAR RAPIDS DIVISION**

ASA MOSSMAN, *et. al.*

Plaintiffs,

vs.

U.S. CENTERS FOR DISEASE  
CONTROL AND PREVENTION, *et al.*

Defendants.

Case No. 1:21-cv-00028-CJW-MAR

The Honorable C.J. Williams

**DECLARATION OF GRANT J. ANDERSON IN SUPPORT OF PLAINTIFFS' MOTION  
FOR SUMMARY JUDGMENT**

I, Grant J. Anderson declare under penalty of perjury that the following is true and correct to the best of my present knowledge, information, and belief:

1. I am Grant J. Anderson am a resident of Indianapolis, Indiana and a plaintiff in this case.

2. I am natural person and resident of Indiana. I own two rental properties in Indiana, both of which have a tenant currently in default. The monthly rent for the properties is \$1,131 and \$840, respectively. The tenants have not paid rent in over a year and are in default over \$15,000.

3. The tenant who owes \$1,131 per month in rent has cited the CDC Order as the reason for not paying and cannot be evicted. The tenants are insolvent and any attempt to obtain

damages would be fruitless. Further, the Indiana Courts do not let landlords test the allegations made by tenants who sign the CDC declarations.

4. I would evict the tenants if not prevented by the CDC Order. I am being kept off of my property and irreparably injured by the CDC Order.

5. Further as an owner of both properties I know their value, and both have dropped merely because of the existence of the CDC Order. The Defendants assertion of this power—for any health reason not just Covid—permanently devalues the property because it raises the specter of being barred from the property and being unable to evict the tenant if they do not pay rent. Only an Order declaring this action unlawful and enjoining it will restore the value of the property and our property rights.

Executed on August \_\_\_\_ 2021

---

Grant J. Anderson

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
CEDAR RAPIDS DIVISION**

ASA MOSSMAN, *et. al.*

Plaintiffs,

vs.

U.S. CENTERS FOR DISEASE  
CONTROL AND PREVENTION, *et al.*

Defendants.

Case No. 1:21-cv-00028-CJW-MAR

The Honorable C.J. Williams

**DECLARATION OF HAROLD SCHOEFFLER IN SUPPORT OF PLAINTIFFS'  
MOTION FOR SUMMARY JUDGMENT**

I, Harold Schoeffler, declare under penalty of perjury that the following is true and correct to the best of my present knowledge, information and belief:

1. I am a natural person, and a resident of Louisiana and my wife, Sarah, and I own Harold and Sarah Schoeffler Real Estate Holdings Co., LLC (Schoeffler Real Estate) a Plaintiff in this case.
2. Schoeffler Real Estate is an LLC organized under the laws of Louisiana and its principals are spouses Harold and Sarah Schoeffler.
3. The Schoeffler Real Estate's tenant is in default. The tenant has not paid rent since June 2020 and are in default more than \$8,000.



4. The tenant is relying on the CDC Order to resist eviction under Louisiana law. The tenant produced the CDC Order declaration at the state court proceeding for eviction on October 13, 2020, and the Louisiana courts refused to evict based on that submission. They were not allowed to test the assertions of the CDC declaration by the tenant. Simply signing it ended that October proceeding.

5. The tenant, if the CDC declaration is accurate is likely insolvent and any resort to obtaining money judgment would be fruitless.

6. As an owner of real property I know its value and it has diminished because of the CDC Eviction Moratorium. We are denied access to our property and even to the relief the courts are supposed to provide and that is an irreparable harm to us, our property and our rights.

Executed on August \_\_\_\_ 2021

---

Harold Schoeffler

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
CEDAR RAPIDS DIVISION**

ASA MOSSMAN, *et. al.*

Plaintiffs,

vs.

U.S. CENTERS FOR DISEASE  
CONTROL AND PREVENTION, *et al.*

Defendants.

Case No. 1:21-cv-00028-CJW-MAR

The Honorable C.J. Williams

**DECLARATION OF HELLA SHRIVER IN SUPPORT OF PLAINTIFFS' MOTION  
FOR SUMMARY JUDGMENT**

I, Hella Shriver declare under penalty of perjury that the following is true and correct to the best of my present knowledge, information and belief:

1. I am a resident of Jackson County Missouri and a plaintiff in this matter.
2. I own a residential property in Independence, Missouri, and do business as HS Properties and I rented to two tenants in October 2019 for \$795 per month.
3. The tenants have often paid their rent after the due date, and sometimes not at all.
4. They have paid no rent since August 2020 and I am owed thousands in unpaid rent and unpaid court costs and legal fees allocated by the state court in Missouri from actions I've initiated.
5. In September 2020, I provided a formal demand for rent and notice of vacation of the property as required by Missouri law. I brought a writ of possession in the 16th Judicial Circuit Court in Jackson County, Missouri. At the hearing on that action, my tenants presented the form

provided for in the CDC Order, attesting that they made less than \$99,000 a year, were unable to pay because of the economic stresses of Covid-19, and had used best efforts to obtain government assistance and were using best efforts to make partial payments.

6. The court made no effort, nor allowed any effort, to test the truth of these declarations. Upon receipt of the declarations, and without more, the court dismissed the writ without prejudice to refile in January when the CDC Order was set to expire.

7. Because the order did not expired I was allowed no further action.

8. I believe given their attestations in the declarations, and their inability to pay rent since August 2020, the tenants are likely insolvent, and any resort to obtaining money damages is thus chimerical.

9. Also, as an owner of property I know that the value of it is less than it was before hand because access to it and its full use has been diminished and will continue to be diminished even if the Order is rescinded because the power to reinstate it hangs over all the heads of owners of such properties like me.

10. Because of the CDC Order, and the claimed power of the CDC and the Defendants in this matter to wipe away all of my rights to access my own property only a final judgment declaring the Order unlawful and prohibiting it or similar orders against me and my property in the future will restore the value of my property before this action took place.

11. I am being irreparably harmed by the CDC Order and Eviction Moratorium. I have maintained the property in compliance with all legal obligations as a landlord, and the tenant has no defense for their nonpayment of rent. I am also entitled to regain possession of the property under Missouri law.

Executed on August \_\_\_\_ 2021

---

Helen Shriver

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
CEDAR RAPIDS DIVISION**

ASA MOSSMAN, *et. al.*

Plaintiffs,

vs.

U.S. CENTERS FOR DISEASE  
CONTROL AND PREVENTION, *et al.*

Defendants.

Case No. 1:21-cv-00028-CJW-MAR

The Honorable C.J. Williams

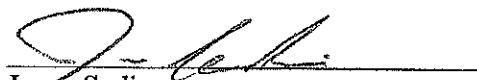
**DECLARATION OF JASON SUDIA IN SUPPORT OF PLAINTIFFS' MOTION FOR  
SUMMARY JUDGMENT**

I, Jason Sudia declare under penalty of perjury that the following is true and correct to the best of my present knowledge, information, and belief:



1. I am a resident of Colonia, New Jersey and a plaintiff in this case.
2. I own two rental properties in New Jersey. The tenants for both properties are in default of rental obligations in excess of \$10,000 and will not pay full rent due as long as there is a rent moratorium in effect.
3. I would evict them if I could, but I cannot under a New Jersey gubernatorial order, and any legal challenge to that order would be fruitless given that it is backstopped by the CDC Order.
4. The tenants are likely insolvent, so the ability to obtain redress by money damages is and has been fruitless.
5. As an owner of real property, I know the value of my land and property. It has been badly impaired by the CDC Order's very existence. Not only does that agency Order encourage the tenants to continue not to pay, but it also disincentivizes them from completing the requirements for rental relief monies, as there is no incentive for them to do so. It has devalued my property because no matter what New Jersey does I am under threat of being barred from court by a federal agency at any time for any health reason asserted.
6. This is irreparable damage to my real property and can only be addressed by Court order stating it was unlawful from the beginning and enjoining it in the future.

Executed on August 29 2021

  
Jason Sudia

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
CEDAR RAPIDS DIVISION

ASA MOSSMAN, *et al.*

Plaintiffs,

vs.

U.S. CENTERS FOR DISEASE  
CONTROL AND PREVENTION, *et al.*

Defendants.

Case No. 1:21-cv-00028-CJW-MAR

The Honorable C.J. Williams

**DECLARATION OF KENDRA KESSINGER IN SUPPORT OF PLAINTIFFS' MOTION  
FOR SUMMARY JUDGMENT**

I, Kendra Kessinger declare under penalty of perjury that the following is true and correct to the best of my present knowledge, information and belief:

1. I am a natural person residing in Kentucky.
2. I am the principal of Plaintiff Titans Creek, LLC, which rents residential property in Kentucky and currently has 13 tenants in default.
3. Titans Creek operates a trailer park in Columbia, Kentucky. It currently has 17 tenants who have all stated that they are protected from eviction for failure to pay rent under the

CDC Order. Some tenants have stated so via declaration under the CDC Order and some verbally under the rubric of the CDC Order.

4. At least one tenant has left Titans Creek's property in complete disrepair. The image below is of the destroyed property:



5. In addition to the cost for the cleaning and repairs when Titans Creek regains possession of its properties, Titans Creek is owed at least \$51,570 in defaulted rent.

6. I believe given their attestations in the declarations, and their inability to pay rent, the tenants are likely insolvent, and any resort to obtaining money damages is thus chimerical.

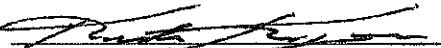
7. Because of the difficulties caused by the CDC Order I am attempting to sell the homes to a rent to own buyer. At least one tenant, whose only lease violation is nonpayment of

rent, remains. It is uncertain that I can seek to evict him, even if the home was sold to a rent to own buyer. As an owner of property I know that the value of these properties is less than they were beforehand because access to the properties and their full use has been diminished and will continue to be diminished even if the Order is rescinded because the power to reinstate it hangs over all the heads of owners of such properties like me.

8. Because of the CDC Order, and the claimed power of the CDC and the Defendants in this matter to wipe away all of my rights to access my own property only a final judgment declaring the Order unlawful and prohibiting it or similar orders against me and my property in the future will restore the value of my property before this action took place.

9. I am being irreparably harmed by the CDC Order and Eviction Moratorium. I have maintained the property in compliance with all legal obligations as a landlord, and the tenants have no defense for their nonpayment of rent. I am also entitled to regain possession of the property under Kentucky law.

Executed on August 21 2021

  
Kendra Kessinger

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
CEDAR RAPIDS DIVISION

ASA MOSSMAN, *et. al.*

Plaintiffs,

vs.

U.S. CENTERS FOR DISEASE  
CONTROL AND PREVENTION, *et al.*

Defendants.

Case No. 1:21-cv-00028-CJW-MAR

The Honorable C.J. Williams

**DECLARATION OF RHETT E. BUTLER, JR. SUPPORT OF PLAINTIFFS' MOTION  
FOR SUMMARY JUDGMENT**

I, Rhett E. Butler, Jr. declare under penalty of perjury that the following is true and correct to the best of my present knowledge, information, and belief:

1. I am a resident of Brunswick, Georgia and own Butler Plantations, LLC a plaintiff in this case.
2. Butler Plantations, LLC is an LLC organized under the laws of Georgia. It owns 12 rental properties in Georgia with three tenants in default whom Plaintiff cannot evict because of the CDC Order. The tenants are well over \$10,000 in arrears. After Plaintiff filed for eviction, the tenants submitted the CDC information directly to the court in Georgia, which will not schedule any further hearings or proceed with the case because of those submissions.
3. We are not allowed to challenge the truth or falsity of those CDC forms in court.
4. The Georgia courts have informed Plaintiff that they will not schedule hearings until the end of the Eviction Moratorium. Plaintiff still must pay all property taxes and keep up




the property while being denied the revenue to do so. Because they cannot be evicted tenants have little incentive to fill out the forms for rental assistance.

5. They have already had a tax lien put on their property because the lack of rental income caused the Plaintiff to fall behind on their rental properties' taxes. I have however paid the fees so as not to suffer further loss but it would be an irreparable harm to lose the property to tax liens.

6. The defaulting tenants are likely insolvent if their declarations are true and any attempt at recouping these losses by judgments against them is chimerical.

7. Further as an owner of the property I know its value and it has dropped because of the existence of the CDC Order. The Defendants assertion of this power—for any health reason not just Covid—permanently devalues the property because it raises the specter of being barred from the property and being unable to evict the tenant if they do not pay rent. Only an Order declaring this action unlawful and enjoining it will restore the value of the property and my property rights.

Executed on August \_\_, 2021

  
Rhett E. Butler, Jr.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
CEDAR RAPIDS DIVISION**

ASA MOSSMAN, *et. al.*

Plaintiffs,

vs.

U.S. CENTERS FOR DISEASE  
CONTROL AND PREVENTION, *et al.*

Defendants.

Case No. 1:21-cv-00028-CJW-MAR

The Honorable C.J. Williams

**DECLARATION OF RICHARD MC CONKIE IN SUPPORT OF PLAINTIFFS'  
MOTION FOR SUMMARY JUDGMENT**

I, Richard McConkie declare under penalty of perjury that the following is true and correct to the best of my present knowledge, information and belief:

1. I am an American citizen and natural person who normally resides in Virginia, where I own a house that I rent out. I am currently a resident of Okinawa, Japan and work for the American military presence there.

2. While in Japan, I am renting out my house in Virginia.

3. The Virginia Rent Relief program has reimbursed the tenant \$30,600 in relief for 15 months of rent.

4. My tenant has caused—and continues to cause—extensive damage to my property during the tenancy, which I will have to repair once I am finally able to evict the tenant. During an inspection of the property on 6 April 2021, I estimated the damage to be \$15,00 to \$20,000.

5. As a result of my tenant's history of unpaid rent and damage done to my property, I would like to evict this tenant, so my income and control of the property is no longer at risk.

6. I am unable to access the Virginia state courts because of the CDC Order.

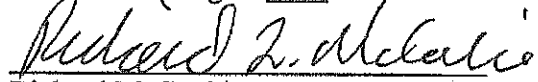
7. As an owner of property, I know that the value of my property is less than it was beforehand because access to the property and its full use has been diminished and will continue to be diminished even if the Order is rescinded because the power to reinstate it hangs over all the heads of owners of such properties like me.

8. Because of the CDC Order, and the claimed power of the CDC and the Defendants in this matter to wipe away all of my rights to access my own property only a final judgment declaring the Order unlawful and prohibiting it or similar orders against me and my property in the future will restore the value of my property before this action took place.

9. I am being irreparably harmed by the CDC Order and Eviction Moratorium. I have maintained the property in compliance with all legal obligations as a landlord, and the tenant has

no defense for their nonpayment of rent. I am also entitled to regain possession of the property under Virginia law.

Executed on August 30 2021

A handwritten signature in cursive script, appearing to read "Richard L. McConkie", written over a horizontal line.

Richard McConkie

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
CEDAR RAPIDS DIVISION

ASA MOSSMAN, *et. al.*

Plaintiffs,

vs.

U.S. CENTERS FOR DISEASE  
CONTROL AND PREVENTION, *et al.*

Defendants.

Case No. 1:21-cv-00028-CJW-MAR

The Honorable C.J. Williams

**DECLARATION OF SHRADDHA "SIMI" KANAK IN SUPPORT OF PLAINTIFFS'  
MOTION FOR SUMMARY JUDGMENT**

I, Shraddha "Simi" Kanak declare under penalty of perjury that the following is true and correct to the best of my present knowledge, information and belief:

1. I am a natural person residing in the State of Florida and a plaintiff in this matter.
2. I am the principal of Plaintiffs 7M Apartments LLC and 7m Real Estate LLC, both of which control rental apartment buildings in Orlando, Florida, where they rent 93 and 40 units, respectively. Both apartment buildings have dozens of tenants in default.
3. Prior to July 31, 2021, as many as 36 of our tenants have provided the declaration required by the CDC Order, and many of them did so falsely. These tenants have stated that we cannot evict them for their failure to pay rent.
4. The declarations alone have ceased eviction of these tenants.
5. Most of these tenants are nine months in arrears in rent and eligible for eviction under Florida law. We have received some rental reimbursement from state programs in Florida,

however we are routinely hundreds of thousands of dollars of pocket on rent from the tenants' failure to pay their obligations.

6. We have attempted to list the apartments for sale, but those attempts have been unavailing given the CDC Order.

7. Between July 31, and when the CDC extended its moratorium on August 3, we were able to evict several tenants.

8. Upon renewal of the CDC's eviction moratorium, the Florida state court has stayed any remaining writs of possession.

9. Between August 3 and August 10, one of the tenants under eviction was twice granted an order to stay until October 3, 2021, when the eviction moratorium was due to end. To date, that tenant owes \$4,030.00 in unpaid rent.

10. On August 26, another tenant submitted a CDC declaration to the Florida state court. As of August 27, we are awaiting a determination by the court regarding that tenant's declaration. To date, that tenant owes \$2,882.48 in unpaid rent.

11. The state court has made no effort, nor allowed any effort, to test the truth of these declarations.

12. I believe given their attestations in the declarations, and their inability to pay rent, the tenants are likely insolvent, and any resort to obtaining money damages is thus chimerical.

13. Also, as an owner of property I know that the value of these properties are less than they was beforehand because access to the properties and their full use has been diminished and will continue to be diminished even if the Order is rescinded because the power to reinstate it hangs over all the heads of owners of such properties like me.



14. Because of the CDC Order, and the claimed power of the CDC and the Defendants in this matter to wipe away all of my rights to access my own property only a final judgment declaring the Order unlawful and prohibiting it or similar orders against me and my property in the future will restore the value of my property before this action took place.

15. I am being irreparably harmed by the CDC Order and Eviction Moratorium. I have maintained the property in compliance with all legal obligations as a landlord, and the tenants have no defense for their nonpayment of rent. I am also entitled to regain possession of the property under Florida law.

Executed on August \_\_\_ 2021



Shraddha "Simi" Kanak

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
CEDAR RAPIDS DIVISION

ASA MOSSMAN, *et. al.*

Plaintiffs,

vs.

U.S. CENTERS FOR DISEASE  
CONTROL AND PREVENTION, *et*  
*al.*

Defendants.

Case No. 1:21-cv-00028-CJW-MAR

The Honorable C.J. Williams

**DECLARATION OF SUSAN HARRISON IN SUPPORT OF PLAINTIFFS' MOTION  
FOR SUMMARY JUDGMENT**

I, Susan Harrison declare under penalty of perjury that the following is true and correct to the best of my present knowledge, information and belief:

1. My husband, Steve Harrison, and I are natural persons, spouses, and co-owners of an IRA managed by Equity Trust Co., organized under the laws of South Carolina.

2. We rent property in Berkley County, South Carolina.

3. Our tenants are currently in default. They stopped paying rent in November 2020.

4. The monthly rent for the property is \$1,200 per month, and we are owed thousands of dollars.

5. The tenants, aware of the CDC Order, are not paying rent, as they claim to qualify for the terms of the necessary declaration under the CDC Order, stating the amounts they make

and the economic stress of Covid-19. Our tenants have indicated that they are relying on the CDC Order and understand that it applies to them.

6. We believe given their statements to us, and their inability to pay rent since November 2020, the tenants are likely insolvent, and any resort to obtaining money damages is thus chimerical.

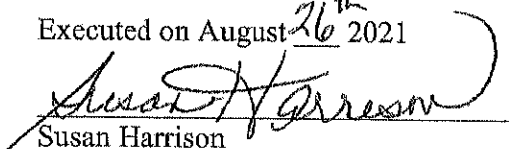
7. State court eviction processes in South Carolina would be fruitless under these circumstances.

8. Also, as owners of property we know that the value of it is less than it was before hand because access to it and its full use has been diminished and will continue to be diminished even if the Order is rescinded because the power to reinstate it hangs over all the heads of owners of such properties like us.

9. Because of the CDC Order, and the claimed power of the CDC and the Defendants in this matter to wipe away all of our rights to access our own property only a final judgment declaring the Order unlawful and prohibiting it or similar orders against us and our property in the future will restore the value of my property before this action took place.

10. We are being irreparably harmed by the CDC Order and Eviction Moratorium. We have maintained the property in compliance with all legal obligations as a landlord, and the tenant has no defense for their nonpayment of rent. We are also entitled to regain possession of the property under South Carolina law.

Executed on August <sup>27<sup>th</sup></sup> 26 2021

  
Susan Harrison