

**ALL RIGHTS RESERVED WITHOUT PREJUDICE UCC 1-308, UCC 1-207**

*Failure on your part to respond, as stipulated, and provide, with particularity, everything in requested NOTICE, is your lawful, legal and binding agreement with and admission to the fact that all not provided information requested in this NOTICE is not existent and is fully binding upon you in any court in America, without your protest or objection or that of those who represent you. Your silence is your acquiescence (agreement, assent, acceptance, consent and compliance). See: Connally v. General Construction Co., 269 U.S. 385,391. Notification of legal responsibility is “the first essential of due process of law”. See also: U.S. V. Tweel, 550 F.2d.297. Your non-response will result in the filing of a public lien.*

**“RESPONDENTS ”**

**CREDITOR'S/DEBT COLLECTOR'S NAME HERE**

**CREDITOR'S/DEBT COLLECTOR'S ADDRESS HERE**

SENT VIA REGISTERED MAIL #: **CERTIFIED MAIL TRACKING NUMBER HERE**

**NOTICE, ACCEPTANCE OF CONTRACT, ORDER, DEMAND, INVOICE**

**AND OF INTERNATIONAL COMMERCIAL CLAIM ADMINISTRATIVE REMEDY.**

**NOTICE, ORDER AND DEMAND TO VERIFY DEBT AND TO PRODUCE CONTRACT FOR VENUE OF JURISDICTION AND SUBJECT MATTER JURISDICTION**

Re: **ACCOUNT # HERE**

I demur.

**Declarant** by visitation is hereby exhausting their administrative remedies by Noticing Respondents, its Officers, Partners, Agents, Associates, Paralegals, Contractees, Assignees, Heirs, Employees, all Co-Parties, and Successors.

As an operation of law **Declarant** is required to exhaust their administrative remedies.

As with any administrative process, **Respondents** may controvert the statements and claims made by **Declarant** by executing and delivering a verified response point by point, in affidavit form, sworn and attested to, signed by **Respondents** with evidence in support. **Respondents** may agree and admit to all statements and claims made by **Declarant** by **TACIT PROCURATION** by simply remaining silent.

**ESTOPPEL BY ACQUIESCENCE**: In the event **Creditor** admits the statements and claims by TACIT PROCURATION, all issues are deemed settled STARE DECISIS and **Respondents** may not argue, controvert, or otherwise protest the finality of the administrative findings in any subsequent process, whether administrative or judicial, nor take further action against **Declarant** .

In Title 28 of the United States Code (28 USC) we find at section 1746 the following:

*TITLE 28, PART V, CHAPTER 115*

1746. Unsworn declarations under penalty of perjury

Release date: 2005-09-29

Wherever, under any law of the United States or under any rule, regulation, order, or requirement made pursuant to law, any matter is required or permitted to be supported, evidenced, established, or proved by the sworn declaration, verification, certificate, statement, oath, or affidavit, in writing of the person making the same (other than a deposition, or an oath of office, or an oath required to be taken before a specified official other than a notary public), such matter may, with like force and effect, be supported, evidenced, established, or proved by the unsworn declaration, certificate, verification, or statement, in writing of such person which is subscribed by him, as true under penalty of perjury, and dated, in substantially the following form:

- (1) If executed without the United States: "I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on (date). (Signature)". *Emphasis Added*
- (2) If executed within the United States, its territories, possessions, or commonwealths: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date). (Signature)".

*Jurisdiction of this court must be legitimately invoked and cannot be automatically assumed. To invoke the jurisdiction of the court under the declaratory judgments act there must be an actual, existing justiciable controversy between parties having opposing interests, which interests must be direct and substantial, and involve an actual, as distinguished from a possible, potential or contingent dispute. Gordon v. Followell, 1964 OK 74,391 P.2d 242. To be "justiciable," the claim must be suitable for judicial inquiry, which requires determining whether the controversy (a) is definite and concrete, (b) concerns legal relations among parties with adverse interests and (c) is real and substantial so as to be capable of a decision granting or denying specific relief of a conclusive nature." Dank v. Benson, 2000 OK 40, 5 P.3d 1088, 1091. See also, 12 O.S. §1651. See also, Easterwood v. Choctaw County District Attorney, 45 P.3d 436, 2002 OK CIV APP 41 (Okla. App. 01/11/2002)). Another well spoken authority: On the date specified in the notice of hearing, all parties may appear and be heard on all matters properly before the court which must be determined prior to the entry of the order of taking, including the jurisdiction of the court, the sufficiency of pleadings, whether the petitioner is properly exercising its delegated authority, and the amount to be deposited for the property sought to be appropriated. See City of Lakeland v. William O. Bunch et al.. (04/03/74) 293 So. 2d 66.*

I conditionally accept your presentments above with no dispute or controversy if you can answer in writing, wet-ink-signed, under penalties of perjury, with affixed proper seal of authority, that each and every statement answered in this letter to said notary public, to demonstrate that Your statements are true, complete, certain and not misleading.

1. Are You an attorney? Yes or no.
2. Factually, do You have a license to practice law granted to you by the state legislature? Yes or no.
3. Is that an arbitrary opinion? Yes or no.

4. So it's based on facts currently within Your knowledge? Yes or no.
5. Factually, do You have a POWER OF ATTORNEY-IN-FACT granted to you ? Yes or no.
6. Is that an arbitrary opinion? Yes or no.
7. So it's based on facts currently within Your knowledge? Yes or no.
8. Factually, do you have standing to sue in the Commonwealth Kentucky granted to you by the Commonwealth of Kentucky legislature and or the Kentucky Secretary of State? Yes or no.
9. Is that an arbitrary opinion? Yes or no.
10. So it's based on facts currently within your knowledge? Yes or no.

For Your information, please be advised of the following in dealing with case law pertaining to standing:

*Defendant moved for summary judgment on the basis that plaintiff lacked standing to sue in an Ohio court because plaintiff was not licensed as a personnel placement service under R.C. 4143.02. The trial court granted defendant's motion on April 27, 1990, and plaintiff filed this timely, instant appeal on May 23, 1990.*

*Richard Gill Co. v. Miller, 1988 WL 29823 (Ohio App. 9 Dist.)*

*In their answer and motion for summary judgment, the Millers contended that The Richard Gill Company did not have standing to sue in any state court in Ohio. R.C. 1703.29 provides that:*

*"The failure of any corporation to obtain a license under section 1703.01 to 1703.31, inclusive, of the Revised Code, does not affect the validity of any contract with such corporation, but no foreign corporation which should have obtained such license shall maintain any action in any court until it has obtained such license*

*Atlantic Commercial Development Corp. v. Boyles, 103 Nev. 35, 732 P.2d 1360, Nev., Feb 24, 1987*

*Goode v. Universal Plastics, Inc., 445 S.W.2d 893.*

*Appellee brought suit asserting that appellant, a Conway, Arkansas, druggist, owed a balance of \$558 on a contract and note. It was stipulated that appellee, Universal Plastics, Inc., was a foreign corporation not qualified to do business in Arkansas as required by Ark.Stat.Ann. s 64--1201 et seq. (Repl.1966). Appellant Goode contended before the circuit court that appellee had no standing to sue because the contract was made and performed in Arkansas and that such a contract made by a nonqualifying foreign corporation cannot be enforced in Arkansas courts. The circuit court, sitting as a jury, found as facts that (1) the contract sued on was a Tennessee contract, and (2) the transaction was in interstate commerce. Judgment was entered against Goode and he appeals.*

*Kansas Quality Const., Inc. v. Chiasson, 250 N.E.2d 785. Sep 03, 1969*

*Where foreign corporation had obtained authority to transact business within state prior to its filing of suit within state, corporation had standing to sue, even though contract, from which suit arose, was entered into within state before corporation had such authority. S.H.A. ch. 32, § 157.125.*

11. Factually, do You have a contract with **YOUR NAME HERE**? Yes or no.

12. Do You have a right or a privilege to make a legal determination for **YOUR NAME HERE** without his/her permission? Yes or no.

13. Is that an arbitrary opinion? Yes or no.

14. So it's based on facts currently within Your knowledge? Yes or no.

For Your information, I have included the following:

#### *Enabling Statute*

*A law that gives new or extended authority or powers, generally to a public official or to a corporation.*

*Administrative agencies, either independent (e.g., the Federal Deposit Insurance Corporation and Federal Aviation Administration) or part of the executive branch (e.g., the U.S. Department of Agriculture), are created, under constitutional provisions (enabling clauses), by statute or by executive order authorized by statute.*

*enabling clause n. a provision in a new statute which empowers a particular public official (Governor, State Treasurer) to put it into effect, including making expenditures.*

*Noun: enabling clause*

*2. A provision in a law that confers on appropriate officials the power to implement or enforce the law*

*- enabling act*

*Noun: enabling act*

*2. A provision in a law that confers on appropriate officials the power to implement or enforce the law*

*- enabling clause*

*An enabling act is a piece of legislation by which a legislature grants an entity which depends in on it for authorization or legitimacy to take a certain action(s). The most famous such law is the German Enabling Act, enacted in 1933 at the beginning of the rise of the Third Reich.*

*Congressional Authorization. 2072, the Rules Enabling Act.*

*Hanna: With state law & federal procedural rule, does fed rule really regulate procedure? Then apply federal rule.*

*To hold that an "FRCP would cease to function whenever it alters the mode of enforcing state-created writes would be to disembowel either the Constitution's grant of power over federal procedure or Congress' attempt to exercise that power in the Enabling Act."*

15. Factually, what is part of or the enabling clause are you relying on in support of each of your statutes and implementing regulations You are relying on for **YOUR NAME HERE** to comply with to follow Your demands and orders per each of the RE items stated above?
16. Is that an arbitrary opinion? Yes or no.
17. So it's based on facts currently within Your knowledge? Yes or no.
18. Factually, what is the basis of Your rule or order per the Administrative Procedures Act of 1948, per article 5 Sec. 556(d), where the "proponent of a rule or order has the burden of proof"? You have failed to cite the statute(s), implementing regulation(s) and the enabling act requiring me to follow Your order under the penalties of perjury, per 26 USC 6065.
19. Is that an arbitrary opinion? Yes or no.
20. So it's based on facts currently within Your knowledge? Yes or no.
21. I direct You to "declare the issues" and provide the "bill of particulars" in the alleged "debt" of **YOUR NAME HERE** to you.
22. I direct You to provide the proceeds, products, accounts, fixtures and services in the alleged "debt" of **YOUR NAME HERE**.
23. Where is the superior pre-existing contract naming **YOUR NAME HERE**?
24. Who is the real party of interest?
25. Where is the damaged property and the verified assessment of its value?
26. Is that an arbitrary opinion? Yes or no.
27. So it's based on facts currently within Your knowledge? Yes or no.
28. **CREDITOR'S/DEBT COLLECTOR'S NAME HERE** in esse, supervisors, heirs, agents and assigns have each failed to state a claim, or proof of claim to produce a contract with **YOUR NAME HERE** to perform the above actions and **YOUR NAME HERE** believes that no such contract exists.
29. I am not in receipt of any document **CREDITOR'S/DEBT COLLECTOR'S NAME HERE** in esse, supervisors, heirs, agents and assigns has a proof of claim and proof of loss against **YOUR NAME HERE**, and said forms are enclosed for your submittal within 10 days.
30. Where is the proper seal of authority affixed on Your each of the above RE items under the penalties of

perjury, wet-ink-signed and with affixed proper-seal-of-authority?

Attorneys can't testify. Statements of counsel in brief or in oral argument are not facts before the court.

*This finding of a continuing investigation, which forms the foundation of the majority opinion, comes from statements of counsel made during the appellate process. As we have said of other un-sworn statements, which were not part of the record and therefore could not have been considered by the trial court:*

*"Manifestly, [such statements] cannot be properly considered by us in the disposition of [a] case." United States v. Lovasco (06/09/77) 431 U.S. 783, 97 S. Ct. 2044, 52 L. Ed. 2d 752,*

*Under no possible view, however, of the findings we are considering can they be held to constitute a compliance with the statute, since they merely embody conflicting statements of counsel concerning the facts as they suppose them to be and their appreciation of the law which they deem applicable, there being, therefore, no attempt whatever to state the ultimate facts by a consideration of which we would be able to conclude whether or not the judgment was warranted. Gonzales v. Buist. (04/01/12) 224 U.S. 126, 56 L. Ed. 693, 32 S. Ct. 463.*

*No instruction was asked, but, as we have said, the judge told the jury that they were to regard only the evidence admitted by him, not statements of counsel, Holt v. United States, (10/31/10) 218 U.S. 245, 54 L. Ed. 1021, 31 S. Ct. 2,*

*Care has been taken, however, in summoning witnesses to testify, to call no man whose character or whose word could be successfully impeached by any methods known to the law. And it is remarkable, we submit, that in a case of this magnitude, with every means and resource at their command, the complainants, after years of effort and search in near and in the most remote paths, and in every collateral by-way, now rest the charges of conspiracy and of gullibility against these witnesses, only upon the bare statements of counsel. The lives of all the witnesses are clean, their characters for truth and veracity un-assailed, and the evidence of any attempt to influence the memory or the impressions of any man called, cannot be successfully pointed out in this record. Telephone Cases. Dolbear v. American Bell Telephone Company, Molecular Telephone Company v. American Bell Telephone Company. American Bell Telephone Company v. Molecular Telephone Company, Clay Commercial Telephone Company v. American Bell Telephone Company, People's Telephone Company v. American Bell Telephone Company, Overland Telephone Company v. American Bell Telephone Company,. (PART TWO OF THREE) (03/19/88) 126 U.S. 1, 31 L. Ed. 863, 8 S. Ct. 778.*

*Statements of counsel in brief or in argument are not sufficient for motion to dismiss or for summary judgment, Trinsey v. Pagliaro, D. C. Pa. 1964, 229 F. Supp. 647.*

*Factual statements or documents appearing only in briefs shall not be deemed to be a part of the record in the case, unless specifically permitted by the Court – Oklahoma Court Rules and Procedure stated as foreign law, Federal local rule 7.1(h).*

*Porter v. Porter (N.D. 1979 ) 274 N.W.2d 235 – The practice of an attorney filing an affidavit on behalf of his client asserting the status of that client is not approved, inasmuch as not only does the affidavit become hearsay, but it places the attorney in a position of witness thus compromising his role as advocate.*

*Deyo v. Detroit Creamery Co (Mich 1932) 241 N.W.2d 244 – Statutes forbidding administering of oath by attorney's in cases in which they may be engaged applies to affidavits as well.*

*McChain v. City of Fond Du Lac (Wis 1959) 96 N.W.2d 607 – An affidavit on information and belief is an anomaly, and is not affirmance on knowledge and is not proof which would be admitted in evidence on trial of the issues, and the most it does is to affirm that the Affiant was informed and believed as fact to be true.*

*Hubka v. Pennfield Twsp (Mich 1992) 494 N.W.2d 800 – Affidavit that failed to state that “Affiant was competent to testify” violated court rules. MCR 2.119(B)(1)(c)*

*Fortier v. Newman (Minn 1956) 78 N.W.2d 382 - Affidavits are inadmissible for purpose of impeaching verdict.*

*Brewster v. F.C. Russel Co (S.D. 1959) 99 N.W.2d 42 & Matter of Estate of Eberle (S.D 1993) 505 N.W.2d 767 - Affidavits are not subject to cross-examination and they combine facts and conclusions and unintentionally, or sometimes even intentionally, may omit important facts or give a distorted picture of them, and they are unsatisfactory as evidence.*

*Frunzar v. Allied Property and Casualty Ins. Co. (Iowa 1996) 548 N.W.2d 880 Professional statements of litigants' attorneys are treated as affidavits, and attorney making statements may be cross-examined regarding substance of statement.*

*Whenever a party denies that the court has subject-matter jurisdiction, it becomes the duty and the burden of the party claiming that the court has subject-matter jurisdiction to provide evidence from the record of the case that the court holds subject-matter jurisdiction. Bindell v City of Harvey, 212 Ill.App.3d 1042, 571 N.E.2d 1017 (1st Dist. 1991) ("the burden of proving jurisdiction rests upon the party asserting it."). Until the plaintiff submits uncontroversial evidence of subject-matter jurisdiction to the court that the court has subject-matter jurisdiction, the court is proceeding without subject-matter jurisdiction. Loos v American Energy Savers, Inc., 168 Ill.App.3d 558, 522 N.E.2d 841(1988) ("Where jurisdiction is contested, the burden of establishing it rests upon the plaintiff."). The law places the duty and burden of subject-matter jurisdiction upon the plaintiff. Should the court attempt to place the burden upon the defendant, the court has acted against the law, violates the defendant's due process rights, and the judge has immediately lost subject-matter jurisdiction.*

*The ILLINOIS Supreme Court, stated as foreign law held that if a court “could not hear the matter upon the jurisdictional paper presented, its finding that it had the power can add nothing to its authority, - it had no authority to make that finding.” The People v. Brewer, 128 Ill. 472, 483 (1928). The judges listed below had no legal authority (jurisdiction) to hear or rule on certain matters before them. They acted without any jurisdiction. When judges act when they do not have jurisdiction to act, they become trespassers of the law, and are engaged in treason. The Court in Yates vs. Village of Hoffman Estates, Illinois, 209 F.Supp. 757 (N.D. Ill. 1962) held that, "Not every action by any judge is in exercise of his judicial function. ...it is not a judicial function for a Judge to commit an intentional tort even though the tort occurs in the Courthouse". When a judge acts as a Trespasser of the Law, when a judge does not follow the law, the judge loses subject-matter jurisdiction and The Judge's orders are void, of no legal force or effect"! The United States Supreme Court has stated that "No State legislator or executive or judicial officer can war against the Constitution without violating his undertaking to support it". Cooper vs. Aaron. 358 U.S. 1 78 S.Ct. 1401 (1958). If a judge does not fully Comply with the Constitution, then his orders are void, in re Sawyer, 124 U.S. 200 (1888), he/she is Without jurisdiction, and he/she has engaged in an act or acts of TREASON!*

To refute the allegations made herein, **CREDITOR'S/DEBT COLLECTOR'S NAME HERE** in esse, supervisors, heirs, agents and assigns must produce an agreement disclosing the following five (5) elements:

1. That the original lender would not be lending any of its own assets;

2. *That the original lender would be using the consumer's note(s) as assets and value to fund the loan or extension of credit to pay for charges to the account;*
3. *That the consumer is prohibited from repaying the party that funds the loan or extension of credit under GAAP;*
4. *That the original lender would be risking nothing of their own, but rather accepting consumer's note(s) like banks accept money, and using said note(s) to pay for charges to the account, and additionally, would be requiring payment of so called principal and interest; and*

Failure to produce an agreement with the above terms, means that the terms were never disclosed. Further, the effect thereof was not apparent in the alleged statement(s) of the account, wherefore the billing error should be corrected and the account credited accordingly. However, **CREDITOR'S/DEBT COLLECTOR'S NAME HERE** in esse, supervisors, heirs, agents and assigns disagrees with the assertions herein, you are permitted to do one or more of the following:

- 1) *Mail or deliver to the consumer an explanation that sets forth the reasons for the creditor's belief that the billing error alleged by the consumer is incorrect in whole or in part;*
- 2) *Furnish copies of documentary evidence of the consumer's indebtedness, if the consumer so requests; and*
- 3) *If a different billing error occurred, correct the billing error and credit the consumer's account with any disputed amount and related finance or other charges, as applicable.*

If Bram Goldsmith, **CREDITOR'S/DEBT COLLECTOR'S NAME HERE** in esse, supervisors, heirs, agents and assigns fails or refuses to acknowledge this notice within thirty (30) days by registered mail, or make appropriate corrections or send a written explanation within ninety (90) days, as prescribed by the Fair Credit Billing Act, I may elect to file a complaint with the FTC and the Attorney General in the state in which you do business, and/or seek other legal recourse.

You are hereby requested to produce:

- A) The original contract agreement, wet-ink-signed, in full (full and complete disclosure);
- B) A certified front and back copy of all documents and records, including but not limited to any and all Promissory Notes, money equivalents or similar instruments, identified as or evidencing assets provided by and/or signed by the consumer;
- C) An identification of the source of the funds used to fund the charges, including account name(s), number(s), and amount(s);
- D) The name and address of the Custodian(s) of Records of all relevant documents and accounts;
- E) Identify the source of the funds in the account that is the subject matter of this "collection notice."
- F) Please identify by name and address all persons, corporations, associations, or any other parties having an interest in legal proceedings regarding the alleged debt.
- G) Produce all records, reports, memoranda relating to the source of funds relating to this disputed account and list all other sources of information such as computer file names and names of databases or locations at which related information is located or accessible.
- H) Please produce the account and general ledger statement showing the full accounting of the alleged obligation that You are now attempting to collect.
- I) Please verify under penalty of perjury, that as a debt collector, You have not purchased evidence of debt and are proceeding with collection activity in the name of the original maker of the note.



- J) What was the account number of the account in which the funds were held prior to the opening of the account that is the subject matter of this collection notice?
- K) Who was the owner of each account or, list those individuals having signature rights to each account?
- L) Please provide verification from the stated creditor that You are authorized to act for them.
- M) Identify the account that was debited when the disputed account was created.
- N) Please verify under penalties of perjury that **YOUR NAME HERE** has a contract with You and/or **CREDITOR'S/DEBT COLLECTOR'S NAME HERE** in esse, supervisors, heirs, agents and assigns without authorization of an original contract. Please provide the contract with signatures wet-ink signed by all parties under the penalties of perjury.
- O) I, **YOUR NAME HERE**, am not in receipt of the document that verifies I owe legal and lawful money-of-exchange to You and/or **CREDITOR'S/DEBT COLLECTOR'S NAME HERE** in esse, supervisors, heirs, agents and assigns" under the penalties of perjury. Please produce that documentation. I demand strict proof.
- P) A copy of your most recent CPA auditor's report;
- Q) The name and address of your CPA auditor and chief legal counsel; and
- R) A statement of the total amount of all payments made by the consumer.
- S) I am not in receipt of any document which verifies that You and/or **CREDITOR'S/DEBT COLLECTOR'S NAME HERE** in esse, supervisors, heirs, agents and assigns" have each standing to sue in any court by virtue of being duly registered as meeting the minimum contacts requirements for in personam jurisdiction. Please provide this documentation under the penalties of perjury.

*In order to have standing, a plaintiff must: (1) have suffered an "injury in fact," i.e., an invasion of a legally protected interest that is both (a) concrete and particularized and (b) actual or imminent, as opposed to conjectural or hypothetical; that was (2) caused by or fairly attributable to the challenged action of the defendant; and that is (3) likely redressable by a favorable decision. Friends of the Earth v. Laidlaw Env'tl. Serv., Inc., 528 U.S. 167, 120 S.Ct. 693, 704, 145 L.Ed.2d 610 (2000) (citing Lujan v. Defenders of Wildlife, 504 U.S. 555, 560-61, 112 S.Ct. 2130, 119 L.Ed.2d 351 (1992)). See also In re Ford Motor Co. Ignition Switch Prods. Litig., 39 F.Supp.2d 458, 471 (D.N.J.1999).*

*Over the years, our cases have established that the irreducible constitutional minimum of standing contains three elements. First, the plaintiff must have suffered an "injury in fact"--an invasion of a legally protected interest which is (a) concrete and particularized, see id., at 756, 104 S.Ct., at 3327; Warth v. Seldin, 422 U.S. 490, 508, 95 S.Ct. 2197, 2210, 45 L.Ed.2d 343 (1975); Sierra Club v. Morton, 405 U.S. 727, 740-741, n. 16, 92 S.Ct. 1361, 1368-1369, n. 16, 31 L.Ed.2d 636 (1972); [FN1] and (b) "actual or imminent, not 'conjectural' or 'hypothetical,'" Whitmore, supra, 495 U.S., at 155, 110 S.Ct., at 1723 (quoting Los Angeles v. Lyons, 461 U.S. 95, 102, 103 S.Ct. 1660, 1665, 75 L.Ed.2d 675 (1983)). Second, there must be a causal connection between the injury and the conduct complained of--the injury has to be "fairly ... trace[able] to the challenged action of the defendant, and not ... th[e] result [of] the independent action of some third party not before the court." \*561 Simon v. Eastern Ky. Welfare Rights Organization, 426 U.S. 26, 41-42, 96 S.Ct. 1917, 1926, 48 L.Ed.2d 450 (1976). Third, it must be "likely," as opposed to merely "speculative," that the injury will be "redressed by a favorable decision." Id., at 38, 43, 96 S.Ct., at 1924, 1926.*

*FN1. By particularized, we mean that the injury must affect the plaintiff in a personal and individual way.*

The following rules apply, pending resolution:

- a. The consumer need not pay (and the creditor may not try to collect) any portion of any required payment that the consumer believes is related to the disputed amount (including related finance or other charges).
- b. Adverse credit reports prohibited. The creditor or its agent shall not (directly or indirectly) make or threaten

*to make an adverse report to any person about the consumer's credit standing, or report that an amount or account is delinquent, because the consumer failed to pay the disputed amount or related finance or other charges.*

PLEASE BE ADVISED THAT this Billing Error Dispute is not about:

- 1) *A complaint about an unauthorized charge on a credit card, or*
- 2) *A complaint about undelivered goods and services, or*
- 3) *A complaint about the quality of the goods or services, or*
- 4) *A complaint about alleged fraud, or*
- 5) *A complaint about an invalid agreement.*

*The dispute regarding a computational or similar error(s) of an accounting nature that is/are made by the creditor, the creditor's failure to credit properly a payment(s) or other credit(s) issued to the consumer's account, and the consumer's request for additional clarification, including documentation evidence.*

Declarant is competent to testify in this affidavit that each and every fact is true, complete, certain and not misleading.

All statements made by You not wet-ink-signed under the penalties of perjury shall be accompanied by a statement signed under the penalties of perjury that such statements may be made.

In Title 28 of the United States Code (28 USC) we find at section 1746 the following:

TITLE 28, PART V, CHAPTER 115

1746. Unsworn declarations under penalty of perjury

Release date: 2005-09-29

Wherever, under any law of the United States or under any rule, regulation, order, or requirement made pursuant to law, any matter is required or permitted to be supported, evidenced, established, or proved by the sworn declaration, verification, certificate, statement, oath, or affidavit, in writing of the person making the same (other than a deposition, or an oath of office, or an oath required to be taken before a specified official other than a notary public), such matter may, with like force and effect, be supported, evidenced, established, or proved by the unsworn declaration, certificate, verification, or statement, in writing of such person which is subscribed by him, as true under penalty of perjury, and dated, in substantially the following form:

(1) If executed without the United States: "I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on (date). (Signature)".  
Emphasis Added

(2) If executed within the United States, its territories, possessions, or commonwealths: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date). (Signature)".

Questions for the Respondent are to be responded to under the penalties of perjury, to each and every question in writing and are as follows:

Factually, are You an attorney? Yes or no.

Factually, do You have a license to practice law granted to You by the Commonwealth of Kentucky ? Yes or no.

Is that an arbitrary opinion? Yes or no.

So it's based on facts currently within your knowledge? Yes or no.

Factually, do You have a contract with **YOUR NAME HERE** ? Yes or no.

Factually, do You have a right or a privilege to make a legal determination for **YOUR NAME HERE** without his/her permission? Yes or no.

Is that an arbitrary opinion? Yes or no.

So it's based on facts currently within your knowledge? Yes or no.

I direct You to "declare the issues" and provide the "bill of particulars" in the alleged "debt" of **YOUR NAME HERE** to You.

I direct You to provide the proceeds, products, accounts, fixtures and services in the alleged "debt" of **YOUR NAME HERE** .

Where is the superior pre-existing contract between **CREDITOR'S/DEBT COLLECTOR'S NAME HERE** in esse, supervisors, heirs, agents and assigns and **YOUR NAME HERE**?

Who is the real party of interest?

Where is the damaged property and the verified assessment of its value?

Is that an arbitrary opinion? Yes or no.

So it's based on facts currently within your knowledge? Yes or no.

A judgment rendered in violation of due process is void. "A judgment rendered in violation of due process is void in the rendering State and is not entitled to full faith and credit elsewhere. Pennoyer v. Neff, 95 U.S. 714, 732 -733 (1878). Due process requires that the defendant be given adequate notice of the suit, Mullane v. Central Hanover Trust Co., 339 U.S. 306, 313 -314 (1950), and be subject to the personal jurisdiction of the court, International Shoe Co. v. Washington, 326 U.S. 310 (1945)." World Wide Volkswagen v Woodsen, 444 US 286, 291 (1980); National Bank v Wiley, 195 US 257 (1904); Pennoyer v Neff, 95 US 714 (1878).

What is "jurisdiction" and its requirements, factually?

Is that an arbitrary opinion? Yes or no.

So it's based on facts currently within your knowledge? Yes or no.

What is a "summary judgment" and its requirements, factually?

Is that an arbitrary opinion? Yes or no.

So it's based on facts currently within your knowledge? Yes or no.

Do You know what a "license" is, factually? Yes or no.

Is that an arbitrary opinion? Yes or no.

So it's based on facts currently within your knowledge? Yes or no.

Do You know what a "contract" is and its requirements, factually? Yes or no.

Is that an arbitrary opinion? Yes or no.

So it's based on facts currently within your knowledge? Yes or no.

Factually, Do You have a bond underwriting this instant case against Me? Yes or no.

If so, What is the amount of the bond, underwriter and underwriter address of this case against Me?

Factually, Do You have a proof of claim filed in this instant case against Me? Yes or no.

If so, for the record, have the proof of claim entered into evidence in this instant case.

Factually, Do You have a proof of loss filed in this instant case against Me? Yes or no.

If so, for the record, have the proof of loss entered into evidence in this instant case.

With respect to your notification of order to revoke my license, is there evidence by a complaining party?

There are essentials to any case or controversy, whether administrative or judicial arising under the Constitution and Laws of the United States (Article III § 2, U.S. Constitution, "arising under" clause). See *Federal Maritime Commission v. South Carolina Ports Authority*, 535 U.S. (2002)

The following elements are essential:

1. When Challenged, standing, venue and all elements of subject matter jurisdiction, including compliance with substantive and procedural due process requirements, must be established in record.
2. Facts of the case must be established in record.
3. Unless stipulated by agreement, facts must be verified by competent witnesses via testimony (affidavit, deposition or direct oral examination).
4. The LAW of the case must affirmatively appear on record, which in the instance of a tax controversy necessarily includes taxing and liability statutes with attending regulations (See *United States of America v. Menk*, 260 F. Sup., 784 at 787 and *United States of America v. Community TV. Inc.*, 327 F.2d 79 (10th Cir., 1964):
5. The advocate of a position must prove application of law to stipulated or otherwise provable facts.
6. The trial court, whether administrative or judicial, must render a written decision that includes findings of fact and conclusions of law.

As You have not complied with these elements, I am duty bound to ask that You now prove your Personal Authority as an authorized government agent.

Please provide Me with certified copies of the following:

1. Your precise title ("attorney", "judge", "revenue officer", "revenue agent", "appeals office", "special agent", etc.) and cite the section of the act of Congress that created the office You occupy;
2. Your constitutional oath of office, as required by Article VI. Paragraph 3 of the Constitution of the United States and 5 U.S.C. § 3331;
3. Your civil commission as agent or officer of Government of the United States, as required by Article II § 3 of the Constitution of the United States and attending legislation;
4. Your affidavit declaring that You did not pay for or otherwise make or promise consideration to secure the office (5 U.S.C. § 3332);
5. Your personal surety bond; and
6. Documentation that establishes your complete line of delegated authority, including all intermediaries beginning with the President of the United States.

These documents should all be filed as public records. See 5 U.S.C. § 2906 for requirements concerning filing oaths of office. In the event that You do not have a personal surety bond, You may provide a copy of Your financial statements, which You were/are required to file annually. Your financial statements will be construed as a private treaty surety bond in the event that You exceeded lawful authority.

**YOU HAVE NEVER SHOWN PROOF OF COURT ORDERED JUDGMENT AGAINST ME/US/WE/OURSELVES FOR THE AMOUNT OF DEBT YOU PURPORT I/ ME/US/WE/OURSELVES OWE. YOU HAVE NEVER SUBMITTED ANY SUCH DOCUMENTATION TO ME/US/WE/OURSELVES OR ANY PARTIES YOU HAVE NOTIFIED STATEMENTS THAT SAID DOCUMENTS EXIST UNDER THE PENALTIES OF PERJURY PER 26 USC 6065, COURT ORDER, AND/OR PROPER SEAL OF AUTHORITY.**

Please also be aware of several cases dealing with affidavits per case law in your future submittal of any

further/future affidavits by You:

Frunzar v. Allied Property and Casualty Ins. Co. (Iowa 1996) 548 N.W.2d 880 Professional statements of litigants' attorneys are treated as affidavits, and attorney making statements may be cross-examined regarding substance of statement.

Porter v. Porter (N.D. 1979 ) 274 N.W.2d 235 – The practice of an attorney filing an affidavit on behalf of his client asserting the status of that client is not approved, inasmuch as not only does the affidavit become hearsay, but it places the attorney in a position of witness thus compromising his role as advocate.

Deyo v. Detroit Creamery Co (Mich 1932) 241 N.W.2d 244 – Statutes forbidding administering of oath by attorney's in cases in which they may be engaged applies to affidavits as well.

McChain v. City of Fond Du Lac (Wis 1959) 96 N.W.2d 607 – An affidavit on information and belief is an anomaly, and is not affirmance on knowledge and is not proof which would be admitted in evidence on trial of the issues, and the most it does is to affirm that the Affiant was informed and believed as fact to be true.

Also be aware of the following case law:

United States v. Messner, 107 F.3d 1448 (10th Cir. 1997) (Restitution had to be based on actual loss).

United States v. Stoddard, 150 F.3d 1140 (9th Cir. 1998) (Restitution could not exceed actual loss).

You have not submitted a proof of loss or proof of claim to Declarant for consideration in this matter under the penalties of perjury.

I direct You to provide the proceeds, products, accounts, fixtures and services in the alleged "debt" of **YOUR NAME HERE** to Respondent, per UCC 9-210, Request for Accounting:

TEXAS SECTION § 9.210. REQUEST FOR ACCOUNTING; REQUEST REGARDING LIST OF COLLATERAL OR STATEMENT OF ACCOUNT.

(a) In this section:

(1) "Request" means a record of a type described in

Subdivision (2), (3), or (4).

(2) "Request for an accounting" means a record authenticated by a debtor requesting that the recipient provide an accounting of the unpaid obligations secured by collateral and reasonably identifying the transaction or relationship that is the subject of the request.

(3) "Request regarding a list of collateral" means a record authenticated by a debtor requesting that the recipient approve or correct a list of what the debtor believes to be the collateral securing an obligation and reasonably identifying the transaction or relationship that is the subject of the request.

(4) "Request regarding a statement of account" means a record authenticated by a debtor requesting that the recipient approve or correct a statement indicating what the debtor believes to be the aggregate amount of unpaid obligations secured by collateral as of a specified date and reasonably identifying the transaction or relationship that is the subject of the request.

(b) Subject to Subsections (c), (d), (e), and (f), a secured party, other than a buyer of accounts, chattel paper, payment intangibles, or promissory notes or a consignor, shall comply with a request within 14 days after receipt:

(1) in the case of a request for an accounting, by authenticating and sending to the debtor an accounting; and

(2) in the case of a request regarding a list of collateral or a request regarding a statement of account, by authenticating and sending to the debtor an approval or correction.

(c) A secured party that claims a security interest in all of a particular type of collateral owned by the debtor may comply with a request regarding a list of collateral by sending to the debtor an authenticated record including a statement to that effect within 14 days after receipt.

(d) A person that receives a request regarding a list of collateral, claims no interest in the collateral when it receives the request, and claimed an interest in the collateral at an earlier time shall comply with the request within 14 days after receipt by sending to the debtor an authenticated record:

- (1) disclaiming any interest in the collateral; and
- (2) if known to the recipient, providing the name and

mailing address of any assignee or successor to the recipient's interest in the collateral.

(e) A person that receives a request for an accounting or a request regarding a statement of account, claims no interest in the obligations when it receives the request, and claimed an interest in the obligations at an earlier time shall comply with the request within 14 days after receipt by sending to the debtor an authenticated record:

- (1) disclaiming any interest in the obligations; and
- (2) if known to the recipient, providing the name and

mailing address of any assignee of or successor to the recipient's interest in the obligations.

You are now in receipt of notice under the authority of The Fair Debt Collection Practices Act regarding **ACCOUNT # FOR DEBT IN QUESTION** involving your request of payment to **CREDITOR'S/DEBT COLLECTOR'S NAME HERE** in esse, supervisors, heirs, agents and assigns. **It is not now, nor has it ever been my intention to avoid paying any obligation that I lawfully owe. Please document and verify the "debt" by complying in good faith with this request for validation and note that I dispute all of the alleged debt.**

This is a request for validation. Please be advised that I am not refusing to pay, but I need the information requested in this correspondence before I can take any action to settle this disputed account. I would like to settle it as soon as possible and I may have a counter claim to set-off the disputed balance, this is why I am sending You these questions. Please answer the following questions relating to the disputed account and return them to Me within ten (10) days under the penalties of perjury. If You need more time, or if You need any question restated, please make your request to Me in writing.

1. Please state your name, occupation and mailing address.
2. Please furnish a copy of the original promissory note redacting my social security number to prevent identity theft and state under penalty of perjury that your client named above is the holder in due course of the promissory note and will produce the original for my own and a judge's inspection.
3. Identify the source of the funds in the account that is the subject matter of this "collection notice."
4. Please identify by name and address all persons, corporations, associations, or any other parties having an interest in legal proceedings regarding the alleged debt.
5. Produce all records, reports, memoranda relating to the source of funds relating this disputed account and list all other sources of information such as computer file names and names of databases or locations at which related information is located or accessible.
6. Please produce the account and General ledger statement showing the full accounting of the alleged obligation that You are now attempting to collect.
7. Please verify under penalty of perjury, that as a debt collector, You have not purchased evidence of debt and are proceeding with collection activity in the name of the original maker of the note.

8. What was the account number of the account in which the funds were held prior to the opening of the account that is the subject matter of this collection notice?
9. Please verify under penalty of perjury that You know and understand that certain clauses in a contract of adhesion, such as a so-called forum selection clause, are unenforceable unless the party to whom the contract is extended could have rejected the clause without impunity.
10. Who was the owner of each account or list those individuals having signature rights to each account?
11. Please provide verification from the stated creditor that You are authorized to act for them.
12. Identify the account that was debited when the disputed account was created.
13. Please verify under penalties of perjury that **YOUR NAME HERE** has a contract with You and/or **CREDITOR'S/DEBT COLLECTOR'S NAME HERE** in esse, supervisors, heirs, agents and assigns Please provide the contract with signatures wet-ink signed by all parties under the penalties of perjury.
14. **CREDITOR'S/DEBT COLLECTOR'S NAME HERE** in esse, supervisors, heirs, agents and assigns I am not in receipt of the document that verifies that **CREDITOR'S/DEBT COLLECTOR'S NAME HERE** owes legal and lawful money of exchange to You and/or **CREDITOR'S/DEBT COLLECTOR'S NAME HERE** in esse, supervisors, heirs, agents and assigns under the penalties of perjury. Please produce that documentation.
15. I am not in receipt of **CREDITOR'S/DEBT COLLECTOR'S NAME HERE** in esse, supervisors, heirs, agents and assigns any document which verifies that You and/or **CREDITOR'S/DEBT COLLECTOR'S NAME HERE** in esse, supervisors, heirs, agents and assigns has standing to sue in any **YOUR STATE OF RESIDENCE** court by virtue of being duly registered as "STATE OF **YOUR STATE OF RESIDENCE**" meeting the minimum contacts requirements for in person am jurisdiction. Please provide this documentation under the penalties of perjury.
16. I am not in receipt of any document which verifies that **CREDITOR'S/DEBT COLLECTOR'S NAME HERE** in esse, supervisors, heirs, agents and assigns authorized this action. Please provide this documentation under the penalties of perjury.
17. I am not in receipt of any document that **CREDITOR'S/DEBT COLLECTOR'S NAME HERE** in esse, supervisors, heirs, agents and assigns has a proof of claim and proof of loss against Client and said forms are enclosed for your submittal within 10 days.
18. Who was the owner of each account or list those individuals having signature rights to each account?
19. Identify the source of the funds that created the disputed account.
20. Did the funds for the disputed account originate from another account or lending institution?
21. List the names and addresses of all lending institutions from which any funds were purportedly originated.

22. Please identify the account number from which the funds originated in order to create the disputed account.
23. Admit that no other account was debited when the disputed account was created.
24. If You denied that no other account was debited when the disputed account was opened or created, please identify the account that was debited by account number and the name or names of the debited account's signer, holder and/or owner, and explain how the funds for this account were originated.
25. If You denied that no other account was debited when the disputed account was opened or created, state the total balance of this debited account at the time the debit was made and, list the names of the signers on the account and the date that the account was opened along with the opening balance.
26. Please produce all documents and information, related in any way, to your implication or allegation that a loan was given to the party that You are trying to collect from.
27. Which employee of the bank authorized the transaction?
28. If any loan origination system, software or other procedures were used in the opening of the disputed account, please identify the system by name and describe how it works.
29. According to the alleged loan agreement, was the purported lender or financial institution involved in the alleged loan to use their money as adequate consideration to purchase the promissory note from the alleged borrower? YES or NO.
30. According to the bookkeeping entries, did the purported lender or financial institution involved in the alleged loan use their money as adequate consideration to purchase the promissory note from the alleged borrower? YES or NO.
31. According to the alleged loan agreement, was the purported lender or financial institution involved in the alleged loan to accept anything of value from the alleged borrower that would be used to fund a check or similar instrument in approximately the amount of the alleged loan? YES or NO.
32. According to the bookkeeping entries, did the purported lender or financial institution involved in the alleged loan accept anything of value from the alleged borrower that would be used to fund a check or similar instrument in approximately the amount of the alleged loan? YES or NO.
33. Was the intent of the purported loan agreement that the party that funded the loan should be repaid the money lent? YES or NO.
34. Did the purported lender involved in the alleged loan follow Generally Accepted Accounting Principles, GAAP? YES or NO.
35. Were all material facts disclosed in a written agreement? YES or NO.



36. What is the name and address of any bank auditor or certified public accountant involved with or having any relation to the accounting function regarding the disputed account?
37. Identify the name of the records or system of accounting records or ledgers reflecting the transaction for the disputed account.
38. Were any loan numbers assigned to the disputed account?
39. If You answered yes to the above question, please list those account numbers.
40. Explain how each account was created or originated.
41. Explain how the funds for each account were deposited and where they originated.
42. Was an account created with the purported loan amount then debited to fund the disputed account?
43. Please explain your answer to the above question.
44. Please produce all records and tangible evidence relating to the questions herein and send them along with your response.
45. Please produce the account and General ledger statement showing the full accounting of the alleged obligation that You are now attempting to collect.
46. Please identify by name and address all persons, corporations, associations, or any other parties having an interest in legal proceedings regarding the alleged debt.
47. Please verify under penalty of perjury, that as a debt collector, You have not purchased evidence of debt and are proceeding with collection activity in the name of the original contracting party.
48. Please verify under penalty of perjury that You know and understand that certain clauses in a contract of adherence, such as a so-called forum selection clause, are unenforceable unless the party to whom the contract is extended could have rejected the clause without impunity.
49. Please provide verification from the stated creditor that You are authorized to act for them.
50. Please verify that You know and understand that contacting Me again after receipt of this notice without providing procedurally proper validation of the debt constitutes the use of interstate communications in a scheme of fraud by advancing a writing that You know is false with the intention that others rely on the written communication to the detriment of **CREDITOR'S/DEBT COLLECTOR'S NAME HERE**.
51. As a result of the harassment of **CREDITOR'S/DEBT COLLECTOR'S NAME HERE** in esse, supervisors,

heirs, agents and assigns I have been damaged financially, socially and emotionally.

52. Please verify that You know and understand that contacting Me again after, receipt of this notice without providing procedurally proper validation of the debt constitutes the use of intrastate communications in a scheme of fraud by advancing a writing, which You know is false with the intention that others rely on the written communication to their detriment.

A judgment rendered in violation of due process is void. "A judgment rendered in violation of due process is void in the rendering State and is not entitled to full faith and credit elsewhere. *Pennoyer v. Neff*, 95 U.S. 714, 732 -733 (1878). Due process requires that the defendant be given adequate notice of the suit, *Mullane v. Central Hanover Trust Co.*, 339 U.S. 306, 313 -314 (1950), and be subject to the personal jurisdiction of the court, *International Shoe Co. v. Washington*, 326 U.S. 310 (1945)." *World Wide Volkswagen v. Woodsen*, 444 US 286, 291 (1980); *National Bank v. Wiley*, 195 US 257 (1904); *Pennoyer v. Neff*, 95 US 714 (1878).

"A universal principle as old as the law is that a proceedings of a court without jurisdiction are a nullity and its judgment therein without effect either on person or property." *Norwood v. Renfield*, 34 C 329; *Ex parte Giambonini*, 49 P. 732. "Jurisdiction is fundamental and a judgment rendered by a court that does not have jurisdiction to hear is void ab initio." *In Re Application of Wyatt*, 300 P. 132; *Re Cavitt*, 118 P2d 846. "Thus, where a judicial tribunal has no jurisdiction of the subject matter on which it assumes to act, its proceedings are absolutely void in the fullest sense of the term." *Dillon v. Dillon*, 187 P 27.

State courts give great weight to federal courts' interpretations of Federal Rule of Civil Procedure governing motion for relief from judgment in interpreting identical text of Arizona Rule of Civil Procedure, *Estate of Page v. Litzenburg*, 852 P.2d 128, review denied (Ariz.App. Div. 1, 1998).

When rule providing for relief from void judgments is applicable, relief is not discretionary matter, but is mandatory, *Orner v. Shalala*, 30 F.3d

Article 1 § 18 of the North Carolina Constitution, cited as foreign law, to be entered into this case, states "Courts shall be open. All courts shall be open; every person for an injury done him in his lands, goods, person, or reputation shall have remedy by due course of law; and right and justice shall be administered without favor, denial, or delay." Declarant asserts he was denied due process because of the secret court meeting. The meeting is deemed secret as Defendant was not required to attend after the debt was discharged, and the court proceeded to favor the Plaintiff in their unlawful action.

Declarant argues that justice was administered with favor to the Plaintiff.

Declarant reserves the right to bring further civil action to all persons involved in the breach of his/her constitutional given rights.

Defendant asserts this void Order may harm his commercial affairs and hereby reserves all rights afforded to him to take other legal action against the parties involved.

Furthermore, You have failed to state a claim against Declarant for which relief can be granted, showing proof of claim and proof of loss, under the penalties of perjury, per 26 USC 6065, and the order of judgment is not wet-ink signed. You have failed to produce the attorney in fact with testamentary documentation, wet ink signed from the plaintiff, to clearly demonstrate that he has power of attorney in-fact from the Commonwealth. The attorney for Plaintiff has also failed to produce his license to practice law issued from the Commonwealth of

Kentucky and is incompetent to practice law.

Complaints, pleadings, petitions and papers must be filed in a court with the authority to adjudicate the issues and grant the relief requested. Most purported precedents, habitually used in the federal system are not valid. Why?

Because most cases cited by U.S. Attorneys and State Attorneys can best be identified as summary decisions.

Summary decisions are those cases, which were dismissed because the court lacked either jurisdiction, or the authority to grant the relief requested. The case was dismissed without adjudication of the complaint. Rather, the court ruled on the affirmative defense motion known as a lack of jurisdiction or Motion to Dismiss upon a Claim for Which Relief Can Be Granted. Remember, the court must have authority to determine the issues and grant the relief. If the court lacks the authority to do either, it doesn't have cognizance in the matter. In these cases, the court possessed sufficient authority to determine its jurisdiction and/or authority, which was to rule on the motion before it.

As the court has not stated a claim for which relief can be granted, the case against Me Shall be dismissed.

There are essentials to any case or controversy, whether administrative or judicial arising under the Constitution and Laws of the United States (Article III § 2, U.S. Constitution, "arising under" clause). See Federal Maritime Commission v. South Carolina Ports Authority, 535 U.S. (2002)

The following elements are essential:

1. When Challenged, standing, venue and all elements of subject matter jurisdiction, including compliance with substantive and procedural due process requirements, must be established in record.
2. Facts of the case must be established in record.
3. Unless stipulated by agreement, facts must be verified by competent witnesses via testimony (affidavit, deposition or direct oral examination).
4. The LAW of the case must affirmatively appear in record, which in the instance of a tax controversy necessarily includes taxing and liability statutes with attending regulations (See United States of America v. Menk. 260 F. Sup., 784 at 787 and United States of America v. Community TV. Inc., 327 F.2d 79 (10th Cir., 1964):
5. The advocate of a position must prove application of law to stipulated or otherwise provable facts.
6. The trial court, whether administrative or judicial, must render a written decision that includes findings of fact and conclusions of law.

These documents should all be filed as public records. See 5 U.S.C. § 2906 for requirements concerning filing oaths of office. In the event that You do not have a personal surety bond, You may provide a copy of Your financial statements, which You were/are required to file annually. Your financial statements will be construed as a private treaty surety bond in the event that You exceeded lawful authority.

YOUR PRESENTMENT IS NOT SUBMITTED TO ME WITH FIRST HAND KNOWLEDGE OF MATERIAL FACT WHICH CAN BE ENTERED INTO EVIDENCE UNDER THE PAINS AND PENALTIES OF PERJURY PER 26 USC 6065, 28 USC 1764 AND 28 USC 1765. YOU HAVE FAILED TO PROVIDE TO ME A COURT JUDGMENT AGAINST ME FOR THE EXACT AMOUNT OF THE STATED CLAIM, WET-INK-SIGNED UNDER THE PENALTIES OF PERJURY, WITH THE CHARGES AND CLAIM(S) AS INFORMATION TO BE ENTERED

INTO EVIDENCE INTO THIS CASE. YOU ARE FIRED AND DISCHARGED, AND ARE PRACTICING LAW WITHOUT A LICENSE AND INTERFERING IN MY COMMERCIAL AFFAIRS WITHOUT MY PERMISSION. YOU ARE LIABLE TO ME FOR YOUR ACTIONS IN YOUR INDIVIDUAL AND CORPORATE CAPACITY, ALL SUPERVISORS, HEIRS, AGENTS AND ASSIGNS OF YOU ARE ALSO JOINTLY/SEVERALLY LIABLE IN THIS PRIVATE CONTRACT WITH ME. YOUR USE OF THE NAME PETE SPANO IN COMMERCE WITHOUT MY PERMISSION IS ALSO YOUR TACIT AGREEMENT TO PAY \$500,000.00 LAWFUL SILVER COIN MINTED BY THE UNITED STATES OF AMERICA FOR EACH VIOLATION PER USER/ISSUER WITHOUT RECOURSE. THIS COULD ADVERSELY AFFECT YOUR CREDIT REPORT. YOU ARE ORDERED TO CEASE AND DESIST FROM FURTHER CONTACT WITH ME OR ATTEMPT TO COLLECT FROM ME, AS YOU HAVE FAILED TO STATE A CLAIM AGAINST ME UNDER THE PENALTIES OF PERJURY.

**I would appreciate your prompt attention and response to this matter. Please contact Me by registered mail as this notice also constitutes a Notice to Cease Telephonic Communication.**

Produce the contract signed by me under which you compel performance UCC 1-201(3). The attached are incomplete instruments UCC 3-115. These documents do not Evidence:

1) The statute and implementing regulation for the specific requirement you imply I am liable for under the pains and penalties of perjury per 26 USC 6065 PUBLIC LAW.

2) You did not Evidence the statute and implementing regulation which gives you authority to send the above noted Presentment under the pains and penalties of perjury per 26 USC 6065 PUBLIC LAW..

Your Presentment is being returned by me Without Dishonor since you have sent an incomplete instrument UCC 3-115 with which you are trying to induce the above, by Fraud UCC 3305(2)(B) & (C) causing violation of contract by the above with me.

Failure to provide me with the above requisites invalidates the Presentments you have made UCC 3-305(2).

You have ten (10) days to comply, from receipt of this Registered Mail UCC 1-201(10).

Failure on your part to vacate the presentments of your demand will result *in* my pressing criminal charges under 26 USC 7214 & Sec. 241 & 242 of Title 18, theft by deception, duress, coercion, fraud by inducement, material misrepresentation, malfeasance of office under color of law, extortion using the mail system. There *is* no immunity for anybody when they deal in commercial paper under the Eric and Clearfield Doctrine, see F.R.C.P. Evidence 902 paragraph 9, but not limited to.

**Respondent's failure to respond to this NOTICE, ACCEPTANCE OF CONTRACT, ORDER, DEMAND AND INVOICE in a timely manner under Regulation Z is Your tacit agreement without recourse that You "ARE ESTOPPED BY TACIT PROCURATION, COLLATERAL ESTOPPEL, STARE DECISIS, PROMISSORY ESTOPPEL, ESTOPPEL BY ACQUIESCENCE, AND RES JUDICATA", THAT YOU/THEY ARE NOW AND FOREVER BARRED TO ARGUE AND CONTROVERT THE ISSUES ADMINISTRATIVELY AND JUDICIALLY.**

**"YOU/THEY ARE IMPEACHED AND ARE IN ESTOPPEL"!**

The only due process and remedy open for Respondents is restricted to prove up on the issues of whether or not You:

# 1. **RESPONDED TIMELY BY REGISTERED U.S. MAIL**

# 2. **RESPONSE DONE BY AND IN AFFIDAVIT FORM**

# 3. **ANSWER POINT FOR POINT EACH AND EVERY ISSUE IN SPECIFICITY**

# 4. **ENTER EVIDENCE AND POINTS AND AUTHORITIES**

# 5. **THAT YOU/THEY DISCLOSE THEIR SOCIAL SECURITY NUMBER WITH SIGNATURE; OATH; BOND; CORPORATE CHARTER; ASSUMED NAME CERTIFICATE; LIMITED SALES, EXCISE, AND USE TAX PERMIT; BAR# AND LICENSE TO PRACTICE LAW, IN THE STATES INVOLVED IN RESPONDENTS' ACTION, AND A CERTIFIED COPY OF THE WRITTEN PERMISSION FROM DECLARANT TO USE THE COPYRIGHTED FICTION OF DECLARANT FOR COMMERCIAL OR FOR ANY OTHER PURPOSES**

# 6. **THAT YOU/THEY QUALIFY THEIR AFFIDAVIT UNDER THEIR UNLIMITED LIABILITY COMMERCIAL**

**OATH AND VERIFICATION**

**#7. THAT YOU/THEY SIGNATURE UNDER TITLE 28 PENALTIES OF PERJURY**

**#8. THAT ALL QUESTIONS ARE MANDATED ANSWERED, BOTH CONTRACT(S)/CLAIM(S)**

***OPPORTUNITY FOR TIMELY WITHDRAWAL  
OF OFFERS TO CONTRACT  
BY ALL RESPONDENTS***

In the event of your continuance of this matter, without proper and complete verification of debt, is your complete and permanently binding agreement to renumerate Declarant for \$1000.00, plus court costs, filing fees and miscellaneous expenses, plus compensatory damages of three (3) times the amount of your stipulated and unproven charges against Declarant, without recourse to all terms stipulated by Declarant, in which you will be subject to a public lien which is not a lis pendens lien upon You in your private and corporate capacity, with final charges of interest, penalties and miscellaneous charges to be determined at time of settlement, for interfering in the Commercial Affairs of Declarant and abrogating due process rights of same.

Kindly forward Your acceptance with payment or written notice of withdrawal to this Acknowledgement Official and witness to this notice to produce contract:

**YOUR NAME HERE**

**YOUR ADDRESS**

**MIRANDA WARNING**

Creditor in esse, supervisors, heirs, agents and assigns, Pursuant to the holding of the U.S. Supreme Court in *Miranda v. Arizona*, 384 U.S. 436 (1966). FORMAL NOTICE is hereby given to you that you have the Right to remain silent, under the Fifth Amendment; you have the right of Assistance of Counsel, under the Sixth Amendment; and anything which you say, or do, from this point forward, can and will be used against you in the District Court of the United States. See 18 U.S.C. 3231, in chief.

**LEGAL NOTICE**

**RESPONSIBILITY DISCLAIMER UNDER U.C.C. 3-501. UNDER TITLE 42 U.S.C. 1986 FOR KNOWLEDGE OF THE LAW, VENUE AND JURISDICTION OF ALL ACTIONS/CASES RELATING TO THIS CONTRACT ARE UNDER COMMON LAW JURISDICTION OF THE TITLE 4 U.S.C.: 1 AMERICAN FLAG OF PEACE OF THE united STATES OF AMERICA, REFERENCED UNDER PRESIDENTIAL EXECUTIVE ORDER 10834, AND UNDER ARTICLE (6) SECTION (3), OATH OF FIDUCIARY OFFICERS OF THE COURT, AND UNDER ARTICLE (IV) (4) SECTION (3), NO "state" (JUDGE) SHALL CREATE A STATE (AREA OF THE BAR), AND united STATES CODE ANNOTATED 11: NO "FOREIGN STATE" (LAW OF THE FLAG) SHALL HAVE JURISDICTION OVER A SOVEREIGN CITIZEN IN PARTY, AND ARTICLE (1) SECTION (9), AMENDMENT 13: NO TITLES OF NOBILITY (ESQUIRES) UNDER ANY FOREIGN FLAG JURISDICTION AND IN BREACH OF THE TREATY OF TITLE 28 U.S.C. 1605 "FOREIGN SOVEREIGN IMMUNITY ACT OF October 21, 1976 AND IN BREACH OF THE CONSTITUTION OF THE united STATES OF AMERICA, WILL BE ALLOWED IN THE JURISDICTION OF THE CASE. BREACH OF CONTRACT BY ANY PARTY WILL CAUSE SANCTIONS UNDER FEDERAL RULES OF CIVIL PROCEDURE RULE 16(t), WHEN THE CONSTITUTION OF THE united STATES OF AMERICA IS SURRENDERED FOR A FOREIGN STATE/POWER, AND BREACH OF**

**CONTRACT OF OATH OR AFFIRMATION FOR THE united STATES OF AMERICA, THEN CHARGES FOR PERJURY OF OATH (TITLE 18 U.S.C. 1621), CONSTRUCTIVE TREASON, AND FALSE SWEARING WILL BE BROUGHT AGAINST THE OFFICERS OF THE COURT. THE CONSTITUTION OF THE united STATES OF AMERICA IS MADE A PART OF THIS CONTRACT BY REFERENCE AND IN A "REAL TIME" "PRESENT TENSE" STATE OF BEING**

**NOTE: THIS DOCUMENT WILL BE MADE PART OF THE PUBLIC RECORD UNDER RULE 902 (4), (8) OF THE FEDERAL RULES OF EVIDENCE AND WILL BE USED TO ESTABLISH AN ADMINISTRATIVE RECORD WHICH WILL BE PROVIDED AS EVIDENCE IN ANY JUDICIAL PROCEEDINGS AT LAW OR EQUITY REGARDING THIS CASE.**

**NOTICE TO PRINCIPALS IS NOTICE TO AGENTS  
NOTICE TO AGENTS IS NOTICE TO PRINCIPALS**

Sincerley,

**YOUR NAME HERE**

**YOUR ADDRESS HERE**