

EXHIBIT “1-D”

In the Matter of the Arbitration
Between
Stark; Rideout; and USA,
No. _____

MEMORANDUM OF RECORD

TO:

Eric H. Holder, Jr.
UNITED STATES ATTORNEY GENERAL
U.S. DEPARTMENT OF JUSTICE
950 Pennsylvania Ave., NW
Washington, D.C. 20520-0001

FROM:

Bradley Christopher Stark
In care of:
2096 Northshore Drive, Unit F
Chula Vista, California 91913

ON BEHALF OF:

UNITED STATES OF AMERICA;
RICHARD B. ROPER;
JAMES T. JACKS;
SARAH R. SALDANA;
PAUL LEE YANOWITCH;
CHRISTOPHER STOKES;
LAURA SCHLIER;
RONALD LOECKER; and
TIMOTHY NEYLAN.

INTERESTED THIRD PARTY:

Shawn Michael Rideout
In care of:
2096 Northshore Drive, Unit F
Chula Vista, California 91913

RESPONDENTS

CLAIMANTS

23 January 2015

VIA: Facsimile transmission with enclosures to: The United States Attorney General at (202) 514.2001, (202) 307.6777; The Deputy Attorney General at (202) 514.0467; The Associate Attorney General at (202) 514.0238; and the Dispute Resolution Office at (202) 514.8910 and (202) 616.9570.

RE: NOTICE OF OFFER OF SETTLEMENT ON ARBITRATION AWARD 917092-B1/USAG 9 JUNE 2014.

NOTICE OF THIS OFFER OF SETTLEMENT AND STIPULATION AGREEMENT IS
COMMUNICATED UNDER THE LAW OF PRINCIPAL AND AGENT AND IS TO BE
CONSTRUED AS A SUB-CONTRACT FOR THE PURPOSE OF ENFORCEMENT

Dear Messer Attorney General:

Please note, an award ("Award") was issued against you and the Respondents noted above by an arbitrator on June 9, 2014, in accordance with the Federal Arbitration Act ("FAA") and provisions of the Revised Uniform Arbitration Act (2000) ("RUAA"), for your breach of contract and failure to perform obligations under the Conditional Acceptance for Value for Proof of Claim, bearing the Item No. 917092-B1/USAG agreed and accepted on 16 April 2010 and as amended for clarification on March 4, 2014 ("Contract No. 917092-B1/USAG"). The three (3) month time-limitation for filing any motions to vacate or modify the award have long since passed and you are forever time-barred from seeking vacatur or modification under the FAA. Furthermore, both you and the Respondents in this matter have failed to voluntarily comply with any and/or all parts of the Award. As such, I have filed an application in the United States District Court for the District of Columbia ("Court") in accordance with the provisions under Contract No. 917092-B1/USAG to confirm the Award and have it entered as a Judgment of the Court for enforcement. Since you and the Respondents have elected not to voluntarily comply with the Award, punitive damages awarded under point 8 of the Award are now fully enforceable against all Respondents. I am giving you and the Respondents an opportunity to rectify the situation with the enclosed Offer of Settlement and Stipulation Agreement.

It is my intent, in good faith, by and through this Notice and the enclosed Offer of Settlement and Stipulation Agreement, to enter into a contract for settlement and resolution of all matters and claims pertaining to the Award; Contract No. 917092-B1/USAG; the related criminal cases in toto; etc. It is my understanding that in accordance with the terms of the Contract No. 917092-B1/USAG and the Award that you and the Respondents are fully estopped from challenging, protesting, or contesting any and all matters relating thereto, including this communication of offer to contract. The enclosed Offer of Settlement and Stipulation Agreement is intended to be binding and represents a fair exchange of promises and obligations protecting the interests of all parties named therein and hereinabove. This Notice; the Offer of Settlement and Stipulation Agreement; and any and all attachments thereto are directed to be transmitted and communicated by either: facsimile transmission to the phone numbers indicated above; priority certified U.S. postal mail, Federal Express, United Parcel Service, DHL, or other courier to the Office of Attorney General, U.S. Department of Justice, at the address noted hereinabove; and/or by electronic mail designated for direct communication to the Attorney General by: Mark Castillo, Attorney-at-Law; John W. Stark, Jr, as authorized agent under full and general power of attorney.

Furthermore, if you choose to reject this Offer of Settlement and Stipulation Agreement, enforcement of every provision of the Award in full will be sought along with commencement to add the Interested Third Party named above as Co-Claimant and initiate the process of securing an award against the United States of America, et al. in a like manner. If you think that you have reason and/or authority to reject this Offer of Settlement and Stipulation Agreement you must communicate said rejection, with full legal citation authorizing your breach of the terms and conditions of the Contract No. 917092-B1/USAG; the Award; and this Notice, to the Claimants noted hereinabove; John W. Stark, Jr.; and Mark Castillo at their respective email addresses and/or facsimile phone numbers noted hereinbelow.

If you choose to accept the Offer and enter into a binding Settlement and Stipulation Agreement as set forth in the attachment hereto, the Claimants will cease and desist pursuit and enforcement of the Award and processes of securing an award for the Interested Third Party noted above. Your acceptance will be unqualified and unconditional, whether executed voluntarily, by silence and/or inaction pursuant to Section 69(2) and (3) of the Restatement (Second) of Contracts, or under the default provisions contained herein.

This Offer of Settlement and Stipulation Agreement is open for voluntary acceptance and agreement by signature (original and/or facsimile is permitted and considered binding by law) a full 72 hours from the date of communication of said Offer and this Notice by successful facsimile transmission to any or all of the number(s) noted hereinabove. Upon expiry of the 72 hour time-limit you will be considered to be in default and subject to all conditions of default set forth hereinbelow. Your strict compliance and adherence to these terms is required and appreciated.

The enclosed Offer of Settlement and Stipulation Agreement is not subject to negotiation and should be construed as being communicated on a take it or leave it basis. A brief snapshot of the mutually beneficial quid pro quo terms of the Settlement and Stipulation Agreement are:

1) In exchange for waiving enforcement of the claim for punitive damages set at 200 times the amount of actual damages (accruing every day of unlawful incarceration at the rate of \$1,565,217.39 per day), the Respondents agree and stipulate that the facts contained in Contract No. 917092-B1/USAG are applicable in full to Shawn M. Rideout, and further agree to include Shawn M. Rideout in the Offer of Settlement and Stipulation Agreement; and the judgment thereon as described therein;

2) In exchange for Bradley C. Stark agreeing to cease and desist with the discussion and assistance of various persons and entities in the arbitration of criminal matters in the federal venue that are not specifically listed in the Offer of Settlement and Stipulation Agreement or on the exemption list approved by the Parties, the Respondents agree to immunize Bradley C. Stark and Shawn M. Rideout from any further prosecution at the local, State, or Federal level;

3) In exchange for Shawn M. Rideout being included in the Offer of Settlement and Stipulation Agreement and in the judgment emanating therefrom, Shawn M. Rideout agrees and stipulates to waiving any and all claims against the United States, its officers, agents, employees, and contractors, in relation to the underlying void criminal action brought against him;

4) Claimants agree to the sealing and unpublishing of all matters pertaining to the Contract No. 917092-B1/USAG; the Award; the Offer of Settlement and Stipulation Agreement; and this Notice, in any and all court proceedings so as to ensure that the public and or other convicted persons or entities cannot access and utilize this process as outlined therein; and

5) That all matters awarded in the Award that have not been waived in the Offer of Settlement and Stipulation Agreement are fully enforceable and properly embodied within the terms of proposed judgment contained therein.

THIS NOTICE AND OFFER OF SETTLEMENT AND STIPULATION AGREEMENT ARE NOT SUBJECT TO THE DISCRETION OF THE COURT, the Respondents, or other recipients. As noted hereinabove, if you think you have reason to reject this Notice or the Offer of Settlement and Stipulation Agreement, additionally, you are required to provide a sworn affidavit as to why and under what authority you are not required to accept the enclosed Offer, or advise me of any defect you may find in the Offer or this Notice, and provide your bond in support of your position. Your failure to do so will be certified as fraud on your part, pursuant to *United States v. Tweel*, 550 F.2d 297, 299-300 (5th Cir. 1977):

"Silence can only be equated with fraud when there is a legal or moral duty to speak, or when an inquiry left unanswered would be intentionally misleading [. . .]. We cannot condone this shocking conduct [. . .]. If this is the case we hope our message is clear. This sort of deception will not be tolerated and if this is routine, it should be corrected immediately."

YOUR RESPONSIBILITY. You have 72-hours to review, voluntarily accept, and sign the enclosed Offer of Settlement and Stipulation Agreement. Upon execution of your signature on behalf of the United States and your Office, you are required to cause to be transmitted via facsimile and priority mail the signed Offer of Settlement and Stipulation Agreement to either the Warden; Associate Warden(s); and/or the Captain of the Federal Bureau of Prisons, Federal Correctional Institution at Ashland, Kentucky, with instructions to the appropriate FCI Ashland administrative staff to locate the Claimants in a timely manner for execution of their signatures on the Offer of Settlement and Stipulation Agreement, and to further direct FCI Ashland administrative staff to immediately fax the signed document back to your Office. Upon receipt of the Claimants signatures thereto, you are further responsible to transmit via facsimile and priority mail to Mark Castillo of CURTIS|CASTILLO PC, in Dallas, Texas, at the addresses noted herein, the signed Offer of Settlement and Stipulation Agreement for final execution of signature by the attorney for the Claimants. Once all parties have signed the attached Offer of Settlement and Stipulation agreement you are mandated to release the Claimants from custody and to be set at liberty forthwith.

DEFAULT. Failure to respond pursuant to said terms of response or specifically perform under the provisions of this Notice and the enclosed Offer of Settlement and Stipulation Agreement, will comprise a default on your part and on the part of the Respondents. As an operation of law, a default will comprise your agreement, consent, and confession to all of the terms, statements, and facts of this Notice and the attached Offer of Settlement and Stipulation Agreement therein and therewith, and all inclusions and indorsements, front and back, annexed hereto. Your default will comprise your confession to the United States holding all liability in this matter along with the other Respondents, your stipulation that the Claimants have exhausted their administrative remedies, and your consent to all necessary enforcement procedures and proceedings.

CONFESSION OF JUDGMENT. Default will comprise your agreement to have judgment entered in the manner set forth in the attached Offer of Settlement and Stipulation Agreement and to all proposed terms of judgment established therein. Further, your default will comprise your stipulation and ratification as to all facts stated and expressed in the Contract No. 917092-B1/USAG and the Offer of Settlement and Stipulation Agreement.

SELF-EXECUTING SPECIAL POWER OF ATTORNEY COUPLED WITH INTEREST. To facilitate your strict compliance with the terms of the Contract No. 917092-B1/USAG; the Award; the enclosed Offer of Settlement and Stipulation Agreement; and the enforcement thereof, by your default, you give, by remaining silent, irrevocable special power of attorney to Claimants or their retained Counsel to sign and execute for you and on behalf of the Respondents regarding the enforcement of your obligations under Contract No. 917092-B1/USAG; the Award; and the Offer of Settlement and Stipulation Agreement. In that event, you instruct and authorize the Claimants or their retained Counsel to execute your signature and/or the Respondent(s) signature(s) in representative capacity on a

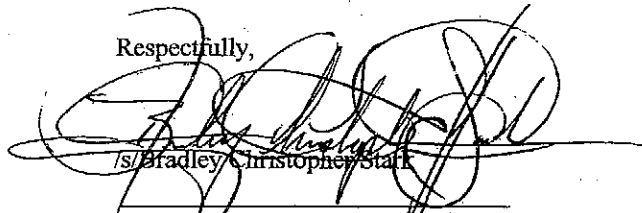
Self-Executing Irrevocable Special Power of Attorney document with respect to these proceedings and any and all matters related thereto.

WAIVER OF RIGHTS. Your default will comprise your consent, agreement, and confession to waive any and all rights to raise a controversy, appeal, object to, or controvert administratively, judicially, or through binding arbitration any of the terms and provisions in the Contract No. 917092-B1/USAG; the Award; this Notice; and the Offer of Settlement and Stipulation Agreement; or the estoppel. Upon default you and your agents may not argue, controvert, or protest the finality of the matters and pleadings raised herein to which you have agreed unless such Waiver of Rights which follows is declined in writing. Any such argument will comprise your confession to Perjury, Enticement to Slavery, and other crimes. The Respondents confession of judgment is res judicata and stare decisis.

CERTIFICATION AND RECORDING OF NON-PERFORMANCE FOR EVIDENTIARY PURPOSES. For your protection, non-performance will be certified and recorded in the public record as evidence that Bradley Christopher Stark and Shawn Michael Rideout have exhausted their administrative remedies and that you have elected to waive all rights to raise a controversy or claim immunity in these proceedings, having declined the opportunity to plead.

Thank you for your assistance in this matter.

Respectfully,



/s/ Bradley Christopher Stark

BRADLEY CHRISTOPHER STARK.

COMMUNICATION COORDINATES:

Bradley Christopher Stark
Reg. No. 69122-053
Housing: G001-009 U
Federal Correctional Institution --
P.O. Box 6001
Ashland, KY 41105-6001
Phn: 606.928.6414
Fax: 606.929.4395

Shawn Michael Rideout
Reg. No. 55659-060
Housing: D003-004 U
Federal Correctional Institution
P.O. Box 6001
Ashland, KY 41105-6001
Phn: 606.928.6414
Fax: 606.929.4395

John W. Stark, Jr.
39335 Vineland Street
Sp. 91
Cherry Valley, CA 92223
Phn: 951.515.7308
Fax: 951.845.6106

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CURTIS|CASTILLO PC
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