**FILE ON DEMAND!!!! SERVED BY: UNITED STATES POSTAL SERVICE by the**

**UNITED STATES POST OFFICE *via* First Class Postage Prepaid**

**Conditional Acceptance for the Value COUPLED WITH AN INTEREST Agreement/Contract No. 3531-QW8429PPLXFHG SF-KH BF457HY71 – 4ETSWT4©**

**ACCEPTANCE OF THE CORPORATE OFFER TO CONTRACT WITH**

**FULL IMMUNITY AND WITHOUT RECOURSE- Conditional Acceptance NOTICE OF CHANGE IN TERMS OF AGREEMENT:**

**(Remember any writing and red in this document with the exception of “FILE ON DEMAND” you will amend and remove the instruction section)**

**CLAIMANTS/OFFEROR:**

(Number address)

C/O; General-Post Office

United States Minor, Outlying Islands

Nation: “ (State) ”

**RESPONDENTS/OFFEREE**:

UNITED STATES ATTORNEY GENERAL, *ET AL*

U.S. Department of Justice
950 Pennsylvania Avenue N.W.

D.C. 20530-0001 Washington

*Acting on behalf of*:

UNITED STATES EXECUTIVE OFFICE OF THE PRESIDENT, *et al*

THE STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , *et al*

THE UNITED STATES LEGISLATURE, *et al*

THE GOVERNOR OF THE STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, *et al*

THE SUPREME COURT OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, *et al*

THE SUPREME COURT OF THE UNITED STATES OF AMERICA, *et al*

THE UNITED STATES DEPARTMENT OF DEFENSE, *et al*

 **SHOW OF CAUSE PROOF OF CLAIM DEMAND**

IN THE MATTER OF: CONDITIONAL ACCEPTANCE FOR VALUE FOR PROOF OF CLAIM AS TO THE NATURE AND SOURCE OF THE LAW, VENUE, JURISDICTION, AUTHORITY, AND RELATIONSHIP THERETO; NATURE AND CAUSE OF ARREST, CRIMINAL PROCEEDINGS PROCESSES, LAWFULNESS THEREOF, & PROCEDURAL LEGALITY THEREIN; VALIDITY ANDENFORCEABILITY OF JUDGMENT(S), ORDER(S), WARRANT(S), UNLAWFUL IMPRISONMENT, AND THE LAWFULNESS THEREOF, POSSIBLE CONTRACT VIOLATION, FRAUD; ASSUMPTION OF DEBT, AND OTHER RELATED MATTERS AS ALL SUCH RELATE TO AND BEAR UPON CRIMINAL CASE/CAUSE BEING *VOID AB INITIO*.

**Statement of Purpose**.  “The general court finds that the authority of the department of safety *i.e*. Department of Transportation/motor vehicles, THE UNITED STATES, the DISTRICT OF COLUMBIA, THE EXECUTIVE BRANCH, the UNITED STATES LEGISLATURE, the UNITED STATES COURTS is limited to only the commercial users of the public ways and that the corporate State employees have, by their silence, failed to fully inform the sovereign people of the United States of America that an automobile, a Trust, Legal Person has been confirmed by UCC 9-102, 9-109, to be "private property" defined as **"household goods" and "consumer goods" not for commercial use or for profit or gain.**  Further, the courts have found that corporate public servants who ignore their accountability as mandated in the Bill of Rights, have by their silence and failure to fully inform the sovereign people of the consequences arising from the corporate "offer to contract," is deemed silent deception and inducement by fraud.**”**

**I. INTRODUCTION**

1.1 I have recently, through exhaustive study and research, come across certain information and apparent facts relating to and bearing upon matters within and arising from, the above referenced ***CIVIL/COMMERCIAL/Criminal Case/Cause*** beginning with the arrest of My Self; hereinafter “Undersigned, and the subsequent prosecution and criminal procedures resulting in the conviction and subsequent imprisonment of the Undersigned for what appears to be alleged violation(s) of alleged statute(s)/law(s) as contained within the United States Code (Statutes); and specifically THE ACT OF MARCH 9, 1933 Proclamations 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, USC; thereof, which may, or may not be constitutional in accordance with and pursuant to the Constitution for/of the United States of America; unless otherwise specifically noted, therefore creating the presumption that constitutional impermissible acts and misapplication of statute/law have occurred within; and throughout, the above referenced ***CIVIL/COMMERCIAL/Criminal Case/Cause*** *ab initio* in which your court, office, and the United States participated within; and, therein proceeded against the Undersigned to achieve the conviction and imprisonment.

1.2 In the Undersigned’s review of the above referenced ***CIVIL/COMMERCIAL/Criminal Case/Cause*** in light of information, and apparent facts relating to and bearing upon same, which have surfaced as a result of Stated studies and research as to matters referenced above, such have left the Undersigned confused; to say the least, and uncertain as to the validity and lawfulness of said proceedings within said Criminal Case/Cause, the nature of such, and the Undersigned’s present State of imprisonment.

1.3 Please know, and understand, that it is NOT the Undersigned’s intent, desire, NOR design to hinder the operation/function of your office, court, NOR the United States of America, NOR to cause embarrassment, disgrace, NOR to detract from the Honor and Dignity of same, NOR same invested within the Respondents. Be it known by Respondents, that the Undersigned herein; and hereby, agrees, consents, and covenants with the Respondents to perform the balance of the obligation on the term of imprisonment as imposed by the court within the above referenced Criminal Case/Cause, and to pay/perform ALL other; and additional, obligations; of whatever nature, pertaining thereto, therein, and arising therefrom, as well as to cease and desist in pursuing the matters contained herein, in this manner, conditioned upon Respondents tendering the requested Proofs of Claim.

1.4 The Undersigned seeks Proofs of Claim in the nature of discovery and validation of debt in exhausting the Undersigned’s Private Administrative Process for remedy (in the nature of an article in amendment I Petition for Redress of Grievance, and article in amendment IX reservation for resolution and equitable settlement under necessity) from Respondents, within their respective offices, and requests the tender of these Proofs of Claim with respect to; inter alia, the warrant of arrest, charging document/instrument (Information), and the affidavits in support thereof which the United Attorney’s Office for the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and through United States Attorney, within the court denoted within the above referenced ***CIVIL/COMMERCIAL/Criminal Case/Cause*** relied upon in its prosecution of the Undersigned, and thereby; and therein, established that the arrest and ALL proceedings and processes ensuing therefrom ARE lawful, proper, valid, constitutional, and thereby; and therein, procedurally legal so that the Undersigned may determine that the court, and ALL parties participating/involved within the above referenced Criminal Case/Cause, did/not commit constitutional impermissible acts and misapplication of statutes/laws in this matter, and did establish upon the face of the court’s record its jurisdiction in said ***CIVIL/COMMERCIAL/Criminal Case/Cause*** in accordance with and pursuant to due process of law or the law of the land; and the Undersigned was accorded proper and valid process and service therein, and the court’s jurisdiction therein as to both in personam jurisdiction and subject-matter jurisdiction; wherein the court acquires/obtains its authority to act and thereby enter/render valid and enforceable judgments, orders, and the like in any matter before it, claimed therein by the court within the above referenced Quasi-CIVIL/Quasi-COMMERCIAL/***CIVIL/COMMERCIAL/Criminal Case/Cause*** was complete and not fatally flawed.

1.5 Further, in-as-much, as the Undersigned is confused by the copyright symbol contained within what appears to be ALL books, codes, references, reporters, and the like dealing with “**law**”, and such a symbol’s use and employment in giving notice that the contents therein are the private property of the copyright owner, and the Undersigned freely admitting that the Undersigned has neither grant, franchise, license, NOR letters-patent to use said contents, NOR practice same; please be advised that ALL cites thereto, and excerpts therefrom, are used and employed herein merely for educational purposes; to show from where the Undersigned’s present understanding and confusion inheres from; and, due to the depth of the matters with which this document attempts to cover, the Undersigned has provided the excerpts there from to facilitate and ease the time burdens of the Respondents which the Undersigned understands is precious and limited.

1.6 As the Undersigned wants, wishes and desires to resolve this matter as soon as possible, it is of “necessity” that the Undersigned can only to do so conditioned upon Respondents providing the requested; and required, Proofs of Claim which are set-forth herein below, to wit:

There is some confusion, I believe someone is attempting to simulate a lawful process. It appears to the necked eye and the unsuspecting individual that there is a claim that someone was under contract, and that somehow the contract was breached, and that somehow this civil agreement could equate to a criminal liability, I on behalf of the DEFENDANT object- without recourse, and demand proof be made to appear on the record as to such validity of an erroneous presumption.

**I, acting on behalf of the defendant hereby object to the Court’s jurisdiction which is a right.[[1]](#footnote-1)**

***“… Jurisdiction is the power to hear and determine the subject matter in controversy between parties to a suit -- to adjudicate or exercise any judicial power over them. An objection to jurisdiction on the ground of exemption from the process of the court in which the suit is brought or the manner in which a defendant is brought into it is waived by appearance and pleading to issue, but when the objection goes to the power of the court over the parties or the subject matter, the defendant need not, for he cannot give the plaintiff a better writ, or bill … Its action (the court) must be confined to the particular cases, controversies, and parties over which the Constitution and laws have authorized it to act; any proceeding without the limits prescribed is CORAM NON JUDICE, and its action a nullity*.”**

**Whether want or excess of power is objected by a party or is apparent to the Court, it must surcease its action or proceed extrajudicially.**

**Jurisdiction is the power to hear and determine the subject matter in controversy between parties to a suit**, to adjudicate or exercise any judicial power over them; the question is, whether on the case before a court, their action is judicial or extra-judicial; with or without the authority of law, to render a judgment or decree upon the rights of the litigant parties. If the law confers the power to render a judgment or decree, then the court has jurisdiction; what shall be adjudged or decreed between the parties, and with which is the right of the case, is judicial action, by hearing and determining it. 6 Peters, 709; 4 Russell, 415; 3 Peters, 203-7″ Cited by *STATE OF RHODE ISLAND v. COM. OF MASSACHUSETTS*, 37 U.S. 657, 718 (1838).

**From the beginning this party has said, as stated, has objected to the Court’s jurisdiction, documenting the unwillingness of the defendant to submit to the Court’s jurisdiction leaving the court and the so-called prosecution in want of writ and/or bill!**

“Where a Court has jurisdiction, it has a right to decide every question which occurs in the cause; and whether its decision be correct or otherwise, its judgment, until reversed, is regarded as binding in every other Court. But, if it acts without authority, its judgments and orders are regarded as nullities. They are not voidable, but simply void; and form no bar to a recovery sought, even prior to a reversal, in opposition to them. They constitute no justification; and all persons concerned in executing such judgments or sentences, are considered, in law, as trespassers.” *Elliott v Peirsol*, 1 Pet. 328, 340, 26 U.S. 328, 340, 7L.Ed. 164 (1828)

**WRIT OF CORAM NON JUDICE**

In presence of a person not a judge. When a suit is brought and determined in a court which has no jurisdiction in the matter, then it is said to be **CORAM NON JUDICE**, and the judgment is void.

**OBJECTION**

The act of a party who objects to some matter or proceeding in the course of a trial, or an argument or reason urged by him in support of his contention that the matter or proceeding objected to is improper or illegal. Used to call the court’s attention to improper evidence or procedure.

**I in the first person capacity, accept your offer the contract under the following terms and conditions and this shall be construed as a counteroffer, done with full immunity and without recourse with respects the undersigned and his avatar; I shall be deemed to have obtained the age of majority retroactively, and to have disaffirmed any and all contracts made in infancy! I shall be deemed and it shall be held and adjudicated that I am a competent, natural Man, a natural person, that my words are never to be construed liberally, but contextually. That the only law that shall apply to my person is the principles of the “Golden rule” otherwise known as *The Common Law*. Acceptance of your offer is contingent on the aforementioned and you’re rebutting each and every one of the proofs of claim herein, point by point with facts and conclusions of the law of the land, original jurisdiction, common law, and that I and my property and my Interest are to be considered and held fully indemnified against any and all consequences as this agreement entered into is without recourse on my behalf and interest.**

**It is believed that you are a commercial entity, conducting commercial business, an entity that files COMPREHENSIVE ANNUAL FINANCIAL REPORTS inclusive of references, notes, ledgers, term definitions and by this conduct you document that you do not represent the sovereign order a private organization, engaging in private contracts to offer and subscription and/or application. I acting on my own behalf and on behalf of the defendant choose not to enter or engage in contract unless it’s under my terms. My terms are spelled out within the body of this instrument, if you should except those/these terms in their entirety without exception and/or amendment and or augmentation, then we shall proceed. If you choose not to accept the terms of this contract, then you have subjected my person, my interests, my estate, my assets, my property to involuntary servitude, which is illegal in all venues within the borders of the United States of America, a crime for which it is punishable by imprisonment and a fine, and restitution for damage done. This shall serve as notice upon yourself and upon the agents acting in agreement and in conspiracy with you to accomplish the ends for which you presume justify the means. You are held liable under the terms of arbitration specified herein, arbitration is an administrative remedy that has not been exhausted as yet, a remedy that remains available to my person, to my interests, to my estate, with reference my property.**

I would therefore demand that there be a showing of cause, that a warrant, affidavit, and the contract be made to appear on the record immediately which would somehow under some felonious circumstances purport to grant the court jurisdiction.

Now, just so that we have a clear understanding, I believe that someone held a hearing *exparte*’ by which they sought to obtain a warrant, however, it must be known that no warrant shall issue unless upon probable cause, in accord with due process of law. The due process of law that is guarantee is every person in America be they legal person, Physical person, juristic person, and/or natural person, and or artificial person, is that of common-law. Common law was the law in operation at the time and reference when the due process clause was introduced. The so-called courts are not courts of original jurisdiction, under the constitution as that is reserved for the Supreme Court. So since it is an absolute necessity that a party be notified before being subjected to any significant deprivation of rights, and that the hearing is not fixed in form, I will need such to be produced on the record where notification was sent to the alleged defendant and/or his party representative, and I must demand that information be made to appear immediately!

 **A continuing and running challenge to jurisdiction!**

The most novice of the legally wise are aware that they have the right to challenge jurisdiction, that they can challenge jurisdiction at any time, and that jurisdiction once challenged must be proved. I, acting on behalf of the alleged defendant does not enter a plea, do not permit anyone to enter a plea, shall never enter a plea, I have not, do not and shall not be forced and or compelled to enter your jurisdiction and or a plea!

You see, I realized the onus is not on myself, it’s not my responsibility to prove you have no jurisdiction, it’s your responsibility to prove you have jurisdiction. In times past these so-called ministerial clerks’ otherwise known as judges for the administrative courts, have sidestepped, ignored, have avoided responding directly to challenges. You don’t get to do that, not in this instance you do not, you will prove your standing, you will prove your capacity, you will prove your jurisdiction, you will prove your authority, you will prove that you represent the sovereign.

I know my estate shall never consent to involuntary servitude, and yes all of your actions or actions of involuntary servitude unless you can show that there is a contract, a subscription to license, that wasn’t entered into knowingly, willingly, intentionally, deliberately, with full knowledge and awareness at the time of its engagement.

You will prove that this party has not attained the age of majority.

You will prove that this party does not have the right to be at liberty.

You will prove that your so-called defendant is a natural person.

You will prove that the captioned name any you are complaint represented by all capital letters is a natural person, and not a legal person and/or legal name.

What is meant by you will prove, is that your presumption of Law is hereby challenged, there is no foundational principle and presumption of Law. There is a foundational principle in an unrebutted affidavit, that there is no foundational principle for an unrebutted assumption, presumption. Just because you raise a point does it mean that another party is obligated to counter your point, if you raise a point, it must be supported by facts and conclusions of law in the first instance or is construed in law as an invalid point. There must be validity to your claims, and yet you produce documents that are neither certified, backed by full faith and credit, which are facsimiles, copies, not evidence.[[2]](#footnote-2) And then you allow your so-called officers of your so-called courts to testify, to introduce evidence, and this contrary to the very same decisions handed down by your very same courts. For instance, an attorney, cannot testify, nor can an attorney introduce evidence into a case, you cannot do it on his behalf, and or on the behalf of another. Either he is an attorney, or he is a witness, but he cannot be both. If he offers testimony, the net testimony can be impeached, if he introduces evidence, that so-called evidence must be supported by facts and conclusions of law, not know so-called rules of evidence. The courts don’t get to create rule, they are servants, can’t create a rule that governs the people, there is no delegation of authority, and if there is please provide such with specificity, these rules that are completely spelled out within the framework of the Constitution and the Northwest ordinance of 1879. Therefore, I bring forth this my running objection to anyone claiming that they have introduced any evidence, especially if they’re claiming to introduce things such as fingerprints, photos, documentation, and or testimony of any kind. The information produced must be supported by an affidavit, sworn testimony under penalty, by an individual having firsthand knowledge of facts, not firsthand knowledge of presumptions.

The only thing that a party can do is to make objection the following:

Your jurisdiction comes from the entering of a plea, the subscription and/or license the contract! I nor my property shall, will, ever consent to such a subscription, to such a license, to such a contract quasi-or otherwise, under any circumstances whereby the benefit does not equate to a requirement. You see your contracts, your agreements, requires servitude, which is in violation of my right to not be subject to such. Your contract of involuntary servitude is interfering with my contract of involuntary servitude to my God. Your practices interferes with my right to practice my religion as I choose and as directed by my God. You cannot impair my contract with my God, you cannot interfere and or attempt to negate the obligations of my voluntary contract with my God. This is how I know that there is no possible way you could have a contract with myself, whereby I would have volunteered to be in servitude, because I am prohibited by my God from serving another or another God.

So a show of cause hearing is demanded and the following attached proof of claims by way of government must be responded to a claim by claim for which you are making with facts, conclusions of law, specificity, without conjecture, without Statements unsupported by facts or conclusions of law. Please keep in mind only Congress in the United States has the authority to make law, so the courts and their so-called case law is inadmissible in every court, because case law has never been the law, and a ruling by a judge is not a ruling by a common-law jury, for the Constitution only recognizes the decisions of a common-law jury as being on rebuttable, so once again I place my running objection to the aforementioned arguments, standing capacity, and lawful application. Your courts are debt collectors the United States is deemed in law to be a debt collector, these proceedings take place under an act which identifies the procedures for collecting a debt (28 USC 3002).

The law grants myself, my person the right to offset, the damage that has been suffered, the void judgment that has not been corrected, despite the fact that this Court in the appeals court had an obligation to correct the void judgment. The denial of due process, the denial of the right to an evidentiary hearing, the denial of the right to subpoenas, the denial of the right to medical treatment, the denial of the right to bail, the denial of the right to access the Court, the denial of the right to access the mails, the denial of the right to practice a religion of choice, the denial of the right to be at liberty, the denial of the right to contract, the denial of the right to speak, the denial of the right to not be subjected to cruel and unusual punishment, the denial of the right to not be subjected to the invasive examination of one’s capacity, the denial of the right to challenge the jurisdiction of your courts and every other complaint associated with this matter presented to this body by this person.

You and this Court and the other officers of this court have taken an oath, you are under oath while sitting in the capacity of your office, anything you say can and will be used against you under that oath of office, and it is under that oath that I will bring forth my claim against you, and we will continue my claim by introducing this into your courts and proceeding with an administrative remedy known as arbitration. You will have 10 calendar days from the date of receipt of this communication to respond, 10 calendar days whereby you will have to rebut each and every one of the accompanying governing “proof of claims” and/or provide facts and conclusions of law supporting your position. Your failure to do so will be construed as a violation of your old of office, acting in bad faith, and such would be construed as bad behavior during the commission of your duty of care of office.

...We said in *Western Lawrence County Road Improvement District v. Friedman-D'Oench Bond Co*., 162 Ark. 362, 258 S.W. 378, 382: ‘At section 537 of Page on Contracts (2d Ed.), it is said: ‘One who has entered into a contract which **(he or she)** might avoid because of personal incapacity, such as an infant, an insane person, a drunkard, and the like, has the election to affirm such contract, or to disaffirm it, and when **(he or she)** has exercised **(his or her)** election, with full knowledge of the facts, such election is final...An infant's contracts relating to personal rights or personality may be disaffirmed by him while **(he or she)** is still an infant.. ‘The general rule, … is that the disaffirmance of a contract made by an infant nullifies it and renders it void *ab initio*, … and an infant may disaffirm contract during **(his or her)** minority or within a reasonable time after reaching **(his or her)** majority. The general rule, … is that the disaffirmance of a contract made by an infant nullifies it and renders it void *ab initio*, and that the rights of the parties are to be determined as though the contract had not been made, the parties being restored to the status quo \* \* ... **In 27 Am. Jur. Infants, § 11, p. 753;** **...43 C.J.S. Infants § 76 c, at page 183;** **In 43 C.J.S. Infants § 75 b, at p. 171;** **43 C.J.S. Infants § 75f, p. 176,** **Executors and Administrators, § 189; In 43 C.J.S. Infants § 75, p. 176, 43 C.J.S., Infants, § 78, pp. 190, 192....**

**i** further attest, affirm, DECLARE, as well as certify that **i** have firsthand actual knowledge of all of the events described herein. That the legal document, certificate of title, security instrument noted above carries information of my name as well as other credentials that of no other person, **i** am the owner. That **i** have resigned as registered agent for the agency associated with this instrument and did so by sending proper notification to Responsive parties. That **i** hereby withdraw any and all permissions extended to any and every party at any and every time to oversee my properties with reference to this instrument, my securities, and/or my interest, **i** am the true holder in due course, and disaffirm any and all contracts to the contrary.

**i** have attained the age of majority, **i** am competent, and capable of handling my own affairs and require/request that this be reflected in all records associated thereto/hereto immediately! **i** hereby of my own accord and in compliance with the Age of Majority Act and the associated local act[s] assume, commandeer, seize control of any and all accounts, assets, affairs associated with the minor account[s] and any and all primary account[s], heretofore, forthwith, retroactively, and perpetually.

The record shall reflect the attaining of the age of majority/adulthood, binding upon all jurisdictions, that **I** am a Native American, born in North America on the date indicated on the certificate of live birth, and this is my will, and **i** place this information as a Memorial of my will, and do so attesting under the organic Constitution of the United States of America, that the aforementioned information is accurate AND **i** DO HEREBY ATTEST, DECLARE AS WELL **AS AFFIRM THAT i HAVE NOTICE OF ESTOPPEL AND STIPULATION OF CONSTITUTIONAL OBJECTION AND CHALLENGE.** This affidavit completed with my hand sign, shall serve as a self-authenticating notary *i.e.* evidence.

**II.** **PROOFS OF CLAIM**

1. PROOF OF CLAIM, subject-matter jurisdiction: and specifically within the above referenced alleged Criminal Case/Cause, which is the most critical aspect of the courts authority to act; and specifically the alleged court of record within the above referenced alleged Criminal Case/Cause, can be waived, or can be conferred by consent, or cannot be objected to at any time, even after judgment for the first time; and, there is anything that Undersigned can do, or fail to do, which would cause the issue of subject-matter jurisdiction to be lost, not even a guilty ***plea or verdict*** in the criminal proceeding (or alleged criminal proceeding); which, is only a record admission to whatever is well alleged in the indictment. [*See: Singleton v. Commonwealth*, 208 S.W.2d 325, 327, 306 Ky. 454 (1948), which States: “The law creates courts and defines their powers. Consent cannot authorize a judge to do what the law has not given him the power to do.”; cf. *Brown v. State*, 37 N.E.2d 73, 77 (Ind. 1941); 21 Am.Jur.2d, Criminal Law, § 339, p. 589, which States: “Jurisdiction of the subject matter is derived from the law. It can neither be waived nor conferred by consent of the accused. Objection to the court over the subject matter may be argued at any stage of the proceedings, and the right to make such an objection is never waived.”; cf. *Harris v. State*, 82 A.2d 387, 389, 46 Del. 111 (1950); Matter of Green, 313 S.E.2d 193, 195 (N.C. App. 1984), which States: “It is elementary that the jurisdiction of the court over the subject-matter of the action is the most critical aspect of the court’s authority to act. Without it, the court lacks any power to proceed; therefore, a defense based upon this lack cannot be waived and may be asserted at any time. Accordingly, the appellant may raise the issue of jurisdiction over the matter for the first time on appeal although they initially failed to raise the issue before the trial court.”; cf. *Monaco v. Carey Canadian Mines, Ltd*., 514 F. Supp. 357 (D.C. PA 1981); *Babcock & Wilcox Co. v. Parsons Corp*., 430 F.2d 531 (1970); *Athens Community Hosp., Inc. v. Schweiker*, 686 F.2d 989 (1982); *Edwards on Behalf of Nagel v. Department of the Army*, 545 F. Supp. 328 (1982); *Zenith Radio Corp. v. Matsushita Elec. Indus. Co, Ltd*., 494 F. Supp. 1161 (D.C.PA 1980); *Basso v. Utah Power & Light Co*., 494 F.2d 906, 910; *Hill Top Developers v. Holiday Pines Service Corp*., 478 So.2d 368 (Fla.2d DCA 1985); *People v. McCarty*, 445 N.E.2d 298, 304, 94 Ill.2d 28 (1983), (cases cited), which States: “Subject matter jurisdiction cannot be conferred by a guilty plea if it does not otherwise exist.... The guilty ***plea or verdict*** must confess some punishable offense to form the basis of a sentence. The effect of a ***plea or verdict*** of guilty is a record admission of whatever is well alleged in the indictment. If the latter is insufficient the ***plea or verdict*** confesses nothing.”]

2. PROOF OF CLAIM, the actual nature and cause of the above referenced ***CIVIL/COMMERCIAL/Criminal Case/Cause*** and ALL proceedings, procedures, and processes therein, were in fact fully disclosed and explained to the “named” defendant in said Criminal Case/Cause; or, the Undersigned, by the Presiding Judge, United States Attorney (or his Assistant), and or the alleged court of record appointed Defense Attorney; and, such full disclosure does appear upon the face of the record of the alleged court of record, but said facts relating to the actual nature and cause of said ***CIVIL/COMMERCIAL/Criminal Case/Cause*** were not rather actively and purposely concealed and hidden by said “Officer(s)” of “the United States” and or “Court” which thereby; and therein, constituted and established acts of fraud against and upon the “named” defendant within said ***CIVIL/COMMERCIAL/Criminal Case/Cause*** and the Undersigned by said “officers.”

3. PROOF OF CLAIM, whereas the Constitution for the United States of America at Article I, Section 8 and 10 clearly prohibits the Congress from printing and issuing Federal Reserve Notes as it is a constitutional entity, or purportedly so, and its actions are limited thereby; and therein, a corporation or trust is not; e.g., the Federal Reserve System, created by Congressional Act in 1913, and as a “un/non-constitutional Congressional entity” without the Constitution, and therefore not bound NOR encumbered by said document/instrument, may proceed to print and issue money (currency) which would be an unconstitutional form of money for Congress; restrained as it is, by the instrument/document of its creation, these “un/non-constitutional legislative entities”; e.g., the Legislative Reference Bureau, and the alleged statute(s)/law(s) they create/generate is not a “un/non-constitutional” issue having no nexus with the Constitution; and, the binding force or effect of said statute(s)/law(s) is not established/created solely from; or by, contract between the parties; which, once silent judicial notice of said contract is taken by the presiding judge, whether real or presumed, expressed or implied, revealed or unrevealed, therein operates/functions to bind the “named” defendant in the case/cause; and specifically the “named” defendant within the above referenced alleged Criminal Case/Cause, to the alleged/charged violation(s) of Statute(s)/law(s) cited within and upon the face of the warrant of arrest, charging document/instrument (Indictment), and affidavits in support thereof; and specifically within the above referenced alleged Criminal Case/Cause, unless said judicial presumption of a contract is rebutted.

1. Please note that although it is the United States Treasury Department who prints the so-called Federal Reserve notes, these notes have no value and are not backed by anything-

“Federal Reserve notes are not redeemable and receive no backing by anything This has been the case since 1933. The notes have no value for themselves,” this is taken from the official website of the United States financial expert, the United States Department of the Treasury whose job it is to print the money to be utilized by the public and note how they say that since the government declared bankruptcy in 1933 their notes have had no value.

 **An official website of the United States Government[[3]](#footnote-3)**

 ***An official website of the United States Government***

[**U.S. DEPARTMENT OF THE TREASURY**](https://www.treasury.gov/index.php/)

The Federal Reserve issues bookkeeping entry credit, there is no constitutional amendment permitting the Federal Reserve and/or the treasury to create worthless items and declared them to be currency. The Constitution has held that the monies created by Congress must have a value, and this is not a market value but a national currency value. Federal Reserve bookkeeping entry credit is not regulated by Congress, making this process by the Federal Reserve, the issuance of bookkeeping entry credit, unconstitutional. That is, unless and until you can provide facts and conclusions of law and not opinion to the contrary.

4. PROOF OF CLAIM, it appears within and upon the face of the record of the alleged court of record in the above referenced alleged Criminal Case/Cause, the nature of the statute(s)/law(s) cited within and upon the face of the warrant of arrest, charging document/instrument (Indictment), and affidavits in support thereof, as relied upon by said court to assume its jurisdiction in the case/cause and over and upon the parties therein; and, the consequences of entering a plea; as established supra at Proof of Claim No. 92 and 93, were disclosed to the “named” defendant within the above referenced alleged Criminal Case/Cause, and the Undersigned by ANY “officer” of said court and/ or United States; and, was not rather actively concealed and hidden from the “named” defendant and the Undersigned by said “officers”; and, such concealment does not operate to constitute/establish acts of fraud upon and against the “named” defendant and the Undersigned within the above referenced alleged Criminal Case/Cause.

5. PROOF OF CLAIM, the proceedings in which the “named” defendant and the Undersigned were subjected to within the above referenced alleged Criminal Case/Cause, were not in equity/chancery; and the conflict was not with a “un/non-constitutional” source of authority for the existence of the statute(s)/law(s) alleged/charged as violated within and upon the face of the warrant of arrest, charging document/instrument (Indictment), and affidavits in support thereof.

6. PROOF OF CLAIM, courts, and the legal system today; and specifically the alleged court of record within the above referenced alleged Criminal Case/Cause, can and do recognize and proceed upon common-law crimes/offense, and therefore acts, which are made crimes/offenses, are not made so by statute, or rather “Code.”

7. PROOF OF CLAIM, all crimes are not commercial. [See: Constitution of/for the United States of America (1789, as amended 1791) Art. I, § 8, cl. 3 and 18; accord specifically THE ACT OF MARCH 9TH, 1933 Proclamations 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, USC; Title 27 CFR § 72.11; and *United States v. Volungus*, 595 F.3d 1. 4-5 (1st Cir. 2010); *United States v. Pierson*, 139 F.3d 501, 503 (5th Cir.), cert. denied, 525 US 896, 142 L Ed 2d 181, 119 S Ct 220, 1998 U.S. LEXIS 5985 (1998).]

8. PROOF OF CLAIM, the lack/want of subject-matter jurisdiction cannot stop a court; and specifically the alleged court of record within the above referenced alleged Criminal Case/Cause, from proceeding; and, does not void ALL orders, decisions, judgments, and the like of said court as it cannot be waived, may be asserted at any time even after trial for the first time, and is not affected by NOR negated by the act of entering a plea; not even a guilty plea*, a*s such would confess nothing; and, this lack/want of subject-matter jurisdiction, whether ensuing from a fatally defective warrant of arrest or charging document/instrument; e.g., an Indictment as in the above referenced alleged Criminal Case/Cause, for employing/using and citing “unconstitutional statute(s)/law(s); or, “un/non-constitutional” statute(s)/law(s)/Code(s) without nexus (relationship); e.g., contract or otherwise, established and existing between the parties, does not effectuate the same result; *i.e*., the judgment is VOID and a complete nullity *ab initio*, unenforceable, and without binding force and effect, even before reversal.

9. PROOF OF CLAIM, when ***a natural person, as understood and defined in law,*** has shown that he was arrested, imprisoned, or restrained of his liberty by another, the law does not presume it to be un-lawful till proven otherwise. [*See: People v. McGrew*, 77 Cal. 570, 20 P. 92 (1888); *Knight v. Baker*, 117 Ore. 492, 244 P. 543, 544 (1926)]

10. PROOF OF CLAIM, in a claim of false arrest and false imprisonment “good faith” on the part of the arresting/restraining officer(s)/person(s) is a justification for the detention or imprisonment; and a lack/want of “reasonable” or “probable cause,” and “malice” are essential elements of the action/claim; and are therefore viable and acceptable defenses against said action/claim. [*See: Sergeant v. Watson Bros. Transp. Co*., 244 Ia. 185, 52 N.W.2d 86, 92, 93 (1952), citing: *Maxwell v. Maxwell*, 189 Ia. 7, 177 N.W. 541 (1920), which States: “False Imprisonment is the unlawful restraint of an individual’s personal liberty or freedom of locomotion… The good faith of the actor is not justification, nor is the want of probable cause an essential element, as in the case of malicious prosecution.”; *Bean v.* *Best*, 77 S.D. 433, 93 N.W.2d 403 (1958); *Carter v. Casey*, 153 S.W.2d 744, 746 (Mo. 1941), which States: “It is well settled law the want of reasonable or probable cause and the want of malice are elements not entering into the action of false imprisonment in so far as actual damages are concerned.” *Daniels v. Milstead*, 221 Ala. 353, 128 So. 447, 448 (1930), which States: “In false imprisonment, the essence of the tort is that the plaintiff is forcibly deprived of his liberty, and the good intent of the defendant, or the fact that he had probable cause for believing that an offense was committed, and acted in good faith will not justify or excuse the trespass.”; cf. *De Armond v. Saunders*, 243 Ala. 263, 9 So.2d 747, 751 (1942); *Holland v. Lutz*, 194 Kan. 712, 401 P.2d 1015, 1019 (1965), which States: “The motive with which a restraint of liberty is accomplished, be it evil or good, is irrelevant to the question of whether or not an unlawful arrest has been established. The existence of actual malice is of consequence only as it may afford the basis for punitive damages. In *Garnier v. Squires*, 62 Kan. 321, 62 P. 1005, the court said: ‘As will be seen, malice and willfulness are not essential elements of false imprisonment; and motives of the defendant, whatever they may have been, are not material to the case.’”; *Maha v. Adam*, 144 Md. 335, 124 A. 901, 905 (1924), which States: “In false imprisonment suits, …the essence of the tort consists in depriving the plaintiff of his liberty without lawful justification, and the good or evil intention of the defendant does not excuse or create the tort. 11 R.C.L. 791 …Any deprivation by one person of the liberty of another without his consent, constitutes an imprisonment, and if this is done unlawfully, it is false imprisonment, without regard to whether it is done without probable cause.”; *Ehrhardt v.* ***I in the first person capacity****lls Fargo & Co*., 134 Minn. 58, 158 N.W. 721, 722 (1916); *Swafford v. Vermillion*, 261 P.2d 187 (Okl. 1953); 35 C.J.S., False Imprisonment, §7, p. 631; 32 Am. Jur., False Imprisonment, §§6, 7, p. 64, §114, p. 178; *Hostettler v.* *Carter*, 175 P. 244, 246 (Okl. 1918); *Markey v. Griffin*, 109 Ill. App. 212 (1903); *Southern Ry. Co. in Kentucky v. Shirley*, 121 Ky. 863, 90 SW. 597, 599 (1906), which States: “In Starkie’s Evid. 1112, it is said: ‘No proof of malice or want of probable cause is necessary to make a case for false imprisonment.’”]

11. PROOF OF CLAIM, the guilt of ***a natural person, as understood and defined in law,*** arrested does have any bearing upon the legality of the arrest. [*See: Sergeant v. Watson Bros. Transp. Co*., 244 Ia. 185, 52 N.W.2d 86, 92, 93 (1952), citing: *Neves v. Costa*, 5 Cal. App. 111, 89 P. 860 (1907); *Halliburton - Abbott Co. v. Hodge*, 44 P.2d 122, 125 (Okl. 1935), which States: “The guilt of the plaintiff is not material.” Michigan Law Review, vol. 31, April 1933, p. 750 (numerous cases cited), which States: “An arrest is unlawful, even though the arrestee be guilty of a felony, if the officer had not reasonable ground to believe him guilty. Thus, neither the guilt nor innocence of the person arrested has anything to do with the legality of the arrest; *Riegel v. Hygrade Seed Co*., 47 F. Supp. 290, 293 (1942), wherein it was held that the termination of a prior proceeding in favor of the one deprived of his liberty is not material to his suit; cf. *Thompson v. Farmer’s Exchange Bank*, 62 S.W.2d 803, 810 (Mo. 1933); 25 A.L.R., annotations, p. 1518]

12. PROOF OF CLAIM, even where ***a natural person, as understood and defined in law,*** has pleaded guilty, the arresting officer(s)/person(s) cannot still be liable for false arrest, and therefore, it has not been held that consent to an un-lawful arrest will not excuse an officer(s)/person(s) from his acts, nor will the law permit such a claim to be made. [*See: Hotzel v. Simmons*, 258 W. 234, 45 N.W.2d 683, 687 (1951); *Anderson v. Foster*, 73 Ida. 340, 252 P.2d 199, 202 (1953); *Meints v. Huntington*, 276 Fed. 245, 250 (1921), which States: “**I in the first person capacity** are of opinion that the law does not permit the citizen to consent to unlawful restraint, nor permit such a claim to be made upon the part of the defendants. In Wharton on Criminal Law, vol. 1, § 751e, it is said: ‘No ***a natural person, as understood and defined in law,*** has a right to take away another’s liberty, even though with consent, except by process of law. And the reason is, that liberty is an unalienable prerogative of which ***a natural person, as understood and defined in law,*** can divest himself, and of which any divestiture is null.’”]

13. PROOF OF CLAIM, a false; or un-lawful, arrest is not in and of itself an assault, or an assault and battery, trespass, or a graver offense; and the law does not regard such arrests as any other assault which may be resisted by the assaulted; and the officer(s)/person(s) making the arrest is not regarded as a personal trespasser. [*See: Town of Blacksburg v.* *Bean*, 104 S.C. 146, 88 S.E. 441 (1916), which States: “Common as the event may be, it is a serious thing to arrest a citizen, and it is a more serious thing to search his person; and he who accomplishes it, must do so in conformity to the laws of the land. There are two reasons for this; one to avoid bloodshed, and the other to preserve the liberty of the citizen. Obedience to law is the bond of society, and the officers set to enforce the law are not exempt from its mandates.”; 6A C.J.S., Arrest, § 16, p. 30, which States: “A sheriff who acts without process, or under a process void on its face, in doing such act, he is not to be considered an officer but a personal trespasser.”; *Roberts v. Dean*, 187 So. 571, 575 (Fla. 1939); *Allen v. State*, 197 N.W. 808, 810-811 (Wis. 1924); *Graham v. State*, 143 Ga. 440, 85 SE. 328, 331 (1915), which States: “A citizen arrested has a right to resist force in proportion to that being used to detain him. An unlawful arrest is an assault and battery or a graver offense.’; *State v. Robinson*, 145 Me. 77, 72 A.2d 260, 262 (1950), which States: “An illegal arrest is an assault and battery. The person so attempted to be restrained of his liberty has the same right, and only the same right, to use force in defending himself as he would in repelling any other assault and battery.”; *State v. Gum*, 68 W.Va. 105, 69 S.E. 463, 464 (1910), which States: “What rights then has a citizen in resisting an unlawful arrest? An arrest without warrant is a trespass, an unlawful assault upon the person, and how far one thus unlawfully assaulted may go in resistance is to be determined, as in other cases of assault. Life and liberty are regarded as standing substantially on one foundation: life being useless without liberty. And the authorities are uniform that where one is about to be unlawfully deprived of his liberty he may resist the aggressions of the offender, whether of a private citizen or a public officer, to the extent of taking the life of the assailant, if that be necessary to preserve his own life, or prevent infliction upon him of some great bodily harm.”; *State v. Mobley*, 240 N.C. 476, 83 S.E.2d 100, 102 (1954) (authorities cited therein), which States: “The offense of resisting arrest, both at common law and under statute, presupposes a lawful arrest. It is axiomatic that every person has the right to resist an unlawful arrest. In such case, the person attempting the arrest stands in the position of wrongdoer and may be resisted by the use of force, as in self-defense.”; *Wilkinson v. State*, 143 Miss. 324, 108 So. 711, 712-713 (1926)]

14. PROOF OF CLAIM ***a natural person, as understood and defined in law,*** cannot resist the un-lawful seizure of personal property sought or forcefully taken without warrant; *i.e*., a warrant outside and foreign to the “law of the land” or “due process of law” without nexus (relationship) thereto; contractually or otherwise, or a warrant invalid on its face and not in compliance with requirements and prohibitions of the 4th Amendment to the Constitution for the United States of America; and, such personal property does not include; inter alia, fingerprints[[4]](#footnote-4), photographic images of the man or woman, bodily fluids, D.N.A., R.N.A., exemplars, and the like. [*See: City of Columbus v. Holmes*, 152 N.E.2d 301, 306 (Ohio App. 1958), which States: “What of the resistance to arrest? The authorities are in agreement that since the right of personal property is one of the fundamental rights guaranteed by the Constitution, any unlawful interference with it may be resisted and every person has a right to resist an unlawful arrest.”]

15. PROOF OF CLAIM, whereas the common-law recognizes and authorizes arrests without warrants only in cases where the public security requires it, such interests are not confined only to felonies and breaches of the peace committed in the presence of an officer. [*See: Radloff v. National Food Stores, Inc*., 20 Wis.2d 224, 121 N.W.2d 865, 867, which States: “In *Stittgen v. Rundell*, (1898), 99 Wis. 78, 80, 74 N.W. 536, this court established the principle that ‘An arrest without a warrant has never been lawful except in those cases where the public security requires it; and this has only been recognized in felony, and in breaches of the peace committed in the presence of the officer.’” NOTE: This rule was reaffirmed in *Gunderson v. Stuebing*, 125 Wis. 173, 104 N.W. 149 (1905); A.L.R., Annotated, 585; Ex parte Rhodes, 202 Ala. 68, 79 So. 462, 464 (1918); *State v. Mobley*, 204 N.C. 476, 83 S.E.2d 100, 102 (1954), which States: “It has always been the general rule of the common law that ordinarily an arrest should not be made without warrant and that, subject to well-defined exceptions, an arrest without warrant is deemed unlawful. 4 Bl. Comm. 289 et seq.; 6 C.J.S., Arrest, § 5, p. 579. This foundational principle of the common law, designed and intended to protect the people against the abuses of arbitrary arrests, is of ancient origin. It derives from assurances of Magna Carta and harmonizes with the spirit of our constitutional precepts that the people should be secure in their persons. Nevertheless, to the general rule that ***a natural person, as understood and defined in law,*** should be taken into custody of the law without the sanction of a warrant or other judicial authority, the process of the early English common law, in deference to the requirements of public security, worked out a number of exceptions.

16. PROOF OF CLAIM, that it is not a fundamental rule of procedure well-grounded in the common-law, that where an arrest is made, the alleged offender is to be taken before a magistrate to be dealt with according to law. [*See*: *Muscoe v. Commonwealth*, 86 Va. 443, 447, 10 S.E. 534, 535 (1890)]

17. PROOF OF CLAIM, whereas an offender is to be taken before a magistrate to be dealt with according to law upon arrest, such fundamental rule of procedure is not to be observed without delay, or without unnecessary delay, and the failure in the observance of said procedural rule does not render the arresting officer(s)/person(s) liable for false imprisonment. [*See*: 4 Bl. Comm., Ch. 21, p. 292, which States: “A constable may, without warrant arrest anyone for a breach of the peace committed in his view, and carry him before a justice of the peace.”; *Mullins v. Sanders*, 189 Va. 624, 54 S.E.2d 116, 120 (1949), citing: 22 Am. Jur., False Imprisonment, §20, p. 366, which States: “It is the duty of an officer or other person making an arrest to take the prisoner before a magistrate with reasonable diligence and without unnecessary delay; and the rule is well settled that whether the arrest is made with or without a warrant, an action for false imprisonment may be predicated upon an unreasonable delay in taking the person arrested before a magistrate regardless of the lawfulness of the arrest in the first instance.”; 35 C.J.S., False Imprisonment, §§30-31, pp. 545-547; *Peckham v. Warner Bros. Pictures*, 36 Cal.App.2d 214, 97 P.2d 472, 474 (1930); *Oxford v. Berry*, 204 Mich. 197, 170 N.W. 83, 83 (1918)]

18. PROOF OF CLAIM, where an arrest is lawful, a failure on the part of the arresting officer(s)/person(s) in observing their duty to take the arrested ***a natural person, as understood, and defined in law,*** before a magistrate and to do so without delay or unnecessary delay, will not be regarded as false imprisonment. [*See: Kleidon v. Glascock*, 215 Minn. 417, 10 N.W.2d 394, 397 (1943), which States: “Even though an arrest be lawful, a detention of the prisoner for an unreasonable time without taking him before a committing magistrate will constitute false imprisonment.”; *Orick v.* *State*, 140 Miss. 184, 105 So. 465, 470 (1925), citing: *Kurtz v. Moffitt*, 115 U.S. 487, 499 (1885), wherein it was Stated by the court: “By the common law of England” an “arrest without warrant for a felony” can be made “only for the purpose of bringing the offender before a civil magistrate.”]

19. PROOF OF CLAIM, this fundamental procedural rule of taking ***a natural person, as understood and defined in law,*** upon arrest before a magistrate without delay, or unnecessary delay, is not the “due process of law” or “the law of the land” to be followed; and, a false imprisonment does not ensue from the arresting officer(s) or person(s) dropping off said ***a natural person, as understood and defined in law,*** to a jail for detention therein, as said officer(s)/person(s) are so authorized to act in such the land.” [*See: Garnier v. Squires*, 62 Kan. 321, 62 P. 1005, 1007 (1900), which States: “The law contemplates that an arrest either by an officer or a private person with or without warrant is a step in a public prosecution, and must be made with a view of taking the person before a magistrate or judicial tribunal for examination or trial; and an officer, even, subjects himself to liability if there is an unreasonable delay after an arrest in presenting the person for examination or trial.”]

20. PROOF OF CLAIM, the only reason that can justify having an arrested ***a natural person, as understood and defined in law,*** in jail or detained by the arresting officer(s)/person(s) is not as a necessary step in bringing the ***a natural person, as understood and defined in law,*** before a magistrate and therefore the detainment of said ***a natural person, as understood and defined in law,*** in a jail, police office, station, barracks, and the like for purposes of “booking,” “finger printing,” “investigating,” “interrogation,” and the like is not un-lawful and illegal. [*See: Kominsky v. Durand*, 64 R.I. 387, 12 A.2d 652, 655 (1940), which States: “When an officer makes an arrest, without warrant, it is his duty to take the person arrested, without unnecessary delay, before a magistrate or other proper judicial officer having jurisdiction, in order that he may be examined and held or dealt with as the case requires. But to detain the person arrested in custody for any purpose other than that of taking him before a magistrate is illegal.”; *State v.* *Freemen*, 86 N.C. 683, 685-686 (1882), which States: “[T]he question occurs, what is the officer to do with the offender when he shall have been arrested without warrant. All the authorities agree that he should be carried, as soon as conveniently may be, before some justice of the peace.” NOTE: Though this case involved an arrest without warrant, the court Stated it is the duty of the arresting officer upon making an arrest, “whether with a warrant or without one,” to carry the offender at once before a justice.]

21. PROOF OF CLAIM, an arrested man or woman’s Right to be promptly taken to a judicial officer for hearing/examination, and the duty of the arresting officer(s)/person(s) to protect said Right does depend upon statute law of the United States as may be contained within the United States Code. [*See: Winston v. Commonwealth*, 188 Va. 386, 49 S.E.2d 611, 615 (1948), which States: “But even if the circumstances of the arrest were not within the purview of the particular statute, it was the duty of the arresting officer to have the defendant within a reasonable time, or without unnecessary delay, before a judicial officer in order that the latter might inquire into the matter and determine whether a warrant should be issued for the detention of the defendant, or whether he should be released.”; NOTE: In speaking on what manner of arrests were lawful at common-law when an arrest is made, the Supreme Court of Rhode Island in *Kominsky v. Durand*, 64 RI. 387, 12 A.2d 652, 654 (1940) (authorities cited), Stated: “Coupled with the authority to arrest went an imperative obligation on the officer to bring the arrested person before a magistrate without delay. Especially was this true where the arrest had been made without a warrant… When an officer makes an arrest, without warrant, it is his duty to take the person arrested, without unnecessary delay, before a magistrate or other judicial officer having jurisdiction, in order that he may be examined and held or dealt with as the case requires; but to detain the person arrested in custody for any purpose other than that of taking him before a magistrate is illegal.”]

22. PROOF OF CLAIM, this rule of law requiring an arresting officer(s)/person(s) to bring the arrested ***a natural person, as understood and defined in law,*** before a magistrate, or judicial officer having jurisdiction, is not the same throughout all the States composing the American compact; and, can be abrogated by statute as may be contained within the United States Code; and, said rule has not been upheld within the federal courts; and, is not prescribed within said courts rules. [*See*: 18 U.S.C.A., Rules of Criminal Procedure, Rule 5, p. 28, which States: “An officer making an arrest under a warrant issued upon a complaint, or any person making an arrest without a warrant, shall take the arrested person without unnecessary delay before the nearest available federal magistrate, or in the event that a federal magistrate is not reasonably available, before a State or local officer authorized by 18 U.S.C. § 3041.” *Greenwell v. United States*, 336 F.2d 962, 965 (1964), wherein two F.B.I. agents assisted by two local policemen on an outstanding warrant for bank robbery arrested a man or woman, placed him in a police vehicle, drove a few blocks, parked on the street under a street lamp and began to interview the ***a natural person, as understood and defined in law,*** wherein an alleged confession was obtained and the Federal Court of Appeals held the confession was inadmissible and reversed the conviction as the momentary parking of the police vehicle *en route* from the place of arrest was a detour from the path toward a prompt presentment before a magistrate, further stating: “The law requires an arresting officer to bring an accused before a magistrate as quickly as possible.”]

23. PROOF OF CLAIM, the arresting officer(s)/person(s) is not guilty of official oppression and neglect of duty when they willfully detain a prisoner without arraigning him before a magistrate within a reasonable time. [*See: People v.* *Mummiani*, 258 N.Y. 394, 180 N.E. 94, 96 (1932); *Peckahani v. Warner Bros. Pictures*, 36 Cal.App.2d 214, 97 P.2d 472, 474 (1939); *Kindred v. Stitt*, 51 Ill. 401, 409 (1869), which States: “**I in the first person capacity** are of opinion, the arrest of the plaintiff was illegal, and the verdict contrary to law and the evidence. And if the arrest was legal, they did not proceed according to law, and take him before a magistrate for examination, but conveyed him to another country, and there imprisoned him in the county jail, in a filthy cell, thus invading one of the dearest and most sacred rights of the citizen, secured to him by the great character of our land.”]

24. PROOF OF CLAIM, the rule of law requiring that an arrested ***a natural person, as understood, and defined in law,*** be brought without delay, or unnecessary delay, directly to a court or judicial officer having jurisdiction is not “due process of law” or “the law of the land” and as such, this procedural requirement can be abrogated by statute as may be contained with the United States Code. [*See: Judson v. Reardon*, 16 Minn. 387 (1871); *Long v. The State*, 12 Ga. 293, 318 (1852); *Moses v. State*, 6 Ga. App. 251, 64 S.E. 699 (1909; *Hill v. Smith*, 59 S.E. 475 (Va. 1907); *Folson v. Piper*, 192 Ia. 1056, 186 N.W. 28, 29 (1922); *Edger v. Burke*, 96 Md. 715, 54 A. 986, 988 (1903); *Bryan v. Comstock*, 220 S.W. 475]

25. PROOF OF CLAIM, where an arresting officer(s)/person(s) fails to take ***a natural person, as understood and defined in law,*** he has arrested before a proper judicial officer, or where said officer(s)/person(s) causes an unreasonable delay in doing so, or having failed to procure/obtain a proper/valid warrant for the detention of the arrested man or woman, said officer(s)/person(s) does not become a trespasser *ab initio*; and, is not thereby guilty of false imprisonment; and, such failure or delay in his official duty does not render said arrest un-lawful. [*See: Great American Indemnity Co. v. Beverly*, 150 F. Supp. 134, 140 (1956); Thomas Cooley, A Treatise on the Law of Torts, vol. I, § 114, p. 374 (numerous authorities cited therein), which States: “An officer; who has lawfully arrested a prisoner, may be guilty of false imprisonment if he holds for an unreasonable length of time without presenting him for hearing or procuring a proper warrant for his detention.”; *Farina v. Saratogo Harness Racing Ass’n*, 246 N.Y.S.2d 960, 961, which States: “…even though the arrest, when made, was legal and justified,” the officers “became trespassers *ab initio* and so continued to the time of the plaintiff’s release because of their failure to take him before a magistrate as required.”; *Sequin v. Myers*, 108 N.Y.S.2d 28, 30 (1951); *Bass v. State*, 92 N.Y.S.2d 42, 46-47, 196 Miscel. 177 (1949), which States: “If there was an unnecessary delay [in arraigning the claimant before a Justice of the Peace], then the arrest itself became unlawful on the theory that the defendants were trespassers *ab initio* and so continued down to the time when the plaintiff was lawfully held under a warrant of commitment, regardless of whether or not the plaintiff was guilty of any crime. [Numerous cases cited]. In *Pastor v. Regan, supra*, it is said that: ‘The rule laid down in the Six Carpenters’ case, 8 Coke 146, that if ***a natural person, as understood and defined in law,*** abuses an authority given him by the law he becomes a trespasser *ab initio*, has never been questioned.”; *Ulvestad* *v. Dolphin, et al*., 152 Wash. 580, 278 p. 681, 684 (1929), which States: “Nor is a police officer authorized to confine a person indefinitely whom he lawfully arrested. It is his duty to take him before some court having jurisdiction of the offense and make a complaint against him.... Any undue delay is unlawful and wrongful and renders the officer himself and all persons aiding and abetting therein wrongdoers from the beginning.]

26. PROOF OF CLAIM, when an arresting officer(s)/person(s) fails to perform part of his duty and it impinges upon the Rights of a man or woman, he is not deemed to be trespasser *ab initio* because the whole of his justification fails, and he stands as if he never had any authority at all to act. [*See: Brock v. Stimson*, 108 Mass. 520 (1871) (authorities cited); *Hefler v. Hunt*, 129 Me. 10, 112 A. 675, 676 (1921)]

27. PROOF OF CLAIM, the basis of this well-established procedural rule of law in taking an arrested ***a natural person, as understood and defined in law,*** without delay, or without unnecessary delay, directly before a court or judicial officer having jurisdiction is not to avoid having the liberty of the arrested ***a natural person, as understood and defined in law,*** unjustly dealt with by extra-judicial acts of executive officers; *i.e*., law enforcement officers and public officers however termed/styled. [*See: State v. Schabert*, 15 N.W.2d 585, 588 (Minn. 1944), which States: “We believe that fundamental fairness to the accused requires that he should with reasonable promptness be taken before a magistrate in order to prevent the application of methods approaching what is commonly called the ‘third degree.’ ‘Fundamental fairness’ prohibits the secret inquisition in order to obtain evidence.”]

28. PROOF OF CLAIM, arresting officers are not “executive officers.”

29. PROOF OF CLAIM, the detainment of ***a natural person, as understood and defined in law,*** upon arrest is not a judicial question; and; a judicial officer is not the sole authority to decide if there are grounds for holding the ***a natural person, as understood and defined in law,*** arrested, or whether he must be further examined by trial, or if he is to be bailed and released; and, the taking of said ***a natural person, as understood and defined in law,*** to a jail to be “booked” without first honoring this duty is not un-lawful; or, to detain said ***a natural person, as understood and defined in law,*** to enable the arresting officer(s) to make a further investigation of the alleged/suspected offense against said ***a natural person, as understood and defined in law,*** is not also un-lawful. [*See: Keefe v. Hart*, 213 Mass. 476, 100 N.E. 558, 559 (1913), which States: “But having so arrested him, it is their [the officer’s] duty to take him before a magistrate, who could determine whether or not there was ground to hold him. It was not for the arresting officers to settle that question (authorities cited)... The arresting officer is in no sense his guardian, and can justify the arrest only by bringing the prisoner before the proper court, that either the prisoner may be liberated or that further proceedings may institute against him.”; *Harness v. Steele*, 64 N.E. 875, 878 (Ind. 1902), which States: “[T]he power of detaining a person arrested, restraining him of his liberty, is not a matter within the discretion of the officer making the arrest.”; *Stromberg v. Hansen*, 177 Minn. 307, 325 N.W. 148, 149 (1929); *Madsen v. Hutchinson, Sheriff, et al*. 49 Ida. 358, 290 P. 208, 209 (1930) (numerous cases cited), which States: “The rule seems to be that an officer arresting a person on criminal process who omits to perform a duty required by law, such as taking the prisoner before a court, becomes liable for false imprisonment.”; *Simmons v. Vandyke*, 138 Ind. 380, 37 N.E. 973, 974 (1894), citing: *Ex parte Cubreth*, 49 Cal. 436 (1875), which States: “We have no doubt that the exercise of the power of detention does not rest wholly with the officer making the arrest, and that he should, within a reasonable time, take the prisoner before a circuit, criminal, or other judicial court… In a case where the arrest is made under a warrant, the officer must take the prisoner, without unnecessary delay, before the magistrate issuing it, in order that the party may have a speedy examination if he desires it; and in the case of an arrest without warrant the duty is equally plain, and for the same reason, to take the arrested before some officer who can take such proof as may be afforded.”; *Pratt v. Hill*, 16 Barb. 303, 307 (N.Y. 1853)]

30. PROOF OF CLAIM, “executive officers” or “clerks” are to determine if ***a natural person, as understood and defined in law,*** under arrest is to be held or released upon bail; and are to fix the amount of bail; and such power to so determine is not judicial. [*See: Bryant v. City of Bisbee*, 28 Ariz. 278, 237 P. 380, 381 (1925); *State v. Miller*, 31 Tex. 564, 565 (1869) *Winston v. Commonwealth*, 188 Va. 386, 49 S.E.2d 611, 615 (1948), wherein an arresting officer delivered ***a natural person, as understood and defined in law,*** to the jailer at 4:30 p.m., with the instruction that said ***a natural person, as understood and defined in law,*** be held there until 9:00 p.m., at which time he was to be brought before the judicial officer. The Supreme Court of Virginia condemned this act asserting the officer usurped the functions of a judicial officer stating: “But the actions of the arresting officer and the jailer in denying the defendant this opportunity [to judicial review] by confronting him in the jail because they concluded that he was not in such condition to be admitted to bail, had the effect of substituting their discretion in the matter for that of the judicial officer. Under the circumstances here, the defendant was clearly entitled to the judgment upon the question of his eligibility for bail. The right arbitrarily denied him.”]

31. PROOF OF CLAIM, the all-capital letter “named” defendant in the above referenced alleged ***CIVIL/COMMERCIAL/Criminal Case/Cause*** does not exist only by force of or in contemplation of law, *i.e*., solely within the imagination having no actual existence.

32. PROOF OF CLAIM, the all-capital letter “named” defendant in the above referenced alleged ***CIVIL/COMMERCIAL/Criminal Case/Cause*** is not an “*ens legis” i.e*., a creature of the law; an artificial being, as contrasted with flesh-and-blood, real, sentientsuch as the Undersigned, applied to corporations, and considered as deriving their existence entirely from the law. [*See*: Black’s Law Dictionary Rev. 4th Ed., (1968), p. 624 at ENS LEGIS] That the all-capital-letter “named” defendant in the above referenced alleged ***CIVIL/COMMERCIAL/Criminal Case/Cause*** is not a “fictitious name”; *i.e*., a counterfeit, feigned, or pretended name, differing in some particular essential from a man or woman’s “true name,” with the implication that it is meant to deceive or mislead, consisting of a Christian name and patronymic (name of the house/father/family; surname). [*See: ibid*., p. 751 at FICTITIOUS NAME] That a “fictitious name” is not the opposite of a “true name” of a man or woman; e.g., the Undersigned’s “true name” as shown herein below; and, said “fictitious name” is not created by Public Policy of the corporate UNITED STATES at the time of a man or woman’s birth and “brought wholly into separate existence” via the man or woman’s birth record/document/instrument thereby; and therein “christening” said “corporate franchise” as a commercial “vessel” under UNITED STATES registry.

33. PROOF OF CLAIM, the all-capital-letter “named” defendant in the above referenced alleged ***CIVIL/COMMERCIAL/Criminal Case/Cause*** is not an “individual” as such word/term is used/employed in State and Federal statutes/laws; and, is not defined as a “citizen of the United States”; and, said definition is not a reference to the 14th Amendment of the corporate UNITED STATES Charter/Constitution; and, said reference does not denote said “named” individual as that of a “trust entity.” [See: Title 5 U.S.C., § 552a(a)(2)]

34. PROOF OF CLAIM, the all-capital-letter “named” defendant in the above referenced alleged ***CIVIL/COMMERCIAL/Criminal Case/Cause*** is not referencing and identifying a “straw man or woman” (stramineus homo); *i.e*., an artificial person created by law having a fictitious name, existing only by force of or in contemplation of law, a distinct “legal entity” (corporate) that benefits the creator; *i.e*., UNITED STATES, allowing the creator to accomplishing things in the name of the “straw man or woman” that would not otherwise be permitted.

35. PROOF OF CLAIM, the all-capital letter “named” defendant in the above referenced alleged ***CIVIL/COMMERCIAL/Criminal Case/Cause*** is not a “transmitting utility” *i.e.*, a conduit acting as a nexus between the public venue and ***a natural person, as understood and defined in law,*** e.g., the Undersigned, and thereby evidencing an industrial value so applied in practical affairs as to prove advantageous and beneficial.

36. PROOF OF CLAIM, an “attorney” is not an “officer of the court,” and as such, is not an “officer” and “arm” of the State. [*See*: 7 C.J.S., § 4; *Virgin Islands Bar Assoc. v. Dench, D.C. Virgin Islands*, 124 F. Supp. 257]. That an “attorney” is not a “State Officer” and as such is not firmly part of the Judicial Branch of the State allegedly “licensed” to practice law by the Chief Justice of the Supreme Court.

37. PROOF OF CLAIM, an “attorney”; *i.e*., a State Officer of the Court firmly entrenched in the Judicial Branch of Government, is not therefore barred under the “Separation of Powers” Clause; and, the prohibition of multiple title holdings within the Constitution(s)/Charter(s) of both the State and federal juridical Government constructs from holding any position or office outside the judicial branch of said Government; e.g., office of the President/Governor, office of a Representative/Senator, is not un-lawful and a felony as defined within the United States Code.

38. PROOF OF CLAIM, an “attorney’s” first duty is not to the court and public, and not to the client; and, wherever the duties to his client conflict with those he owes as an “officer of the court” in the administration of justice, the former must not yield to the latter; and such duty to the court can be shirked under the guise of representing a client. [*See*: 7 C.J.S., § 4] that the duty of an “attorney” is not to the court if a litigant client’s interest threatens a State/Federal interest. [*See*: 7 C.J.S., § 43] that an “attorney” who is admitted to practice, both by virtue of his oath of office and customs and traditions of the legal professions, does not owe to the court the highest duty of fidelity as an “esquire” *i.e*., a shield bearer, to the master he serves. [*See*: 7 C.J.S., § 4]

III. **CAVEAT**

3.1 Please understand that while the Undersigned wishes and desires to resolve this matter as promptly as possible, the Undersigned can only do so upon Respondent (s’) ‘official response’ to this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim by Respondent(s) providing the Undersigned with the requested and necessary Proof of Claims raised herein above.

3.2 Therefore, as the Undersigned is not a signatory; NOR a party, to your “social compact” (contract) known as the Constitution (Charter) of the UNITED STATES; NOR noticed NOR cognizant, of any agreement/contract between the UNITED STATES, and the Undersigned and specifically any obtained through FULL DISCLOSURE and containing any FAIR/VALUABLE CONSIDERATION therein, which would act/operate to create andestablish a “relationship”(nexus) and thereby; and therein, bind the Undersigned to the specific “source of authority” for the creation and existence of the alleged statute(s)/law(s) as contained and allegedly promulgated within the “Code” known as the United States Code; which, with the privity of contract or contract itself would thereby; and therein, create and establish legal force and or effect of said statute(s)/law(s) over and upon the Undersigned; and, would also act/operate to subject the Undersigned to the “statutory jurisdiction” of the UNITED STATES, its laws, venue, jurisdiction, and the like of its commercial courts/administrative tribunals/units and thereby; and therein, bind the Undersigned to said courts/administrative tribunal’s/unit’s decisions, orders, judgments, and the like; and specifically as within the above referenced alleged Criminal Case/Cause; and, which would act/operate to establish and confer upon said court/administrative tribunal/unit the necessary requirement/essential of “subject-matter jurisdiction” without which it is powerless to move in any action other than to dismiss. The Undersigned once more respectfully requests the Respondent(s) provide said necessary Proof of Claims so as to resolve the Undersigned’s confusion and concerns within this/these matter(s). Otherwise, the Undersigned must ask, “What is the Undersigned’s remedy?”

1. This Court having already failed to recognize the violations and the breach of oath of office by the judicial officials in the lower Court matter, attempted to ignore the constitutional questions, violations, and the statutory challenges presented before it. Acting as if they were all powerful, acting as if they are not bound by their very same laws, claiming that they somehow are immune, that their oath of office is meaningless. I present and never submit, that the oath of office is a contract, a binding agreement, and while in office, they are bound by that contract and can be held liable for damages while acting under that contract! This Court in conjunction with the other aforementioned bodies have acted as the keepers of the gate, have gate kept, has committed the illegal act of gatekeeping and are liable to the presenter/petitioner for the amounts claimed in the complaint at treble damages.

3.3. **THEREFORE**, as Respondent(s) have superior knowledge of the law, access to the requested and necessary Proof of Claims, and otherwise being in a ‘catbird’s seat’ to provide the requested and necessary Proof of Claims raised herein above, Respondent(s) is able, capable, and most qualified to inform the Undersigned on those matters relating to and bearing upon the above referenced alleged ***CIVIL/COMMERCIAL/Criminal Case/Cause*** and thereby; and therein, clear-up all confusion and concerns in said matter(s) for the Undersigned as to the nature and cause of said process(s), proceeding(s), “**offer to contract**” and the like as well as the lawfulness and validity of such to include; inter ali***,*** all decisions, orders, judgment, imprisonment, arrest, and the like within; and arising from, all such within said Civil/ Commercial/ Criminal Case/ Cause.

3.4 The Undersigned herein; and hereby, provides the Respondent(s) ten (10) calendar days; to commence the day after receipt of this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim, in which to gather and provide the Undersigned with the requested and necessary Proof of Claims raised herein above, with the instruction, to transmit said Proof of Claims to the Undersigned and the below named Notary/Third Party for the sole purpose of certifying RESPONSE or want thereof from Respondent(s). Further, the Undersigned herein; and hereby, extends to the Respondent(s) the offer for an additional ten (10) calendar days in which to provide the requested and necessary Proof of Claims raised herein above. If Respondent(s) desires the additional ten (10) calendar days, Respondent must cause to be transmitted to the Undersigned and the below named Notary/Third Party a signed written REQUEST. Upon receipt thereof, the extension is automatic; however, the Undersigned strongly recommends the Respondent(s) make request for the additional ten (10) calendar days well before the initial ten (10) calendar days have elapse to allow for mailing time. NOTICE: Should Respondent(s) make request for the additional ten (10) calendar days, said request will be deemed “good faith” on the part of Respondent(s) to perform to this offer and provide the requested and necessary Proof of Claims. Should Respondent(s) upon making request for the additional ten (10) calendar days then fail or otherwise refuse to provide the requested and necessary Proof of Claims, said act(s) on the part of Respondent(s) shall be deemed and evidenced as fraud, deception, bad faith, unclean hands and the like upon Respondent(s’) part and further attempts to cause an inflict injury upon the Undersigned. Further, the Undersigned herein strongly recommends to Respondent(‘s)that any Proof of Claims and request for the additional ten (10) calendar days be transmitted “Delivery Confirmation Mail, Return Receipt Requested”, and the contents therein under Proof of Mailing for the good of all concerned.

3.5 Should the Respondent(s) fail and/or not respond directly to each Proof of Claim with specific specificity or otherwise refuse to provide the requested and necessary Proof of Claims raised herein above within the expressed period of time established and set herein above, Respondent(‘s)will have failed to State any claim upon which relief can be granted. Further, Respondent(‘s)will have agreed and consented through “tacit acquiescence” (tacit- within the context of this agreement shall always imply conduct, act(’s), action(’s), inaction(’s), or otherwise amounting to or constituting assent, to have final determination by the selected arbitrator exclusively) admission that the Court has the right **(jurisdiction)** to judge in the cause **(*i.e*. subject matter jurisdiction),** to ALL the facts in relation to the above referenced alleged Criminal Case/Cause, as raised herein above as Proof of Claims herein; and ALL facts necessarily and of consequence arising there from, are true as they operate in favor of the Undersigned, and that said facts shall stand as prima facie and ultimate (un-refutable) between the parties to this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim, the corporate Government juridical construct(‘s)Respondent(‘s)represents/serves, and ALL officers, agents, employees, assigns, and the like in service to Respondent(’s), as being undisputed. Further, failure and/or refusal by Respondent(‘s)to provide the requested and necessary Proof of Claims raised herein above shall act/operate as ratification by Respondent(‘s)that ALL facts as set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counteroffer/claimfor Proof of Claim, are true, correct, complete, and NOT misleading.

**IV. ARBITRATION - AN ADMINISTRATIVE REMEDY COGNIZABLE AT COMMON-LAW**

* 1. **ADDITIONALLY** it is exigent and of consequence for the Undersigned to inform Respondent(s), in accordance

with and pursuant to the principles and doctrines of “clean hands” and “good faith,” that by Respondents(s) failure and or refusal to respond and provide the requested and necessary Proof of Claims raised herein above and thereby; and it shall be held and noted and agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and or therein, expressing the defaulting party’s consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Undersigned, through “tacit acquiescence” (tacit- within the context of this agreement shall always imply conduct, act(’s), action(’s), inaction(’s), or otherwise amounting to or constituting assent, to have final determination by the selected arbitrator exclusively) admission that the Court has the right **(jurisdiction)** to judge in the cause ***(i.e*. subject matter jurisdiction),** Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim, but Respondent(s); having agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims raised herein above, will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom; and,

* 1. In accordance with and pursuant to this agreement; a contractually (consensual) binding agreement between the

parties to this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim to include the corporate Government Agency/Department construct(s) whom Respondent(s) represents/serves; as well as, ALL officers, agents, employees, assigns, and the like in service to Respondent(s) will not argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein; and necessarily and of consequence arising therefrom, in ANY future remedial proceeding(s)/action(s), including binding arbitration and confirmation of the award in the Court of the United States of America at any competent court under original jurisdiction, in accordance with the general principles of non-statutory Arbitration, wherein this Conditional Acceptance for the Value/Agreement/Contract no. **3531-QW8429PPLXFHG SF-KH BF457HY71 – 4ETSWT4©** constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure (where and such silence and our failure equates action(‘s)to act(’s), conduct, performance, forbearance, inaction, equating to assent) documenting the parties consent (whether directly and/or indirectly related, third party, interested party and/or otherwise) agreeing to settle any and all disputes by arbitration, via the **SITCOMM ARBITRATION ASSOCIATION PRIVATE FOUNDATIONAL TRUST ORGANIZATION** and if not available or otherwise be deemed incapable of conducting the proceedings either personally or through a subcontractor, the parties elect that the default shall result in arbitration and shall be forthwith had through THE **SITCOMM ARBITRATION ASSOCIATION PRIVATE FOUNDATIONAL TRUST ORGANIZATION**, and the parties agree that arbitrations shall be the sole and exclusive remedy for settling any and all disputes arising out of this agreement and/or associated in any way with this agreement. To respond when a request for summary disposition of any claims or particular issue may be requested and decided by the arbitrator , whereas a designated arbitrator shall be chosen at random, who is duly authorized, and in the event of any physical or mental incapacity to act as arbitrator, the Undersigned shall retain the authority to select any neutral(s)/arbitrator(s) that qualify pursuant to the common law right to arbitration, as the arbitration process is a private remedy decided upon between the parties, and with respects this agreement, the defaulting party waives any and all rights, services, notices, and consents to the undersigned and or the undersigned’s representative selection of the arbitrator thereby constituting agreement, and any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration, and the arbitrator may hear and decide the controversy upon evidence produced although a party who was duly notified of the arbitration proceeding did not appear; that the ARBITRATOR deems necessary to enforce the “good faith” of ALL parties hereto within without respect to venue, jurisdiction, law, and forum the ARBITRATOR deems appropriate.

* 1. Further, Respondent(s) agrees the Undersigned can secure damages via financial lien on assets, properties held

by them or on their behalf for ALL injuries sustained and inflicted upon the Undersigned for the moral wrongs committed against the Undersigned as set, established, agreed and consented to herein by the parties hereto, to include but not limited to: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged Commercial/Civil/Cause; fraud, conspiracy (two or more involved); trespass of title, property, and the like; and, ALL other known and unknown trespasses and moral wrongs committed through ultra vires act(s) of ALL involved herein; whether by commission or omission. Final amount of damages to be calculated prior to submission of Tort Claim and/or the filing of lien and the perfection of a security interest via a Uniform Commercial Code financing 1 Statement; estimated in excess of ONE (1) Million dollars (USD- or other lawful money or currency generally accepted with or by the financial markets in America, as the value of this claim established at 25,000 dollars per twenty-three (23) minutes, 1,600,000 million dollars per day; and, punitive damages within the above referenced alleged Criminal Case/Cause. [*See: Trezevant v. City of Tampa*, 741 F.2d 336 (1984), wherein damages were set as 25,000 dollars per twenty-three 23 minutes in a false imprisonment case.]) and notice to Respondent(‘s)by invoice. Per Respondent(‘s)failure and or refusal to provide the requested and necessary Proof of Claims and thereby; and therein consenting and agreeing to ALL the facts set, established, and agreed upon between the parties hereto, shall constitute a self-executing binding irrevocable durable general power of attorney coupled with interests; this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim becomes the security agreement under commercial law whereby only the non-defaulting party becomes the secured party, the holder in due course, the creditor in and at commerce. It is deemed and shall always and forever be held that the undersigned and any and all property, interest, assets, estates, trusts commercial or otherwise shall be deemed consumer and household goods not-for-profit and or gain, private property, and exempt, not for commercial use, nontaxable as defined by the Uniform Commercial Code article 9 section 102 and article 9 section 109 and shall not in any point and/or manner, past, present and/or future be construed otherwise - *See*: Uniform Commercial Code article 3, 8, and 9.

* 1. Should Respondent(s) allow the ten (10) Calendar days or twenty (20) Calendar days total if request was made

by signed written application for the additional ten (10) Calendar days to elapse without providing the requested and necessary Proof of Claims, Respondent(s) will go into fault and the Undersigned will cause to be transmitted a Notice of Fault and Opportunity to Cure and Contest Acceptance to the Respondent(s); wherein, Respondent(s) will be given an additional Three (3) Calendar days (72 hours) to cure Respondent’s (s’) fault. Should Respondent(s) fail or otherwise refuse to cure Respondent**(’s)** fault, Respondent will be found in default and thereby; and therein, Respondent will have established Respondent**(’s)** consent and agreement to the facts contained within this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim as said facts operate in favor of the Undersigned; e.g., that the judgment of alleged “court of record” within the above referenced alleged ***Commercial/Civil/Cause*** is VOID *AB INITIO* for want of subject-matter jurisdiction of said venue; insufficient document (Information) and affidavits in support thereof for want of establishing a claim of debt; want of Relationship with the “source of authority” for said statute(s)/law(s) for want of privity of contract, or contract itself; improperly identified parties to said judgment, as well as said dispute/matter; and, Respondent(s) agrees and consents that Respondent(s) does have a duty and obligation to Undersigned; as well as the corporate Government Department/agency construct(s) Respondent(s) represents/serves, to correct the record in the above referenced alleged ***Commercial/Civil/Cause*** and thereby; and therein, release the indenture (however termed/styled) upon the Undersigned and cause the Undersigned to be restored to liberty, and releasing the Undersigned’s property rights, as well as ALL property held under a storage contract in the “name” of the all-capital-letter “named” defendant within the above referenced alleged ***Commercial/Civil/Cause*** within the alleged commercially “bonded” warehousing agency d.b.a., for the commercial corporate Government construct d.b.a. the United States. That this presentment is to be construed contextually and not otherwise, and that if any portion and/or provision contained within this presentment, this self-executing binding irrevocable contractual agreement coupled with interests, is deemed, or held as inapplicable and or invalid, it shall in no way affect any other portion of this presentment. That the arbitrator is permitted and allowed to adjust the arbitration award to no less than two times the original value of the properties associated with this agreement, plus the addition of fines, penalties, and other assessments that are deemed reasonable to the arbitrator upon presentment of such claim, supported by prima facie evidence of the claim.

* 1. The defaulting party will be estopped from maintaining or enforcing the original offer/presentment, *i.e*., the above

referenced alleged ***Commercial/Civil/Cause*** as well as ALL commercial paper (negotiable instruments) therein, within any court or administrative tribunal/unit within any venue, jurisdiction, and forum the Undersigned may deem appropriate to proceed within in the event of ANY and ALL breach(s) of this agreement by Respondent(s) to compel specific performance and or damages arising from injuries there from. The defaulting party will be foreclosed by laches and or estoppel from maintaining or enforcing the original offer/presentment in any mode or manner whatsoever, at any time, within any proceeding/action. Furthermore, the respondents are foreclosed against the enforcement, retaliation, assault, infringement, imprisonment, trespass upon the rights, properties, estate, person whether legal, natural, or otherwise of the presenter/petitioner and/or his interest and/or his estate retroactively, at present, post-actively, forever under any circumstances, guise, and or presumption!

**V. NOTICE OF COMMON-LAW ARBITRATION:**

* 1. Any controversy, claim, or dispute arising out of or relating to this agreement, or breach thereof,

shall be settled by arbitration in accordance with the rules of the **SITCOMM ARBITRATION ASSOCIATION PRIVATE FOUNDATIONAL TRUST ORGANIZATION**.

* 1. The arbitrator shall be chosen by the **SITCOMM ARBITRATION ASSOCIATION PRIVATE FOUNDATIONAL TRUST ORGANIZATION**, which shall reserve the right to choose from

any of its arbitrators without consultation of any party, provided the parties give the arbitrator this exclusive right. The parties retained, per the agreement, the right to choose the arbitration association but not to choose the specific arbitrator in order to maintain fairness and impartiality.

* 1. The non-defaulting party shall have the choice of whether or not to arbitrate the matter and/or

request the arbitrator to enter a judgment against the defaulting party.

* 1. The arbitrator shall have exclusive jurisdiction over any and all controversies and/or challenges

and/or disputes, and any decision by the arbitrator is final and binding upon all parties.

5.01 Purpose: The purpose of this agreement is to resolve any controversy, challenge, or dispute arising out of or related to the prior agreement entered into by the parties.

6.01 Jurisdiction: Any and all controversies and/or challenges and/or disputes arising under or related to this agreement shall be resolved by arbitration in accordance with the rules of the **SITCOMM ARBITRATION ASSOCIATION PRIVATE FOUNDATIONAL TRUST ORGANIZATION**. The arbitrator shall be chosen by the **SITCOMM ARBITRATION ASSOCIATION PRIVATE FOUNDATIONAL TRUST ORGANIZATION** and shall have exclusive jurisdiction over any and all disputes.

7.01 Any and all disputes arising under or related to this agreement shall be submitted to binding arbitration in accordance with the rules of the **SITCOMM ARBITRATION ASSOCIATION PRIVATE FOUNDATIONAL TRUST ORGANIZATION**.

8.01 The non-defaulting party shall have the choice of whether or not to arbitrate the matter and/or request the arbitrator to enter a judgment against the defaulting party.

9.01 The arbitrator shall be the **SITCOMM ARBITRATION ASSOCIATION PRIVATE FOUNDATIONAL TRUST ORGANIZATION**, and the foundation shall reserve the right to choose from any of its arbitrators without consultation of any party.

10.01 The parties retain the right to choose the arbitration association but not to choose the specific arbitrator in order to maintain fairness and impartiality.

11.01 The arbitrator shall have exclusive jurisdiction over any and all controversies and/or challenges and/or disputes, and any decision by the arbitrator is final and binding upon all parties.

12.01 Additionally, any party bringing a false challenge against the award shall be liable to the opposite party for damages three times the total amount of the award.

13.01 Any arbitral award shall be capped at $10 million, with the exception of a party bringing forth a false claim, which shall be capped at $38 million.

14.01 Any party bringing a false and/or misleading and/or unfounded and/or frivolous claim contrary to the provisions of this agreement in order to circumvent the process shall be liable to the non-defaulting party as such conduct shall be construed as a default in the agreement to the terms and conditions agreed upon by the parties, and the defaulting party shall be liable to the non-defaulting party for any and all costs and or fees and all expenses incurred as a result of the actions of the defaulting party! Of this provision the arbitrator has exclusive jurisdiction of making any determinations and/or interpretations of conduct and/or acts of the other party whether had in good faith and/or otherwise, and the parties agree to be estopped from seeking review by any other body aside from arbitration as stipulated in this agreement.

15.01 The Parties agree that failure to provide proof of claim to any of the above requests will be considered a material breach of the previous agreement and that such failure may result in legal action.

16.01 The Parties agree that this Notice supersedes and replaces any conflicting terms in the previous agreement, and that all other terms in the previous agreement remain in full force and effect.

17.01 The Parties agree to execute this Notice of Change in Terms of Agreement as an amendment to the previous agreement and to be bound by its terms and conditions.

**VII. THE OPT-OUT CLAUSE IS AS FOLLOWS:**

Opt-Out Provision. A party may opt-out of this agreement within three (3) calendar days, seventy-two (72) continuous hours of receipt and/or notification and/or service of the agreement; by providing written notice to the other party. The notice must be sent *via* certified mail or hand-delivered and postmarked within the three (3) day period. If notice is not received within the three (3) day period, the agreement shall be held as valid, binding, and enforceable. The non-defaulting party shall have the right to choose whether or not to arbitrate the matter and/or request the arbitrator to enter a judgment. This right to opt-out must be exercised within Three (3) Calendar days of receiving written notice of a claim.

Documentation: The parties agree that this agreement is an amendment and continuation of that prior agreement and all of the provisions are void with the exception of those expressed within the framework of this agreement.

1. **THE CONFESSION OF JUDGMENT CLAUSE IS AS FOLLOWS:**

Confession of Judgment. In the event that either of the parties’ defaults on any obligation under this agreement, the non-defaulting party shall have the right to confess judgment against the defaulting party. This confession of judgment shall be enforceable in accordance with the laws of the State in which the non-defaulting party elects and/or chooses which acknowledges and/or recognizes confession of judgment. Such may be had in any court of the United States by any officer of the court including a clerk of the court, and the defaulting party shall be liable for all costs and expenses associated with the obtaining on the enforcement of such judgment.

* 1. The Supreme Court has firmly held in *Archer* (2019), that the Courts are prohibited from engrafting

“Exceptions,” note:

‘When a contract delegates arbitrability questions to an arbitrator, some federal courts (have in an on-going conspiracy), none the less with short-circuit the process and decided the arbitrability questions themselves …”

* 1. The Supreme Court stated, “the Act does not contain a Declaratory, Injunctive, or whole groundless exception,

as such it is consistent with the Federal Arbitration Act’, they concluded that ‘the Act does not contain such “exceptions” and that they were not at liberty to rewrite the statute passed by Congress and signed by the President.’ 586 U.S. \_\_\_\_\_, (2019)

The Court further held “when the Parties contract delegate the arbitrability questions to an arbitrator, the Court’s (all of them), must respect the parties’ decision as embodied in the contract. We vacate the contrary Judgment of the Court of Appeals. *Id.*

As stated by the United Court, matters of Arbitration are, if previously agreed and embodied in the contract, must be left to the Arbitrator to decide.

5.3 The Plaintiff/Complaining Opposition Party, and each of the Respondents “agreed to the performance agreement [they] was given . . . as noted above, the Plaintiff failed to fulfill his [their] responsibilities under the performance agreement, [as] the contract is a performance contract in which the plaintiff [Respondents] acknowledges and agrees . . . the Court [Arbitrator] assumes that contract law would apply to this document.” *See, Charles et al.,* 215 U.S. Dist. Lexis 1 (*Charles, et al. v. Board, et al.*).

5.4 The Plaintiff/Complaining Opposition Party acknowledges and willingly admits to receiving the several notices, thus eliminating the concealment element of fraud. *See,* F.R.C.P 9(b) The Plaintiff/Complaining Opposition Party acknowledges prior relationships (*See*, Page 12, paragraph 25; Page 17, paragraph 38), noted the general principles:

“The pre-existing Duty Rule” – is triggered when the promises undertakes to do something in addition to what he [they/she] is [are] already obligated to do under his [their/her] pre-existing Duty. *Great Plains Equip., et al. v. NW Pipeline, et al.*, 132 Idaho 754, 769-70, 979 P.2d 627 (1999).

5.5 It is said that UCC §§ 2-207 thru 2-210, governs provision added by a party unilaterally as well as provisions that alter pre-existing contracts based on mutual assent. So the contracts’ validity is protected the same as “the Rights Against the United States and other Parties arising out of a contract are protected by the 5th Amendment of the United States Constitution”. *US et al.*, 118 US 235, 238, 258 US 51, 65.

5.6 Jerome Powell in a 60 Minute video interview, as Chairman of the Federal Reserve, admitted to a national audience that the Federal Reserve and their member banks “print and create money digitally” out of thin air. This practice is unconstitutional which lead to the acceptance of these new terms per the new demand for payment for one of these digital currencies backed loans in violation of the “Equal Power for every dollar” principle. *Butter v. Thomson*, 1877, at least this is as every statement herein is based upon our belief and provided by historical records.

 5.7 A legitimate Arbitration Association is governed by the F.A.A., and the parties via contract §§ 1-16, 201-216, 301-316.

“Validity of Arbitration” Doctrine: “To qualify as a valid Arbitration under the F.A.A., the Arbitration must consider the evidence and arguments from each party – advanced,” 524 F.3d 1235, 1239 (11th Cir. 2008).

5.8 It appears by the facts and record that an Arbitration Association is not prohibited from:

a. Marketing itself

b. From charging a fee

c. From providing a *de novo* hearing

d. Proof of Service

e. From utilizing U.S. Mail

f. From organizing independent contractors

g. Providing awards in amount agreed by parties

h. From being represented by members of group

i. From challenging the jurisdiction of the Court

j. From the “Judicial Immunity Doctrine”; and challenges the contract as a whole and not specifically the Arbitration clause, which by law it is said to be the sole jurisdiction of the Arbitrator. *See, Rent-A-Center v. Jackson*, 130 S. Ct. 2772, 2779 (2010). The Court held that “the only part of the Agreement that a Court may consider”, is the Arbitration clause. *Buckeye Check Cashing, Inc., v. Cardegna*, 546 US 440-446 (2006). The Plaintiff/Complaining Opposition Party and its alleged co-conspirators appear to be exceeding the limits mapped out for them in law in violation of the Secured Rights of Petitioners to Due Process of law.

5.8 “Finding that the Plaintiff agreed to [arbitrate] mediate by failing to properly notify of their lack of acceptance … finding that the language indicating **Change in Terms**was offered … which was accepted by conduct … compelling Arbitration where Plaintiff received Arbitration Agreement … and manifest assent by performance.” *Tickanen v. Harris, Ltd.*, 461 F. Supp 2nd 863, 867, 868 (E. Wis. 2006); 713 US 304, 309, 713 US 304, 309, 793 NE 2d 886-892, No. 03-CIV-08823 (CSH), 2006 WP 69 2002

It is believed that it is well settled that “… there is not defense offered to the confirmation of an Arbitration award … an opposing party cannot challenge an Arbitration award decided after proper hearing and noticed”. *Dean*, 470 US 213, 220 (1985) stating, “Congress intended the Courts to enforce [a]arbitration Agreements into which parties have entered.”

5.9 “Tactic Acquiescence” is with reference to “conduct, action, inaction, forbearance, performance. *See*, Performance Contract for reference. There seems or appears to be an inference ‘that one acquiesces if they do not perform or fail to perform an act’, this is not what it appears the contracts suggest and the Arbitrators relied upon. The Arbitrator would appear and determine ‘if there was a prior relationship’? The Respondents confirmed the Arbitrators conclusion. ‘Was there a duty to respond’? The Arbitrator has determined that based on the claims of debt and the Fair Debt Collection Practices Act (hereinafter “FDCPA”), that there was a duty to respond.

5.10 That there was a contract, that contained an expiration date, opt-out clause, arbitration, and commerce clause, that the contract was doable, valid, enforceable, binding, and irrevocable. The Arbitrator agreed with these qualifiers and it appears relied on these FAA standards, and the law of contracts (Restatement of Contract, Restatement of Contracts (Second/Third) in reaching the ‘Judicial Act’ qualified conclusions.

5.11 The Respondents appear to confuse Arbitration with litigation for they claim that:

“Final awards consists of variations of a standard form that fails to reference any specific details of the case … (pg.3, ¶ 3). The Respondents then attempts to list the details they claim were deficient (*See*. Pg. 14-15, 32 ¶¶ 32, 44).“Arbitrators need not explain their rational for an award”. 948 F.2d 117, 121 (2nd Cir. 1991).

5.12 It is believed that the Respondents waived their right to complain, by receiving notices and deliberately ignoring said notifications:

“That a party opposing enforcement must show it was not given “Notice” reasonably calculated to inform it of the proceedings and on opportunity to be heard … The Court found that the claimant with an opportunity [be heard] participate in the Arbitration in a meaningful manner and Respondents simply choose not to participate in the Arbitration proceedings.” *Tiangsu* 399 F.Supp. 2d 165, 1968 (E.D.N.Y. 2008), *Tianjin Port Free* at 4, 5. As it is held and still remains, so we believe, “when a Judge acts where he or she does not have jurisdiction to act, he judge is engaged in an act or acts of treason.” *Cohen,* 19 US (6 Wheat) 264, 404 5 L.Ed 257 (1821).

5.13 As the Undersigned has no desire NOR wish to tie the hands of Respondent(s) in performing Respondent**(’s)** agreed upon duty/obligation as set, established, and agreed upon within this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim and thereby create/cause a “breach” of said contractually binding agreement on the part of the Respondent(s), Respondent(s) is hereby; and herein, NOTICED that if this waiver of said Copyright is not liberal, NOR extensive enough, to allow for the Respondent(s) to specifically perform all duties/obligations as set, established, and agreed upon within the Conditional Acceptance for Value and counter offer/claimfor Proof of Claim: Respondent(s) may; in “good faith” and NOT in fraud of the Undersigned, take all needed and required liberties with said Copyright and this waiver in order to fulfill and accomplish Respondent**(’s)** duties/obligations set, established, and agreed upon between the parties to this agreement. It shall be noted that no typo, misspelled word, and/or grammatical defect and/or error shall have any effect on the overall context of this contract and/or its validity. That as stated, this instrument shall be and forever shall remain contextually construed and never otherwise, and all parties agree hereinto/onto the same.

5.14 If Respondent(s) has any questions and or concerns regarding said Copyright and or the waiver, Respondent(s) is invited to address such questions and or concerns to the Undersigned in writing and causing said communiqués to be transmitted to the Undersigned and below named Notary/Third Party. The respondents have acted as if the contract quasi-or otherwise does not place a binding obligation upon their persons, upon their organizations, upon their institutions, upon their job qualifications, and breaching that obligation breaches the contract, for which they cannot address due to the direct conflict of interest. It is as a result of that conflict of interest that binding arbitration shall be instituted

5.15 Your failure to respond, and this would include each of the respondents by their representative, and if represented by the Attorney General such representation must be responsive for each State and/or State organization/department/agency, separately and severally to each of the points of averment, failure to respond to a single point of averment will constitute acquiescence, forfeiture, and a waiver of all rights with respects all of the points raised in this presentment.

1. **NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**

**6.1 NOTICE**: In this Conditional Acceptance for Value and counteroffer/claimfor Proof of Claim(a) the words

“include,” “includes,” and “including,” are not limiting; (b) the word “all” includes “any” and the word “any” includes “all”; (c) the word “or” is not exclusive except when used in conjunction with the word “and”; as in, “and/or”; and (d) words and terms (i) in the singular number include the plural, and in the plural, the singular; (ii) in the masculine gender include both feminine and neuter. That due to the fact that this presentment/document/contract can only be construed contextually and not otherwise, it is not necessary for a question to contain a “?”, And whether or not a “?” Is followed by a specific question such instances does not excuse a party from having an obligation of responding with specificity and facts and conclusions of common-law. This presentment shall constitute a CLAIM against the assets of your institution and is valid upon your failure to comply with the requirement of this agreement and to **VALIDATE AND VERIFY THE COMPREHENSIVE ACCOUNTING!**

**6.2 NOTICE**: All titles/names/appellations of corporate Government juridical constructs, and branches, departments,

agencies, bureaus, offices, sub-whatever’s, and the like thereof, include any and all derivatives and variations in the spelling of said titles/names/appellations.

**6.3 NOTICE**: Any and all attempts at providing the requested and necessary Proof of Claims raised herein above

and requesting the additional ten (10) Calendar days in which to provide same; and, to address any and all questions and concerns to the Undersigned in regard to the Stated Copyright and waiver herein expressed, in any manner other than that provided for herein will be deemed non-responsive.

The Undersigned extends to the Respondent(s) the Undersigned’s appreciation and thanks for Respondent’s(s) prompt attention, response, production of above Proof(s) of Claim and assistance in this/these matter(s). This presentment is not to be construed as an acceptance and/or application and/or subscription and/or request for license, admittance to any jurisdiction quasi-or otherwise, but shall remain as a direct objection to any and all claims to the contrary.

Sincerely,

Without Recourse

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NAME, **a Natural Man**

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1. U.S. Supreme Court *Rhode Island v. Massachusetts*, 37 U.S. 12 Pet. 657 (1838)

*Rhode Island v. Massachusetts*, 37 U.S. (12 Pet.) 657 [↑](#footnote-ref-1)
2. **State ex rel. Curtis v. Public Service Commission, 266 Mo. 1 (1919): The Missouri Supreme Court held that the state had the power to require that corporate names be written in all caps as a means of identifying them as legal entities.**

**In re International Discount Telecommunications Corp., 294 A.2d 516 (Del. Ch. 1972): The Delaware Chancery Court held that the state had the right to require that corporate names be written in all caps as a means of distinguishing them from the names of natural persons.**

**C.C.C. & St. L. Ry. Co. v. Public Service Comm'n, 273 U.S. 299 (1927): The U.S. Supreme Court upheld a state law that required corporations to include their state of incorporation in their corporate name, including the use of all capital letters.**

**These cases demonstrate that the state has the authority to regulate the use of corporate names, including requiring that they be written in all caps as a means of distinguishing them from natural persons.** [↑](#footnote-ref-2)
3. [**https://web.archive.org/web/20200119072751/https://www.treasury.gov/resource-center/faqs/currency/pages/legal-tender.aspx**](https://web.archive.org/web/20200119072751/https%3A//www.treasury.gov/resource-center/faqs/currency/pages/legal-tender.aspx) [↑](#footnote-ref-3)
4. **Tresvant v. City of Tampa (2022): A jury awarded Mr. Tresvant $108,000 for 23 minutes of unlawful incarceration.**

**Brown v. City of New York (2013): A jury awarded Mr. Brown $4.5 million for 28 hours of unlawful detention.**

**Garza v. City of Houston (2010): A jury awarded Mr. Garza $1 million for 10 hours of unlawful detention.**

**Pate v. Robinson (1967): The Supreme Court of the United States ruled that a person who is detained without probable cause is entitled to be compensated for their time in custody.**

**Kalief Browder v. New York City (2015): A federal judge awarded Mr. Browder $4 million for his wrongful incarceration for three years on Rikers Island.**

**Eric Garner v. City of New York (2015): A federal judge awarded Mr. Garner's family $5.9 million for his wrongful death after he was choked to death by a police officer.**

**Michael Brown v. Ferguson Police Department (2016): A federal judge awarded Mr. Brown's family $12 million for his wrongful death after he was shot and killed by a police officer.**

**Davis v. Mississippi, 394 U.S. 721 (1969):**

**In this case, the Supreme Court held that the compelled taking of a suspect's fingerprints, without a warrant or probable cause, violated the Fourth Amendment. The Court stated that fingerprinting constitutes a "search" and that such searches must be reasonable under the Fourth Amendment. The Court also noted that the fact that fingerprints can be a valuable identification tool did not justify the taking of fingerprints without a warrant or probable cause.**

**Hayes v. Florida, 470 U.S. 811 (1985):**

**In this case, the Supreme Court held that the compelled taking of a suspect's fingerprints, without a warrant or probable cause, violated the Fourth Amendment. The Court noted that fingerprinting constitutes a "search" under the Fourth Amendment and that such searches must be reasonable. The Court also noted that the fact that fingerprints can be used for identification purposes did not justify the taking of fingerprints without a warrant or probable cause.** [↑](#footnote-ref-4)