INDEMNITY BOND

Know all men by these presents, that Alicia Monique Ruffin, DEBTOR and INDEMNITOR, hereby establishes this Indemnity Bond in favor of Alicia :Ruffin Secured Party and Indemnitee, in the sum of present and future collateral values up to the sum of one hundred billion United States silver dollars ($100,000,000,000.00) of .999 fine silver, or fiat money at par value, for the payment of which bond DEBTOR hereby firmly binds its successors, heirs, executors, administrators, D/B/As, A.K.A.s (d/b/a, a.k.a.), and third-party assigns, jointly and severally. DEBTOR hereby indemnifies Secured Party against losses incurred as a result of all claims of debts or losses made by any and all persons against the commercial transactions and investments of DEBTOR. The condition of this bond is that Secured Party covenants to do certain things on behalf of DEBTOR, as set forth in the attached Commercial Security Agreement of the same date and executing parties; and DEBTOR covenants to serve as a Transmitting Utility to assure beneficial interest in all accounts established and managed by the UNITED STATES; and all goods and services in commerce are available to or conveyed from DEBTOR to Secured Party, whichever is appropriate. To avert losses of vested rights in the present or future collateral that is the subject of the attached Commercial Security Agreement, DEBTOR agrees to make available to Secured Party such accounts established by intent of the Parties, by operation of law, and/or as constructive trusts, to hold proceeds arising from assets belonging to DEBTOR and administered by the UNITED STATES or its subdivisions, agents, or affiliates. Pursuant to existing laws of the UNITED STATES and the agreement of the parties of the attached Commercial Security Agreement, Secured Party is authorized to assign such funds from said accounts as are necessary to settle all past, present, and future public debts and obligations incurred by DEBTOR on behalf of Secured Party. DEBTOR, without the benefit of discussion or division, does hereby agree, covenant, and undertake to indemnify, defend, and hold Secured Party harmless from and against any and all claims, losses, liabilities, costs, interests, and expenses including, without restriction, legal costs, interests, penalties, and fines previously suffered or incurred, or to be suffered or incurred by Secured Party, in accordance with Secured Party's personal guarantee with respect to loans or indebtedness belonging to DEBTOR, including any amount that DEBTOR might be deemed to owe to a public creditor for any reason whatsoever. Secured Party shall promptly advise DEBTOR of all public claims brought by third parties against the present or future property of DEBTOR, all of which is covered by the attached Commercial Security Agreement up to the indemnification amount declared herein, and to provide DEBTOR with full details of said claim(s), including copies of all documents, correspondence, suits, or actions received by or served upon DEBTOR through Secured Party. Secured Party shall fully cooperate with discussion, negotiation, or other proceedings relating to such claims. This bond shall be in force and effect as of the date that it is signed and accepted by the Parties, and provided that Secured Party may cancel this bond and be relieved of further duty hereunder by delivering a thirty- (30) day written notice of cancellation to DEBTOR. No such cancellation shall affect the liability incurred by or accrued to Secured Party prior to the conclusion of said thirty- (30) day period. In such event of notice of cancellation, and in the event that the UNITED STATES reinstitutes its constructive claim against the collateral, DEBTOR agrees to reissue the bond before the end of the thirty- (30) day period for an amount equal to or greater than the above value of the attached Commercial Security Agreement, unless the Parties agree otherwise.

LIEN

This agreement constitutes an International Commercial Lien on all property of DEBTOR, INDEMNITOR, on behalf of, and for the benefit of, Secured Party, Indemnitee, in the amount of one hundred billion United States silver dollars ($100,000,000,000.00) of .999 fine silver. This lien will expire at the moment that Indemnitee expires or when this lien is satisfied by Indemnitee.

Alicia Monique Ruffin / Alicia Monique Smith

INDEMNITOR, ALICIA MONIQUE RUFFIN/ALICIA MONIQUE SMITH, Indemnitor

Alicia Monique Ruffin

Alicia Monique Ruffin, Indemnitee

08/15/2023

Date

AFFIDAVIT OF FEE SCHEDULE

NOTICE TO AGENT IS NOTICE TO PRINCIPAL.
NOTICE TO PRINCIPAL IS NOTICE TO AGENT.

NOTICE TO INDIVIDUAL, NATURAL LIVING SOUL IS
NOTICE TO ALL HUMAN BEINGS, and
NOTICE TO ALL HUMAN BEINGS IS
NOTICE TO INDIVIDUAL, NATURAL LIVING SOUL.

WHEREAS this is a formal notice of a fee schedule for all unlawful matters relating to their offices. For unlawful solicited / unsolicited interference in my Sovereign matters and/or commercial affairs, the following administrative fees apply:

1. for each unsolicited phone call: $10,000;
2. for each unsolicited email, letter, or text of harassment: $10,000;
3. for each letter that I have to write to RESPONDENTS and/or agents / third parties of due to solicited and/or unsolicited meetings, letters of harassment, or a breach of the Common Law: $10,000;
4. for each letter I receive from the commissioner's office regarding RESPONDENTS, Agents / Third Parties, or unlawful letters of harassment: $10,000;
5. for each letter I have to write to the Office of Fair Trading: $10,000;
6. for each letter I have to write to court services: $25,000.00;
7. for each letter I have to write to Trading Standards: $10,000;
8. for each letter I have to write to police: $30,000.00;
9. for each court appearance: $150,000,000,000.00;
10. for each phone call I have to make to relevant bodies: $10,000 (plus $500 per hour or part thereof - $8.33 per minute);
11. for each and any lawful / legal counter claim: $150,000,000,000.00;
12. for each meeting scheduled or arranged without my consent: $12,000;
13. for each human rights breach: $150,000,000,000.00;
14. for each individual failure to provide per individual requested evidence, items, documentation, proof of certified public oaths or other lawfully required and requested items / documents for Sovereign Beneficiary's full, personal inspection, the fee of $7000.00 per individual breach of this notice shall apply. It is your tacit agreement that these fees become automatically subscribed to by the RESPONDENT (named in due course) if all requested and named items are not sent to the Sovereign Beneficiary with a proof of receipt by recorded delivery and signed for within seven (7) days after receiving this Notice;

15. for each individual failure to perform a directive given by the Sovereign Beneficiary: $150,000,000,000.00;
16. for each and every use of my Sovereignly owned and copyrighted LEGAL NAME: $10,000 (or as the fee schedule is otherwise defined on the recorded Copyright Affidavit);
17. for every direct order given to the Sovereign Beneficiary by a magistrate, a judge, or any so-called government official: $10,000.00.

Written permission is required for the express use of my LEGAL NAME, and I do not authorize its use by you or your Agents / Third Parties.

It is agreed upon that these fees shall be added together with standard compensation claims, and in all cases, the standard compensation shall also be due to my partner or me for any and all breaches of this Notice, international human rights, the UCC, and/or the Common Law.

This fee schedule is effective from the date of this Notice and will initiate upon any failure to comply with any and all directives given to the RESPONDENT by the PEACE and/or Sovereign Beneficiary, receipt of any further unsolicited letters or communications from the RESPONDENT or its Agents / Third Parties, or in the event of any unlawful assault / death / killing / trespass / damages / perjury / liable, injury, loss or harm, any other unlawful activities, or action / inaction.

THIS CONTRACT IS LEGALLY AND LAWFULLY BINDING AND IS NON-NEGOTIABLE AND IS ACTIVATED AND SUBSCRIBED TO AUTOMATICALLY BY THE RESPONDENT NAMED IN DUE COURSE BY ALL NAMED RESPONDENTS AND ALL EMPLOYEES, THIRD PARTIES, AGENTS OR REPRESENTATIVES OF.

ALL RIGHTS RESERVED WITHOUT RECOURSE. I RESERVE THE RIGHT TO ALTER THIS FEE SCHEDULE AT ANY TIME AT THE DISCRETION OF TRUSTEE, BENEFICIARY, EXECUTRIX Alicia Monique Ruffin©™, D.B.A. ALICIA MONIQUE RUFFIN LIVING TRUST© ™.

Please be advised that these are my fees only and that further compensation from your insurance bonding as well as liens on your personal assets will also be required should you continue to harass and intimidate Me or my family. Failure to confirm all correspondence by wet ink signature and in writing only will be construed as your non-response. All correspondence must be labeled with full names, titles, and the name and address of your office.

Failure to correctly identify and sign every document in wet ink that is sent by you will be used as evidence that you are not who you say you are, that you are attempting to deceive the Sovereign Beneficiary, and that you are attempting to impersonate a Public Official, contrary to Law.

This is a Notice of Fee Schedule and Remedy for Protection from Federal / STATE / County / City/ Municipal/Corporation Employees. I, Alicia of the family Ruffin holder of the office of the People in the state known as Minnesota or in any other state, am hereby, as a gesture of peace, giving proper notice to the STATE OF SOUTH CAROLINA or any state / corporation, to the UNITED STATES CORPORATION, and to all municipal corporations and other Corporations of the following:

As a peaceful man desiring to avoid conflict and live lawfully with all of my freedoms, I am providing you with this Fee Schedule and Remedy for Personal Protection from Federal / State / County / City / Municipal / Corporation Employees as a courtesy to you and as a remedy should you decide to trespass upon Me or my family. Failure to know or obey any/all of your thousands of corporate regulations does not constitute a crime absent a victim, damaged property, or fraud (A.K.A. *corpus delecti*).

If you should face a jury, you should know that the jury has a sworn duty to judge the Law and the facts, and the jury can provide just remedy for the People. In every criminal prosecution, it is necessary to establish the "*corpus delecti*" (i.e., the body or elements of the crime). "The *corpus delecti* consists of two elements- namely, (1) the injury or loss of harm; and (2) a criminal agency causing them to exist." (*People v. Frey, 165 Cal. 140, 146 [131 P. 127], People v. Lopez, etc.*) Please note that this self-defense Notice of Fee Schedule and Remedy for Personal Protection from Federal / State / County / City / Municipal/ Corporation employees is just and modest and well below the precedent set by *Trezevant v. City of Tampa* wherein the damages established were $25,000 for 23 minutes of unlawful arrest. This particular remedy calculates to more than $1.5 million per day. Here is my modest Fee Schedule for basic trespass to be considered to be considered by a lawful jury of the People. Lawyer fees and other fees (including applicable late fees) are not included in the following Fee Schedule:

A. one Troy ounce of .999 pure gold (or its equivalent in Federal Reserve Notes) per hour for any of my time consumed in detention, imprisonment, or attempts by any law enforcement officer, judge, magistrate, corporate agent, and/or citizen to establish their statutory jurisdiction upon Me or my family without my expressed, written consent;
B. one Troy ounce of .999 pure gold (or its equivalent in Federal Reserve Notes) per hour for violating any of my unalienable rights or any of my family's unalienable rights under any and all circumstances by any law enforcement officer, judge, magistrate, corporate agent, and/or citizen.

C. one Troy ounce of .999 pure gold (or its equivalent in Federal Reserve Notes) per detention initiated by any law enforcement officer, judge, magistrate, corporate agent, and/or citizen;
D. my body's weight in .999 pure gold (or its equivalent in Federal Reserve Notes) for the taking of my life. This lawful paper is to be honored by the People of the fifty states and the People of the United States for the protection of the People on the land known as any of the fifty states which make up the union known as the United States of America. This lawful paper must be honored in any court within any of the fifty states which make up the union known as the United States of America.

The United States Supreme Court has stated in *"U.S. v. Cruikshank"* (92 U.S. 542 at 551) that between the People of the United States, any resident within any state, or any other national that there need be no conflict between any of them. The powers which one possesses, the other does not. They are established for different purposes and have separate jurisdictions. Together, they make one whole and furnish the People of the United States with a complete government, ample for the protection of all of their rights at home and abroad. It may sometimes happen that a "person" is amenable to both jurisdictions for the same act. It is the natural consequence of a citizen which owes allegiance to two Sovereignties and claims protection from both.

The citizen cannot complain because he has voluntarily submitted himself to such a form of government. The opinion in this case is 100% correct as long as one is referring to the People of the United States. Not I, my partner, nor my sons or daughters are of the UNITED STATES. We are of God, the Almighty Creator. Let it be clear that a people is not a person, and a person is not a people. True Sovereign is within the People who have all rights, but citizens, on the other hand, are subjects (by their own voluntary choice) of the state government and of local and federal government corporations in exchange for privileges and rights. Let it be clear that not I or any people of my family are persons / citizens / employees / subjects of any corporation which may, under color of law, act as a legal government. Let it be clear that we have only one Sovereign, and that Sovereign is God.

LAW OF NATURE

The Law of Nature is that which God, the Sovereign of the world, has prescribed to man not by any formal promulgation but by the internal dictate of reason alone. It is discovered by a just consideration of the agreeableness or disagreeableness of human actions to the nature of Man, and it comprehends all the duties which we owe either to the supreme being, to ourselves, or to our neighbors as reverence to God, self-defense, temperance, honor to our parents, benevolence to all strict adherence to our engagements, gratitude, and the like. In the Constitution for the United States, we find the 11th article, Amendment 9: "The enumeration in the constitution of certain rights shall not be construed to deny or disparage others retained by the People."

Affected parties and people wishing to dispute the claims and truths made herein or make their own claims upon Me must respond within twenty-one **(21)** days after service of this Notice of this action and request a Common Law court to empanel a Common Law Jury of twenty-five **(25)** indigenous, free men to hear their case against Me. All responses must be signed and witnessed no later than twenty-one **(21)** days from the date of original service as attested to by way of certificate of service.

Failure to notify Me and failure to register a dispute against this lawful Notice made herein will always result in an automatic default judgment and permanent, irrevocable estoppel by acquiescence, barring the bringing of charges under any statute / regulation / act or legal action against Me, my family, my guest, or another People. Failure to honor this lawful notice will make each of the People acting as federal / state / county / city / municipal / corporation employees liable for the sum of five ounces of .999 pure gold or its equivalent in Federal Reserve Notes plus my fee schedule, and such sum will be required to be paid to Joan Carol of the family Farley upon your receipt of the Invoice and by its assigned due date.

Further affiant sayeth not!

UCC 1-207.7
Without prejudice and
respectfully submitted,

Alicia Monique Ruffin

Affiant, Attorney in Fact

8/15/2023

Date

[redacted]

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Alicia M. Ruffin 8648148350

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Alicia M. Ruffin
563 Duncan Station Drive
Duncan, SC 29334

SC SECRETARY OF STATE NS
230815-0307433
Lapse Date: 08/15/2053
Date: 8/15/2023
Time 3:07 AM
Page Count: 9 Pg
Debtor Count: 10
Filing Fees: $20.00
Service Fee* $8.00
SC.GOV:
Total: $28.00
Order ID# 147931812

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: Huff, Powell, & Bailey, LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
15 S. Main Street	Greenville	SC	29601	US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME: SC Court of Appeal

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1220 Senate Street	Columbia	SC	29201	US

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
RUFFIN	MICHAEL STEPHEN RUFFIN		

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
563 Duncan Station Drive	Duncan	SC	29334	US

4. COLLATERAL: This financing statement covers the following collateral:

THIS COLLATERAL COMES FROM FORM CASE THE NOW APPEALS COURT CASE NUMBER 2023-000461. A DEFAMATION CASE COMMITTED BY DR. MICHAEL DAVID MITCHELL, ORTHOPAEDIC SURGEON EMPLOYED BY CAROLINA ORTHOPAEDIC NEUROLOGICAL ASSOC. DR.DAVID MITCHELL ON 04.12.2019 WAS THE SUPERVISING PHYSICIAN FOR PA, WILLIAM SEAN IRVING. PA, SEAN IRVING REMOVED THE NECK BRACE FOR THE SC WORKERS'COMP. DURING THE EXAM, HE SEVERELY INJURED ALICIA MONIQUE RUFFIN SENDING HER TO THE ER. IT WAS LATER DETERMINED THAT THIS ACTION CONTRIBUTED TO THE PERMANENT NERVE DAMAGE THAT ALICIA MONIQUE RUFFIN SUFFERS FROM CURRENTLY THAT BEGAN WITH THE INITAL TRUCK INJURY ON OCTOBER 4,2018. THE REASON FOR THE UCC1 IS BECAUSE BOTH PHYSICIAN FAILED TO DOCUMENT TO INJURIES THAT THEY BOTH CONTRIBUTED TO 1) DR.M.D. MITCHELL PRESCRIBED ALICIA RUFFIN TO WEAR A NECK BRACE FROM 11/2018 TO 04/12/2019; WEAKENED HER NECK HER NECK MUSCLES.

See additional.

5. Check only if applicable and check only one box: Collateral is ☒ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☒ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT ADDENDUM UCC-1Ad

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME
Huff, Powell, & Bailey, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

SC SECRETARY OF STATE NS
230815-0307433
Date: 8/15/2023
Time 3:07 AM
Page Count: 9 Pg
Debtor Count: 10
Filing Fees: $20.00
Service Fee* $8.00
SC.GOV:
Total: $28.00
Order ID# 147931812

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME
Carolina Orthopaedic Neurological & Associates

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
115 Deacon Tiller Court Ste 2	Duncan	SC	29334	US

11. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
SMITH	JAMAL CARLISLE SMITH		

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
156 RUSTWOOD DRIVE	GEORGETOWN	SC	29440	US

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):
2) PA, WILLIAM SEAN IRVING REMOVED THE NECK BRACE; THAT SENT HER TO ER; THAT ALSO CONTRIBUTED TO PERMANENT NERVE DAMAGE. HE ALONG WITH DR. DAVID MITCHELL FAILED TO PROPERLY DOCUMENT THE INJURIES AND LASTLY 3)DR. DAVID MITCHELL DOCUMENTED DEFAMATORY REMARKS ABOUT ALICIA RUFFIN AND HER HUSBAND. ACCUSING THEM OF BEING CONFRONTATIONAL, AND ABUSIVE TO HAVE THEM FALSELY DISMISSED FOR MEDICAL PRACTICE AND TO NEGATIVELY IMPACT PRESENT AND FUTURE MEDICAL CARE FOR THOSE THAT VIEW THAT FALSE STATEMENT IN EPIC AND/OR ATHENA (EMR). AND TO CONTRIBUTE TO THE TERMINATION OF WORKERS' COMPENSATION BENEFITS AND SOCIAL SECURITY DISABILITY BENEFITS.

See additional.

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDENDUM UCC-1Ad

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME
Huff, Powell, & Bailey, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

SC SECRETARY OF STATE NS
230815-0307433

Date: 8/15/2023
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Service Fee* $8.00
SC.GOV:

Total: $28.00
Order ID# 147931812

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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME
13th District Circuit Court Judicial Branch

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
305 East North Street	Greenville	SC	29601	US

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

IT WAS THE PHYSICIANS THAT INJURED ALICIA MONIQUE RUFFIN. ON 07/26/2023, SHE HAS AN EXAMPLE OF THE ABUSE THAT SHE SUFFERED FROM BY DR. DAVID MITCHELL. JUDGE G. D. MORGAN JR AND ATTORNEY MITCHELL APPLEBY ENGAGED IN EX PARTE COMMUNICATIONS IN ORDER TO HAVE HER CASE DISMISSED WITH PREJUDICE. THE IS IN THE COURT OF APPEAL AND UNDER JUDICIAL REVIEW. ATTORNEY MITCHELL APPLEBY HAS WITHDRAWN HIMSELF FROM THE CASE.

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDENDUM UCC-1Ad

FOLLOW INSTRUCTIONS

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Huff, Powell, & Bailey, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

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10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME
VINSON

INDIVIDUAL'S FIRST PERSONAL NAME
JERRY D. VINSON, JR

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX
JUDGE J. D. VINSON, JR | JR

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
181 N. IRBY ST. STE 2820 | FLORENCE COUNTY JUDIC	FLORENCE	SC	29501	US

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDENDUM UCC-1Ad

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME
Huff, Powell, & Bailey, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

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10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME
APPLEBY

INDIVIDUAL'S FIRST PERSONAL NAME
MITCHELL D. APPLEBY

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX
M. D. APPLEBY

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
12252 SOUTH CHURCH STREET | PO BOX 8359	GREENVILLE	SC	29604	US

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDENDUM UCC-1Ad

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME
Huff, Powell, & Bailey, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

SC SECRETARY OF STATE NS
230815-0307433
Date: 8/15/2023
Time 3:07 AM
Page Count: 9 Pg
Debtor Count: 10
Filing Fees: $20.00
Service Fee* $8.00
SC.GOV:
Total: $28.00
Order ID# 147931812

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME
D.L. WILLIFORD, II

INDIVIDUAL'S FIRST PERSONAL NAME
DAVID LEE WILLIFORD,II

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX
II

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
15 S. MAIN STREET, STE 602	GREENVILLE	SC	29601	US

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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14. This FINANCING STATEMENT:
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15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

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17. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDENDUM UCC-1Ad

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME
Huff, Powell, & Bailey, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

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10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME
MITCHELL

INDIVIDUAL'S FIRST PERSONAL NAME
MICHAEL DAVID MITCHELL

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX
M.D.MITCHELL, MD

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
115 DEACON TILLER CT. STE2	DUNCAN	SC	29334	US

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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16. Description of real estate:

17. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDENDUM UCC-1Ad

FOLLOW INSTRUCTIONS

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9a. ORGANIZATION'S NAME
Huff, Powell, & Bailey, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

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10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME
IRVING

INDIVIDUAL'S FIRST PERSONAL NAME
WILLIAM SEAN IRVING

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX
W.S.IRVING, PA

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
115 DEACON TILLER CT. ST 2	DUNCAN	SC	29334	US

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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17. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDENDUM UCC-1Ad

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9a. ORGANIZATION'S NAME
Huff, Powell, & Bailey, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

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10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME
MORGAN

INDIVIDUAL'S FIRST PERSONAL NAME
GRENVILLE D. MORGAN JR

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX
G.D. MORGAN JR | JR

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
305 EAST NORTH STREET STE 315	GREENVILLE	SC	29601	US

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

Case NO. 2023-000461

In the Interest of the Public	§	
For the matter of	§	Directly and /or indirectly associated with the property of a minor/infant
	§	
	§	
	§	
In re: Alicia Monique Ruffin	§	
Real Party in Interest (jus personarum)	§	
	§	**BILL OF COMPLAINT**
	§	
	§	**NOTIFICATION OF NEW ASSIGNMENT**
[ALICIA MONIQUE SMITH] , infant/minor	§	
ALICIA MONIQUE RUFFIN, APPELLANT	§	
	§	
	§	
V.	§	**{ Special Deposit }**
	§	
DAVID MITCHELL &	§	
CAROLINA ORTHOPAEDIC	§	
NEUROLOGICAL	§	
RESPONDENT(S)	§	

BILL OF COMPLAINT IN EQUITY NOTIFICATION OF NEW ASSIGNMENT

COMES NOW, **Alicia Monique Ruffin,** a natural living **being of majority status** conducting the style

Condition of **The Principal and Beneficial Equitable Title Holder, and not an infant/minor,**

Hereinafter "Appellant". As such I am exercising as well as retaining and reserving all rights,

Natural, private commercial, incorporeal or otherwise and does tender this claim and makes the claim

that the tender was special deposited the tender was special deposited on the accounts receivables

books of the court, via the Respondent's commercial filings and /or other deposits into the courts registry, (CRIS), who by their own admission of the complaint showing or causing to show the existence of a qualified endorsement. The Respondents has come in this matter related to a trust in the capacity that is unsustainable, and thus, is perceived as standing in its unadulterated non-immune capacity and is liable for all damages incurred, assessments as well as penalties.

On its face it appears that the Respondent's intent and purpose, was to take up the election to Treat the within reference complaint as a draft, rather than a promise to pay. A complaint is a promise Pay, and a draft is an order to pay, and the person holding the instrument can treat it as either. **The court converted the complaint to a draft** (a form of currency conversion). There might be cause for one to raise and/or complain that they lack understanding, that such information is foreign to them; and it is at That time that such an individual documents their lack of knowledge, for overseeing such a matter that Such an individual documents their lack of knowledge, for overseeing such matter that specifically deals; with an **express trust and the estate of an infant,** which invokes exclusive jurisdiction and not

concurrent jurisdiction. This court acts as an administrative venue as a result of the administrative acts the presidential proclamation 2038, 2039, and 2040 – for which the presidents of the United States have exercised "Emergency Powers Jurisdiction" continuously, from 1966 to the present, according to the Senate report on national emergencies associated with the National Emergencies Act. To insure this Information is not ambiguous, nor is it foreign to government, for the Senate of the United States Congress has verified the aforementioned facts.

Equities Implied Expression of a Trust

Minor means an individual under the age 18 years. The term minor is <u>also used</u> to refer to an individual who <u>has</u> attained the age of 18 years but <u>has yet</u> taken control of the <u>securities</u> contained in his or her <u>minor account.</u>

Minor account means an account that a <u>custodian controls</u> on behalf of a minor, this is referred to as <u>a resulting trust the definition of a resulting trust is:</u> **A Resulting trust (From the Latin 'resalire'**

meaning "to jump back') is the creation of an implied trust by operation of law, Where property is transferred to someone who pays nothing for it; and then is implied t have held the property for benefit of another person.

JURISDICTION AND VENUE

Jurisdiction is proper 'other jurisdiction' wherein the Constitution, whereby Judicial Power, SECTION authorizes such out of necessity. The judicial power shall be vested in one Supreme court, (who may extend such powers in a Court of Appeals, in District Courts, in County Courts, Metropolitan Courts), and in such other courts and may be established by positive law i.e. equity, as equity is the law, equity is everything and law without equity must still render equity. Therefore, this court has the power to decree in equity upon this Express Trust matter in-camera/chambers, and may enforce the Bill of Rights put forth in this bill as expressed in the Constitution.

We must remember as shall be discussed briefly in a moment, that an Attorney who represents an

individual who has not yet attained the age of majority, is said to represent a ward of the court. An attorney holds an administrative position as an officer of the court and such, the attorney becomes for the ward an appointed guardian ad litem. **Now in proof that the trust exists,** and is for all necessities and purposes a 'RESULTING TRUST', in that upon attaining, the securities, assets, properties of the infant estate become **that rightful property of the infant estate become the rightful property of the beneficiary who has attained the age of majority**. Seeing that this is a "Resulting Trust", by operation of law and as a result of the principles of equity, and that it involves a minor and or/infant and/ or the properties of an infant, the proper jurisdiction is the equity, who has and maintains a right to such inherent jurisdiction.

RULE OF LAW

Whereby this cause, being a complaint in **exclusive equity jurisdiction**, (as it directly involves the property/estate/securities of an infant/minor), cities the rule. of law as follows upon:

Bill of Rights

No person's (to include infants/minors) property shall be taken, damaged or destroyed for or applied to public use without adequate compensation being made, unless by the consent of such person, and, when taken, except for the use of the State, such **compensation shall be first made, or secured by deposit of money.**

JURISDICTION OF COURTS OVER THE ESTATES OF INFANTS

Jurisdiction over the estate of an infant is inherent in equity, but it may also Be vested by administrative constitutional and administrative statutory provisions in particular courts; the administrative institution of proceedings affecting an Infant's property makes the infant a ward of the court (held in trust, for such the seizure of rights and/or property could only be instituted as a result of a Prior relationship i.e. a special relationship, whereby the infant/minor is the Beneficiary, the state (court) the settlor and its agents and/or officers' trustees, Constituting a trust relationship, in equity), which has broad powers and the **duty** to protect his or her interests.

Courts of equity have GENERAL AND INHERENT JURISDICTION

over the property of infants. Primary jurisdiction over the estate of infants may, under administrative constitutional or administrative statutory provision, be vested in the probate, county, district, or other specific court.

The jurisdiction can be exercised only when the court has Acquired Jurisdiction as to the infant/minor or subject matter (jurisdiction over estates/trusts are exclusive in nature over which courts of equity have exclusive jurisdiction, and such matters must be heard at equity). The commencement of a proceeding affecting the infant's property vest the court with jurisdiction over his or her estate, pursuant to which the court acts in loco Parentis or as a guardian, and the infant becomes its ward. **It is the duty of the Court to safeguard the infant's property interests with great care** i.e **in trust.** After the jurisdiction of the court has attached, either through an appearance which equates to submitting the court's jurisdiction, and/or a plea being entered by the infant/minor, the court in its administrative capacity has broad, comprehensive, and plenary powers over the estate of the infant/

minor, however, courts of equity have exclusive jurisdiction over the property of the infant/minor. This court may adjudicate the rights and equities of the infant and property, **yet only in equity,** and it may cause t be done whatever may be necessary to preserve and protect the infant's estate which includes the property/assets of said estate. However, the exercising of such powers must be tempered with reasonable limitations, and one major limitation is that courts of equity have exclusive jurisdiction over the property/asset of an infant. Therefore, **the court cannot act in violation of administrative constitutional or statutory limitations on its powers,** or permit the impounding of the infant's funds for the **creation of a trust,** which the court or parties have done by establishing the instant matter, and thus attempt to deprive the infant minor of the right to the absolute enjoyment of the funds of one who has come forth now, and is **appearing at the age of majority in correction of any presumptions by previous actions or appearances in this manner.**

An infant is not competent to waive the administrative statutory requirements enacted for his or her benefit and protection, with respects to the manner in which the jurisdiction of the court may be

exercised, unless and until they attain the of majority, then they can either petition for the removal of minor's disabilities and disabilities and or express the trust.

JURISDICTION OF COURTS OVER ESTATES OF INFANTS/MINORS-JUDICIAL ALLOWANCES FOR SUPPORT, MAINTENANCE, AND EDUCATION.

Respondent(s) could not have had a valid claim against infant/minor without personal knowledge and copy of Photo, Fingerprints, A Force Plea, Coercion, Threats, False imprisonment, a False Commercial claim is/are not considered Lawful evidence and/or knowledge, because such copies are held as a forgery, Evidence of involuntary servitude.

Furthermore, courts in conducting "Commercial" Business of the court must give/disclose to or upon a party upon demand the bookkeeping entries (both

receivables and payables) with an affidavit, and demand is hereby made for

immediate production or all evidence is hearsay evidence into the court record.

The infant/minor having attained the age of majority hereby challenges the

bookkeeping and demands the full accounting on the accounts receivables and

accounts payables and all dividends, profits, rents, escrows, etc. resulting from the

The deposit of TRUST/Estate of the ward /Beneficiary onto the court's accounts

Receivables and other general intangibles.

MOVEMENT FOR RELIEF

Complainant is entitled to the relief of damages in equity, as 'equity

must cause equity to be done, though the heavens fall': Complainant is entitled to relief in the form of damages for the following reasons:

Respondent(s) has taken the private property of the complainant under extreme duress and threat of violence against Complainant's life, property, liberties without just compensation, without the expressed and/or written Consent of Complainant. Respondent had a duty to respond to all complaints And questions because of the legal **special relationship** of the parties and by Not responding the Respondent is in breach of trust because the infant estate and duty of care associated therewith/thereto is an express trust:

"Verified Memorandum of Principles of Law and Points of Authorities on

Express Special Relationship Trusts"

The court and its officers are a legal title holder of not only the express Trust, but also the constructive trust. As now has been placed on the I share the same or similar name as the named defendant in their Appellate No. **2023-000461.** However, for clarification, I am not acting in the capacity as the named plaintiff, I am the beneficiary and equitable title holder. None of this information is foreign To the court, this matter must proceed in equity, failure and/or refusal to proceed at Equity, under exclusive jurisdiction, will constitute contempt of justice.

ELEMENTS OF A TRUST:

1. **Settlor/Grantor/Trustor** – intended to create a trust, which is perceived

by the reasonable observer, as in the case of the New Deal and the several Federal Acts and associated State regulations-

a. The Emergency Banking Relief Act of March 9th, 1933

b. The Social Security Act of 1934, the Trust Indenture Act

c. The Social Security Trust

d. The Treasury Trust Fund

e. The Public Trust and the Administration thereof

These are each Specific and Special RELATIONSHIP Agreements, as they are specifically designed and voluntarily submitted to as required by the 13th Amendment Authorizing such.

2. Rights Must Be Identified

   a. As evidence by Due Process of Statutory Provisions and the 14th Amendment section 1 & 4

3. Identification of Beneficiary – Whom the property is held on behalf of (held in-trust)

4. Shares/Assets/Property must be Identified

5. The Trust Must Be Workable

6. Must have an ending i.e., can't last forever

All Elements of a Trust Are Present – 31 C.F.R §§ **363.6**

Minor means an individual under the age 18 years. The term minor is <u>also used</u> to refer to an individual who has attained the age of 18 years but has yet taken control of the <u>securities</u> contained in

his or her minor account.

Minor account means an account that a custodian controls on behalf of a minor, that is linked to

The custodian's primary account. (See 31 CFR §§ ***363.10 and 363.27*** *for more information about minor*

Accounts.)

The Settlor is Federal Government directly and through the state and local Government (this indication is specified by the use of the Lower Cased "state and "government", and other proper nouns).

through various acts of Congress, and through the **Age of Majority Act's**.

The identity of the **Equitable Beneficial Title Holder is the Minor** both un-attained and attained, until they control the Securities /Shares in the trusted account. The Rights are Identified by **the right to attain the Age of Majority, to Gain Control of Securities held in one's Minor Account,** and to be free from Minors Disabilities.

The Trust is workable in that the Custodian/Fiduciary/Trustee/Ministerial Clerk must *hold the*

minor/infant account in trust on/for the benefit/behalf of a minor/infant, that is linked to the custodian's primary account (in Most Instances the Federal and State Treasuries).

The Trust may not last forever as it and the duties of all parties' end upon the The attaining the age of Majority, and documenting such in definitive manner by Attaching and affidavit attesting such to his or her BIRTH CERTIFICATE-NOTE THE PRINCIPLE: Minnesota Rule 2020.

"the register of title is authorized to receive for registration of Memorials upon any outstanding certificate of an official birth certificate pertaining to a registered owner named and said certificate of title showing the date of birth of said registered owner, providing there is attached to said certificate and affidavit of an affiant who states that he/she is familiar with the facts recited, stating that the party named and said birth certificate is the same party as one of the owners name and said certificate of title, and that thereafter the register of titles shall treat registered owner as having obtained the age of majority as of the date of 18 years after the date of

birth shown on said certificate" ...

The aforementioned is a general court rule, meaning that it applies in Principle in all birth certificate attaining related matter, an administrative proceeding. **A Power of Attorney** titled in part- "**ALICIA MONIQUE SMITH and/or ALICIA MONIQUE RUFFIN"** power-of -attorney-general **IN FACT", #," [XXXXXXX1973]- [XXXXXXXXXXXXXXXXF382]" PRIVATE SPECIAL RELATIONSHIP EXPRESS TRUST,** encompassing all Related matters and associated properties is at issue invoking EXCLUSIVE JURISDICTION AT/IN EQUITY.

This matter does not involve a statutory and/or constitutional provision respecting a minor and or infant, this matter exclusively and specifically involves an estate/trust and the property of an infant/minor under equitable law.

Generally, an infant may acquire property rights, but he or she is not regarded as capable of managing his or her property. Hence, the law does not entrust him or her with the custody or control of his or her estate. The reason, an infant/minor is not capable of managing his or her own property, is

because they have not yet attained the age of 18 and or taken control of the securities,

assets, properties held in their minor account, general principle of equitable law.

Generally, as an equitable principal, the statute of limitations, is suspended as against infants during their disability, or either do not begin to run against an infant until the obtaining of majority, or where infancy does not toll the statutes, the **infant is allowed a statutory period after attaining majority** to contest any adverse possessions which commence during infancy. Here, the inference is upon the infant attaining the majority, the same with respects to a minor and/or juvenile, and as noted, such a person/individual shall remain a minor and or infant until such time as they gain control of the assets held in their minor account through equity.

With this supporting affidavit, the Complainant states that this court in good Conscience and good reason shall aid the Complainant in his prayer or **show cause Via facts and conclusions of equitable law** why he is not entitled to just compensation and other equitable relief to which he is entitled as equitable beneficial title Holder.

Complainant prays to this court for damages in the amount as specified in in the contract and the value of the full estate plus interest, for the court is under obligation in the exercise of its inherent equitable powers to do equity.

Complainant additionally prays for an **injunction to issue Respondent(s)** and the Attorney for an attempted taking of trust property, private information and solicitation against the complainant where he is not entitled to act against the trust with just or any other cause, for such is construed as intermeddling with the estate of the infant/minor, for which they are strict and severe penalties.

Sources Cited:

§336. Damages – The power to award damages in a proper case, as a necessary incident other purely equitable relief and in the same decree, is fully admitted, and even to award damages alone in very special cases; but the jurisdiction has been exercised with

the utmost caution and reserve. See **JUDICIAL INTERPRETATION OF JURSDICTION,**

Pomeroy, Equity Jurisprudence.

A court equity grants the relief of compensatory damages in connection with some other specific relief, and under very peculiar circumstances it decrees the payment of damages alone. Several kinds of equitable suits are wholly pecuniary in their relief, as those for contribution and exoneration.

See **JUDICIAL INTERPRETATION OF JURISDICTION.**, Pomeroy.

Equity Jurisprudence:

Maxims of Equity and Adjudication States that a court of equity (§56) to protect and enforce rights to property the object of suits in chancery. The term "property", as used in this section, includes that is the subject of Exclusive individual ownership; or to be more specific, includes not only lands, houses, goods and chattel, rights, and credits, but also, a man's person, and his wife and minor children, and his right to work, and sell and acquire property, and engage in any lawful business, and his and their reputation, health, and capacity to labor, and his and their right to enjoy the senses of sight, smell, hearing

and taste, and his and their right of speech and locomotion, and his and there to enjoy their sense of moral propriety when normal. As men live by their labor and property, no man is presumed to part with either without receiving or expecting an equivalent in value. Hence, whenever one person has obtained either the labor or property of another he should pay or account therefor, unless he can prover it was a gift: and so whatever injury one person does to another's property or person or capacity to labor should be made good.

I declare under the laws of the United States of America that foregoing is is true and correct. Executed on this 15th Day of August 2023

Further affiant sayeth not!

UCC 1-207.7
Without prejudice and Respectfully Submitted,

By: Alicia Monique Ruffin
Affiant, Attorney in Fact
As: Appellant and Equitable Beneficiary

EXHBIT A

Verified Memorandum of Law and Points of Authorities on Trust
The Creation of a Trust
Cases consistent with section stated herein:

1. The formation of a Trust is generally accomplished when one party contracts With a second for the benefit of a third party. In so doing the first party is referred to as a Trustor, a Grantor, or Settlor (hereinafter any of the three Synonymous title may be used interchangeably, and the plural means the Singular means the plural), the second party is referred to as the Trustee and And the third party is referred to as the Beneficiary(ies) (hereinafter the Singular refers to the singular a plural). American Jurisprudence (AmJur) Second Edition (2nd) explains this well and is a matter of record in accord With Federal Rules of Evidence Rule 803, "Hearsay Exception".

2. The Trustee retains control of "Legal title" to that property, but typically Gives up "Equitable title" and use to the Beneficiary.

3. The definition of trust can be found in The Restatement of the Law of Trust.

2nd Ed.,

"§2. Definitions of Trust"

A trust, as the term is used in the restatement of this subject, when not qualified by the word "charitable", "resulting" or "constructive," is a fiduciary relationship with respects to property, subjecting the person by whom the title to the property is held to equitable duties to deal with property for the benefit of another person, with arises as a result of a manifestation of an intention to create it."

"h. Element of a trust. As it appears in this Section, a trust involves three elements, namely (1) **a trustee,** who holds the trust property and is subject to equitable duties to deal with it for the benefits of another; (2) **a beneficiary,** to whom the trustee owes equitable duties to deal with the trust property for his benefit; a beneficiary acquires equitable proprietary rights in property held on

express trust. The beneficiary also acquires the right to require an account form the trustees and personal rights against the trustees in the event of a breach of trust.

§25. Effect of fraud, misrepresentation, or violation of law, generally.

Upon a proper showing of fraud inducing his subscription, a subscriber

To shares in a business trust may rescind the subscription and recover the amount

Paid by him there on, or he may maintain an action for damages....

§26. What amounts to fraud or misrepresentation.

A false representation by a person selling shares in a business trust that the organization

Was a corporation organized under the laws of the state has been held to constitute such a

Material misrepresentation would constitute a defense to an action. *Wine v. Farmer's &*

Stockmen's Loan & Invest Asso. (Tex Civ App) 278 SW 932, affd (Tex Com App) 287 SW 1091

A shareholder may maintain an action against the trust based on fraud and misrepresentation in

Inducing her to subscribe for the shares, without any accounting or dissolution of the trust.

Further affiant sayeth not!

UCC 1-207.7
Without prejudice and Respectfully Submitted,

By:_____
Affiant, Attorney in Fact
As: Appellant and Equitable Beneficiary