

WHALEY'S REPLY TO BOA'S "RETURN" TO
WRIT OF CERTIORARI

PART 9
ATTACHMENTS-15

BOA'S PROVIDED RULES SCACR Rule 210(c) and SCRCR Rule 10(c)
BOA'S PRODUCED DOCUMENTS in LOWER TRIAL COURT on MAY 8, 2012
OPEN COURT HEARING

SHOWING BOA RETURNED!! CCG'S other Constituent's MONEY FUNDS
DUE TO BOA ADMITS! CCG! BUSINESS Never! DEPOSITED CCG Constituent's MONIES
IN BANK OF AMERICA – RESULTED in BOA turned CCG Constituents! MONIES
(including WHALEY'S MONIES) over to the DEPARTMENT OF REVENUE – BUT! NOT!
UNTIL in the YEAR! 2011

Example Only!

Bank of America		Declaration of Loss and Indemnity Agreement Stop Payment Form Tracking # 5926879	
CONFIDENTIAL			
Cashier's / Official Check			
<ul style="list-style-type: none"> A stop payment may not be placed by the customer for any reason other than lost, stolen or destroyed. A replacement check or credit to an account will not be processed until: <ul style="list-style-type: none"> 31st day for checks \$201 - \$1,000.00 91st day for checks \$1,000.01 or greater 			
Personal Money Order			
<ul style="list-style-type: none"> A stop payment cannot be placed if the payee line was not completed. 			
Name of Customer (Required) Narcissus Hooker III	Signature (Required) in <input checked="" type="checkbox"/> Print <input type="checkbox"/> Sign <input type="checkbox"/> Bank of America obtain stamp for "bank on" only	Day-time Phone 528 . 355 . 9979	Current Date 8 / 6 / 2011
Address of Customer (Required) 1520 E. San Rafael Blvd	City Costa Mesa	State CA	Zip Code 92626
Cashier's / Official Check / Money Order Account Number 458341695	Cashier's / Official Check / Money Order Serial Number 6123390	Date of Cashier's / Official Check / Money Order 5/23/2007	
Amount of Cashier's / Official Check / Money Order \$6,000.00	Purchaser Name Narcissus Hooker	Payee (Required) Cash	
Cashier's / Official Check		Personal Money Order	
Check produced by customer - Reason for Stop Payment (Please check one) <input checked="" type="checkbox"/> Lost <input type="checkbox"/> Stolen <input type="checkbox"/> Destroyed		Reason for Stop Payment (Please check one) <input type="checkbox"/> Lost <input type="checkbox"/> Stolen <input type="checkbox"/> Destroyed <input type="checkbox"/> Duplex	
Check issued by "bank on" only - Reason for stop payment (check one) <input type="checkbox"/> Lost <input type="checkbox"/> Stolen <input type="checkbox"/> Destroyed <input type="checkbox"/> Other (Bank of America financial use only - Reason Required)		Was Money Order payee line completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Was check endorsed when lost/stolen/destroyed? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown		Claimant (Requestor) requires reimbursement to follow: <input type="checkbox"/> Return credit to claimant's (requestor's) account. Account name: Account #: Entry Date: <input type="checkbox"/> Reimburse check payable to original check (front) <input checked="" type="checkbox"/> Reimburse: Make Ctr Payable To Narcissus Hooker III	

Cashier's / Official Check Claim - check Part A and complete Part C.
Personal Money Order Claim - check Part B and complete Part C.

Part A

Payee/Purchaser's Claim for Reimbursement of lost, stolen or destroyed Cashier's / Official Check

I am the payee/purchaser of the item described above and certify, under penalty of perjury, that (1) the above information is correct, (2) the above item has been lost, stolen, destroyed, (3) I cannot reasonably obtain possession of the item because its whereabouts cannot be determined, or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process, and (4) the loss of possession was not the result of a transfer by me or a lawful act of the item.

Check amount for \$1 to \$1,000.00

The Claimant understands that an replacement/reimbursement will be made until (30) days from the date of the Check, and that the replacement/reimbursement after (30) days from the date (90) days from the date of the Check is an accommodation to the customer. The Claimant further understands that within (90) days from the date of the Check, the Bank may pay the Check to any person entitled to enforce payment within this 90-day period, or thereafter if the Bank has not yet had a reasonable time to investigate the request, and the Bank shall not be liable to the Claimant the such payment. For Claimant also agree to reimburse the Bank upon demand if the check is paid by the Bank to a person having the right of a "holder in due course", or defined under applicable law, after the Bank has made payment to the Claimant in accordance with the request made herein.

Checks issued for \$1,000.01 or more

The Claimant understands that an replacement/reimbursement will be made until (30) days from the date of the Check. The Claimant further understands that pursuant to applicable law, this claim will have no legal effect until (90) days from the date of the Check, and that within this 90-day period, or thereafter if the Bank has not yet had a reasonable time to act upon this request, the Bank may pay the Check to any person entitled to enforce payment, and the Bank shall not be liable to the Claimant for such payment. The Claimant also agrees to reimburse the Bank upon demand if the check is paid by the Bank to a person having the right of a "holder in due course", or defined under applicable law, after the Bank has made payment to the Claimant in accordance with the request made herein.

In consideration of your placing a stop payment, I agree (1) to hold the bank and its agents harmless from all damage, expense, or liability arising from this claim, (2) that the bank or its agents will not be liable if the item is paid by another or I give the bank incorrect information provided the bank follows the bank's usual procedures for handling such claims and (3) that if the original item is found, I will promptly deliver it to Bank of America to cancel and destroy.

Part B

Payee/Purchaser's Money Order Claim

I am the payee/purchaser of the item described above and certify, under penalty of perjury, that the above information is correct and the item is not being used and I hereby agree to hold you and your agents harmless from all damage, expense, or liability arising from this claim, that you or your agents will not be liable if the item is paid by another or I give you incorrect information provided you follow your usual procedures for handling such a claim, and that if the original item is found, I will promptly deliver it to the bank for cancellation.

Part C

Narcissus Hooker III
Signature of Individual Claimant (Requestor)


Signature of Individual Claimant (Requestor) (print name)

Important: Signature(s) of claimant(s) (requestor(s)) must be attached. See page 2 for acknowledgment forms.

Important: Signature(s) of claimant(s) (requestor(s)) must be attached. See page 2 for acknowledgment forms.

FOR BANK USE ONLY			
Account Reporting Chain (optional entry)	Call Center	Main Code	Phone Number
CHRISTY SAUFAN	352664	A21-172-01-01	480 531 6210
***For Completed Form to Appropriate Office Based Reconciliation Form			
Yes	Mobile State 577-455-1223	California 818-436-4706	Washington State 206-258-1241
MSB Code	R01-121-01-26	CA5-701-01-05	WA1-301-11-50

Showing Mr. Brown's account 1st of 1st
 CASHIER CHECK - which is ~~not~~ BOA's
 Not attached Credit-Cashier

Bank of America  **Cashier's Check** No. **0982567**

DATE: **5/25/07**

PAY TO THE ORDER OF: **CLIFFORD BROWN**

AMOUNT: **\$5000.00**

VOID AFTER 90 DAYS

Customer Support 1-877-631-6313

Outstanding
 Alleged
 Cashier
 Check
 Alleged
 + H.P.
 Mr.
 Clifford
 Brown
 Cashier
 Check
 WFS
 Allegedly
 "LOSS"
 When
 At
 ALL
 Times
 BOA's
 Attached
 Credit
 Cashier
 Check
 Shows
 Allegedly
 Deposited
 Mr. Brown
 Cashier
 Check
 on
 May 25,
 2007
 without
 the
 Approval
 Stamp of
 CCG - Nor,
 along
 a bank memo
 with Mr.
 Brown
 on 5-25-07

** * Shows State Judge's name*
** Federal Case Involving Sakin a Beg and Freeman Family*
in the year 2006 - January 11; Involving Also - Federal
Judge Seymour (MBS) and the Federal Magistrate Judge
McCreary... who Admits! Federal Court - Lacks
Jurisdiction to Intervene within a Organic State!
 United States District Court
 District of South Carolina

*Court Case: *
 where Plaintiff's son
 includes - B.C. Case
 No. 2007-03116*

C.A. No. 3:06-0010-MBS-JRM

Wendell Freeman and David Jathniel Freeman;

Plaintiffs;

vs.

Amy McCulloch, Probate Judge, Richland County Probate
 Court; Jacqueline D. Belton, Associate Probate Judge,
 Richland County Court; State of South Carolina; and
 Governor Mark Sanford, Columbia, South Carolina;

Defendants.

Report and Recommendation

*Courts
 must
 be
 Upheld
 with All
 the Federal
 and State!
 Court Issues
 so not to be
 Intervened by
 the
 Federal
 Court
 ↓
 Please
 see
 Attached
 Typed
 W.R. filed
 statements.*

The Plaintiffs, Wendell Freeman and David Jathniel Freeman (hereafter, the "Plaintiffs").

appear to allege a denial of rights and privileges secured to persons claiming "nationality" in the United States under Title 8 United States Code Section 1503. Pursuant to the provisions of 28 U.S.C. §656(b)(1)(B), and Local Civil Rule 73.02(B)(2)(e), D.S.C., the undersigned is authorized to review such petitions for relief and submit findings and recommendations to the District Court.

Since the Plaintiffs are *pro se* litigants, their pleadings are accorded liberal construction.

Hughes v. Rowe, 449 U.S. 5 (1980) (per curiam); Estelle v. Gamble, 429 U.S.97 (1976); Haines v. Kerner, 404 U.S. 519 (1972); Loe v. Armistead, 582 F. 2d 1291 (4th Cir. 1978); Gordon v. Leake, 574 F. 2d 1147 (4th 1978). Nevertheless, even under this less stringent standard, *pro se* pleadings are still subject to summary dismissal if they fail to meet the requirements for proceeding in this Court. Such is the case here.

The Complaint in this action is virtually unintelligible, consisting of five typewritten

Shows the Federal Court - Must: Des Moines, Iowa
Federal Filed Claims such as - Dist. U.S. Atty. Holliday
Filed Aug. 1st, 2007, and Criminal Filed Claims submitted
on May 29, 2008 - Regarding the Same Claims and Parties
already! Been Resolved and

Education Expense Board, 527 U.S. 666 (1999); Seminole Tribe of Fla. v. Florida, 517 U.S. 44
(1996); Blatchford v. Native Village of Nainok, 501 U.S. 775 (1991); Will v. Michigan
Department of State Police, 491 U.S. 38 (1989); Alabama v. Pugh, 438 U.S. 781 (1978); and
ultimately, Hans v. Louisiana, 134 U.S. 1 (1890). Even without this immunity, the Complaint
suggests no factual predicate upon which to imagine that the Governor of South Carolina, either
in his official capacity or as an individual, has sought to "subvert" or "takeover" Plaintiff
Wendell Freeman's parental rights or responsibilities.

Granted
by the
Court
Ordered
Granted
Relief
since
the
year
2007.

* * * Federal courts are "constrained to exercise only the authority conferred by Article III of

the Constitution and affirmatively granted by federal statute." In re Bulldog Trucking, Inc., 147

F.3d 347, 352 (4th Cir. 1998). There is no presumption that a federal court has jurisdiction over

any given matter. (Cinklev. Inc. v. City of Frederick, 191 F.3d 394, 399 (4th Cir. 1999)) (citing

Lehigh Mining & Mfg. Co. v. Kelly, 160 U.S. 337, 327 (1895)). Accordingly, a federal court is

required, sua sponte, to determine if a valid basis for its jurisdiction exists, and to dismiss the

action if no such ground appears." Bulldog Trucking, supra. See also Rule 12(h)(3) Federal

Rules of Civil Procedure (Fed. R. Civ. P.) ("Whenever it appears ... that the court lacks

jurisdiction of the subject matter, the court shall dismiss the action."). Although the absence of

subject matter jurisdiction may be raised at any time during the case, determining jurisdiction at

the outset of the litigation is the most efficient procedure. Lovem v. Edwards, 190 F.3d 648, 654

(4th Cir. 1999).

* * * United States District Courts, as federal courts established by the United States Congress,

are limited in their jurisdiction to "federal question" and "diversity" cases pursuant to 28 U.S.C.

§ 1331 and § 1332. An action for violation of civil rights under 42 U.S.C. § 1983, for example, is

see
state's
"Consent
Order"
dated
9/26/2007
and the
STATE
Relief
since
NOV. 26,
2007..

** Federal Judge Seymour - an Al Magistrate Judge
Admits! that a Federal Court - Can Not - Intervene on
Order! have Legal Jurisdiction over Ongoing STATE Court
Already! Filed Orders! Nor! Already Engaging STATE
Litigation or Reviewing ANY Decision*

a "federal question" case which means that Congress establishes by statute the basis contours of litigation to enforce its provisions. "Diversity" jurisdiction exists when the parties are citizens of different states and a minimum jurisdictional amount is at stake. The courts must interpret and apply these statutory provisions in specific cases.

*Can
be
possibly
made
Already
By
THE
STATE
Court
is*

The matter of Wendell Freeman's parental rights has apparently been determined by the Richland County Probate Court from which decision he has a right to appeal within the state courts of South Carolina. By asking this Court to intervene in that proceeding, the Plaintiffs have requested relief which simply cannot be granted. The well-settled Rooker-Feldman doctrine prevents this Court from assuming jurisdiction over ongoing state litigation or reviewing any decision made or soon to be made therein.²

which
Defeats!
Judge
James
Ordered
June
1st
2011
Clemens..*

RECOMMENDATION

It is recommended that this action be dismissed without issuance or service of process upon the Defendants. The Plaintiffs' attention is directed to the notice on the next page.

Respectfully Submitted,

s/ Joseph R. McCrory
United States Magistrate Judge

January 11, 2006
Columbia, South Carolina

² This doctrine derives from two U.S. Supreme Court cases, Rooker v. Fidelity Trust Co., 263 U.S. 413, 65 L. Ed. 352, 44 S. Ct. 149 (1923) and D.C. Court of Appeals v. Feldman, 460 U.S. 462, 75 L. Ed. 2d 206, 103 S. Ct. 1293 (1983). See Allstate Insurance Company v. West Virginia State Bar, 233 F. 3d 813 (4th Cir. 2000) for recent application of the doctrine in the Fourth Circuit.

Shows since 9-25-2007 - Attorney General's Office Dismissal!! of it's long term... Security Claims and others! Allegations against CCG and ALL other! involving the Banks' First Fiti, reagents, get illegal orders of CCG Constituents of 7-7-04 Thousands Members

WHEREAS, Plaintiff and Defendants acknowledged before Judge James R. Barber that they agreed to resolve Plaintiff's Motion by entering into a Consent Order, and

WHEREAS, Defendants' willingness to enter into such Consent Order shall not be construed as an admission of guilt or civil liability in this or any other pending action;

THEREFORE, by consent of the undersigned counsel for the above-named parties,

IT IS HEREBY ORDERED THAT

(1) Defendants shall not engage in any act, practice or course of business in connection with the offer or sale of securities (as defined in the South Carolina Securities Act) in or from the State of South Carolina which are not registered with the Securities Division of the Office of the Attorney General pursuant to South Carolina law;

(2) Defendants are prohibited from engaging, directly or indirectly, in the above proscribed acts individually and/or through any affiliates, subsidiaries or third parties of any kind; and

(3) All Orders issued in this case shall continue in full force and effect, including the formal order granting an injunction against Daniel Development Group, LLC to be entered pursuant to Judge Alison R. Lee's ruling on or about August 31, 2007, as reflected on the correspondence attached hereto as Exhibit "A."

AND IT IS SO ORDERED.

Date: 9/25/07

James R. Barber, III
Presiding Circuit Court Judge

Consent Order to Cease and Desist with CCG signed by State Court Judge since year 2004 - That do not show in Consent to get Held in Bank CCG Injunction filed 6-25-07

I SO MOVE:

HENRY D. MCMASTER
Attorney General

JOHN MCINTOSH
Chief Deputy Attorney General

TRACY A. MEYERS
Assistant Attorney General

T. PARKIN HUNTER
Assistant Attorney General

WARREN V. GANJEHSANI
Assistant Attorney General

T. Parkin Hunter
Attorneys for Plaintiff

Post Office Box 11549
Columbia, South Carolina 29211-1549
Telephone: (803) 734-3680

I CONSENT:

Hemp Hill 8 28-5
HEMPHILL P. PRIDE II, ESQ.

Attorney for Defendants **Capital Consortium Group, LLC; 3 Hebrew Boys, LLC; Tony Pough a/k/a Tony Bernard Pough; Tim McQueen a/k/a Timothy McQueen; Joseph Brunson a/k/a Joseph B. Brunson; and Daniel Development Group, LLC**

11. All banks, brokerage firms, financial institutions, or other business entities that have or may have per information provided by the Receiver possession, custody or control of any assets, funds or accounts in the name of, or for the benefit of Three Hebrew Boys or in the name of or for the benefit of individuals known to be working in concert with the Three Hebrew Boys (including those acting in the capacity of independent representatives) shall cooperate expeditiously in providing necessary information and in the granting of control and authorization as a necessary signatory as to said assets and accounts to the Receiver. Any required disclosure and notification of the Receiver's request for information and/or control of said assets and accounts shall occur in a manner so as not to impede the duties of the Receiver.

12. Unless and as authorized by the Receiver, Three Hebrew Boys, and their respective principals or anyone purporting to act on their behalf shall take no action on behalf of or for the benefit of Three Hebrew Boys.

13. Three Hebrew Boys and their respective principals, officers, agents, employees and independent representatives shall cooperate fully with the Receiver, including, if requested, appearing for deposition testimony and producing documents, upon two business days notice (which may be sent by facsimile) and shall take no action, directly or indirectly, to hinder, obstruct, or otherwise interfere with the Receiver in the conduct of his duties or to interfere in any manner, directly or indirectly, with the custody, possession, management, or control by the Receiver of the funds, assets, premises, or causes in action described above.

14. The Receiver, or any counsel who the Receiver may select, is entitled to reasonable compensation from the assets now in the possession or control of, or which may be received by, Three Hebrew Boys, said amount or amounts of compensation shall be commensurate with the duties performed, subject to approval of the Court.

Supreme Court
Board member
Receiv
B.B.
Ashmore
S. Shear
to
Received
and
paid
out
personal
monies
involve
the
a book
found
fraud!
civil
case No.

Agreed
FAX
Copies
Perfectly
Delivered
Involves
Respondent
BOA's
Provided
Documented
Evidential
Supports
Pet. it item / Whaley's
Always provided
proof of slower
showing where BOA
Accepted
we Documented
FAX Copies
Being Perfectly
a Delivered to
Both Respondents!

Shows
Federal Court
+ Daily Interfered
with this Staff report
Act. in whole
3:07-MC-00133
MBS
when found
No. actual
complaint was
never filed.
CC 9/12

on the three Hebrew Boys
company, nor their
COMP agent or employee
TAD Reps, nor
CC 9/12

3:07-mc-00135-MBS 'SEALED'

15. During the period of this Receivership, all persons, including creditors, banks, investors, or others, with actual notice of this Order, are enjoined from filing a petition for relief under the United States Bankruptcy Code without prior permission from this Court, or from in any way disturbing the assets or proceeds of the receivership or from prosecuting any actions or proceedings that interfere with the discharge of the Receiver's obligations.

16. The Receiver is fully authorized to proceed with any filing he may deem appropriate under the Bankruptcy Code as to Three Hebrew Boys.

17. Title to all property, contracts, rights of action, and books and records of Three Hebrew Boys, and their respective principals, wherever located, is vested by operation of law in a receiver.

18. Upon request by the Receiver, any company providing telephonic services to Three Hebrew Boys, shall provide a reference of calls from all numbers presently assigned to Three Hebrew Boys, to any such number designated by the Receiver or perform any other changes necessary to the conduct of the receivership.

19. Any entity furnishing water, electric, telephone, sewage, garbage or trash removal services to Three Hebrew Boys shall maintain such service and transfer any such accounts to the Receiver unless otherwise instructed by the Receiver.

XX 20. The United States Postal Service is directed to provide any information requested by the Receiver regarding any Defendant or Relief Defendant, and handle future deliveries of Three Hebrew Boys mail as directed by the Receiver.

21. No bank, savings and loan association, financial institution, or any other person or entity, shall exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without the permission of this Court.

Personally appeared before me, Thedford A. Rowser/aka/Bey, who, being duly sworn, states that:

1. I am over the age of 18 and of sound mind. I have never been convicted of ANY felony or crime, and I am also FAMILIAR with the BUSINESS RECORDS that DefendantS and PlaintiffS maintains and Understand how to Read and PRODUCED the DOCUMENTED EVIDENCE that supports ALL FACTS herein confirms all claims to be true and correct, and shows that I am competent to give this Affidavit.

2. I am the owner/and founder of the Research LICENSED¹ business "#001531", titled as being the "Office of Justice & Trust" "LICENSE FOR 541199 ALL other LEGAL Se" which does Legal Research from the State of Alabama regarding GLOBAL issues;² which is Recognized by the National Association of Professional Women/aka/NAPW – who's also recognized by U.S. CONGRESS, as I, Ms. Thedford A. Rowser-Hall-Bey has been elected as being the VIP WOMAN of the YEAR 2012 to 2013, sponsored by Ms./Attorney Star Jones and (former wife of Mr. Donald Trump) Ms. Ivanha Trump.³

3. I, am owner/and founder of a Legal Research LICENSED business for over 10 years, that examine ALL BUSINESSES RECORDS, and Personal mailed RECORDs from individuals (all over the United States/and GLOBALLY), I am familiar with the businesses and personal records which PlaintiffS and the said named DefendantS have attached regarding PlaintiffS signed Complaint and/or with the documents attached with both DefendantS written "MOTIONs TO DISMISS" (and the documents attached with DefendantS AFFIDAVITs) all FILED in this said above CIVIL case number 2011-CP-21-03419. As I base this Affidavit upon my REVIEW of those BUSINESSES and their RECORDS/or personal filed Records/and/or the attached RECORDS, and upon my OWN PERSONAL KNOWLEDGE with said records.

**DEFENDANT BOA ADMITS! TO REPRESENTING
Plaintiffs' PAYEE and Plaintiffs' PAYEE's Customers since and before YEAR 2007**

*** 4. I am knowledgeable also by reviewing the said Federal Court's TRANSCRIPT dated November 10, 2009, regarding Defendant BOA'S (29) YEARS Employee, Mr. Dezarn, who ADMITS BOA is the "**REPRESENTATIVE**" for PlaintiffS' named PAYEE, and PlaintiffS' named PAYEE's CUSTOMERS, who are the "Remitters" named on PlaintiffS Cashier's Checks -made out to their PAYEE -

"Capital Consortium Group"/"BRUNSON OUTREACH" (See Trans. pg 92), Defendant BOA Admits Representation with PlaintiffS Payee and its-"LOCKBox is a SERVICE...provided CUSTOMERS that provides Efficient and FAST PROCESSING of CHECKS payable! to! them!...and...a LOCKBOX work...(as)...a PO BOX SET! up FOR! the CUSTOMER! where! THEIR!! CUSTOMERS!! WOULD MAIL CHECKS! to! that! PO BOX! a REPRESENTATIVE!! FROM! the BANK! (of AMERICA) WOULD GO PICK! UP! those!! CHECKS! AND!! TAKE! THEM!! BACK! and PROCESS!! the ITEMS!! (/aka/are the PlaintiffS! CHECKS) and THEN!! (BOA) CREDIT!! to the ACCOUNT!! that! the (BOA's) CUSTOMER! (Plaintiffs' named PAYEE) CHOOSES."; As the below RECORDS shows BOA ADMITS PlaintiffS named PAYEE CCG NEVER! Received PlaintiffS Cashier Checks/montes.

¹ License Business for over 10 years...See attached LICENSED BUSINESS document, expiration 12/31/2012.

² As the Office of Justice and Trust LLC is also incorporated with the State of Alabama, confirmed by the "Alabama BUSINESS PRIVILEGE Tax Return and ANNUAL REPORT" which can be pull by any website regarding public information.

³ See attached Acknowledged Letter from NAPW, shows Ms. Thedford A. Rowser-HALL-Bey – VIP for YEAR 2012/2013, sponsored by Attorney/aka/Ms. Star Jones, and Ms. Ivanha Trump, as being a Recognized as a Reliable Person, and Business.

**** 5. I am Knowledgeable of the undisputed attached documentation from the STATE and Federal Court's (Partial) TRANSCRIPTS of the dates MAY 31, 2007, and NOVEMBER 10, 2009 filed by Plaintiffs in this said case matter, and the document of the U.S. FEDERAL District Court "Order" dated OCTOBER 10, 2008 filed by the said DEFENDANT BOA/with the Federal Court's TRANSCRIPT dated 11/10/2009 shows! THAT IT REPRESENT!! Plaintiffs' Cashier Checks' named PAYEE/Customer/Capital Consortium Group, as well as REPRESENT Plaintiffs' named PAYEE/Capital Consortium Group's CUSTOMERS – which are ALL the PLAINTIFFS.

6. I am knowledgeable that according to the attached Federal and STATE! Court TRANSCRIPTS with the dates MAY 31, 2007 and NOVEMBER 10, 2009, shows that Defendant BOA CLOSED!! all of Plaintiffs named PAYEE/Capital Consortium Group/BRUNSON OUTREACH's ACCOUNT(s), since MARCH 2007, although the attached documents dated November 25, 2008 *(See attachments PART 6 of 7), titled as an "Order" shows that Defendant BOA continued "...to have FUNDS CONVERTED from EXPIRED UNNEGOTIATED Bank of America CASHIER'S CHECKS purchased by and issued by Companies and INDIVIDUALS..." whom the U.S. District Federal Court JUDGE MARGARET B. SEYMOUR, and the said RECEIVER –BEATTIE B. ASHMORE, AGREED to continue! doing BUSINESS with Defendant BOA involving Plaintiffs Payee/Capital Consortium Group's CLOSED ACCOUNT(s), "...to have Bank of America RETURN FUNDS USED by 3HB (3 HEBREW BOYS)...and...to have the RECEIVER's COUNSEL WRITE CERTIFIED LETTERS to the PAYEES ADVISING as to VOID, UNNEGOTIABLE ...CHECKS in QUESTION...", INVOLVING Defendant BOA who PARTICIPATED "UNDER SEAL"/in SECRECY! with Federal Officials Judge Margaret B. Seymour and Federal Receiver-Beattie B. Ashmore, in the South Carolina's U.S. Federal Court CIVIL Case no. "3:07-MC-00135-MBS" COMBINED with the Federal Court's CRIMINAL CASE NO. "CR. No. 3:08-615-MBS" *(See attached Attachments 6 of 7) – with BOTH (the said CRIMINAL and CIVIL) cases heard in the said Federal Court up until the date DECEMBER 10, 2010, heard ONLY by Federal Judge Margaret B. Seymour presiding as JUDGE, in reference the DEFENDANT BOA's Motion to Dismiss attached EXHIBIT A, of the Federal "ORDER" dated OCTOBER 10, 2008 – which is in reference to the APPOINTMENT of the RECEIVER –BEATTIE B. ASHMORE regarding the DATE "SEPTEMBER 5, 2007" ...placed "UNDER SEAL"/in SECRECY regarding the Receiver's Order, quoted to get -- "...PERMISSION..." from Defendant BOA in the year 2008 "...TO HAVE FUNDS CONVERTED from EXPIRED!, UNNEGOTIATED!! Bank of America CASHIER'S CHECKS PURCHASED by and ISSUED to COMPANIES and! INDIVIDUALS!...BACK into...their respective accounts!...which the Receiver has CONTROL...Authority is set forth in this COURT'S Superseding ORDER of OCTOBER 10, 2008...and IN CONSIDERATION OF BANK of AMERICA TURNING the FUNDS OVER! TO! the RECEIVER...COURT WILL PROVIDE...PROTECTION...IF CLAIMS TO THE CHECKS ARE MADE by ANY LEGITIMATE HOLDER...".

Defendant BOA's AFFIDAVIT Feb. 9, 2012 - SHOWS THE ACTS OF CONSPIRED FRAUD by FIRST CITIZENS BANK

7. I am knowledgeable by the attached Copied Cashier Checks, that Plaintiff Rosella McClary PURCHASED on MARCH 30, 2007 from! DEFENDANT! First Citizen Bank certain TWO/(2) Cashier's Checks (numbers 4079357 and! 4079356) in the amount...PAYABLE to CAPITAL CONSORTIUM GROUP.

8. I am knowledgeable by examining Defendant FIRST CITIZENS BANK and TRUST inc.'s "Senior FRAUD

INVESTIGATOR and Interim LOSS Prevention/FRAUD INVESTIGATIONS Manager..." Stephen Hearne's Affidavit ADMITS on the date February 24, 2012, that ON APRIL 25, 2007, the CHECK (number 4079367) was DEPOSITED to (ACCOUNT NO.: XXXXXXXX8501) in the account with FIRST CITIZENS, which IS AN ACCOUNT in the NAME of "DANIEL DEVELOPMENT, LLC CCG ACCOUNT" 'CCG Account.

9. I am knowledgeable that Defendant BOA's Affidavit of Stephen Hearne, ADMITTED that "Plaintiff Rosella McClary..." provided ...CASHIER CHECK NO.: 4079367... IS A TRUE and ACCURATE COPY of the CHECK that is attached to Plaintiffs' COMPLAINT as an EXHIBIT is incorporated herein by reference with Plaintiffs' filed COMPLAINT, and Defendant First Citizens Bank's provided ANSWER on "January 17, 2012".

*** 10. I am knowledgeable that Defendant FCB's Affidavit of STEPHEN HEARNE's approved as a Accurate Copy of Plaintiff McClary's COMPLAINT having the attached copy of FCB's Cashier's Check number 4079367 provided by Defendant FCB - who says FCB'S ACCOUNT NUMBER xxxxxxx8501 is Plaintiffs' PAYEE/CCG's Account - NAME of Daniel Development, LLC, with First Citizens Bank in which Plaintiffs' said Cashier Checks/or monies were DEPOSITED. *(See Attachments PART 2 of 7 - FCB's Account Profile & Signature Card FORM)

**** 10a): I am knowledgeable that after reviewing the BACK of Plaintiff McClary's Cashier Check no. 4079367, it DOES NOT SHOW FCB's Account no. xxxxxxx8501, nor the NAME of Daniel Development, LLC's/CCG Account, although at the BOTTOM of Defendant BOA's copied Cashier Check no. 4079367 provided to Plaintiff McClary DOES SHOW Defendant FCB's Bank "ACCOUNT NUMBER 9801994990", which shows that Plaintiff McClary's Cashier Check/or monies WERE NEVER DEPOSITED in Defendant BOA's accounts of NONE the Plaintiffs named PAYEE CCG/Brunson OUTREACH.

****11. I am knowledgeable by the attached copy of Plaintiff McClary's COPY of FCB's SOLD Cashier Check no. 4079367 having the "POSTING date" APRIL 25, 2007, located at the BOTTOM of Plaintiff McClary's COPIED Cashier Checks no. 4079367, but! with a DIFFERENT! "ACCOUNT NUMBER 9801994990", but with SAME FCB's Cashier's Checking "Serial Number 4079367", "Sequence Number 00000000414840", "TYPE Debit", "Status Posted"... in which SHOWS Plaintiff McClary's said MONEY WAS NEVER! DEPOSITED, in the FIRST CITIZENS BANK ACCOUNT number xxxxxxx8501/of Plaintiff McClary's Only named PAYEE Account with FCB; *

Further Affiant Sayeth Not.

NOTARY:

Alvin W. Fountain

Shepherd A. Rowser-Hall-Bey
Ms. Theford A. Rowser-Hall-Bey
Legal Researcher/aka/Consultant

Commission Expires: 6 June 2012

⁴ The Defendant BOA's above admitted reference to Plaintiffs Complaint "§ 6 n2", shows Defendant BOA has ALREADY! ADMITTED that ALL of the "REMITTERS" who sent their Cashier Checks into the said PAYEE/"Capital Consortium Group"/under "BRUNSON OUTREACH" incorporation (S! REPRESENTED! by the Defendant BANK OF AMERICA, since, before, and after the year 2007; and Defendant BOA admits that it RELIED UPON the UNIFORM COMMERCIAL CODE OF LAWS, as well as relied upon Defendant BOA'S own signed "DEPOSIT AGREEMENT and DISCLOSURES" pages 6 & 32 under "TRANSFERRING OWNERSHIP" and "FREEZING YOUR ACCOUNT"; which the Uniform Commercial Code of Laws shows must be upheld with its Customers/and or non-Customers according to Defendant BOA's ATTACHED document dated "11/25/2008".