

8/18/2020

SOUTH CAROLINA COURT OF APPEALS  
1220 Senate street  
Mailing address:  
P O Box 11629  
Columbia SC 29201

ATTN: CLERK OF COURT  
Jenny ABBOTT KITCHINGS  
FILE ON DEMAND

Appellate's  
Anthony-Duane: Sutherland  
Michelle-Marie: Sutherland  
Domiciled at  
231 Lauren hope lane  
Moore SC [29369]

**RECEIVED**

**Aug 19 2020**

**SC Court of Appeals**

Appellee  
Anderson Federal Credit Union

Only By Special Appearance in State of South Carolina in the Court of APPEALS the Appellate's do hereby make Notice of Appeal.

CIVIL ACTION NUMBER 2020CP4200287

NOTICE OF APPEAL and REQUEST for

.Bill of Review

.Arrest of Judgement Due to:

- a) A error that affects the jurisdiction over the subject matter.
- (b) A error that affects the validity of the judgment.
- (c) A error that affects the proceedings.

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(d) Errors closely related to or dependent on assigned error of Judgement properly argued in this Brief.

(e) Plain and clerical errors.

(f) This appeal is necessary in arriving at a just decision of the case.

Be it known unto all men, this Document IS A NOTICE OF APPEAL ON THE RECORD IN THE PEPOLE'S COURT and comes into the Court Record by a Special Appearance ONLY and Not by way of a General Appearance. This Document is by the Hand of the Peer and Baron Anthony-Duane: Sutherland SR a flesh and blood man and living breathing Soul, WHO IS NOT A DEAD CORPORATE ENTITY. I Present and Serve this Appeal, Notices, Objections, and Thoughts with convictions on this Eighteenth day of August in Two Thousand Twenty, in the year of my LORD and SAVIOR JESUS CHRIST. My Yeah is Yeah and my Nay is Nay and I do say that the Court is in want of Personal Jurisdiction.

The Law requires proof of Jurisdiction to appear on the record of the administrative agency and all administrative proceedings. A Court of Record must decide this Jurisdictional Issue. There is No Proof on the record that the Inferior Court has any Jurisdiction at all. I demand Proof of Jurisdiction over the subject matter and I demand Proof of Personal Jurisdiction. I have not consented to the Jurisdiction of the court and I do not waive any of my rights. Citizenship can not be imposed upon me against my will, neither can you steal my nationality. I shall not be compelled into any contract with the state or it's courts. All answer documents, all appeal documents, and all physical self appearances, in the court at any and all times is a Special Appearance and this is so; whether it has been in the past, or occurs in the present, or in the future. All appearances will always be a Special Appearance that Challenges the Jurisdiction of the Court and Demands all Tortfeasors to right their wrongs. All Appearances whether it be my Documents and/or Myself, at all times those appearances ARE NOT A GENERAL APPEARANCE. Do not make any presumptions of Jurisdiction over me a flesh blood man. I am not a Fictitious Corporate Entity and I reserve all my rights and I do not waive any of my rights.

FAIR WARNING TAKE JUDICIAL NOTICE:

Court is in Violation of a Permanent Injunction Arbitration Award "Exhibit A". The Court was put on notice in a previous case and those documents were Filed On Demand. The Court can not by law Impair it's Obligation to that Injunction. The Permanent Injunction Arbitration Award is not a pseudo-contract. It is a legal and equitable remedy that compels the court to not interface with me. The Injunction by It's Own Force Demands the Court's compliance. If Court continues to act Vis Injurious and ultra vires towards me after this written notice; Court will be

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found in contempt and shall face penalties and monetary sanctions that can be collected against you in any Federal District court. All Judiciaries NOTICE the Inferior Court's Judgement Order is debunked and found to be void ab initio. In fact the entire proceedings are illegal ab initio. "Exhibit B" is the Bill of Peace 2020 attached to the Lawful Arbitration Order "Exhibit A" of which both were duly served upon every single Senator and Congressman in the United States.

The Plaintiff Anderson Federal Union and it's Attorney Christy C. Jones have committed a Malfeasance through Gross Negligence in Procedural Law; effectively denying Due Process and Substantive Equality. I do believe that the Attorney has deflected Justice and is in Criminal contempt of the dignity of the court by intentionally interfering with the administration of justice which lowers the authority and creditability of the court.

In April 2020, the controversy at hand was already a settled matter between Anderson Federal Credit Union and myself. Anderson Federal Credit Union made me an offer. In Duress, yet having goodwill, I accepted the offer by making several months payments in advance. Anderson Federal Credit Union assented to the New Adhesion Contract and Stand Still Agreement by cashing all the remitted payments and agreed to stop the Judgement Action. Plaintiff Anderson Federal Credit Union and their Attorney Christy C. Jones both agreed and understood that through my acceptance of the adhesion contract, that very action on my part would forego any more of their judgement actions; thus preventing severe economic injury to me.

Now in all good faith and assent, I remitted the payments to the Plaintiff Anderson Federal Credit Union, then notified their attorney of the agreement not once, but twice and also ask twice of the Credit Union that they please advise their attorney of the Standstill Agreement. Now after all my good Will efforts and communications to both the Plaintiff and their Attorney it seems that the Plaintiff had some apparent communications with it's Attorney Christy C. Jones to go ahead and move forward to exact and inflict punishment upon me through continuance of Judgement Action in spite of the Stand Still Agreement dating back to April. This action was a breach of their very own drawn up adhesion contract with me. They now had the agreement they sought and still continued adversely against me. I accepted the Credit Union's continuing offer to contract; albeit under Coercion and without any bargaining Power to avoid Judgement and Detriment to myself. Now the Credit Union received a benefit by the assignment of money and with that benefit there was no rights bestowed too the Credit Union by myself or by the Credit Union its self through any express agreement or otherwise; to continue with a Detriment, Burden, and Judgement against me. There was not an express agreement clause for Judgement within the accepted contractual offer and agreement, nor was there any consent by me for the parties in action to continue with a Judgement. The understanding was very clear and convincing in all our minds that the Judgement Action would cease at the accepted establishment of a Stand Still Agreement being that Assignment of benefits to the Assignee and Plaintiff Anderson Federal Credit Union. I declare that upon assignment of benefits, I did not agree any way; whatsoever, to transfer any right to the Plaintiff / Assignee a right to continue with a Judgement against me. That action as far as I'm concerned is a Breach of Promise. I do believe this is an unprecedented and intentional defect that violates fairness standards and offends all Justice. Now the Plaintiff and Attorney both had a lawful duty to inform the court of the Stand Still Agreement, yet they obviously chose to intentionally influence, obstruct, and impede the due and proper administration of procedural law by concealment and non-disclosure of the material facts. They remained silent to withhold that pertinent knowledge of the case for the improper purpose of collateral which is an unconscionable misrepresentation of facts to arbitrarily circumvent Proper Due Process. Procedural Law was rejected by Public officials. It's more than Malfeasance, it is a Tyrannical Abuse of Due Process and a great Miscarriage of Justice. Pubic Fiduciaries should be very

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careful to not perjure their oath of office through and by careful exercise of some standard of care which would insure fairness at every step of the Process. More has been done in this case than what is required by law and these actions are beyond the powers of the court. This contempt of the court by the very officers of the court certainly invokes public outrage, and violates all the Antitrust Laws of Civil Process, showing great contempt for the People's Rights and the People's Court. This type of societal behavior and Malfeasance by any officer of the court having Superior knowledge of the law is treasonous and denies the People of this great nation their basic human rights and their right to fundamental justice. Such people can not and will not be tolerated in our Republican form of Government. All such persons should be exposed for We the People to see. We the people must have redress for all grievances in the so called Corporate-Government to insure the nation's people isn't being railroaded by a few corrupt individuals also known as foreign agent attorneys with foreign registration statements who are foreign to flesh blood men and women. Those persons in this nation who wish to be corrupt and violate the People's rights of due process and our substantive rights, who don't care about fairness and consistency in the Process, who Violate the Standards of Care and the Professional Codes of Responsibility, and Abuse Due Process and Procedural Laws to the people's detriment must by all means be called out and held accountable in their personal capacities and not be allowed to hide behind cloaks of Immunity. Such individuals should be stripped of official status and not trusted with Fiduciary and Judicial Duties when there is clear convincing evidence of willful or negligent breach of duties and perjury of their oaths of office.

Please notice that Anderson Federal Credit Union is trying to collect on an old classic credit card with a \$7,500 credit limit. That account was paid off and closed. The Credit Bureaus stopped reporting on that account in approximately year 2008. January 2010, I did apply for a Individual \$10,000 Platinum credit card without any co-signers. That same account was correctly reported as an Individual account by all major credit bureaus and Lexis-Nexus. A misjoinder has occurred by placing alleged defendant Michelle Sutherland on their claim. Anderson Federal Credit Union has no paperwork to substantiate it's claim. Plaintiff's one piece of so called proof/paperwork that was entered into the court and sent to me makes it very clear that definitive proof wasn't ascertained by that old document. When you consider what is really on that document you can only ascertain that document was for an entirely different type of card, a Classic Credit Card with a lower Credit limit of \$7,500 and for an account opened over nineteen years ago. Any reasonable person of average intelligence can conclude that use of that document is an egregious error on their part that only proves absolutely nothing. The use of a very old document serves as a fabrication for a better chance at collecting something by naming two defendants on the claim instead of one defendant. That submission of paperwork is a defect in Due Process and a pathetic attempt to make a claim somehow seem legit. Note Michelle Sutherland is not involved in the slightest way on past AFCU accounts reported in the Public Records. Public records don't report Michelle Sutherland having an Individual account nor a joint account with AFCU. Anthony's old accounts report as Individual accounts. I suspect individuals with Superior Knowledge could dissect these simple truths and rule on the side of clear conscience and good reason. No presumption of debt can be based off of that old credit card application dating back to April 2001, because the of appearance certainly doesn't show even the slightest effect of a presumption of a debt. What it does show is a total contradiction of their claim. Consider very carefully that if there really was any Legitimate Debt at all from that time period; that debt would be time barred and couldn't be collected on nor recouped since it's past the statue of limitations. These simple facts should be evident to any pair of discerning eyes and seen as just good common sense reason. Your actions going forward should be governed with care, caution, common sense, with good conscience and on the side of good reason.

Included also is Exhibit C the Money Orders, Exhibit D the settlement agreement, Exhibit E the very old Credit Card Agreement from April 2001 that does not ascertain a Debt and there isn't any Authenticated Audited Asset / Liability Ledgers available. Anderson Federal Credit Union

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has presented a baseless claim and no living breathing soul has made a claim of personal injury against me and the court is without authority to preside over this case.

Without Prejudice, Anthony Duane Sutherland  
Anthony-Duane: Sutherland Michelle Sutherland

Sworn to me before this 19 day of August, 2020.

[Signature]  
Signature of Notary Public for South Carolina

My Commission Expires: 08/25/2025

Mellie Gossett  
Printed Name of Notary Public for South Carolina

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To: SC Court of Appeals

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Columbia, SC 29211

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Attn: Clerk of Court  
Jenny Abbott Kitching

File on Demand

From: Anthony J.  
Michelle Sutherland