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To: SC Court of Appeals

**RECEIVED**

AUG 24 2020

SC Court of Appeals

Mailing:  
30 Box 11629  
Columbia, SC 29211

1220 Senate St  
Columbia, SC 29201

Attn: Clerk of Court  
Jimmy Abbott Kitchings

File on Demand

To: SC Court of Appeals

1220 Senate St  
Columbia, SC 29201

Mailing:  
30 Box 11629  
Columbia, SC 29211

Attn: Clerk of Court

Jenny Abbott Kitchings

File on Demand

From: Anthony  
Michelle Sutherland

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 24 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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VBS 1/25

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 1<sup>st</sup> day of August, 2020.

[Signature]  
Signature of Notary Public for South Carolina

My Commission Expires: 08/25/2025

Shellie Gossett  
Printed Name of Notary Public for South Carolina

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#35 (initials)



This Arbitrator, Keisha Jones; having considered the Claimant's request for dispute resolution on complaint, finds the following:

**Jurisdictional Allegations:**

1. This Arbitrator has Subject Matter Jurisdiction, SMJ; as acknowledged by 9 U.S.

Codes §1, §2, §9; 28 U.S. Code §§ 1346; and the established common law not limited to the following specifics:

- a. That Phillip Hudok is a citizen of the state of West Virginia: -
- b. That the Respondent(s)
  - i. DONALD TRUMP, ET AL.,
  - ii. JOHN ROBERTS JR. ET AL.,
  - iii. NANCY PELOSI, ET AL.,
  - vi. WILLIAM BARR, ET AL.,
  - v. UNITED STATES OF AMERICA, ET AL.,
  - iv. CHARLES GRASSLEY, ET AL.,

... Have entered into an agreement whereby they knowingly and intentionally agreed to the following "... Failure and or refusal to respond and provide the requested and necessary Proof of Claims shall be held and noted as agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and/or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby, and/or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Claimant, through "tacit acquiescence." Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to the Conditional Acceptance for Value and counter offer/claim for Proof of Claim, also Respondent(s); have agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims

which has created and established for Respondent(s) an estoppel in this matter(s), and ALL matter(s) relating hereto; and arising necessarily therefrom; and

2. The above-captioned matter was set for arbitration after the receipt of the application and dispute resolution complaint on 08/12/19; and

3. This Arbitrator has notified all parties listed above (a copy of proof of notification is permanently affixed to this record by reference) granting each party the opportunity to submit documentation, records, proofs, evidence, exhibits, affidavits related to the instant matter, the contract J3:16fGsltwthghobS<sup>®</sup>, its terms, premises, promises, and obligations on or about, and

4. The Respondent(s) in a related action have made a claim against the Claimant of this instant matter related to the Claimant's interests and/or properties. There exists a matter in dispute and/or controversy associated with the contractual agreement, thereby extending jurisdiction to this body to proceed as per the terms of the agreement, as well as relevant laws and facts in support as presented during the arbitration of this controversy; and

5. The parties entered into a legally binding contractual relationship with each other and this Arbitrator finds that there is no fraud and/or any attempt to induce fraud and/or to commit fraud, and/or inducement of contract, and/or fraud, in the factum respecting the instant matter and contract. Thus, the parties are bound by the terms and obligations agreed upon and imposed upon them as a direct result of the contractual agreement; and

6. This Arbitrator finds that all the elements that form a contractual agreement and a legally commercial binding obligatory relationship are present; and

7. The contract clearly expresses the method of settlement and resolution of all disputes arising thereunder shall be settled by arbitration under the authority of the standards of common-law arbitration, the Federal Arbitration Act, and further stipulated and appointed this Arbitrator listed herein as agreed upon as the Arbitrator of record. Neither party has objected, protested, and/or attempted to amend any portion and/or provision at any time of the contract; the contract status that

all final and binding arbitration awards may be confirmed by any court in America having original jurisdiction pursuant to Title 9 United States Codes §9 and §13; and

8. It has been alleged and thoroughly proven that the Respondent(s) listed above have by their own accord agreed to all the terms of the contract, that they have committed the offenses claimed in the contract and have acted against the interests of the Claimant's, depriving them of their right to property, their right to contract, the right to The Pursuit of Happiness and the enjoyment of life. They have admitted and agreed that they have violated the Claimant's constitutional and common law rights, that they had intentionally, knowingly and deliberately failed to perform as agreed, have forsook their obligatory duty of care and thus created a dispute that requires a resolution by SITCOMM ARBITRATION ASSOCIATION (Hereinafter "SAA") and/or any subsequent award; and

9. The parties stipulated and agreed that the related matters including any judgments associated thereto, any claims, and any collateral attacks; by the Respondent(s) are null and void of any effect and shall not be binding on the Claimant retroactively and henceforth; and

10. The contract stated that punitive damages can be optionally assessed, however; the contract remains silent as to any case that would direct the Arbitrator to direct a formula to determine punitive damages. It is deemed that punitive damages may be warranted if the Respondent(s) do not voluntarily comply with this award. In such an event, this Arbitrator may impose punitive damages at a rate of three times the amount of the actual damages in addition to other remedies awarded.<sup>2</sup>

11. The parties did have a prior relationship and the Respondent(s) had an obligation to respond to the reasonable requests of the Claimant. One of those requests being that the Respondent(s) provide an accounting and that such accounting be truthful and certified as being wholly accurate. As the custodian of record, a position for which the Respondent(s) volunteered, accepted such responsibility and have yet to rebut such a presumption. This Arbitrator finds that they were duty-bound and have breached their fiduciary duty of care, supporting their willful and

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<sup>2</sup> *Pacific Mutual Life Insurance Company vs. Haslip*, 499 US 1 (1991).

intentional as well as deliberate default respecting the irrevocable binding contractual agreement that is coupled with interests; and

12. Further, this Arbitrator finds that the contractual agreement does highlight and note a settlement offer whereby the parties stipulate within the body and framework of the agreement ("Contract" "Agreement") in line with the Tucker Act and have agreed to certain and specific terms under and in line with the contractual agreement; and

13. There is complete diversity of citizenship between the parties; and

14. The amount in controversy exceeds the sum of \$75,000.00, exclusive of interest, costs, fees and assessments; and

15. That the venue is proper in any court of original jurisdiction wherein either the Arbitrator resides or chosen by the Claimant as stipulated in the contractual agreement and that any orders compelling witness attendance, provisional remedies, equitable relief, interim awards are to be issued and enforced according to the terms of the contract as stipulated in the agreement; and

16. That the parties have agreed that all pre-existing as well as existing contractual Agreements between the parties, no matter their scope, subject matter, and/or detail are superseded and extinguished by the contractual agreement referenced and related hereto; and

17. Should the Claimant elect that jurisdiction for the final award may be had under the Tucker Act in the United States Court of Federal claims as the exclusive jurisdiction for said Court of Claims for damages against the United States under contract in excess of \$10,000.00. Since this matter is against an institution registered and licensed with the United States, during the time of its conduct is construed as one and the same as a matter of law; the Federal Court of Claims would be at the election of the Claimant, a chosen proper jurisdiction to have the matter determined under common-law and/or as stipulated in the contract at any court of original jurisdiction.

#### **BASIS FOR ARBITRATION:**

18. On or about 12/27/18, The Claimant and the Respondent(s) entered into a written, self-executing, binding, irrevocable, contractual agreement coupled with interests, for the complete resolution of their misconceptions and other conflicts respecting their previous relationship. The

Respondent(s) made an attempt to change the terms of that contractual agreement and the Claimant presented a counter offer or conditional acceptance of the offer to the Respondent(s). The record clearly documents that the Respondent(s) have failed to properly respond after they received the counter offer, whereby such nonresponse would equate to tacit acquiescence thereby creating an estoppel respecting the Respondent(s) and any future claims and/or prior claims and/or present claims associated with this instant matter.

19. It appears that a dispute has arisen under the agreement between the parties and it is the subject matter at bar. The Claimant contends that after agreeing to the terms of the contract, the Respondent(s) have failed to fully perform to the terms of the agreement and that the Claimant is entitled to immediate and unconditional remedy as prescribed within the terms of the contractual agreement. The Claimant has demanded liquidation of the estate/trust and the Respondent(s) have failed to act.

20. The contractual agreement stipulates that the Arbitrator may adjust the amount of the award to include fees, adjustments, costs, and other expenses.

21. The contractual agreement provided for arbitration of disputes at SITCOMM ARBITRATION ASSOCIATION, which stated in relevant part:

That the arbitration process is binding on all parties and is the sole and exclusive remedy for redressing any issue associated with this agreement. That this agreement supersedes and predates as well as replaces any and all prior agreements between the parties, and is binding on all parties and irrevocable, and the parties agreed to the terms and conditions of this agreement upon default of the defaulting party as of the date of the default...

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

22. **ADDITIONALLY**, it is exigent and of consequence for the Claimant to inform Respondent(s), in accordance with and pursuant to the principles and doctrines of "clean hands" and "good faith," that by Respondent(s) failure and/or refusal to respond and provide the requested and necessary Proof of Claims; it shall be held and noted and agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common

law, and/or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and/or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Claimant, through "tacit acquiescence," Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to the Conditional Acceptance for Value and counter offer/claim for Proof of Claim and Respondent(s); have agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims which will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom; and

23. In accordance with and pursuant to this agreement, a contractually (consensual) binding agreement between the parties to the Conditional Acceptance for Value and counter offer/claim for Proof of Claim to include the corporate Government Agency/Department construct(s) whom Respondent(s) represents/serves; as well as, ALL officers, agents, employees, assigns, and the like in service to Respondent(s) will not argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein; and necessarily and of consequence arising therefrom, in ANY future remedial proceeding(s)/action(s), including binding arbitration and confirmation of the award in the District Court of the United States at any competent court under original jurisdiction, in accordance with the general principles of non-statutory Arbitration, wherein the Conditional Acceptance for the Value/Agreement/Contract no. J3:16fGsltwthghobS © constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure to respond when a request for summary disposition of any claims or particular issue may be requested and decided by the Arbitrator, whereas a designated Arbitrator was chosen at random, who is duly authorized, and in the event of any physical or mental incapacity to act as Arbitrator, the Claimant shall retain the authority to select any neutral(s)/Arbitrator(s) that qualify pursuant to the

common law right to arbitration, as the arbitration process is a private remedy decided upon between the parties and with respect to this contractual agreement; the defaulting party waives any and all rights, services, notices, and consents to the Claimant and or the Claimant's representative selection of the Arbitrator thereby constituting agreement and any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration, and the Arbitrator may hear and decide the controversy upon evidence produced although a party who was duly notified of the arbitration proceeding did not appear; that the Claimant deems necessary to enforce the "good faith" of ALL parties hereto within without respect to venue, jurisdiction, law, and forum the Claimant deems appropriate. "An arbitrator's award should not be vacated for errors of law and fact committed by the arbitrator and the courts should not attempt to mold the award to conform to their sense of justice."<sup>3</sup>

24. Further, Respondent(s) agree that the Claimant can secure damages via financial lien on assets, properties held by them or on their behalf for ALL injuries sustained and inflicted upon the Claimant for the moral wrongs committed against the Claimant as set, established, agreed and consented to herein by the parties hereto, to include but not limited to: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged Commercial/Civil/Cause; fraud, conspiracy (two or more involved); trespass of title, property, and the like; and, ALL other known and unknown trespasses and moral wrongs committed through ultra vires act(s) of ALL involved herein, whether by commission or omission. Final amount of damages to be calculated prior to submission of Tort Claim and/or the filing of lien and the perfection of a security interest via a Uniform Commercial Code Financing One (1) Statement; estimated in excess of TEN (10) Million dollars (USD- or other lawful money or currency generally accepted with or by the financial markets in America) and notice to Respondent(s) by invoice. Per Respondent(s) failure and/or refusal to provide the requested and necessary Proof of Claims and thereby; and therein consenting and agreeing to ALL the facts set, established, and agreed upon between the parties hereto, shall

<sup>3</sup> *Astor v. Geico Insurance Co.*, 110 AD3d 1062, 974 NYS2d 95 (2nd Dept., 2013).

constitute a self-executing binding irrevocable durable general power of attorney coupled with interests. This Conditional Acceptance for Value and counter offer/claim for Proof of Claim becomes the security agreement under commercial law whereby only the non-defaulting party becomes the secured party, the holder in due course, the creditor in and at commerce. It is deemed and shall always and forever be held that the Claimant and all property, interest, assets, estates, trusts commercial or otherwise shall be deemed consumer and household goods not-for-profit and or gain, private property, and exempt, not for commercial use, nontaxable as defined by the Uniform Commercial Code Article 9 §102 and Article 9 §109 and shall not in any point and/or manner, past, present and/or future be construed otherwise- see the Uniform Commercial Code Articles 3, 8, and 9.

25. Respondent(s) have allowed the ten (10) Calendar days or twenty (20) Calendar days total if request was made by signed written application for the additional ten (10) Calendar days to elapse without providing the requested and necessary Proof of Claims for which Respondent(s) have entered into fault and the Claimant has transmitted a Notice of Fault and Opportunity to Cure and Contest Acceptance to the Respondent(s); wherein Respondent(s) were given an additional three (3) days (72 hours) to cure Respondent(s) fault; Respondent(s) failed or otherwise refused to cure Respondent(s) fault and Respondent(s) are found in default and thereby; and therein, Respondent(s) have established Respondent(s) consent and agreement to the facts contained within the Conditional Acceptance for Value and counter offer/claim for Proof of Claim as said facts operate in favor of the Claimant; e.g. that the judgment or alleged "court of record" within the above referenced alleged Commercial/Civil/Cause is VOID AB INITIO for want of subject-matter jurisdiction of said venue; insufficient document (Information) and affidavits in support thereof for want of establishing a claim of debt; want of Relationship with the "source of authority" for said statute(s)/law(s) for want of privity of contract, or contract itself; improperly identified parties to said judgment, as well as said dispute/matter; and,

26. Respondent(s) agreed and consented that Respondent(s) do have a duty and obligation to Claimant; as well as the corporate Government Department/agency construct(s) Respondent(s) represents/serves, to correct the record in the alleged Commercial/Civil/Cause and thereby; and

therein, release the indenture (however termed/styled) upon the Claimant and cause the Claimant to be restored to liberty and release the Claimant's property rights, as well as ALL property held under a storage contract in the "name" of the all-capital-letter "named" defendant within the alleged Commercial/Civil/Cause within the alleged commercially "bonded" warehousing agency d.b.a., for the commercial corporate Government construct d.b.a. the United States. That this arbitration award is to be construed contextually and not otherwise and that if any portion and/or provision contained within this arbitration award, the self-executing binding irrevocable contractual agreement coupled with interests; is deemed non-binding it shall in no way affect any other portion of this arbitration award. That this Arbitrator is permitted and allowed to adjust the arbitration award to no less than two times the original value of the properties associated with this agreement, plus the addition of fines, penalties, and other assessments that are deemed reasonable to the Arbitrator upon presentment of such claim, supported by prima facie evidence of the claim.

27. The defaulting party will be estopped from maintaining or enforcing the original offer/presentment: i.e., the above referenced alleged Commercial/Civil/Cause as well as ALL commercial paper (negotiable instruments) therein, within any court or administrative tribunal/unit within any venue, jurisdiction, and forum the Claimant may deem appropriate to proceed within in the event of ANY and ALL breach(es) of this contractual agreement by Respondent(s) to compel specific performance and or damages arising from injuries therefrom. The defaulting party will be foreclosed by laches and/or estoppel from maintaining or enforcing the original offer/presentment in any mode or manner whatsoever, at any time, within any proceeding/action.

28. Furthermore, the Respondent(s) are foreclosed against the enforcement, retaliation, assault, infringement, imprisonment, trespass upon the rights, properties, estate, person whether legal, natural or otherwise of the presenter/petitioner and/or his interest and/or his estate retroactively, at present, post-actively, forever under any circumstances, guise, and/or presumption.

#### NOTICE OF COMMON-LAW ARBITRATION:

29. Please be advised that in-as-much as the Claimant has "secured" the "interest" in the "name" of the all-capital-letter "named" defendant as employed/used upon the face; and within, ALL

documents/instruments/records within the alleged Commercial/Civil/Cause, to include any and all derivatives and variations in the spelling of said "name" except the "true name" of the Claimant, through a Common-Law Copyright, filed for record within the Office of the Secretary of State and having "perfected said interest" in same through incorporation within a Financing (and all amendments and transcending filings thereto), by reference therein, the Claimant hereby and herein, waives the Claimant's rights as set, established, and the like therein, and as "perfected" within said Financing Statement acting/operating to "register" said Copyright, to allow for the Respondent(s) to enter the record of the alleged "court of record" within the alleged Commercial/Civil/Cause for the SOLE purpose to correct said record and comply with Respondent(s) agreed upon duty/obligation to write the "order" and cause same to be transmitted to restore and release the Claimant, the Claimant's corpus and ALL property currently under a "storage contract" under the Claimant's Common-Law Copyrighted trade name; i.e., the all-capital-letter "named" defendant within the above referenced alleged Commercial/Civil/Cause, within the alleged commercially "bonded" warehousing agency d.b.a. the commercial corporate Government juridical construct d.b.a. the United States. Please take special note, that the copyright is with reference to the name and its direct association and/or correlation to the presenter.

30. **NOTICE:** The Arbitrators, "Must not necessarily judge according to the strict law but as a general rule ought chiefly to consider the principles of practical business."<sup>4</sup>

- "Internationally accepted principles of law governing contractual relations."<sup>5</sup>
- If the contract (valid or otherwise) contains an arbitration clause, then the proper forum to determine whether the contract is void or not, is the arbitration tribunal.<sup>6</sup>
- That any determination by the Arbitrator is binding upon all parties, and that all parties agree to abide by the decision of the Arbitrator. The Arbitrator is to render a decision based upon the facts and conclusions as presented within the terms and conditions of the contract. Any default by any party must be supported by proof and evidence of said default, that

<sup>4</sup> *Norske Atlas Insurance Co v London General Insurance Co* (1927) 28 Lloyds List Rep 104.

<sup>5</sup> *Deutsche Schachtbau v R'As al-Khaimah National Oil Co* (1990) 1 AC 295.

<sup>6</sup> *Heyman v Darwins Ltd.* (1942) AC 356.

default shall serve as tacit acquiescence on behalf of the party who defaulted as having agreed to the terms and conditions associated with the self-executing binding irrevocable contract coupled with interests. That the Arbitrator is prohibited from considering and/or relying on statutory law, as it has been held that any time any party relies on or enforces a statute, they possess no judicial power.

- "A judge ceases to set as a judicial officer because the governing principals of administrative law provides that courts are prohibited from substituting their evidence, testimony, record, arguments and rationale for that of the agency. Additionally, courts are prohibited from their substituting their judgments for that of the agency.
  - "...Judges who become involved in enforcement of mere statutes (civil or criminal in nature and otherwise), act as mere "clerks" of the involved agency..."
  - "...Their supposed 'court' becoming thus a court of limited jurisdiction' as a mere extension of the involved agency for mere superior reviewing purposes."<sup>9</sup> "When acting to enforce a statute, the judge of the municipal court is acting an administrative officer and not as a judicial capacity; courts in administrating or enforcing statutes do not act judicially. but, merely administratively."<sup>10</sup>
  - "It is basic in our law that an administrative agency may act only within the area of jurisdiction marked out for it by law. If an individual does not come within the coverage of the particular agency's enabling legislation the agency is without power to take any action which affects him."<sup>11</sup>
- "It is not every act, legislative in form, that is law. Law is something more than mere will be exerted as an act of power...Arbitrary power, enforcing its edicts to the injury of the person and property of its subjects is not law."<sup>12</sup>

<sup>7</sup> *Alsi v US*, 568 F2d 284.

<sup>8</sup> K.C. Davis, ADMIN. LAW, Ch. 1 (CTP. West's 1965 Ed.)

<sup>9</sup> K.C. Davis, ADMIN. LAW, P. 95, (CTP, 6 Ed. West's 1977) *FRC v G.E.* 281 US 464; *Keller v PE*, 261 US 428.

<sup>10</sup> *Thompson v Smith*. 155 Va. 376. 154 SE 583, 71 ALR 604.

<sup>11</sup> *Endicott v Perkins*, 317 US 501.

<sup>12</sup> *Hurtado v. California* (1884) 110 US 515 (1984).

- Some of the aforementioned cases are not published, however; these are still fundamental principles of law, and one of the fundamental principles of arbitration is that the Arbitrator sits as judge over the facts, and as such to preserve the sanctity of the process and Arbitrator receives the same immunity as a judge and is exempt from prosecution and or review, unless they can be proved that the Arbitrator intentionally ignored the evidence and acted in conspiracy to defraud the parties.

31. As the Claimant has no desire NOR wish to tie the hands of Respondent(s) in performing Respondent(s) agreed upon duty/obligation as set, established, and agreed upon within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim and thereby create/cause a "breach" of said contractually binding agreement on the part of the Respondent(s), Respondent(s) is hereby; and herein, NOTICED that if this waiver of said Copyright is not liberal, NOR extensive enough, to allow for the Respondent(s) to specifically perform all duties/obligations as set, established, and agreed upon within the Conditional Acceptance for Value and counter offer/claim for Proof of Claim: Respondent(s) may; in "good faith" and NOT in fraud of the Claimant, take all needed and required liberties with said Copyright and this waiver in order to fulfill and accomplish Respondent(s) duties/obligations set, established, and agreed upon between the parties to this agreement.

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

33. Your failure to respond, and this would include each of the Respondent(s) by their representative, and if represented by the Attorney General, such representation must be responsive

for each State and/or State organization/department/agency, separately and severally to each of the points of averment, failure to respond to a single point of averment will constitute acquiescence, forfeiture, and a waiver of all rights with respects all of the points raised in this presentment.

34. Pursuant to the terms of the contractual agreement the Claimant has provided proof that they have attempted to communicate with the Respondent(s) for compliance of the contractual agreement and have exhausted the requirements of the contractual agreement in that regard.

35. The Respondent(s) have agreed and consented to binding arbitration under the terms of the contractual agreement and have waived all rights to vacate, modify, appeal, contest, or collaterally attack the decision, rulings, orders, remedies, and/or award (both interim and final) of this Arbitrator.

**THE FEDERAL ARBITRATION ACT Application:**

36. Pursuant to the contractual agreement's arbitration clause, the agreement evidences a transaction involving or affecting "commerce" within the meaning of Article 9 United States Code Subsection 1, and that the facts attributable to the claimant's in the underlying associated matters/cause/actions are associated with the use of instrumentalities as described in the foreign sovereign immunities act or otherwise affected "commerce among the several states" within the meaning of the statute and Article 9 United States Code § 1.

**37. DUE TO THE FACT THAT THE CONTRACTUAL AGREEMENT IS A BINDING IRREVOCABLE CONTRACT WHICH AFFECTS "COMMERCE," THE ARBITRATION PROVISIONS CONTAINED WITHIN IT ARE "VALID, IRREVOCABLE AND ENFORCEABLE WITHIN THE MEANING OF 9 UNITED STATES CODE SUBSECTION 2.**

38. "Valid, Irrevocable and Enforceable" arbitration agreements and the orders, rulings, decisions, remedies, and award made therefrom may be enforced in the United States courts by way of confirmation and entry of a judgment of the court within the meaning of the statute and Article 9 United States Codes § 9 and §13. The supreme court has explained, "[t]here is nothing malleable about 'must grant,' which unequivocally tells courts to grant confirmation in all cases, except when

one of the 'prescribed' exceptions applies."<sup>13</sup> Confirmation of an award is generally a "summary proceeding that merely makes what is already a final arbitration award a judgment of the court."<sup>14</sup>

39. It was held by the supreme court that "the "wholly groundless"<sup>15</sup> exception to arbitrability is inconsistent with the federal arbitration act and this court's precedent. Under the act, arbitration is a matter of contract, and courts must enforce arbitration contracts according to their terms.<sup>16</sup> The parties to such a contract may agree to have an arbitrator decide not only the merits of a particular dispute, but also "gateway' questions of 'arbitrability.'" Therefore, when the parties' contract delegates the arbitrability question to an arbitrator, a court may not override the contract, even if the court thinks that the arbitrability claim is wholly groundless."<sup>17</sup>

#### PROCEDURES ON ARBITRATION PROCEEDINGS:

40. The Claimant is seeking equitable relief and monetary damage relief from the Respondent(s) and that the parties have agreed that arbitration proceedings should be bifurcated into separate phases: Phase One (1) should address the claims for monetary damages; and Phase Two (2) should address the claims for equitable relief.

41. The parties have stipulated that any court of original jurisdiction may enforce the provisions of Phase Two (2) equitable relief awarded by the Arbitrator.

42. The Arbitrator shall have the exclusive jurisdiction for the enforcement of any and all matters associated with Phase One (1) monetary damage relief.

43. Due to time constraints and the paramount danger affecting the public interest, justice, and due process, the parties' consented and applied for the arbitration proceedings to commence without delay.

44. First set of claims' (due to the extensive nature of the claims, each of the claims by the Claimant is incorporated herein by reference) ...

The record shall reflect and note that the Claimant has attached a copy of the original

<sup>13</sup> *Hall St. Assocs., L.L.C. v. Mattel, Inc.*, 552 U.S. 576, 587 (2008).

<sup>14</sup> *Florasynth, Inc. v. Pickholz*, 750 F.2d 171, 176 (2d Cir. 1984).

<sup>15</sup> *Henry Schein, Inc., et al. v. Archer & White Sales, Inc.* (2019).

<sup>16</sup> *Rent-A-Center, West, Inc. v. Jackson*, 561 US 63, 67.

<sup>17</sup> *Ibid.*

contract which list all the claims within the form of stipulation, that the parties have all agreed to, and that they have incorporated each of those claims by reference. This Arbitrator finds that such incorporation is appropriate and accepts that incorporation as a matter of record.

As noted above, the Claimant has alleged that the Respondent(s) have breached the contractual agreement and because the agreement is binding on all parties and was irrevocable; the Respondent(s) have acted in bad faith, with unclean hands, and have breached their fiduciary duty of care, responsibilities and are liable to the Claimant for the amount of the contractual agreement, plus additional costs, fees, assessments, penalties, and other equitable relief remedies.

That the Respondent(s) have agreed to discontinue all use of the Claimant's personal information, assets, properties, within its publication, its databases, its system of record keeping, and to have surrendered all records associated with this matter to the Claimant and have failed to do as agreed.

That the Respondent(s) have agreed to compensate the Claimant for their gross misrepresentation of facts and other information pertinent to the welfare and well-being of the Claimant. Respondent(s) have failed to provide such compensation as agreed and have failed to provide any documentation which would substantiate their having complied with this requirement of the contractual agreement.

That the Claimant has agreed and accepted the fact that the United States has declared a national banking emergency which is supported by the "EMERGENCY ECONOMIC BANKING RELIEF ACT" "PROCLAMATION 2038, 2039, and 2040," and the "NATIONAL EMERGENCIES ACT," which resulted in the suspension of all normal banking activities and have agreed that any claim of debt by the Respondent(s) is fraudulent, and that they willfully attempted and committed fraud against the Claimant.

That the Respondent(s) have agreed that THE NATIONAL BANKING HOLIDAY permits them to issue what's known as emergency script as prescribed by the March 9, 1933 Act (the reference notes of Congress lend to this conclusion), have agreed to issue book keeping entry credit

and/or tax credits to the Claimant in the amount of the initial claim and owe Claimant as much as treble damages associated with the initial claim.

The Respondent(s) have further agreed to turn over any and all properties, assets, securities, documents, accounting records to the claimant's upon demand/default and have failed and/or refused to do so, thus putting them in further breach in violation of the contractual agreement, entitling the Claimant to equitable relief.

**The findings and determination of THIS ARBITRATOR:**

45. It is the determination of this Arbitrator that the following are facts that are undisputed and uncontroverted:

- a. That there is a binding irrevocable contractual agreement that has been coupled with interests that exist between the parties.
- b. That the parties had a pre-established relationship which placed an obligation on each to communicate with the other.
- c. That the Respondent(s) have made changes to the original agreement which permitted and allowed the Claimant to present a counter offer and/or conditional acceptance of the offer to change the agreement to the Respondent(s).
- d. That the self-executing binding contract coupled with interests stands as irrevocable.
- e. That the Respondent(s) have agreed to the contract, agreed to all the terms and conditions of the contract by their acceptance of the waiver which was included as part of the contractual agreement; that waiver being the right not to respond as highlighted by the Supreme Court of the United States.

46. "Due process requires, at a minimum; that an individual be given a meaningful opportunity to be heard prior to being subjected by force of law to a significant deprivation. . . . That the hearing required by due process is subject to waiver and is not fixed in form does not affect its root requirement that an individual be given an opportunity for a hearing before he is deprived of any significant property interest . . ." <sup>18</sup>

<sup>18</sup> *Randone v. Appellate Department*, 1971, 5 C3d 536, 550.

47. "In the latter case<sup>19</sup> we said that the right to be heard 'has little reality or worth unless one is informed that the matter is pending and can choose for himself whether to appear or default, acquiesce or contest.'<sup>20</sup> The Respondent(s) have failed to provide proof that they have not received and/or been notified of the existence of the contract and of their right to waiver.

48. The Respondent(s) failure to respond constituted an act of "tacit acquiescence."

49. Respondent(s) have failed and/or refused to respond and provide the requested and necessary Proof of Claims as requested by the Claimant. Therefore, it shall be held, noted, and agreed to by all the parties; that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and/or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and/or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common law to each and every averment, condition, and/or claim raised; as they operate in favor of the Claimant through "tacit acquiescence." Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to the Conditional Acceptance for Value and counter offer/claim for Proof of Claim, but also Respondent(s) have agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims which will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom; and

50. Respondent(s) have waived all rights, claims, defenses, and/or standing respecting the matter and is estopped from any collateral attacks and/or seeking disposition from any other venue as a result of the knowing, intentional and deliberate consent to the contractual agreement.

<sup>19</sup> *Mullane v. Central Hanover Trust Co.*, 339 U.S. 306

<sup>20</sup> *Shiadach v. Family Finance Corp.*, 395 U.S. 337, 339, 340

1. I find that the Claimant as well as the Respondent(s) are consenting adults, having attained the age of majority; not a minor, not an infant, not a delinquent, and/or a decedent. All parties are fully capable of entering into and negotiating contracts.
2. I do not find any of the parties to be suffering from a mental disease and/or defect that would have prevented and/or interfered with their knowing and intentional entering into the binding contractual agreement; and
3. I find that the contractual agreement is binding on all parties, remains irrevocable and that the contractual agreement remains in effect as stipulated within the agreement until all the obligations are satisfied by the defaulting party. As of this day, those obligations have not been satisfied and I hereby order the Respondent(s) to satisfy the obligations according to the terms of the contractual agreement, which is not inconsistent with this order; and
4. I find that the Respondent has failed to fully perform to the terms of the agreement and that the Claimant is entitled to immediate and unconditional remedy as prescribed within the terms of the contractual agreement; and make the injured party (the claimant) whole again by complying with the terms of contract to the letter.
5. I find that the Claimant has demanded liquidation of the estate/trust and that the Respondent(s) have failed to act. The Claimant has also demanded a full review and audit, comprehensive in nature; of all revenue for the estate/trust over the course of the past ten (10) years, any tax credits and/or deductions associated with the estate/trust, a copy of the insurance policies held, and a copy of any bonds held by the debtor. The Claimant, also acting as the Creditor in this matter; has requested such information to preserve their standing and position.
6. The agreement stipulates that the Arbitrator may adjust the amount of the award to include fees, adjustments, costs, and other expenses.
7. This award is final and binding upon issuance and execution of the arbitrator's signature below and takes full force and effect immediately upon issuance.

8. I find the Claimant's award to be 0.00 U.S. Dollars in total per Respondent(s) for failure to state a claim in which relief can be granted. An award cannot be granted at this time because:

- a. Each Claimant's payment covers themselves and a spouse, any other Claimants have to pay a separate fee.
  - b. A prior relationship has not been proven or established between the parties.
  - c. Arbitration is a private common law remedy; no statutory law can be included into these proceedings.
  - d. I find that Donald Trump is not responsible for an award because the Claimant failed to state a claim in which relief can be granted.
  - e. I find that John Roberts Jr. is not responsible for an award because the Claimant failed to state a claim in which relief can be granted.
  - f. I find that Nancy Pelosi is not responsible for an award because the Claimant failed to state a claim in which relief can be granted.
  - g. I find that William Barr is not responsible for an award because the Claimant failed to state a claim in which relief can be granted.
  - h. I find that the United States of America is not responsible for an award because the Claimant failed to state a claim in which relief can be granted.
- I find that Charles Grassley is not responsible for an award because the Claimant failed to state a claim in which relief can be granted.

51. The Supreme Court has explained, "[t]here is nothing malleable about 'must grant,' which unequivocally tells courts to grant confirmation in all cases, except when one of the 'prescribed' exceptions applies."<sup>21</sup> A Judicial review of an arbitrator's award is extremely limited, and the court must accept the arbitrator's credibility determinations, even where there is conflicting evidence and room for choice exists.<sup>22</sup> "An arbitrator's award should not be vacated for errors of law

<sup>21</sup> *Hall St. Assocs., LLC v. Mattel, Inc.*, 552 U.S. 576, 587 (2008).

<sup>22</sup> *Matter of Long Is. Ins. Co. v. Motor Vehicle Accident Indemnification Corp.*, 57 AD3d 670, 869 NYS2d 195 (2nd Dept., 2008). *White v. Roosevelt Union Free School District Board of Educ.*, 147 AD3d 1071, 48 NYS3d 220 (2nd Dept., 2017).

and fact committed by the arbitrator and the courts should not attempt to mold the award to conform to their sense of justice.”<sup>23</sup>

52. This order shall be binding on all the parties, in all jurisdictions, and shall take precedent over all collateral and/or related matters heretofore, at present and forthwith until the agreement is fully satisfied. The Respondent(s) are estopped from maintaining and/or bringing forth any action against the Claimant, the Claimant’s heirs, and/or the Claimant’s properties permanently. This order shall constitute a permanent injunction against the Respondent(s) respecting the Claimant’s and the Claimant’s interest; comprised and embodied within the contractual agreement.

53. The Respondent(s) are hereby ordered to release the demanded information of the Claimant which includes a full review and audit of all revenue for the estate/trust over the past ten (10) years, any tax credits and/or deductions associated with the estate/trust, a copy of any insurance policies associated with the estate/trust and a copy of any bonds held in respect to the estate/trust. The purpose of this information shall be for the Claimant to liquidate any and all assets of the estate/trust; and

54. The Respondent(s) are hereby ordered to release any and all claims against any and all properties of the Claimant’s, to return any and all properties held in any manner, to include records, documents, audiotapes, discoveries, exculpatory or otherwise, and that this order/mandate shall not be construed other than its intent and its contextual rendering.

55. Accordingly, Justice Kavanaugh of the Supreme Court expressed his opinion as “We must interpret the Act as written, and the Act in turn requires that we interpret the contract as written. When the parties’ contract delegates the arbitrability question to an arbitrator, a court may not override the contract. In those circumstances, a court possesses no power to decide the arbitrability issue. That is true even if the court thinks that the argument that the arbitration agreement applies to a particular dispute is wholly groundless.”<sup>24</sup>

<sup>23</sup> *Aftor v. Geico Insurance Co.*, 110 AD3d 1062, 974 NYS2d 95 (2nd Dept., 2013).

<sup>24</sup> *Henry Schein, Inc., et al. v. Archer & White Sales, Inc.* (2019).

56. Further, Kavanaugh continued: "That conclusion follows not only from the text of the Act but also from precedent. We have held that a court may not "rule on the potential merits of the underlying" claim that is assigned by contract to an arbitrator, "even if it appears to the court to be frivolous."<sup>25</sup> A court has "no business weighing the merits of the grievance" because the "agreement is to submit all grievances to arbitration, not merely those which the court will deem meritorious."<sup>26</sup> AT&T Technologies principle applies with equal force to the threshold issue of arbitrability. Just as a court may not decide a merits question that the parties have delegated to an arbitrator, a court may not decide an arbitrability question that the parties have delegated to an arbitrator.

This award is consistent with the following:

57. 5 U.S. Code § 572 - General authority

- (a) An agency may use a dispute resolution proceeding for the resolution of an issue in controversy that relates to an administrative program, if the parties agree to such proceeding.
- (b) An agency shall consider not using a dispute resolution proceeding if—
- (1) A definitive or authoritative resolution of the matter is required for precedential value, and such a proceeding is not likely to be accepted generally as an authoritative precedent;
  - (2) The matter involves or may bear upon significant questions of Government policy that require additional procedures before a final resolution may be made, and such a proceeding would not likely serve to develop a recommended policy for the agency;
  - (3) Maintaining established policies is of special importance, so that variations among individual decisions are not increased and such a proceeding would not likely reach consistent results among individual decisions;
  - (4) The matter significantly affects persons or organizations who are not parties to the proceeding;
  - (5) A full public record of the proceeding is important, and a dispute resolution proceeding cannot provide such a record; and

<sup>25</sup> *AT&T Technologies, Inc. v. Communications Workers*, 475 U. S. 643, 649–650 (1986).

<sup>26</sup> *Steelworkers v. American Mfg. Co.*, 363 U. S. 564, 568 (1960).

(6) The agency must maintain continuing jurisdiction over the matter with authority to alter the disposition of the matter in the light of changed circumstances, and a dispute resolution proceeding would interfere with the agency's fulfilling that requirement.

(7) Alternative means of dispute resolution authorized under this subchapter are voluntary procedures which supplement rather than limit other available agency dispute resolution techniques.<sup>27</sup>

58. The Claimant and Respondent(s) have agreed that this private contractual agreement involving private parties has no bearing on the public and/or the SITCOMM ARBITRATION ASSOCIATION'S policies and/or procedures, and that the award is consistent with the terms of the agreement and the general principles of arbitration that have been delineated through the annuals a time.

59. That the contractual agreement between the parties was specific to the parties only and did not involve any nonrelated party and/or entity, does not affect government and/or its abilities to carry out its functions, policies, and/or procedures. That the parties saw arbitration as an alternative remedy and agree to the alternative remedy within the construct of the binding irrevocable contractual agreement that remains coupled with interests.

60. That the term and/or phrase agency as defined by the statute does not apply to the parties and their private contractual matters, - (1) "agency" means each authority of the Government of the United States, whether or not it is within or subject to review by another agency, but does not include— (A) the Congress; (B) the courts of the United States; (C) the governments of the territories or possessions of the United States; (D) the government of the District of Columbia; (E) agencies composed of representatives of the parties or of representatives of organizations of the parties to the disputes determined by them; (F) courts martial and military commissions; (G) military authority exercised in the field in time of war or in occupied territory; or (H) functions conferred by subchapter II of or sections 1884, 1891–1902, and former appendix; 1.

<sup>27</sup> Added Pub. L. 101–552, § 4(b), Nov. 15, 1990, 104 Stat. 2739, § 582; renumbered § 572, Pub. L. 102–354, § 3(b)(2), Aug. 26, 1992, 106 Stat. 944.

(a) that none of the following cases apply wherein the award may be vacated—

(1) As this Arbitrator relied upon the facts and evidence<sup>28</sup> presented and that the award was not procured by corruption, fraud, or undue means; and/or

(2) That no aspect of the parties political affiliation, sexual orientation, gender, religious Association, and/or otherwise partiality or corruption are present in the Arbitrators, or and/or the issuance of this award; and/or

(3) The Arbitrator is not guilty of misconduct in refusing to postpone the hearing, as each party was given an opportunity to have such a hearing postponed whether or not they provided sufficient cause, or and that there was in no case a refusal to hear evidence pertinent and material to the controversy; or any misbehavior by which the rights of any party could be perceived as having been prejudiced; and/or

(4) That the Arbitrator operated only within the powers delegated by the contractual agreement, powers that were detailed in the agreement, and to the best of the Arbitrator's ability have perfectly executed those powers to the extent that a mutual, final, and definite award upon the subject matter submitted has been rendered. Title 5 §572 has been complied with by this Arbitrator and SITCOMM ARBITRATION ASSOCIATION.

61. That this award may only be modified under the following circumstances —

(a) Where there was an evident material miscalculation of figures or an evident material mistake in the description of any person, thing, or property referred to in the award, the Arbitrator relied on the contract and the amount specified within the agreement; and

(b) Where the Arbitrators may have awarded upon a matter not submitted to them, unless it is a matter not affecting the merits of the decision upon the matter submitted, the Arbitrator has relied upon the evidence presented and the contractual agreement and terms specified therein; and

(c) Where the award is imperfect in matter of form not affecting the merits of the controversy.

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<sup>28</sup> *Singh v. Raymond James Fin. Servs., Inc.*, No. 13-cv-1323, 2014 WL 11370123, (S.D.N.Y. March 28, 2014). “[T]ypically, ‘arbitrators need not explain their rationale for an award’” (quoting *Barbier v. Shearson Lehman Hutton Inc.*, 948 F.2d 117, 121 (2d Cir. 1991)).

This Arbitrator may modify and correct the award, so as to affect the intent thereof and promote justice between the parties, the Arbitrator has intended to promote justice, fairness, and render due process between the parties irrespective of the Arbitrator's personal opinion, rationale, arguments and/or disposition.

62. It shall be forever known and stated, that this Arbitrator relied on the evidence presented and the intentions of the contract; and not otherwise. That I am duly appointed by the parties as stipulated in the agreement and as per the law this order is binding on all parties and I have come to the conclusions stated herein based on the facts and the evidence presented at the time of this arbitration award. This decision and/or rendering is not interim, that this is a final decree and judgment by this Arbitrator shall remain in effect and enforced as un-amendable immediately upon issuance.

**CERTIFIED COPY**

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

NOTICE OF THE ISSUANCE OF THE AWARD TO BE DELIVERED TO:

CLAIMANT

NAME: Phillip Hudok  
ADDRESS: 15958 SENECA TRAIL  
HUTTONSVILLE, WV 26273

RESPONDENT(S)

NAME: DONALD TRUMP  
ADDRESS: 1600 PENNSYLVANIA AVE  
WASHINGTON DC, 20500

JOHN ROBERTS JR.  
1 FIRST STREET, NE  
WASHINGTON DC, 20543

NANCY PELOSI  
UNITED STATES CAPITOL  
WASHINGTON DC, 20515

CHARLES GRASSLEY  
104 HART OFFICE BUILDING  
WASHINGTON DC, 20510

WILLIAM BARR  
950 PENNSYLVANIAL AVENUE SW  
WASHINGTON DC, 20530

UNITED STATES OF AMERICA  
950 PENNSYLVANIA AVENUE SW  
WASHINGTON DC, 20530

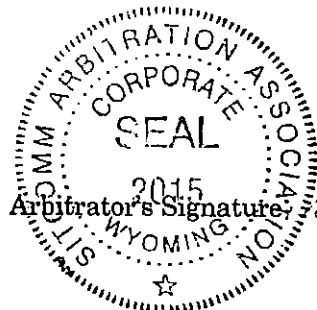
EMAIL: hudok@startmail.com

SO, AWARDED.

Be it so this 19<sup>th</sup> day August 2019.

At: Athens, Georgia

Printed Arbitrators Name: KEISHA JONES



Arbitrator's Signature: Keisha Jones

IMPORTANT NOTICE: Certification of services rendered. The Original Arbitration Award is given to the Claimant to be retained as private property. No Trespass. Certified Copies of the Original can only be issued with permission of SITCOMM ARBITRATION ASSOCIATION.

# FILE ON DEMAND CIVIL ACTION - <sup>ADS</sup> ~~2020~~ 2020CP4200287

and all open financial and/or other account(s) of any nature, shape, cause, kind, form and format, and any and all combinations and variations thereof, any and all financial and/or other instrument(s), document(s), tangible item(s) and/or tangible medium(s) of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all unfinished transaction(s) of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all claim(s), title(s), share(s) and interest(s) including, but not limited to, registered, unregistered, recorded, unrecorded, legal, lawful, equitable, Talmudic, Babylonian, political, private, public, quasi-public, military, corporate, social, international, universal, quantum, spiritual, beneficial, pecuniary, managerial, regulatory, unknown and/or any other forum state and/or any and all issues governed by admiralty/maritime jurisprudence and jurisdiction, causing fine, penalty and/or forfeiture, all of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all other assets of any nature, shape, cause, kind, form and format Creation-Wide, any and all other lien(s), liability(ies), debt(s), et cetera of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, against and/or arising from the parties' and beneficiaries' assets, share of Creation and/or real-man Living Soul physical, spirit(s) and/or soul being(s) and representation(s) thereof, without limitation, and other identifiers, abbreviations, derivatives, numbers and their combinations, letters and their combinations, idem sonans, res identifiers and/or any equivalent of the foregoing, and/or any and all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations of the aforementioned trusts, all other limits and any and all things and matters in any way, shape, cause, form and format relating to, pertaining to, relevant to and/or emanating from all of the foregoing and aforementioned, all of the aforementioned both known and unknown, all of the aforementioned both perceived and unperceived, and any and all variations and combinations of all of the aforementioned, without limitation. The aforementioned shall be liquidated or conveyed according to each parties and beneficiaries demands and wishes.

## -PROHIBITORY RELIEF

(a) The parties and beneficiaries are extended absolute immunity from all criminal, civil, administrative and other actions, procedures and processes, and other laws, codes, rules, regulations, ordinances, et cetera of the United States of America, any and all States and their instrumentalities and political and other sub-divisions, Territories, and/or Possessions of the United States of America, and no court or tribunal of the United States of America, any and all States and their instrumentalities and political and other sub-divisions, Territories, and/or Possessions of the United States of America shall have authority over the parties and beneficiaries for any reason or cause, or to exercise jurisdiction over the prosecution, litigation and/or other against the parties and beneficiaries for any reason or cause; provided, that such immunity shall be subject to the remedial conditions established by this document. A copy of this Law shall serve as the Evidence and Proof of Immunity.

## TAKE JUDICIAL NOTICE

## -TAX RELIEF

(a) The parties and beneficiaries are permanently exempt from all federal, state, and local taxes regardless of nature, cause, format and form for the rest of their natural lifespan. A copy of this Law shall serve as Proof and Evidence to all entities.

## -REMEDIES

(a) Any party or beneficiary entitled to and granted immunity by this document, having been found guilty, by clear and convincing evidence by a jury of their peers with similar status, to have committed a felony offense cognizable at common law to have a penalty of life imprisonment or greater as of 1776 in England shall be subject to permanent removal from the United States of America, its territories, and possessions, and such guilty party or beneficiary shall have their citizenship rights and privileges permanently revoked.

(b) Nothing in this section shall be construed to authorize any accused party or beneficiary entitled to or granted immunity by this document to be placed in the custody of any law enforcement and/or other officer for the purpose of confinement in any jail, prison, and/or other form of official or unofficial detention, confinement and/or custody at any time and/or any place.

(c) The Supreme Court of the United States of America shall have original jurisdiction pursuant to Article III, section 2, of the Constitution for the United States of America, to conduct a criminal trial or other appropriate proceedings of any party or beneficiary entitled to or granted immunity by this document, to preside over as referee and allow a jury of their peers determine the guilt or innocence of such party or beneficiary in accordance with subsection (a) of this section. Any trial or proceedings shall be conducted in the Supreme Court of the United States of America, and any orders or judgments entered thereon, *in absentia* if the accused party or beneficiary shall be found to have fled the jurisdiction of the Supreme Court of the United States of America.

(d) The accused to the aforementioned action shall present their defenses and evidences without restriction. The prosecution shall be bound by the Federal Rules of Evidence and Federal Criminal Rules of Procedure.

(e) Alternative dispute resolution procedures are not authorized to be used to conduct any proceedings under this section.

(f) A judgment of the Supreme Court finding that any party or beneficiary entitled to or granted immunity by this document, that is guilty of committing a felony offense cognizable at common law to have a penalty of life imprisonment or greater as of 1776 in England, shall sentence the party or beneficiary to the sole and exclusive punishment established by this section, and shall in no way terminate any other affirmative, prohibitive, monetary and/or other relief established by this document, nor any other right, freedom or privilege established by the Constitution for the United States of America, any laws, or treaties of the United States of America.

## -ENFORCEMENT

(a) The Congress of the United States of America shall have duty, responsibility and power by appropriate legislation, and will effectuate the same without delay to enforce the provisions of this document; the President of the United States of America shall have the duty, responsibility and power to enforce the provisions of this document by Executive Order, and will effectuate the same without delay to enforce the provisions of this document; and the Judiciary shall have the duty, responsibility and power by Order, and will effectuate the same without delay to enforce the provisions of this document. The United States of America Marshal Service shall enforce any and all Legislation, Executive Order, Judicial Order, provisions and Demands by the Parties and Beneficiaries pursuant to, and in compliance with, this Document with speed and prejudice.

## -EFFECTIVE DATE

(a) This document shall take full force, affect and effect immediately, is fully and completely perpetual, and is completely and wholly binding upon any and all assigns, agents and successors regardless of form and format.

## - COPIES OF PRIVATE LAW

(a) Any and all parties and beneficiaries shall be entitled to, and shall receive, 3 (three) certified copies thereof. Additional copies shall at all times in the future be made available upon demand for \$500.00 dollars.



3 PAGES INCL

(4) The United States of America consented to the arbitration and the awards made thereunder for the equitable remedy/relief of the Parties and the United States of America and are binding in perpetuity.

(5) The United States of America previously, and does hereby, expressly waives/waived any defenses to the equitable remedy/relief awarded to the Parties and Beneficiaries by the arbitrator.

(6) The parties, beneficiaries and their immediate family are due and entitled to the remedy/relief established by the Agreement, the Awards, and the provisions of this document regardless of any other law to the contrary.

--PURPOSE

(a) The purpose and intent of this document is to provide the effective remedy/relief and enforcement of the obligation of promises, terms, and conditions of the Agreement between the parties, beneficiaries and the United States of America.

--AFFIRMATIVE RELIEF

(a) All parties, beneficiaries and their immediate family that are confined in any jail, prison, penal institution, correctional institution, and/or any other form of official or unofficial detention, confinement and/or custody under the authority of any and all States and their instrumentalities and political and other sub-divisions, Territories, Possessions, Federal Agency of the United States of America, and/or the United States of America shall be unconditionally released from any such detention, confinement and/or custody and set at liberty immediately and without further delay, whether the same be assumptive, presumptive, constructive and/or actual and factual, regardless of form and format. A copy of this Law shall serve as the Release Order.

(b) All pending legal and other actions and adjudicated cases by and/or within the United States of America, any and all States and their instrumentalities and political and other sub-divisions, Territories, and/or Possessions of the United States of America against the parties and beneficiaries whether criminal, civil, administrative, sounding in tort, and/or otherwise, are vacated and dismissed with prejudice, being void ab initio and are of no further force, affect and effect as of the date of this Law and retroactively applied to the day preceding the initial filing of any such suit, case and/or action regardless of form and format. A copy of this Law shall serve as the Dismissal Order.

(c) No retaliation of any nature, shape, cause, kind, form and/or format may be undertaken against the parties and beneficiaries by the United States of America, any and all States and their instrumentalities and political and other sub-divisions, Territories, and/or Possessions of the United States of America. In the case of breach of this Law in any manner, the penalty shall be 1,000,000 Dollars per incident, duly perfected, due and owing by one Notice and Invoice within 72 (seventy-two) hours of receipt. Failure to adhere to those terms shall incur further penalties in the amount of five percent per day until receipt of funds has occurred. The Notice will be the security interest, duly perfected, due and owing and shall permit the enforcement and collection thereof in any District Court of the United States of America by summary judgment. The United States of America, any and all States and their instrumentalities and political and other sub-divisions, Territories, and/or Possessions of the United States of America expressly waives any defense(s) thereto.

(d) A permanent Injunction against the United States of America, any and all States and their instrumentalities and political and other sub-divisions, Territories, and/or Possessions of the United States of America prohibiting any and all interactions of any nature, form and format, is in full force, affect and effect immediately. A copy of this Law shall serve as the Injunction Order.

(e) All real and personal property, and funds that were seized, forfeited, and/or taken by legal process or otherwise, by the United States of America, any and all States and their instrumentalities and political and other sub-divisions, Territories, and/or Possessions of the United States of America is to be immediately returned to the appropriate parties and beneficiaries to which the property relates, including, but in no way limited to the property specifically named in the Agreement and Awards. Any property that is not able to be returned in as close to its original form shall be redressed by compensation in an amount of money to the party and beneficiary that is equal to the highest reasonable value of said property; Full and absolute compliance shall be within 28 calendar days. A copy of this Law shall serve as the Return Order.

(f) All records and system of records, regardless of form and format, in the possession of the United States of America, any and all States and their instrumentalities and political and other sub-divisions, Territories, and/or Possessions of the United States of America that relate to, in any form and format, and/or name the parties and beneficiaries shall be expunged and destroyed; and from the date of this document, no such records or system of records shall be maintained on any parties and beneficiaries identified in this document without the permission by the express voluntary signature after full disclosure and notice of the contents and purpose of said record or system of records being provided to the individual to whom the record relates. The only exception to this shall be a simple record containing name and immunity status maintained by the Department of State of the United States of America and entered into the National databases accessible by any and all law enforcement and other officers, employees and agents with the Explicit Warning DO NOT MOLEST, INTERACT WITH OR DETAIN. The Department of State of the United States of America shall within 7 calendar days issue a Travel Passport to any and all Parties and Beneficiaries upon Demand to allow the Freedom of Locomotion by any and all means. The Travel Passport shall include the Explicit Warning DO NOT MOLEST, INTERACT WITH OR DETAIN. There shall be no charge for the Travel Passport. The Department of State shall also issue Diplomatic Plates to the parties and beneficiaries upon demand within 7 days. There shall be no charge for the Diplomatic Plates.

(g) The Department of State of the United States of America shall immediately, within 72 hours, set-up and permanently maintain a toll-free number published under its website as an Opt-in number available to any and all Americans. The information needed shall be limited to name, birthday and mailing address. Upon receipt by the Department of State of the United States of America all sections shall be fully applicable and complied with.

(h) The parties and beneficiaries shall have the absolute right to the issuance of a deed patent by the United States of America with title held in fee simply absolute in possession for any real property purchased, ceded, or quitclaimed so as to transfer ownership and title to any party or beneficiary. A simplified process and procedure shall be given within 7 calendar days to any and all parties and beneficiaries, and shall be carried out and issued completely and fully by government employees for those demanding the same, within 28 calendar days, at no charge.

(i) There shall be no affect or effect to any payouts based upon extraction of funds from the labor of the parties or beneficiaries, including but not limited to, Social Security, Medicare and/or Pensions.

(j) The Secretary of the Treasury shall immediately account for and return the parties' and beneficiaries' cestui que vie trust(s), estate(s), any and all other trusts and other types of limits and constructs of any nature, shape, cause, kind, form and format, and any and all combinations and variations of all of the aforementioned, and all derivatives, aka various identifiers, abbreviations, numbers and their combinations, letters and their combinations, idem sonans, res identifier and/or other legal, financial, and managerial forms and formats of any nature, shape, cause, kind, and any and all variations and combinations and variations of all of the aforementioned, in any way and cause related to, pertaining to, relevant to and/or emanating from the parties and beneficiaries share of Creation, as Heir and Beneficiary, and any and all combinations and variations of all aforementioned, without limitation, any and all of which may include, but are not limited to, any and all legal, lawful, commercial and other debt or equity security(ies) in any form or format, credit and debit account(s) and balance(s), beneficial interest (divided and undivided), debenture(s), account(s), pledge(s), covenant(s), contract(s), signature(s), hypothecation(s), property(ies) inclusive of all chattel(s), secured account(s), mirrored account(s), trade account(s) and/or the like, any and all other controlling, insurable, lawful, legal, private, public, quasi-public, equitable, political, commercial, social, civil, corporate, international, universal, quantum, spiritual, administrative, Talmudic, Babylonian, ecclesiastical, military, beneficial, admiralty/maritime, statutory, pecuniary, managerial, regulatory and/or any and all other interest, share, title, authority, jurisdiction, venue and law form, as Heir and Beneficiary of the Creator, in all things and matters within the Creator's Creation, and any and all variations and combinations thereof, without limitation, any

As this is a settlement offer no changes may be made without the explicit written permission of Gene Stalnaker, Phillip Hudok, Alicia Lutz-Rolow, Leonard Frank house of Harview, Keith Lawrence Moore.

-For the purposes of this Equitable Remedy/Relief and otherwise—

(1) The term "Agreement" means—

Conditional Acceptance for Value upon Proof of Claim(s) J3:16fGsltwhghobS, default on the twenty seventh day of December, in the Year of our Creator two thousand eighteen.

Contractual default/breach and Opportunity to Cure, default on the eighth day of January, in the Year of our Creator two thousand nineteen.

Offer of Settlement, default on the eighteenth day of January, in the Year of our Creator two thousand nineteen.

Arbitration Award # SAA-H0HA-T9KDBNQ-TQRNCF2LX-5896, AS10A-PH-001, SAAPH-AS10A-KJ dated the nineteenth day of August, in the Year of our Creator two thousand nineteen.

By and Between Gene Stalnaker, Phillip Hudok, Alicia Lutz-Rolow, Leonard Frank house of Harview, Keith Lawrence Moore, any and all natural born men/women so opting in by Free-will choice (born on the soil of the United States of America to a father and/or mother who is natural born or naturalized by and through lawful means) and the United States of America, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, idem sonans, styles and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members, et cetera, of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation.

(2) The term "Attorney General" means the Attorney General of the United States of America.

(3) The term "Principal of the Executive Branch" means the President of the United States of America.

(4) The term "Principal of the Judicial Branch" means the Chief Justice/Judge of the Supreme Court of the United States of America.

(5) The term "Principals of the Legislative Branch" means the President Pro Tempore of the Senate of the United States of America and Speaker of the House of Representatives of the United States of America.

(6) The terms "Award," "Interim Awards," and "Final Award" mean, with respect to the Agreement, shall mean the final binding and non-appealable decisions and remedies and reliefs of the arbitrator awarded pursuant to the Agreement.

(7) The term "Beneficiaries" means any one of the following beneficiaries either individually or in any combination thereof or both-

Gene Stalnaker

Phillip Hudok

Alicia Lutz-Rolow

Leonard Frank house of Harview

Keith Lawrence Moore

Any and all natural born men/women so opting in by Free-will choice and the immediately family thereof

(8) The term "immediate family" shall mean all natural and lawfully adopted minor children

(9) The term "parties" means either of the following parties of the first part of the Agreement either individually or in conjunction with one another or both, and any and all natural born men/women so opting in by Free-will choice and the immediate family thereof..

(10) The term "United States" and "United States of America" as used in this Settlement shall mean

(A) the United States of America;

(B) the government of the United States;

(C) in the geographic sense, all fifty States, Territories, and Possessions of the United States of America;

(D) THE UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba GOVERNMENT OF THE UNITED STATES aka/dba STATE OF ... aka/dba LOCAL equivalents aka/dba State of ... aka/dba Local equivalents aka/dba UNKNOWN, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, styles, abbreviations, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members, et cetera, of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation.

The United States of America is the second party of the Agreement.

(11) The term "shall" as used herein means a command.

-FINDING

The Congress, Executive and Judicial Branches find the following:

(1) That the United States of America by and through the Attorney General, and the Principals of the Executive, Legislative and Judicial Branches entered into an Agreement with the Parties.

(2) The Agreement is a valid and binding settlement agreement between the Parties and the United States of America that operates in the nature of a release-dismissal, equitable remedy/relief agreement.

(3) The Agreement contained an alternative dispute resolution clause that provided for arbitration as the exclusive remedy for remedy/relief to the Parties and the United States of America.

I, Anthony - Duane Sutherland, being of plenary capacity, character, condition, standing, status and responsibility, sui juris, under full liability and complete transparency, do by these Presents, Aver, Affirm, Declare, Notice, Proclaim and Publish the following, to wit:  
I, Anthony - Duane Sutherland, hereby Accept and Acknowledge Contract J3:16fGsltwthghobS by, under and through my explicit Free-Will Choice.

By, under and pursuant to Contract J3:16fGsltwthghobS I have the Right, Privilege and Prerogative to opt-in.

This Document, with the Autograph affixed, shall serve as my EXPLICIT Claim thereto and Notice thereof.

Hereunto I have set my Hand and knowingly, willingly, intelligently and intentionally caused my Autograph to become affixed hereto.

Executed in Creation, by, under and pursuant to the Laws of the Creator and the Laws of Creation.

On the 25<sup>th</sup> day of October, in the Year of our Creator two thousand nineteen.

A copy, facsimile and digital scan are lawfully declared to be, and has the same force, affect and effect as, the Original.

Birthdate and Full Name 07/22/1967 Anthony Duane Sutherland

Minor children and Birthdate  
N/A

Mailing Address  
231 Lauren hope lane  
Moore, S.C. 29369

Beneficiary in Fact, with All Rights, Privileges, Freedoms and Immunities claimed, reserved and exercised at all times and all places

Signature Anthony D. Sutherland

Tessi Benton

**TESSI BENTON**  
Notary Public State of South Carolina  
My Commission Expires May 5, 2027

EXHIBIT  
tabbles  
B-2

CIVIL ACTION #  
2020CP44200287

Page 1 of 2

Contract J3:16fGsltwthghobS

Certified True, Accurate and Complete AD

FILE ON DEMAND

By submitting the paper opt-in and digital opt-in you alone accept full responsibility and liability for ensuring you are included in any Settlement of Contract # J3:16fGsltwthghobS and Award # SAA-HOHA-T9KDBNQ-TQRNCF2LX-5896, A510A-PH-001, SAAPH-A510A-KJ emanating therefrom. Phillip Hudok shall only do his best good-faith effort to ensure that a digital copy thereof is delivered to as many Federal Representatives and Senators as he can feasibly do while delivering the Settlement/Bill/Private Law Offer.

Phillip Hudok expressly does not, nor do any others, accept any liability of any nature for any actions or inactions of themselves in regards to the aforementioned matter.

Your responsibility and duty will be to stay in constant and direct telephonic, digital and/or physical contact with your Federal Representatives and Senators starting before he arrives and continuing thereafter until the Settlement/Bill is passed by the Congress as a whole and signed by the President into Private Law.  
No Exceptions.

Signature *Phillip Hudok*

Procedure for opting in:

First, scan both pages into a pdf document and email to: [treaty.of.peace2020@gmail.com](mailto:treaty.of.peace2020@gmail.com)

Second, mail both pages to the following address and must be received by Phillip on or before November 1, 2019:

Phillip Hudok  
15958 Seneca Trail  
Huttonsville, WV 26273

*Tessi Benton*

TESSI BENTON  
Notary Public  
My Commission Expires May 5, 2027

TESSI BENTON  
Notary Public State of South Carolina  
My Commission Expires May 5, 2027

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Civil Action # 200CP4200287

- Exhibit C Money Orders -

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MONEY ORDER RECEIPT - NON NEGOTIABLE

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\* 19114154527 \*



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**PURCHASE AGREEMENT:** You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not stop payment on, or replace, or refund a lost or stolen WUFSI Money Order unless: (1) you fill in the back of the money order at the time of purchase; and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately; and (3) you provide WUFSI with the original Money Order receipt issued by Western Union Financial Services Inc., Englewood, Colorado. For customer service, call 1-800-999-8800.

MONEY ORDER RECEIPT - NON NEGOTIABLE

AFCU August 2000

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LOAD THIS DIRECTION, THIS SIDE UP

FILE ON DEMAND CIVIL # 2020CP4200287

Card Choice:  Visa Classic  Visa Platinum Account Choice:  Individual Account  Joint Account

**APPLICANT** Note: All Applicable Sections Should Be Filled Out Completely. If Not, Processing Of Your Application May Be Delayed.

Last Name: **SUTHERLAND** First: **ANTHONY** Middle: **DUNNE**

No. of Dependents: **2** Home Phone: **(413) 756-5397**  Own  Rent  Other

Current Address: **4 CAT TAIL CT. RICHMOND HILL, GA 31324** Zip Code: **31324** Monthly Payment \$: **751.00**

Employer: **BROOKS BERRY'S MONEY** Self Employed:  Yes  No Work Phone: **(404) 218-9116** How Long (yrs): **18 MOS**

Address: **2220 MARIETTA RD. ATLANTA, GA** Position / Occupation: **ESTIMATOR** How Long (yrs): **5 YRS TRUCK** Monthly Gross Income \$: **3125.00**

**CO-APPLICANT OR SPOUSE** Complete This Section Only If Co-Applicant or Spouse Is Applying For a Joint Account.

Last Name: **SUTHERLAND** First: **MICHELLE** Middle: **MARIE** Social Security Number: **-**

No. of Dependents: **0** Home Phone: **(413) 756-5397**  Own  Rent  Other

Current Address: **JANE AS. MAHON** State: **GA** Zip Code: **31324** Monthly Payment \$: **500.00**

Employer: **NONE** Self Employed:  Yes  No Work Phone: **NONE** How Long (yrs): **N/A**

Address: **NOT** Position / Occupation: **NONE** Monthly Gross Income \$: **NONE**

**CREDIT DISCLOSURES** You Need Not Furnish Alimony, Child Support or Maintenance Income Information If You Do Not Want Us To Consider It In Evaluating Your Application

ANNUAL PERCENTAGE RATE FOR PURCHASES	ANNUAL MEMBERSHIP FEE	GRACE PERIOD FOR PURCHASES	METHOD OF COMPUTING THE BALANCE FOR PURCHASES	LATE PAYMENT FEE	OVER THE LIMIT FEE	CASH ADVANCE FEE
Classic - 14.50% Platinum - 9.95%	Classic - \$10.00 Platinum - NONE	25 DAYS*	AVERAGE DAILY BALANCE INCLUDING NEW PURCHASES*	\$15.00 if 10 or more days late.	\$20.00	NONE

All the data in this application was printed (shown in the lower right-hand corner - this side) the information listed above was accurate. Because rates and terms are subject to change, you may contact us for the current information by writing to the business reply address shown on the reverse side.

\* A Finance Charge will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that 25-day period, a Finance Charge will be imposed on the unpaid average daily balance of each Credit Purchase from the previous statement closing date and on new Credit Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date. The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during any new Credit Purchases posted to your account, and subtracting any payments as received and credits as posted to your account, but excluding any unpaid Finance Charges. A finance charge will be assessed on cash advances from the date of the cash advance, or the first day of the billing cycle in which the cash advance is posted, whichever is later, and will continue to accrue until payment in full is made. Cash Advances will be calculated in the same manner as explained for Credit Purchases. \*Minimum finance charge 3.5%.

**NON-GRACE CARD**

ANNUAL PERCENTAGE RATE FOR PURCHASES	ANNUAL MEMBERSHIP FEE	GRACE PERIOD FOR PURCHASES	METHOD OF COMPUTING THE BALANCE FOR PURCHASES	LATE PAYMENT FEE	OVER THE LIMIT FEE	CASH ADVANCE FEE
14.50%	NONE	NONE	AVERAGE DAILY BALANCE INCLUDING NEW PURCHASES*	\$15.00 if 10 or more days late	\$20.00	NONE

All the data in this application was printed (shown in the lower right-hand corner - this side) the information listed above was accurate. Because rates and terms are subject to change, you may contact us for the current information by writing to the business reply address shown on the reverse side.

\* A finance charge will be imposed on Credit Purchases from the date the Credit Purchase is posted to your account and will continue to accrue until the date of payment. The finance charge for a billing cycle is computed by applying the monthly periodic rate to the average daily balance, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the previous balance (the outstanding balance of your account as of the beginning of the billing cycle) any new Cash Advances received and any new Credit Purchases posted to your account and subtracting any payments as received and credits as posted to your account, but excluding any unpaid Finance Charges. A finance charge will be assessed on cash advances from the date of the cash advance, or the first day of the billing cycle in which the cash advance is posted, whichever is later, and will continue to accrue until payment in full is made. Cash Advances will be calculated in the same manner as explained for Credit Purchases. \*Minimum finance charge 3.5%.

**SIGNATURE(S) TO OBTAIN CREDIT**

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING: This statement is submitted to obtain credit and I / We certify that all information herein is true and complete. I / We agree that inquiries may be made to verify information and that credit references or verification may be given based on inquiries from other parties. This offer is subject to the credit policies of this institution. I / We agree to be bound by the terms and conditions of the bank card agreement, a copy of which will be mailed to the applicant if this application is granted, receipt of such agreement and acceptance of such terms to be conclusively presumed by the applicant's use. If this is a joint application, the undersigned shall be jointly and severally liable for any and all credit extended from time to time.

X *Anthony Dunne Sutherland* 3-16-01 Applicant Signature Date  
X *Karen Marie Sutherland* 3-16-01 Co-Applicant Signature Date

**TRANSFER OF BALANCE REQUEST**

Upon approval, I wish to transfer my present balance on the credit card account(s) listed below to my new credit card account.

Visa Account No. \_\_\_\_\_  MasterCard Account No. \_\_\_\_\_

Signature \_\_\_\_\_ Please send a copy of your last STATEMENT.

**FOR INTERNAL USE ONLY**

DATE APPROVED	CREDIT LINE	APPROVED BY	DATE APPROVED	CREDIT LINE	APPROVED BY
4-25-01	1500.00	SMB			

Anderson Federal Credit Union

VISA Classic/VISA Platinum Preferred  
Whether you have a VISA Classic Account or the VISA Platinum Preferred Account, your card will be accepted around the globe wherever you see the VISA emblem. Apply for an Anderson Federal VISA and make your life a little easier.

- Consider these advantages...
- No annual fee\*
  - Low annual percentage rates
  - No cash advance fee
  - Free personalized VISA checks
  - Low monthly payments

\*An annual fee Classic card featuring a grace period on purchases is available.

VISA Platinum offers these additional benefits:

- \$1,000,000 travel/accident insurance
- ScoreCard: Earn one point for every dollar spent and redeem them for merchandise, travel offers.
- Concierge Services: Limousine reservations, dining referrals and reservations, golf course reservations, etc.



ANDERSON FEDERAL CREDIT UNION

- ANDERSON, SC 864/296-3016
- AIKEN, SC 803/641-6211
- EASLEY, SC 864/855-4557
- HARTWELL, GA 706/376-6088

NO AGREEMENT NO DECLARATION FROM 2001

EXHIBIT E

NO Audited Asset/Liabilities T-CHART

2020CP4200287

Civil Action # 200CP4200287

Note:

A copy of the consumer credit contract is not sufficient to validate the debt. Validation requires presentment of the account and general ledger statement signed and dated by the party responsible for maintaining the account. *Pacific Concrete F.C.U. v. Kauanoë*, 62 Haw. 334, 614 P.2d 936 (1980), *GE Capital Hawaii, Inc. v. Yonenaka* 25 P.3d 807, 96 Hawaii 32, (Hawaii App 2001), *Fooks v. Norwich Housing Authority* 28 Conn. L. Rptr. 371, (Conn. Super.2000), and *Town of Brookfield v. Candlewood Shores Estates, Inc.* 513 A.2d 1218, 201 Conn.1 (1986). and *Solon v. Godbole*, 163 Ill. App. 3d 845, 114 Ill. Dec. 890, 516 N. E.2d 1045 (3Dist. 1987).

cc: Consumer Response Center  
Federal Trade Commission  
Washington, D.C. 20580

SC Appellate Court  
Specialty Court of General Pledges



CIVIL ACTION #  
2020CP4200287

Anthony-Duane Sutherland

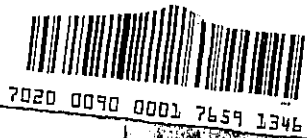
FILE ON DEMAND

FROM:

Anthony Duane Sutherland

231 Lauren Hope Ln

Moore SC [29369]



U.S. POSTAGE PAID  
 FCM LG ENV  
 MOORE, SC  
 29369  
 AUG 21, 20  
 AMOUNT  
**\$9.20**  
 R2305K139505-07

1000 29201

TO:

SC Court of Appeals

1220 Senate St.

Columbia SC 29201

ATTN: Jenny Abbott Kitchings

**RECEIVED**  
 AUG 24 2020  
 SC Court of Appeals