**N O T I C E**

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| --- | --- | --- | --- |
| To the following Respondents:   |  |  | | --- | --- | | Honorable Presiding Judge  or current office holder in chambers  Judge Name Here, in chambers  COURT NAME HERE  1234 JUDGE’S ADDRESS ST.  CITY / TOWN, ST 12345  Registered Mail No.: RE xxx xxx xxx US  Clerk of Court  COURT NAME HERE  1234 COURT ADDRESS ST.  CITY / TOWN, ST 12345 |  | | First-Middle: Last, Claimant  c/o Temporary Mail Location:  c/o Notary Name, Notary Public  c/o 1234 Notary Address Drive  City / Town, State [12345] |

Date Goes Here, 2024

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Re: COURT NAME HERE Case # xxxxxxxxx

NOTICE TO AGENT IS NOTICE TO PRINCIPAL.

NOTICE TO PRINCIPAL IS NOTICE TO AGENT.

Dear Judge and other Respondents:

Please note that I have been informed the court sold bonds and/or securities bearing the name FIRST MIDDLE LAST under S.S.N. XXX-XX-XXXX without my knowledge and consent which I believe is securities fraud as well as a breach of your fiduciary duties. While I am not making such an accusation at this time, I am giving you an opportunity to rectify the situation. Enclosed you will find G.S.A. forms OF90 (Release of Lien on Real Property), OF91 (Release of Personal Property from Escrow), SF28 (Affidavit of Individual Surety), SF24 (Bid Bond), SF25 (Performance Bond), SF25A (Payment Bond), and an endorsed bill of exchange. These bonds authorize you to order the release of the Defendant / surety from prison and/or conditions of release. I demand to be set at liberty immediately. I also request that the record for Case # casenumberxxx be amended to reflect the proper accounting to maintain the integrity of the data used in the national matching program. It is my intent, through use of these government forms, to access the remedy as the accommodation party in order to settle and close the case and all associated accounts. It is my understanding that the Defendant / Trust has been an agency / vessel of the United States (presumed to be in *Cestui Que Vie*) and a resident of the STATE OF BIRTH STATE and the STATE OF YOUR STATE since Birth Date, Year.

**MEMORANDUM OF LAW**

* 27 C.F.R. § 72.11 defines any type of offense / crime against any Federal or State codes as a commercial exercise (see Commercial Crimes).
* 26 U.S.C. § 2652 (b)(1) defines a trust as "any arrangement (other than an estate) which, although not a trust, has the substantially same effect as a trust”.
* Title 12 U.S.C. § 1813 (L)(1) defines a deposit as “any note deposited in a demand deposit account becomes the equivalent of cash and is a cash proceed”.
* Title 12 U.S.C. § 411 states that all Federal Reserve Notes may be redeemed for lawful money at any Federal Reserve Bank on demand.
* YOUR STATE COMMERCIAL CODE 11-3-104(e) [U.C.C. § 3-104(e)]

“An instrument is a ‘note’ if it is a promise and is a ‘draft’ if it is an order. If an instrument falls within the definition of both ‘note’ and ‘draft’, a person entitled to enforce the instrument may treat it as either.”

* YOUR STATE COMMERCIAL CODE 11-3-419(b) [U.C.C. § 3-104(b)]

“An accommodation party may sign the instrument as maker, drawer, acceptor, or indorser and, subject to subsection (d), is obliged to pay the instrument in the capacity in which the accommodation party signs. The obligation of an accommodation party may be enforced notwithstanding any statute of frauds and whether or not the accommodation party receives consideration for the accommodation.”

* “Silence can only be equated with **fraud** when there is a legal or moral duty to speak, or when an inquiry left unanswered would be intentionally misleading. . . . We cannot condone this shocking conduct. . . . If this is the case, we hope our message is clear. This sort of deception will not be tolerated, and if this is routine, it should be corrected immediately.” (*U.S. v. Tweel*, 550 F2d 297, 299-300)
* Maxim of Equity: “Where there is a wrong, there must be a remedy.”
* insinuation (Black’s Law Dictionary 5th and 8th editions) – in civil law, the act of depositing (an instrument) with a public registry for recording. 2. a document that evidences a donation of property.
* [Fed. Reserve Board 2046 balance sheet], [I.R.S. Form 1041 instruction booklet pgs. 2, 6, and 13], [I.R.S. 6209 decoding manual].
* [Federal Rules of Civil Procedure, Rule 8(c)(1) regarding affirmative defenses].

The enclosed accepted bill of exchange is endorsed on the back showing Corporation / Court Name Here as payee and FIRST MIDDLE LAST as the payor as in a check. I am the contracting officer for said Trust, and no contracts are entered into without my signature. The Trust known as FIRST MIDDLE LAST, account # XXX-XX-XXXX, has a bonded escrow account located at the D.T.C. from which all necessary funds may be accessed including all incidents stemming from, relating to, or having any relationship to, from, or with Example County, State for and on behalf of beneficiary First-Middle: Last. This fraud was brought upon the Court when, as co-fiduciary trustees, they represented the plaintiff / principal(s) as the above-listed plaintiff / principal(s) knowing that the Securities and Exchange Commission (S.E.C.) S.Q./S.A. and 424(b)(5) prospectus filing(s) listed different entity(s) ownership(s), and **I believe that no evidence to the contrary exists**. The above-named Administrators, Executors, Representatives, and Fiduciary Trustees while acting in their official capacities agree to hold the Grantor / Beneficiary, First-Middle: Last, harmless from any liability or loss by indemnification and bond from any and all possible taxable terminations, transfers, distributions, direct skips originating from the Legal Estate of the Decedent, FIRST MIDDLE LAST, with political commercial account No. SSNxxxxxx.

The expiration of seventy-two **(72)** hours after your receipt of this Indenture Agreement and private Indemnity Bond without the total and complete correction of the record will constitute a breach of contract with a summary judgment and an international commercial Notice of lien on the real and movable property, malpractice bond(s), and non-performance bond(s) of each and every Co-Fiduciary / Trustee, Co-Administrator, and all others similarly situated, *et al*.

This appointment will not be affected by the addition of Co-Administrators and Co-Fiduciary Trustees from time to time by the Grantor / Beneficiary, First-Middle: Last, {*Beatty v. Guggenheim Exploration Co.*, 122 N.E. 378 (/9/9). 225 N.Y. 380, 119 N.E. 575, 223 N.Y. 294 (/9/8) – landmark case on constructive trusts} as they become known. Failure to correct the record and settle the account within seventy-two **(72)** hours will constitute a Trust *ex maleficio* and will result in a claim of fiduciary trust fraud for the wrongful conversion of Beneficiary's private beneficial interest including the conversion of counterfeited securities and obstruction of justice with a claim to the international community and to the Criminal Investigations Division of the Internal Revenue Service for criminal tax evasion of $500,000.00 and punishable by many years in prison (*Trezevant v. City of Tampa*) and a 1099-OID and a 1099-C issued showing you as the recipient of the funds on the taxable instrument(s) for the execution of penalties for counterfeit securities issued against FIRST MIDDLE LAST without any agreement or lawful contract.

Pursuant to this Private Settlement Agreement Judgment, **IT IS DECLARED:**

There now exists a private contract between us, and what I expect of the co-administrators and co-fiduciary trustees is to remain on your side of the Declaration of Rights that precedes and attaches to the STATE OF YOUR STATE corporation constitution and that you remain in the state corporate constitution and out of my domain which is the Bill of Rights and:

1. THAT any conducted court proceedings are intended to be of competent jurisdiction;
2. THAT the Plaintiff is a corporation with DUNS # xxxxxxxxxxx \*\*FIND Dun and Bradstreet Number FOR THE COURT\*\*;
3. THAT the Plaintiff has failed to state a claim upon which relief can be granted [Federal Rules of Civil Procedure, Rule 12(b)(6)];
4. THAT the act of criminal barratry will be charged to the clerk of court and/or to the court administrator for any reassignment of fiduciary duty by the court administrator and/or denial of the filing of this Private Settlement Agreement Order creating the denial of the right to access the court;
5. THAT the act of criminal barratry will be charged to the judge / agent, clerk of court, and/or court administrator for any controversy brought into this court in opposition to this Private Settlement Agreement;

***Counterfeit Securities-- Pursuant to Title 18 U.S.C. § 4 on the commission of crimes cognizable by a court of the United States under Title 18 U.S.C. § 513, to wit:***

***“513(a) Whoever makes.. utters or possesses a counterfeited security of a State or political subdivision thereof or of an organization with intent to deceive another person, organization, or government, shall be fined not more than $250,000.00 or imprisoned not more than ten years, or both.***

***See also Sections 2311 , 2314, and 2320 for additional fines and sanctions. Among the securities defined at 18 U.S.C. § 2311 is included “evidence of indebtedness” which, in a broad sense, may mean anything that is due and owing which would include a duty, obligation, or right of action.***

1. THAT abuse of office and official misconduct will occur for any failure of the clerk of court and/or court administrator and/or judge / agent to place this Private Settlement Agreement into the evidence file;
2. THAT standard judicial operating procedures can never overrule obstruction of justice or due process [*Trezevant v. City of Tampa*];
3. THAT any applicable damages shall be assessed at the rate previously set forth or otherwise stated by invoice / true bill from the Claimant / Attorney in Fact;
4. THAT the Administrators, Executors, and Fiduciary Trustees provide equal protection of the law as a matter of law and as a matter of record;
5. THAT the Administrators, Executors, and Fiduciary Trustees comply with Federal Congressional Legislation by not upholding recoupment;
6. THAT the act of criminal barratry, abuse of office, and/or official misconduct will be charged to the judge / agent, clerk of court, and/or court administrator for any failure to acknowledge and deliver this Private Settlement Agreement Judgment pursuant to the tenets herein;
7. THAT this judgment is acknowledged and entered with prejudice by the Plaintiff and the Clerk of Court;
8. THAT the bonds sold bearing the name of FIRST MIDDLE LAST were insinuated due to the fraud of secrecy; and
9. THAT I have a right to redeem the bonds which the court and/or the prison sold in the Defendant's name and Social Security number; therefore, I am replacing those bonds with the enclosed bonds. I now own this case. The enclosed forms authorize you, and indeed, order you to:

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| --- |
| 1. recall all the bonds / securities which were previously sold with the name FIRST MIDDLE LAST and the above social security number and refund these monies to me as those funds belong to me; 2. obtain your funding through the bonds enclosed; 3. send a statement of account showing a zero (0) balance, and a check for all bond monies previously received on this account to the above mail location; 4. release the Living Man / Woman held as surety from confinement and all conditions of imprisonment immediately; and 5. discharge this matter and any financial obligations attached hereto. |

THESE FORMS ARE NOT SUBJECT TO THE DISCRETION OF THE COURT or other recipients. If the Plaintiff has reason to reject these forms, you are required to **provide proof of claim via a sworn affidavit under penalty of perjury and assuming full commercial liability** as to why you are not required to accept the forms or advise me of any defect you may find in the forms and **provide your bond in support of your position.**  Your failure to do so will be certified as fraud on your part pursuant to *U.S. v. Tweel*. Please note that the court's comments are directed to Internal Revenue Service employees and apply equally to all government employees.

**YOUR RESPONSIBILITY.**

I understand it may take sixty **(60)** days to process the enclosed bonds, but I require a letter from you in good faith **within fifteen (15) days of the postmark on this communication** acknowledging receipt of the bonds and your good-faith intention to process the bonds and release me or, in the alternative, your affidavit and bond in support of your claim of a defect in the bonds. I am also requesting copies of the 1099-OIDs which were (or should have been) originally filed in regard to this case as well as copies of I.R.S. forms 706 and 709 which should have been filed, too. Your failure to respond within this time frame and in the manner stipulated will comprise your default and admission that there exists a right of lien on real property pursuant to this Private Settlement and judgment.

**EVENT OF DEFAULT.**

Failure to respond pursuant to the said terms of response or specifically perform under the provisions of the enclosed government forms (i.e., credit and ledger claimant’s tender of consideration) will comprise a default on your part. As an operation of law, a default will comprise your agreement, consent, and confession to all of the terms, statements, and facts herein and herewith and all inclusions and indorsements, front and back, annexed hereto. Your default will comprise your confession **to holding all liability in the aforesaid matter, your stipulation that the above noted party has exhausted his/her administrative remedy, and your consent to all necessary collection procedures**. As well, your default will comprise your confession to securities fraud, tax fraud, breach of fiduciary duty, and false imprisonment and will be certified and reported to the Governor and the Comptroller of your State, the I.R.S., and the local United States Attorney. Your default will comprise your agreement to the **arrest of your bond** and to the filing of criminal complaints and/or torts against any and all agents acting on behalf of the STATE OF YOUR STATE as plaintiffs referenced in the above-listed security.

**CONFESSION OF JUDGMENT.**

Default will comprise your agreement to accept and pay certain fees. Your default is your agreement to pay a co-claimant fee as set forth in the attached invoice for the privilege of being joined as a co-Claimant against legal fiction FIRST MIDDLE LAST pursuant to each attempt to impair the Claim or stultify the Claimant (me) or Debtor (the Trust) and that any and all diplomatic immunity or other implied immunity from liability is void.

**SELF-EXECUTING POWER OF ATTORNEY.**

To facilitate your strict compliance with all of the terms of the Contract, if you fail to correct the default within ten **(10)** days, you give, by remaining silent, unlimited power of attorney to Claimant to sign and execute for you regarding enforcement of your obligations under this Contract. In that event, you instruct and authorize the Claimant to **execute Respondent’s signature(s) in representative capacity on a *Self-executing Power of Attorney* document**.

**ESTOPPEL BY ACQUIESCENCE.**

Your default will comprise your agreement that all issues pertaining to this Contract are deemed settled and closed *res judicata***,** *stare decisis*, **collateral estoppel**, and, as a result, **judgment by estoppel**, and therein you will be confessing to the criminal act of false imprisonment should you fail to release me.

**WAIVER OF RIGHTS. CONFESSION OF JUDGMENT.**

Your default will comprise your consent, agreement, and confession to **waive any and all rights** to raise a controversy, to appeal, to object to, or to controvert administratively or judicially any of the terms and provisions in this Contract or the estoppel as well as your consent to serving as a successor surety for all obligations, commercial and corporeal, attributed to the account. Upon Default, you and your agents may not argue, controvert, or protest the finality of the administrative findings to which you have agreed unless such Waiver of Rights which follows is declined in writing. Any such argument or controversy will comprise your confession to Perjury, Enticement to Slavery, and various crimes against humanity. The Respondent’s confession of judgment in the said amount is *res judicata* and *stare decisis*.

**DENIAL OF WAIVER OF RIGHTS.**

The Respondent(s) hereby acknowledge that they have received, read, and fully understand this administrative remedy presentment with attachments, endorsements, and schedules and do hereby reserve the right to raise a justiciable controversy by exhibiting verified proof of claim and loss no later than 7 days [must be within ten **(10)** days of date of signing below unless written permission for a longer period of time is obtained in writing from the Third Party Intervener / Real Party in Interest under injury]. In the event the said claim is honored, they further agree to settle all associated accounts to a zero ($0) balance. Failure to perform may result in claims without immunity against any or all official bonds and in a private or commercial venue.

**CERTIFICATION AND RECORDING OF NON-PERFORMANCE FOR EVIDENTIARY PURPOSES**.

For your protection, non-performance will be certified and recorded in the public record as evidence that **First-Middle: Last has exhausted his/her administrative remedy and that you have elected to waive all rights to raise a controversy or to claim immunity from collection proceedings, having declined the opportunity to plead**.

Thank you for your assistance with this matter.

Sincerely,

FIRST MIDDLE LAST

Government-created *ens legis* / Trust

By: First-Middle: Last, living Man / Woman

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Authorized Representative

Claimant, Attorney in Fact