

To Attorney Fraud ESQ.

Fraud and Associates CO, LLP.

(Lien Debtors)

From Joe Q. Public (Secured Party Creditor)

This is a National Commercial Filing

A Security (15 USC)

Notice to Agent is Notice to principal Notice to Principal is Notice to Agents.

(This is NOT a Lis Pendens Lien)

Notice /Affidavit of Obligation; conditional acceptance of offer to contract. [Cal. Comm Code 2206 (3)] I explicitly reserve my Rights, I do not know you, I do not consent to contract unless under the Term listed below. (Your Mailings are offers to Contract) All you have to do to Ratify this Implied Contract is to Mail, E-Mail, Fax, or File any Document with my name listed on any Presentment or act in any way that demonstrates engagement; otherwise, Cease and Desist interference in my Commercial Affairs Immediately.

Claim of Lien

This Instrument is an Affidavit of Obligation. VALUE: **TEN MILLION DOLLARS AND NO CENT. (\$10,000,000)** also known as a Claim of Lien. This Affidavit of Obligation is a Commercial Instrument arising from a Private or Public Contract, either Express or Implied which exists by the Express, Constructive and or Implied Consent of the Lien Debtor. Therefore this Affidavit of Obligation is a Consensual Commercial Lien; this is not a Lis Pendens Lien.

This Claim of Lien will be Recorded against Lien Debtor(s) for Default and Breach of Contract under Commercial Law, as an involuntary Lien based on consensual actions by knowledgeable Breach of Contract explained herein.

A Judge cannot interfere with, tamper with, or in any way modify testimony without rendering incredible the truth seeking process in his sacred profession and destroying the fabric of his own occupation, thereby committing professional suicide. Any Judge who tampers with testimony, deposition or Affidavit is a threat to the commercial peace and dignity of the State AND of the United States, is in Violation of the Supreme Laws of the Land, is acting in the Nature of a Foreign Enemy, and is justifiably subject to the penalties of Treason.

A Bill in Commerce is a private Declaration of Obligation. A Lien in Commerce is the same bill made public with a Commercial Affidavit attached in support of the bill. When a Lien Instrument is composed and made public, either by Recording in the Office of the County Recorder or by any other method of open and wide publicity, a copy of the Claim of Lien must be provided for the Lien Debtor so that the Lien Debtor will thus be able to defend against the Lien.

In the absence of a response, when the Lien Debtor was given an opportunity to respond, the Lien Creditor will insert and record this Claim of Lien against Lien Debtor, in the total amount listed below. Said Claim of Lien is in the amount of damages enumerated herein which total ledger amount is secured by the real and personal community property of Lien Debtors as listed below.

“ The Ability to place a Lien upon a mans property, such as to temporarily deprive him of its beneficial use, without any Judicial determination of Probable Cause dates back not only to medieval England but also to Roman times.”[United States Supreme Court,1968,Sniadach v. Family Finance Corp.,395 U.S. 337,349.]

[Supported by the California Supreme Court,1971, Randone v. Appellate Department,5 C3d 536, 96 Cal Rptr 709 and 488 P2d 13.]

Your Administrative Opportunity

Verified Affidavit of Facts- As a courtesy to ensure your opportunity to rebut errors and memorialize the integrity of the public record, I have verified the Jurisdictional and payment representations made herein. This is an opportunity for you to rebut the allegations and facts presented herein with your willful acceptance of full commercial liability pursuant to the various international remedies at my disposal.

Opportunity to State a Claim- You may exercise the opportunity to exhibit any superior claims or a material defect in the claim noted hereunder. All such representations must be verified and sworn to under penalty of perjury to avoid any unfortunate assumption of enticement or deception.

Failure to State a Claim

If you fail to exhibit a superior claim, a material defect in the perfection of the Creditor's security interest, or evidence contradicting the allegations and facts stated herein, then you agree to the issuance of Judgement, and that you have waived any and all rights to State a Claim in the matter. Failure to State a Claim is irrevocable, having had the opportunity and failed to plead. Serious criminal liability applies to any party that would subsequently purport to a Claim.

10 day Offer of Immunity

This advisory is your one time Good Faith offer of immunity from all previous Dishonors. Your Client is My Debtor via Deposit of my Chattel(s) and DeFault. Your action taken are interfering with my ability to enforce my Contract to be made whole. Your Client has stipulated to Liability. To accept the offer of immunity, kindly remove, withdraw, retract, reverse, cure all trespasses and impairments to my Contract, no later than the deadline AND retract all Warrants. Liens, Statutory Issues connected with Joe Q. Public, his Property, Collateral or Interests. Or Rebut the Affidavits as described with Evidence. Certification of non-acceptance of this offer will comprise your Agreement that Creditor has exhausted his Administrative Remedies and you have accepted all of the

Terms hereunder and the Administrative Judgement of your Default on this Process.

COMMERCIAL STANDING

Co-Creditor Fees. The commercial liability for any party (specifically: 3rd parties, maintainers, interlopers and all those involved with Acts of Champerty.) seeking the privilege of being joined as a Co-Creditor to MY CONTRACT and personal property I:E my name, seal is hereby established at **50 MILLION DOLLARS (\$50,000,000, sum set certain)** per each action that attempts to impair the Claim or stultify the Lien Creditor.

JOINDER FEES- the commercial liability per each offer to accept, share, partake in, and enjoy the priveleges, benefits, responsibilities and liabilities of the Contract thereby joining as a Principal hereto, whether by event of Impairment, Maintenance, Trespass, Champerty, Interloping, Barratry, stultification, Deprivation and Conspiracy against Rights of the Contract or the Principals is **\$10,000,000 (sum set certain)** per event upon Notice to the Joinder of the Contract. Any party seeking a joinder to the Claim is entitled to receive NOTICE OF TRESPASS ON CLAIM or NOTICE OF IMPAIRMENT OF CLAIM or NOTICE OF JOINDER TO THE CLAIM and a ten (10) day opportunity to cure the Impairment/Stultification. In the Event you seek such a joinder to the Claim, you agree to pay the JOINDER FEE within ten (10) days of presentation of a True Bill. If you fail to timely pay the True Bill, you agree that a Right of Lien has been perfected against you. You may consider this your Notice of Trespass on Claim, Notice of Impairment on Claim and Notice of Joinder to the Claim.

Definition of Maintenance (Black's Law 6th Ed.) An Officious intermeddling by a non party by maintaining, supporting or assisting either party, with money or otherwise, to prosecute or defend the Litigation.

RESERVATION OF RIGHTS- All rights, remedies, defenses are hereby expressly reserved.

Trespass. All parties to the Contract agree that a hostile presentment by the defaulting party or its/their Maintainors to the secured party or assignee, either written or oral, is a criminal act and a trespass upon the Contract requiring the imposition of one or more applicable Joinder Fees and the party or parties are to be added to a list of Successor Sureties which may appear hereunder.

Perfection of Lien- If you fail to correct the default within five (5) days, you agree that Creditor holds a right of lien and levy against you. Pursuant to that right of lien and levy, you agree to be named as Debtor on one or more Financing Statements to be Filed against you and/or the Entity that you represent, and that Creditor can initiate and pursue all lawful measures and actions, administrative and judicial, to protect and collect his collateral which will be pursuant to the cognizable Commercial Code which governs all transactions in the country.

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 five (5) days of any Notice of DeFault, you give, by remaining silent, unlimited power of attorney to Creditor to sign and execute for you regarding enforcement of your obligations under this Contract. In that event, you instruct and authorize the Creditor to Execute Lien Debtors AND ALL Joining Party's signature(s) in representative capacity, on SPECIFIC collateral to be collected in satisfaction of the Debt.

Responsibility to Respond

Upon receipt of this **Notice**/Affidavit of Obligation by Certified Mail, LienDebtor(s) shall have five (5) days from the date of Reciept, in which to respond to this Notice/Affidavit of Obligation. If you fail to request more time to respond/plead which will be granted in the amount of Fifteen (15) additional days. If you fail to request more time, you agree that no such extension is needed or Required.

Your Response may be to

- 1) Correct all Commercial Tortuous behavior, to include any Unlawful Outstanding Warrants, Coerced Probation Under Duress, Threat of Prosecution.

- 2) Offer to Settle the Outstanding Invoice which is Due and Payable for the Full Face Value per Law, of which under Common Law the Injured Party can recover 3-7 times the amount of Damages Claimed. Face Value is **\$ 7.740,000 MILLION DOLLARS. 1 time Good Faith Offer to Settle without further additional collection activity, or additional Accrual of Fees for the Sum of 5 MILLION DOLLARS.** Payable to Joe Q. Public.
- 3) Rebut or correct any errors contained within this Notice/Affidavit of Obligation, particularly the items numerated in all the paragraphs under Section II, by Affidavit sworn true, correct and complete, based on the Affiant's own Commercial Liability and under the Penalty of Perjury.

TERMS OF RESPONSE- mere denials will not suffice an answer and will be considered a Non-Response.

Any reply to this Affidavit of Obligation, other than a verified point for point response sworn under full commercial Liability, with supporting evidence attached, is deemed by agreement of the parties to be a willful Non-Response thus constituting your agreement to the claims made herein and your Acceptance of ALL Liabilities in this matter. Your Non-Response will place you and your Office in DeFault, and the presumption will be taken upon the Public Records that you and your Office freely agree with all the points and authorities contained in this Notice/Affidavit of Obligation, as the Terms of our Contract. See in Para Materia Federal Rules of Civil Procedure Rules 8(d) and 12(g). A NonResponse is an admission to claims made herein. THE LAW OF THIS CONTRACT IS THIS CONTRACT, OTHER FORUM LAWS ARE NOT OPERATIONAL TO INVALIDATE THIS VARIATION OF AGREEMENT BETWEEN THE PARTIES.

DEFAULT- Failure to respond pursuant to the said Terms of Response or to specifically perform under the provisions of this administrative remedy or cure all commercial trespasses will comprise a DeFault on this administrative remedy.

Upon DeFault of this Affidavit of Obligation will be deemed and utilized as a Cognovit i:e Confession of Judgement, Security Agreement. All pledged collateral will Attach after twenty (20) days. Enforcement of the Claim/Security interest becomes effective at this time. Also, in the event of DeFault the lien creditor(s) listed above will insert and record this and other pertinent records notice of DeFault into the Public Record against the lien debtors pursuant to California Constitution Article I § 1,3,19,24,26,28(b), Article II § 1, California Civil Code Section 22.2 California Civil Procedure § 437(c), & California Penal Code §9.

This Document may be used in support of a Constitutional Criminal Complaint in a Court of Competent Jurisdiction SEE: TITLE 18 PART 1 CHAPTER 63 § 1341 'Frauds and Swindles' which carries up to 20 years in Prison and 18USC 241,242 Deprivation and Conspiracy against Rights under Color of Law, Code, or Statute.

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.

STATUTE STAPLE- Upon certification of your DeFault, you agree that this Contract is Self Adjudicating upon your DeFault and Agreement. All liabilities are subject to immediate execution against the lien debtors.

ADMINISTRATIVE JUDGEMENT- Agreement to Estoppel. DeFault will also comprise your consent, agreement and confession to the issuance of a Claim (Judgement) certifying your agreement with all terms, statements, facts and provisions herein. The terms of this agreement may be used to reduce the Claim to Judgement without any contest or controversy by the Lien Debtor. (Trespass amounts will be applied if representation is obtained to impair this Contract.)

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 and collateral Estoppel, and as a result, Judgement by Estoppel.

WAIVER OF RIGHTS- Your Default will comprise your consent, agreement and confession to surrender all interest in the collateral, waive any and all rights to raise a controversy, appeal, object to, or controvert administratively or judicially any of the terms and provisions of this Contract or the estoppels. 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 agreement or controversy will comprise your confession to Perjury.

CERTIFICATION AND RECORDING of Non- Performance for evidentiary purposes.

For your protection, NonPerformance will be certified and recorded in the public record as evidence that Lien Creditors have exhausted all Administrative Remedies and that Lien Debtors have agreed to waive all rights to raise a controversy or claim immunity from collection proceedings, having declined the opportunity to plead. You may wish to consult Counsel Familiar with Commercial Interference and consequences as it pertains to my Security Interest.

Using a notary on this document constitutes an adhesion in Equity. It does not alter my status in any manner. The purpose for the notary is verification and identification only *not for entrance into ANY Foreign Jurisdiction.*

Executor of this Instrument

Printed Name x

Date x

Autograph X _____ *City x* _____

State X _____ *Zip Code [* _____ *]*

Certified Mail Reciept Number

X _____

Witness

Before me, _____, the subscriber, personally appeared _____, to me known to be the Living Soul described in and who executed the foregoing instrument and sworn before me that they executed the same as their own free will act and deed.

Witness Signature _____ (California Jurat Attached)

Date _____

Using a notary on this document constitutes an adhesion. [it does not alter my status in any manner.] The purpose for the notary is verification and identification only. [Not for entrance into ANY Foreign Jurisdiction.] This Contract is Self Adjudicating if No Response is Received within 10 Business days of Receipt.

Registered Response

Herein, the undersigned, representing and signing for the (The Law office Of) and all employed thereby and accountable for all actions of all under the charge of;

(Attorney) printed name _____

Date _____

(Attorney) Signature _____

Witness

Before me, _____, the subscriber, personally appeared _____, to me known to be the living Soul described and who executed the foregoing instrument and sworn before me that they executed the same as their own free will act and deed.

Witness Signature _____ (California Jurat Attached)

Date _____

