

THE UNITED STATES DISTRICT COURT OF DISTRICT OF COLUMBIA
D-U-N-S 611974786

UNITED STATES OF AMERICA)
Delaware file# 2193946, D-U-N-S # 052714196)
-) Case no. 1:21-cr-0028-19
James Delisco Beeks ©)
By special invitation & authorized representative)
for JAMES BEEKS ©)

Affidavit: Non-Reply

Signature [Handwritten Signature]
Date 6/23/23
LET THIS BE FILED

FROM:

James-Delisco:Beeks, a man, sui juris, by special appearance. In the care of 8815
Conroy-Windermere Road. #296 Orlando, Florida [32835]

Claimant,

TO:

Robin M. Meriweather as the living woman and as agent, employee, or contractor of the
corporation UNITED STATES DISTRICT COURT OF DISTRICT OF COLUMBIA
CIRCUIT, Dun & Bradstreet No.611934746
333 Constitution Ave NW [20001]

Beryl A. Howell as the living woman and as agent, employee, or contractor of the
corporation UNITED STATES DISTRICT COURT OF DISTRICT OF COLUMBIA
CIRCUIT, Dun & Bradstreet No.611934746
333 Constitution Ave NW [20001]

Amit P. Mehta as the living man and as agent, employee, or contractor of the
corporation UNITED STATES DISTRICT COURT OF DISTRICT OF COLUMBIA
CIRCUIT, Dun & Bradstreet No.611934746
333 Constitution Ave NW [20001]

Jimmy S. Park as the living man and as agent, employee, or contractor of the
corporation THE FEDERAL BUREAU OF INVESTIGATIONS [FBI] (Dun & Bradstreet #
878865674) 601 4th Street NW, Washington, DC 20535

Josh Uller as the living man and as agent, employee, or contractor of the corporation
FEDERAL DEFENDER SEVICES OF WISCONSIN INC. D & B # 031664720, and
UNITED STATES DISTRICT COURT OF DISTRICT OF COLUMBIA CIRCUIT, Dun &
Bradstreet No.611934746, at Federal Defender Services of Wisconsin, Inc. 411 E.

Wisconsin Ave., Milwaukee, WI 53202, Email address: Joshua Uller
<Joshua_Uller@fd.org>;

Jessica Ettinger as the living woman and as agent, employee, or contractor of the corporation FEDERAL DEFENDER SERVICES OF WISCONSIN INC. D & B # 031664720, and UNITED STATES DISTRICT COURT OF DISTRICT OF COLUMBIA CIRCUIT, Dun & Bradstreet No.611934746, at Federal Defender Services of Wisconsin, Inc. 22 East Mifflin Street, Suite 1000 Madison, WI 53703, Email Address; Jessica Ettinger <Jessica_Ettinger@fd.org>;

Nicole Cubbage as the living woman and as agent, employee, or contractor of the corporation UNITED STATES DISTRICT COURT OF DISTRICT OF COLUMBIA CIRCUIT, Dun & Bradstreet No.611934746 333 Constitution Ave NW [20001], and The Law Office of Nicole Cubbage 712 H St. NE, Unit# 570 Washington, DC 20002, Email Address: <cubbagelaw@gmail.com>;

Jeffery Nestler as the living man and as agent, employee, or contractor of the corporation UNITED STATES DEPARTMENT OF JUSTICE, Dun & Bradstreet No. 072526021 and/or THE U.S. ATTORNEY OFFICE, Dun & Bradstreet No. 048158793, standing in for THE UNITED STATES OF AMERICA Dun & Bradstreet No. 052714196 and corporate Delaware File # 2193946, 601 D Street NW Washington DC [20530], Email Address: <Jeffrey.Nestler@usdoj.gov>;

Kathryn Rakoczy as the living woman and as agent, employee, or contractor of the corporation UNITED STATES DEPARTMENT OF JUSTICE, Dun & Bradstreet No. 072526021 and/or THE U.S. ATTORNEY OFFICE, Dun & Bradstreet No. 048158793, standing in for THE UNITED STATES OF AMERICA Dun & Bradstreet No. 052714196 and corporate Delaware File # 2193946, 601 D Street NW Washington DC [95076-5139], Email Address: <Kathryn.Rakoczy@usdoj.gov>;

Respondents.

I, claimant, James-Delisco:Beeks, a man, sent a **NOTICE: ABSENCE OF SUBJECT MATTER JURISDICTION, NOTICE: CONDITION PRECEDENT, ACCEPTANCE OF OATHS OF OFFICE, NOTICE: DENIAL OF AUTHORITY OF RESPONDENT ULLER, CUBBAGE, MUSE, HUNTER, AS LEGAL REPRESENTATIVE, REBUTTAL OF PRESUMPTIONS OF CONSENT TO DE FACTO TRIBUNAL'S PROCESS, NOTICE: UNANSWERED BILL OF PARTICULARS, NOTICE: POTENTIAL LIABILITY, AND AFFIRMATION** via email communication, registered mail (see exhibits in the attached Affidavit of Service), and filed on the court record to the above-named respondents and none have responded within the time frame given and/or in the manner in which it was to be received.

1. As of the effective date(s) set out in the 02/08/23 Notice, respondent men and women above named each failed to reply in either a timely manner or as instructed and are now in default and dishonor of the contract set out in said 02/08/23 Notice. Each respondent is therefore subject to any and all of the terms therein.
2. Respondents have not replied to the Notice: Fault & Opportunity to Cure herein will be referred to as the 03/05/23 notice.
3. Respondent Rakoczy did send a reply, via email communication in violation of the 02/08/23 notice, through a surrogate Graves not listed on the respondent list, to the Bill of Particulars on 03/01/23; *edited*: seven days (7) ~~twenty-one (21)~~ days outside of the given time allotted but failed to answer the questions. Instead, the surrogate, Graves, attacked the Bill of Particulars itself and requested the magistrate to deny it.
4. The Bill of Particulars sent is not a motion and is not intended to be denied or granted, ONLY to be answered by the intended respondent it is addressed to. It was originally sent on 12/8/22 via email communication certified mail #70222410000142599613, filed on the court docket, and was given a thirty (30) day deadline to be answered in order to establish the subject matter jurisdiction and assertion set forth by the prosecution as it is on the burden of the plaintiff to prove and establish jurisdiction. No such establishment has been reached.
5. The Bill of Particulars reveals exculpatory evidence not privy to the aggrieved party, unless questioned and/or challenged. Any judgement against or for the Bill of Particulars is NULL and VOID.
6. The date is 05/13/23 and it has been seventy (70) days past the default deadline and there has been no response whatsoever.
7. TERMS OF RESPONSE in the 02/08/23 notice states: As with any administrative process, respondent may rebut the statements and claims in the Notice herein by executing a verified response, point-by-point with evidence that is certified to be true and in affidavit form, correct and complete, to be received by claimant no later than 5:00 PM on the Effective Date. This term has not been met as explained above and is well in default.
8. INSUFFICIENCY OF RESPONSE in the notice states: The terms "insufficiency of response" and "insufficient response" are defined to mean a response which is received by the Effective Date but which fails to specifically rebut, line by line, any of the established terms, provisions, statements or claims in the Notice, or offers blanket denials, unsupported rebuttals, inapposite rebuttals such as "not applicable" or equivalent statements, declarations of counsel and or other third parties who lack first-hand material factual knowledge, (and I will add: such as "sovereign citizens" ideology, movements, etc.), or any rebuttal which lacks verification or an equivalent level of risk or fails to exhibit supportive evidence certified to be true, correct and complete under full commercial liability. Respondents agree that any such response is deemed to be legally and lawfully insufficient to rebut the established statements in the Notice, thereby conveying

respondent's agreement with all of the terms and provisions of the Notice. None of the terms were met by any of the respondents.

- 9. Once jurisdiction is challenged, it must be proven. *Basso v. Utah Power & Light Co.* 395 F 2d 906, 910 (10th Cir. 1974); *Merritt v. Hunter*, 170 F2d 739 (10th Cir. Kansas 1948) ("Where a court failed to observe safeguards, it amounts to denial of due process of law, court is deprived of jurisdiction.") and the burden of proof of jurisdiction lies with the one asserting that jurisdiction exists. *McNutt v. General Motors Acceptance Corp.* 298 U.S. 178 (1936). No such proof has been established by any of the respondents first-hand.
- 10. The contract stated on 02/08/23 that the notices are legal and lawful notice. Respondents may deny said Notice ONLY by serving the natural man, claimant James Delisco Beeks, above named, by certified, restricted delivery U.S. Mail, with return receipt, to the address indicated hereinabove for James Delisco Beeks, within **Fourteen (14) days** after the delivery of this Notice. Thereafter, the liabilities listed above may not be denied or avoided by respondent named and implied in this notice. That stipulation was not met, and respondents are now in default ad the 02/08/23 contract is in full effect.
- 11. All the facts herein are true, correct, complete and admissible as evidence, and if called upon as a witness, i will testify to their veracity.

I, James Delisco Beeks, Claimant herein, as the living man do herewith affirm and declare under my unlimited commercial liability that I am competent and of lawful age to state the matters set forth hereinabove, and state that the above and foregoing statements are true, correct, complete, not intended to be misleading, that they constitute admissible evidence, and are in accordance with my best firsthand knowledge, understanding and belief.

Dated this 16th day of May in the Year Two Thousand Twenty Three

Subscribed and sworn, without prejudice, and with all rights retained, Without Prejudice UCC 1-308

By: Claimant

James Delisco Beeks
Living Soul,
Sui Juris



IN WITNESS WHEREOF, James Delisco Beeks, having first been duly sworn upon his oath, autographed the above and foregoing document and placed his right thumbprint upon said document in my presence at Pinellas county, Florida on this 16th day of May in the Year Two Thousand and Twenty-Three.

State - Florida
County - Pinellas

Notary Public for Florida

My Commission expires Oct 6, 2024

