

**THE UNITED STATES DISTRICT COURT OF DISTRICT OF COLUMBIA**  
D-U-N-S 611934746

UNITED STATES OF AMERICA )

Delaware file# 2193946, D-U-N-S # 052714196 )

) Case no. 1:21-cr-0028-19

- )

) NOTICE: DEFAULT & IMMINENT LIABILITY

James Delisco Beeks © )

By special invitation & authorized representative )

for JAMES BEEKS © )

**LET THIS BE FILED**

Signature

*Amit Mehta*

Date

*6/23/23*

**NOTICE: DEFAULT & IMMINENT LIABILITY**

05/15/2023

FROM:

James Delisco Beeks ©, a man, sui juris, child of God, 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 4<sup>th</sup> Street NW, Washington, DC 20535

Josh Uller as the living man 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, and 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, and Federal Defender Services of Wisconsin, Inc. 22 East Millin 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>;

Original respondents,

Benjamin Muse 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] [Benjamin\\_Muse@fd.org](mailto:Benjamin_Muse@fd.org)

Greg Hunter 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] [greghunter@mail.com](mailto:greghunter@mail.com)

Matthew Graves 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]

Respondents.

NOTICE TO PRINCIPAL IS NOTICE TO AGENT AND NOTICE TO AGENT IS NOTICE TO PRINCIPAL

SILENCE IS ACQUIESCENCE

THIS IS A SELF-EXECUTING CONTRACT

ALL RESPONDENTS ABOVE NAMED, shall take note as follows:

1. You, as the "original respondents", are in DEFAULT of an opportunity to reply

to the 02/08/23: "NOTICE: ABSENCE OF SUBJECT MATTER

JURISDICTION, NOTICE: CONDITION PRECEDENT, ACCEPTANCE OF

OATHS OF OFFICE, NOTICE: DENIAL OF AUTHORITY OF

RESPONDENT ULLER, CUBBAGE, AS LEGAL REPRESENTATIVE,

REBUTTAL OF PRESUMPTIONS OF CONSENT TO DE FACTO

TRIBUNAL'S PROCESS, NOTICE: UNANSWERED BILL OF

PARTICULARS, NOTICE: POTENTIAL LIABILITY, AND

AFFIRMATION", hereinafter referred to as the "02/08/23 Notice", which was delivered to each of you original respondents on or before 02/17/23. A third copy of said 02/08/23 Notice is attached hereto.

2. You, as the original respondents, are also in DEFAULT of an opportunity to reply to the aforementioned 02/08/23 Notice set forth again in full within the "NOTICE: FAULT AND OPPORTUNITY TO CURE", which was your second Notice, hereinafter referred to as the "03/05/23 Notice", which was electronically delivered or delivered by registered mail to each of you, as indicated by the attached Second Affidavit of Service. The last date of delivery of the 03/05/23 Notice to the last of the respondents occurred on or before 03/23/23.

3. You, as the original respondents, having each failed to respond to the 02/08/2023 Notice by the Effective Date of 03/05/2023 which was well more than 14 days from date of last receipt of said 02/08/23 Second Notice, all as specified in said 03/05/23 Notice, are therefore in DEFAULT of an opportunity to cure as lawfully offered in said Notice.

4. To clarify the record, you, and each of you original respondents have to date been given the opportunity to:

- a. State a claim as stated in the first and second notices above referenced;
- b. Specifically accept the Offer of Immunity offered to you by claimant at paragraph I(D) of the original 02/08/23 Notice;

c. Refute by specific affidavit, point by point, by means of verified facts sworn to by a man or woman affiant with actual knowledge, specifically disputing any or all facts claimant established showing that no respondent and no employer of any such respondent had any authority or subject matter jurisdiction to take any of the actions he or she took individually or on behalf of his or her corporate employer, by kidnapping and then keeping claimant's biological property as bondage on surety and personal property stolen from claimant through intimidation, fear, public humiliation, bias, and political persecution, all under extreme duress. Thus, severely violating claimant's unalienable God given private rights as a man on the land and soil, who repudiates operating within the admiralty/maritime jurisdiction (Article 1).

d. Cure the failure to respond to the 02/08/23 Notice as specified at paragraph II of the 03/05/23 Notice.

5. By remaining silent each of you original respondents have agreed with all terms of the said contract, such terms being clearly set forth in the 02/08/2023 Notice and again in the 03/05/23 Notice.

6. Due to the failure of each original respondent above named to answer with any specific, verified, and sworn reply to the instant contract, required by both the 02/08/23 Notice and by the 03/05/23 Notice, a binding DEFAULT JUDGMENT may be issued against each original respondent.

7. Each said original respondent is further hereby Noticed that:

a. Each of the original respondents has, by tacit admission and failure to contest the verified statements made in the 02/08/23 Notice, waived the right to answer or object, thereby rejecting each said respondent's due process opportunity.

b. Each of the original respondents has declined to claim his or her silence to date was "an oversight, mistake or otherwise unintentional", as each was given an opportunity to claim per paragraph II (D) of the 02/08/23 Notice.

c. In the further absence of such verified reply, claimant does hereby assert his previously stated intention to enforce this **NOTICE: DEFAULT AND IMMINENT LIABILITY** hereinafter referred to as the 05/15/23 notice, along with the self-executing contract contained therein, already agreed to by said respondents, and as further set forth hereinbelow.

d. Any or all of the original respondents have agreed and understand that each may incur liability whether or not their actions were justified by corporate bylaws known as "statutes", and as each was warned per paragraph VI of the 02/08/23 Notice.

8. Claimant has already informed original respondents of their fault in exercising non-existent authority and jurisdiction over him, and that their acts committed in the absence of such authority and jurisdiction constituted and continue to constitute a trespass to his Constitutional and common law rights. Said Notice was initially effected as to each said original respondent man or woman by means of his

02/08/23 Notice, the last respondent having received same on or before 03/23/23.

Had respondents heard him at that time, the matter could have been resolved:

“Moreover, if your brother trespasses against you, go and tell him his fault between each other and if he shall hear thee, thou has gained thy brother.” Matthew 18:15.

9. But said original respondents appear to have not heard claimant and so, with his several witnesses, claimant repeated what he had previously told said respondents, by means of his 03/05/23 Notice of Fault, which included the original 02/08/23 Notice and which he caused to be served on said original respondents on or before 02/08/2023 by registered mail #RF 234 345 730 US, #RF 234 345 743 US. “But if he will not hear thee, then take with thee one or two more, that in the mouth of two or three witnesses every word may be established. I cc’d two witnesses on the electronic serving of the 03/05/23 notices (See attached Exhibit). Matthew 18:16.

10. Original respondents upon being served with the 03/05/23 notice again neglected to hear claimant or to respond, though they were each allowed a reasonable time frame in which to do so, by reason of which claimant is now, *via* the within Notice of Default & Imminent Liability, again informing respondents, in the presence of the broader community. “And if he shall neglect to hear them, tell it unto the church but if he neglect to hear the church, let him be unto thee as a heathen man and a tax collector.” Matthew 18:17

11. This lawful process, including the 02/08/23 Notice, the 03/05/23 Notice and within the 05/15/23 notice, with attached second affidavits of service and non-reply, all jointly constitute the “meeting of the minds” as to all the terms of the original self-executing contract, which original respondents have all clearly expressed. As original respondents are all in default for having failed to reply, further failures to

explain such failure constitutes the FINAL admission and agreement of the parties as stated in the three NOTICES as defaulted.

12. BINDING JUDGMENT: Any respondent failing to respond as defined herein agrees that a Binding Judgment incorporating all of the terms of the within Contract may be entered by any common law court and/or administrative tribunal, at claimant's election. Any such judgment is entitled to full faith and credit by any such common law court or corporate tribunal at claimant's election. Claimant may elect to enforce the Contract or any Binding Judgment arising from it through a statutory or common law sheriff, deputy or other law or corporate code enforcer who has taken an oath to support the Constitution for the united states of America. Any respondent who further fails to respond as defined herein agrees to waive any and all claims he or she may have against the members of any such common law court or against any of the aforementioned common law sheriffs, deputies or other law or corporate code enforcers who have taken an oath to support the Constitution for the united states of America, which claims may hereafter arise in connection with the enforcement of the Binding Judgment referred to herein. Respondents agree to hold any such enforcement agents harmless for any acts performed for the purpose of, or incident to, the enforcement of said Contract or judgment arising therefrom.

13. FINAL OPPORTUNITY FOR DISCHARGE OF LIABILITY: Any respondent will be absolved of all liability as of the date of the receipt of the within Notice, upon the surrender to claimant his or her written acknowledgement of the void *ab initio* nature of any and all documents which may have issued from any

said respondent or from any of his or her corporate employers. If the respondents do not wish to respond as stated above then the contract is in full effect.

14. All respondents are further hereby notified that respondents' third and final refusals to deny the existence of their threats, frauds, and continuing acts of common law trespass including without limitation false arrest, kidnapping, assault, battery, conversion, subrogation, pre-trial detention, and/or false imprisonment, without a victim, may be considered additional evidence of respondents' usurpation of legitimate Constitutional authority, in the event that such acts become the subject of statutory or common law grand jury inquiry. Respondents are therefore specifically Noticed that such third failure to respond in the manner repeatedly indicated by this and prior Notices, while keeping unlawful violations against claimant, may be considered as evidence of *scienter* or *mens rea*.

DEFAULT: For your failure to honor the offers places you at Default. For your failure, refusal, or neglect in the presentment of a verified responses to my 02/08/23 and to my 03/05/23 by your acquiesce you do tacitly agree with all terms, conditions and stipulations set forth within the 02/08/23.

DISHONOR: By the terms and conditions of the agreement resulting by the offer and acceptance of the 02/08/23 notice, you are under the duty and obligation to timely and in good faith protest and/or honor the 02/08/23. Your dishonor of the 02/08/23 notice, discharges the alleged liability that you have claimed. Allowing fourteen (14) days for you to respond timely and in good faith protest and/or honor the 02/08/23 notice, and an additional ten (10) days before the 03/05/23 notice was served, which granted

an additional fourteen (14) days, and the time allowed is now past for you to in good faith protest and/or honor the 02/08/23 notice.

As a result, I have no record of your response. I now deem the NOTICE: ABSENCE OF SUBJECT MATTER JURISDICTION, NOTICE: CONDITION PRECEDENT, ACCEPTANCE OF OATHS OF OFFICE, NOTICE: DENIAL OF AUTHORITY OF RESPONDENT ULLER, CUBBAGE, AS LEGAL REPRESENTATIVE, REBUTTAL OF PRESUMPTIONS OF CONSENT TO DE FACTO TRIBUNAL'S PROCESS, NOTICE: UNANSWERED BILL OF PARTICULARS, NOTICE: POTENTIAL LIABILITY, AND AFFIRMATION, to have been dishonored, and the Notice: Fault & Opportunity to Cure to have been dishonored, thereby comprising a confession of judgment on the merits.

Failure by yourselves to respond within timeframe provided, has resulted in the following:

1. You are given the estoppel for your failure to answer back to me of your claim.
2. You are in tacit agreement. No surety, debt, judgement, trial, or balance is owed for the case number(s) above in regard to tradename James Becks ©.
3. You are possibly under the rule of Jeopardy, and/or fraud as described in 18 U.S. Code CHAPTER 47-FRAUD AND FALSE STATEMENTS.
4. You are Estopped from any further collection activity regarding this matter.

5. A DEFAULT judgement will be rendered in accordance with the rules of the BINDING contract in the original 02/08/23 notice.
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DISCLAIMER: The use of codes, statutes, rules, regulations, and court citations on any document past, present, or future and filed with this court, by me, the living man, is only to notice that which is applicable to government officials and is not intended nor shall it be construed that I have conferred, submitted to, or entered into any jurisdiction alluded to thereby.

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The above Notices are legal and lawful notice. Respondents may deny said Notice ONLY by serving the natural man James-Delisco:Beeks by certified, restricted delivery U.S. Mail, with return receipt, to the address indicated for said NOTICE in previous Notices, to-wit:

James-Delisco:Beeks, c/o Rural Route 8815 Conroy-Windermere Rd. #296 Orlando, Florida [32835] within Fourteen (14) days after the delivery of this Notice, as instructed in prior Notices. Thereafter, the liabilities listed above may not be denied or avoided by the original respondents named in this and prior Notices.

NOTE: Newly named respondents GRAVES, HUNTER, MUSE, are being provided with the within Notice and the attached 02/08/23 Notice so that they may each govern themselves accordingly in light of the acts committed by the original respondents as referenced in this and prior Notices.

*Qui non obstat quod obstaré potest facere videtur*

ALL RIGHTS RESERVED UCC 1-308

James Delisico Becks

James Delisico Becks© Sui Juris



ACKNOWLEDGEMENT

Subscribed and sworn to before me, the undersigned notary public, this 16<sup>th</sup> day of May, 2020 by James Delisico Becks, the claimant above named, whose autograph above I witnessed on this date on Pinellas County, Florida.

[Signature]

Notary Public

My Commission Expires: Oct 6, 2024



### Certificate of Service

In accordance with Rules of Practice 150 and 151, 17 C.F.R. §§ 201.150 & .151, I certify that a copy of NOTICE: DEFAULT & IMMINENT LIABILITY, NOTICE: FAULT & OPPORTUNITY TO CURE, AFFIDAVIT OF NON-REPLY, AFFIDAVIT OF SERVICE, (EXHIBITS A-I), NOTICE: ABSENCE OF SUBJECT MATTER JURISDICTION, NOTICE: CONDITION PRECEDENT, ACCEPTANCE OF OATHS OF OFFICE, NOTICE: DENIAL OF AUTHORITY OF RESPONDENT ULLER, CUBBAGE, AS LEGAL REPRESENTATIVE, REBUTTAL OF PRESUMPTIONS OF CONSENT TO DE FACTO TRIBUNAL'S PROCESS, NOTICE: UNANSWERED BILL OF PARTICULARS, NOTICE: POTENTIAL LIABILITY, AND AFFIRMATION was served on the following on 05/31/2023 postmark, via method of service indicated below:

To: Amit P. Mehta

333 Constitution Ave NW Washington D.C. 20001

Respondent

**Method of Service:**

U.S. Postal Office by first class mail Registered return receipt # RE 448 121 331 VS

  
  
*James Pelisco-Berke*  
Sui Juris, man  
Claimant