

LET THIS BE FILED

Signature



February 7, 2023

Date

6/23/27

**NOTICE OF ABSENCE OF SUBJECT MATTER JURISDICTION, NOTICE OF
CONDITION PRECEDENT, ACCEPTANCE OF OATHS OF OFFICE, NOTICE OF
DENIAL OF AUTHORITY OF RESPONDENT ULLER, CUBBAGE, AS LEGAL
REPRESENTATIVE, REBUTTAL OF PRESUMPTIONS OF CONSENT TO DE FACTO
TRIBUNAL'S PROCESS, NOTICE OF UNANSWERED BILL OF PARTICULARS,
NOTICE OF POTENTIAL LIABILITY, AND AFFIRMATION**

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS NOTICE
TO AGENT.**

**SILENCE OR CONTINUED RETENTION OF CLAIMANT'S BIOLOGICAL PROPERTY
AS SURETY WITHOUT VERIFIED EVIDENCE OF HARM, LOSS OR INJURY,
PROOF OF INTENT CONSTITUTES AGREEMENT AND ASSENT TO PROPOSED
TERMS**

THIS IS A SELF-EXECUTING CONTRACT

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 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]

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, 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 SEVICES 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 Mifflin Street, Suite 1000 Madison, WI 53703, Email Address; Jessica Ettinger <Jessica_Ettinger@fd.org>;

Nicole Cabbage 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 Cabbage 712 H St. NE, Unit# 570Washington, 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.

Corporate Ref. Nos. 21-MJ-533, 21-sw-397, 21-sw-296, 1:21-mj-0060, 21-cr-18-19, &1-21-cr-0028 APM

I. PREAMBLE

A. NOTE ON MEANING OF TERMS USED HEREIN: Notwithstanding any agreement, course of dealing, or usage of trade to the contrary, Claimant James Delisco Beeks does not understand, nor is he required to understand or accept any other meaning of words in the English language other than those found in common American speech or in Webster's 1828 dictionary. Unless otherwise specified herein, terms used herein, including legal fictions which may have particularized meanings and usages within the corporate *de facto* "court" system, are being used as claimant understands them, according to their ordinary and plain meanings and/or as defined by Webster's, notwithstanding a contrary meaning or usage which may be assigned to such terms by respondents or their employers.

B. AGREEMENT AND WAIVER OF RIGHTS: If any respondent agrees with all of the statements contained within this Notice, he or she may agree in one of two ways: (1) By silence. He or she needs not respond. Respondent's silence will constitute his or her agreement and acceptance of all of the terms, statements, and provisions hereunder as his or her complete understanding and agreement with the claimants and respondents waiver of any and all rights, remedies and defenses of protest, objection, rebuttal, argument, appeal, and controversy for all time. Respondents agree that his or her agreement, having been granted knowingly, voluntarily and with full disclosure, settles all matters finally and forever, and cannot be withdrawn. OR (2) He or she agrees that by continuing to retain claimant's biological property as surety without verified evidence that claimant intended to commit the alleged crime and has caused harm, loss, or injury as defined herein, said respondent(s) agrees and assents to all of said proposed terms herein.

C. DISAGREEMENT AND FAILURE TO RESPOND: Respondents may disagree with any of the terms of this Notice specifically by providing verified evidence that claimant intended to commit the alleged crime and caused any harm, loss, or injury by disputing point by point any specific allegation contained herein based on affidavits from a living human being having firsthand knowledge of the facts he or she avers. Respondents and Claimant agree that a response which is not verified, or a response from a third party agent lacking first-hand knowledge of the facts, will constitute that respondent's "failure to respond" as defined herein. If a respondent fails to respond by the indicated Effective Date, the facts, law, and terms stated within this Notice and accompanying Affirmation will become binding and fully enforceable as a contract which may be incorporated without further notice into a judgment into a binding judgment of a common law court of record, or in a *de facto* "court" or tribunal as claimants may select. If a respondent fails to respond or state a claim by the indicated Effective Date, the facts and law stated within this Notice will become binding and fully enforceable in a common law court of record or in a corporate tribunal as claimant may select.

D. APPLICABLE LAW: Other than as expressly represented herein, you, as Respondent herein and in your individual capacity, agree that no section of the proposed Contract contained in this Notice upon agreement, shall be assumed to constitute a voluntary election by any of the parties thereto to submit the Contract or the said parties to any venue of law, jurisdiction, court or tribunal, other than as is expressly

stated in the agreement of the parties hereunder. You agree that the Contract shall not be deemed to be subject to the "laws", bylaws, statutes, orders, decrees, or rules of the federal "government", any State, political subdivision thereof, or of any corporation, or any other legal fiction, procedural phantom, political construct, or any other jurisdiction, real or imagined, unless such election is voluntarily made in writing by the Claimant, without having been under duress, or by his agent(s) following full disclosure by respondent of all underlying material facts.

E. 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 court of record and/or administrative tribunal, at Claimant's election. Any such judgment is entitled to full faith and credit by any other court or tribunal of claimant's choice. Claimant may further select to enforce the Contract or any judgment arising therefrom through either a common law sheriff, deputy or other law or corporate code enforcer who has taken an oath, backed by a bond, to support the Constitution. Any respondent who 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, 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 there from.

F. AUTHORITY TO AMEND AND JOINDER FEE: Respondents agree that no person(s) or corporation shall have any authority to control any decision regarding the Contract. No such person shall be deemed to possess any powers, interest, or authority to amend, alter, modify, or terminate the Contract as to any party, person, individual, man, woman, boy, girl, agency, court or entity, real, fictitious, or imagined, other than as expressly represented hereunder. No such powers, interest or authority shall be assumed. The exercise of any and all such powers, interest, and authority, if any, are expressly prohibited hereunder. You, as respondent, agree that any representation by any party, person, individual, agency, corporate tribunal, or other entity, real, fictitious, or imagined, that any such powers, interest or authority exist shall be deemed a confession by the representing party/entity that such entity seeks to join the contract pursuant to the terms herein, for which the joinder fee has been established herein at Twenty-Five Thousand United States Dollars in lawful currency per each such event. A dollar is defined herein and by the Coinage Act of 1792 and 1900 as being 24.8 grains of gold or 371.25 grains of silver.

G. OFFER OF IMMUNITY: Any respondent may avoid all liability and obligations under this Notice by simply responding no later than by 5 p.m. EST on the Effective Date with a notarized Affidavit signed by a witness with personal knowledge of the facts contained in said Affidavit and which proves claimant intended to commit a crime and caused any harm, loss, or injury to any man, woman, boy or girl or destroyed their property. The statement must be sworn to be true, contain a notary jurat, and be supported by certified factual evidence and verified proof constituting a point-by-point rebuttal of this

Notice, sworn to be true, to which he or she attaches certified factual evidence. Alternatively, respondent may avoid all liability and obligations under this Notice by restoring to claimant, his lawful rights by discharging the case, restoring his second amendment rights, and returning his property especially his DNA, acknowledging the absence of subject matter jurisdiction being presumed per corporate reference numbers 21-MJ-533, 21-sw-397, 21-sw-296, 1:21-mj-0060, 21-cr-18-19, & 1-21-cr-0028 APM. In the event any respondent declines this good faith Offer of Immunity, respondent agrees with all terms, facts, statements and provisions in this Notice and any obligations created hereunder.

H. TERMS OF RESPONSE: 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.

I. FAILURE TO RESPOND: The term "failure to respond" means respondent failure by the Effective Date to respond to this Notice or "insufficiency of response" as that term is defined herein. Respondents agree that failure to respond and continued exercise of absent subject matter jurisdiction both convey his or her agreement with all of the terms and provisions of the Notice.

J. INSUFFICIENCY OF RESPONSE: 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/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.

K. TACIT AGREEMENT: Respondents may admit to all statements and claims in this Notice by simply remaining silent. The parties herein agree that failure to respond or insufficiency of response as defined herein constitutes agreement with all terms, provisions, statements, facts and claims in the Notice. When circumstances impose a duty to speak and one deliberately remains silent, silence is equivalent to false representation.

L. EFFECTIVE DATE/RESPONSE: Response must be by 5 PM on the Effective Date, which is fourteen (14) days from the date of receipt of this Notice. Response must be by U.S. certified mail, return receipt requested and by restricted delivery to:

**James Beeks,
[c/o] 8815 Conroy-Windermere Rd. #296 Orlando, Florida [32835]**

II. NOTICE OF ABSENCE OF SUBJECT MATTER JURISDICTION & DENIAL OF CONSENT

A. The above named "court", hereinafter referred to as the "*de facto* tribunal", recently under the administration of respondents Robin M. Meriweather, Beryl A. Howell, and Amit P. Mehta, is without subject matter jurisdiction to act as a constitutional court pursuant to the above administrative case numbers because said respondents Meriweather, Howell, and Mehta, have accepted, claimed, received or retained such emoluments as the title of attorney at law or esquire and are therefore prohibited by the original Thirteenth Amendment to the U.S. Constitution, from holding any office of trust. Said original Thirteenth Amendment to the U.S. Constitution, unanimously ratified by 1824 and in Ohio on January 31, 1811, reads in full as follows:

"If any citizen of the United States shall accept, claim, receive, or retain any title of nobility or honour, or shall without the consent of Congress, accept and reserved any present, pension, office, or emolument of any kind whatever, from any emperor, king, prince, or foreign power, such person shall cease to be a citizen of the United States, and shall be incapable of holding any office of trust or profit under them, or either of them."

Said original Thirteenth Amendment has never been repealed.

B. As a corporation, the *de facto* tribunal has no sovereignty over Claimant and no greater right than a private citizen. It can exercise no power not derived from its corporate charter, which is kept secret from the people. This has been admitted by other agents of the corporate tribunal system, such as occurred in *The Bank of the United States v. Planters Bank of Georgia*, 6 L. Ed. [9 Wheat] 244 and *Clearfield Trust Co. v. United States*, 318 U.S. 363-371 (1943). <https://www.scribd.com/doc/96926258/The-Clearfield-Docctrine>. The *de facto* tribunal referenced in this Notice is therefore not only not a "court of record", it is not a true Constitutional court. It is not even a court at all, all of which renders its process void *ab initio*.

C. Even if respondents' employers were not private, for-profit corporations, which they are, judicial agents of said employer have long conceded that the corporate "STATE" is incapable of providing any immunity for any unconstitutional acts respondent men and women may commit, and further concedes that such acts of respondents may be enjoined. *Ex Parte Young*, 209 U.S. 123 (1908).

D. 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).

E. It is a fundamental maxim of common law, as is conceded by virtually all agents of corporate tribunals, that "Jurisdiction can be challenged at any time".

F. No injured party has ever appeared to testify against Claimant nor were any facts proven, or even alleged, to support a claim that Claimant caused any harm, loss or injury to any man, woman, boy or girl, or has destroyed anyone's property. Without such proof, there is no evidentiary basis for the *de facto* tribunal to have issued any orders or other process at all.

G. Respondents Meriweather, Howell, Mehta, Uller, Ettinger, Nestler, Rakoczy, and Cabbage as members of the BAR have failed to register as foreign agents pursuant to the Foreign Agent Registration Act; thereby disabling respondents Meriweather, Howell, and Mehta from issuing orders or otherwise acting as BAR attorneys even according to corporate statute.

H. Respondents Meriweather, Howell, and Mehta's employers profit from various federal contracts and also trade on the stock exchange. As agents of said corporation, respondents are obligated to work solely for the financial interests of their corporate employer regardless of the Constitutional common law, and natural law rights of the claimant. Respondents' allegiance to their corporate employers presents a conflict with God's law (acknowledged by Congress in P.L. 97-280), a part of which states: "No man can serve two masters: for either he will hate the one and love the other; or else he will hold to the one, and despise the other. Ye cannot serve God and mammon". Matthew 6:24. Holy Bible KJV

I. Respondents Meriweather, Howell, Mehta, Uller, Ettinger, Nestler, Rakoczy, and Cabbage are not entitled to serve in positions of public trust due to the original Thirteenth Amendment, unanimously ratified by the original thirteen states by 1824. Any acts or purported "orders" announced by any of said respondents are not only *ultra vires* but also void *ab initio*.

J. Respondents Meriweather, Howell, Mehta either swore no oath or failed to swear an oath according to the language required to be included in such judicial capacity by the Constitution. Art. VI Cl. 3 of which says: "all executive and judicial officers, both of the United States and of the several States, shall be bound by Oath or Affirmation, to support this Constitution . . ." In the absence of such oaths, any act performed in the absence of any constitutionally consistent Oath, including a bond, no act or "order" issued by any of the aforementioned respondents has no lawful or legal effect whatsoever.

K. Claimant hereby accepts any Constitutionally consistent oaths any of the respondents may have taken to uphold the Constitution, but states that any respondents who have taken oaths are in violation of said oaths because they do not recognize the Constitution in their tribunals, a fact said respondents fraudulently concealed from Claimant. Such respondents are themselves instruments of violation of claimants' Constitutional and natural rights, in the following particulars:

- a. no meaningful notice,
- b. no verified claim from an injured living party,
- c. no reasonable opportunity to be heard,
- d. no right to confront and cross examine Claimant's accusers, if any,

- e. no opportunity to exercise the common law and/or Constitutionally protected right to trial by jury of one's peers.
- f. failure to produce any evidence whatsoever against Claimant.

L. Claimant is entitled to a "court of record" as part of a republican form of government conceded in the U.S. Constitution. Black's Law dictionary (4th Ed.) defines a "court of record" to be, among other qualities, one which uses the common law, common law being the only law at the time of the Constitution. Any subsequently enacted federal or state "code" is incapable of amending the Constitution. Because they do not follow common law or any Constitution, respondents Meriweather, Howell, and Mehta are NOT employees of a court of record regardless of whether they keep records or represent that they are courts of record.

M. Respondents Meriweather, Howell, and Mehta are agents of either the corporation CITY OF WASHINGTON (Dun & Bradstreet # 073010550) DISTRICT OF COLUMBIA (Dun & Bradstreet # 949056860) or of one of the corresponding federal parent corporations. When acting in such representative capacity, they have jurisdictional authority only over persons and activity taking place within federal or state corporate territories. Claimant's surety is being held in a location that is not located within any federal or state corporate territory. Claimant as well as respondents Meriweather, Howell, and Mehta are all sojourning on the land that is not corporately owned. Respondents have no territorial jurisdiction over such territories not owned by any corporation.

N. Claimant was fraudulently induced to tolerate respondent Josh Uller, a BAR attorney as a proximate result of being falsely informed that he had little choice to refuse his appointment to "represent" him. Claimant's initial toleration of Uller as his attorney was also fostered by his reasonable belief that Uller had taken a meaningful oath to the Constitution, the duress induced by his terror for his safety, which all respondents, aside from Cabbage, fostered in him, as well as all respondents, aside from Cabbage, fraudulent concealment of the fact that having such attorney would create the factually false presumption that the claimant was incompetent or a ward of the state according to Black's Law (4th Ed.). Now, claimant has been forced to take on a standby Counsel Nicole Cabbage to proceed Sui Juris despite claimants' initial objections.

O. Claimant was denied a common law right to trial by a jury of his peers, as enshrined both in the Constitution and at common law, because respondent Mehta, who surpasses claimant in his knowledge of corporate code fraudulently concealed from claimant the existence or applicability of those codes.

P. Claimant was never lawfully entrusted to the State despite the State's corporate fiction that his mother's and/or father's signatures on his birth certificate had that effect and the rebuttals of such fictitious presumptions contained in the birth certificate documents for the estates of claimant. Claimant's affirmation attached hereto refers to his rebuttal of all of the presumptions of said birth certificate documents and any notion that the document(s) created any *parens patriae*, *in loco parentis*, or other fictitious presumptions.

Q. Caselaw from the corporate system that employs respondents admits that no sanctions can be imposed by a "court" absent proof of subject matter jurisdiction with the burden of proof falling on the plaintiff. No such proof was ever adduced. Respondents Nestler and Rakoczy have yet to produce a plaintiff with first-hand knowledge who will show up on the witness stand to testify to a verified claim.

R. No due process, whether in the Constitutional or the higher common law sense of the similar term, due course of law, was accorded to Claimant in that respondent Meriweather, Parker, Nestler, and Rakoczy participated in and/or aided and abetted in conspiracy with claimants employer to kidnap him causing irreparable harm to Claimant despite no evidence Claimant had harmed anyone or destroyed anyone's property, despite the absence of intent to commit a crime, and despite the absence of even any corporate "order" purporting to authorize said harm, without any opportunity for a trial by a jury of claimant's peers, without any opportunity to cross examine witnesses against him had any been provided, and without providing Claimant with any reasonable opportunity to refute any allegations there might have been against him.

S. Respondent Meriweather ratified the participation of respondent Parker in the groundless abduction of claimant In November 2021. THE FEDERAL BUREAU OF INVESTIGATIONS [FBI] (Dun & Bradstreet # 878865674) has no authority to pursue a man as it is a corporate fiction and has no de jure Congressional Charter. Respondent Parker is hereby required to produce said charter, if it exists, to prove the authority it has to stalk, conspire against, entrap, harass, and kidnap claimant.

T. Respondents fraudulently concealed from Claimant the fact that the statutes which they purport or have purported to apply to him as a man, are not law, but merely corporate bylaws that do not apply to him, as he is not a legal fiction "person" or U.S. citizen.

U. Claimant may be punished or otherwise harmed for any presumed "status" (such as "person") which the corporate "court" assigned to claimant particularly where the term "person" is some sort of status so unconstitutionally vague as to be incomprehensible. *Robinson v. California* 370 U.S. 660 (1962) (State statute which imposes criminal penalties based on status "inflicts a cruel and unusual punishment in violation of the Fourteenth Amendment.").

V. The corporations employing had no authority/jurisdiction over Claimant as a man, even under contract theories, because corporations cannot contract with living men and woman without full, fair, and honest disclosure. Any deemed "presumptions" or "consent" by claimant to such corporate jurisdiction could not have ever occurred without such disclosures.

W. Respondents Meriweather, Howell, and Mehta work for a corporation or corporations which share financial interests with other respondent-agents of the same or contractually connected employers, thereby preventing said Meriweather, Howell, and Mehta from being able to serve as judges of their own interests legally or lawfully.

III. NOTICE OF CONDITION PRECEDENT

A. Since the 1935 enactment of the corporate bylaw known as the Social Security Act, and the implementation of state issued Birth Certificates, state corporate entities have been assuming the unconstitutional supreme authority over all boys and girls through their corporate mandated Birth Certificates. The legal fiction behind this usurpation of authority is known as *parens patriae*, a corporate created fiction that has since been enacted into corporate bylaws known as state "statutes" and "code".

B. When the claimant's natural mother heeded the coercive, deceptive, and fraudulent efforts of hospital employees to sign the corporate STATE's birth certificate, she did so without full disclosure to her of the corporate State's presumptions that would attach to that act, including without limitation the false presumptions that claimant was abandoned and/or were born out of wedlock. While the corporate STATE may own the Birth Certificate, which it created, it did not gain ownership of the claimant as a baby, which it did not create.

C. This Notice also serves to amend the Certificates of Live Birth created for Claimant, who were all born on the land and not subject to any presumed maritime or admiralty jurisdiction. This Notice further rebuts any presumption that Claimant granted the corporate STATE parental authority under *parens patriae* or any other corporate doctrine, over him.

D. Once hospital agents transferred or sold the Certificate of Live Birth to the corporate state known as STATE OF FLORIDA (Dun & Bradstreet # 004078374), they are then fraudulently and with no notice to or consent from claimant's mother, created a presumed estate known as a legal fiction "person" for claimant JAMES DELISCO BEEKS born JUNE 7, 1972, via their birth registrations and certificates.

E. Parents are not lawfully enabled without their knowledge or consent to indent, pledge, conscript, or otherwise enter their sons and daughters into any form of bondage, debt, peonage, or enslavement. Any and all relinquishments of individual or parental rights must be voluntary, fully disclosed, and completely enumerated. The real natures and actual identities of all parties to any custodial, commercial, or grant contract of any kind whatsoever, such as an agency appointment, must in all details be fully revealed and disclosed, explicitly discussed, explicitly agreed upon, and voluntarily entered into by all parties. "Consent" to terms and conditions of a contract that are undisclosed is meaningless and evidence of fraud. Any contracts failing these requirements and merely being presumed to exist via tacit agreements, third party representations, or presumed or compelled benefit are null and void, once rebutted, as the undersigned man is doing by means of this Notice and Affirmation.

IV. NOTICE OF ACCEPTANCE OF CONSTITUTIONAL OATHS OF OFFICE

A. All respondents who swore oaths to the Constitution are hereby Noticed that this notification is not directed to the legal fiction, but to respondents all as men and women, in their private capacities as non-fiction human beings who have sworn Oaths of Office, and who, by virtue of those Oaths, if legitimate, have a mandate to serve the People who are of the Public.

B. The People's contracts, being the Ancient Charters and Statutes confirming the liberties of the subjects, the Declaration of Independence, Biblical Law, Magna Carta, Treaty of Paris 1783, the Maxims of Common Law, the original Constitution for the united States of America, the Constitution of the United States of America with the Bill of Rights, the 1803 and subsequent Florida Constitutions, and every additional ordinance of man that inherently recognizes the supremacy of God and of the pre-eminence of His Law, together with the Constitutionally mandated Oaths of Office of the above named respondents, constitute an irrevocable and unconditional acceptance of the offer of government officers and agents to act, or refrain from acting in a specified way toward the people, and for other purposes, and is binding upon those who choose to be subject to it, accordingly as said Constitutionally mandated Oaths of Office have so bound any and all PUBLIC SERVANT's of our lawful government of the People, of which claimant James Beeks is a member.

C. Be it therefore known by these presents that Claimant does hereby give formal Notice of Acceptance of any and all Constitutionally mandated Oaths of Office of the above-named respondents who swore oaths. The said Oaths of Office constitute their open and binding and irrevocable offers, to which Claimant's acceptance does hereby ratify into firm binding, private, bilateral contracts between each respondent and Claimant, by which each respondent agrees to uphold the original constitution for the united States of America, including without limitation the Bill of Rights, and to be prohibited from infringing upon any of Claimant's unalienable rights.

D. Claimant's Notice of Acceptance of respondents' Oaths of Office is made in good faith and, to the extent applicable, thereby creates a contract between respondents and Claimant, now irrevocably consummated, and in reliance on respondents' knowledge of corporate bylaws, their power to stop a wrong, where such a wrong results in, or causes any deprivations to claimant's common law rights, which include Claimant's first and second amendment rights, Claimant's religious freedoms, Claimant's state and federal Constitutionally protected rights, Claimant's natural rights and liberties, and right to travel freely. The deprivation of which in whole or part, shall be deemed a breach of contract, a violation of substantive due process, a breach of public trust, and a breach of fiduciary duty, for which respondents, or any of them, may be held liable, without further notice.

E. NOTICE OF DENIAL OF CONSENT TO ACT ON HIS BEHALF

The attorney-client relationship is conditionally consensual. Claimant hereby gives Notice that respondent Cabbage has no authority to act on Claimant's behalf written or verbal to presume Claimant to be a child, a ward of the state, or incompetent, as he is fully capable of managing his own legal and lawful affairs. Respondents Uller and Ettinger have never been his agents, and claimant hereby disavows any representations, concessions, or commitments each may have made on his behalf during the time they purported to "represent" him.

F. REBUTTAL OF PRESUMPTIONS OF CONSENT TO *DE FACTO* TRIBUNAL'S PROCESS

(1) Claimant reserves his natural common law right not to be compelled to perform under any contract that claimant did not enter into knowingly, voluntarily, and intentionally, following full disclosure of relevant facts. And furthermore, Claimant does not accept the liability associated with the compelled and pretended "benefit"* of any hidden or unrevealed contract or commercial agreement. No such presumed contracts are applicable to Claimant as he is not a legal fiction "person" or U.S. citizen. Any presumed participation in any of the supposed "benefits" associated with these hidden "contracts" was induced by duress, threats of violence, and the absence of any practical alternative. Any such participation does not constitute "acceptance" in contract law, because of the absence of full disclosure of any valid "offer," and voluntary consent without misrepresentation or coercion. Without a valid voluntary offer and acceptance, knowingly entered into by both parties, there is no "meeting of the minds," and therefore no valid contract. Any supposed "contract" is therefore void *ab initio*.

(2) Claimant reserves his right to choose when to allow any legal fiction entity within his control to be in contract with a corporation. *Merrion v. Jicarilla Apache Tribe*, 455 U.S. 130, 144-148 (1982)("to presume that a sovereign forever waives the right to exercise one of its powers unless it expressly reserves the right to exercise that power in a commercial agreement turns the concept of sovereignty on its head.")

(3) This Notice further informs each respondent that any and all information contained within any of your files pertaining to Claimant is particularly unique, and uniquely belongs to Claimant. All information associated with Claimant including but not limited to his name(s), accounts, addresses, phone numbers, email, social media, websites, and associated identity numbers, and related information is personal, confidential, and uniquely the Claimant's. As such, arrangements must be made with Claimant to use or store such information. Any permission and/or authorization any respondent may think he or she may have had to the use and/or storage of such information, is hereby revoked. No respondent is authorized or has permission to use, for any reason, a number similar to such number the Social Security Administration may have assigned to the estates or trusts created for Claimant.

Furthermore: Respondents are each hereby ordered to forward and advise Claimant of any and all inquiries made regarding data or information which another party may have about claimant. Since Claimant hereby requires each respondent to purge his or her records of any data and/or information regarding claimant each respondent is further required to stop selling, trading in, and/or sharing such information with any other man, woman, legal fiction person or entity.

VIII. NOTICE OF UNANSWERED BILL OF PARTICULARS

- A. Respondents Nestler, and Rakoczy has failed to answer questions in the Bill of Particulars sent on 12/8/22 via email and certified mail return receipt 7022 2410 0001 4259 9163 received by the court on 12/14/22. Claimant is giving one more opportunity in this notice to said respondents to answer the questions for full disclosure of the case claim(s) by the indicated date below.

VIII. NOTICE OF POTENTIAL LIABILITY

A. All living men and women as well as all legal fiction persons, government agencies and private organizations who are in contractual relations with any respondent above named and which contracts pertain to the living man, James Delisco Beeks, will be fully liable for any trespass upon his rights, including violations, intrusions, harm, or negative consequences caused or made possible by further acts taken after this date, whether those negative consequences are justified by corporate bylaws known as statutes or not.

B. The above 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.

James Delisco Beeks,
[c/o] 8815 Conroy-Windermere Road. #296
Orlando, Florida [32835]

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

I, James 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 7th day of February 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.

Seal



[Signature]

Witness

Date: 2-7-23

[Signature]

Witness

Date: 2-7-23

SWORN DECLARATION and AFFIRMATION of Claimant James Beeks

Status and standing

1. i, James Delisco Beeks, am one of the People or their posterity referred to in the Preamble to the U.S. Constitution. i am domiciled upon the land of Florida, and i have the right to "define the moral, political, and legal character" of my life, as has been conceded by William Clinton, the Chief Executive Officer of USA, Inc. (Dun & Bradstreet # 052714196) per Executive Order 13132 Sec. 2(d) (8/10/99). i am of sound mind, being over the age of 21 upon my birthday on June 7, 1993.

2. i am not a "citizen", "person", "resident" or employee of the entity variously known as UNITED STATES, united States of America, United States of America, UNITED STATES CORPORATION COMPANY, USA, Inc.(Dun & Bradstreet # 052714196), and/or its subsidiaries, affiliates, franchisees, or contractors, whether known by other names and/or legal fictions.

3. i may not be presumed to be a surety for any "debt" which respondents or their fellow corporate LOCAL, STATE, FEDERAL, or TERRITORIAL employees may have in the past created or will in the future create. Any presumption to the contrary is incorrect, inapplicable to me or them, void and a nullity.

4. i do not waive any rights, remedies, or defenses whether statutory or procedural. i do not consent to the abduction and storage of myself to be the surety for any corporation's debts.

5. i am not chattel property, a transmitting utility, a British or Vatican subject, employee, or agent of the STATE OF FLORIDA corporation (Dun & Bradstreet # 004078374), of the corporation known as UNITED STATES (Dun & Bradstreet # 052714196) or of any other corporate government. I am not an enemy of the STATE, a *cestui que vie* trust, a vessel, lost or misplaced cargo, a legal fiction person, corporation, ship, dead body or slave.

6. i am competent to state the matters set forth in the Notice herein.

7. i have knowledge of the facts stated in the Notice herein.

8. i am flesh and blood and hereby deny consent to respondents to proceed against me, whether or not under the auspices of the referenced corporate item numbers 21-MJ-533, 21-sw-397, 21-sw-296, 1:21-mj-0060, 21-cr-18-19, &1-21-cr-0028 APM because not one of the above-named respondents as agents, employees, or contractors is lawfully authorized to act on behalf of any legitimate non-corporate *de jure* court of record.

9. i never consented and do not now consent to the monetization of any legal fiction entities deemed to have been created by the various spellings or stylings of my name by respondents' corporate employers or principals. By creating such securitization of my signatures without my consent, respondents are harming me by converting my property to the use of others, and by committing common law trespass upon my rights.

Said trespasses include without limitation the common law crimes and torts of kidnapping and conversion.

10. I never consented and do not now consent to any inference from any respondent or from the *de facto* tribunal that by my mother signing the birth certificate, which she was pressured to sign under duress for me, that she thereby consented to placing me under the authority of the corporate STATE. Respondents are fully aware that Claimant never had any such intention but are benefiting financially by harming me and committing common law torts of kidnapping, false imprisonment, and trespass upon my rights.

11. Respondent Mehta is an agent of a for-profit corporation as set forth above, dependent on income from contracts, grants, fees, and bonds. In the absence of consent from me, his authority to act as Constitutionally authorized judge is non-existent and any purported orders issued are void due to absence of subject matter jurisdiction. Continuing to act outside his corporate job descriptions may subject respondent Mehta to personal liability for acts committed *ultra vires*, because as flesh and blood men or women working as employees or contractors of the for-profit corporations indicated hereinabove, he has no more authority to sit in judgment of another man than does any other corporate employee or contractor.

12. Respondents, although they have access to information which has been concealed from me, have consistently refused to disclose to me, the true corporate status of the entities known as THE UNITED STATES DISTRICT COURT FOR DISTRICT OF COLUMBIA CIRCUIT (Dun & Bradstreet # 052714196), UNITED STATES DEPARTMENT OF JUSTICE (Dun & Bradstreet # 011669674), UNITED STATES ATTORNEY OFFICE (Dun & Bradstreet # 048158793), THE FEDERAL BUREAU OF INVESTIGATIONS [FBI] (Dun & Bradstreet # 878865674)

13. Respondents have all acted in violation of my rights as a man to be secure in my private capacity pursuant to common law and the 4th Amendment to the U.S. Constitution. Respondents have at no time demonstrated that there was any probable cause to invade the sanctity of my being. Respondents have persistently failed to adduce any evidence whatever that I caused visible or other signs of harm from any intentionally inflicted physical injury to any man or woman or property.

14. All prior participation by me in such corporate proceedings was induced by duress, intimidation, and coercion induced by respondents' threats and acts of common law trespass including kidnapping, invasion of privacy, stalking, harassing, intimidating, and defaming. Malfeasance occurs when the act is intentional, Nonfeasance is a failure to act when action is required, and by respondents' fraudulent misrepresentations of legitimate Constitutional authority.

15. Authorization for sharing of personal and private information may only be given by the originator and subject of that information. That authorization is hereby denied and refused with regard to me.

16. i deny that i performed any acts constituting consent any of the actions of the respondents. Whatever consent respondents or any of them may attempt to deem that i provided, is vitiated by the fact that respondents fraudulently concealed the nature of their *de facto* tribunal they refer to as a "court".

17. It is a fundamental maxim that even if consent had been provided, it is not sufficient to bestow subject matter jurisdiction when none existed.

18. i stand on my right to have the above referenced dispute, if any, adjudicated by a common law court of record, not a corporate, *de facto* tribunal called a "district court", or "bankruptcy court". i therefore specifically refuse to consent to being subject to any further proceedings before the corporate tribunal known as the UNITED STATES COURT FOR DISTRICT OF COLUMBIA CIRCUIT Dun & Bradstreet # 611934746.

19. 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.

20. Any use by me of a corporate notary public or standby counsel verification is for identification and confirmation purposes only and confers no subject matter or personal jurisdiction on anyone, anywhere.

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

NOTARIAL ACKNOWLEDGEMENT

I, James 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 herein, that they 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.

By: Claimant James-Delisco:Beeks

James-Delisco:Beeks
Living Soul. Seal

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 ORANGE county, Florida on this 7 day of Feb. in the Year Two Thousand and 23.

State
County

) Florida
) ORANGE

Notary Public for

Leroy R Beam

My Commission expires

4-1-2026



(Seal in Above Space)