

Ohio Circuit Court of Record  
seated at Chillicothe



Filed of Record

SEP 24 2021

Ohio Circuit Court of Record

Luciana Constantino, *sui juris*  
As the living woman and next friend

)

Claimant

-vs-

)

Thomas Desmarteau, the living man,  
[c/o] 5555 Powers Boulevard,  
Parma, Ohio [44129]

)

Case No.

21-CUY-001

Marty Vittardi, the living man,  
[c/o] 5555 Powers Boulevard,  
Parma, Ohio [44129]

)

PETITION FOR JUDGMENT  
ON DEFAULTED CLAIMS

John Spellacy, the living man,  
[c/o] 5555 Powers Boulevard,  
Parma, Ohio [44129]

)

Thomas Conway, the living man,  
[c/o] 5555 Powers Boulevard,  
Parma, Ohio [44129]

)

Timothy Dobeck, the living man,  
[c/o] 5555 Powers Boulevard,  
Parma, Ohio [44129]

)

Timothy Gilligan, the living man,  
[c/o] 5555 Powers Boulevard,  
Parma, Ohio [44129]

)

Michael Maloney, the living man,  
[c/o] 23969 Stonehedge Drive,  
Westlake, Ohio

)

Thomas Siedlecki, the living man,  
[c/o] 5555 Powers Boulevard,  
Parma, Ohio [44129]

)

Dean DePiero, the living man,  
[c/o] 5555 Powers Boulevard,  
Parma, Ohio [44129]

)

Respondents.

I COMES NOW the above-named Claimant, Luciana Constantino and states as follows:

1. Attached are true and correct copies of a series of three (3) Notices served upon the above-named respondents, along with affidavits and exhibits demonstrating that each respondent was served at least twice and in most instances 3 times with each of said Notices.
2. The aforementioned series of three (3) Notices, with affidavits and exhibits, has been marked as Claimant's Exhibit A, attached hereto.
3. The facts set out in the Notices, all of which are supported by affidavit, demonstrate that respondents are all agents of the corporate tribunal doing business under the name PARMA MUNICIPAL COURT, hereinafter the "Parma tribunal", or its associated corporations, said Parma tribunal bearing the Dun & Bradstreet identifying number or numbers as set out in the first page of the first Notice contained in Exhibit A.
4. All respondents have failed to dispute any of the verified facts stated in Claimant's notices. See Exhibit A attached hereto. Respondents Desmarteau, Vittaradi, Spellacy, Conway, Dobeck, and Gilligan have all had three (3) reasonable opportunities to do so but have failed to respond in any manner, despite multiple notices that failure to respond would result in judgment against them.
5. The attached Exhibit A constitutes Claimant's Notices with supporting affidavits establishing irrefutable proof that none of the respondents denied any of the allegations contained therein and thereby are in default as defined in the Notices.
6. Exhibit A establishes that no respondent had any subject matter jurisdiction or other authority to interfere in any manner with Claimant's life or her freedom of movement, or to demand extortion fees accompanied by actual kidnapping and false imprisonment on June 1, 2021, followed by now ongoing threats of a second kidnapping, as described more fully hereinbelow.
7. The June 1, 2021, June 8, 2021, and June 17, 2021 Notices, each supported by affidavit, established the absence of subject matter jurisdiction over Claimant and the fact that she was and remains a woman who had caused no harm, loss, or injury to anyone nor even been accused of harming or endangering anyone. Respondents have all chosen to refuse to rebut Claimant's claims.
8. The affidavits contained in Exhibit A attached hereto establish that Claimants and Respondents, by their refusals to respond and by their continuing acts in spite of their admitted lack of authority to do so created a Binding Judgment and contract between Claimant and respondent by which respondents agreed to be liable as indicated therein.
9. The attached set of Notices, with affidavits, also establishes that respondents Maloney, Siedlecki, and DePiero have each been personally served with two (2) of the notices, and that all three notices were also served upon respondents Maloney, Siedlecki, and DePiero at the time of service upon Desmarteau, Vittaradi, Spellacy, Conway, Dobeck, and Gilligan.

10. The verified facts established by the attached copy of Exhibit A, and never refuted by any respondent, despite multiple opportunities to do so, as well as the attached Exhibits B (an audio file) and C (a video file), may be accurately summarized as follows:
  - a. Respondent Desmarteau originally assaulted and detained Claimant on the roadway known as Pearl Road on or about April 23, 2021 and handed her a document referred to as a “ticket”, which falsely accused the entity known as LUCIANA CONSTANTINO of one of the corporation’s “non-jailable” traffic offenses. Said “offenses” apply only to legal fictions known as “persons”. According to the usages of respondents and their fellow agents, the term “persons”, which they represent by use of the all capitals name, does not refer to living people. Respondent’s “ticket” also threatened Claimant with physical abduction for failure to enter the tribunal facilities being operated by respondents in furtherance of an extortion scheme or “speed trap” as described at paragraph II of Claimant’s 6/1/21 Notice.
  - b. None of the respondents ever provided any testimony or sworn statement alleging that Claimant had caused injury, harm, loss or threatened injury, harm, or loss to any living being.
  - c. On or about May 11, 2021 under threat of violence contained in the “ticket” respondent Desmarteau delivered to her on April 23, 2021, Claimant attempted to enter the public courthouse, which is currently under the control of respondents and their agents on that date, but was denied entry because of respondents’ unlawful demands that she wear a medically harmful facial covering.
  - d. On or about May 25, 2021 under continuing threat of violence contained in the “ticket” delivered to her on April 23, 2021 by respondent Desmarteau, Claimant again attempted to enter the public courthouse, which had then somehow become available to unmasked people. During the May 25, 2021 proceedings respondent Spellacey insisted on entering a plea of Not Guilty on Claimant’s behalf, to which she objected.
  - e. Respondent Vittardi and his agents have been and continue to create publicly displayed corporate records, which they post onto their online “docket” as to the speeding matter bearing corporate item number 21 TRD 04900, but omitted Claimant’s May 25, 2021 objection to respondent Spellacey’s presumption of authority to “enter a plea” on Claimant’s behalf. The June 2, 2021 affidavit of Kelley-Richard Diehl from Exhibit A corroborates the truth, i.e. that Claimant never consented to Spellacey’s entering of any “plea” for Claimant.
  - f. On or about June 1, 2021 under continuing threats of violence, and after having provided written Notice to respondents that they lacked subject matter jurisdiction or other authority to detain or otherwise harm her, Claimant Luciana Constantino again returned to the public courthouse being operated by respondents’ corporate employer or employers.
  - g. During said June 1, 2021 proceedings, respondent Gilligan, while posing as a “judge”, became irate when he was unable to threaten and coerce Claimant, the living woman Luciana Constantino, into saying that she was LUCIANA CONSTANTINO. See audio Exhibit “B” attached hereto corroborating the unprovoked nature of the hostility respondent Gilligan displayed against Claimant on June 1, 2021 when he ordered her kidnapping and the multiple batteries which the Siedleck-supervised agents inflicted.

- h. During said June 1, 2021 proceedings, when Claimant attempted to answer respondent Gilligan's questions by explaining how she spelled her name, respondent Gilligan became visibly and audibly irate and ordered other armed agents of one or more of the interconnected PARMA corporations to physically seize and abduct Claimant and keep her locked up for thirty (30) days. Respondent Gilligan further stated that the lockup would be "without bond".
- i. The armed agents who followed respondent Gilligan's instructions and kidnapped Claimant on June 1, 2021 were also acting under the immediate supervision of respondent Siedlecki. During the course of the kidnapping, while operating under instructions from respondents Siedlecki and Gilligan, said armed agents inflicted a number of injuries upon Claimant [depicted in the photographs attached to the 6/8/21 Notice from Exhibit A] during their efforts to force her to remove her clothing and to prevent her from telephoning her husband. *See also* attached Exhibit C, which is a video file corroborating the assaults and batteries inflicted upon Claimant during the period from June 1, 2021 through June 2, 2021.
- j. During the period of the June 1, 2021- June 2, 2021 Siedlecki-supervised attacks and batteries upon Claimant, she noticed difficulties moving her arm and asked to be taken to a hospital, where she was shackled to a hospital bed in a painful and degrading manner. Repeated requests to loosen the shackles and cuffs were denied. Hospital agents diagnosed Claimant with paresthesia, a form of nerve damage caused by the Siedlecki-supervised respondents' excessive use of metal handcuffs and shackles. Agents of the hospital as well as Siedlecki's agents continued to treat Claimant in a threatening and degrading manner, causing her further physical and emotional pain, for the next several hours and throughout the early hours of June 2, 2021. When Claimant asked the Siedlecki-supervised assailants to identify themselves, they refused. *See also* Exhibit C attached.
- k. Exhibit A further demonstrates that respondents have all tacitly affirmed that, initially upon respondent Gilligan's ordering of Claimant's kidnapping, Claimant submitted to the Siedlecki-supervised agents' taking of mug shots and fingerprinting because said agents refused to allow Claimant to contact her husband unless she first submitted under duress to said thefts of her identity.
- l. Later in the morning of June 2, 2021 Respondent Conway approached Claimant and, in furtherance of respondents' extortion scheme, proposed to Claimant that in order to avoid the torture that respondent Gilligan had ordered to continue for another 29 days, that Claimant perjure herself and plead guilty to a "loud muffler" charge and to say whatever respondent Gilligan demanded that she say. Rather than risk further injury and torture, Claimant did as instructed.
- m. On June 2, 2021, upon extorting various false statements from Claimant under threat of further violence, respondent Gilligan released Claimant but demanded that she pay a somewhat lower sum as extortion fee associated with the fictitious muffler accusation.
- n. Claimant has not paid the fictitious muffler accusation fee. She has also not returned to any of the facilities being operated by respondents.

11. During the period from June 2, 2021 to the present, Respondent Vittardi, acting on behalf of himself and the other respondents, continued to send threats of further abductions through the UNITED STATES mail to the entity known as LUCIANA CONSTANTINO.
12. Since June 2, 2021, Vittardi-supervised agents and/or contractors, have been inundating Claimant with further threats of kidnapping and increasingly higher extortionate demands for payment. The so-called "warrants" constituting ongoing extortionate demands accompanied by threats of another kidnapping and round of torture are currently being communicated electronically to at least one collection agency and to other members of the STATE OF OHIO cabal of interconnected corporations. Such ongoing threats place Claimant in a constant state of fear and intentionally inflicted emotional distress.
13. Respondents have tacitly admitted on at least two (2) occasions after being personally served with Claimant's claims as set forth in the June 8, 2021 and June 17, 2021 Notices contained in Exhibit A, that Claimant is entitled to compensation in the amount of \$500 per day from April 23, 2021 until June 1, 2021 and an additional \$5,000 per day from June 1, 2021 until such time as their threats cease
14. The allegations of the attached, verified Notices, which were duly served upon the respondents multiple times, as also indicated by affidavit, are now established fact because all respondents have decline to rebut them, despite three (3) or more opportunities to do so.

## II. STATEMENT OF THIS COURT'S JURISDICTION

1. When the original organic 1787 Constitution for the united States of America referred to "law" it referred to common law, not to corporate bylaws. Under common law, and as acknowledged even in the corporate system, for every right there must be a remedy. Claimant claims rights under the Creator as a free woman living on the land of Ohio, the original republic. Respondents also are living flesh and blood people living on the land of Ohio, the original republic. As a living soul, Claimant claims her rights to a court of record, which according to admissions contained in Black's Law Dictionary (4<sup>th</sup>), is one that administers common law, not corporate bylaws called statutes, codes, regulations, and ordinances. The corporate tribunals calling themselves "courts" have no authority to subject any living soul to their private enactments applicable only to legal fiction "persons". This Ohio Circuit Court of Record meets the Black's law dictionary definition of "court of record" because it is a court comprised of individually sovereign men and women. It applies common law and equity only to living people and acknowledges the people's right to live without being subjected to harm so long as they harm no one else and so long as they don't knowingly and after full disclosure, subject themselves by contract to some other forum.
2. The Ohio Circuit Court of Record is a common law court and tribunal comprised of Ohioans who have each rebutted the presumptions created by the corporate state's birth registration bylaws, the presumption of being a slave or asset of the corporate state, and who have rescinded any registrations they may have unwittingly signed as voters in corporate elections. Unlike the current corporate tribunals, the Ohio Circuit Court of Record is capable of adjudicating common law claims between living men and women who live on the land, not on

the seas. Unlike the corporate tribunals which employ respondents, this Court is not a corporation, has no profit motives, and does not administer corporate bylaws called statutes except as to living people who agree that said bylaws apply to them. Finally, this court has authority also under God's law acknowledged to be sovereign in the Declaration of Independence and in Congressional Resolution 97-280. The members of this Court have taken sacred oaths to apply the common law and the law of the Creator to all living men and women. Members of the United States Supreme Court once conceded:

“The judgment of a court of record whose jurisdiction is final, is as conclusive on all the world as the judgment of this court would be. It is as conclusive on this court as it is on the other courts. It puts an end to inquiry concerning the fact, by deciding it.” *Ex parte Watkins*, 28 U.S. 193, pp. 202-203 (1830)

The rights conceded to exist once, continue to exist. Claimant's right to have her claims of harm at the hands of the respondents adjudicated in such a court of the republic in which she lives cannot be infringed.

### III. REQUEST FOR SPECIFIC RELIEF FROM THE COURT

As a matter of law and equity and in order to assist respondents in mitigating their liabilities, Claimant further requests that this Court of Record issue Judgment and make orders and findings as follows and as are consistent with her verified claims already defaulted upon, and according to attached Exhibits A, B, and C:

- a. An Order to issue forthwith enjoining all respondents either directly or indirectly through agents, from further communications, publications, or other acts threatening the use of violence based on demands for payment under the auspices of corporate item number 21 TRD 04900.
- b. A judgment in the tacitly agreed-to sums of \$19,000.00 (Nineteen Thousand United States Dollars), representing \$500.00 United States Dollars per day, from April 23, 2021 until June 1, 2021, and \$5,000 (Five Thousand) United States Dollars per day from June 1, 2021 until respondents' extortionate conduct ceases, said judgment to be therefore subject to revision from time to time without further notice to respondents, upon public documentation that respondents' extortionate demands are continuing. Each respondent has already tacitly agreed to be jointly and severally liable for any such judgment in the form of United States Dollars, said sums to be due and owing by each said respondent, jointly and severally, upon any finding or judgment of liability using the agreed-to definition of a dollar as a measure of weight according to the Coinage Act of 1792 and 1900, which defines a dollar as being 24.8 grains of gold, or 371.25 grains of silver.
- c. An Order issued forthwith requiring respondent Siedlecki and all the respondents to return Claimant's stolen identity documents and her unique DNA, which the Siedlecki agents stole from her even though by doing so they were acting *ultra vires*, i.e. outside of their own procedures described in its corporate statutes, codes, and regulations.

- d. A Court review of the un rebutted evidence presented and the making of findings that respondents' conversion of Claimant's unique DNA, her likeness, and her unique fingerprints, to their own purposes, is not only illegal but that such documents and extracted substances are often used to publicly humiliate those from whom said biological material and evidence is taken without consent, and that respondents therefore be assessed punitive damages in an amount that the Court shall determine.

ORIGINAL VERIFIED

VERIFICATION

I, Luciana Constantino, of lawful age, being first duly sworn upon my oath, state that I am the Claimant above named, that I have read the foregoing Petition for Judgment on Defaulted Claims and know the contents thereof, and that the facts therein set forth are true and correct.

Luciana Constantino Seal  
Luciana Constantino, Claimant

ACKNOWLEDGEMENT

Subscribed and sworn to before me, the undersigned notary public, this 24<sup>th</sup> day of September, 2021 by Luciana Constantino, whose autograph above I witnessed on this date in Cuyahoga County, Ohio.

My Commission Expires: 12/14/2024



ROSE MARY LONG  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Cuyahoga County  
My Comm. Exp. 12/14/2024

Rose Mary Long  
Notary Public

REQUEST FOR SERVICE  
TO THE CLERK;

Please issue service of the above Petition with its paper document attachments upon respondents by personally serving them each at the addresses indicated hereinabove for each.

Luciana Constantino  
Luciana Constantino

**NOTICE OF ABSENCE OF SUBJECT MATTER JURISDICTION, NOTICE OF LIABILITY, NOTICE OF ABSENCE OF AUTHORITY TO DETAIN, DENIALS OF CONSENT, FEE SCHEDULE, AFFIDAVIT, AND EXHIBIT**

June 1, 2021

From:

Luciana Constantino, the living woman, *sui juris*

[c/o] 4037 Rocky River Drive Number 28  
Cleveland, Ohio [near 44135]

To:

Thomas Desmarteau, the living man, also being employee, contractor, or agent of PARMA POLICE DEPARTMENT bearing Dun & Bradstreet No. 045433217, doing business as PARMA CITY OF (INC), bearing Dun & Bradstreet No. 040887635 also being employee, contractor, or agent of PARMA MUNICIPAL COURT, doing business as PARMA CITY OF (INC), bearing Dun & Bradstreet No. 040887635  
[c/o] 5555 Powers Blvd. Parma, Ohio [44129]

Marty Vittardi, the living man, also being employee, contractor, or agent of PARMA MUNICIPAL COURT, doing business as PARMA CITY OF (INC) bearing Dun & Bradstreet No. 040887635  
[c/o] 5555 Powers Blvd. Parma, Ohio [44129]

John L Spellacy, the living man, also being employee, contractor, or agent of PARMA MUNICIPAL COURT, doing business as PARMA CITY OF (INC) bearing Dun & Bradstreet No. 040887635  
[c/o] 5555 Powers Blvd. Parma, Ohio [44129]

Thomas E Conway, the living man, also being employee, contractor, or agent of PARMA MUNICIPAL COURT, doing business as PARMA CITY OF (INC) bearing Dun & Bradstreet No. 040887635  
[c/o] 5555 Powers Blvd. Parma, Ohio [44129]

Timothy G Dobeck, the living man, also being employee, contractor, or agent of PARMA MUNICIPAL COURT, doing business as PARMA CITY OF (INC) bearing Dun & Bradstreet No. 040887635  
[c/o] 5555 Powers Blvd. Parma, Ohio [44129]

Timothy P Gilligan, the living man, also being employee, contractor, or agent of PARMA MUNICIPAL COURT, doing business as PARMA CITY OF (INC) bearing Dun & Bradstreet No. 040887635 [c/o] 5555 Powers Blvd. Parma, Ohio [44129]

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL; NOTICE TO  
PRINCIPAL IS NOTICE TO AGENT**

**RESPONDENTS WILL BE DEEMED TO CONSENT TO AND ACCEPT  
ALL TERMS OF THIS NOTICE AND OFFER TO CONTRACT BY (A)  
SILENCE; BY (B) CONTINUED DEMANDS FOR PAYMENT  
ACCOMPANIED BY THREATS OF "ARREST", OR BY (C) CONTINUED  
DEMANDS FOR PAYMENT ACCOMPANIED BY THREATS OF MASK  
SUFFOCATION**

**THIS IS A SELF-EXECUTING CONTRACT**

PRELIMINARY NOTICE. This document and attachments are presented with  
honorable, peaceful intentions, and are expressly for your benefit to provide each  
respondent with due process according to the due course of Common Law and with a  
good faith opportunity to provide verified facts specifically refuting the statements  
contained herein.

Corporate Identifier: 21 TRD 04900

**NOTICE AND DECLINE OF OFFER**

**I.PREAMBLE:**

**A.NOTE ON MEANING OF TERMS USED HEREIN:** Notwithstanding any agreement, course of dealing, or usage of trade to the contrary, the undersigned does not understand, nor is she 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 dictionary. Unless otherwise specified herein, terms used herein, including legal fictions, which may have particularized meanings among the employees of the corporate employers set forth hereinabove, are being used as the undersigned understands them and according to their ordinary and plain meanings and/or as defined by the 1828 Webster's dictionary.

**B.AGREEMENT & WAIVER OF RIGHTS:** If any respondent agrees with all of the statements contained in the within Notice, he or she need 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 undersigned and respondent's waiver of any and all rights, remedies and defenses of protest, objection, rebuttal, argument, appeal and controversy for all time. Each respondent agrees that his or her agreement, having been granted knowingly, voluntarily and with full disclosure, settles all matters finally and forever, and cannot be withdrawn.

**C.DISAGREEMENT & FAILURE TO RESPOND:** Respondents may disagree with any of the terms of the Notice by stating a verified claim with particularity. 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 any 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 *de facto* tribunal as the undersigned may select.

**D.OFFER OF IMMUNITY—STATING A CLAIM:** Any respondent may avoid all liability and obligations under this Notice by simply responding no later than by 5 p.m. PT 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 any claim any man or woman may have against the undersigned or the all caps name resembling his. The statement must be sworn to be true, contain a notary jurat, and be supported by certified factual evidence and verified proof. Alternatively, respondent may respond with a point-by-point rebuttal of the Notice, sworn to be true, to which he or she attaches certified factual evidence. 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.

**E.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 Rose Mary Long no later than 5:00 PM on the Effective Date.

**F.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. The above respondents agree that failure to respond conveys his or her agreement with all of the terms and provisions of the Notice.

**G.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.

**H. TACIT AGREEMENT:** Respondents may admit to all statements and claims in the Notice by either (a) remaining silent or (b) continuing efforts to pursue the corporate item number indicated hereinabove, not against the legal fiction, but against Claimant,

the living woman, by means of either (i) continued demands for payment accompanied by threats of "arrest", or by (ii) continued demands for payment accompanied by threats of mask suffocation.

I. The parties herein agree that any respondent's 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.

**J.EFFECTIVE DATE/RESPONSE:** Response must be by the effective date, which is seven (7) 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:

Rose Mary Long, [c/o] [REDACTED]  
[REDACTED]

## II. NOTICE OF ABSENCE OF SUBJECT MATTER JURISDICTION OR OTHER AUTHORITY, AND DENIAL OF CONSENT

A. At or about 5:50 PM on Friday, April 23, 2021, claimant Luciana Constantino, while presenting no unreasonable risk to property, human life or safety, exercised her unalienable right to travel in her personal conveyance on a public road named Pearl Road, at a time when other conveyances and human beings were present on the roadway.

B. Also on or about April 23, 2021 near the same time and the same location, respondent Thomas Desmarteau, while acting as a code enforcer and while generating revenue for his corporate employers hereinabove named above, interfered with Claimant Constantino's lawful use of the public road by creating an artificial roadway emergency by pursuing her with sirens and lights flashing.

C. As soon as respondent Desmarteau initiated his pursuit, Claimant Constantino immediately stopped her automobile. Respondent then had a discussion with Claimant and handed Claimant an unsigned ticket directed to a legal fiction, a copy of which is attached hereto.

D. The ticket, as well as other communications sent to Claimant from respondents to the legal fiction they label as LUCIANA CONSTANTINO, contain threats to Claimant that said respondents or their agents will violently abduct her and keep her from her family if she fails to pay them and/or participate in their corporate proceedings, having corporate identifier numbers P2103697 and: 21TRD04900

E. Not one of the above named respondents have ever, even to this date, presented Claimant with any affidavit or transcript of sworn testimony alleging that Claimant caused or threatened harm, loss, or injury to any man, woman, boy, or girl.

F. No probable cause affidavit executed by a man or woman having actual personal knowledge of the facts occurring on April 23, 2021, nor any charging instrument supported by any such affidavit, has ever been presented to Claimant Constantino, or been known to exist.

G. Claimant is not an employee, agent, contractor of any of the entities known by various versions of the name CITY OF PARMA or the corporate tribunals it runs.

H. Claimant has never consented to submit to the corporate authority or entitlements which respondents have claimed or continue to claim against the entity LUCIANA CONSTANTINO.

I. No sworn testimony by anyone having actual personal knowledge of the facts occurring on April 23, 2021 was ever offered during the May 25, 2021 corporate proceedings Respondent Spellacy conducted under the auspices of being an "arraignment". Respondent Spellacy, over the objection of Claimant and without any power of attorney to do so, took it upon himself to enter a plea of not guilty on her behalf and in spite of her objection to such action.

J. Respondents Desmarteau and Spellacy, while serving as agents of their private, for-profit corporate employers, fraudulently concealed from Claimant Constantino both the corporate nature of that tribunal or the fact that no court had lawful authority to keep her detained in the absence of any evidence whatsoever that Claimant had harmed anyone or presented an unreasonable risk to anyone at or near the time Respondent Desmarteau created the roadway emergency on April 23, 2021.

K. Respondents Spellacy, Dobek, Conway, and Gilligan in addition to many of the other agents operating in the above referenced county corporate tribunal, 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 still in effect, 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 retain 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.";

L. The county corporate tribunal and its agents have no sovereignty over Claimant and have no greater right than a private citizen. Neither the municipal corporate tribunal nor the county corporate tribunal is a "court of record" nor a true Constitutional court, thus rendering all its process void *ab initio*. *The Bank of the United States v. Planters Bank of Georgia*, 6 L. Ed. [9 Wheat] 244. 1824.

M. The county corporate tribunal is and was without subject matter jurisdiction to act as a constitutional court pursuant to administrative case number or corporate identifier 21TRD04900.

N. Respondents Spellacy, Desmarteau and Vittardi fraudulently concealed from Claimant the fact that the statutes which they purport or have purported to apply to the legal fiction (a) do not apply to Claimant as a living woman, (b) are not law, and (c) are merely corporate bylaws that apply only to fictions, not to Claimant.

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

### III. FEE SCHEDULE

A. BOND: Respondents have failed to notify the public that any of them have a bond of record even though this is required of them pursuant to their own corporate bylaws called statutes. Given that there appears not be no source of insurance coverage or other indemnification that would compensate Claimant for the harm caused her, and continuing to be caused to her, from April 23, 2021 to date by the acts of respondents in continuing to waste Claimant's time, continuing to threaten her with extortionate demands, and continuing to act on new threats respondents began in May, 2021 when they demanded that Claimant submit to the suffocation imposed by a face mask should she assert her rights to be free of respondents' unsupported claims and threats.

B. CONTINUING HARM: A fee schedule is included herein for the purpose of compensating Claimant for past and continuing harm. The liabilities set forth in the within schedule are based on their multiple tortious acts and other trespasses as set forth herein.

C. Upon a finding, admission, or judgment that respondents committed acts of assault, extortion, attempted extortion, and/or trespass to the common law rights of Claimant, the parties agree that Claimant is entitled to judgment in the sum of \$500.00 United States Dollars per day, from April 23, 2021 until respondents' tortious conduct ceases. Each respondent shall be jointly and severally liable for said daily sum of \$500.00 United States Dollars, said sum to be due and owing by each said respondent, jointly and severally, upon any finding or judgment of liability.

D. FAILURE TO PAY: In the case of failure to pay any fees within thirty (30) days of presentment of a Bill, respondents each agree that his or her property wherever situated is subject to lien, levy, distraint, distress, certificate of exigency, impound, execution and all other lawful, equitable, and/or commercial remedies.

E. ABSOLUTION OF LIABILITY: Respondents are hereby prohibited from directly or indirectly seeking recoupment of losses incurred due to any terms of this Contract, from their customers or constituents. Any respondent will be absolved of all liability, including all outstanding amounts billed, when they cease making extortionate demands as set forth hereinabove.

F. PERSONAL LIABILITY: Claimant herein is entitled to compensation against respondents for their assaults and ongoing acts of attempted extortion. A fee schedule to compensate Claimant for past and future acts is set forth hereinbelow. It is understood that said schedule applies to all respondents as living men and women, not as corporate actors.

#### IV. CONCLUSION

A. The undersigned living woman, Luciana Constantino, hereby declines any invitation or offer which respondents may have extended to the all caps entity, LUCIANA CONSTANTINO, to participate in proceedings they allege will be conducted by or on behalf of one or more of their corporate employers.

B. Respondents may be pursuing the all caps entity, LUCIANA CONSTANTINO, by claiming a corporate code infraction, but have provided no affidavit from any man or woman claiming either that the all caps entity or that Claimant caused any harm, injury or loss to anyone.

C. Claimant has only limited authority to settle claims against the all caps entity, which she did not create. However, in order to do that, respondents must provide the undersigned, via Rose Mary Long, as set forth hereinabove, with a duly executed affidavit executed by a man or woman with personal knowledge and containing facts establishing probable cause to believe that either the all caps entity or that Claimant harmed anyone. If such affidavit is not provided within seven (7) days of receipt hereof, respondents are required to so indicate within said seven (7) days by written correspondence directed to the aforementioned Rose Mary Long by U.S. certified or registered mail.

D. The undersigned Claimant does not consent to participate in proceedings being conducted on behalf of any of the corporate employers set forth above, but is agreeable to participate in any court of record at such time as the aforementioned affidavit of probable cause is produced in a timely manner, as long as Claimant is permitted to participate in any common law grand jury that is called upon to investigate any such alleged harm because the undersigned requires that said grand jury also investigate the conduct of any man or woman who may come in as Claimant's accuser because he or she would be bearing false witness, among other possible crimes.

E. The undersigned requires that upon the failure of respondents and/or their agents to meet the conditions hereinabove set forth, that all matters pending against the all caps entity, if any, be immediately discharged and that any pending balances on her claims discharged.

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

**CLAIMANT'S SWORN DECLARATION**

The undersigned Luciana Constantino, having first been duly sworn upon her oath and under penalty of perjury, states as follows:

*Status and Standing*

1. Claimant Luciana Constantino, the living woman, having been found to have come of full legal age, is competent to state the matters set forth herein.
2. Claimant has knowledge of the evidence supporting the facts stated herein.
3. All the facts herein are true, correct, complete and admissible as evidence, and if called upon as a witness, Claimant or other witnesses would testify to their veracity.
4. Terms not otherwise defined herein shall have the meanings ascribed to such terms as set forth at Sec. I(A) of the Notice to which this Affidavit is attached.
5. Claimant Luciana Constantino hereby reserves her acknowledged right to "define the moral, political, and legal character" of her life, as is conceded in the corporate legal system to be his right per Executive Order 13132 Sec. 2(d) (8/10/99).
6. Claimant is not a legal fiction "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, its subsidiaries, affiliates, franchisees or contractors, whether or not known by other names and legal fictions.
7. Claimant has rescinded by separate Notice, all voter registration documents she may have ever unwittingly signed. He has never participated in any election for U.S. senator or any other act from which could conceivably support any false presumption that Claimant is or ever was a 14<sup>th</sup> Amendment legal fiction U.S. citizen.
8. Claimant may not be considered to be chattel property, a transmitting utility, a British or Vatican subject, employee of the STATE OF OHIO corporation or the UNITED STATES corporation (28 USC 3002 section 15 A), an employee of any corporate tribunal, or of any other corporate governmental entity.
9. Claimant is not a *cestui que vie* trust, a vessel, lost or misplaced cargo, a corporate fiction "person", a corporation, a ship, a dead body, a patient, a client or a slave.
10. Claimant is one of the people or their posterity.

11. Claimant reserves her right to choose when to allow her all caps name entity be in contract with a corporation and when to refuse to do so. *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.)")

12. Claimant hereby affirms that she does not live or work in any federal territory of the District of Columbia, or of the corporate "United States". Therefore no statutes of UNITED STATES or of its subsidiary, STATE OF OHIO, have any authority over Claimant outside federal corporate territory. Claimant's use, if any, of the United States Postal Service or United States Post Office to receive or send mail is under threat, duress and coercion per federal statute asserting that this service must be used rather than private commercial delivery services. The receipt of mail addressed with two letter capitalized federal zone abbreviations (e.g. "OH") or numeric federal zone designations called zip codes does not place Claimant in any federal zone nor federal jurisdiction.

13. Claimant hereby waives, cancels, repudiates, and refuses to knowingly accept any alleged "benefit" or gratuity associated with any "license", number, or certificate she has been coerced to accept. Claimant has previously revoked and rescinded all powers of attorney implied in law or by legal presumption without her informed consent.

14. Claimant hereby affixes her own autograph upon all the affirmations in this entire document with explicit reservation of all her unalienable rights and her specific common law right not to be bound by any contract or obligation which she has not entered into knowingly, willingly, voluntarily, and without misrepresentation, duress, or coercion.

15. Claimant has already repudiated by separate document, any presumptions which may have been deemed to have been created by the birth certificate and certificate of live birth documents.

16. Claimant rarely uses any identification number from any government corporation and only does so for informational purposes and under duress because of the extreme inconvenience of operating without such number in today's marketplace. Claimant's use of any such number is not out of a desire to participate in the corporate system.

17. Claimant uses Federal Reserve Notes to discharge debt only because she has no access to any widely recognized currency. Her use thereof does not make her a surety for any corporation.

18. Any use Claimant makes of a bank account, and the signatures she was coerced to provide to obtain one is due to the absence of reasonable alternatives. Claimant hereby rebuts any presumptions that others may create as a result of any hidden contract behind any signature Claimant may have provided in connection with securing her bank account. Claimant refuses to be obligated to fulfill any hidden or unrevealed contracts whatsoever, due to the absence of full disclosure and voluntary consent.

19. Any tax returns Claimant may have filed in the past, were filed due to the atmosphere of fear and intimidation created by the tax collector and by other agents of the corporate state; not because there is any law requiring Claimant to do so.

20. Claimant uses a driver's license but only in the event she travels for commercial purposes. There is no legal requirement for Claimant to have such a license to travel for purposes of trade, for her own pleasure or that of her family and friends. However, because of the lack of education of code enforcement agents known as "police officers", Claimant uses the license to avoid being subjected to harassment or injury. Therefore, under duress, Claimant carries a "license".

21. Any document Claimant may have ever signed, in which she answered "yes" to the question, "Are you a U.S. citizen?" cannot be used to compromise claimant's status, nor obligate her to perform in any manner. Without full written disclosure of the definition and consequences of such supposed "citizenship," provided in a document bearing claimant's autograph given freely without misrepresentation or coercion, there can be no legally binding contract.

22. Since no hidden, unrevealed, and undisclosed information, if it exists, can be lawfully held to be binding, all certificates and registrations, such as the marriage or birth certificates, are null and void.

23. The attendance of any of Claimant's children in corporate government-supported "public" schools or government-controlled "private" schools does not create any legal tax obligation for Claimant, or any other legal obligation, because Claimant never signed a contract agreeing to such obligation for the coerced so-called "benefit" of public school attendance. Claimant's use of such alleged "benefits" has been under duress only, and with full reservation of all her common law rights. Claimant has waived none of her intrinsic rights and freedoms by her use thereof.

24. If any of Claimant's children have attended government supported "public" or controlled "private" schools, such was done under duress and not out of free will. Be it known that Claimant regards "compulsory state education" as a violation of the natural and universal common law of freedom of choice.

25. Claimant agrees to the Fee Schedule set forth hereinabove to compensate her for the financial harm she has been caused since April 23, 2021, when respondents began to harm her with their unauthorized and unlawful corporate proceedings, and other trespasses to his rights as a living woman.

26. Claimant is not aware of any effort by any respondent to compensate her for the harm any of them continue to cause her, or to mitigate the damage they are causing.

27. 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 the Claimant described herein.

28. Claimant hereby affixes her autograph to all the affirmations in this entire document with explicit reservation of all her unalienable rights and her specific common law right not to be bound by any contract or obligation which she has not entered into knowingly, willingly, voluntarily, and without misrepresentation, duress, or coercion. Any use of a notary public in the past or future is for identification, and such use does not grant any jurisdiction to anyone.

ALL RIGHTS RESERVED

Luciana Constantino  
Luciana Constantino  
With the STATE OF OHIO



ACKNOWLEDGEMENT

IN WITNESS WHEREOF, Luciana Constantino, having first been duly sworn upon her oath, autographed the above and foregoing Notice, dated June 1, 2021, in my presence on the land mass known as Cuyahoga County, Ohio, on this 1st day of June in the Year Two Thousand and Twenty-One.

Leigh Stainbrook Leigh Stainbrook

Notary Public for Lorain County

My Commission expires May 3<sup>rd</sup> 2026



P2103697

X PARMA MUNICIPAL COURT  
X CUYAHOGA COUNTY JUVENILE COURT  
X STATE OF OHIO  
X CITY OF PARMA  
NAME LUCIANA CONSTANTINO

STREET [REDACTED] CLEVELAND OH ZIP 44136  
CITY STATE CLEVELAND OH  
OPERATOR LICENSE / STATE ID# [REDACTED] BIRTH DATE 10/21/65 ISSUE DATE 03/15/21 STATE OH  
CLASS 4 EXPIRES 10/21/23 ENDORSEMENT(s) / RESTRICTION(s) [REDACTED] SS# (last 4 digits) 8 8 2 4  
SEX F HEIGHT 505 WEIGHT 125 EYES BRO HAIR BRO RACE W FINANCIAL RESPONSIBILITY PROOF? ☒ Yes ☐ No ☐ N/A  
AT 17:51:27 AM/PM YOU

TO DEFENDANT: COMPLAINT ON 04/23/21 20 AT 17:51:27 AM/PM YOU  
Operated/Passenger/Parked/Walked a ☐ Passenger ☐ Motorcycle ☐ Bicycle ☐ Other  
☐ Commercial DOT# ☐ >25,001 lbs ☐ <25,001 lbs ☐ >16 Pass. Bus ☐ <16 Pass. Bus ☐ Haz. Mat.  
VEHICLE: YEAR [REDACTED] COLOR [REDACTED] PEARL (M.P.)  
UPON A PUBLIC HIGHWAY, NAMELY LAVERNE IN CUYAHOGA  
AT/NEAR CITY OF PARMA IN COUNTY (NO.), 18 STATE OF OHIO AND COMMITTED THE FOLLOWING OFFENSE(S).  
☒ SPEED: 40 MPH in 25 MPH zone ☐ ORC ☒ ORD ☐ T.P. 333.03B  
☒ Over limits ☐ Unsafe for conditions ☐ ACDA ☐ Stationary ☐ Moving  
☒ Radar ☐ Air ☐ VASCAR ☐ Pace ☐ Laser ☐ ORC ☐ ORD ☐ T.P.  
OVI: ☐ Under the influence of alcohol/drug of abuse. BAC ☐ Prohibited blood alcohol concentration. ☐ Urine ☐ Refused  
☐ Blood ☐ Breath ☐ Years of prior OVIs  
Prior OVIs: # of prior OVIs  
DRIVER LICENSE: ☐ None ☐ Not on person ☐ Revoked ☐ Suspended  
EXPIRED: ☐ <6 months ☐ >6 months ☐ Failure to Reinstate  
Suspension Type:  
SAFETY BELT: Failure to wear ☐ Driver ☐ Passenger ☐ Child Restraint ☐ Booster Seat  
OTHER OFFENSE:  
OTHER OFFENSE:

☐ DRIVER LICENSE HELD ☐ VEHICLE SEIZED ☐ JUVENILE OFFENDER  
PAVEMENT: ☒ Dry ☐ Wet ☐ Snow ☐ Icy # of Lanes 5 ☐ Construction Zone  
VISIBILITY: ☒ Clear ☐ Cloudy ☐ Dusk ☐ Night ☐ Dawn  
WEATHER: ☐ Rain ☐ Snow ☐ Fog ☒ No Adverse  
TRAFFIC: ☐ Heavy ☒ Moderate ☐ Light ☐ None  
AREA: ☒ Business ☐ Rural ☐ Residential ☐ Interstate ☐ School  
CRASH: ☐ Yes ☒ No ☐ Almost Caused ☐ Non-Injury ☐ Injury ☐ Fatal  
Crash Report Number:  
REMARKS: TOPS  
ACCOMPANYING CRIMINAL CHARGE ☐ Yes ☒ No TOTAL # OFFENSES 1

TO DEFENDANT: SUMMONS PERSONAL APPEARANCE REQUIRED ☐ Yes ☒ No  
YOU ARE SUMMONED AND ORDER TO APPEAR AT THE Court Date & Time  
05 11 21 13:30

you fail to appear at this time and place you may be arrested or your license may be cancelled.  
This summons served personally on the defendant on: 04/23/21 at 17:51

1549 164 N  
Badge Unit Zone

PTL DESMARTEAU  
Issuing Law Enforcement Officer  
Issuing Officer: Verify address. If different from license address, write present address in space provided.  
The issuing/charging law enforcement officer states under penalties of perjury and falsification  
that he/she has read the above complaint and that it is true.

Defendant Copy  
Finger Print

Exhibit A

No Party - Private & Public can not mix in Commercial Venue

PARMA MUNICIPAL COURT

MARTY VITTARDI

CLERK OF COURT

5555 POWERS BLVD.

PARMA, OHIO 44129

← Person - Corporate - Artificial

← Federal Zone

See Style Manuals



RETURN FOR FRAUD!

No Consideration

Cease and Desist Immediately



U.S. POSTAGE PITNEY BOWES

ZIP 44129 \$ 000.51<sup>0</sup>

02 4W

0000354742 JUN 02 2021

Fraud Vitiates All From Discovery

Corporate Artificial Person "Deceased" under fiduciary

assignment of USDOS - Per 31 USC 1321 (73) - Obligation of United States

LUCIANA CONSTANTINO



Defendant: LUCIANA CONSTANTINO

Case Number: 21TRD04900

← No Address - Per UPU - windowed

Envelope - Info of "Cargo within Shipment"

See UPU - DMM 601 6.3

Top Test Windowed envelopes

4413581153 C002

No human readable "code" per UPU  
Foreign Code of Numbers "1-2" known

No Party - Private & Public can not mix in Commercial Venue

PARMA MUNICIPAL COURT

MARTY VITTARDI

CLERK OF COURT

5555 POWERS BLVD.

PARMA, OHIO 44129

← Person - Corporate - Artificial

← Federal Zone

See Style Manuals



RETURN FOR FRAUD!

No Consideration

Cease and Desist Immediately



U.S. POSTAGE PITNEY BOWES

ZIP 44129 \$ 000.51<sup>0</sup>

02 4W

0000354742 JUN 02 2021

Fraud Vitiates All From Discovery

Corporate Artificial Person "Deceased" under fiduciary

assignment of USDOS - Per 31 USC 1321 (73) - Obligation of United States

LUCIANA CONSTANTINO



← No Address - Per UPU - Windowed

Envelope - Info of "Cargo within Shipment"

See UPU - DMM 601 6.3

Top Test Windowed envelopes

4413581153 C002

No human readable "code" per UPU

## WITNESS TESTIMONY IN THE FORM OF AN AFFIDAVIT

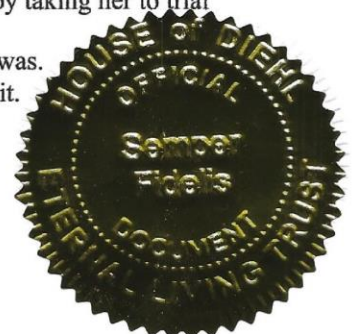
**KNOW ALL MEN BY THESE PRESENTS**, that I, Kelley-Richard, Diehl,, having been found to be of fully living, competent with first hand knowledge of the facts set out below, the undersigned Affiant, do hereby solemnly swear, declare, and state as follows:. I express and declare these facts and events by the authority of my Birth City's Charters of Fairfax, of the Virginia State, and the Constitution of the state of Ohio and the Constitutions for these united States.

1. I accept oaths to the Constitution of the state of Ohio and the Constitution for these united States and expect those public officials/officers to act in good faith.
2. I invoke the law of public record, not the private but the public record.
3. I was once lost, but now I have been found to be fully living.
4. I am of the age of majority.
5. I am competent to handle the minor and major accounts and all matters.
6. I am of sound and competent mind, and have no need to be re-presented or (pro se) pro-sented to this OR ANY court.
7. I am no lawyer nor an expert in or at law.
8. I am not a thing nor am I property to be held or kept.
9. I am not a pauper or incompetent, nor in need of any guardian as any type of ward to this court or any agency or body.
10. I am not a government employee or public trustee in this instance.

## DECLARATION OF PUBLIC RECORD BY WITNESS TESTIMONY

(IN Parma Municipal Court dba as PARMA CITY (INC) BEARING DUN & BRADSTREET # 040887635  
JUNE 1st, 2021 130PM-300PM ESTIMATED)

1. On Tuesday June 1st, 2021 I was in one of the tribunals managed by the entity known as City of Parma, Ohio with my fellow Ohioan, Luciana Constantino.
  1. She called me and said she had been threatened with arrest if she were to not appear in a matter concerning her all caps name.
  1. I arrived at about 1 pm and went to court room 2.
  1. After a little while, the female from the front near the Judge area called out a name.
  1. Luciana responded to her that she was in fact there about that named matter.
  1. After a little bit, a man came to her and said he would like to speak with her in the office. She invited me along.
  1. He said he was a stand in for the usual assistant prosecutor. I did not catch his name, as he spoke too fast.
  1. He went on to tell her he could help her by "dropping the speeding ticket to a muffler with no points" or something along those lines if she would like his help.
  1. She said "not really", and that she would like the whole matter discharged.
  1. She had handed a notice to the clerk and saw it on his desk. When she asked about it, he did confirm that it was the same notice.
  1. She gave him another copy and asked if he would be sure to give to the Head Prosecutor. He said he would.
  1. The man standing in for the prosecutor asked Luciana again about "helping" her out or by taking her to trial on the matter.
  1. She said she was not even sure what the charge was or where the affidavit or complaint was.
  1. She said she was not sure about jurisdiction in the matter and had some questions about it.



1. He said something like "Ok, guess just go to trial. Come on back to the courtroom while I speak with the judge."
1. So we sat and watched the man before us get 30 days for domestic violence, with 27 of the 30 days suspended, along with probation, classes and some fines. Timothy Gilligan, the blacked robed man acting as "judge", directed the man to the "pay window"
1. Luciana asked me "what did he get?" I whispered to her, and then heard a voice yelling, "Quiet, stop talking"
1. As I looked up, I realized it was Timothy Gilligan and he was yelling at me for whispering. If he or anyone could have heard that whisper from that distance, it would have been amazing.
1. Then the female sitting next to Mr. Gilligan handed him some papers, and asked whether she should reschedule. Mr. Gilligan answered "No, I will handle this right now." She asked, "On the record, Judge?" He said, "On the record".
1. They called my friend who was there to clear up the matter.
1. Mr. Gilligan asked, "Are you this person LUCIANA CONSTANTINO?"
1. My friend said she was here for that matter.
1. Judge said, "Are you this named person?"
1. Luciana said, "No, sir. I don't spell my name in all caps like that at all. I spell my name with a capital L, and capital C."
1. Mr. Gilligan said "Look here. Either you're the person or not."
1. She said "I am the authorized agent."
1. He said, you either answer my question or I will throw you in jail for 30 days for contempt, answer the question.
1. My friend said, "My name is "Capital L ,u, c, i, a, n, a and capital C, o, n, s, t, a, n, t, i, n, o".
1. Judge responded: "Bailiff, take her into custody, contempt for 30 days." He then asked Luciana: "Do you understand?"
1. My friend simply said, "I object."
1. She asked if I could take her things. The bailiff said "set it down on the mic stand." As I picked up her belongings, I said "Judge, for the record, I am a witness to these events."
1. Mr. Gilligan said "Shut up sir or I will have you arrested as well".
1. I said "Ok, judge, just letting you know I am a witness to the event."
1. He said "Shut up. Speak again and I will arrest you."
1. I remained silent and left the room.
1. My friend did not disturb, act out, misbehave, get loud or refuse to answer his questions.
1. She was simply answering him to the best of her ability, as she felt they were not spelling her name correctly.
1. She told him exactly how to spell her name twice on the record. And that she was the authorized agent for the name she kept spelling out for him.
1. I saw no crime other than the crimes that the Judge may have committed.
1. She answered him in detail. She was very pleasant.
1. I am not sure why or what she was charged with, or how.
1. I saw no crime that she committed.

I took oaths when I became a United States Marine, both of which are listed below. My oaths as a United States Marine stand and I will uphold them till my death. They are as follows:



**"The Oath of Enlistment"**

*"I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States against all enemies foreign and domestic; that I will bear true faith and allegiance to the same. That I will obey the orders of the President of the United States and the orders of the officers appointed over me, according to regulations and the Uniform Code of Military Justice. So help me God".*

**"The Oath of Office"**

*"I do solemnly swear (or affirm) that I will support and defend the constitution of the United States against all enemies foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely; and without any mental reservation or purpose of evasion; that I will well and faithfully discharge the duties of the office on which I am about to enter; So help me God."*

I, Kelley Richard, Diehl Sui Juris, not pro se, that I do affirm that I have stated the facts, and in accordance with, my best firsthand knowledge and conviction, such are true, correct, complete, and not misleading, the truth, the whole truth, and nothing but the truth. And I will testify to these facts in any court or before any officers of the courts that they are a true accounting of events and facts as I know and understand them.

by: Kelley Richard Diehl DATE; JUNE \_\_ 2021.

Kelley-Richard, Diehl. AIF #202102894 Only Authorized Representative.

All Rights Reserved Without Prejudice

Nation Ohio.  
General-Post Office.  
Sawyer Street-1629.  
Mogadore.  
United States Minor, Outlying Islands.  
OH 44260-1533 US

**NOTARY JURAT**

Ohio State )

Summit County )

IN WITNESS WHEREOF, Subscribed and sworn to (or affirmed) before me on this 2 day of June, 2021, by Kelley-Richard, Diehl, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me, having first been duly sworn upon his oath, autographed the above and foregoing document in my presence.

NOTARY PUBLIC SIGNATURE [Signature]

My commission expires on 10-21-2025



JAMES C. SHUMAIT  
Notary Public, State of Ohio  
My Comm Expires Oct 21 2025

# FAX COVER SHEET

**RECIPIENT:**

TO: All Named - Parma City Of (Inc)

FAX NUMBER: 440.887.7481

**SENDER:**

FROM: Luciana Constantino

PHONE: 

TOTAL PAGES 5 (including cover sheet)

DATE: June 11, 2021

**MESSAGE:**

Please add to my June 8th fax: NOTICE OF FAULT & OPPORTUNITY TO CURE,  
FIRST NOTICE OF LIABILITY FOR BATTERY,  
REVISED FEE SCHEDULE, AFFIDAVITS, & EXHIBITS

See attached copies of:

6/2/21 affidavit of Kelley-Richard, Diehl

Image of respondents' 6/2/2021 envelopes  
addressed to legal fiction, with notices of errors  
and frauds thereon.

To:

Thomas Desmarteau  
Marty Vittardi  
John Spellacy  
Thomas Conway  
Timothy Dobeck  
Timothy Gilligan  
Michael Maloney  
Thomas Siedlecki  
Dean DePiero

## TX Result Report

P 1

06/11/2021 16:39

Serial No. A79M011027733

TC: 49416

Addressee	Start Time	Time	Prints	Result	Note
14408877481	06-11 16:37	00:01:53	005/005	OK	

## Note

TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX,  
DPG:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSAC:CSAC,  
FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original,  
FCODE:FC-Code, RTX:Re-TX, RLV:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax,  
IPADR:IP Address Fax, I-FAX:Internet Fax

## Result

OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,  
TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer,  
Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over,  
POVR:Receiving page Over, Fil:File Error, DC:Decode Error, MDN:MDN Response Error,  
DSN:DSN Response Error, PRINT:Compulsory Memory Document Print,  
DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send.

## AFFIDAVIT OF NON-REPLY

The undersigned Rose Mary Long, having first been duly sworn upon my oath and under penalty of perjury, state as follows:

1. I am a living woman living on the land mass known as Cuyahoga County, Ohio.
2. I have no legal or lawful interest in the outcome of any proceedings involving Luciana Constantino, or any of the below named men and women.
3. I am more than 18 years of age.
4. All terms I use in this Affidavit are as they are normally understood in American English speech, as used in the 1828 Webster's dictionary and as I understand their meaning.
5. I regularly receive U.S. mail c/o 4037 Rocky River Drive Number 29, Cleveland, Ohio 44135, the address designated in Luciana Constantino's 6/1/21 "NOTICE OF ABSENCE OF SUBJECT MATTER JURISDICTION, NOTICE OF LIABILITY, NOTICE OF ABSENCE OF AUTHORITY TO DETAIN, DENIALS OF CONSENT, FEE SCHEDULE, AFFIDAVIT, AND EXHIBIT" for respondents to send any responses.
6. I have as of the date indicated hereinbelow, not received any responses to the aforementioned NOTICE from any of the following: Thomas Desmarteau, Marty Vittardi, John Spellacy, Thomas Conway, Timothy G Dobeck, and/or Timothy Gilligan.

Rose Mary Long

Rose Mary Long

## ACKNOWLEDGEMENT

Subscribed and sworn to before me, the undersigned notary public, this 8 day of June, 2021 by Rose Mary Long, whose autograph above I witnessed on this date in Cuyahoga County, Ohio.

Collin Lowry

Notary Public

8/9/2025

My Commission Expires



COLLIN LOWRY  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 8/9/2025

**NOTICE OF FAULT & OPPORTUNITY TO CURE, FIRST NOTICE OF LIABILITY FOR  
BATTERY, REVISED FEE SCHEDULE, AFFIDAVITS, & EXHIBITS**

June 8, 2021

**FROM:**

Luciana Constantino, the living woman, *sui juris*

[c/o] 4037 Rocky River Drive Number 26  
Cleveland, Ohio [near 44135]

Claimant.

**To:**

Thomas Desmarteau, the living man, also being employee, contractor, or agent of  
PARMA POLICE DEPARTMENT bearing Dun & Bradstreet No. 045433217, doing  
business as PARMA CITY OF (INC), bearing Dun & Bradstreet No. 040887635 also  
being employee, contractor, or agent of PARMA MUNICIPAL COURT, doing business  
as PARMA CITY OF (INC), bearing Dun & Bradstreet No. 040887635

[c/o] 5555 Powers Boulevard, Parma, Ohio [44129]

Marty Vittardi, the living man, also being employee, contractor, or agent of PARMA  
MUNICIPAL COURT, doing business as PARMA CITY OF (INC) bearing Dun &  
Bradstreet No. 040887635

[c/o] 5555 Powers Boulevard, Parma, Ohio [44129]

John Spellacy, the living man, also being employee, contractor, or agent of PARMA  
MUNICIPAL COURT, doing business as PARMA CITY OF (INC) bearing Dun &  
Bradstreet No. 040887635

[c/o] 5555 Powers Boulevard, Parma, Ohio [44129]

Thomas Conway, the living man, also being employee, contractor, or agent of  
PARMA MUNICIPAL COURT, doing business as PARMA CITY OF (INC) bearing Dun  
& Bradstreet No. 040887635

[c/o] 5555 Powers Boulevard. Parma, Ohio [44129]

Timothy Dobeck, the living man, also being employee, contractor, or agent of PARMA  
MUNICIPAL COURT, doing business as PARMA CITY OF (INC) bearing Dun &  
Bradstreet No. 040887635

[c/o] 5555 Powers Boulevard, Parma, Ohio [44129]

Timothy Gilligan, the living man, also being employee, contractor, or agent of PARMA  
MUNICIPAL COURT, doing business as PARMA CITY OF (INC) bearing Dun &  
Bradstreet No. 040887635

[c/o] 5555 Powers Boulevard, Parma, Ohio [44129]

Original respondents,

Michael Maloney, the living man, also being employee, contractor, or agent of PARMA  
MUNICIPAL COURT, doing business as PARMA CITY OF (INC) bearing Dun &  
Bradstreet No. 040887635

[c/o] 23969 Stonehedge Drive, Westlake, Ohio

Thomas Siedlecki, the living man, also being employee, contractor, or agent of the corporation known publicly as PARMA DETENTION CENTER  
[c/o] 5555 Powers Boulevard, Parma, Ohio [44129]

Dean DePiero, the living man, also being employee contractor, or agent of PARMA, CITY OF (INC), bearing Dun & Bradstreet No. 040887635  
[c/o] 5555 Powers Boulevard, Parma, Ohio [44129]  
Supplemental Respondents.

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL;  
NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

**ALL RESPONDENTS WILL BE DEEMED TO CONSENT TO AND ACCEPT ALL TERMS OF  
THIS NOTICE AND OFFER TO CONTRACT BY (A) SILENCE; BY (B) CONTINUED  
DEMANDS FOR PAYMENT ACCOMPANIED BY THREATS OR ACTS OF VIOLENCE, OR  
BY (C) CONTINUED DEMANDS FOR PAYMENT ACCOMPANIED BY THREATS OF MASK  
SUFFOCATION**

**THIS IS A SELF-EXECUTING CONTRACT**

**I. NOTICE OF FAULT**

- A. ALL RESPONDENTS herein are informed that the within Notice is limited to addressing respondents as living men and women and not as any corporate legal fiction roles they may assume when using their names in all capitals. In their corporate capacities, respondent agents of STATE OF OHIO or other "government" corporations may only operate consistently with corporate bylaws known as statutes and within territory owned by the corporation, including by such parent corporations as STATE OF OHIO, UNITED STATES or UNITED STATES OF AMERICA or any of its parent, affiliate or subsidiary corporations. Legislation is presumptively territorial and confined to limits over which the law-making power has jurisdiction. The fact that respondents in their corporate capacities act as legal fiction agents of STATE OF OHIO or of UNITED STATES by contract and/or by voluntarily being agents of affiliated, subsidiary, or parent corporations has no effect on the determination of the lawfulness of respondents' actions as living men and women.
- B. ORIGINAL RESPONDENTS are hereby noticed that you are in fault of an opportunity to reply to the attached "NOTICE OF ABSENCE OF SUBJECT MATTER JURISDICTION, NOTICE OF LIABILITY, NOTICE OF ABSENCE OF AUTHORITY TO DETAIN, DENIALS OF CONSENT, FEE SCHEDULE, AFFIDAVIT, AND EXHIBIT (hereinafter, the "6/1/21 Notice"), as set forth below:
- C. True and correct copies of the attached 6/1/2021 Notice were hand delivered to all of the original respondents above and/or their representatives. Affidavits are forthcoming from witnesses involving service, actions and abuse from this court and alleged law enforcement officers.

- D. The 6/8/21 Affidavit of Service verifies that the most recent date of service upon the above-named original respondent men and their agents occurred on 6/1/21.
  - E. The 6/1/21 Notice informed each respondent the specific manner in which he would be required to respond, including the seven-day deadline for doing so.
  - F. Not one of the respondents provided any response in the manner specified in the Notice, or in any manner at all, as is verified by the attached Affidavit of Non-Reply executed by Rose Mary Long on 6/8/21.
  - G. Respondent Gilligan and all his agents and principals, upon Gilligan's being served by Claimant in the courtroom on 6/1/21, in the presence of witness Kelley-Richard, Diehl, continued thereafter to not only continue to demand payment, but also accompanied respondents' demands for payment with threats and acts of violence, which they communicated to Claimant. Said conduct is referred to hereafter as respondents' "extortionate conduct".
  - H. The identities of respondents Doe, the agents of respondent Siedlecki who, like Siedlecki himself, worked at the corporate "Detention Center" on June 2, 2021, cannot at this time be determined, mainly because said Detention Center agents refused to identify themselves to Claimant. Said respondents Doe, while operating under instructions from respondents Siedlecki and Gilligan, inflicted a number of injuries upon Claimant during efforts to force her to remove her clothing and to prevent her from telephoning her husband. The injuries respondents Gilligan, Siedlecki and the Doe respondents inflicted on Claimant on June 2, 2021 were participants in said extortionate conduct at all times. They did so as agents of respondent Gilligan and/or respondent Siedlecki and as their corporate principals and agents.
  - I. Respondents Desmarteau, Vittardi, Spellacy, Conway, Dobeck, and Timothy Gilligan have each been given the opportunity to dispute each of the statements made in the 6/1/21 Notice establishing the absence of subject matter jurisdiction, an additional copy of which is attached to this second Notice.
- Each of the respondents, by remaining silent and by their continuing and now escalating extortionate conduct on 6/1/21 and 6/2/21 and as specified hereinabove and hereinbelow, and by affidavit, failed to dispute and therefore agreed to each of the provisions set forth in the 6/1/21 Notice.

Each respondent therefore has rejected his or her due process opportunity to respond in the manner required by said Notice and the contract contained therein.

Each respondent has by his or her silence and by continuing and escalating his or her extortionate conduct tacitly admitted and consented to the waiver of his or her right to respond in the manner required by the 6/1/21 Notice with a specific, verified, and sworn reply.

## II. NOTICE OF OPPORTUNITY TO CURE

- A. As of the effective date(s) set out in the 6/1/21 Notice, original respondents above named each failed to reply in either a timely manner or as instructed, and are also now in fault and dishonor of the contract set out in said 6/1/21 Notice. Each original

- B. As a result of the instant contract set out in the 6/1/21 Notice, which was hand delivered to each respondent as verified in the Affidavit of Service attached hereto, a DEFAULT JUDGMENT is being sought against said defaulting original respondents.
- C. Original respondents, by their silence as well as by having waived the right to respond, by continuing and escalating extortionate conduct, tacitly admitted and failed to contest the facts set forth in the 6/1/21 Notice as instructed in said Notice, and rejected the due process opportunity Claimant offered them.
- D. In the event that any original respondent failed to accept the remedy offered in the 6/1/21 Notice by claiming that his silence or his extortionate or violent conduct was an oversight, mistake, or otherwise unintentional, Claimant Luciana Constantino grants any such respondent five (5) days from the date of service of the within Notice, to CURE the fault and effect the remedy.
- E. In the event that any respondent claims such oversight, mistake, or otherwise unintentional ignoring of his or her obligation to respond, such respondent is required to explain by affidavit the factual nature, point by point, of any such claim.
- F. If any original respondent fails to cure as specified herein, then, by operation of law, such second failure to respond as required by the 6/1/21 Notice will constitute the FINAL agreement and admission of the liability of said original respondents through tacit agreement as further explained in the attached 6/1/21 Notice and contract.
- G. Any further actions shall be taken in accordance with the procedures, jurisdictions, and penalties thereof set forth in the 6/1/21 Notice as defaulted.
- H. REPLY to this Notice of Fault and Opportunity to Cure MUST BE RECEIVED by 5 p.m. on the effective date, which is within FIVE (5) DAYS from the date of respondent's RECEIPT of the within Notice, all as previously set forth in the 6/1/21 Notice. All responses must be specific, factual, verified and sworn to by a man or woman with actual knowledge, exactly as previously set out in the 6/1/21 Notice and thus be by U.S. certified mail, return receipt requested and by restricted delivery to:

**Rose Mary Long,**  
**[c/o] 4037 Rocky River Drive, Number 29**  
**Cleveland, Ohio [44135]**

### III. SUPPLEMENTAL FEE SCHEDULE

The fee schedule set forth in the 6/1/21 Notice continues in full force and effect but is hereby supplemented inasmuch as the nature of the harm the original respondents are causing to Claimant has escalated and a supplemental fee schedule is required in order to include the above named "supplemental respondents". ALL respondents are therefore given further Notice as follows:

- A. BOND: Original respondents continue to fail or refuse to notify Claimant or other members of the public that any of said respondents have a bond of record even though this is required of them pursuant to their own corporate bylaws called statutes. Given that there appears not be no source of insurance coverage or other indemnification that would compensate Claimant for the harm caused her, and continuing to be caused to

her, from April 23, 2021 to date by the acts of respondents in continuing to waste Claimant's time, continuing to threaten her with extortionate demands, and, on June 1, 2021 and on June 2, 2021 by escalating original respondents' original threats of physical violence by inflicting or directing supplemental respondents to inflict actual physical violence, kidnapping, intentional infliction of mental distress, and multiple batteries upon Claimant, which trespassed upon her common law rights and caused her serious physical and emotional harm.

- B. CONTINUING HARM: A fee schedule is included herein for the purpose of compensating Claimant for past and continuing harm. The liabilities set forth in the within schedule are based on the multiple tortious acts of ALL respondents and other trespasses as set forth herein, in the attached affidavits, and in the 6/1/21 Notice.
- C. COMPENSATION: Upon a finding, admission, or judgment that original or supplemental respondents committed acts of assault, battery, extortion, attempted extortion, kidnapping, intentional infliction of mental distress, and/or trespass to the common law rights of Claimant, the parties agree that Claimant is entitled to judgment in the sum of \$500.00 (Five Hundred) United States Dollars per day from April 23, 2021 until June 1, 2021 and \$5,000 (Five Thousand) United States Dollars from June 1, 2021 until respondents' tortious conduct ceases. Each respondent shall be jointly and severally liable for said daily sum of \$500.00 or \$5,000.00 United States Dollars, as applicable, said sums to be due and owing by each said respondent, jointly and severally, upon any finding or judgment of liability.
- D. DEFINITION: Notwithstanding the existence of any statute or corporate "caselaw" to the contrary, the parties agree that agents of UNITED STATES have admitted that a dollar is a measure of weight defined by the Coinage Act of 1792 and 1900 to be 24.8 grains of gold, or 371.25 grains of silver.
- E. FAILURE TO PAY: In the case of failure to pay any fees within thirty (30) days of presentment of a Bill, respondents each agree that his or her property wherever situated is subject to lien, levy, distraint, distress, certificate of exigency, impound, execution and all other lawful, equitable, and/or commercial remedies.

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL  
& NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

**RESPONDENTS WILL BE DEEMED TO CONSENT TO AND ACCEPT ALL TERMS OF THIS  
NOTICE AND OFFER TO CONTRACT BY (A) SILENCE; BY (B) CONTINUED DEMANDS  
FOR PAYMENT ACCOMPANIED BY THREATS OR ACTS OF VIOLENCE, OR BY (C)  
CONTINUED DEMANDS FOR PAYMENT ACCOMPANIED BY THREATS OF MASK  
SUFFOCATION**

**THIS IS A SELF-EXECUTING CONTRACT**

Claimant, Luciana Constantino hereby adopts and acknowledges each and every statement made in the within NOTICE OF FAULT & OPPORTUNITY TO CURE, FIRST NOTICE OF LIABILITY FOR BATTERY, REVISED FEE SCHEDULE, AFFIDAVIT, & EXHIBITS and those

previously made in the 6/1/21 Notice, stating that all attachments to the within Notice of Fault are true and correct copies of the originals.

ALL RIGHTS RESERVED

Luciana Constantino

Luciana Constantino, *sui juris*

Claimant



**NOTARY ACKNOWLEDGEMENT**

IN WITNESS WHEREOF, Luciana Constantino, having first been duly sworn upon her oath, autographed the above and foregoing document in my presence at Cuyahoga, Ohio on this 8 day of June in the Year Two Thousand Twenty-One.

Collin Lowry  
Notary Public

for Ohio

My Commission expires 8/9/2025



COLLIN LOWRY  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 8/9/2025











# The UPS Store®



21887 Lorain Rd  
Fairview Park, OH 44126  
440.333.4877 Tel  
440.333.4878 Fax  
store5508@theupsstore.com  
<https://fairviewpark-oh-5508.theupsstorelocal.com/>

## Fax

To ALL Named  
Company Parma City OF (INC)  
Fax number 440-887-7481  
Date June 8, 2021  
Job number \_\_\_\_\_

From Luciana Constantino  
Phone number [REDACTED]  
Fax number 440.333.4878  
Total pages 25

To: All the following, as the living man...

- Thomas Desmarteau
- Marty Vittardi
- John L. Spellacy
- Thomas E. Conway
- Timothy G. Dobeck
- Timothy P. Gilligan
- Michael Maloney
- Thomas Siedlecki
- Dean DePiero

## TX Result Report

P 1

06/08/2021 14:02

Serial No. A79M011027733

TC: 49241

Addressee	Start Time	Time	Prints	Result	Note
14408877481	06-08 13:23	00:39:09	026/026	OK	

## Note

TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX,  
DPG:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSAC:CSAC,  
FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original,  
FCODE:F-Code, RTX:Re-TX, RLV:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax,  
IPADR:IP Address Fax, I-FAX:Internet Fax

## Result

OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,  
TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer,  
Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length over,  
POVR:Receiving page over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error,  
DSN:DSN Response Error, PRINT:Compulsory Memory Document Print,  
DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send.

## SECOND AFFIDAVIT OF NON-REPLY

The undersigned Rose Mary Long, having first been duly sworn upon my oath and under penalty of perjury, state as follows:

1. I am a living woman living on the land mass known as Cuyahoga County, Ohio.
2. I have no legal or lawful interest in the outcome of any proceedings involving Luciana Constantino, or any of the below named men and women.
3. I am more than 18 years of age.
4. All terms I use in this Affidavit are as they are normally understood in American English speech, as used in the 1828 Webster's dictionary and as I understand their meaning.
5. I regularly receive U.S. mail c/o [REDACTED] Ohio [44135], the address designated in Luciana Constantino's 6/8/21 "NOTICE OF FAULT & OPPORTUNITY TO CURE, FIRST NOTICE OF LIABILITY FOR BATTERY, REVISED FEE SCHEDULE, AFFIDAVITS, & EXHIBITS" for all respondents to send any responses.
6. I have as of the date indicated hereinbelow, not received any responses to the aforementioned 6/8/21 NOTICE from any of the following: Thomas Desmarteau, Marty Vittardi, John Spellacy, Thomas Conway, Timothy G Dobeck, Timothy Gilligan, Michael Maloney, Thomas Siedlecki, and Dean DePiero.

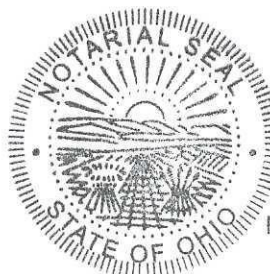
Rose Mary Long  
Rose Mary Long

## **ACKNOWLEDGEMENT**

Subscribed and sworn to before me, the undersigned notary public, this 17 day of June, 2021 by Rose Mary Long, whose autograph above I witnessed on this date in Cuyahoga County, Ohio.

[Signature]  
Notary Public

My Commission Expires: 07/22/2023



KIMBERLY MYERS  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Cuyahoga County  
My Comm. Exp. 7/22/2023

**NOTICE OF DEFAULT & IMMINENT LIABILITY, SECOND NOTICE OF LIABILITY  
FOR BATTERY, AFFIDAVITS, & EXHIBITS**

June 17, 2021

**FROM:**

Luciana Constantino, the living woman, *sui juris*  
Claimant.

**To:**

Thomas Desmarteau, the living man, also being employee, contractor, or agent of PARMA POLICE DEPARTMENT bearing Dun & Bradstreet No. 045433217, doing business as PARMA CITY OF (INC), bearing Dun & Bradstreet No. 040887635 also being employee, contractor, or agent of PARMA MUNICIPAL COURT, doing business as PARMA CITY OF (INC), bearing Dun & Bradstreet No. 040887635  
[c/o] 5555 Powers Boulevard, Parma, Ohio [44129]

Marty Vittardi, the living man, also being employee, contractor, or agent of PARMA MUNICIPAL COURT, doing business as PARMA CITY OF (INC) bearing Dun & Bradstreet No. 040887635  
[c/o] 5555 Powers Boulevard, Parma, Ohio [44129]

John Spellacy, the living man, also being employee, contractor, or agent of PARMA MUNICIPAL COURT, doing business as PARMA CITY OF (INC) bearing Dun & Bradstreet No. 040887635  
[c/o] 5555 Powers Boulevard, Parma, Ohio [44129]

Thomas Conway, the living man, also being employee, contractor, or agent of PARMA MUNICIPAL COURT, doing business as PARMA CITY OF (INC) bearing Dun & Bradstreet No. 040887635  
[c/o] 5555 Powers Boulevard, Parma, Ohio [44129]

Timothy Dobeck, the living man, also being employee, contractor, or agent of PARMA MUNICIPAL COURT, doing business as PARMA CITY OF (INC) bearing Dun & Bradstreet No. 040887635  
[c/o] 5555 Powers Boulevard, Parma, Ohio [44129]

Timothy Gilligan, the living man, also being employee, contractor, or agent of PARMA MUNICIPAL COURT, doing business as PARMA CITY OF (INC) bearing Dun & Bradstreet No. 040887635  
[c/o] 5555 Powers Boulevard, Parma, Ohio [44129]  
Original respondents

Michael Maloney, the living man, also being employee, contractor, or agent of PARMA MUNICIPAL COURT, doing business as PARMA CITY OF (INC) bearing Dun & Bradstreet No. 040887635  
[c/o] 23969 Stonehedge Drive, Westlake, Ohio [44145]

Thomas Siedlecki, the living man, also being employee, contractor, or agent of the corporation known publicly as PARMA DETENTION CENTER  
[c/o] 5555 Powers Boulevard, Parma, Ohio [44129]

Dean DePiero, the living man, also being employee contractor, or agent of PARMA, CITY OF (INC), bearing Dun & Bradstreet No. 040887635  
[c/o] 5555 Powers Boulevard, Parma, Ohio [44129]  
Supplemental Respondents

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL; NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

**ALL RESPONDENTS WILL BE DEEMED TO CONSENT TO AND ACCEPT ALL TERMS OF THIS NOTICE AND OFFER TO CONTRACT BY (A) SILENCE; BY (B) CONTINUED DEMANDS FOR PAYMENT ACCOMPANIED BY THREATS OR ACTS OF VIOLENCE, OR BY (C) CONTINUED DEMANDS FOR PAYMENT ACCOMPANIED BY THREATS OF MASK SUFFOCATION**

**THIS IS A SELF-EXECUTING CONTRACT**

### THIRD NOTICE TO ORIGINAL RESPONDENTS

ALL RESPONDENTS ABOVE NAMED, including without limitation, the original respondents Desmarteau, Vittardi, Spellacy, Conway, Dobeck, and Gilligan, hereinafter referred to as the "original respondents", and the supplemental respondents shall take note as follows:

1. You, as the "original respondents", are in DEFAULT of an opportunity to reply to the 6/1/21 "NOTICE OF THE ABSENCE OF SUBJECT MATTER JURISDICTION, NOTICE OF LIABILITY, NOTICE OF ABSENCE OF AUTHORITY TO DETAIN, DENIALS OF CONSENT, FEE SCHEDULE, AFFIDAVIT, AND EXHIBIT, hereinafter referred to as the "6/1/21 Notice", which was served upon each of you original respondents on or before 6/1/21, as indicated by the attached 6/7/21 affidavit of service of said 6/1/21 Notice. A

third copy of said 6/1/21 Notice is also attached hereto. The second copy of said 6/1/21 Notice was attached to the Notice dated 6/8/21.

2. Original respondents Desmarteau, Vittardi, Spellacy, Conway, Dobeck, and Gilligan have each been given the opportunity to dispute each of the statements made in the 6/1/21 Notice establishing the absence of subject matter jurisdiction, an additional copy of which is attached to this second Notice.

3. You, as the original respondents, are also in DEFAULT of an opportunity to reply to the aforementioned 6/8/21 NOTICE OF FAULT & OPPORTUNITY TO CURE, FIRST NOTICE OF LIABILITY FOR BATTERY, REVISED FEE SCHEDULE, AFFIDAVITS, & EXHIBITS, which was your second Notice, hereinafter referred to as the "6/8/21 Notice". Said 6/8/21 Notice was served upon each of you, as indicated by the attached 6/7/21 Second Affidavit of Service. The last date of delivery of the last attachment to the 6/8/21 Notice to the last of the respondents occurred on or before 6/11/21.

4. You, as the original respondents, having each failed to respond to the 6/1/21 Notice by the Effective Date of 6/8/21, which was seven (7) days from date of last receipt of said 6/1/21 Notice, and having also failed to respond to the 6/8/21 Notice with attachments by its Effective Date of 6/16/21, all as specified in said 6/1/21 and 6/8/21 Notices, are therefore in DEFAULT of an opportunity to cure as lawfully offered in said Notice.

5. 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 6/1/21 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 principal of any such respondent had any authority or subject matter jurisdiction to take any of the actions he took individually or on behalf of his corporate employer, by kidnapping Claimant, and assaulting and battering Claimant during the period from the afternoon of June 1 through the afternoon of June 2, 2021. During said period all respondents participated, directly or indirectly, in battering Claimant, threatening to remove her clothing from her body against her will, and causing her reasonably to fear for her life, all of which actions caused and continue to cause her extreme harm.
  - d. Cure the failure to respond to the 6/1/21 Notice as specified at paragraph II of the 6/8/21 Notice.
6. By remaining silent and/or by participating in conduct prohibited by common law as well as by the 6/1/21 Notice, each of you original respondents have agreed with all terms of the said contract, such terms being clearly set forth in the 6/1/21 Notice, which was again attached to the 6/8/21 Notice.

7. 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 6/1/21 Notice and by the 6/8/21 Notice, a binding DEFAULT JUDGMENT may be issued against each original respondent.

8. 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 6/1/21 Notice, and by his own acts of violence and threats of violence against Claimant 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 that his silence or violent behavior towards Claimant to date was "an oversight, mistake or otherwise unintentional", as each was given an opportunity to claim per paragraph II (D) of the 6/8/21 Notice.

c. In the further absence of such verified reply, Claimant Constantino does hereby assert her previously stated intention to enforce this NOTICE OF DEFAULT AND IMMINENT LIABILITY, along with the self-executing contract contained therein, already agreed to by said original respondents by silence and conduct, and as further set forth hereinbelow.

d. 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 II(D) of the 6/1/21 Notice.

9. Claimant has already informed original respondents of their fault in purporting to exercise non-existent authority and jurisdiction over her, and that their acts committed in the absence of such authority and jurisdiction constituted and continue to constitute a trespass to her Constitutional and common law rights. Said Notice was initially effected as to each said original respondent by means of Claimant's 6/1/21 Notice, the last respondent having received same on or before 6/1/21 according to the 6/7/21 Affidavit of Service. Had respondents heard Claimant at that time, the matter could have been resolved: "Moreover, if thy brother shall trespass against thee, go and tell him his fault between thee and if he shall hear thee, thou has gained thy brother." Holy Bible, KJV: Matthew 18:15.

10. But said original respondents appear to have not heard Claimant and so, with her several witnesses, Claimant repeated what she had previously told said respondents, by means of her 6/8/21 Notice of Fault, which included a copy of the original 6/1/21 Notice and which she caused to be served on said original respondents on or before June 8, 2021. "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. Holy Bible, KJV: Matthew 18:16.

11. Original respondents upon being served with the Notice of Fault and Opportunity to Cure 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 an heathen man and a tax collector." Holy Bible, KJV, Matthew 18:17

12. The within NOTICE OF DEFAULT & IMMINENT LIABILITY, SECOND NOTICE OF LIABILITY FOR BATTERY, AFFIDAVITS, & EXHIBITS, hereafter referred to as the 6/16/21 Notice, constitutes a lawful process which has attached to it, a third copy of the original 6/1/21 Notice and copies of the second affidavits of service and non-reply. All three documents, with attachments, together 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 imminently in default for having failed to reply, further failures to explain such failure shall constitute the FINAL admission and agreement of the parties as stated in the three NOTICES as defaulted.

13. 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. 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, 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.

14. 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 discharge or "dismissal with prejudice" of the current corporate proceedings due to lack of subject matter jurisdiction, along with payment in full of all charges for liability incurred from April 23, 2021 through date of termination of the corporate proceedings known as 21 TRD 04900, all as set forth in paragraph III of the 6/8/21 Fee Schedule.

15. 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 against Claimant including without limitation false arrest, kidnapping, assault, battery, and/or false imprisonment, 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 continuing to commit acts of extortion and threats of violence against Claimant, may be considered as evidence of *scienter or mens rea*.

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

Rose Mary Long,  


within Five (5) days after the delivery of this Notice, as instructed in this and 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 supplemental respondents: Maloney, Siedlecki, and DePiero , are being provided with the within Notice and the attached 6/1/21 Notice so that they may each govern themselves accordingly in the context of the acts committed by the original respondents as referenced in this and prior Notices.

*Qui non obstat quod obstare potest facere videtur*

## II. SECOND NOTICE OF LIABILITY FOR BATTERY

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL & NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

**RESPONDENTS WILL BE DEEMED TO CONSENT TO AND ACCEPT ALL TERMS OF THIS NOTICE AND OFFER TO CONTRACT BY (A) SILENCE; BY (B) CONTINUED DEMANDS FOR PAYMENT ACCOMPANIED BY THREATS OR ACTS OF VIOLENCE, OR BY (C) CONTINUED DEMANDS FOR PAYMENT ACCOMPANIED BY THREATS OF MASK SUFFOCATION**

## **THIS IS A SELF-EXECUTING CONTRACT**

1. The affidavit of service of Claimant Luciana Constantino, dated 6/15/21, shows delivery of copies of the aforementioned 6/8/21 First Notice of Liability for Battery upon all respondents, including SUPPLEMENTAL RESPONDENTS Siedlecki, De Piero, and Maloney. The latter are hereby noticed that you are each in fault of an opportunity to reply to said 6/8/21 Notice, including without limitation, its \$5,000 per day fee schedule, as well as of the 6/1/21 Notice attached thereto and to the within Notice.

2. No supplemental respondent was served with the 6/8/21 Notice of Liability for Battery, with attachments, any later than 6/11/21, the date of the second Affidavit of Service by fax transmission.

3. All three (3) supplemental respondents had previously received at least constructive Notice of the original 6/1/21 Notice due to service on their agents or principals as of 6/1/21, and as described in multiple affidavits.

4. None of the supplemental respondents above named have at any time provided any response alleging specific facts supporting any objections that any of them may have had to any of the Notices, although more than 10 (ten) days have elapsed since each received Notice either directly, or by agent or principal. Any purported "Order" issued by any respondent, besides having no effect as a "court order", may now be considered to constitute a nonexistent and insufficient response, as that term is defined in the 6/1/21 Notice.

5. Again, no supplemental respondent has to date specified any facts, much less facts of his or her personal knowledge, to refute Claimant's plain, verified statements contained in paragraph II(H) of the 6/8/21 Notice declaring that agents of supplemental respondents, "while operating under instructions from respondents Siedlecki and Gilligan, inflicted a number of injuries upon Claimant during efforts to force her to remove her clothing and to prevent her from telephoning her husband. "Nor has any such supplemental respondent denied being "participants in said extortionate conduct at all times."

6. Original respondents are hereby Noticed that Claimant is hereby providing them with one and only one opportunity to cure their failure to respond to the 6/8/21 Notice. Each said supplemental respondent shall exercise said opportunity to cure within five (5) days from the date that he or any agent or principal of his receives the within Notice,

7. Said opportunity to cure supplemental respondents' previous non response shall also be exercised within five (5) days from the date that he receives the within Notice, whether said Notice is received by agent or in person, and shall be delivered only as follows: by serving the natural woman, Rose Mary Long , by certified, restricted delivery U.S. Mail, with return receipt, to the address indicated for said Rose Mary Long in previous Notices, to-wit:

Rose Mary Long,



within Five (5) 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.

Claimant Luciana Constantino hereby adopts and acknowledges each and every statement made in the within **NOTICE OF DEFAULT & IMMINENT LIABILITY, SECOND NOTICE OF LIABILITY FOR BATTERY, AFFIDAVITS, & EXHIBITS**

and those previously made in the 6/1/21 and 6/8/21 Notices, stating that all attachments to the within Notice of Default are true and correct copies of the originals.

ALL RIGHTS RESERVED

Luciana Constantino

Luciana Constantino, *sui juris*  
Claimant  
Without STATE OF OHIO



NOTARY ACKNOWLEDGEMENT

IN WITNESS WHEREOF, Luciana Constantino, having first been duly sworn upon her oath, autographed the above and foregoing document in my presence at Fairview Park, Ohio this 17 day of June in the Year Two Thousand Twenty-One.

[Signature]  
Notary Public for Ohio  
My Commission expires 07/22/2023



KIMBERLY MYERS  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Cuyahoga County  
My Comm. Exp. 7/22/2023

# FAX COVER SHEET

**RECIPIENT:**

TO: All Named - Parma City Of (Inc)

FAX NUMBER: 440.887.7481

**SENDER:**

FROM: Luciana Constantino

PHONE: 

TOTAL PAGES                      (including cover sheet)

DATE: June 17, 2021

**MESSAGE:**

To:

Thomas Desmarteau  
Marty Vittardi  
John Spellacy  
Thomas Conway  
Timothy Dobeck  
Timothy Gilligan  
Michael Maloney  
Thomas Siedlecki  
Dean DePiero

## TX Result Report

P 1

06/17/2021 14:36

Serial No. A79M011027733

TC: 50456

Addressee	Start Time	Time	Prints	Result	Note
14408877481	06-17 14:23	00:12:24	023/023	OK	

## Note

TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX,  
DPG:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSAC:CSAC,  
FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original,  
FCODE:F-code, RTX:Re-TX, RLV:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax,  
IPADR:IP Address Fax, I-FAX:Internet Fax

## Result

OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,  
TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer,  
Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over,  
POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error,  
DSN:DSN Response Error, PRINT:Compulsory Memory Document Print,  
DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send.

### THIRD AFFIDAVIT OF NON-REPLY

The undersigned Rose Mary Long, having first been duly sworn upon my oath and under penalty of perjury, state as follows:

1. I am a living woman living on the land mass known as Cuyahoga County, Ohio.
2. I have no legal or lawful interest in the outcome of any proceedings involving Luciana Constantino, or any of the below named men and women.
3. I am more than 18 years of age.
4. All terms I use in this Affidavit are as they are normally understood in American English speech, as used in the 1828 Webster's dictionary and as I understand their meaning.
5. I regularly receive U.S. mail [REDACTED] [44135], the address designated in Luciana Constantino's 6/17/21 NOTICE OF DEFAULT & IMMINENT LIABILITY, SECOND NOTICE OF LIABILITY FOR BATTERY, AFFIDAVITS, & EXHIBITS for all respondents to send any responses.
6. I have as of the date indicated hereinbelow, not received any responses to the aforementioned 6/17/21 NOTICE from any of the following: Thomas Desmarteau, Marty Vittardi, John Spellacy, Thomas Conway, Timothy G Dobeck, Timothy Gilligan, Michael Maloney, Thomas Siedlecki, and Dean DePiero.

Rose Mary Long  
Rose Mary Long

### **ACKNOWLEDGEMENT**

**Subscribed and sworn to before me, the undersigned notary public, this 23 day of September, 2021 by Rose Mary Long, whose autograph above I witnessed on this date in Cuyahoga County, Ohio.**

Coli Long  
Notary Public

**My Commission Expires:** 8/9/2025



**COLLIN LOWRY**  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 8/9/2025