

Ohio Circuit Court of Record
seated at Chillicothe

MAR 22 2023

Ohio Circuit Court of Record

Rebekah Franks, *sui juris*,
as the living woman,
Claimant.

)

Case No. 23-LAK-001

-vs-

)

PETITION FOR JUDGMENT
ON DEFAULTED CLAIMS

Kandy Fatheree, Gary James,
Alison Breaux, Sandra Kurt,
Rimma Avanesyan, Ilene Shapiro,
Tricia Wain, Dale Degler, Job Perry,
Paul Kelley, Micah Bergey,
Justin Leidel, Aaron Coates,
Wesley Johnston, and Bernard
Rochford,
Respondents.

I.COMES NOW the above named Claimant, Rebekah Franks, 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 personally served at least twice and in most instances 3 times either personally or through an agent or principal, 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 and is hereby incorporated by reference herein.

3. The facts set out in the aforementioned verified Notices demonstrate that Respondents are all agents or contractors of various private, for profit corporations, including without limitation, COUNTY OF SUMMIT, bearing Dun and Bradstreet number 002969700, JUDICIARY COURTS OF THE STATE OF OHIO, bearing Dun and Bradstreet number 361736028 but being described in the Dun and Bradstreet database as "out of business", CITY OF STREETSBORO, bearing Dun and Bradstreet number 782108674, and GATEWAY TOWING & RECOVERY, bearing Dun and Bradstreet number 055930568.

4. All the above named Respondents, while using other names and titles, are admittedly engaged in criminal operations against Claimant, who is one of the people living on the land of the original Ohio republic. The agency-principal relationship Respondents or their associated legal fictions have with any of the aforementioned legal fiction

corporations does not insulate any Respondent as a living man or woman, from personal liability for his or her criminal and tortious acts against Claimant.

5. All Respondents have failed to dispute any of the verified facts stated in Claimant's three (3) notices. See Exhibit A attached hereto. Respondents Fatheree, James, Breaux, Kurt, Avanesyan, Shapiro, Wain, Degler, Perry, Kelley, Bergey, Leidel, Coates, Johnston, and Rochford have all had three (3) reasonable opportunities to respond but have failed to do so, despite the warnings contained therein explaining to said Respondents, their agents, and principals, that failure to respond would result in judgment against them.

6. Claimant's attached Exhibit A includes without limitation, affidavits of service of each of Claimant's three (3) verified Notices and affidavits of service of, and of non-response to any of them. Claimant's Exhibit A constitutes irrefutable proof that none of the Respondents denied any of the allegations contained therein and thereby is in default as defined in the Notices. An unrebutted affidavit stands as truth in any forum.

7. Exhibit A establishes that no Respondent had any subject matter jurisdiction or other authority to interfere in any manner with Claimant's life, her freedom of movement, or her right to be free from Respondents' extortionate fees and thievery, Respondents' admissions of having actually kidnapped and falsely imprisoned Claimant during the period from January 2, 2023 through January 17, 2023, exacerbate the ongoing harm to Claimant being committed by Respondents' new threats of a second kidnapping, as described more fully hereinbelow.

8. Claimant's January 7, 2023, January 13, 2023, and February 16, 2023 Notices, each supported by affidavit, established the absence of subject matter jurisdiction or other authority over Claimant and the fact that she was and remains a woman who had caused no harm, loss, or injury to anyone nor has she even been accused of harming or endangering anyone. Respondents have all chosen to refuse to rebut Claimant's claims.

9. The affidavits contained in Exhibit A attached hereto establish that Respondents, by their refusals to respond and by their continuing threats of further harm in spite of having admitted their utter lack of authority to inflict same, have also accepted the terms of the contract Offer set forth in each Notice contained in Exhibit A. Respondents have therefore personally and by means of their agents and principals, accepted a Binding Contract between Claimant and each Respondent by which Respondents, their agents, and principals, agree to be liable according to the terms of said contract offer contained in the Notices.

10. The verified facts established by the attached copy of Exhibit A, and never refuted by any Respondent, despite multiple opportunities to do so, may be accurately summarized as follows:

a. On or about January 2, 2023 during the late evening hours, Respondents Leidel and Coates, while armed, initially detained, then assaulted, battered, and threatened Claimant while she was exercising her Constitutionally protected right to travel using her private, non-commercial conveyance on a public roadway on the land mass known as Portage County, Ohio and handed her a document referred to as a "ticket", which falsely accused the entity known as REBEKAH LYNN FRANKS of one of the corporation's "non-jailable" traffic "offenses". Said "offenses" are corporate policies from Respondents' legal fiction principals which apply only to legal fictions known as "persons" and only to commercial vehicles, if then. Claimant's private conveyance did not and does not meet the definition of a "vehicle" or "motor vehicle" to which Respondents' principals' corporate policies refer. Claimant also does not meet the definition of being a "person" according to any such corporate policies, nor has she ever knowingly consented to act as such. The legal fiction, REBEKAH LYNN FRANKS, has no ability to perform any act with any "vehicle" or do any thing whatsoever.

b. The right to travel non-commercially has long been acknowledged to be a God given and Constitutionally protected right that requires no permission slip known as a "license" to authorize such lawful activity.

c. According to the usages of Respondents and their fellow agents, the term "person" is a term Respondents use by perverting the normal spelling of the name of the targeted man or woman, into an all capital version of the birth name. The term "person" does not refer to living people, according to Respondents, their agents and principals. Claimant Franks has explicitly rejected the corporate "personhood" label, via verified notices in which she rebutted such presumptions fraudulently created by "birth certificate" documents, as well as by her repudiation of presumptions of corporate UNITED STATES citizenship and by rescinding voter registration in corporate "elections".

d. None of the Respondents ever produced any sworn testimony or sworn statement alleging that Claimant or the all caps fictitious entity Respondents created from her name, had caused injury, harm, loss or threatened injury, harm, or loss to any living being.

e. Claimant is not a surety for the all caps entity created by Respondents without Claimant's informed consent.

f. During Respondent Coates' January, 2023 delivery of the aforementioned "ticket" to Claimant, he attempted to entrap her into signing same but she did not sign it. Respondent Coates likewise failed to sign said "ticket" himself. Whatever marks, initials, or illegible scrawls he made on the ticket do not constitute a signature or autograph.

g. Respondents' principals are entitled to no presumption that Claimant ever consented to any Respondent's supposed authority or subject matter jurisdiction over her. Claimant has no contract with any of the above named Respondents. Claimant has consented to no intrusions upon her God given freedoms by any Respondent, his or her agents, principals, or associates.

h. With or without consent Claimant lacks the power to confer non-existent subject matter jurisdiction upon any legal fiction entity she did not create, including without limitation, the ones doing business as SUMMIT COUNTY COMMON PLEAS COURT, COUNTY OF SUMMIT, JUDICIARY COURTS OF THE STATE OF OHIO, CITY OF STREETSBORO, and/or GATEWAY TOWING & RECOVERY.

i. Respondents Breaux, Kurt, Fatheree, and their agents, *via* their corporate item numbers 21 CRA 02797 and CR-2021-10-3811-B, have been creating and continuing to create publicly displayed corporate records targeting Claimant through their perversion of her name, since at least October, 2021, falsely portraying Claimant as having violated the corporate policies of Respondents' legal fiction principals created for such purposes. At no time has any Respondent or his or her agent or principal ever provided sworn oral or written testimony from any man or woman with actual personal knowledge suggesting that Claimant ever caused harm, loss, or injury to any living being, nor even that the all caps entity ever violated any corporate policy of the legal fiction known as STATE OF OHIO, its affiliates, subsidiaries, branches, or parent corporations.

j. Respondents have no authority to use mis-cited versions of their own corporate policy enactments, including without limitation, Ohio Revised Code Section "2925.11(A)(C)(1)(a)" as a pretext to justify their prior kidnapping of Claimant Franks, from January 2, 2023 through January 17, 2023. Respondents' codes and statutes may be corporate policy but they are not law. Respondents have admitted that such policy statements, if they existed at all, would apply only to legal fiction "persons" or to those who knowingly agree to act as such after full prior disclosure of all material facts, not to living men or women, such as Claimant Franks, who do not so consent to such policies.

k. Not one of the Respondents nor any of his or her agents or principals, including when acting as legal fictions, claims any ownership interest in the people's roadway upon which Claimant Franks was peaceably exercising her Constitutionally protected right to travel for non-commercial purposes before Respondents or their agents abducted her there, during the latter hours of January 2, 2023 and early hours of January 3, 2023.

l. Respondents Breaux, Perry, Kelley, Johnston and any and all of their BAR member agents, principals, or contractors are prohibited from serving in positions of public trust per the Thirteenth Article amending the addressees' never-repealed 1781 Constitution, and due to admissions in corporate "caselaw" and Black's Law Dictionary (4th) conceding that administrative corporate tribunals such as the so-called SUMMIT COUNTY COMMON PLEAS COURT are not courts at all. Such legal fiction mental constructs are likewise not courts of record according to addressees' own definitions, because they fail to administer common law.

m. Respondents Breaux, Perry, Kelley, Johnston and those of their agents, principals, or contractors who have also sworn allegiance to bylaws of European and domestic BAR corporations, have admittedly refused to register as foreign agents, in contravention of their own corporate policies set forth in the Foreign Agent Registration Act. For this reason as well, any supposedly official act performed by said Respondents, even under claimed corporate authority, is void and prohibited.

n. None of the Respondents has taken a lawful oath of office. Respondents are also for that additional reason lacking in all authority over Claimant and are disabled from serving in positions of public trust.

o. An integral part of Respondents' efforts to kidnap and falsely imprison Claimant Franks is their use of documents that are functional forgeries, the signature portions having been obviously and clumsily photo-shopped. Moreover, the documents purporting to bear the signature(s) of Respondent Alison Breau use an unauthorized version of her name, i.e. Al Breau. The purported signature of Respondent Coates on the January 3, 2023 "ticket" likewise omits his full lawful name, but constitutes merely an illegible scrawl that is not the equivalent of a lawful signature. Missing from documents purporting to bear their signatures, both Respondent Breau and Respondent Coates failed to provide wet ink signatures. Unsigned documents mean nothing.

p. All documents signed and all statements made while being held captive or under the threat of further violence are of no lawful effect.

q. Respondents are each personally and individually liable to Claimant in the monetary amounts described in the Fee Schedules set forth in the Notices included in Exhibit A.

r. Respondents have tacitly admitted on at least two (2) occasions after being personally served with Claimant's claims as set forth in Exhibit A, that Claimant is entitled to (a) discharge or "dismissal with prejudice" of the current corporate proceedings due to lack of subject matter jurisdiction, (b) payment in full of all charges for liability incurred from January 2, 2021 at 11:00 p.m. through January 17, 2023 at 7:00 p.m. in the agreed upon sum of \$10,680,000.00 (Ten Million Six Hundred Eighty Thousand Dollars, as defined by paragraph 12 of the 1/7/23 Notice), (c) A daily charge of \$500 for Claimant Franks' loss of use of her automobile from January 3, 2023 through the date such usage is restored to her or date of judgment, whichever occurs first, due to the acts of common law conversion committed by Respondent Degler, his agents, and principals, and (d) any further incidental and consequential harm attributable to continuing threats and acts of violence and thievery accompanying Respondents' criminal activity known as 21 CRA 02797 and CR-2021-10-3811-B, all as set forth in paragraph 12 of the 1/7/23 Notice.

s. The parties have adopted the definition of a UNITED STATES dollar as being 24.8 grains of gold or 371.25 grains of silver Coinage according to the Coinage Acts of 1792 and 1900, which are still in effect, having been created and admitted to by the predecessors of Respondents' superiors.

t. All Respondents agree that they shall each complete in full the Public Servant Questionnaire attached to the January 7, 2023 Notice contained in Exhibit A, but each has failed to do so, to date.

u. All matters, if any, remaining in controversy shall be resolved exclusively by a common law court of record, as Claimant may select.

v. Respondents agree that they are prohibited from interfering in the enforcement of the judgments of the Ohio Circuit Court of Record or any other court Claimant may select, and have further agreed to hold harmless any of the people authorized by such court to enforce its judgments.

11. Claimant requires that all Respondents provide fully executed copies of any and all bonds, insurance policies, or underwriter agreements that would compensate Claimant Franks for the harm and losses they have caused and continue to cause her.

12. All responses to this Petition, in addition to Respondents' fully completed Public Servant Questionnaires (attached), shall be delivered by certified mail, return receipt requested, to the Ohio Circuit Court of Record:

[c/o] 43 South Paint Street
Chillicothe, Ohio [45601]

by 5:00 p.m. ten days following the date that any Respondent is served with this Petition.

13. On or about February 15, 2023 Respondents Breaux and Johnston began to again threaten Claimant with another kidnapping if she did not submit to their legal fiction entity that admittedly had no subject matter jurisdiction over Claimant. On February 21, 2023 said Respondents, along with Respondent Kurt and other agents of Respondents' legal fiction principal, put out a directive to all cabal agents to again kidnap, batter, and falsely imprison Claimant. Said directive constituted yet another common law assault by Respondents against Claimant. The existence of corporate policy enactments known as OHIO REVISED CODE Sections 2941.36 and 2941.37 has no application to those men and women who are not employees, contractors, or other agents of the corporations whose agents created them. Such code sections are not law but rather, corporate policy.

14. Since October, 2021, agents and/or contractors of Respondents Breaux and Fatheree, have been inundating Claimant with various threats and acts of kidnapping and thievery. The so-called "warrants" which Respondents periodically issue are not supported by a probable cause affidavit from a man or woman having first hand knowledge that Claimant had caused harm, loss, or injury to anyone. Respondents' threats are being communicated electronically to all members, including armed members, of STATE OF OHIO's cabal of interconnected corporations. Such ongoing assaults place Claimant in a constant state of fear and intentionally inflicted emotional distress.

15. Claimant is entitled to further compensation in the amount of \$500 per day from February 21, 2023 until date of judgment for intentional infliction of mental distress in connection with Respondent Breaux's published threat on that date, of more violence and false imprisonment and the additional sum of \$500 per minute for any actual

kidnapping, assault, battery or other harms which may result from Respondent Breaux's said published threat until such time as Respondents' threats cease.

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. Respondents have already consented to Claimant's choice of Ohio Circuit Court of Record (OCCR) as a forum for any further disputes in this matter upon which Respondents have defaulted three times. According to admissions contained in Black's Law Dictionary (4th), a court of record 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 corporate enactments applicable only to legal fiction "persons". OCCR meets the Black's law dictionary definition of a "court of record" because it is a court comprised of individually sovereign men and women. Such a court 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 do not 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, OCCR 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. Most importantly, OCCR 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 may not lawfully be infringed.

III. REQUEST FOR SPECIFIC RELIEF FROM THE COURT

As a matter of law and equity, Claimant requests that this Court of Record adopt the contract formed by the agreement of the Claimant and Respondents as set forth in Exhibit A, consistently with her verified claims already defaulted upon. In particular, she requests as follows:

a. An Order to issue forthwith enjoining all Respondents either directly or indirectly through agents, from further communications, publications, or other acts threatening or carrying out the use of violence under the pretexts of corporate items bearing such numbers as 21 CRA 02797 and CR-2021-10-3811-B, all as set forth in paragraph 12 of the 1/7/23 Notice.

b. A judgment in the agreed-upon sums of \$10,680,000.00 (Ten Million Six Hundred Eighty Thousand Dollars, as defined by paragraph 12 of the 1/7/23 Notice), (c) A daily charge of \$500 for Claimant Franks' loss of use of her automobile from January 3, 2023 through the date such usage is restored to her, due to the acts of common law conversion committed by Respondent Degler, his agents, and principals, and (d) any further incidental and consequential harm attributable to further threats and acts of violence and thievery in furtherance of Respondents' criminal activity committed under the auspices of corporate items numbered 21 CRA 02797 and CR-2021-10-3811-B, all as set forth in paragraph 12 of the 1/7/23 Notice.

c. An Order issued forthwith requiring Respondents Fatheree and James and all the Respondents to return Claimant's stolen identity documents depicting her unique DNA, her likeness, and her unique fingerprints, to their own purposes, which agents of Respondent Fatheree stole from her by force and threat of force even though by doing so they were acting *ultra vires*, i.e. outside of their own procedures described in their corporate principals' statutes, codes, and regulations.

d. A Court review of the documentary evidence of new acts of common law assault, available from Respondents' online records dated February 21, 2023, such threats of further harm to Claimant having occurred after Respondents had previously admitted the unlawfulness of their previous acts of the same type.

e. A Court finding that Respondents' new threats of common law assault, battery, kidnapping, conversion, and intentional infliction of emotional distress were and are admittedly unlawful, and a consequent assessment and judgment for punitive damages in an amount that the Court shall determine, for the aforementioned new acts of domestic terrorism clearly designed to publicly humiliate and terrorize Claimant and the public at large.


VERIFICATION

I, Rebekah Franks, 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.


 Seal
 Rebekah Franks, Claimant

ACKNOWLEDGEMENT

Subscribed and sworn to before us, on the landmass known as Lake
 County, Ohio, the undersigned men and women of Ohio did on this 16 day of
March, 2023, witness the living woman known as Rebekah Franks, be duly sworn upon
 her Oath in the presence of each of us and our Heavenly Father, that she did affirm the truth of the
 statements contained in the above and foregoing Sworn Declaration or Verification¹ for the purposes
 described therein and under penalty of perjury, and set her autograph and right thumb print seal
 thereto.

 3/16/23

Katherine Hine 3/16/23

REQUEST FOR SERVICE

TO THE CLERK;

Please issue service of the above Petition with its paper document attachments upon the above named Respondents by personally serving them each at any physical or electronic address where they may be found, as indicated by previous service of

Notices upon each

 Rebekah Franks

PRELIMINARY NOTIFICATION OF ABSENCE OF AUTHORITY TO ACT, OFFER OF CONTRACT, AND NOTICE OF ONGOING PERSONAL LIABILITIES

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

January 7, 2023

From: Katherine Hine, as the living woman and next friend of Rebekah Lynn Franks, the living woman, both Claimants having been found to have come of full legal age and both being fully competent,
Claimants.

To: Kandy Fatheree, the living woman, also being agent, contractor or employee of COUNTY OF SUMMIT, a corporate legal fiction bearing Dun and Bradstreet number 002969700,
[c/o] 205 East Crosier Street
Akron, Ohio [near 44311],

Gary James, the living man, also acting as agent, contractor or employee of the corporation or corporate affiliate doing business publicly as SUMMIT COUNTY JAIL, being operated by addressees James and Fatheree,
[c/o] 205 East Crosier Street
Akron, Ohio [near 44311],

Ron Cable, David Hamilton, Jerry Larson, Jon Oldham, Nicole Walker, and Annalisa Williams, the living men and women, also acting as agents, contractors or employees of THE SUPREME COURT OF OHIO, a corporate legal fiction bearing Dun and Bradstreet number 361736051, doing business publicly as AKRON MUNICIPAL COURT,
[c/o] 217 South High Street
Akron, Ohio [near 44308],

Alison Breaux, the living woman, also acting as agent, contractor, or employee of the corporate fiction entity known as JUDICIARY COURTS OF THE STATE OF OHIO, bearing Dun and Bradstreet number 361736028 but described as "out of business" while its agents represent the entity to the public as SUMMIT COUNTY COMMON PLEAS COURT,
[c/o] 209 South High Street
Akron, Ohio [near 44308],

Sandra Kurt, the living woman, also acting as agent, contractor, or employee of the corporate fiction entity known as JUDICIARY COURTS OF THE STATE OF OHIO, bearing Dun and Bradstreet number 361736028 but described as "out of business" while its agents represent the entity to the public as SUMMIT COUNTY COMMON PLEAS COURT,
[c/o] 209 South High Street

Akron, Ohio [near 44308],

Rimma Avanesyan, the living woman, also acting as agent, contractor, or employee of the corporate fiction entity known as JUDICIARY COURTS OF THE STATE OF OHIO, bearing Dun and Bradstreet number 361736028 but described as "out of business" while its agents represent the entity to the public as SUMMIT COUNTY COMMON PLEAS COURT,

[c/o] 209 South High Street

Akron, Ohio [near 44308],

Robert Gainer, the living man, also acting as agent, contractor, or employee of the corporate fiction entity known as JUDICIARY COURTS OF THE STATE OF OHIO, bearing Dun and Bradstreet number 361736028 but described as "out of business" while its agents represent the entity to the public as SUMMIT COUNTY COMMON PLEAS COURT

[c/o] 209 South High Street

Akron, Ohio [near 44308],

Darin Powers, the living man, also acting as agent, contractor, or employee of the corporation known as CITY OF STREETSBORO, bearing Dun and Bradstreet number 782108674 and doing business as STREETSBORO POLICE DEPARTMENT,

[c/o] 2080 State Route 303

Streetsboro, Ohio [near 44241],

Dale Degler, the living man, also acting as agent, contractor, or employee of the corporation known as and doing business as GATEWAY TOWING & RECOVERY, bearing Dun and Bradstreet number 055930568,

[c/o] 8693 State Route 14

Streetsboro, Ohio [near 44241],

Job Perry, the living man, also acting as agent, contractor, or employee of the corporate fiction entity known as JUDICIARY COURTS OF THE STATE OF OHIO, bearing Dun and Bradstreet number 361736028 but described as "out of business" while its agents represent the entity to the public as SUMMIT COUNTY COMMON PLEAS COURT

[c/o] 9 Merriman Road Suite 3A

Akron, Ohio [near 44303],

Addressees.

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

ALL ADDRESSEES WILL BE DEEMED TO CONSENT TO AND ACCEPT ALL TERMS OF THIS NOTIFICATION AND OFFER TO CONTRACT BY THEIR (A) SILENCE; BY THEIR (B) CONTINUED ACTS OF COMMON LAW KIDNAPPING OR IMPRISONMENT OF CLAIMANT FRANKS; BY THEIR (C)

DIRECT OR INDIRECT DEMANDS FOR PAYMENT; BY THEIR (D) REFUSAL TO RESTORE TO CLAIMANT FRANKS ALL ITEMS OF PROPERTY EVIDENCING THEIR IDENTITY THEFT AS DESCRIBED HEREIN; OR BY (E) ANY FURTHER ACTS PURPORTING TO CLAIM NON-EXISTENT AUTHORITY OR SUBJECT MATTER JURISDICTION OVER CLAIMANT FRANKS.

THIS IS A SELF EXECUTING CONTRACT

Corp Ref No.: 21 CRA 02797 and CR-2021-10-3811-B

Preliminary Notification: This Notification is for peaceful purposes and to inform the addressees named above that none of them or their agents or principals have any statutory or common law authority to interfere with Claimant Franks' Constitutionally protected, God-given right to her personal property, her personal freedom or her right to non-commercial travel. No such authority may be presumed by addressees' continuing to aid and abet in further assaults and batteries upon her, by keeping her kidnapped, by imprisoning her, or by engaging in any of the other acts described hereinbelow. Addressees have no authority to presume Claimant Franks' consent to addressees' unlawful aggression or to addressees' corporate policies. Addressees may not presume Claimant Franks' consent to any further acts and/or threats of violence. A formal verified Notice may follow. In the interim addressees are instructed as follows:

- DSC*
SRB
KH
1. Claimants are not legal fiction "citizens", "persons", "residents" or employees of the entity variously known as UNITED STATES, united States of America, United States of America, UNITED STATES CORPORATION COMPANY, STATE OF OHIO, their subsidiaries, affiliates, franchisees or contractors, whether or not known by other names and legal fictions. As two of the people of the original Ohio republic, neither Claimant surrenders any God-given rights to the men and women who purport to be their public servants. It is the people, and not those acting as legal fiction "persons" for profit, who are the source of all law. Predecessors of addressees have repeatedly admitted their status of servitude to the people in their own "caselaw" going back to the 18th century.
 2. Notwithstanding addressees' subordinate status, and as evidenced by addressees' corporate online records, addressees, their agents and/or principals, identified online only by the designation "0950", kidnapped, assaulted, and battered Claimant Franks during the early morning hours of January 3, 2023, without a sworn declaration by a man or woman with actual personal knowledge alleging that she had caused any loss, harm or injury to any man, woman or child.
 3. The publically displayed records of addressees, their agents, or principals, affirmatively demonstrate that none of the addressees, their agents, or principals, claims any statutory or common law authority to interfere with Claimant Franks' personal freedom or right to non-commercial travel.
 4. In the absence of any fully verified warrant supported by sworn declaration that Claimant Franks caused any harm, loss, or injury to anyone, and in the absence of Claimant Franks' explicit written consent, after full disclosure to her of all material facts, addressees had and continue to have no authority to have kidnapped her on the public roadway, no authority to continue to maintain her false imprisonment, no authority to

have converted her automobile to their own uses for profit, no authority to have appropriated her identity contrary to corporate code by photographing her, by publicly posting said photograph casting her in a false light, by taking her genetic material, by taking her fingerprints, by using force or coercive threats to extort payments from her or by converting any other indicators of her personal identity to addressees' for their own purposes.

5. Not one of the addressees nor any of their agents or principals, including when acting as legal fictions, claims any ownership interest in the people's roadway upon which Claimant Franks was peaceably traveling for non-commercial purposes before addressees or their agents abducted her there, on January 3, 2023.

6. Addressees Cable, Hamilton, Larson, Oldman, Walker, Williams, Breaux, and any and all of their agents, principals, including without limitation those "visiting judges" to whom said addressees' work is outsourced are prohibited from serving in positions of public trust per the Thirteenth Article of the addressees' never-repealed 1781 Constitution, and due to admissions in corporate "caselaw" and Black's Law Dictionary (4th) conceding that administrative corporate tribunals such as the so-called AKRON MUNICIPAL COURT and SUMMIT COUNTY COMMON PLEAS COURT are not courts at all. Such legal fiction mental constructs are likewise not courts of record according to addressees' own definitions, because they fail to administer common law.

7. All addressees who are required by their own corporate statutes to execute oaths of office either have failed to execute such oaths or are in violation of same and thereby disabled from serving in positions of public trust and for that reason alone have no authority over Claimants. Addressees unlawfully assert such non-existent authority anyway.

8. All addressees who are BAR members swear allegiance to bylaws of European and domestic BAR corporations but said addressees have failed or refused to register as the foreign agents they are, in contravention of their own corporate policies set forth in the Foreign Agent Registration Act. For this reason as well, any supposed official act performed by said addressee BAR members is void and prohibited.

9. Addressees are using their own mis-cited version of corporate enactments, including without limitation, Ohio Revised Code Section "2925.11(A)(C)(1)(a)" as a pretext to justify addressees' ongoing kidnapping of Claimant Franks. Such codes may be corporate policy but they are not law. By their own terms such enactments, if they existed at all, would apply only to legal fiction "persons" or those knowingly agreeing to act as such after full disclosure of all material facts, not to living men or women, such as Claimant Franks.

10. An integral part of addressees' efforts to kidnap and falsely imprison Claimant Franks is their use of documents that are functional forgeries, the signature portions having been obviously and clumsily photo-shopped. Moreover, the documents purporting to bear the signature(s) of addressee Alison Breaux use an unauthorized version of her name, i.e. Al Breaux. Missing are wet ink signatures.

11. The undersigned has personal knowledge that Claimant Franks has explicitly rejected the corporate "personhood" label, via verified notices in which she rebutted the presumptions fraudulently created by "birth certificate" documents, as well as by her

repudiation of presumptions of corporate UNITED STATES citizenship and by rescinding voter registration in corporate "elections". The undersigned is, as are others, in possession of said verified documents and proofs of service upon other members of addressees' corporate cabal.

12. Acts of trespass upon the body or God-given rights of Claimant Franks carry financial charges in UNITED STATES dollars in the amount of Five Hundred Dollars per minute since the time of her abduction, at approximately 12:30 a.m. on January 3, 2023, each said dollar being defined to be 24.8 grains of gold or 371.25 grains of silver Coinage according to the Coinage Acts of 1792 and 1900, which are still in effect, having been created and admitted to by the predecessors of addressees' superiors. The harm addressees continue to cause to Claimant Franks contravenes the prohibitions against their conduct contained in addressees' own codes, statutes, Constitutions and "caselaw". Claimants reserve their right to serve addressees with updated Notices and fee schedules, while the harm addressees are inflicting upon Claimant Franks increases with each passing day.

13. Claimants require that all addressees provide fully executed copies of any and all bonds, insurance policies, or underwriter agreements that would compensate Claimant Franks for the harm and loss addressees have caused and continue to cause her.

14. Addressees are further instructed to complete in full the attached Public Servant Questionnaire. Addressees' corporate superiors have already admitted that the people are under no obligation to engage with the agents of their public servants unless the people are first fully informed of *all* material facts establishing the nature and purpose of any such intrusions upon the people's unalienable rights.

15. Claimants have no contract with any of the above named addressees. Claimants have consented to no intrusions upon the liberties of Claimant Franks by any addressee, his or her agents, principals, or associates.

16. In the event that any addressee disputes any of the above statements he or she must establish the factual basis for said dispute by affidavit executed by one with actual personal knowledge, within two (2) days of receipt of this Notification Said affidavit must dispute on a point for point basis, under penalty of perjury, each statement of fact and law hereinabove stated. Two days means 48 hours, including without limitation Saturdays, Sundays, and legal holidays.

17. All matters, if any, remaining in controversy shall be resolved exclusively by a common law court of record, as Claimants may elect. Any efforts by any addressee to interfere in the enforcement of the judgments of said court of record are specifically prohibited and said court's enforcement agents shall be held harmless.

18. All responses to this Notification and Notice, in addition to addressees' fully completed Public Servant Questionnaires (attached), shall be delivered by certified mail, return receipt requested, to the following prior to 5:00 p.m. two days following the date that any addressee is served with this Notification:

Debra McCabe
[c/o] 43 South Paint Street Office Two
Chillicothe, Ohio [near 45601].

ADDRESSEES ARE DIRECTED TO GOVERN THEMSELVES ACCORDINGLY.

All Rights Reserved and Retained

Katherine Hine

Seal

By: Katherine Hine

WITHOUT STATE OF OHIO

WITNESS ACKNOWLEDGEMENT

IN WITNESS WHEREOF, Katherine Hine, having first been duly sworn upon her oath, mindful of all applicable penalties for perjury, acknowledged and affirmed in our presence the truth of the statements made in the above Notification, to which we observed her place her autograph and right thumbprint seal, on this 7th day of January in the Year Two Thousand and Twenty-Three

SR Blackwell

Witness

D. S. Clay

Witness

QUESTIONNAIRE

CORPORATE-GOVERNMENT EMPLOYEE QUESTIONNAIRE For all employees or other agents of federal, state, county, municipal and township corporations, Public Law 93-579 states in part: "The purpose of this Act to provide certain safeguards for an individual against invasion of personal privacy by requiring government agencies . . . to permit an individual to determine what records (documents) pertaining to him (or her) are collected, maintained, used, or disseminated by such agencies." The following questions are based upon that act, government prohibitions regarding identity theft and recognition of the corporate statutes that define your employment. Please fill out the form completely, including the agent's identification per your records

Government-corporation employee/agent information

1.Full Legal Name:

2.Residence Address

CITY _____ STATE _____ ZIP _____

3. Badge or employee ID#

4. Employee job title

5. Employee phone number

6. Name of corporation that employs you (please use the legal all caps name as listed on Dun and Bradstreet) _____

7. Name of department, bureau or agency of that corporation that employs you

8. Name of supervisor _____

9. Supervisor's mailing address:

CITY _____ STATE _____ ZIP _____

10. Supervisor's phone number

11. Name of department head _____

12. Department head's mailing address if different from supervisor's

CITY _____ STATE _____ ZIP _____

13. Department head's phone number _____

14. Name and number of the corporate statute (rule or regulation) that generated this encounter: _____

15. Are you aware of any document (with Claimant Franks' original signature) that obligates her to adhere to this corporate statute of your employer? Yes _____ No _____

Notice: If any person or agency receives any request for information relating to Claimant Franks, you must advise her, via Debra McCabe, 43 South Paint Street Office Two Chillicothe, Ohio [near 45601]. in writing before releasing such information. Failure to do so may subject you to possible civil or criminal action as provided by this act or other law(s).

16. Have you consulted, questioned, interviewed, or received information from any third party relating to this matter?

Yes _____ No _____

If yes, give identity of all such third parties: (Use back of sheet if more area is needed.)

1. _____
2. _____
3. _____
4. _____

17. Do you reasonably anticipate either a civil or criminal action to be initiated or pursued based upon any of the information, which you have or seek?

Yes _____ No _____

18. Is there a file of records, information, or correspondence relating to Claimant Franks being maintained by this agency?

Yes _____ No _____

19. Is this agency using any information about Claimant Franks, which was supplied by another agency or government source?

Yes _____ No _____

20. Will the man or woman acting as public servant guarantee that no department [other than the one by which he is employed] will use the information in these files?

Yes _____ No _____

21. Name and address of your liability insurance carrier. _____

22. What are the policy limits per incident? _____

23. Name and address of your risk assessment corporation and its agents: _____

I hereby sign or affirm under the penalty of perjury that the answers to the above and foregoing 23 questions, with all sub-parts are true, complete, and correct in every particular.

Signature of Public Servant or Agent

**AFFIDAVIT OF SERVICE OF 1/7/23 NOTICE AND OF ADDRESSEES'
NON-RESPONSES**

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

1. I am a living woman living on the land mass known as Ross County, Ohio.
2. I have no legal or lawful interest in the outcome of any proceedings involving the living woman, Rebekah Franks, the entity known as REBEKAH FRANKS or REBEKAH LYNN FRANKS, or the below named men and women.
3. I am more than 18 years of age and am *sui juris*.
4. All terms I use in this Affidavit are as they are normally understood in American English speech, as used in Webster's 1828 dictionary, and as I understand their meaning.
5. I personally verified the filling, sealing and delivery, of envelopes of true and correct copies of the 1/7/23 "PRELIMINARY NOTIFICATION OF ABSENCE OF AUTHORITY TO ACT, OFFER OF CONTRACT, AND NOTICE OF ONGOING PERSONAL LIABILITIES" (hereinafter, "the 1/7/23 Notice", posted in full at <https://occr2021.com/pending-cases/>), to the following men and women as indicated. Respondents were all served with said 1/7/23 Notice, often several times and by several means, as follows:

Kandy Fatheree by sending it via UNITED STATES POST OFFICE mail to her on the 9th day of January, 2023 [c/o] 205 East Crosier Street, Akron, Ohio [near 44311], and by successfully faxing to her at 330-434-2701 and at 330-643-7451 on the 10th day of January, 2023. She was also served by email on January 9, 2023 at civilbureau@sheriff.summitoh.net and at aid@inmateaid.com.

Gary James, by sending the Notice via UNITED STATES POST OFFICE mail to him on the 9th day of January, 2023 [c/o] 205 East Crosier Street, Akron, Ohio [near 44311], by successfully faxing to him on January 10, 2023 at 330-375-2303 and at 330-375-2392.

Ron Cable, David Hamilton, Nicole Walker, and Annalisa Williams, and/or their successors on the 9th day of January, 2023 by sending the Notice via UNITED STATES POST OFFICE mail to them [c/o] 217 South High Street, Akron, Ohio [near 44308], and by successfully faxing to them on the 10th day of January, 2023 at 330-375-2024.

Alison Breaux, on the 9th day of January, 2023 by sending the Notice via UNITED STATES POST OFFICE mail to her [c/o] 209 South High Street, Akron, Ohio [near 44308]. and by successfully faxing to her on the 10th day of January, 2023 by her agent, Sandra Kurt at 330-643-2213. Breaux was also served via her agent, Sandra Kurt, by January 9, 2023 emails to summitcpclerk@summitoh.net

and to breauxcourt@cpccourt.summitoh.net, the latter email address being represented to be hers, in the January 4, 2023 entry in corporate item number CR-2021-10-3811-B.

Sandra Kurt, on the 9th day of January, 2023 by sending the Notice via UNITED STATES POST OFFICE mail to her [c/o] 209 South High Street, Akron, Ohio [near 44308] and by successfully faxing to her on the 10th day of January, 2023 at 330-643-2213. Kurt was also served on January 9, 2023 by email to summitcpclerk@summitoh.net.

Rimma Avanesyan, by sending the Notice via UNITED STATES POST OFFICE mail to her on the 9th day of January, 2023 [c/o] 209 South High Street, Akron, Ohio [near 44308]. Avanesyan was also served by email the same date to ravanesyan@prosecutor.summitoh.net.

Ilene Shapiro, successor of Robert Gainer, by sending the Notice via UNITED STATES POST OFFICE mail to her predecessor, Robert Gainer, on the 9th day of January, 2023 [c/o] 209 South High Street, Akron, Ohio [near 44308]. Shapiro was also served on January 9, 2023 by her agents, Sandra Kurt, at summitcpclerk@summitoh.net and Leonard Belfiore, at lbelfiore@summitoh.net.

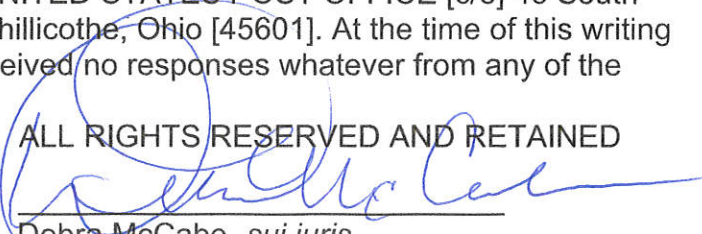
Tricia Wain, successor of the original addressee, Darin Powers, by sending the Notice via UNITED STATES POST OFFICE mail to them as well as to Sharon Gumm, agent for Wain, [c/o] 2080 State Route 303, Streetsboro, Ohio [near 44241] via sgumm@streetsboropolice.com, on January 9, 2023. Wain confirmed receipt using the email pwain+canned.response@streetsboropolice.com.

Dale Degler, by sending the Notice on the 9th day of January, 2023 via UNITED STATES POST OFFICE mail to him [c/o] 8693 State Route 14, Streetsboro, Ohio [near 44241].

Job Perry, by sending the Notice on the 9th day of January, 2023 via UNITED STATES POST OFFICE mail to him [c/o] 9 Merriman Road Suite 3A, Akron, Ohio [near 44303]. He was also served on the same date by email to jobesau@1stcounsel.com.

6. I normally receive mail from UNITED STATES POST OFFICE [c/o] 43 South Paint Street Office B (or Two), Chillicothe, Ohio [45601]. At the time of this writing I have checked that mail and received no responses whatever from any of the Respondent Addressees.

ALL RIGHTS RESERVED AND RETAINED



Debra McCabe, *sui juris*
Without STATE OF OHIO

ACKNOWLEDGEMENT

Subscribed and sworn to before me and in my presence, the undersigned notary public, this 14 day of January, 2023 by Debra McCabe whose autograph on the above AFFIDAVIT OF SERVICE OF 1/7/23 NOTICE AND OF ADDRESSEES' NON-RESPONSES I witnessed on this date on the land mass of Ross County, Ohio.



Notary Public

My Commission Expires: 5/9/27



KELSEY M HOLMES
Notary Public State of Ohio
My Commission Expires
May 9, 2027

**NOTICE OF FAULT AND OPPORTUNITY TO CURE AND EXPLAIN
REFUSAL TO RESPOND TO 1/7/23 NOTICE OF LIABILITY FOR COMMON
LAW TRESPASS TO RIGHTS**

January 13, 2023

FROM: Katherine Hine, as the living woman and next friend of Rebekah Lynn Franks, the living woman, both Claimants having been found to have come of full legal age and both being fully competent,
Claimants.

TO: Kandy Fatheree, Gary James, Ron Cable, David Hamilton, Jerry Larson, Jon Oldham, Nicole Walker, Annalisa Williams, Alison Breaux, Sandra Kurt, Rimma Avanesyan, Ilene Shapiro, Tricia Wain, Dale Degler, Job Perry, and Paul Kelley,
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 THE PRIOR NOTICE/ OFFER TO CONTRACT BY THEIR (A) SILENCE; BY THEIR (B) CONTINUED ACTS OF COMMON LAW KIDNAPPING OR IMPRISONMENT OF CLAIMANT FRANKS; BY THEIR (C) DIRECT OR INDIRECT DEMANDS FOR PAYMENT; BY THEIR (D) REFUSAL TO RESTORE TO CLAIMANT FRANKS ALL ITEMS OF PROPERTY EVIDENCING THEIR IDENTITY THEFT AS DESCRIBED HEREIN; OR BY (E) ANY FURTHER ACTS PURPORTING TO CLAIM NON-EXISTENT AUTHORITY OR SUBJECT MATTER JURISDICTION OVER CLAIMANT FRANKS.

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.

R.H.
J.C.
R.M.L.

B. Respondents above named are hereby noticed that each is in fault of an opportunity to reply to the January 7, 2023 "PRELIMINARY NOTIFICATION OF ABSENCE OF AUTHORITY TO ACT, OFFER OF CONTRACT, AND NOTICE OF ONGOING PERSONAL LIABILITIES" (hereinafter the "January 7, 2023 Notice") as set forth below: Respondent Wain, successor to the initially named addressee Powers, and Respondent Shapiro, successor to the initially named addressee Gainer, were both served with the January 7, 2023 Notice, as indicated in detail in the "AFFIDAVIT OF SERVICE OF 1/7/23 NOTICE AND OF ADDRESSEES' NON-RESPONSES", which is posted at <https://occr2021.com/pending-cases/>. The new Respondent, Paul Kelley, has been added because Respondent Breaux injected him into this matter according to a corporate entry dated January 9, 2023, after Claimants' January 7, 2023 Notice went out. NOTE: Difficulties in determining the identities of Respondents and others continuing to cause and financially benefit from the abduction of Claimant Rebekah Franks are primarily due to the failures or refusals of Respondents, their agents and principals, to provide adequate or current transparency online.

C. True and correct copies of the said January 7, 2023 Notice were served upon all of the Respondents above named on the dates indicated in the above referenced Affidavit executed by Debra McCabe posted as set forth hereinabove.

D. The above referenced and posted "Affidavit of Service of 1/7/23 Notice and of Addressees' Non-Responses" of Debra McCabe verifies that the most recent date of service upon the above named original Respondent men, women, and their agents occurred on January 10, 2023.

E. The January 7, 2023 Notice informed each Respondent the specific manner in which he or she would be required to respond, i.e. the Forty-Eight (48) Hour deadline for doing so.

F. Not one of the Respondents has to date provided any response in the manner specified in the January 7, 2023 Notice, or in any manner at all, as is verified by the above referenced Affidavit of Debra McCabe.

G. Respondents Breaux, James, Fatheree, Wain, Degler and Perry along with their agents and principals, despite having been served with the January 7, 2023 Notice, continued thereafter to maintain their kidnapping and false imprisonment of Claimant Franks, accompanied by assaults, batteries, extortionate demands for payment, threats and acts of violence.

H. All Respondents, their principals and agents participated in the intentional infliction of emotional distress against Claimant Franks at all times since her original kidnapping on January 3, 2023. They did so as agents or principals of Respondents Breaux, James, Fatheree, Wain, Degler, Perry and their corporate principals and agents whether or not specifically named as Respondents herein.

I. Respondents have each been given the opportunity to dispute each of the statements made in the 1/7/23 Notice establishing the absence of subject matter jurisdiction or other authority to have committed any of the acts hereinbefore described.

J. Each of the Respondents, by remaining silent and by their continuing and now escalating extortionate conduct since the initial January 3, 2023 abduction as specified in the January 7, 2023 verified Notice herein, failed to dispute, consented by their specific conduct, and therefore agreed to each of the provisions set forth in the 1/7/23 Notice.

K. Each Respondent therefore has rejected his or her due process opportunity to respond in the manner required by said Notice and accepted all terms of the contract offered therein.

L. Each Respondent has by his or her silence and by his or her continuing tortuous conduct admitted to the statements made in said 1/7/23 Notice, accepted the offer to contract contained therein, and has consented to the waiver of his or her right to respond in the manner required by the 1/7/23 Notice with a specific, verified, and sworn reply.

M. Claimants deny any legal effect which may hereafter be attributed to any and all post-abduction statements or representations that any Respondent may claim that Claimant Franks has made or will make, directly or via any attorney, including without limitation via the new Respondent Kelley, during Claimant Franks' ongoing kidnapping or imprisonment. Any such purported statements neither have nor will have any legal or lawful effect due to the duress she continues to suffer from Respondents' ongoing and unlawful January 3, 2023 abduction of her. Respondents named in the 1/7/23 Notice continue to refuse to deny any of the verified sworn statements contained in said Notice.

II. NOTICE OF OPPORTUNITY TO CURE

A. As of the effective date(s) set out in the 1/7/23 Notice, original Respondents above named have 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 1/7/23 Notice. Each original Respondent, and any Respondent who is an agent, officer or principal of any original Respondent or of his or her corporate principal, such as Respondent Kelley, is therefore subject to any and all of the terms therein.

B. As a result of the instant contract set out in the 1/7/23 Notice, duly delivered to each Respondent as verified in the above referenced "Affidavit of service of 1/7/23 notice and of addressees' non-responses", a default judgment may be sought against said defaulting Respondents.

C. Original Respondents have accepted their own individual personal liabilities and the terms of Claimant's contract offer, not only by their silence but also by their continued acts of common law kidnapping or imprisonment of Claimant Franks, by said

Respondents' direct or indirect demands for payment, by Respondents' refusals to restore to Claimant Franks all items of property evidencing their identity theft as described in the January 7, 2023 Notice, as well as by their ongoing acts purporting to claim non-existent authority or subject matter jurisdiction over Claimant Franks.

D. Original Respondents having waived the right to respond, by continuing and escalating their unlawful conduct, have tacitly and explicitly admitted and failed to contest the facts set forth in the 1/7/23 Notice as instructed in said Notice, and rejected the due process opportunity Claimants offered them.

E. In the event that any original Respondent failed to accept the remedy offered in the 1/7/23 Notice by claiming that his or her silence or his or her extortionate or violent conduct was an oversight, mistake, or otherwise unintentional, Claimants grant any such Respondent Two (2) additional days from the date of service of the within Notice, to CURE the fault and effect the remedy. As set forth in the 1/7/23 Notice, Two days means 48 hours, irrespective of Saturdays, Sundays, or legal holidays.

F. In the event that any Respondent claims such oversight, mistake, or otherwise ignoring of his or her obligation to respond was unintentional, such Respondent is required to explain by affidavit the factual nature, point by point, of any such claim.

G. If any original Respondent fails to cure his or her prior default, as specified herein, then, by operation of law, such second failure to respond as required by the 1/7/23 Notice may constitute the FINAL agreement and admission of the liability of said original Respondents as further explained in the above referenced January 7, 2023 Notice and now accepted contract offer. All fees set forth in paragraph 12 of the 1/7/23 Notice, and as now agreed to by Respondents, continue to accumulate during this time.

H. In the case of failure to pay any fees or the agreed upon compensation 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.

I. In order to qualify for relief from his or her failure to respond as instructed at paragraph F hereinabove, any such Respondent is also required to fully complete the Questionnaire attached to the 1/7/23 Notice.

J. Any further actions shall be taken in accordance with the procedures, jurisdictions, and penalties thereof set forth in the 1/7/23 Notice as defaulted. Respondents are hereby informed that the contract created by said 1/7/23 Notice and their acceptance of the offer contained therein resolves all monetary and equitable disputes between Claimants and Respondents but does nothing to resolve any future grand jury investigation of Respondents' criminal liabilities in connection with the same acts.

K. REPLY to this Notice of Fault and Opportunity to Cure and to the original 1/7/23 Notice MUST BE RECEIVED by 5 p.m. on the effective date, which is within TWO (2) DAYS from the date of each Respondent's RECEIPT of the within Notice, all as previously set forth in the 1/7/23 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 1/7/23 Notice and thus be by U.S. certified mail, return receipt requested and by restricted delivery to:

Debra McCabe,
[c/o] 43 South Paint Street Office B
Chillicothe, Ohio [45601]

**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 THEIR (A) SILENCE; BY THEIR
(B) CONTINUED ACTS OF COMMON LAW KIDNAPPING OR IMPRISONMENT OF
CLAIMANT FRANKS; BY THEIR (C) DIRECT OR INDIRECT DEMANDS FOR
PAYMENT; BY THEIR (D) REFUSAL TO RESTORE TO CLAIMANT FRANKS ALL
ITEMS OF PROPERTY EVIDENCING THEIR IDENTITY THEFT AS DESCRIBED
HEREIN; OR BY (E) ANY FURTHER ACTS PURPORTING TO CLAIM NON-
EXISTENT AUTHORITY OR SUBJECT MATTER JURISDICTION OVER CLAIMANT
FRANKS.**

THIS IS A SELF-EXECUTING CONTRACT

ALL RIGHTS RESERVED AND RETAINED

Katherine Hine
Katherine Hine, *sui juris*
Claimant

WITNESS ACKNOWLEDGEMENT

IN WITNESS WHEREOF, Katherine Hine, being mindful of all applicable penalties for perjury, acknowledged and affirmed in our presence the truth of the statements made in the above NOTICE OF FAULT AND OPPORTUNITY TO CURE AND EXPLAIN REFUSAL TO RESPOND TO 1/7/23 NOTICE OF LIABILITY FOR COMMON LAW TRESPASS TO RIGHTS, to which we observed her place her autograph and right thumbprint seal, on this 13th day of January in the Year Two Thousand and Twenty-Three.

Luciano Constantino
Witness

Rose Mary Long
Witness

AFFIDAVIT OF SERVICE OF 1/13/2023 NOTICE

The undersigned Rose Mary Long, being mindful of the existence of penalties for perjury, hereby affirms and states 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 the living woman, Rebekah Franks, the entity known as REBEKAH FRANKS or REBEKAH LYNN FRANKS, or the below named men and women.
3. I am more than 18 years of age and am *sui juris*.
4. All terms I use in this Affidavit are as they are normally understood in American English speech, as used in Webster's 1828 dictionary, and as I understand their meaning.
5. I personally verified the filling, sealing and delivery, of envelopes of true and correct copies of my notification to the following men and women as indicated, of the online link (<https://occr2021.com/pending-cases/>) to the 1/13/2023 "NOTICE OF FAULT AND OPPORTUNITY TO CURE AND EXPLAIN REFUSAL TO RESPOND TO 1/7/2023 NOTICE OF LIABILITY FOR COMMON LAW TRESPASS TO RIGHTS" (hereinafter, "the 1/13/2023 Notice").
6. Service of the 1/13/2023 Notice on the Respondents was completed either by email, fax, or by service upon the Respondent's agent or principal, in each instance, informing each as follows:

"Respondents Kandy Fatheree, Gary James, Ron Cable, David Hamilton, Jerry Larson, Jon Oldham, Nicole Walker, Annalisa Williams, Alison Breaux, Sandra Kurt, Rimma Avanesyan, Ilene Shapiro, Tricia Wain, Dale Degler, Job Perry, Paul Kelley, Micah Bergey, and Cynthia Carney shall take note that each of you, your agents, and your principals have all been served with the January 13, 2023 NOTICE OF FAULT AND OPPORTUNITY TO CURE AND EXPLAIN REFUSAL TO RESPOND TO 1/7/2023 NOTICE OF LIABILITY FOR COMMON LAW TRESPASS TO RIGHTS. Said 1/13/2023 Notice, as well as the original 1/7/2023 First Notice with affidavit confirming service of and non-response to the 1/7/2023 Notice may be found posted at <https://occr2021.com/pending-cases/>."

7. I also confirmed the emailing, faxing, or other service of the link to and notification of said 1/13/2023 Notice to the named Respondents as follows:

Kandy Fatheree by successfully faxing to her at 330-434-2701 and at 330-643-7451 on the 20th day of January, 2023. She was also served by email on January 16, 2023, at civilbureau@sheriff.summitoh.net and at aid@inmateaid.com.

Gary James, by successfully faxing to him on January 20, 2023, at 330-375-2303 and at 330-375-2392.

Ron Cable, David Hamilton, Nicole Walker, and Annalisa Williams, and/or their successors on the 20th day of January 2023 by successfully faxing to them at 330-375-2024.

Alison Breaux, by successfully faxing to her on the 20th day of January 2023 by her agent, Sandra Kurt at 330-643-2213. Breaux was also served via her agent, Sandra Kurt, by January 16, 2023, emails to summitcpclerk@summitoh.net and to breauxcourt@cpccourt.summitoh.net, the latter email address being represented to be hers, in the January 4, 2023, entry in corporate item number CR-2021-10-3811-B.

Sandra Kurt, by successfully faxing to her on the 20th day of January 2023 at 330-643-2213. Kurt was also served on January 16, 2023, by email to summitcpclerk@summitoh.net.

Rimma Avanesyan, by email on 1/16/2023 to her at ravanessian@prosecutor.summitoh.net.

Ilene Shapiro, successor of Robert Gainer, was served on January 16, 2023, by her agents, Sandra Kurt, at summitcpclerk@summitoh.net and Leonard Belfiore, at lbelfiore@summitoh.net.

Tricia Wain, successor of the original addressee, Darin Powers, and her agent, Sharon Gumm, were served via sgumm@streetsboropolicy.com, on January 16, 2023.

Dale Degler, by sending the link to the Notice on the 21st day of January 2023 by email to him at thegatewaytransport@yahoo.com, at jdegler@gmail.com, and to him at dj4degler@hotmail.com.

Job Perry, by sending the link to the Notice to him on 1/16/2023 by email to jobesau@1stcounsel.com.

Paul Kelley, by sending the link to the Notice to him on 1/16/2023 by email to pkelley616@gmail.com.

Micah Bergey, by sending the link to the Notice to him or her on 1/16/2023 by email to micah@orianahouse.org.

ALL RIGHTS RESERVED AND RETAINED

Rose Mary Long

Rose Mary Long, *sui juris*
Without STATE OF OHIO

ACKNOWLEDGEMENT

Subscribed and sworn to before me and in my presence, the undersigned notary public, this 21 day of January 2023 by Rose Mary Long whose autograph on the above AFFIDAVIT OF SERVICE OF 1/13/2023 NOTICE I witnessed on this date on the land mass of Cuyahoga County, Ohio.

CPowell

Notary Public

My Commission Expires: 3/14/2026



CHANDRA POWELL
Notary Public
State of Ohio
My Comm. Expires
March 14, 2026

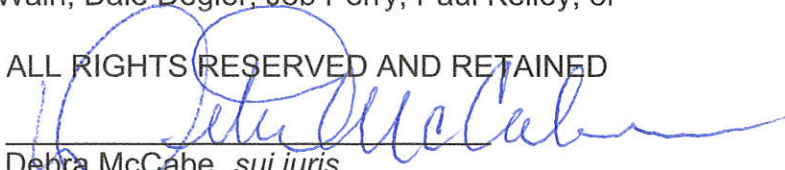
AFFIDAVIT OF NON-RESPONSE TO 1/13/23 NOTICE

The undersigned Debra McCabe, being mindful of the existence of penalties for perjury, hereby affirms and states 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 the living woman, Rebekah Franks, the entity known as REBEKAH FRANKS or REBEKAH LYNN FRANKS, or the below named men and women.
3. I am more than 18 years of age and am *sui juris*.
4. All terms I use in this Affidavit are as they are normally understood in American English speech, as used in Webster's 1828 dictionary, and as I understand their meaning.
5. I regularly receive U.S. mail at 43 South Paint Street Office B (or Two), Chillicothe, Ohio [45601], the address designated in Katherine Hine and Rebekah Franks' 1/13/23 "NOTICE OF FAULT AND OPPORTUNITY TO CURE AND EXPLAIN REFUSAL TO RESPOND TO 1/7/23 NOTICE OF LIABILITY FOR COMMON LAW TRESPASS TO RIGHTS" (hereinafter, "the 1/13/23 Notice") for Respondents to send any responses they might have.
6. I have as of the date indicated hereinbelow, not received any responses to the aforementioned 1/13/23 Notice from any of the following Respondents:

Kandy Fatheree, Gary James, Ron Cable, David Hamilton, Jerry Larson, Jon Oldham, Nicole Walker, Annalisa Williams, Alison Breau, Sandra Kurt, Rimma Avanesyan, Ilene Shapiro, Tricia Wain, Dale Degler, Job Perry, Paul Kelley, or Micah Bergey.

ALL RIGHTS RESERVED AND RETAINED


Debra McCabe, *sui juris*
Without STATE OF OHIO

ACKNOWLEDGEMENT

Subscribed and sworn to before me and in my presence, the undersigned notary public, this 24 day of January, 2023 by Debra McCabe whose autograph on the above AFFIDAVIT OF NON-RESPONSE TO 1/13/23 NOTICE I witnessed on this date on the land mass of Ross County, Ohio.


Notary Public

My Commission Expires: 6/16/27



BRANDON LAWSON
Notary Public State of Ohio
My Commission Expires
June 16, 2027

February 16, 2023

**NOTICE OF DEFAULT AND IMMINENT LIABILITY FOR COMMON LAW
TRESPASS TO RIGHTS**

FROM: Rebekah Franks, as the living woman, having been found to have come of full legal age and being fully competent,
Claimant.

TO: Kandy Fatheree, Gary James, Alison Breaux, Sandra Kurt, Rimma Avanesyan, Ilene Shapiro, Tricia Wain, Dale Degler, Job Perry, Original Respondents, Paul Kelley, Micah Bergey, Justin Leidel, Aaron Coates, Wesley Johnston, Supplemental Respondents, and any other new Respondent agents or principals whose participation the original Respondents may seek to involve,
Respondents.

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

ALL RESPONDENTS, BOTH ORIGINALLY NAMED AND SUBSEQUENTLY ADDED, WILL BE DEEMED TO HAVE CONSENTED TO AND ACCEPTED ALL TERMS OF THIS NOTICE AND THE PRIOR NOTICES AND OFFERS TO CONTRACT BY THEIR (A) SILENCE; BY THEIR (B) CONTINUED ACTS OF COMMON LAW KIDNAPPING OR IMPRISONMENT OF CLAIMANT FRANKS; BY THEIR (C) DIRECT OR INDIRECT DEMANDS FOR PAYMENT; BY THEIR (D) REFUSAL TO RESTORE TO CLAIMANT FRANKS ALL ITEMS OF PROPERTY EVIDENCING THEIR IDENTITY THEFT AS DESCRIBED HEREIN; OR BY (E) ANY FURTHER ACTS PURPORTING TO CLAIM NON-EXISTENT AUTHORITY OR SUBJECT MATTER JURISDICTION OVER CLAIMANT FRANKS.

THIS IS A SELF-EXECUTING CONTRACT

ALL RESPONDENTS ABOVE NAMED, including without limitation, the original Respondents Fatheree, Breaux, Kurt, Avanesyan, Shapiro, Wain, Degler, and Perry, hereinafter referred to as the "original Respondents", and the more recently named Respondents designated as "supplemental Respondents", i.e. Kelley, Bergey, Leidel, Coates and Johnston, shall take note as follows:

1. You, as the "original Respondents", as well as supplemental Respondents Kelley, Bergey, Leidel, Coates, and Johnston, who have acted at all times as agents of original Respondents or their principals, are all in DEFAULT of an opportunity to reply to the 1/7/23 "PRELIMINARY NOTIFICATION OF ABSENCE OF AUTHORITY TO ACT, OFFER OF CONTRACT, AND NOTICE OF ONGOING PERSONAL LIABILITIES"

[hereinafter the 1/7/23 Notice] which was served upon each of you original Respondents on or before 1/10/23, as indicated by the 1/14/23 Affidavit of Service of said 1/7/23 Notice showing effective service by multiple means and the failure of each original Respondent to respond as instructed or in any manner whatever.

2. The Supplemental Respondents, Kelley, Bergey, Leidel, Coates, and Johnston are agents of the Original Respondents Breau, Wain, or their principals. Respondents Leidel and Coates, acting as agents of original Respondents, effected the original kidnap of Claimant on or about January 2, 2023 at 11 p.m. Respondent Bergey is an agent of the private, for profit corporation or other legal fiction doing business as "CASC", also known as Community Alternative Sentencing Center.

3. All Respondents are also in DEFAULT of an opportunity to reply to the 1/13/23 "NOTICE OF FAULT AND OPPORTUNITY TO CURE AND EXPLAIN REFUSAL TO RESPOND TO 1/7/23 NOTICE OF LIABILITY FOR COMMON LAW TRESPASS TO RIGHTS" [hereinafter the 1/13/23 Notice] or to make any belated attempt to reply to the 1/7/23 Notice.

4. Original Respondents have now each been given two opportunities to dispute each of the statements made in the 1/7/23 Notice establishing the absence of subject matter jurisdiction or other authority to have abducted and then detained Claimant. The original 1/7/23 Notice, its affidavit of service and non-response, as well as the 1/13/23 Notice, with its affidavit of service and separate affidavit of non-response are publicly posted at <https://occr2021.com/pending-cases/>.

5. You Original Respondents, are also in DEFAULT of an opportunity to reply to the aforementioned 1/13/23 NOTICE, which was your second Notice. Said 1/13/23 Notice was served upon each of you, as indicated by the 1/21/23 Second Affidavit of Service. The date of delivery of the 1/13/23 Notice to the last of the Respondents occurred on or before 1/21/23.

6. As original Respondents, you have each failed to respond to the 1/7/23 Notice by the Effective Date of 1/12/23, which was more than (2) days from date of last receipt of said 1/7/23 Notice, and having also failed to respond to the 1/13/23 Notice by its Effective Date of 1/23/23, all as specified in said 1/7/23 and 1/13/23 Notices, are thereby in DEFAULT of an opportunity to cure as lawfully offered in the 1/7/23 Notice.

7. Each Respondent has to date been given the opportunity to:

a. State a claim as stated in the first and second notices above referenced;

b. 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 by verified Notice 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 or she took individually or on behalf of his or her corporate principal(s), by kidnapping Claimant, and assaulting, battering and kidnapping Claimant during the

period from 11 p.m. on January 2, 2023 through 7 p.m. January 17, 2023, and by converting her private property to his or her own use, among Respondents' other trespasses to Claimant Franks' rights. During said period, all Respondents participated, directly or indirectly, in assaulting, battering, and kidnapping Claimant, as well as by robbing her of her private property including without limitation, representations of her identity, her genetic material, and her automobile, all of which actions caused and continue to cause her harm. With the exception of maintaining Claimant falsely imprisoned, all said harm and threats of harm continue as of the date of this Notice.

c. Cure the failures to respond to the 1/7/23 and 1/13/23 Notices as specified therein.

8. By remaining silent and/or by participating in conduct prohibited by common law as specifically set forth in the 1/7/23 and 1/13/23 Notices, each of you original Respondents, your agents, and principals, have agreed with all terms of the contract thereby created. Respondents, including without limitation supplemental Respondent Johnston, have also committed additional acts confirming their agreement with the terms of the January 7, 2023 Notice, including its contract offer, by conveying to Claimant a new threat of assault, battery, and kidnap, via supplemental Respondent Johnston's email to her dated February 15, 2023.

9. 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 1/7/23 and the 1/13/23 Notices, a binding DEFAULT JUDGMENT may be issued against each Respondent. Each Supplemental Respondent has received Notice by agency, as to the previous two Notices and may also be subject to said liabilities via Default Judgment.

10. On or about January 31, 2023, Respondent Kurt caused delivery of a form entitled "Return of Filing" by ordinary mail to Debra McCabe as evidenced by the "SUPPLEMENTAL AFFIDAVIT OF NON-RESPONSE TO EITHER THE 1/7/13 OR 1/13/23 NOTICES" accompanying this Third Notice. Respondent Kurt's form does not constitute the response required by paragraph 16 of the January 7, 2023 Notice. Respondent's form completely fails to dispute any of the statements of fact or law set forth in the January 7, 2023 Notice. It fails to be verified by affidavit executed by one with actual personal knowledge disputing on a point for point basis under penalty of perjury as required by paragraph 16 of said January 7, 2023 Notice. It also fails to be sent by certified mail within the time specified. What Respondent Kurt's form is, is a belated attempt to falsely imply that Claimants' notices had been served upon Respondents for purposes of filing them when there is zero evidence that this occurred. If Respondent Kurt in fact filed anything at all, that was a decision she made without any effort on the part of Claimants. Claimants do not file in the fraudulent corporate tribunal system which masquerades as a court system.

11. Respondents continue without cause to refuse to complete the public servant questionnaire documents attached to the 1/7/23 Notice. Respondents are accountable to the public for such information, as Respondents have failed to deny, although

ransom for said kidnap committed on January 2, 2023. Claimants again informed said Respondents of their fault and provided them with an opportunity to cure, by means of their 1/13/23 Notice. "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.

15. Respondents upon being served with the 1/13/23 Notice of Fault and Opportunity to Cure again failed to hear Claimant or to respond, although they were each allowed a reasonable time frame in which to do so, by reason of which Claimant Franks is now, via the within Notice of Default and Imminent Liability, again informing Respondents, in the presence of the broader community, originally, the church. "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

16. Upon the 3rd refusal of any Respondent to respond, accompanied by the conduct originally specified as the means of accepting the original 1/7/23 contract offer, together constitute the "meeting of the minds" each Respondent has clearly expressed at least twice, as to all the terms of the original self-executing contract. As original Respondents are imminently in default for having failed to reply, further failures to respond as instructed shall constitute the FINAL admission and agreement of the parties as stated in the three NOTICES as defaulted.

17. BINDING JUDGMENT: Any Respondent failing to respond as defined herein or any Respondent who engages in the conduct specified in the original Notice as acceptance of the Offer contained in said original Notice, agrees that a Binding Judgment by default 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 or member of the public. Any Respondent who further fails to respond as defined herein, and as previously conceded, 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, possee members, members of the public, or against any corporate code enforcers, 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.

18.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 occurrence of all of the following previously set-forth conditions: (a) discharge or "dismissal with prejudice" of the current corporate proceedings due to lack of subject matter jurisdiction,(b) payment in full of all charges for liability incurred from January 2, 2021 at 11:00 p.m.through January 17, 2023 at 7:00 p.m. in the agreed upon sum of

\$10,680,000.00 (Ten Million Six Hundred Eighty Thousand Dollars, as defined by paragraph 12 of the 1/7/23 Notice), (c) A daily charge of \$500 for Claimant Franks' loss of use of her automobile from January 3, 2023 through the date such usage is restored to her, due to the acts of common law conversion committed by Respondent Degler, his agents, and principals, and (d) any further incidental and consequential harm attributable to further threats and acts of violence and thievery accompanying Respondents' criminal activity known as 21 CRA 02797 and CR-2021-10-3811-B, all as set forth in paragraph 12 of the 1/7/23 Notice.

19. All Respondents are further hereby notified that Respondents' third and final refusals to specifically deny the facts establishing the existence of their threats, frauds, and continuing acts of common law trespass against Claimant including without limitation false arrest, kidnapping, assault, battery, extortion, false imprisonment, and/or conversion may be considered additional evidence of Respondents' non-existent Constitutional authority, in the event that such acts become the subject of statutory or common law grand jury inquiry. Respondents are therefore specifically Noticed as a matter of courtesy that such third failure to respond in the manner repeatedly indicated by this and prior Notices, while said Respondents continue to commit acts of extortion, thievery, and threats of violence against Claimant, may be considered as evidence of *scienter* or *mens rea*.

20. The above Notice is a legal and lawful notice. Respondents may deny said Notice ONLY as specifically instructed and by serving the natural woman, Rose Mary Long, by certified, restricted delivery U.S. Mail, with return receipt, to the following, to-wit:

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

within Three (3) days after the delivery of this Notice. Thereafter, the liabilities listed above may not be denied or avoided by either the Original or Supplemental Respondents named in this and in prior Notices.

NOTE: Newly named supplemental Respondents are being provided with references to the previous Notices 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.

Claimant Rebekah Franks hereby adopts and acknowledges that each and every statement made in the within Notice of Default and in prior Notices is true and correct.

ALL RIGHTS RESERVED



Rebekah Franks, *sui juris*

Claimant, A True Living daughter of YHWH, a
Woman, Steward of Elohim, With All Rights Given

By El Shaddai, in and through Yahushua ha
Mashiach;
Without STATE OF OHIO

WITNESS ACKNOWLEDGEMENT

Subscribed and sworn to before us, the undersigned living people, this 16 day of February, 2023 by
Rebekah Franks, whose autograph and right thumb print seal she placed hereinabove, as we witnessed
on this date on the landmass known as Lake County, Ohio.

Shawn Davis
Witness

Kelly Fike
Witness

**SUPPLEMENTAL AFFIDAVIT OF NON-RESPONSE TO EITHER THE 1/7/13
OR 1/13/23 NOTICES**

The undersigned Debra McCabe, being mindful of the existence of penalties for perjury, hereby affirms and states 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 the living woman, Rebekah Franks, the entity known as REBEKAH FRANKS or REBEKAH LYNN FRANKS, or the below named men and women.
3. I am more than 18 years of age and am *sui juris*.
4. All terms I use in this Affidavit are as they are normally understood in American English speech, as used in Webster's 1828 dictionary, and as I understand their meaning.
5. I regularly receive U.S. mail at 43 South Paint Street Office B (or Two), Chillicothe, Ohio [45601], the address designated in Katherine Hine and Rebekah Franks' 1/13/23 "NOTICE OF FAULT AND OPPORTUNITY TO CURE AND EXPLAIN REFUSAL TO RESPOND TO 1/7/23 NOTICE OF LIABILITY FOR COMMON LAW TRESPASS TO RIGHTS" (hereinafter, "the 1/13/23 Notice") for Respondents to send any responses they might have.
6. As I have previously stated by affidavit dated January 24, 2023, I had received no responses to the aforementioned 1/13/23 Notice from any of the following Respondents: Kandy Fatheree, Gary James, Ron Cable, David Hamilton, Jerry Larson, Jon Oldham, Nicole Walker, Annalisa Williams, Alison Breau, Sandra Kurt, Rimma Avanesyan, Ilene Shapiro, Tricia Wain, Dale Degler, Job Perry, Paul Kelley, or Micah Bergey.
7. On January 31, 2023, I received the attached communication from Sandra Kurt. It did not arrive by certified mail, as Respondents had been instructed in both the January 7, 2023 Notice and in the January 13, 2023 Notice. This was the only attempt at a response I ever received.

ALL RIGHTS RESERVED AND RETAINED


Debra McCabe, *sui juris*
Without STATE OF OHIO

ACKNOWLEDGEMENT

Subscribed and sworn to before me and in my presence, the undersigned notary public, this 9th day of February, 2023 by Debra McCabe whose autograph on the above SUPPLEMENTAL AFFIDAVIT OF NON-RESPONSE TO EITHER THE 1/7/23 OR 1/13/23 NOTICES, I witnessed on this date on the land mass of Ross County, Ohio.


Notary Public

My Commission Expires: 6/16/27



BRANDON LAWSON
Notary Public State of Ohio
My Commission Expires
June 16, 2027



SANDRA KURT

SUMMIT COUNTY CLERK OF COURTS

CRIMINAL DIVISION

205 South High Street, Akron, Ohio 44308-1662

330-643-2167 • <https://clerkweb.summitoh.net>

RETURN OF FILING

We cannot proceed with your filing for the following reason(s):

☐ INCORRECT CASE # ☒ NO CASE # ☐ NO CAPTION

☐ SEALING OF RECORDS FEE OF \$100 IS REQUIRED FOR EACH MOTION

☐ SIGNATURE REQUIRED

☐ DOCUMENTS REQUIRED TO BE E-FILED PURSUANT TO LOCAL RULES
(E-FILING AVAILABLE AT: <https://clerkefile.summitoh.net/Login.aspx>)

☐ CASE BELONGS TO ANOTHER COURT

☐ AKRON MUNICIPAL COURT
(330) 375-2570

☐ BARBERTON MUNICIPAL COURT
(330) 753-2261

☐ STOW MUNICIPAL COURT
(330) 564-4124

☐ CASE SHOULD BE FILED IN ANOTHER COUNTY

COMMENTS: YOU MUST WRITE THE CASE CAPTION ALONG WITH THE CASE NUMBER AS THE FIRST PAGE OF YOUR DOCUMENT TO BE FILED. PLEASE CORRECT AND RESUBMIT FOR FILING.

TS CLERK INITIALS

After 5 days return to
SANDRA KURT
County of Summit Clerk of Courts
205 South High Street
Akron, Ohio 44308



6

Presort
First Class Mail
ComBasPrice



POSTAGE
ZIP 48174 \$ 001.03⁵
02 4W
0000379159 JAN 13 2023

CR-1997-10-2267-B

OCCR
43 S POINT ST
CHILLICOTHE, OH 45601

RECEIVED

45 JMFRES 45601

AFFIDAVIT OF SERVICE OF 2/16/23 NOTICE

The undersigned Keith Belluardo, being mindful of the existence of penalties for perjury, hereby affirms and states as follows:

1. I am a living man living on the land mass known as Montgomery County, Ohio.
2. I have no legal or lawful interest in the outcome of any proceedings involving the living woman, Rebekah Franks, the entity known as REBEKAH FRANKS or REBEKAH LYNN FRANKS, or the below named men and women.
3. I am more than 18 years of age and am sui juris.
4. All terms I use in this Affidavit are as they are normally understood in American English speech, as used in Webster's 1828 dictionary, and as I understand their meaning.
5. I personally verified the emailing of true and correct attachments of the 2/16/23 "NOTICE OF DEFAULT AND IMMINENT LIABILITY FOR COMMON LAW TRESPASS TO RIGHTS" (hereinafter, "the 2/16/23 Notice") to the following men and women as indicated. hereinbelow:
6. Kandy Fatheree and Gary James by email on February 20, 2023 to HYPERLINK
"mailto:civilbureau@sheriff.summitoh.net" civilbureau@sheriff.summitoh.net and at HYPERLINK
"mailto:aid@inmateaid.com" aid@inmateaid.com.
7. Alison Breaux by email to her on February 20, 2023 at HYPERLINK
"mailto:breauxcourt@cpcourt.summitoh.net" breauxcourt@cpcourt.summitoh.net, the latter email address being represented to be hers, in the January 4, 2023 entry in corporate item number CR-2021-10-3811-B: she was also served via her agent, Sandra Kurt, also served on February 20, 2023, at HYPERLINK "mailto:summitcpclerk@summitoh.net" summitcpclerk@summitoh.net.
8. Sandra Kurt, by email to her on the 20th day of February, 2023 at HYPERLINK
"mailto:summitcpclerk@summitoh.net" summitcpclerk@summitoh.net.
9. Rimma Avanesyan, by email to her on February 20, 2023 at HYPERLINK
"mailto:ravanesyan@prosecutor.summitoh.net" ravanesyan@prosecutor.summitoh.net and also via her

10. Wesley Johnston by email on February 20, 2023 to him at wesleyajohnston@gmail.com.
11. Leonard Belfiore by email to him on February 20, 2023 at lbelfiore@summitoh.net.
12. Ilene Shapiro, successor of Robert Gainer, was served on February 20, 2023 by her agents, Sandra Kurt, at summitcpclerk@summitoh.net and Leonard Belfiore, at lbelfiore@summitoh.net.
13. Tricia Wain, successor of the original addressee, Darin Powers, and her agent, Sharon Gumm, were served via sgumm@streetsboropolice.com, on February 20, 2023.
14. Dale Degler, by email to him at thegatewaytransport@yahoo.com, at jdegler@gmail.com, and to him at dj4degler@hotmail.com.
15. Job Perry, by email to him at jobesau@1stcounsel.com on February 20, 2023.
16. Paul Kelley, by email to him on February 23, 2023 by email at pkelley616@gmail.com.

17. Micah Bergey, by email to her or him on February 23, 2023 at micah@orianahouse.org, which, although returned, Respondent Bergey had been successfully served at that email address with the Second Notice in January, 2023, per the January 21, 2023 Affidavit of Service of Rose Mary Long set forth at <https://occr2021.com/wp-content/uploads/2023/01/1-13-2023-NOTICE-OF-FAULT-AND-OPPORTUNITY-TO-CURE-AND-EXPLAIN-REFUSAL-TO-RESPOND-TO-1-7-2023-NOTICE-OF-LIABILITY-FOR-COMMON-LAW-TRESPASS-TO-RIGHTS.pdf>, and as I also verified from OCCR email records.

18. Bernie Rochford, principal of Micah Bergey and agent or contractor of Respondent Breaux, by email to him on February 23, 2023 at bernierochford@orianahouse.org, at bernardrochford@orianahouse.org.

ALL RIGHTS RESERVED AND RETAINED

Keith Belluardo

Keith Belluardo
Without STATE OF OHIO



ACKNOWLEDGEMENT

Subscribed and sworn to before me and in my presence, the undersigned notary public, this 10th day of March, 2023 by Keith Belluardo whose autograph on the above AFFIDAVIT OF SERVICE OF 2/16/23 NOTICE I witnessed on this date on the land mass of Montgomery County, Ohio.

Cynthia Reynolds

Notary Public

My Commission Expires: 7/1/23



CYNTHIA REYNOLDS
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
07/01/2023

March 12, 2023

AFFIDAVIT OF NON- RESPONSE TO NOTICE DATED 2/16/23

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 Rebekah Franks or the entities known as REBEKAH FRANKS ore REBEKAH LYNN FRANKS, or the below named men and women:

Kandy Fatheree, Gary James, Alison Breaux, Sandra Kurt, Rimma Avanesyan, Ilene Shapiro, Tricia Wain, Dale Degler, Job Perry, Paul Kelley, Micah Bergey, Justin Leidel, Aaron Coates, Wesley Johnston, and Bernard Rochford.
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 Webster's dictionary and as I understand their meaning.
5. I regularly receive U.S. mail c/o[c/o] **4037 Rocky River Drive, Number 29 Cleveland, Ohio [44135]**, which is the address designated in Rebekah Franks' 2/16/23 **NOTICE OF DEFAULT AND IMMINENT LIABILITY FOR COMMON LAW TRESPASS TO RIGHTS** for Respondents to send any responses they might have.
6. I have, as of the date indicated hereinbelow, not received any responses to the 2/16/23 Notice, from any of the Respondents named hereinabove.

ALL RIGHTS RESERVED

Rose Mary Long
Rose Mary Long, *sui juris*
Without STATE OF OHIO

WITNESS ACKNOWLEDGEMENT

Subscribed and sworn to before us, the undersigned living people, this 12 day of March, 2023 by Rose Mary Long, whose autograph she placed hereinabove, as we witnessed on this date on the landmass known as Cuyahoga County, Ohio.

Luciano Constantino
Witness

Donatario
Witness