NOTICE OF LIABILITY, ABSENCE OF SUBJECT MATTER JURISDICTION OR OTHER AUTHORITY, CONTRACT OFFER, FEE SCHEDULE, EXHIBIT & AFFIDAVIT

October 20, 2023

FROM:

Michael-David; House of Plaster, Claimant, *sui juris,* also hereinafter known as "Michael", the living man;

Angela-Marie; House of Plaster, Claimant, sui juris; also hereinafter known as "Angela", the living woman,

Laura Michalovich, Claimant, sui juris, also hereinafter known as "Laura", the living woman,

Claimants.

TO:

Scott Kent, the living man, previously or currently acting as agent, principal or officer of the entity referred to publicly as CRAWFORD COUNTY SHERIFF 'S OFFICE but doing business according to Dun and Bradstreet, as the private, for profit corporations known as BUCYRUS AND CRAWFORD COUNTY DARE, having Dun and Bradstreet Number 964249150 and COUNTY OF CRAWFORD, having Dun and Bradstreet Number 026025556; [c/o] 3613 Stetzer Road, Bucyrus, Ohio [near 44820]

Thomas Plaster, the living man, previously or currently acting as "petitioner" in the below referenced corporate matters; [c/o] 4248 State Route 19 Bucyrus, Ohio [near 44820];

Sean Leuthold, the living man, previously or currently acting as agent, contractor, employee, principal or officer of the entity referred to publicly as CRAWFORD COUNTY COMMON PLEAS COURT but doing business according to Dun and Bradstreet, as the private, for profit corporations known as THE SUPREME COURT OF OHIO, having Dun and Bradstreet Number 602752115;

[c/o] 112 East Mansfield Street Suites 200 and 204 Bucyrus, Ohio [near 44820];

Russell Long, the living man, previously or currently acting as agent, contractor, employee, principal or officer of the entity referred to publicly as CRAWFORD COUNTY COMMON PLEAS COURT but doing business according to Dun and Bradstreet, as the private, for profit corporations known as THE SUPREME COURT OF OHIO, having Dun and Bradstreet Number 602752115; and of the legal fiction entity known as KENNEDY PURDY HOEFFEL & GERNERT LLC; [c/o] 112 East Mansfield Street Suite 200 and 204
Bucyrus, Ohio [near 44820];
or
[c/o]111 West Rensselaer Street
Bucyrus, Ohio [near 44820];

Janelle Moore, the living woman, previously or currently acting as agent, contractor, employee, principal or officer of the entity referred to publicly as CRAWFORD COUNTYCOMMON PLEAS COURT but doing business according to Dun and Bradstreet, as the private, for profit corporation known as THE SUPREME COURT OF OHIO, having Dun and Bradstreet Number 602752115; and/or as agent of CRAWFORD COUNTY COURTS CLERK but doing business according to Dun and Bradstreet, as the private, for profit corporations known as COUNTY OF CRAWFORD, having Dun and Bradstreet Number 011225252;

[c/o]112 East Mansfield Street Suite 204 Bucyrus, Ohio [near 44820];

Debra Potter, the living woman, previously or currently acting as agent, contractor, employee, principal or officer of the entity referred to publicly as CRAWFORD COUNTYCOMMON PLEAS COURT but doing business according to Dun and Bradstreet, as the private, for profit corporation known as THE SUPREME COURT OF OHIO, having Dun and Bradstreet Number 602752115; and/or as agent of CRAWFORD COUNTY COURTS CLERK but doing business according to Dun and Bradstreet, as the private, for profit corporations known as COUNTY OF CRAWFORD, having Dun and Bradstreet Number 011225252;

[c/o]112 East Mansfield Street Suite 204

Bucyrus, Ohio [near 44820]; Respondents.

Corporate Item Nos. 23 CV 0235, 23 CV 0236, and 23 CV 0237

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 NOTIFICATION AND OFFER TO CONTRACT BY THEIR (A) SILENCE; OR BY THEIR (B) CONTINUED ACTS OF MAINTAINING A PRIVATE AND PUBLIC NUISANCE; BY THEIR (C) FURTHER TRESPASSES, ASSAULTS, THREATS OF KIDNAPPING AND FALSE IMPRISONMENT, OR BY THEIR (D) REFUSAL TO ADHERE TO CLAIMANTS' FEE SCHEDULE; OR BY (E) ANY FURTHER ACTS PURPORTING TO CLAIM SUBJECT MATTER JURISDICTION OR OTHER NON-EXISTENT AUTHORITY OVER CLAIMANTS.

THIS IS A SELF EXECUTING CONTRACT

<u>Preliminary Notification</u>: This Notification is for peaceful purposes and to inform the Respondents named above that none of them or their agents, contractors, or principals have any statutory or common law authority to interfere with Claimants' Constitutionally protected, God-given right to Claimants' private property where they make their home and enjoy the free use thereof, free of the public and private nuisances being maintained by Respondents for purpose of financial gain. Respondents have no authority to presume Claimants' consent to or instigation of, Respondents' aggression being directed against Claimants. Nor do Claimants recognize or consent to Respondents' private corporate policies to which they are not parties. In the interim, Claimants hereby inform Respondents as follows subject to Respondents' verified responses as described hereinbelow:

I. PREAMBLE

A. DEFINITIONS: Notwithstanding any agreement, code, statute, constitution, corporate charter, regulation, course of dealing, or usage of trade to the contrary, Claimants above named do not understand, nor are they required to understand or accept any other meaning of words in the English language other than those found in common American speech or in Webster's 1828 dictionary. Unless otherwise specified herein, terms used herein, which may have particularized meanings and usages within the corporate *de facto* "court" system, are being used as Claimants understand them, according to their ordinary and plain meanings and/or as defined by Webster's 1828 Dictionary, notwithstanding a contrary meaning or usage which may be assigned to such terms by Respondents when acting as legal fictions. In particular,

(1) One UNITED STATES dollar is 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 Respondents' superiors;

(2) The terms "man" and "woman" mean living beings created by Almighty God in His image, and do not include legal fiction "persons";

(3) The term "person" means an "individual, corporation, business trust, estate, trust, partnership, or association", all of which are artificially created legal entities, none of which are living beings, according to Respondents' Ohio Revised Code Section 1.59.

B. STATUS OF CLAIMANTS AND RESPONDENTS:

(1) Claimants are living people, creations of God, 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 three of the people of the original Ohio republic, none of the Claimants surrenders any God-given rights to the men and women who purport to be acting as their public servants.

(2) Claimants Plaster have specifically rebutted by separate instrument, any presumptions fraudulently created by "birth certificate" documents, have repudiated presumptions of corporate UNITED STATES citizenship, and have rescinded their signatures on voter registration documents used in corporate "elections". As living people, Claimants do not meet corporate code definitions of "person" and do not agree to act as such fictions except as otherwise indicated and due to unusual circumstances. Corporate policy enactments do not by their own terms apply to men or women, but only to "persons". They therefore do not apply to Claimants but do apply to Respondents when they consent to act as legal fiction "persons".

(3) Respondents are likewise living people, creations of God, but have acted and continue to act as legal fiction persons, agents, employees or other corporate labels on behalf of the fictional entities above named as their employers or principals. This Notice addresses only Respondents' liabilities incurred as men and women for acts committed while acting in any capacity, including when purporting to act as legal fiction entities on behalf of any corporations portrayed as if they were "government".

II. TERMS OF NOTICE AND OFFER

A. AGREEMENT AND WAIVER OF RIGHTS: If any Respondent agrees with all of the statements contained in the within Notice, he or she needs not respond. Respondent's silence will constitute his or her agreement and acceptance of all of the terms, statements and provisions hereunder as his or her complete understanding and agreement with Claimants and Respondent's waiver of any and all rights, remedies and defenses of protest, objection, rebuttal, argument, appeal and controversy for all time. Respondents agree that his or her agreement, having been granted knowingly, voluntarily and with full disclosure, settles all matters finally and forever, and cannot be withdrawn.

B. DISAGREEMENT AND FAILURE TO RESPOND: Respondents may disagree with any of the terms of this Notice by disputing point by point any specific allegation contained herein based on affidavits from a living man or woman having firsthand knowledge of the dispute facts. Respondents and Claimants agree that a response that is not verified, or a response from a third party agent lacking first-hand knowledge of the dispute facts. Respondent's "failure to respond" as defined herein. If a Respondent fails to respond by the indicated Effective Date, the facts, law, and terms stated within this Notice and accompanying Affidavit will become binding and fully enforceable as a contract, which may then be incorporated without further notice into a binding judgment of a common law court of record, or in a *de facto* tribunal as Claimants may select. If a Respondent fails to respond or state a claim by the indicated Effective Date, the facts and law stated within this Notice will become binding and fully enforceable in a common law court of record or in a corporate tribunal as Claimants may select.

C. APPLICABLE LAW: Other than as expressly represented herein, you, as Respondent herein and in your individual capacity, agree that no section of the Contract Offer contained in this Notice upon agreement, shall be assumed to constitute a voluntary election by any of the parties thereto to submit the resulting Contract or the said parties to any venue of law, jurisdiction, court or tribunal, other than as is expressly stated in the agreement of the parties hereunder. You agree that any resulting Contract shall not be deemed to be subject to the policies, bylaws, statutes, orders, decrees, or rules of the Federal "Government", any State, political subdivision thereof, or of any other corporation or legal fiction, procedural phantom, political construct, or any other jurisdiction, real or imagined, unless such election is voluntarily made in writing by the Claimants or their agent(s) following full disclosure of all material facts.

D. BINDING CONTRACT: Any Respondent failing to respond as defined herein agrees that a binding contract incorporating all of the terms of the within Offer will thereby result.

E. BINDING JUDGMENT: Claimants reserve the right to submit any Binding Contract based on the agreement of Claimants and Respondents, or any of them, to any Common Law court and/or administrative tribunal, at Claimants' election. Ány such judgment is entitled to full faith and credit by any other court or tribunal. Claimants may further elect to enforce the Contract or any judgment arising therefrom through either a common law sheriff, deputy or other law or corporate code enforcer regardless of whether he or she has taken a valid oath to support any version of Respondents' Constitution. Any Respondent who fails to respond as defined herein agrees to waive any and all claims he or she may have against the members of any such common law or 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.

F. AUTHORITY TO AMEND AND JOINDER FEE: Respondents agree that no person(s) or corporations shall have any authority to control any decision regarding the Contract. No such person shall be deemed to possess any powers, interest or authority to amend, alter, modify or terminate the Contract as to any party, person, individual, agency, court or entity, real, fictitious, or imagined, other than as expressly represented hereunder. No such powers, interest or authority shall be assumed. The exercise of any and all such powers, interest and authority, if any, are expressly prohibited hereunder. You agree that any representation by any party, person, individual, agency, corporate tribunal or other entity, real, fictitious, or imagined, that any such powers, interest or authority exist shall be deemed a confession by the representing party/entity, man, or woman that such entity seeks to join the contract pursuant to the terms herein, for which the joinder fee has been established herein at Fifty Thousand United States Dollars per each such event.

G. 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. EST on the Effective Date with a notarized Affidavit signed by a witness with personal knowledge of the facts contained in said Affidavit or which proves any claim said Respondent may have against Claimants or Claimants' interests. The statement must be sworn to be true, contain a notary *jurat*, and be supported by certified factual evidence and verified proof of facts specifically rebutting facts contained herein. Alternatively, Respondent(s) may respond with a point-by-point rebuttal of this 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.

H. TERMS OF RESPONSE: As with any administrative process, Respondent may rebut the statements and claims in the Notice herein by executing a verified response, point-by-point with evidence that is certified to be true and in affidavit form, correct and complete, to be received by Claimants no later than 5:00 PM on the Effective Date.

I. FAILURE TO RESPOND: The term "failure to respond" means Respondent failure by the Effective Date to respond to this Notice with a sufficient response and not a response that is described and defined at subparagraph I(J) herein. Respondents agree that failure to respond conveys his or her agreement with all of the terms and provisions of the Notice.

J. INSUFFICIENCY OF RESPONSE: The terms "insufficiency of response" and "insufficient response" are defined to mean a response which is received by the Effective Date but which fails to specifically rebut, line by line, any of the established terms, provisions, statements or claims in the Notice, or offers blanket denials, unsupported rebuttals, inapposite rebuttals such as "not applicable" or equivalent statements, declarations of counsel and or other third parties who lack first-hand material factual knowledge, and/or any rebuttal which lacks verification or an equivalent level of risk or fails to exhibit supportive evidence certified to be true, correct and complete with full understanding of the penalties for perjury. Respondents agree that any such response that does not meet the aforementioned criteria is deemed to be legally and lawfully insufficient to rebut the established statements in the Notice, thereby conveying Respondent's agreement with all of the terms and provisions of the Notice.

K. TACIT AGREEMENT: Respondents may admit to all statements and claims in the Notice by simply remaining silent or by engaging in specific instances of conduct as set forth hereinabove. The parties herein agree that failure to respond or insufficiency of response as defined herein constitutes agreement with all terms, provisions, statements, facts and claims in the Notice. When circumstances impose a duty to speak and one deliberately remains silent, silence is equivalent to false representation. Contract offers are also widely recognized as being capable of acceptance by conduct, such as that described hereinabove.

L. EFFECTIVE DATE/RESPONSE: In the event that any Respondent 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 seven (7) calendar 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. All Responses must be by 5 PM on 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:

Angie French [c/o] 380 Rhodes Avenue. Mansfield, Ohio [near 44903].

III. STATEMENT OF FACTS AND APPLICABLE LAW:

A.SUMMARY OF EVENTS:

(1) On October 7, 2023 at approximately 11 a.m., Respondent Kent directed one of his armed agents to trespass on the Plaster Claimants' private property land. Upon entering on Claimants' land, where they make their home, said armed agent immediately began making demands of them. Respondent Kent's armed agent never identified himself but he made such demands of the Plaster Claimants without any evidence that either of them had caused injury, harm or loss to anyone.

(2) Claimants' land is not a "public place" within the meaning of Respondents' private corporate policy enactment known as Ohio Revised Code Section 2921.29.

(3) Claimants, as the people who live on their own land, and the admitted masters and sovereigns of that land, who are entitled to know the identity of those who serve them. It is not the right of the servant to demand anything of the master. It is not the right of the servant to threaten the master or to trespass on the master's land.

(4) On the aforementioned date Respondent Kent's armed agent had in his possession copies of documents called "petitions" filed into the corporate records maintained by Respondents Moore, Potter, Long, and Leuthold, and, referred to hereinabove as Corporate Item Numbers 23 CV 0235 and 23 CV 0237. Respondent Kent's armed agent initially refused to either leave the Plaster Claimants' property or to deliver copies of said "petitions" to either Plaster Claimant. Instead, Respondent Kent's armed agent continued to make demands that the Plaster Claimants tell him that they were the names on the documents that the agent refused to show them.

(5) The cover sheet of each of the three (3) "petitions", bearing Corporate Reference numbers 23 CV 0235, 23 CV 0236, and 23 CV 0237 is called a "Summons" and has printed on each said sheet, respectively, the following perversions of Claimants' names: PLASTER, MICHAEL, MICHALOVICH, LAURA, and PLASTER, ANGELA. Claimants do not identify themselves using such labels. Claimants' parents never assigned them such labels. Such labels are legal fictions created by the corporate STATE. The Plaster Claimants have publicly and on numerous occasions rebutted any presumptions that agents of the corporate STATE may have created for themselves by perverting Claimants' birth names on STATE-generated birth documents.

(6) On the same aforementioned date, Respondent Kent's armed agent soon became more agitated and began to yell at the Plaster Claimants and committed a common law

assault upon them with the threat that he would have them "arrested" for the corporate offense of "Obstruction of Official Business". That "offense" is further described as Section 2921.31, found in STATE OF OHIO's corporate policy manual, known as the Ohio Revised Code.

(7) Not any of the three (3) Claimants is a "person" within the meaning of Respondents' aforementioned corporate code section, or according to STATE OF OHIO's definition of "person" found at Ohio Revised Code Section 1.59. Corporate code is corporate policy, not law. Respondent code enforcer had no lawful duty to perform on Claimants' land.

(8) According to their superiors, corporate agents calling themselves "law enforcement", including without limitation Respondent Kent and his agents, are admittedly under no obligation to protect the people. E.g. *Castle Rock v.Gonzalez,* 545 U.S. 748 (2005);*Warren v. District of Columbia*, 444 A.2d 1 (D.C. Ct. of App. 1981). Respondent Kent's armed agent therefore came to Claimants' land threatening them while armed with offensive weaponry for no purpose of protecting Respondent Thomas Plaster or anyone else except possibly himself.

(9) At about the same time as Respondent Kent's armed agent initiated his assaults, threatened kidnapping and false imprisonment, he accused the Plaster Claimants of "lying".

(10) Given the threatening manner of Respondent Kent's armed agent, the Plaster Claimants accepted the "petitions" only under duress. This seemed to appease the man, whereupon he handed them the documents and left their property. Doing so did not constitute an agreement to act as PLASTER, MICHAEL or PLASTER, ANGELA.

(11) Living people, regardless of whether they are on their own land or elsewhere, have no obligation to identify themselves to agents of the corporate state, particularly when there is no evidence that the man or woman has caused any injury, harm, or loss to anyone else.

(12) The publically displayed records of Respondents, their agents, principals, and contractors, including when acting as legal fictions, affirmatively demonstrate that none claims any statutory or common law ownership interest in Claimants' land, dwelling, or other rights. Not one Respondent was authorized to trespass on the Plaster Claimants' land upon which they were peaceably living at the time that Respondent Kent, acting individually or through his agents interfered with said peaceful enjoyment without cause.

(13) In Respondents' corporate system, "service" of documents can be accomplished *without threats* by handing such documents to any adult found at the property of the object of the service. Ohio Civil Rule 4.1(C).

(14) Prior to the trespass committed by Respondent Kent's agent, Respondents Leuthold, Long, Moore, and Potter had executed documents whereby they aided and abetted in the commission of the aforementioned armed intrusion and assault against the Plaster Claimants. All Respondents participated and continue to participate in the maintenance of public and private nuisances against Claimants by failing to withdraw the implied threats contained in Respondent Long's October 6, 2023 "Order for Hearing" and other acts previously referenced. Said acts and omissions to act seriously interfered and continue to interfere with Claimants' peaceful enjoyment of their home. Respondents' said acts were and continue to be indecent and offensive to the senses and to Claimants' God given rights to consider their home as their castle. The Plaster Claimants are entitled to the abatement of said nuisance by means of an injunction in a true Court of Record, as well being entitled to compensation for the harm done to them and continuing to be done to them, to date.

(15) Other than the contract established between the Plaster Claimants and the Plaster Respondent by the Three Notice process set forth on the following Court website: addressing the *Plaster v. Plaster* matter: <u>https://occr2021.com/pending-cases/</u>, none of the Claimants has any contract with any of the above named Respondents and have consented neither by word, conduct, or otherwise to the October 7, 2023 intrusions upon their private property and liberties by Respondents' armed agent.

(16) By bringing Claimants the threats and instigating the trespasses described hereinabove, Respondent Plaster is also in violation of his prior, now final contract with Claimants in which Respondent Plaster:

"as Respondent herein and in your individual capacity, agree that no section of the Contract contained in this Notice upon agreement, shall be assumed to constitute a voluntary election by any of the parties thereto to submit the Contract or the said parties to any venue of law, jurisdiction, court or tribunal, other than as is expressly stated in the agreement of the parties hereunder." (Parag. I(E) of 6/10/23 Notice <u>https://occr2021.com/wp-content/uploads/2023/06/Michael-and-</u><u>Angela-Plaster-1st-Notice.pdf</u>, incorporated into the parties final contract). (17) Respondent Plaster's "petitions" utilize corporate forms from which Respondents Potter, Moore, Long, and Leithold generate filings in their corporate tribunal, resulting in various benefits associated with their contracts with other parts of the corporate cabal. Those benefits include without limitation funding purporting to be for violence prevention, as well as Court Registry Investment System funds and contract payments from other, federally affiliated agents of the corporate cabal.

(18) After Respondent Kent's agent finished threatening the Plaster Claimants, said agent handed Claimants two check-the-box forms bearing the above referenced corporate identifiers used by Respondents. Moore, Potter, Long, Leuthold, and their agents, contractors and principals in order to generate income streams.

(19) All of the aforementioned check-the-box forms, which bear the corporate identifiers 23 CV 0237, 23 CV 0236 and 23 CV 0235, hereinafter referred to as "petition 237" "petition 236" and "petition 235", respectively, bear what seem to be the signatures of Respondent Plaster. All 3 "petitions" admittedly seek no protection, as he failed to check boxes 3 or 4 on any of the three. All 3 "petitions" accuse Claimants of having served Respondent Plaster the three (3) Notices, which are all publicly docketed, with proofs of service and non-response. See Plaster v. Plaster at https://occr2021.com/pending-cases/, which demonstrates that none of the 3 Claimants herein served any Notices on Respondent Plaster.

(20) As a result of the prior contract set forth a <u>https://occr2021.com/pending-cases/</u>, Respondent Plaster agreed by default to stop causing further harm to Gail Plaster. But, after so agreeing, Respondent Plaster stated for the first time, in "Petition 235", but not in "Petition 237" or in "Petition 236", that being served process caused him "mental distress". Respondents' corporate policy enactment, referred to in Respondent Plaster's "petitions", specifies that such "mental distress" means mental illness that would normally require psychiatric or psychological treatment, according to STATE OF OHIO's corporate policy manual, Ohio Revised Code, at Section 2903.211(D)(2). Respondent Plaster recited no facts indicating that he had suffered any sort of mental harm, injury or loss from having been served a series of Notices of Liability. Respondent Plaster consented on three (3) occasions, by his conduct and by his silence, as he was formally notified that he would be, to the binding contract created by his defaults on the Plaster Claimants' claims against him. That contract, resolving all matters in controversy between the Plaster Claimants and Respondent Plaster, has now become final and binding.

(21) Respondent Plaster's "petitions" complain that he is being required to not kidnap Gail Plaster, trespass on her land, or coerce her into signing documents, even though he formally agreed to be so restricted. Such allegations of "mental distress" resulting from being served with lawful process do not constitute "stalking" any more than would the service of any legal process.

(22) Respondent Plaster recites no facts in any of his 3 "petitions" to support his claims of mental illness. Nor do his "petitions" state facts supporting any inference that the service of lawful process is capable of causing anyone to become mentally ill.

(23) Respondent Plaster also named Claimant Michalovich in "petition 236" but does not allege that Claimant Michalovich delivered any Notices to Respondent Plaster. The publicly docketed records in *Plaster v. Plaster* confirm that she in fact did not perform. or facilitate any such service. Respondent Plaster does not dispute that Claimant Michalovich simply verified the fact that Respondent Plaster had failed to respond in any way to any of the 3 Notices served on him in the matter of *Plaster v. Plaster*. Her affidavits of non-response are posted with the Plaster Claimants' Notices in the *Plaster v. Plaster* matter. <u>https://occr2021.com/pending-cases/</u>.

B. ABSENCE OF LAWFUL AUTHORITY OR SUBJECT MATTER JURISDICTION

(1) Respondent BAR members Leuthold and Long swear allegiance to corporate entities that are ruled by the bylaws of foreign entities including without limitation European and domestic BAR corporations. They have also each received emoluments from such foreign powers, among others. Respondents Leuthold and Long have failed or refused to register themselves or their alter ego persons as the foreign agents that they are, in contravention of their own corporate policies set forth in the Foreign Agent Registration Act (FARA). Any supposedly "official" act performed by said Respondent BAR members is void and prohibited. Respondent BAR members are prohibited from issuing any "Order" to Claimants demanding that they participate in the corporate proceeding they call a "hearing" on Halloween. Any such "Order" is *ultra vires*, wholly unauthorized under corporate rules and bylaws by whatever name, and void *ab initio*.

(2) Respondents Leuthold, Long and any and all of their BAR member agents, principals, or contractors, including without limitation those "visiting judges" to whom said Respondents' work is on occasion outsourced, are also prohibited from serving in positions of public trust per the original 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 CRAWFORD COUNTY COMMON PLEAS COURT are not courts at all. Such legal fiction mental constructs are likewise not courts of record according to BAR members' own definitions because they fail to administer common law.

(3) All Respondents who are required by their own corporate statutes and other bylaws to execute oaths of office either have failed to execute such oaths, have executed oaths merely to the corporate STATE but not to the people or to any "Constitution", 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. Respondents unlawfully assert such non-existent authority anyway by purporting to "Order" Claimants to attend one of their corporate proceedings, the consequences of which Respondents are widely and notoriously known to use to justify kidnapping, false imprisonment, extortionate thievery, batteries, and threats against Claimants' God given right to self defense. Respondents may have authority to direct the activities of their agents and contractors and to administer the legal fictions which they, their corporate superiors and underlings create, but they have no authority to apply corporate statutes to living men and women who do not consent to same. Nor do legal fictions or those acting as such administer the law of

God or have dominion over His creations. Only men and women may do so. Genesis 1:26.

(4) As a corporation, the entity known publicly as CRAWFORD COUNTY COMMON PLEAS COURT is a legal fiction, having no lawful existence. Respondents claim authority under this legal fiction despite its non-existence in any real sense and its lack of sovereignty over Claimants or anyone else. Such legal fictions admittedly have no greater rights to operate a court than would a private citizen. Clearfield Trust Co. v. United States 318 U.S. 363-371 (1942).

(5) Besides not being a court according to admissions contained in Respondents' own Black's Law Dictionary (4th Ed), the entity known as CRAWFORD COUNTY COMMON PLEAS COURT likewise does not meet the definition of being a "court of record" because it does not administer common law, thus rendering all its process void ab initio.

(6) Respondent Long is also unauthorized under corporate rules and bylaws to serve as a presumed "judicial" officer while also "practicing law" as agent of the corporation known as KENNEDY PURDY HOEFFEL AND GERNERT LLC. The website for Respondents' corporate tribunal lists Respondent Long as a "Magistrate". https://crawfordcocpcourt.org/court-staff/. The website for Respondent Long's law firm lists him as one of their practicing attorneys. https://gernertlaw.com/about/. The Ohio Association of Magistrates admits that: "Both Full and Part-Time Magistrates are subject to the Code of Judicial Conduct". Rule 3.10 of the said Code of Judicial Conduct concedes that corporate agents known as "Magistrates", like corporate "judges", are subject to the rule that "A judge shall not practice law."

https://www.ohiomagistrates.org/magistrate-requirements/

(7) Respondents are all using various corporate policy enactments, including without limitation, Ohio Revised Code Section 2903.211, 2903.214 and 2921.31 as pretexts to justify their ongoing assaults and trespasses to Claimants' rights. Said assaults and trespasses commenced on October 7, 2023 and threaten to continue at least until October 31, 2023. Respondents' codes may be corporate policy but they are not law. The express terms of such corporate policy enactments 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 Claimants. Respondents' statutes and codes do not refer to men and women such as Claimants, only to legal fictions.

(8) Respondents' attempts to utilize the aforementioned corporate policy sections against Claimants as people violate Respondents' own First Amendment restrictions on such conduct. Respondents' predecessor superiors have long ago admitted that the wording of the type found in such code enactments as Sections 2903.211, 2903.214, and 2921.31 constitutes the very same type of "vague and overly broad laws [sic] criminalizing speech [that are] causing speakers to silence themselves rather than utter words that may be subject to penal sanctions", contrary to First Amendment restrictions against "government' actors. Reno v. ACLU, 521 U.S. 844 (871-872) (1997). Respondents' corporate policy enactments, besides being completely inapplicable to Claimants, also fail to define the conduct they seek to criminalize "with sufficient

definiteness that ordinary people can understand what conduct is prohibited and in a manner that does not encourage arbitrary and discriminatory enforcement." *Kolender v.Lawson*, 461 U.S. 352 (1983). Said corporate code sections are void for vagueness even according to admissions made by Respondents' superiors when operating their own corporate system.

(9) On October 7, 2023 Respondent Kent's agent used Section 2921.31 and his own armed threats of violence against Claimants to *compel* the speech Respondents desired. Such threats violate Respondents' First Amendment restrictions against themselves as much as do their threats to silence the people from exercising their God given freedom to speak freely.

(10) Respondents are maintaining a public and private nuisance by directing their agents to trespass upon the land of private men and women, thereby interfering with Claimant Plasters' use and enjoyment of their land and private property.

(11) The all capital designations perverting the spellings of Claimants' names is substandard English in contravention of Respondents' style manuals. The all cap name is Respondents' designation for artificial entities with whom the artificial entity known as the corporate tribunal, may interact. Such perversions of the people's names are commonly used by Respondents and their superiors but are incapable of creating the illusion of subject matter jurisdiction over living people such as Claimants.

(12) Respondents' superiors have long admitted that once subject matter jurisdiction is challenged, it must be proven. *Basso v. Utah Power & Light Co.* 395 F 2d 906, 910 (10thCir. 1974);*Merritt v. Hunter*, 170 F2d 739 (10th Cir. Kansas 1948)("Where a court failed to observe safeguards, it amounts to denial of due process of law, court is deprived of jurisdiction.") and the burden of proof of jurisdiction lies with the one asserting that jurisdiction exists. *McNutt v. General Motors Acceptance Corp.*, 298 U.S. 178 (1936).A blanket statement in a corporate statute asserting "jurisdiction" does not establish subject matter jurisdiction over living people, only over legal fiction persons.

(13) It is also a fundamental maxim of common law and of the corporate tribunals that "Jurisdiction can be challenged at any time".

(14) Respondents' principals profit from various federal contracts and also trade on the stock exchange using securities based on the plundered assets of the people. As agents of said corporation, Respondents are obligated to work solely for the financial interests of their corporate employer regardless of the Constitutional, common law, and natural law rights of the Claimants. Respondents' allegiance to their corporate employers presents a conflict with God's law (acknowledged by Congress in P.L. 97-280 to be supreme). "No man can serve two masters: for either he will hate the one, and love the other; or else he will hold to the one, and despise the other. Ye cannot serve God and mammon". Matthew 6:24.

(15) Respondent Plaster has stated neither a claim nor the existence of any dispute as to facts, but has caused Claimants to be harmed by joining with the other Respondents

in the infliction of Respondents' public nuisance against Claimants at their homes, as set forth hereinabove.

IV. FEE SCHEDULE

A. PAST AND CONTINUING HARM: A fee schedule is included herein for the purpose of compensating Claimants for past and continuing harm. It is understood that the within Fee Schedule applies to <u>all</u> Respondents as living men and women, <u>not</u> as corporate actors. The liabilities set forth in the within schedule, as to all Respondents above named, are based on their acts of trespass, maintenance of public and private nuisances, extortion, and assault, all as set forth hereinabove.

B. HARM CAUSED BY INITIAL TRESPASS TO LAND: Upon a finding, admission, agreement or judgment establishing that Respondents, either acting in concert, or individually, have been maintaining public and private nuisances by committing acts of common law trespass, extortion, assault, and threats of false imprisonment against Claimants, the parties agree that Claimants are entitled to judgment in the sum of \$1,000.00 United States Dollars per day against Respondents, their agents and principals, jointly and severally until Respondents cease and desist in the inflictions of said nuisances. One United States Dollar is defined herein and by the Acts of 1792 and 1900 as being 24.8 grains of gold or 371.25 grains of silver Coinage.

C. ABATEMENTOF NUISANCE, COMPENSATION FOR ONGOING LOSS OF TIME: Claimants are entitled to a permanent injunction against Respondents abating the nuisances that continue to interfere with Claimants' right to peaceable possession of their own land. Claimants are entitled to additional compensation from all Respondents, their agents and principals, jointly and severally in the sum of Five Hundred Dollars (\$500.00) per day commencing October 7, 2023 to compensate Claimants for the several hours per day that they have been required to expend in research, writing and other preparations to address Respondents' ongoing attacks and threats of new attacks. Said compensation is to be owed jointly and severally by each Respondent and to continue so long as any Respondent continues to threaten them.

D. FAILURE TO PAY: In the case of failure to pay any fees or Judgment within thirty (30) days of service of any such Bill or Judgment, you Respondents each agree that your property wherever situated is subject to lien, including judgment liens, levy, distraint, distress, certificate of exigency, impound, writs of execution and wage garnishment, and all other lawful, equitable, and/or commercial remedies.

E. RECOUPMENT OF LOSSES: 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. Respondents will be absolved of all liability, including all outstanding amounts billed, upon payment of all sums required herein and as defined herein and upon the actual termination of their acts constituting a public nuisance, including without limitation, further acts of trespass, common law extortion, assault, and threats of false imprisonment.

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

CLAIMANTS' SWORN DECLARATION

1. The undersigned Angela Plaster and Michael Plaster, Claimants above named, having first affirmed the truth of their statements contained hereinabove in the within. "NOTICE OF LIABILITY, ABSENCE OF SUBJECT MATTER JURISDICTION OR OTHER AUTHORITY, CONTRACT OFFER, FEE SCHEDULE, EXHIBIT & AFFIDAVIT", under penalty of perjury, do further hereby adopt and reaffirm their status and standing as previously set forth at computer pages 19-22 inclusive of. Claimants' June 10, 2023 Notice previously referenced hereinabove at https://occr2021.com/wp-content/uploads/2023/06/Michael-and-Angela-Plaster-1st-Notice.pdf

2. Claimants Angela Plaster, Michael Plaster, and Laura Michalovich have personal knowledge of the evidence supporting the facts stated hereinabove, except that Claimant Michalovich was not present during the October 7, 2023 incident at the home of the Plaster Claimants.

3. All the facts herein are true, correct, complete and admissible as evidence, and if called upon as witnesses, Claimants 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 Sworn Declaration is attached.

All Rights and Remedies Reserved and Retained

By: Angela Plaster, 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

By: Michael Plaster, A True Living son of YHWH, a Man, Steward of Elohim, With All Rights Given By El Shaddai, in and through Yahushua ha Mashiach;

Without STATE OF OHIO

By: Laura Michalovich, 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

IN WITNESS WHEREOF, Angela Plaster, Michael Plaster, and Laura Michalovich having first been duly sworn upon their affirmations or oath under penalty of perjury, autographed the above and foregoing Notice, dated October $\underline{\mathcal{AD}}$, 2023 and placed their right thumb print seals, in our presence on the land mass known as Crawford County, Ohio, on this $\underline{\mathcal{A}}$ day of October in the Year Two Thousand and Twenty-Three.

Sudla a mu a Witness

ace Snelly Witness