

MAR 12 2024

Ohio Circuit Court of Record

Ohio Circuit court of Record
Seated at Chillicothe

FROM: Debra McCabe, *sui juris*,
a living woman,
Claimant.

) Case No. 24-ROS-001

TO: Michelle Arnold, a living woman,
[c/o] 40 East Walnut Street
Chillicothe, Ohio [near 45601]
(united states of America);
Respondent.

) JUDGMENT ON
DEFAULTED CLAIMS

NOW ON this 12th day of March, 2024, this Court, upon being duly convened, having been lawfully formed after having provided three (3) public Notices, being non-corporate and wholly without profit motive, now being a Court of record administering common law since 2021, consistently with principles set out in the 1781 and 1787 Constitutions allegedly enacted for the benefit of the American people, having reviewed Claimant's verified February 10, 2024 Petition with attached three (3) Notices, proofs of service and affidavits of non-response, and this Court's return of service of summons, FINDS that Michelle Arnold, the Respondent above named in her capacity as a living woman, not as a corporate fictional entity or "person", was lawfully served with Notices of Liability as to all of which she has been in default since prior to the filing of the Petition herein. This Court further FINDS that such Notices, dated May 31, 2023, July 20, 2023, and October 9, 2023, also contain on their face all relevant terms of an offer of a binding self-executing contract, which Respondent accepted by her continuing conduct and by her silence.

WHEREFORE this Court accepts the parties' authorization to incorporate the terms of said Contract into this Judgment binding the above named Respondent and Claimant. On February 14, 2024 our clerk issued a Summons. On February 20, 2024, Service of the Summons with the Petition was effected on Respondent allowing her an additional ten (10) days to respond, all as indicated by the return of Summons posted on the Docket. <https://occr2021.com/dockets/> As of the date of this Judgment, Respondent persists in not responding. We therefore grant Judgment to Claimant on her defaulted claims and related Orders as set forth hereinbelow.

Upon a thorough review of the Petition and associated documents, we hereby further FIND by a preponderance of the uncontroverted evidence, as follows:

1. All of the allegations of Claimant's February 10, 2024 Petition, with attached Notices, are true, correct, and admitted to be so.
2. At all times relevant to the claims before us, Respondent has acted as a living woman regardless of having also purportedly acted, albeit improperly, as an agent for one or more fictitious corporate entities, as described and admitted to in the May 31, 2023 Notice.
3. This Entry also applies not only to the originally named Respondent, Michelle Arnold, but also to all her unnamed agents and principals because they aided and abetted, and continue to aid

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and abet in the commission of admitted acts of mail fraud against Claimant, as described in the Petition.

4. Respondent Arnold, her agents, and contractors have, since prior to May 27, 2023, been engaged in a persistent pattern and practice of delivering mail addressed to 189 East Water Street REAR, to other locations, thereby violating Claimant's common law rights to privacy.

Respondent has admittedly also been aiding and abetting unknown senders using fictitious names, in delivering extortionate threats to Claimant, in violation of Respondent's service contract with Claimant, to correctly deliver mail. Said fictitious sender names include without limitation, TAX COMPLIANCE. There is not even a legal fiction entity bearing such a name either on the Ohio Secretary of STATE website or on the Dun and Bradstreet data base.

5. Until November, 2023 Respondent Arnold had agreed to resolve all matters as set forth in Claimant's 5/31/2023 Notice, thereby having consented to monetary liability for the harm she had been committing against Claimant by Respondent's admittedly unlawful practices of causing mail from and to fictitious entities to be delivered to Claimant.

6. Even following Respondent's agreement on three (3) occasions to cease and desist in such deliveries of fraudulent documents to Claimant at locations where Claimant receives mail from living people and a few legal fiction service corporations, Respondent yet again, in November, 2023, in December, 2023, and again on February 5, 2024, at a new location, resumed her previously admittedly unlawful deliveries of mail to Claimant, although addressed from and to clearly fictitious entities, as evidenced by Claimant's Exhibits C and D attached to Claimant's petition herein. Respondent has likewise delivered no objection to same when served with Petition and Summons herein, despite being allowed an additional ten (10) days in which to do so.

7. The threatening and assaultive behaviors of one of Respondent Arnold's agents, on two separate occasions, as described in the first two Affidavits of Service, corroborate the continuing need for Claimant to obtain permanent injunctive relief herein from Respondent Arnold, her agents, contractors, and principals.

8. Terms of the contract between Claimant and Respondent resolving all matters in controversy between them include without limitation, injunctive relief and monetary judgment to compensate Claimant for Respondent's now ongoing acts of trespass, common law extortion, invasion of privacy, defamation, breach of contract, and statutory mail fraud committed through date of judgment, as set forth in the Sec. IV, Fee Schedule portion of the May 31, 2023 first Notice, all as previously agreed to by Respondent's repeated silences and continued participation in the specific course of conduct about which she has been warned continuously and repeatedly ever since being served with Claimant's first Notice.

9. Respondent has admitted now on four (4) occasions to the truth of all statements of fact and conclusions of law contained in Claimant's Petition and attached Notices, and has therefore consented to and accepted all terms of the Contract created thereby, which agreement establishes her liabilities and that of her agents, contractors, and superiors.

10. Respondent's superiors or corporate principal(s), for whom she may henceforth claim to act, have no authority to provide her with any "immunity", nor has Respondent claimed any such.

11. Respondent has accepted all terms of Claimant's Contract Offer contained in the original Notice, as the Notices all informed her that she would be, by her (a) silence and by (b) her conduct, as set forth hereinabove. Claimant's un rebutted affidavits stand as truth, even in Respondent's corporate legal fiction world [UCC Sec. 1-206] as well as in the world of people who live under God. Holy Bible, KJV; 1 Peter 1:25; Hebrews 6:13-15.

12. Respondent continues to be in breach of the new contract established between herself, her agents, contractors, and superiors, and Claimant.

13. Respondent's aforementioned and ongoing actions constitute not only a contract breach but also a public and private nuisance, all of which continue to harm Claimant.

We further FIND that:

14. Although we do impose the agreed-upon financial liabilities upon the Respondent as set forth hereinbelow, such monetary awards are likely to be insufficient to abate the nuisance Respondent routinely continues to create and maintain, and we therefore also invoke our equity powers to impose injunctive and declaratory relief, and find it proper to reserve jurisdiction for the purpose of determining the occurrence of new unlawful acts resulting in harm to Claimant.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

A. PERSONAL MONETARY LIABILITIES: Judgment is hereby GRANTED to Claimant Debra McCabe in the sum of Five Thousand United States Dollars (\$5,000.00) against Respondent Michelle Arnold, and against EACH of Arnold's agents, contractors, and superiors. One United States Dollar is defined herein and by the Coinage Acts of 1792 and 1900 as being 24.8 grains of gold or 371.25 grains of silver Coinage, as agreed compensation for Respondent's acts of trespass, extortion, invasion of privacy, defamation, breaches of contract and statutory mail fraud committed to date. This Judgment applies to Respondent, her agents, contractors, and superiors, EACH, and not jointly or severally, and as living people, not as corporate actors or legal fiction "persons".

B. INJUNCTION: Respondent Michelle Arnold, her agents, contractors, officers and principals are hereby ENJOINED, RESTRAINED, and PROHIBITED from causing further trespasses on Claimant's land for extortionate purposes, further delivery of Claimant's mail to others, further delivery to Claimant of any new extortionate demands addressed to or allegedly sent from or to non-existent legal fictional entities, or from other participation in mail fraud against or trespasses to Claimant's private property at either of the addresses set forth in Exhibits C and D of her Petition. Any such further acts shall result in new liabilities for Respondent, including without limitation, contempt sanctions and/or punitive damages, as this Court may hereafter determine. Any future findings as to Respondents or as to their *de facto* agents or principals as yet unnamed, will be based on their future compliance with this INJUNCTION, or lack thereof. We therefore

RESERVE jurisdiction for purposes of making further findings based on future conduct in violation of the provisions of this Injunction.

C. ADDITIONAL MONETARY LIABILITIES FOLLOWING DATE OF JUDGMENT:

Further monetary relief is awarded to Claimant Debra McCabe in the agreed to sum of Five Hundred UNITED STATES Dollars (\$500.00) per day commencing on the date of this Judgment, based on any further acts of trespass, common law extortion, invasion of privacy, defamation, breach of contract, and statutory mail fraud, on the part of Respondent, her agents, contractors, and/or superiors. Said additional sums shall be due and payable from Respondent to the Claimant upon any new finding or judgment of liability. Respondent and her agents, contractors and principals shall be jointly and severally liable for said daily sum of Five Hundred UNITED STATES Dollars (\$500.00), said sum to be due and owing by each said Respondent, their agents and principals, jointly and severally, upon any new finding or judgment of liability. All matters, if any, remaining in controversy shall be resolved exclusively by this Court upon proper verified Notice to us.

D. FAILURE TO PAY: In the case of failure to pay any fees or Judgment within thirty (30) days of presentment of any such Bill or Judgment, Respondent's property and that of her agents, contractors, or superiors, wherever situated is subject to lien, including judgment liens, levy, distraint, distress, certificate of exigency, impound, execution and all other lawful, equitable, and/or commercial remedies.

E. RECOUPMENT OF LIABILITY: Respondent has agreed to, and she is hereby PROHIBITED from directly or indirectly seeking recoupment of losses incurred due to any terms of this Judgment, from her 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 further acts of trespass, common law extortion, statutory mail fraud, breach of contract, and common law invasion of privacy.

F. EVIDENCE OF SOLVENCY: Respondent and her agents, contractors, and superiors shall provide fully executed copies of any and all bonds, insurance policies, or underwriter agreements that may at least partially indemnify Claimant for the harm and loss caused by or continuing to be caused by said Respondent and those who aid and abet her.

G. HOLDING HARMLESS: Respondent has agreed to and SHALL waive on behalf of her agents, contractors, or principals any and all claims that any of them may have against the members of this Ohio Circuit Court of Record or any other man or woman acting to enforce this Judgment. Respondent, her agents, contractors, and principals SHALL hold any such enforcement agents harmless for any acts performed for the purpose of, or incident to, the enforcement of the Contract between Claimant and Respondent or this Judgment arising therefrom.

RESPONDENT, HER AGENTS, CONTRACTORS AND PRINCIPALS SHALL GOVERN THEMSELVES ACCORDINGLY.

By: Angela Plaster
Angela Plaster

Keith Balluardo
Keith Balluardo

Alison Reese
Alison Reese

Executed by us as Members of this Court on the date indicated hereinabove without the corporate entities known as UNITED STATES and STATE OF OHIO, their affiliates, subsidiaries, and parent corporations.

The clerk is directed to serve copies of this Judgment Entry upon Respondent Michelle Arnold via email to her at postmaster@Chillicothe.usps.gov.