



Title~4: Section~1-3:

Notice is under the jurisdiction of the American Flag of Peace of the united States of America. I, <sup>TM</sup>Elias Agredo-Narvaez<sup>®</sup>, am at Peace with my government. No flag of war shall be allowed affect upon my lawful name or character. I, <sup>TM</sup>Elias Agredo-Narvaez<sup>®</sup>, have entered no contract to waive any of my rights or assent to transact any right transfer away from my natural born American National Character (or same as adopted by oath).

A SECURITY - 15 USC

THIS IS A U.S.S.E.C. TRACER FLAG,  
NOT A POINT OF LAW\*

\*See attached EXPLANATION SHEET



**" AFFIDAVIT DENYING EXISTENCE OF FICTITIOUS CORPORATIONS,  
OPPORTUNITY TO CURE, AND COUNTERCLAIM!"**

#### **STATUTORY RECOGNITION OF THE RIGHT OF A MAN TO DENY CORPORATE EXISTENCE**

In a Democracy the citizens don't have God Given Natural rights, Human Rights, Constitutional Rights, the Bill of Rights, Declaration of Independence, or States Rights, all they have is their Civil Rights, and your Civil Rights can be taken away from you at any time with Laws like the Patriot Act.

The Banksters have taken our American Republic and re-engineered it into something more along the lines of a militaristic, fascist police state, where the people have absolutely no rights, and can be arrested as alleged enemies of the State, and hulled off to the FEMA death camps, whenever they feel like it. Fascism is a corporate political system that is controlled by big money and responds and fights Wars primarily to protect not the people but corporate interests. This corporate Democracy has been used to enslave the American people and to fool them into thinking that they still have the same Rights as those who are citizens of The Republic of the "united States of America;" when they don't!

**AN ISSUE NEEDS TO BE EXPRESSED IN COURT IN ORDER FOR IT TO BE RESOLVED. "HE WHO FAILS TO  
ASSERT HIS RIGHTS IN COURT, HAS NONE."**



The law Guarantees- That all men shall have a remedy by due course of law. If a remedy does not exist or if the existing remedy has been subverted or blocked, then one may create a remedy for themselves and endow it with credibility by asserting their rights in an Affidavit.

1. This "Affidavit Denying Existence of Fictitious Corporations, Opportunity to Cure, and Counterclaim" is a Commercial Affidavit. And a "Specific Negative Averment," taken verbatim out of Rule 9(a) of the Federal Rules of Civil Procedure, which describes exactly how to challenge corporate existence, solvency, and capacity to sue and be sued. This document is a **Commercial Affidavit, Maritime Lien and Counter-suit**, against anyone in a law case who would try to fraudulently take my Rights and Property away.

2. Myself, **Elias:Agredo-Narvaez**, am a naturalized citizen of the United States of America, and a free, living, Self aware flesh-and-blood inhabitant on the land with full "RIGHTS" in a undiminished capacity, and full standing in law, on the Sovereign State of New Jersey. I Declare this Affidavit to be the "Truth, and the Whole Truth and nothing but the truth, so help me God." and request that it be placed into the evidence file of this court or Public record. I affirm under oath that I am of legal age and competent to testify, and have personal firsthand knowledge of matters hereafter testified to, and hereby aver the following under penalty of perjury of the laws of New Jersey, do declare that the following facts are true to the best of my knowledge and belief, presented in good faith, correct and complete, and not intended to mislead.

3. The Affiant is a Secured Party CREDITOR, and has done an international Filing with the State of New York while the State of New Jersey Secretary of State has been notified of his **UCC FINANCING STATEMENT dated September/25/2012, FILE # 201209250547512**, and I am not this fictitious corporate entity, all capital version of my name, Nor am I surety for the corporation's debts.

4. The Affiant claims all his Natural and God Given unalienable rights, some of which are noted in the Constitution of the United States and New Jersey, and waives no rights or remedies. "The making of a valid Reservation of one's Rights preserves whatever rights the person then possesses, and prevents the loss of such rights by application of concepts of waiver or estoppel." (UCC 1-308.9)

5. "Myself, **Elias:Agredo-Narvaez**, the real person reserve my rights "without prejudice" not to be compelled to perform under any "Fraudulent Birth Certificate, Driver's license, and/or Social Security Contract" or commercial agreement that I did not enter into knowingly, voluntarily and intentionally. I am not a 14th Amendment UNITED STATES CITIZEN of the District Columbia, I am a Citizen of the United States of America, and I am not a financial slave or debtor to the "United States Inc", nor am I liable for any of their debts, nor do I share any of the supposed benefits of these hidden or silent contracts, or unrevealed commercial agreements." UCC 1-308

6. There is no evidence that a fictional corporation can secure in personam jurisdiction regarding Affiant, a living man, without a voluntary election to submit.

7. This position is in accordance with the U.S. Supreme Court decision in **Brady v. U.S., 379 U.S. 742 at 748 (1970)**: "Waivers of Constitutional Rights not only must be voluntary, they must be knowingly intelligent acts, done with sufficient awareness of the relevant circumstances and consequences."

8. Citing as a maxim of law that "Any agreement or contract that is contrary to the public welfare is void and unenforceable as a matter of law," Accord **Dalton**, 412 F. Supp. At 1007 (holding that, where a contract is unenforceable, all claims arising out of or directly connected with this illegal contract are equally tainted." Thus a contract that would make the American people the personal property and indentured slaves of the state is null and void.

9. In addition, the New Jersey courts will invalidate, as void against public policy, any agreement that is injurious to the interest of the public, contravenes some established interest of society, violates some public statute. Is against good morals, tends to interfere with the public welfare or safety, or is at war with the interests of society and is in conflict with public morals. **Marcinczyk v. State of New Jersey Police Training**, 203 N.J. 586, 594 (2010) (quoting **Frank Briscoe Co. v. Travelers Indem. Co.**, 65 F.Supp.2d 285, 312 (D.N.J. 1999)).

10. Simply put, the U.S government and the courts cannot force this fraudulent Birth Certificate, Driver's license and/or Social Security contract and citizenship upon the American people. As Americans we have the right to change or abolish corrupt government whenever its ends become destructive to our lives, freedom, and happiness. "contractual provisions that tend to injure the public in some way cannot be enforced." Id. ( **Henningson v.**



11. We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness. That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed. **That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it.**

12. Title III "Pleadings and Motions" Rule 9 (a) Federal Rules of Civil Procedure states that. "When an issue is raised as to the legal existence of a named party, or the party's capacity to be sued, or the authority of a party to be sued, the party desiring to raise the issue shall do so by specific negative averment, which shall include supporting particulars."

13. This "Affidavit that the Affiant has filed with the court and/or Public Record, "Denying the Existence of Fictitious Corporations, with an Opportunity to Cure, and Counterclaim" is a Commercial Affidavit. It's an AFFIDAVIT OF FACTS BY SPECIFIC NEGATIVE AVERMENT THAT DENIES THE EXISTENCE OF FICTITIOUS CORPORATIONS. It is a "Specific Negative Averment," taken verbatim out of Rule 9(a) of the Federal Rules of Civil Procedure, which challenges the legal corporate existence of this fictitious straw-man entity, with its all capital version of the Defendant's, Sentient's, or Affiant's name, and the party's solvency, and capacity to sue and be sued. There is no evidence that Affiant is a citizen of the UNITED STATES INC, subject, vessel or "person" or any ens legis artificial entity, procedural phantom, legal fiction or juristic personality.

14. **"This factious ALL CAPS version of the Defendant's or Sentient's or Affiant's name, created under the legal fiction of "right of presumption" will have "credibility" only so long as the presumption remains unchallenged by the Defendant, Sentient or Affiant in a sworn Affidavit."** This (™ELIAS AGREDO NARVAEZ©) is an artificial juristic personality created for me by the US Government at my birth, and is therefore inherently a "legal fiction" without the ability to appear before any court. This Corporate Legal fiction lacks sentience, and is unable to self-execute any legal contract with Respondents, which is proof that no such contracts exist. Affiant denies the existence of any contracts, express or implied, between Affiant and Respondent or any other party, real or pretended, in this matter. There is no evidence of the existence of any such agreements express or implied.

15. **As the law does not permit impossibilities**, Affiant denies that anyone has the authority or ability to produce this legal fiction for an appearance before this or any court. Absent a vessel subject to seizure, Affiant denies the existence of a Court in vacuo other than mala fide on a mare clausum. For the court to declare or assume that this fictitious entity does exist when it does not, without requiring any tangible proof or evidence, would be just another example of the lies and deception and the total injustices being perpetrated upon the American People. This malfeasance is repeated numerous times daily in our courtrooms all over the United States, for the sole purpose of illegally extorting money from the people which is FRAUD, and FRAUD is a FELONY.

16. This Affidavit is filed pursuant to 18 United States Code Section 4 (18 USC 4), the FEDERAL RULES OF CRIMINAL PROCEDURE, RULE 3. Title 18 (18 USC) Section 4 states: "Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined not more than \$500 or imprisoned not more than three years, or both."

17. The use of a wrong legal name in a lawsuit, even though they may sound the same when spoken or read out in the courtroom but are spelled entirely differently, is extremely relevant. In order for a Lawsuit to be valid, a legal filing must name all parties precisely and unambiguously. Every last letter and piece of punctuation is critical and (has "deadly force.") The name ™ELIAS AGREDO NARVAEZ©, in all capital letters as it appears or may appear on the SUMMONS is not the Defendant's, Sentient or Affiant's real name, but rather a non-existent fictitious corporate ENTITY with the same name as the Defendant, Sentient or Affiant's but spelled differently.

18. The UNITED STATES actually defines this fictitious entity spelled like your name with all capital letters as a "corporation" The definition is in 15 USCA (United States Code Annotated) section 44. They do this so that they can try to come after you personally for the corporation's debts. It's not within the Defendant's, Sentient or Affiant's power to appear as a fictitious person, and the court cannot require that the Defendant, Sentient or Affiant assume this false identity and its alleged liabilities. "...unless it is such as misleads a person to his prejudice, or the misspelling transforms the name into a wholly distinct appellation." 14 C.J.S., Names, pg. 36. (a)

19. A corrupted "alter ego" version of the Defendant's, Sentient or Affiant's name, (ALL CAPS) manufactured under



the legal fiction of "right of presumption" will have "credibility" only so long as the presumption remains unchallenged by the Defendant, Sentient or Affiant in a sworn Affidavit. It is presumed that everyone is expected to know the law. It has been long held that, ignorance of the Law is not an excuse or a defense. It is well established maxim that: "He who fails to assert his rights - HAS NONE!", unequivocally establishes that just as a closed mouth never gets fed, "a matter must be expressed to be resolved." An all-capital letters written version of the Defendant's, Sentient or Affiant's name is not the Defendant's, Sentient or Affiant's name, but a Straw man strictly an artificial corporate construct, existing by color of law only. New Jersey Court RULE 4:26-1 requires that a lawsuit be brought in the name of the "real party in interest." Also a Summons must use the correct legal name of the Defendant. New Jersey RULE 4:26-4 Fictitious Names; In Personam Actions. **"No final judgment shall be entered against a person designated by a fictitious name."** The Defendant, Sentient or Affiant has filed a Sworn Affidavit with the Court and/or Public Record declaring that this All-capital version of the Defendant's, Sentient or Affiant's name on the Summons, is a "fictitious name" and a "fictitious corporate entity." The Defendant, Sentient or Affiant is not this "legal fiction in Personam" and is not liable for any corporation's debts.

**20. If the alleged parties to an action are not precisely identified, as to who is involved, with whom or what, and how? If the parties are not properly identified, all corresponding judgments are void, as outlined in Volume 46, American Jurisprudence 2d, at Judgments:**

21. In the absence of having the real person to answer these alleged charges, the Defendant, Sentient and or Affiant Motions the court for Dismissal. The Defendant, Sentient or Affiant reserves his rights without prejudice under UCC 1-308 not to be compelled to perform under the terms of a fraudulent contract (like his Birth Certificate) which he did not enter into knowingly, willingly, and intentionally. The Defendant, Sentient or Affiant does not accept the liability of, or the compelled benefit of any unrevealed contract or commercial agreement with "United States Inc." In Absence of a vessel subject to seizure, a Court in Admiralty cannot exist and the Defendant, Sentient and or Affiant believes that no such evidence exists.

22. Said artificial DEBTOR entity has been separated from myself, the real Sentient **Elias:Agredo-Narvaez** who is a CREDITOR not a DEBTOR. The Defendant, Sentient or and Affiant identifies himself as the "authorized representative" for this non-existent fictitious **BUSINESS ENTITY** with his same name but spelled in all CAPS, and is not surety for its corporate debts.

23. The Defendant, Sentient and or Affiant accepts the oath of office that any prosecuting Attorney, judge, and court officials have taken in which they have sworn to uphold the Constitution; which is a legal binding contract were upon they can be held accountable for any fraudulent actions they may take against the Defendant, Sentient and or Affiant.

24. There is no evidence that Affiant waives, has waived, or intends to waive any of his God Given Natural Rights, Human Rights, Constitutional Rights, Bill of Rights, Declaration of Independence, States Rights, Civil Rights, or remedies and defenses including, without limitation, the defense of want for in Rem and in Personam. "The making of a valid Reservation of Rights preserves whatever rights the person then possesses, and prevents the loss of such rights by application of concepts of waiver or estoppel." (UCC1-308.9)

25. The sovereignty in every state resides in the people of the state and they may alter and change their form of government at their own pleasure." US Supreme Court in Wilson v Omaha India Tribe 442 US 653, 667 (1979): "In common usage, the term 'person' does not include the sovereign, and statutes employing the word are ordinarily construed to exclude it."

**26. Therefore any human being who wishes to claim any right or authority over the Affiant, must first prove that their power legally exist, and is above God's Power and Authority.** Failure to prove the above mentioned requirements means that all claims to authority over the Affiant are abandoned and/or are an unlawful act of fraud and or extortion against the Defendant, Sentient, or Affiant. This Affidavit is a Declaration of the Defendant's, Sentient or Affiant's claim to his God Given Natural Rights, and birthrights as an American Citizen. It also gives the real person **Elias:Agredo-Narvaez** a lawful reason to file a law suit against anyone who would seek to harm him.

**27. There is no evidence that Affiant is a citizen of UNITED STATES INC, subject, vessel or "person" or any ens legis artificial entity, procedural phantom, legal fiction or juristic personality.**

28. Affiant denies having received full disclosure of the benefits and liabilities associated with the creation of legal fiction (**ELIAS AGREDO NARVAEZ**).

29. An "Affidavit Denying Existence of Fictitious Corporations" and a "Bill of Peace" is processed and serviced by the Defendant, Sentient and or Affiant upon the parties with Notice that: "NO" Summary Judgment or equity proceeding



can conclude with any genuine issues of material fact in dispute:

30. No civil proceeding can commence until all criminal elements are exposed and resolved, and No facts exist to be set into evidence or rendered subject to dispute until all the underlying principles of issue in dispute have been clarified..

31. The attorney for the or any Plaintiff, is hereby been "Subpeona Duce Tecum" to produce several pertinent documents among these being: a. Proof that the Plaintiff's attorney is licensed to practice law in the State of New Jersey. A "BAR" Card is not a "license." b. Proof that the attorney for the Plaintiff has bona fide written authority to represent the Principle and a proper business licensee and bonding to act as a third-part debt collector in the State of New Jersey, regarding the case. c. Copy of attorney for the Plaintiff's insurance policy and bond of office, proving the existence of Offeror's commercial liability and the extents thereof and providing all details required to identify the underwriter of the bond and all criteria needed to file a claim against said bond. Failure of the alleged or any Plaintiff's attorney to comply with each and every demand as set forth in the Subpeona Duce Tecum, establishes on the court record or public record a confession and consent of judgement that the collection agency and or attorney is or are acting in private capacity outside of all bona fide corporate authority. Without any legal standing the collection agency and or their attorney is commercially liable for both their perjurious statements and judicial fraud. Thereby they are in an ultra vires manner in private, unlimited-liability capacity and can be sued accordingly.

32. In addition Affiant has seen no evidence that the UNITED STATES INC is a corporation that legally exists, and believes that no such evidence can be found. The 14th Amendment was never passed, nor was it ever ratified by 2/3's of the States.

33. There is no evidence that Affiant is liable on any Government statutes or codes, including, without limitation, UNITED STATES Codes and statutes and codes of any of Respondents' political subdivisions. IN PERSONAM

34. Affiant denies that Affiants' use of private letters rogatory, notices and affidavits comprises an appearance or submission to any jurisdiction foreign to Affiant.

36. There is no evidence that Affiant, Affiant's property and/or interests are subject to the jurisdiction of any of Respondents' officers or agents. IN REM

37. There is no evidence that a judges use of threats, judgments, unlawful arrest, charges of contempt of court, finds, duress, injury, incarceration, or restraint of any type pursuant to a false assumption that they have personam jurisdiction over the Defendant, Sentient or Affiant where none exists. Such behavior against the Defendant, Sentient or Affiant comprises a theft within the special maritime jurisdiction, assault, battery, fraud, perjury of oath, insurrection, plunder, kidnapping, assault on a foreign official, and other high crimes against a Secured Party Creditor, in violation of UCC and international laws.

38. Affiant has seen no evidence that in the absence of a vessel subject to seizure, a Court in Admiralty can exist, and believes that no such evidence exists.

39. This Legal fiction (ELIAS AGREDO NARVAEZ®) lacking sentence, is unable to self-execute a contract with Respondents, and no such contracts exist.

40. In the caption of any lawsuit, the terms ELIAS AGREDO NARVAEZ® is of course a "legal fiction," or DEBTOR, and the real person Elias: Agredo-Narvaez® is a SECURED PARTY CREDITOR.

41. As per Title 11 USC 501(a), 502(a), 11 USC 7001, 7013, and Federal Rules of Civil Procedure Sections 8-A, AND 13-A, the claim or presumption that Elias:Agredo-Narvaez®, is a DEBTOR to the "UNITED STATES" or any of its agencies or sub-corporations is forever rebutted by this Affidavit. This rebuttal is a counterclaim in Admiralty.

42. As an honest, forthright, conscientious, sentient being the Defendant, Sentient and or Affiant has nothing to hide or fear and so can state his position openly and fully by affidavit. Withholding and keeping knowledge from the people for the purpose of keeping them in financial slavery and under submission is something that satan the great deceiver and his minions do. It is a common business tactic that has been used since the beginning of time. Others with hidden agendas and skeletons in the closet need to hide behind their corporate mothers' skirts if they only want to have limited liability. They are too terrified of being held personally accountable for anything to swear out an affidavit stating anything.



43. This is an "Affidavit Denying Existence of Fictitious Corporations" ("Specific Negative Averment") per Rule 9 above, Pleading Special Matters, requiring the receiving/served party to respond by affidavit, both written in longhand in red ink and notarized in red ink and sent to the Defendant, Sentient or Affiant via the Notary Public, and further requires that you prove:

a) That all of the various fictitious, non-existent persons, undefined assemblages of all capital letters, e.g. **"ELIAS AGREDO NARVAEZ®"**, etc. legally exist, i.e. are solvent, have standing in law, and can be present in a court; and

b) Prove the existence or capacity to sue of all designated parties to this action. The Attorney for any Plaintiff must prove that each of these NON EXISTANT CORPORATIONS has a proven contractual nexus with all the others, including this fictitious person represented by the corrupted, all-capital-letter version of the Defendant's, Sentient and or Affiant's true name.

44. Failure to accomplish the above in the manner prescribed in the affidavit establishes on the record your/their confession and consent of judgment that none of those entities exist, and that there is no enforceable contract. The Defendant, Sentient and or Affiant is not required to become involved in an imaginary dispute between non-existent entities! Since everyone in an equity or summary process must expressly consent to the proceedings and I expressly do not consent, they/You are barred from involving Me in any such proceeding.

45. **An un rebutted affidavit, claim or charge stands as the truth in commerce.** This is in accord with the Uniform Commercial Code, valid in every State and made a part of the Statutes of each State. A name written in all caps - resembling a proper name but grammatically not a proper name - is being held as a debtor for an assumed debt. Where did the real person **Elias:Agredo-Narvaez®** become party to any Complaint and incur that debt? If so, how and when? Where is the contract of indebtedness that was signed by both parties and the proof of default thereon? Where does it say that the real person, i.e. **"Elias:Agredo-Narvaez®"**, must answers for or assumes the fabricated name, i.e. **"ELIAS AGREDO NARVAEZ®"**? And that the two become one and the same.

46. Affiant denies that Affiant and legal fiction (**ELIAS AGREDO NARVAEZ®**) are co-business partners, and that the Defendant, Sentient and or Affiant is responsible for paying the Corporation's debts. Nor there is any evidence that Affiant is a surety for this fictions corporate entities DEBTS.

47. "Affidavit Denying Existence of Fictitious Corporations" is essential to neutralize the commercial aspects of any war. And the Affidavit, "Bill of Peace" is used to expose the naked aggression of the systematic war which may be waged upon the Defendant, Sentient or Affiant under the color of law, for the sole purpose of making a profit by defrauding the Affiant.

48. Anyone who wants to insist on lying and trying to perpetrate a fraud against the Defendant, Sentient and or Affiant who is a secured party CREDITOR and preserves all his sovereign rights without prejudice under the Uniform Commercial Code, U.C.C. 1 and U.C.C. 1-308. Those who will not tell the truth, "AND COME CLEAN" and be honest, sincere, and well intentioned toward the Defendant, Sentient and or Affiant are self-confessing to be:

Disregarding the truth and acting on lies, deceit, bad faith, and absence of full disclosure, and thereby announcing to the Affiant by their actions (and failures to act) that they are an aggressor, criminal con artist in league with the Plaintiff and are enemy combatants. If an individual knows that a fraudulent act has been committed under Federal Law, and fails to report the fraudulent act to the appropriate U.S. law enforcement authorities. And then actively engages in concealing the fraudulent act or evidence of the fraudulent act; then that individual is guilty of a FELONY CRIME punishable by up to three to five years in U.S. Federal prison.

Examples of acts to conceal fraud include: changing, hiding or destroying official records in order to conceal the fraudulent act. Suppression of evidence regarding the fraudulent act; directly or indirectly causing others to withhold or suppress information pertaining to the fraudulent act. Making false statements to investigators regarding the fraudulent act; or any other affirmative action designed to conceal the fraudulent act from authorities.

49. This Affidavit Denying the Existence of Fictitious Corporations shakes the very foundation of our corrupt judicial system, which is nothing but a "Mockery of Justice." A kangaroo court that falsely assumes that every one is a fictions corporate entity, responsible for paying the corporation's debts. This is nothing but a legal falsehood so that the attorneys and judges can have unlawfully jurisdiction and authority over the American people, for which there is no legal basis. Since their civil judicial system (Criminal Code) is ONLY applicable to corporations or corporate entities, and not flesh and blood men and women with God Given Natural Rights. This means that American judges have



committed fraud and are nothing but Pirates of maritime law, unlawfully and unconstitutionally usurping their power, without any authority or legal right. These Pirates are the real terrorist and the true archenemies of the American people. They relentlessly kidnap people into their jurisdiction using fictitious laws and false presumptions, so they can strip the poor and the legally defenseless down to their last dollar, take away their homes, garnish their wages, and turn them into their debt slaves. These judges are not stupid, they know the law and understand what they are doing to people, and have made a conscious decision to side with the devil. For this reason they should be marked as TRAITORS to their country, and face the strictest of penalties for breaking the laws they have sworn both to God and to the Constitution to uphold.

50. When the Revolutionary War against English tyranny and oppression was over, the United States signed a treaty with Great Britain and one of the conditions in the treaty was that ALL COMMERCE would be regulated and contracted through British Attorney's known as Esquires. This condition and concession still exists today. No attorney or lawyer in the United States of America has ever been "licensed" to practice law in this country. Because there is no such thing as a license to practice law in this country. It's all a myth just like the debt they claim we owe them, it's all a LIE!!!! They have exempted themselves from following the law as they are a legal fictitious "person" and only an "ADMITTED MEMBER" to practice in the private franchise club called the BAR Association. Which is itself an acronym for the "British Admiralty Regency," and as such are un-registered foreign agents, and so they are in reality along with the Judges also traitors.

51. **Esquire is an Unconstitutional Title of honor and nobility given by the Queen of England, which means that they are non-citizens and foreign agents working for her majesty the Queen, and are specifically prohibited from ever holding any elected Public Office or job of trust in this country whatsoever! Article I, Section 9, clause 8, states: "No Title of Nobility shall be granted by the United States. And no Person holding any Office of Profit or Trust under them, shall, without the Consent of the Congress, accept any present, Emolument, Office, or Title, of any kind whatsoever, from any King, Prince, or foreign State. "As a direct result, the attorneys and lawyers cannot and do not represent the American people, they work for the Federal Reserve banksters, which is owned by Bank of England, and managed by the Rothschild Family.**

Treason is not only aiding the enemy in time of war. It is the act of a servant overthrowing the authority and rights of the master or sovereign. The American People were born kings and queens and the enemy has taken control of all levels of our government, and has turned every one of us into their debt slaves.

52. The people of America are lawfully the possession of the Federal Reserve, the English Crown. This fact has been hidden from the people that they like slaves have been brought back, one at a time, under British Rule. And the commercial process they used to accomplish this task is through the 14th Amendment which changes our citizenship from the "United States of America" to the "United States Inc." and through the registration of our birth certificates which makes us their personal property as indentured slaves. All courts in America are Vice-admiralty courts in the Crown's private commerce. The 1040 form that you file every year is your Tax Tribute paid directly to Britain through the IMF. See (IRS Publication 6209). Americans are slaves to the Queen & own absolutely nothing. See (Tillman v. Roberts 108 So. 62, Van Koten v. Van Koten 154 N.E. 146, Senate Document 43 & 73rd. Congress 1st. Session, Wynehammer V. People 13 N.Y. REP 378,481)

#### **Additional CLAIMS of Affiant:**

Protocols within the Code (Uniform Commercial Code - UCC)

The foundational maxims of the underlying commercial law, from which all law and commerce in the world today derive, are:

\* All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.

\* Truth as a valid statement of reality and is sovereign in commerce. Truth is expressed in the form of an affidavit. An un rebutted claim, charge, or affidavit stands as the truth in commerce, and an un rebutted affidavit is acted upon and becomes the judgement in commerce.

\* **He who comes into a court of equity must come with clean hands. 79 Fed. Rep. 854; 97 Tenn. 180; 11 Tex. Civ. App. 624. He who has committed iniquity shall not have equity. Francis, 2d Max.**



**Equity will not permit a party to profit by his own wrong.**

**\* The defendant shall be presumed innocent until proven guilty. The burden of proving the guilt of the defendant falls upon the prosecution, and the standard of proof is proof beyond a reasonable doubt.**

**\* Your presumptions that I, myself <sup>TM</sup> Elias Agredo-Narvaez©, the undersigned, is a "Corporate Fiction", or "Legal Entity" and under your corporate "UNITED STATES" jurisdiction are now and forever rebutted.**

**\* I, Myself, <sup>TM</sup> Elias Agredo-Narvaez© the undersigned, now tendering this legally binding legal "NOTICE and DEMAND" in hand, am not a surety for any "Corporate Fiction," or "Legal Entity's" DEBTS, nor a subject under your corporate veil "Color of Law Venue."**

**\* This Affidavit is not meant to threaten, delay, hinder, harass or obstruct justice, but to help protect the Defendant's, Sentient and or Affiant's guaranteed Rights and Protections assured to him by his God Given Natural Rights, Human Rights, Constitution Rights, the Bill of Rights, the Declaration of Independence, States Rights, and his Civil Rights. To insure that at no time will his Unalienable Rights ever be waived, or taken from him against his will by threats, duress, coercion, fraud, or without his express written consent of waiver. None of the statements contained herein intend to threaten or cause any type of physical or other harm to anyone. The statements contained herein are a notice to any person, whether real or corporate, of their potential personal civil and criminal liability, when and if they violate the Defendant's, Sentient and or Affiant's Inalienable Rights as protected by the original Constitution of (1776) adopted circa (1787) and/ or "Bill of Rights".**

**\* If and when you cause any injury and/or damages to the real person <sup>TM</sup> Elias Agredo-Narvaez© who is a Secured Party, by violating any of his rights, civil rights, privileges, or any terms herein, you agree to willingly, with no reservation of rights and defenses, at the written request of the Natural Man, Secured Party, surrender, including, but not limited to, any and all bonds; public, and/or corporate insurance policies; CAFRA funds; as needed to satisfy any and all claims as filed against you by the Natural Man, Secured Party. This applies to any and all agents, or representatives, severally and individually, of the UNITED STATES or any of the Subdivisions thereof, as described herein. NOTICE TO AGENT IS NOTICE TO PRINCIPAL AND NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

#### **Commercial Lien, Affidavit and Counter-Suit**

**\* The real person <sup>TM</sup> Elias Agredo-Narvaez© is a non-adverse, non-belligerent, non-combatant UCC Party and has a lien against ALL adverse parties, all combatant parties, and all belligerent parties. And he is not a part of their war, and he is protected by the Geneva Convention.**

**\* All issues need to be expressed to be resolved. "He who fails to assert his rights, has none."**

**\* Any Judge who would try to dismiss a Commercial Affidavit and Counter Suit without a "Counter-Affidavit," sworn to be true and correct, and signed by two witnesses, is in danger of being charged criminally. Said charges begin with FRAUD, which is gaining at the expense of the loss of another using trickery or deception, and the charges expand from there to include all those violations that extend to and are a natural outgrowth of such fraud. Those who are guilty become convicted felons: unbondable by any insurance company, subject by law to immediate termination, and if employed by the government, forever barred from holding public office.**

**\* If a Criminal Complaint on a public official is sent to the Insurance Commissioner of the State, it becomes instantly and automatically a Lien against the bond of the official, the judge or the District Attorney. He/she is in real trouble; they cannot function without their bonding, and they are held in suspension until the issue is resolved.**

**\* It is a Universal Commercial Maxim of law that "A lien or claim can only be satisfied through rebuttal by Counter-affidavit point-for-point, or resolution by a jury, or by payment." A commercial lien may not be removed by anyone except the lien claimant, or a properly-convened, properly-conducted jury trial (due process). It may not be removed by a summary process.**

**\* 'Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge, without a Counter-Affidavit, any Affidavit or any commercial process based upon an Affidavit.'**

**\* It is against the law for a Judge to summarily remove, dismiss, dissolve or diminish a Commercial Lien. Only the**



Lien Claimant or Jury can dissolve a commercial lien. If a Judge tries to dismiss the "truth" presented by this "Affidavit" without a "Counter-Affidavit," this would be clearly a violation of "International Law" that is lawfully binding on all courts within the United States of America, as clearly established in UCC3-603.

\* The "Counter-Affidavit" must contain evidence, which proves their case by a preponderance or the greater weight of evidence and must answer each and every averment, Point by Point individually. If any and all points are not answered fully and accompanied by lawfully documented evidence, as provided herein, that will be Default on the part of the Third Party Defendants. When commercial lien is uncontested by a categorical point-by-point rebuttal of the affidavits, it is considered an account receivable security (15 U.S.C.).

\* Once the Commercial Affidavit has been served AND ANSWERED, the court system is not and cannot be invoked until the charges in the affidavit have been answered by (1) acquiescence, (2) rebuttal or (3) default: until that point, THERE IS NO DISAGREEMENT TO ADJUDICATE. A disagreement could arise only from a rebuttal.

\* Commercial Affidavit Process is outside the jurisdiction of any equity court. It is a private contract matter. Should an attempt be made to involve an equity court it would result in a trespass against the Affiant's rights: those interfering individuals, who were unlawfully involved, would themselves become one of the accused. An equity court has no jurisdiction whatsoever, for the Commercial Affidavit Process is strictly a non-judicial or pre-judicial process between individuals and is private.

\* The Guilty become convicted felons, unbondable by any insurance company, subject by law to immediate termination if employed by the government and forever barred from holding public office.

\* NO judge, court, law, or government can invalidate these commercial processes, i.e., an affidavit or complaint or a lien based thereon, because no third party can invalidate someone's affidavit of truth.

\* Every charge or claim contained in the Claimant's Affidavit must be rebutted point-for-point by the Accused. The Accused's rebuttal must be done in the form of an Affidavit of Truth. That means it must be SWORN TESTIMONY and must be signed by at least two witnesses. The Accused/Affiant must swear to the truth, the correctness and the certainty of his or her rebuttals within that affidavit, thereby assuming complete liability for the statements contained in it and must be prepared to prove his or her statements, preferably with documentation that is unimpeachable.

\* Failure to follow the correct process of rebutting the charges or ANY ATTEMPT TO PRESENT REBUTTAL EVIDENCE THAT IS NOT SWORN TO BE THE TRUTH and "THE WHOLE TRUTH" INVALIDATES such response as if no evidence or rebuttal were given at all. SUCH FAILURE IS FATAL TO ANY OF/ or THE DEFENSE!

a. If any or all charges are rebutted, those charges will (at Claimant's discretion) be resolved as described under "RESOLUTION BY JURY."

b. Any charges not rebutted or redressed will result in a DEFAULT CONVICTION for those charges and the issuance of a "non-trial" criminal complaint, which will be covered under "CRIMINAL LIABILITY."

\* The insurance policy and bond of every judge and attorney involved limits them to dealing only with limited-liability corporate persons and forecloses them from being able to deal in any manner with an unlimited-liability secured party creditor.

\* All corporate government is based upon Commercial Affidavits, Commercial Contracts, Commercial Liens and Commercial Distresses, hence, governments cannot exercise the power to expunge commercial processes.

\* The Legitimate Political Power of a corporate entity is absolutely dependent upon its possession of Commercial Bonds against Public Hazard, because no Bond Means no responsibility, means no power of official signature. Means no real corporate political power, means no privilege to operate statutes as the corporate vehicle.

\* The Corporate Legal Power is secondary to Commercial Guarantors. Case law is not a responsible substitute for a Bond.

\* Municipal corporations which include cities, counties, states and national governments have no commercial reality without bonding of the entity, its vehicle (statutes), and its effects (the execution of its rulings).



\* Judicial non-jury commercial judgments and orders originate from a limited liability entity called a municipal corporation, hence must be reinforced by a Commercial Affidavit and Commercial Liability Bond.

\* A credit card judgment or a foreclosure by a summary judgment (non-jury) without a commercial bond is a violation of commercial law.

\* Governments cannot make unbounded rulings or statutes which control commerce, free enterprise citizens, or sole proprietorships without suspending commerce by a general declaration of martial law.

**\* It is tax fraud to use Courts to settle a dispute/controversy, which could be settled peacefully outside of or without the Court.**

\* An official (officer of the court, policeman, etc.) must demonstrate that he/she is individually bonded in order to use a summary process.

**\* An official who impairs, debauches, voids or abridges an obligation of contract or the effect of a commercial lien without proper cause, becomes a lien debtor and his/her property becomes forfeited as the pledge to secure the lien. Pound breach (breach of impoundment) and rescue is a felony.**

\* PUBLIC HAZARD BONDING OF CORPORATE AGENTS. All officials are required by federal, state, and municipal law to provide the name, address and telephone number of their public hazard and malpractice bonding company and policy number of the bond and, if required, a copy of the policy describing the bonding coverage of their specific job performance. Failure to provide this information constitutes corporate and limited liability insurance fraud (15USC) and is prim-a-face evidence and grounds to impose a lien upon the official personally to secure their public oath and service of office.

\* It is IMPORTANT to understand that in this fraud that the American courts try to place upon you, which makes you a fictitious corporate entity, they make this determination of whether you are or are not a corporate member subject to the corporate UNITED STATES, in the PRE-TRIAL HEARING. That is, in fact, the so-called "TRIAL" where the Defendant MUST have the above noted Affidavit, and have it read into the transcript. If the Defendant is charged under any statute, the actual trial is an administrative procedure of a dissident slave.

\* Therefore, now knowing this, the Defendant, Sentient and or Affiant demands that the "Affidavit Denying Existence of Fictitious Corporations," be refuted point by point, and demands that it stands as truth prior to the termination of any pre-trial hearing. The Natural result should only be the quashing of the case for want of proper jurisdiction; and the Defendants, Sentient and or Affiant would also like to remind any court of his Affirmative Defenses, and Counterclaims, which stand as more than sufficient reason and evidence for the Dismissal of any case.

\* Upon the opponents failure to answer or rebut the Defendant's, Sentient and or Affiant's Affidavit of Specific Negative Averment and Execute your Bill of Peace a Notice of Default and Stipulation is thereby executed, served upon them and recorded in the Public Record.

**\* If one is a member of a corporation he is bound by corporate rules and regulations, and those outside those corporations are not subject to their jurisdiction. The corporate status of an individual entering the court is automatically assumed by the court unless they have notice to counter such assumptions, and this is the purpose of this affidavit.**

#### **OPPORTUNITY TO CURE**

You failure to respond, within 30 days from the day this document is lawfully recorded as stipulated, and to rebut with particularity everything in this Affidavit with which you disagree, is your lawful, legal and binding agreement with, and admission to the fact that everything in this Affidavit is true, correct, legal, lawful and binding upon you; in any Court, anywhere in America, without your protest or objection or that of those who represent you. Your silence is your acquiescence. See: **Connally v. General Construction Co., 269 U.S. 385, 391. Notification of legal responsibility is "the first essential of due process of law."** Also see: **U.S. v. Tweel, 550 F.2d. 297. "Silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left**



unanswered would be intentionally misleading.”

## COUNTERCLAIM

THE FOLLOWING DAMAGES HAVE BEEN ASSESSED AGAINST YOU SHOULD YOU FAIL TO MEET THE REQUIREMENTS AS PROVIDED IN THE OPPORTUNITY TO CURE CONTAINED HEREIN:

1. Failure to prove damages, or state a claim upon which relief can be granted \$100,000.00 (One Hundred Thousand US Dollars) per count, per violation, Per Third Party Defendant.
2. Failure to respond as outlined herein, Default by non-response or incomplete response \$100,000.00 (One Hundred Thousand US Dollars.) per count, per violation, Per Third Party Defendant.
3. Unjust Enrichment, Breach of Contract, Consumer Fraud, Usury, Unjust Fees and Late Charges, Charging Exorbitant Interest Rates \$100,000.00 (One Hundred Thousand Dollars) per count, per violation, Per Third Party Defendant.
4. Dishonor In Commerce, Breach of Implied Duty of Good Faith, Dishonest Behavior, Making False Statements and Accusations - \$100,000.00 (One Hundred Thousand Dollars) per count, per violation, Per Third Party Defendant.
5. Fraud, Tort, Withholding or Suppressing Information or Evidence Pertaining to Fraudulent Acts, Placing Illegal and Fraudulent Hidden Clauses in Contracts, Misrepresentations, Failure to Disclose Important Information and Material Facts - \$100,000.00 (One Hundred Thousand US Dollars) per count, per violation, Per Third Party Defendant.
6. Extortion, Embezzlement, Securities Fraud, Misappropriation of funds, Conversion of Property, Conspiracy, Larceny, Theft by Deception, Profiteering, Participation In A RICO Enterprise, Racketeering, Loan Sharking, Organized Crime - \$100,000.00 (One Hundred Thousand US Dollars) per count, per violation, Per Third Party Defendant.
7. Professional Negligence, Malfeasance, Breach of Fiduciary Duties, Legal Malpractice, Deceit, Perjury, Collusion, Illegal Collaboration - \$100,000.00 (One Hundred Thousand US Dollars) per count, per violation, Per Third Party Defendant.
8. Theft of Public Funds, using Threats, Abusive, Unfair, or Deceptive Business Practices, -\$100,000.00 (One Hundred Thousand US Dollars) per count, per violation, Per Third Party Defendant.
9. Failure to pay Counterclaim in full within (30) Thirty Calendar Days of Default as contained herein. \$100,000.00 (One Hundred Thousand US Dollars), per month, and interest of 1.5 % per month compounded daily for the first (30) Thirty Days from the date of default. After (30) Thirty Days beginning on the (31st) Thirty-first Day after Default, the penalties for Failure to pay will increase by \$10,000.00 (Ten Thousand US Dollars Per Day) for each calendar day that this counterclaim is not paid in full, plus interest. After (90) calendar days, beginning on the 91st day of the date of Default, the penalties for Failure to Pay Counterclaim will increase by \$100,000.00 (One Hundred Thousand US Dollars) per calendar day, that the Counterclaim is not paid in full, plus interest as indicated herein.
10. Punitive damages will be assessed as the total amount of the damages as outlined herein times three. Punitive damages will be added to the original amount of damages.
11. Unlawful Arrest, Illegal Arrest, or Restraint, or Detainment, Trespassing/Trespass, Without a Lawfully Correct and Complete 4TH Amendment Warrant: \$200,000.00 (Two Hundred Thousand) US Dollars, per occurrence, per officer, or agent involved.  
Excessive Bail, Fraudulent Bond, Cruel and Unusual Punishment, Violation of Right to Speedy Trial, Freedom of Speech, Conspiracy, Aid and Abetting, Racketeering, and or Abuse of Authority as per Title 18 U.S.C.A., ' 241 and ' 242, or definitions contained herein, encroachment: \$200,000.00 (Two Hundred Thousand) US Dollars, per occurrence, per officer, or agent involved.  
Assault or Assault and Battery without Weapon: \$200,000.00 (Two Hundred Thousand) US Dollars, per occurrence, per officer, or agent involved.  
Assault and Battery with Weapon: \$300,000.00 (Three Hundred Thousand) US Dollars, per occurrence, per officer, or agent involved.  
Unfounded Accusations by officer of the court: \$200,000.00 (Two Hundred Thousand) US Dollars, per occurrence, per officer or agent involved.
12. Denial and or Abuse of Due Process: \$200,000.00 (Two Hundred Thousand) US Dollars, per occurrence, per officer, or agent involved.  
Obstruction of Justice: \$200,000.00 (Two Hundred Thousand) US Dollars, per occurrence, per officer or agent involved.  
Unlawful Detainment, Interstate Detainer, or False Imprisonment: \$50,000.00 (Fifty Thousand) US Dollars, per day, per occurrence, per officer, or agent involved, plus 12% annual interest.  
Reckless Endangerment, Failure to Identify and/or Present Credentials and/or Failure to Charge within 48 (Forty-Eight) Hours after being detained: \$200,000.00 (Two Hundred Thousand) US Dollars per occurrence, per officer, or agent involved.  
Counterfeiting Statute Staple Security Instruments: \$200,000.00 (Two Hundred Thousand) US Dollars per



occurrence, per officer, or agent involved.

13. Unlawful Detention or Incarceration: \$200,000.00 (Two Hundred Thousand) US Dollars per day, per occurrence, per officer, or agent involved.

Incarceration for Civil or Criminal Contempt of court without lawful, documented in law, and valid reason: \$20,000.00 (Twenty Thousand) US Dollars per day, per occurrence, per officer, or agent involved.

Disrespect by a Judge or Officer of the Court: \$200,000.00 (Two Hundred Thousand) US Dollars per occurrence, per officer, or agent involved.

Threat, Coercion, Deception, or Attempted Deception by any officer of the court: \$200,000.00 (Two Hundred Thousand) US Dollars per occurrence, per officer, or agent involved.

Unnecessary Restraint: \$200,000.00 (Two Hundred Thousand) US Dollars, per occurrence, per officer, or agent involved.

Refusal of Lawful Bailment as Provided by The aforementioned Constitution and/or Honorable "Bill of Rights": \$20,000.00 (Twenty Thousand) US Dollars per day of confinement, to be prorated by the hour as per Trafficant vs. Florida, per occurrence, per officer, per agent involved.

Coercing, or attempted coercing of, the Real Natural man to take responsibility for the Corporate Strawman against the Natural Man and Secured Party's Will: \$200,000.00 Two Hundred Thousand US Dollars per occurrence, per officer or agent involved.

The placing of an unlawful or improper lien levy, impoundments, or garnishment against any funds, bank accounts, savings, accounts, retirement funds, investment funds, social security funds, intellectual property, or any other property belonging to the Natural Man, Secured Party by any agency as aforementioned herein: \$200,000.00 (Two Hundred Thousand) US Dollars per occurrence, and \$10,000.00 (Ten Thousand) US Dollars per day Penalty until lien(s), levy(s), impoundment(s), and/or garnishment(s) are ended and all funds reimbursed, and all property returned in the same condition as it was when taken, with 12% Yearly interest and my declared value of property.

Destruction, deprivation, concealment, defacing, alteration, or theft, of property, including buildings, structures, equipment, furniture, fixtures, and supplies belonging to the Natural Man and Secured Party, will incur a penalty of Total New Replacement Costs of property, as indicated by owner and secured party, including but not limited to purchase price and labor costs for locating, purchasing, packaging, shipping, handling, transportation, delivery, set up, assembly, installation, tips and fees, permits, replacement of computer information and data, Computer hardware and software, computer supplies, office equipment and supplies, or any other legitimate fees and costs associated with total replacement of New Items of the same type, like, kind, and/or quality, and quantity as affected items. The list and description of affected property will be provided by the owner and secured party will be accepted as complete, accurate, and uncontestable by the agency, or representative thereof that caused such action. In addition to the aforementioned cost there will be a \$10,000.00 (Ten Thousand) US Dollars per day penalty until property is restored in full, beginning on the first day after the incident, as provided by this contract.

Date 12/22/2012 Signature: \_\_\_\_\_

Secured Party <sup>TM</sup>Elias Agredo-Narvaez  
Without Prejudice/ Without recourse

The above named Libellant, <sup>TM</sup>Elias Agredo-Narvaez, Executive Trustee for <sup>TM</sup>ELIAS AGREDO-NARVAEZ appeared before me, a Notary, subscribed, sworn to the truth of this contractual **AFFIDAVIT DENYING EXISTENCE OF FICTITIOUS CORPORATIONS, OPPORTUNITY TO CURE, AND COUNTERCLAIM.**

Under oath this 22nd day of December, A.D. 2012

Sunny Patel Sunny Patel  
Notary name PRINTED.....Notary Signature Seal/Stamp

Ocean County New Jersey  
Notary City and State.....My commission expires



Item#12284972-EAN-AGREDO



# **EXPLANATION SHEET**

TO BE ATTACHED TO EVERY COMMERCIAL INSTRUMENT OR FILING

TO BE ATTACHED TO EVERY COMMERCIAL INSTRUMENT

CONTAINING THE PHRASE "A SECURITY - 15 USC"

This "EXPLANATION SHEET" is to be attached to all Commercial Affidavits, including Affidavits of Obligation (Commercial Liens), which are non-judicial consensual processes which arise out of breach of special performance, e.g. for public officials' breach of oath of office, a violation of the Constitution for the United States of America (1787).

The Notice is included for the purposes of Full Disclosure (UCC), and as a warning for Commercial grace. The reference to Title 15 on a Commercial Affidavit is to indicate that the Affidavit could become a U.S.S.E.C. Federal Security with tracking number.

A SECURITY - 15 USC

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THIS IS A U.S.S.E.C. TRACER FLAG,  
NOT A POINT OF LAW\*

\*One definition of "A SECURITY" is "any evidence of debt".

The Lien Claimant does NOT rely on Title 15 USC as a basis for the "Commercial Lien." All commercial processes, by using or relying on notes or paper in Commerce (e.g. Federal Reserve Notes), must bear some sort of Federal tracking, a County Recorder's number, or a serial number, which process must be accessible for inspection at the nearest relevant County Recorder's Office or be widely advertised. When a Lien matures in three (3) months by default of the Lien Debtor through the Lien Debtor's failure to rebut the affidavit of obligation point-for-point categorically, it becomes an accounts receivable in the ordinary sense of a collectible debt upon which assignments, collateralization, and other Commercial transactions can be based, hence it becomes a Security subject to observation, tracking, and regulation by the United States Securities and Exchange Commission (hereinafter U.S.S.E.C.).

The notation "A Security - 15 USC" Is a flag in Commerce telling the U.S.S.E.C. that a speculation account is being established to enforce the lien. The U.S.S.E.C. can then monitor the process. As long as the process is truthful, open, and above board (full disclosure), the U.S.S.E.C. has no jurisdiction over it, for even the U.S.S.E.C. has no jurisdiction over the truth of testimony, depositions, affidavits, and affidavits of obligation (Commercial Liens), and an un rebutted affidavit stands as the truth in Commerce.

Legal Authority: Universal moral/existential truths/principles, expressed in Judaic (Mosaic) Orthodox Hebrew/Jewish Commercial Code, corollary to Exodus (chiefly Exodus 20:15,16). This is the best known Commercial process in America. Its prime user is the Internal Revenue Service. The IRS uses all three tracking codes. The federal code is the taxpayer's IRS document file number. The next stronger code

is the County Recorder's number. The strongest, most important, most universal code is the taxpayer's identification number (TIN), also known as the Social Security Number (SSN).

The IRS collection process is legitimate. The IRS assessment process, however, is a Commercial fraud. IRS collection is not supported by any Commercial Affidavits, Commercial Liens, or by any contracts, agreements, or True Bill in Commerce establishing the basis on which any debt can be collected.

An affidavit is someone's solemn expression of truth. The foundation of the law, Commerce, and the whole legal system consists of telling the truth ("I swear to tell the truth, the whole truth, and nothing but the truth. . .") either by testimony, deposition, and/or by affidavit.

Every honorable judge requires those who appear before him to be sworn to tell the truth, and is compelled by the high principles of his profession to protect truth and do nothing to tamper with that truth, either directly or indirectly, in person or by proxy, or by subordination of an affiant or other party.

A judge cannot interfere with, tamper with, or in any way modify testimony without disintegrating the truth-seeking process in his sacred profession and destroying the fabric of his own occupation. To do so abrogates the 1st Amendment, which was established to protect truth. Doing so is committing professional suicide, as well as inviting countless civil and criminal repercussions.

Any judge who tampers with testimony, deposition, or affidavit, is a threat to the Commercial Peace and Dignity of the County, State, and United States of America, thereby violating the laws of all those political subdivisions and acting in the nature of a foreign, enemy Agent (a Mixed War), justifiably subject to penalties of treason.

Whoever acts against Commercial Affidavits without executing the necessary Commercial Paperwork under affidavit is subject to being charged criminally. Said charges include fraud, which is gaining at the expense of the loss of another using trickery or deception, and expand to include all violations that issue from said fraud.

Commercial processes are fundamentally non-judicial and pre-judicial. No judge, court, law, or government can invalidate these Commercial processes, i.e. an affidavit or a lien or complaint based thereon, because no third party can invalidate someone's affidavit of truth. To act against such an affidavit is to create a situation and/or enhance the condition of a Mixed War. No one can rebut an affiant except a party (e.g. a lien debtor) who alone, by his own affidavit, must speak for himself or herself if challenged. Only someone himself or herself knows his or her truth and has the right and responsibility to assert it.

A Mixed War condition exists where "authorities" have violated their oaths of office, violated the fundamental law they swore to uphold and protect, violated the codes, statutes, and regulations that govern them and in so doing disregard the peace and safety of the community by their acts, operating as Agents for undisclosed Foreign Principals or Governments against those whom they swore to protect. Such acts of Treason constitute a secret war against the people.

When an Affidavit is flagged in Commerce it becomes a Federal Document because it could become translated into a Security (for example by being attached in support of a Commercial Lien), and not accepting and/or filing a Commercial Affidavit becomes a Federal offense.