<<YOUR NAME>>

<<YOUR ADDRESS>>

<<YOUR CITY>>, <<YOUR STATE>> <<YOUR ZIP>>, <<YOUR COUNTRY>>

Email: <<YOUR EMAIL>>

Phone: Send email to address above and we will call you back at your number

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DISTRICT COURT OF THE UNITED STATES**

**SOUTHERN DISTRICT OF CALIFORNIA**

|  |  |
| --- | --- |
| **United States of America, Plaintiff**  **<<U.S. ATTY FULL NAME>>, Substitute Defendant**  **v.**  **<<YOUR FULL NAME>>, Alleged Defendant**  **Fiduciary for <<U.S. ATTY FULL NAME>>** | **COMPLAINT FOR PERMANENT INJUNCTION**  **Case No: <<CASE NO.>>** |
| **<<YOUR FULL NAME>>**  **Cross-Plaintiff**  **v.**  **<<U.S. ATTY FULL NAME>>, <<IRS AGENT FULL NAME>>, <<DOJ EMPLOYEE FULL NAME>>, <<JUDGE FULL NAME>>, Cross-Defendants** | **CROSS-COMPLAINT TO PETITION FOR PERMANENT INJUNCTION:**  **AFFIDAVIT OF MATERIAL FACTS**  **Case No: <<CASE NO.>>** |

1. This pleading is filed for above captioned hearing in the “District Court of the United States”, and NOT the “United States District Court”. If the recipient clerk is unable to process this pleading, please direct it to the proper official.
2. The table of contents and points and authorities for this pleading being on the following page.

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“Whoever rewards evil for good,   
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[Proverbs 17:13, Bible, NKJV]

"The king [or judge] establishes the land by [justice](http://famguardian.org/TaxFreedom/CitesByTopic/justice.htm); but he who receives bribes [called “federal benefits” or “taxpayer” status as either a litigant, Judge, or juror] overthrows it."

[[Prov. 29:4](http://www.biblegateway.com/cgi-bin/bible?passage=PROV%2B29%3A4&showfn=on&showxref=on&language=english&version=NKJV&x=18&y=9), Bible, NKJV]

# FACTS IN SUPPORT OF CIVIL COMPLAINT

The information contained in this section is organized the same as that found in the accompanying Cross Complaint, section 5 to facilitate easily locating the information applicable to each cause of action.

## Against Cross-Defendant and Accomplices as Private Individuals

### Reasonable Notice to <<U.S. ATTY FULL NAME>> of the terms of License Agreements

1. As to whether Cross-Defendant <<U.S. ATTY LASTNAME>> received “reasonable notice” of the terms of said license agreement, he has repeatedly been made aware of said agreement by the following means:
   1. When he signed up to join the Member Mailing List for SEDM. He admitted during the Deposition of 30NOV2005 that he had downloaded the SEDM Deposition Handout, Form #03.007 (see <http://sedm.org/Forms/FormIndex.htm>) in response to a Member Mailing list email he received. See Deposition Transcript, Docket #72, Exhibit 11, p. 214:

“I [<<U.S. ATTY FULL NAME>>] will represent to you that I downloaded that Deposition Handout, following the instructions on that SEDM mail. Now, does that look like the Deposition Handout to you?”

[Deposition Transcript of Plaintiff by Defendant, 30NOV2005, p. 214]

The SEDM Member Mailing List screen where he had to go to join that mailing list is included as Exhibit 6. That Exhibit indicates the following text, which all who join the Member Mailing List must view and read, in bright red letters:

**WARNING:** You may join our mailing list only if you consent unconditionally and comply completely with our [Ministry Member Agreement](http://www.sedm.org/MemberAgreement/MemberAgreement.htm).

If Cross-Defendant <<U.S. ATTY LASTNAME>> received the email notification that lead him to download the materials from another third party, then that third party, who most likely would be Cross-Defendant <<IRS AGENT FULL NAME>>, becomes the Substitute Defendant in his place, pursuant to the SEDM Fellowship Member Agreement, Exhibit 2 attached.

* 1. In the article entitled “Family Guardian Under Attack by the U.S. Government Again”, which he introduced during the 30NOV2005 deposition, and which he labeled as Exhibit 3. See Deposition Transcript, Docket #72, Exhibit 11, p. 138, where it was introduced. He indicated reading it because he referred to it in his questions. Page 2 and several other pages on that article indicate that the materials he downloaded are subject to a license agreement and that his use of the materials constitute consent to be bound by the agreement.
  2. In the SEDM Articles of Mission which the Cross-Defendant submitted as evidence during the deposition of 30NOV2005. See Exhibit 6 contained within Deposition Transcript, Docket #72, Exhibit 11.
  3. Repeatedly at the deposition held on 30NOV2005 of the Cross-Plaintiff by the Cross-Defendant. See Deposition Transcript, Docket #72, Exhibit 11, pp. 126, starting line 5. Cross-Defendant also mentioned on Deposition Transcript, p. 62 that he has seen the Copyright/Software/License Agreement several times in the paperwork throughout this proceeding. On Deposition Transcript, p. 63, he even asked what it was about, because he was interested in it.
  4. Throughout most of the pleadings in this proceeding. See Answer, Docket #5, Exhibits 3 and 14; In the Opposition to Motion for Summary Judgment, Docket #72, Exhibits 1, 2, and 4.
  5. During several telephone conversations, which have been recorded with his consent and are available for use as evidence.
  6. By the link to the Disclaimer at the bottom of nearly every page from that Family Guardian website that he included with his Motion for Summary Judgment, Docket #68. See, for instance, Docket #68, Exhibit 2.a.
  7. By the SEDM Fellowship Member Agreement, Exhibit 2 attached, which includes in section 6 a copy of the entire Copyright/Software/User License Agreement. This agreement was attached to the Amplified Deposition Transcript mailed to Mr. <<U.S. ATTY LASTNAME>> on Feb. 17, 2006. This transcript is included with Docket #72, Exhibit 11. Subexhibit D3 included that agreement.
  8. By the SEDM Deposition Handout he received from John Wright held on Nov. 9, 2005, when he was deposing Mr. Wright.
  9. By the SEDM Checkout Screen, which forbids *anyone* from making any kind of donation to the SEDM Church through the website without unconditionally and completely agreeing to and complying with the SEDM Fellowship Member Agreement, Exhibit 2 attached. A copy of this checkout screen was attached to the Judicial Notice, Docket #44 as Exhibit 7 submitted by the Cross-Plaintiff.

1. Based on his conduct, Cross-Defendant <<U.S. ATTY LASTNAME>> also signaled that he was aware of the terms of the agreement and intended to avoid liability. For instance:
   1. He refused to provide a mailing address where he could be personally served with this Cross Complaint. Instead, he provided a PO box to deliver correspondence to him.
   2. In the Request for the Production of Documents, Set #1, sent to him by the Cross-Plaintiff on Nov. 22, 2005 with a proof of mailing, he was asked for detailed information about his work address and copies of his employment papers so that he could be personally served with this Cross Complaint. He refused to provide the information and refused to disclose why it was not provided. His interference with discovery proves that he is trying to evade personal liability for the consequences of his actions in accordance with the SEDM Fellowship Member Agreement, Exhibit 2 and the Family Guardian Copyright/Software/User License Agreement, Exhibit 3.
   3. When he tried to schedule the Deposition of the Cross-Plaintiff eventually held on \_\_\_\_\_\_\_\_\_\_\_\_(Date), he was told in email correspondence sent to him by the Cross-Plaintiff that he would get full cooperation PROVIDED that he also answer an equal number of questions at the same deposition about the nature of his downloading and use of the copyrighted and licensed materials. Instead of complying, he:
      1. Told the Cross-Plaintiff that e would not cooperate in any way with the Cross-Plaintiff discovery on this matter.
      2. Filed a motion to compel appearance at the Deposition.
      3. Indicated in the Motion to Compel appearance that he would file for a protective order if Cross-Plaintiff filed a motion to compel his appearance at a deposition related to those matters. The Magistrate Judge further aided and abetted this obstruction of justice and willful impairment of the contract rights of parties to this suit and Ministry Members to the websites in question with the following prejudicial warning in a footnote contained within her Order, Docket #41 on p. 4:

1 “The Court does not mean to encourage Defendant to notice a deposition of Plaintiffs counsel; as courts have uniformly recognized, depositions of opposing counsel are disruptive to the adversarial process and should be allowed only in limited circumstances. See, eg., Boughton v. Cotter Corf, 65 F.3d 823, 828-831 (10th Cir. 1995); Shelton v. American Motors Corp., 805 F.2d 1323, 1327 (8 Cir. 1986); Dunkin 'Donuts, Inc. v. Mandorico, Inc., 18 1 F.R.D. 208,210-21 1 (D. Puerto Rico 1998); American Casualty Co. v. Krieger, 160 F.R.D. 582,585-589 (S.D. Cal. 1995). This is true even "where it is clear that the attorney is a witness to relevant, nonprivileged events andlor conversations." American Casualty, 160 F.R.D. at 588. Plaintiff has stated that if Defendant seeks to take the deposition of Plaintiffs counsel, it will move for a protective order. [PI. Memo. at 3 n.3.1”

[Docket #41, p. 4]

1. For excellent authorities on the requirement for “reasonable notice”, see *Specht v. Netscape Communications Corporation*, 306 F.3d 17 (2d Cir. 10/01/2002).
2. Cross-Plaintiff also emphasizes that:
   1. These agreements and licenses are the only means available to control or influence the use of the materials that are the subject of this proceeding.
   2. If the Court decides to *not* allow these agreements to be enforced, then it has deprived the authors of the only means available to them to control the use of the materials and to prevent them from being used for an illegal or unlawful purpose.
   3. If the Court *deprives* the authors or Members who are party to these agreements the right to be protected by them and enforce them, then it must in good conscience be just as willing to quit trying to hold the authors responsible for the *misuse* of the materials. Either:
      1. The authors and Members are given the ability to enforce the agreements upon ALL who make themselves subject AND are held accountable for the result…OR
      2. The Court deprives the authors and Members of the ability to enforce them, and thereby ensures that they are not held accountable for any consequence of reading or using them.

The Court and the Plaintiff cannot have it both ways. It can’t on the one hand deprive them of enforcement authority but on the other hand hold them accountable for a result that they have been deprived of any influence over.

* 1. The Court has a Constitutional duty to provide equal protection to all who make themselves subject to said agreements. It can’t exclude the Cross-Defendant by asserting sovereign immunity without excluding ALL readers and Ministry Members simultaneously. The agreements themselves require that those who consent must waive official, judicial, and sovereign immunity. Therefore, immunity may *not* be asserted in this case to exempt the Cross-Defendants without depriving the Members and authors of equal protection of the law.

### CAUSE 1.1: Monetary Damages for violation of Copyright/Software/License Agreement

**COUNT 1: Deposition of 30NOV2005 of Cross-Plaintiff.**

1. During the deposition of the Cross-Plaintiff held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_(Date) at the U.S. Attorney Office, 880 Front Street, San Diego, CA conducted by Cross-Defendant <<U.S. ATTY FULL NAME>>, Mr. <<U.S. ATTY LASTNAME>> admitted in the deposition transcript that he had downloaded information from the SEDM website. See Deposition Transcript of 30NOV2005, p. 214, attached to the Opposition to the Motion for Summary Judgment, Docket # as Exhibit 11.
2. The SEDM Fellowship Member Agreement, Exhibit 2 attached, identifies the ways by which a user of the website makes themselves subject to the Ministry Member Agreement, Exhibit 2 and the Copyright/Software/User License Agreement as follows:

Comes now, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print your FULL legal birthname legibly), who desires to join the fellowship and the ministry of Sovereignty Education and Defense Ministry (SEDM).  In consideration of the valuable information offered by the Ministry, I declare my consent to abide unconditionally with this agreement by any one or more of the following means:

1. Signing this Member Agreement  and faxing or mailing it to the Ministry.

2 Downloading any of the free materials or information available on the SEDM website at [http://sedm.org](http://sedm.org/).

3.   Making a donation to the ministry.

4. Participating in the Ministry as a volunteer or agent.

5. Signing up to be part of our Member Mailing List.

[SEDM Fellowship Member Agreement, Exhibit 2, Section 1]

1. By virtue of admitting downloading licensed materials off the website in question, and by virtue of the above, Cross-Defendant <<U.S. ATTY LASTNAME>> has admitted to being a Member of SEDM, and being completely and perpetually subject to the Copyright/Software/User License Agreement.
2. The terms of the Copyright/Software/User License Agreement are indicated in the SEDM Fellowship Member Agreement, Exhibit 2. Item 8.4 of the Copyright/Software/User License Agreement says that this liability is a personal liability that is superior to any employment duties, official immunity, or other agency being exercised by the party subject:

8.4  Users and readers of our materials stipulate that their duty and allegiance to abide by this agreement is superior to their employment duties and any other agency they may claim to be exercising.   Judicial, sovereign, or official immunity are therefore subordinate to the terms of this agreement.   Readers and users of our materials agree that any and all lawsuits in which they are participants acting by or for or as witnesses for the Plaintiff shall be deemed to be filed by them personally, regardless of the party which they claim to be representing or which is named on the Complaint. For instance if a government attorney named "John Doe" quotes or uses our licensed materials in any legal proceeding in which he or she is the Plaintiff or an agent for the Plaintiff, and files the lawsuit in the name of the "United States", this agreement stipulates that the definition of "United States" or "United States of America" shall instead mean "John Doe" and John Doe stipulates that he is acting by and on his own behalf and not on the behalf of the government of the states united by and under the Constitution of the United States of America. This will ensure that the plaintiff or prosecuting attorney does not try to claim that he had no authority to bind the U.S. government to abide by this agreement. An important implication of this provision is that if John Doe prosecutes this case on paid time for the U.S. Government, then he can and will be fired and disciplined for conducting private business on company time.

[SEDM Fellowship Member Agreement, Exhibit 2, Section 1]

Therefore, the United States may not assert sovereign immunity to shield the PRIVATE activities of a party during his off-duty time.

1. It is an undisputed fact that the Cross-Plaintiff is a Member of SEDM and that he is therefore protected from lawsuits by other Members by virtue of that Membership. His signed Member application was included with the Answer, Docket #5. It was also presented at the Deposition of himself conducted by the Plaintiff on 30NOV2005. See Deposition Transcript, Docket #72, Exhibit 11. He does not need to be an officer or author of materials on SEDM in order to sue for damages under the Copyright/Software/License Agreement. On this point, it says:

If either of the following two situations happens:

1. A Member becomes involved in a lawsuit as a witness against SEDM and the Plaintiff uses licensed materials or communications of the Ministry as evidence in the proceeding.
2. A Member is prosecuted as an alleged agent or officer of SEDM for alleged injuries arising from activities or offerings of the Ministry, even if they in fact are not, and the Plaintiff or Plaintiff Counsel, who is a Member, uses licensed materials or communications of the Ministry as evidence in the case.

Then the affected Member or Members who are the Defendant or witness in the above two cases are hereby authorized to do the following on behalf of the Ministry in the context of only that proceeding:

1. To initiate a lawsuit as Plaintiff to enforce the terms of the Copyright/Software/License Agreement against the other Member or third party who initiated the lawsuit against them .
   1. They shall do so as natural persons and not acting in a representative capacity for SEDM, so as avoid the necessity of involvement by a licensed attorney (with a conflict of interest) to represent SEDM.
   2. In doing so, they shall have no authority to obligate SEDM to any liability or consequence of the suit and implicitly agree to assume all risks and consequences of the lawsuit.
   3. For the purposes of the jurisdiction of the Court and authority to act as private natural persons in their own self-defense, the Ministry agrees to convey to them an undivided portion of the equity ownership of the intellectual property covered by the Copyright/Software/User License Agreement so that they may have authority as party to this agreement to act personally rather than in a representative capacity.
2. To pay all expenses of the litigation from the proceeds of the Settlement for the litigation they initiate.
3. To keep 50% of what remains of the Settlement after all legal expenses have been paid.
4. To return the remainder of the Settlement to the Ministry.

[SEDM Fellowship Member Agreement, Exhibit 2, Section 6]

1. Cross-Plaintiff avers that at no time has the Cross-Defendant made any attempt to approach the Cross-Plaintiff consistent with said License for the purposes of pointing out anything that he thought was wrong with any of the materials prior to initiating this lawsuit. Cross-Plaintiff has a recorded phone conversation with Cross-Defendant in which he is specifically asked to describe exactly which information on any of the websites in question is wrong or illegal, and he refused in bad faith. Cross-Defendant has consistently refused in bad faith to work at an administrative level to identify wrong or illegal information that could be corrected or removed, so that this could be communicated to parties who have indicated they would be happy to correct it. This is a violation of the U.S. Supreme Court Doctrine in *Myers v. Bethlehem Shipbuilding Corp.,*  303 U.S. 41 (1938), in which the U.S. Supreme Court said that a party who seeks an injunction MUST exhaust his administrative remedies. This was described in details in Docket #72, section 4.4 starting on p. 25. Consequently, pursuant to Section 8 of said agreement, Cross-Defendants individually and severally are liable for TEN TIMES the damages indicated in Section 6, the Copyright/Software/User License Agreement.
2. The amount of the personal financial liability arising from said license agreement is itemized below:

|  |  |  |
| --- | --- | --- |
| ***#*** | ***Agreement Section #, Item #*** | ***Amount $*** |
| 1 | Section 6, Item 3 | $50,000 |
| 2 | Section 6, Item #8 | 300,000 |
| 3 | Section 6, Item 10.1 | 50% of pay as public servant for remainder of life |
| 4 | Section 6, Item 10.2 | 10,000.000 |
|  | SUBTOTAL: | 10,800,000 plus 50 % of pay as public servant for remainder of life. |
|  | Section 8 | Ten times the amount in previous line |

### CAUSE 1.4: Deprivation of Rights, First Amendment

1. Cross-Defendant and the Court have been repeatedly warned about Disclaimers, Exhibits 3 and 7, applying to all information sought to be enjoined on the following occasions, and yet continues to recklessly disregard the facts of this case by attempting to hold Cross-Plaintiff accountable for statements which identify themselves as religious and political speech that is not factual and not actionable:
   1. Answer, Docket #5, p. 18, para. B;
   2. Answer, Docket #5, Aff. Matl Facts, Section 5.5.
   3. Answer, Docket #5, Aff. Matl. Facts, p. 31, para. 4
   4. Answer, Docket #5, Exhibit 3.
   5. In the Response to the Motion to Strike Jury Demand, Docket #27, p. 12 and Section 4.
   6. Motion to Compel Response, Docket #37, p. 6, para. 9, 12; and Exhibit 1, pp. 17-18.
   7. Judicial Notice, Docket #44, pp. 26, 29 (para 9), 31 (para. 14), 35 (para. 17), 52-53 (para. 8).
2. In addition, the Cross-Defendants <<U.S. ATTY LASTNAME>> and <<IRS AGENT LASTNAME>> were warned of the applicable Disclaimers during the Deposition of the Cross-Plaintiff held by the Cross-Defendant on 30NOV2005, the Cross-Defendant was reminded fifteen times that the disclaimer protects everything on the websites in question and that the statements on the websites as well as all of his comments to others are not factual, not actionable, and strictly religious and political in nature. See Deposition Transcript for 30NOV2005, attached as Exhibit 11, pp. 63, 81, 100, 120, 145, 148, 153, 171, 173, 195, 199, 206, 207, 220.

## Against <<IRS AGENT FULL NAME>>

### Reasonable Notice to Cross-Defendant <<IRS AGENT FULL NAME>>

1. As to whether Cross-Defendant <<IRS AGENT LASTNAME>> received “reasonable notice” of the terms of said license agreement, he has repeatedly been made aware of said agreement by the following means:
   1. Repeatedly at the deposition held on 30NOV2005 of the Cross-Plaintiff by Cross-Defendant <<U.S. ATTY LASTNAME>>. Mr. <<IRS AGENT LASTNAME>> was present at that Deposition, as shown in the Deposition Transcript itself. See Deposition Transcript, Docket #72, Exhibit 11. Cross-Defendant also mentioned on Deposition Transcript, p. 62 that he has seen the Copyright/Software/License Agreement several times in the paperwork throughout this proceeding. On Deposition Transcript, p. 63, he even asked what it was about, because he was interested in it.
   2. By his own admission in the Affidavit he provided in Docket #68, Exhibit 1 where he admitted studying both the Cross-Plaintiff and the websites in question for at least four years.
   3. In the article entitled “Family Guardian Under Attack by the U.S. Government Again”, which he introduced during the 30NOV2005 deposition in the presence of Mr. <<IRS AGENT LASTNAME>>, and which he labeled as Exhibit 3. See Deposition Transcript, Docket #72, Exhibit 11, p. 138, where it was introduced.
   4. In the SEDM Articles of Mission which Cross-Defendant <<U.S. ATTY LASTNAME>> submitted as evidence during the deposition of 30NOV2005. <<IRS AGENT LASTNAME>> was present at. See Exhibit 6 contained within Deposition Transcript, Docket #72, Exhibit 11.
   5. Based on comments of the Cross-Plaintiff during the Deposition of 30NOV2005. In the Deposition Transcript, Docket #72, Exhibit 11, Cross-Defendant <<U.S. ATTY LASTNAME>> asked about the agreements and was warned that he was subject to the terms of the SEDM Member Agreement by having admitted downloading copyrighted and licensed materials off the SEDM Website. See
      1. Pages 125-126

Q. That's not the criteria for invoking the agreement, is it, incrimination, or is it?

A. "The criteria," you mean what?

Q - I mean, I'm still trying to figure out why or when you refused to answer something by reason of the agreement and from what you just said, it seems like if the answer would somehow incriminate you, you will not answer.

A. Not me, SEDM.

Q. All right.

A. If I incriminate SEDM -- I'm sure you know, because you've looked at the agreement -- it says I become the substitute defendant. And I don't want to be the substitute defendant because you are and you know it.

[Deposition Transcript, Docket #72, Exhibit 11, pp. 125-126]

* + 1. Page 214:

Q. Paragraph -- or at Deposition Exhibit 34, I will represent to you that I downloaded that

Deposition Handout, following the instructions on that SEDM mail. Now, does that look like the Deposition Handout to you?

A. Then I guess that makes you the defendant. Thank you.

Q. All right. Does --

A. You're the person that needs to answer the questions now. I'm out of this proceeding.

[Deposition Transcript, Docket #72, Exhibit 11, p. 214]

1. Based on his conduct, Cross-Defendant <<IRS AGENT LASTNAME>> also signaled that he was aware of the terms of the agreement and intended to willfully avoid or evade liability. For instance, he provided an affidavit as part of the Motion for Summary Judgment, Docket #6, Exhibit 1. In that Affidavit, he provided copyrighted and licensed materials from the Family Guardian Website. Noteworthy about these exhibits:
   1. That they were all dated in March 2005, which is BEFORE the Complaint was filed on May 11, 2005. Almost a year has transpired since then and the Cross-Plaintiff reminded the Cross-Defendant in his Judicial Notice, Docket #44, p. 49, para. 9 that:

9. The Court is respectfully requested to take Judicial Notice of the fact that it would be entirely inappropriate and prejudicial, should this case go to trial, to use anything but the very latest version of all of the Copyright/Software/User License Agreements, Member Agreements, Exhibits, and references attached to this pleading or any previous pleading, which can only be obtained by downloading directly from the websites in question 1 at the time of trial.

* 1. That they were not current, because at the point when he signed the affidavit, he had personal knowledge based on attendance at the Deposition of 30NOV2005 that he would be liable to the terms of the Family Guardian Disclaimer Agreement, Exhibit 3, and/or SEDM Fellowship Member Agreement, Exhibit 2 in the context of all materials he admitted downloading.
  2. He knew that an injunction must be based upon the latest information available and what was actually happening at the time it was issued, because things that aren’t happening can’t be enjoined. Yet, he did not provide ANY materials that had been downloaded AFTER the Complaint was filed on May 11, 2005. All of the materials provided were almost a year old.
  3. The “Tax Freedom and Litigation Page” he provided as Exhibit 1a with his affidavit of Docket #68 also did not include the latest version of that page off the Family Guardian website. The latest version included the following warning, which he was loath to make himself subject to effectively admit he had read by including the page:

“The reader is also advised that these materials should not be used or applied unless he/she meets the criteria specified in the [Disclaimer](http://famguardian.org/disclaimer.htm) page for the "Intended Audience For This Website" and consents unconditionally to abide by the Copyright/Software/User License appearing there.”

[SOURCE: <http://famguardian.org/Subjects/Taxes/taxes.htm>]

1. For excellent authorities on the requirement for “reasonable notice”, see *Specht v. Netscape Communications Corporation*, 306 F.3d 17 (2d Cir. 10/01/2002).
2. Cross-Plaintiff also emphasizes that:
   1. These agreements and licenses are the only means available to control or influence the use of the materials that are the subject of this proceeding.
   2. If the Court decides to not allow these agreements to be enforced, then it has deprived the authors of the only means available to them to control the use of the materials and to prevent them from being used for an illegal or unlawful purpose.
   3. If the Court deprives the authors or Members who are party to these agreements the right to be protected by them and enforce them, then it must in good conscience be just as willing to quit trying to hold the authors responsible for the misuse of the materials. Either:
      1. The authors and Members are given the ability to enforce the agreements upon ALL who make themselves subject AND are held accountable for the result…OR
      2. The Court deprives the authors and Members of the ability to enforce them, and thereby ensures that they are not held accountable for any consequence of reading or using them.

The Court and the Cross-Defendant can’t have it both ways. It can’t on the one hand deprive them of enforcement authority but on the other hand hold them accountable for a result that they have been deprived of any influence over.

* 1. The Court MUST provide equal protection to all who make themselves subject to said agreements. It can’t exclude the Cross-Defendant by asserting sovereign immunity without excluding ALL readers and Member simultaneously. The agreements themselves require that those who consent must waive official, judicial, and sovereign immunity. Therefore, immunity may not be asserted in this case to exempt the Cross-Defendants without depriving the Members and authors of equal protection of the law.

### CAUSE 2.1: Monetary Damages for violation of Copyright/Software/License Agreement

COUNT 1: Deposition of 30NOV2005 of Cross-Plaintiff.

1. In the Motion for Summary Judgment, Mem. In Support, Docket #68, an affidavit was attached as Exhibit 1 signed by <<IRS AGENT FULL NAME>> under penalty of perjury on Feb. 7, 2006. In this affidavit, Mr. <<IRS AGENT LASTNAME>> admits the following:

“28. On October 27, 2004, I visited [www. famguardian.org](NULL) and downloaded portions of that website. Attached hereto as Exhibit A is a copy of an excerpt of the downloaded material.

29. On October 28 and December 3, 2004, I visited [www.sedm.org](http://www.sedm.org) and downloaded portions of that website. Attached hereto as Exhibit B is a copy of an excerpt of the downloaded materials.”

[Docket #68, Exhibit 1, p. 6]

1. The SEDM Fellowship Member Agreement, Exhibit 2, identifies the ways by which a user of the website makes themselves subject to the SEDM Fellowship Member Agreement, Exhibit 2 and the Copyright/Software/User License Agreement as follows:

Comes now, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print your FULL legal birthname legibly), who desires to join the fellowship and the ministry of Sovereignty Education and Defense Ministry (SEDM).  In consideration of the valuable information offered by the Ministry, I declare my consent to abide unconditionally with this agreement by any one or more of the following means:

1. Signing this Member Agreement  and faxing or mailing it to the Ministry.

2 Downloading any of the free materials or information available on the SEDM website at [http://sedm.org](http://sedm.org/).

3.   Making a donation to the ministry.

4. Participating in the Ministry as a volunteer or agent.

5. Signing up to be part of our Member Mailing List.

[SEDM Fellowship Member Agreement, Exhibit 2, Section 1]

1. The Family Guardian Website Copyright/Software/User License Agreement, attached to Docket #72 as Exhibit #1, says the following:

“This website consists of privileged copyrighted information and computer software.  Downloading any of the information here, using it in any legal proceeding against the copyright holder,  communicating with the website administrator or copyright holder(s) constitutes unconditional consent by those engaging in such activities to abide by the mandatory Copyright and Software User License Agreement below and applying to all information appearing on this website and all forms of communications with us:”

[Family Guardian Website Disclaimer, Exhibit 3]

1. By virtue of admitting downloading licensed materials off the website in question, and by virtue of the above, Cross-Defendant <<DOJ EMPLOYEE FULL NAME>> has admitted to being a Member of SEDM, and being completely and perpetually subject to the Copyright/Software/User License Agreement on both the SEDM and the Family Guardian websites in connection with all licensed materials she obtained at either site.
2. The terms of the Copyright/Software/User License Agreement are indicated in the SEDM Fellowship Member Agreement, Exhibit 2, Section 6. Item 7.4 of the Copyright/Software/User License Agreement says that this liability is a personal liability that is superior to any employment duties, official immunity, or other agency being exercised by the party subject:

8.4  Users and readers of our materials stipulate that their duty and allegiance to abide by this agreement is superior to their employment duties and any other agency they may claim to be exercising.   Judicial, sovereign, or official immunity are therefore subordinate to the terms of this agreement.   Readers and users of our materials agree that any and all lawsuits in which they are participants acting by or for or as witnesses for the Plaintiff shall be deemed to be filed by them personally, regardless of the party which they claim to be representing or which is named on the Complaint. For instance if a government attorney named "John Doe" quotes or uses our licensed materials in any legal proceeding in which he or she is the Plaintiff or an agent for the Plaintiff, and files the lawsuit in the name of the "United States", this agreement stipulates that the definition of "United States" or "United States of America" shall instead mean "John Doe" and John Doe stipulates that he is acting by and on his own behalf and not on the behalf of the government of the states united by and under the Constitution of the United States of America. This will ensure that the plaintiff or prosecuting attorney does not try to claim that he had no authority to bind the U.S. government to abide by this agreement. An important implication of this provision is that if John Doe prosecutes this case on paid time for the U.S. Government, then he can and will be fired and disciplined for conducting private business on company time.

[SEDM Fellowship Member Agreement, Exhibit 2, Section 1]

Therefore, the United States may not assert sovereign immunity to shield the PRIVATE activities of a party during his off-duty time.

1. Cross-Plaintiff avers that at no time has the Cross-Defendant made any attempt to approach the Cross-Plaintiff consistent with said License for the purposes of pointing out anything that he thought was wrong with any of the materials prior to initiating this lawsuit. Consequently, pursuant to Section 8 of said agreement, he is liable for TEN TIMES the damages indicated in Section 6, the Copyright/Software/User License Agreement.
2. The amount of the personal financial liability arising from said license agreement is itemized below:

|  |  |  |
| --- | --- | --- |
| ***#*** | ***Agreement Section #, Item #*** | ***Amount $*** |
| 1 | Section 6, Item 3 | $50,000 |
| 2 | Section 6, Item #8 | 300,000 |
| 3 | Section 6, Item 10.1 | 50% of pay as public servant for remainder of life |
| 4 | Section 6, Item 10.2 | 10,000.000 |
|  | SUBTOTAL: | 10,800,000 plus 50 % of pay as public servant for remainder of life. |
|  | Section 8 | Ten times the amount in previous line |

### CAUSE 2.2: Substitution as Defendant under Terms of License Agreement

1. It is an undisputed fact that the Cross-Defendant as a private individual and not as a government official or agent, is subject unconditionally to the SEDM Fellowship Member Agreement, Exhibit 2. This is covered in Cause 2.1 in the previous section.
2. One of the terms of these agreements is that whoever initiates a lawsuit against any Member, author, or user of the websites in question agrees to substitute himself/herself as the adjudged party. See Item #4. Under the terms of that license agreement, the Cross-Plaintiff is not the proper party of the Complaint filed by Cross-Defendant <<U.S. ATTY LASTNAME>>. <<U.S. ATTY FULL NAME>>, along with <<IRS AGENT FULL NAME>> and <<DOJ EMPLOYEE FULL NAME>>, have become the Substitute Defendant’s in this action and the Cross-Plaintiff is exonerated.
3. The SEDM Fellowship Member Agreement, Exhibit 2, establishes that the purposes of the Copyright/Software License Agreement are in no way illegal. Its purpose is to protect exclusively religious and political speech that identifies itself in the Disclaimer Statements, Exhibits 3 and 7, as not factual and not actionable. See Docket #72, Exhibits 1 and 2. Cross-Plaintiff has not disputed any of the Undisputed Facts in the Affidavit of Material Facts attached to the Answer, Docket #5 or in the Opposition to the Motion for Summary Judgment, Docket #71 and 72, and therefore agrees with the Cross-Plaintiff pursuant to Fed.Rule.Civ.Proc. 8(d) to all the facts stated herein. Cross-Defendant’s efforts to pursue a Summary Judgment add even more weight to the facts stated in the Answer, Docket #5, Affidavit of Material Facts. Therefore, Cross-Plaintiff requests that <<IRS AGENT FULL NAME>> be substituted as one of the several Proper Defendant in this case, hereinafter to be called the Substitute Defendant.

## Against <<DOJ EMPLOYEE FULL NAME>>

### Reasonable Notice to Cross-Defendant <<DOJ EMPLOYEE FULL NAME>>

1. As to whether Cross-Defendant <<DOJ EMPLOYEE FULL NAME>> received “reasonable notice” of the terms of said license agreement, she has repeatedly been made aware of said agreement and explicitly agreed to its terms by the following means:
   1. By the SEDM Ministry Bookstore Checkout Screen, Exhibit 5 which is the only way Henline could have obtained the materials she admitted obtaining in the affidavit she submitted as part of Docket #68, Exhibits 2f through 2m. The SEDM , which forbids *anyone* from making any kind of donation to the SEDM Church through the website without unconditionally and completely agreeing to and complying with the SEDM Fellowship Member Agreement, Exhibit 2 attached. A copy of this checkout screen was attached to the Judicial Notice, Docket #44 as Exhibit 7 submitted by the Cross-Plaintiff. It is also provided as Exhibit 5.
   2. In the Order Confirmation email she received after obtaining the items she included with her affidavit. That email contains a download link for the items obtained and says that she MUST comply with the SEDM Fellowship Member Agreement and gives a link to the agreement.
2. Cross-Plaintiff also certifies under penalty of perjury that the WARNING message contained in Exhibit 5 has appeared in the SEDM Store Checkout Screen from the beginning and was in effect at the time that Ms. Henline admitted downloading the materials in her Affidavit, attached to Docket #68, Exhibit 1.
3. Based on her conduct, Cross-Defendant <<DOJ EMPLOYEE LASTNAME>> also signaled that he was aware of the terms of the agreement and intended to willfully avoid or evade liability. For instance, she provided an affidavit as part of the Motion for Summary Judgment, Docket #6, Exhibit 2. In that Affidavit, she provided copyrighted and licensed materials from the SEDM and Family Guardian Websites. Noteworthy about these Exhibits:
   1. That they were all dated in March 2005, which is BEFORE the Complaint was filed on May 11, 2005. Almost a year has transpired since then and the Cross-Plaintiff reminded the Cross-Defendant in his Judicial Notice, Docket #44, p. 49, para. 9 that:

9. The Court is respectfully requested to take Judicial Notice of the fact that it would be entirely inappropriate and prejudicial, should this case go to trial, to use anything but the very latest version of all of the Copyright/Software/User License Agreements, Member Agreements, Exhibits, and references attached to this pleading or any previous pleading, which can only be obtained by downloading directly from the websites in question 1 at the time of trial.

* 1. Is that they were not current, and therefore irrelevant and prejudicial. At the time these exhibits were provided, she likely had personal knowledge, conveyed by Cross-Defendant <<U.S. ATTY LASTNAME>> himself, that she would be liable to the terms of the Family Guardian Disclaimer Agreement, Exhibit 3 and/or SEDM Fellowship Member Agreement, Exhibit 2 in the context of all materials she admitted downloading.
  2. She knew or should have known that an injunction must be based upon the latest information available and what was actually happening at the time it was issued, because things that aren’t happening can’t be enjoined. Yet, he did not provide ANY materials that had been downloaded AFTER the Complaint was filed on May 11, 2005. All of the materials provided were almost a year old.

1. For excellent authorities on the requirement for “reasonable notice”, see *Specht v. Netscape Communications Corporation*, 306 F.3d 17 (2d Cir. 10/01/2002).
2. Cross-Plaintiff also emphasizes that:
   1. These agreements and licenses are the only means available to control or influence the use of the materials that are the subject of this proceeding.
   2. If the Court decides to not allow these agreements to be enforced, then it has deprived the authors of the only means available to them to control the use of the materials and to prevent them from being used for an illegal or unlawful purpose.
   3. If the Court deprives the authors or Members who are party to these agreements the right to be protected by them and enforce them, then it must in good conscience be just as willing to quit trying to hold the authors responsible for the misuse of the materials. Either:
      1. The authors and Members are given the ability to enforce the agreements upon ALL who make themselves subject AND are held accountable for the result…OR
      2. The Court deprives the authors and Members of the ability to enforce them, and thereby ensures that they are not held accountable for any consequence of reading or using them.

The Court and the Cross-Defendant can’t have it both ways. It can’t on the one hand deprive them of enforcement authority but on the other hand hold them accountable for a result that they have been deprived of any influence over.

* 1. The Court MUST provide equal protection to all who make themselves subject to said agreements. It can’t exclude the Cross-Defendant by asserting sovereign immunity without excluding ALL readers and Member simultaneously. The agreements themselves require that those who consent must waive official, judicial, and sovereign immunity. Therefore, immunity may not be asserted in this case to exempt the Cross-Defendants without depriving the Members and authors of equal protection of the law.

### CAUSE 3.1: Monetary Damages for violation of Copyright/Software/License Agreement

COUNT 1: Deposition of 30NOV2005 of Cross-Plaintiff.

1. In the Motion for Summary Judgment, Mem. In Support, Docket #68, an affidavit was attached as Exhibit 1 signed by <<DOJ EMPLOYEE FULL NAME>> under penalty of perjury on Feb. 7, 2006. In this affidavit, Mr. <<IRS AGENT LASTNAME>> admits the following:

2. On March 10 and 16, 2005, I visited the website [www.famguardian.org](http://www.famguardian.org) and downloaded portions of that website. Excerpts of that website on those dates are attached hereto as Exhibit A.

3. On March 21, 2005, I visited [www.famguardian.org](http://www.famguardian.org) and downloaded a document entitled ‘Federal and State Tax Withholding Options for Private Employer.’ Portions of that document are attached hereto as Exhibit B.

4. On various dates during March and April 2005 I visited www. Famguardian.org and downloaded a document entitled ‘The Great IRS Hoax.’ Attached as Exhibit D is a printed copy of various pages of that document. The entire document is in excess of 1,500 pages.

5. On March 9, 2005, I purchased the following documents at the prices shown below using a government-issued credit card:

a. “Tax Freedom Solutions Manual”--$40.57. (Copy of excerpts attached as Exhibit C. The entire Manual is approximately 8” thick when printed on 8’x11’ paper.

b. “Tax Audit Defense Manual”--$25.97. (Copy attached as Exhibit E.)

c. IRS response letter “IRS Form 4549”--$52.74. 9Copy attached as Exhibit G.)

d IRS response letter “LTR2050”--$42.74. (Copy attached as Exhibit G.)

e. IRS response letter “LTR2566”--$52.74. (Copy attached as Exhibit H.)

f. IRS response letter “LTR 2775”--$52.74. (Copy attached as Exhibit I.)

g. IRS response letter “LTR 2801”--$52.74. (Copy attached as Exhibit J).

h. IRS response letter “LTR 2810”--$52.74. (Copy attached as Exhibit K.)

i. IRS response letter “LTR 729”--$52.74. (Copy attached as Exhibit L.)

[Docket #68, Exhibit 2, pp. 1-1]

1. The SEDM Fellowship Member Agreement, also attached to the Opposition to the Motion for Summary Judgment as Exhibit 4, identifies the ways by which a user of the website makes themselves subject to the SEDM Fellowship Member Agreement, Exhibit 2 and the Copyright/Software/User License Agreement as follows:

Comes now, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print your FULL legal birthname legibly), who desires to join the fellowship and the ministry of Sovereignty Education and Defense Ministry (SEDM).  In consideration of the valuable information offered by the Ministry, I declare my consent to abide unconditionally with this agreement by any one or more of the following means:

1. Signing this Member Agreement  and faxing or mailing it to the Ministry.

2 Downloading any of the free materials or information available on the SEDM website at [http://sedm.org](http://sedm.org/).

3.   Making a donation to the ministry.

4. Participating in the Ministry as a volunteer or agent.

5. Signing up to be part of our Member Mailing List.

[SEDM Fellowship Member Agreement, Exhibit 2, Section 1]

1. The Family Guardian Website Copyright/Software/User License Agreement, attached to Docket #72, as Exhibit #1, says the following:

“This website consists of privileged copyrighted information and computer software.  Downloading any of the information here, using it in any legal proceeding against the copyright holder,  communicating with the website administrator or copyright holder(s) constitutes unconditional consent by those engaging in such activities to abide by the mandatory Copyright and Software User License Agreement below and applying to all information appearing on this website and all forms of communications with us:”

[Family Guardian Website Disclaimer, Exhibit 3, Section 5]

1. By virtue of admitting downloading licensed materials off the website in question, and by virtue of the above, Cross-Defendant <<DOJ EMPLOYEE FULL NAME>> has admitted to being a Member of SEDM, and being completely and perpetually subject to the Copyright/Software/User License Agreement on both the SEDM and the Family Guardian websites in connection with all licensed materials she obtained at either site.
2. The terms of the Copyright/Software/User License Agreement, Exhibits 3 and 7, are indicated in the SEDM Fellowship Member Agreement, Exhibit 2, Section 6. Item 8.4 of the Copyright/Software/User License Agreement says that this liability is a personal liability that is superior to any employment duties, official immunity, or other agency being exercised by the party subject:

8.4  Users and readers of our materials stipulate that their duty and allegiance to abide by this agreement is superior to their employment duties and any other agency they may claim to be exercising.   Judicial, sovereign, or official immunity are therefore subordinate to the terms of this agreement.   Readers and users of our materials agree that any and all lawsuits in which they are participants acting by or for or as witnesses for the Plaintiff shall be deemed to be filed by them personally, regardless of the party which they claim to be representing or which is named on the Complaint. For instance if a government attorney named "John Doe" quotes or uses our licensed materials in any legal proceeding in which he or she is the Plaintiff or an agent for the Plaintiff, and files the lawsuit in the name of the "United States", this agreement stipulates that the definition of "United States" or "United States of America" shall instead mean "John Doe" and John Doe stipulates that he is acting by and on his own behalf and not on the behalf of the government of the states united by and under the Constitution of the United States of America. This will ensure that the plaintiff or prosecuting attorney does not try to claim that he had no authority to bind the U.S. government to abide by this agreement. An important implication of this provision is that if John Doe prosecutes this case on paid time for the U.S. Government, then he can and will be fired and disciplined for conducting private business on company time.

[SEDM Fellowship Member Agreement, Exhibit 2, Section 1]

Therefore, the United States may not assert sovereign immunity to shield the PRIVATE activities of a party during his off-duty time.

1. Cross-Plaintiff avers that at no time has the Cross-Defendant made any attempt to approach the Cross-Plaintiff consistent with said License for the purposes of pointing out anything that he thought was wrong with any of the materials prior to initiating this lawsuit. Consequently, pursuant to Section 8 of said agreement, he is liable for TEN TIMES the damages indicated in Section 6, the Copyright/Software/User License Agreement.
2. The amount of the personal financial liability arising from said license agreement is itemized below:

|  |  |  |
| --- | --- | --- |
| ***#*** | ***Agreement Section #, Item #*** | ***Amount $*** |
| 1 | Section 6, Item 3 | $50,000 |
| 2 | Section 6, Item #8 | 300,000 |
| 3 | Section 6, Item 10.1 | 50% of pay as public servant for remainder of life |
| 4 | Section 6, Item 10.2 | 10,000.000 |
|  | SUBTOTAL: | 10,800,000 plus 50 % of pay as public servant for remainder of life. |
|  | Section 8 | Ten times the amount in previous line |

### CAUSE 3.2: Substitution as Defendant under Terms of License Agreement

1. It is an undisputed fact that the Cross-Defendant as a private individual and not as a government official or agent, is subject unconditionally to the SEDM Fellowship Member Agreement, Exhibit 2. This is covered in Cause 3.1 in the previous section.
2. One of the terms of these agreements is that whoever initiates a lawsuit against any Member, author, or user of the websites in question agrees to substitute himself/herself as the adjudged party. See Item #4. Under the terms of that license agreement, the Cross-Plaintiff is not the proper party of the Complaint filed by Cross-Defendant Mr. <<U.S. ATTY LASTNAME>>. <<U.S. ATTY FULL NAME>>, along with <<IRS AGENT FULL NAME>> and <<DOJ EMPLOYEE FULL NAME>>, have become the Substitute Defendant’s in this action and the Alleged Defendant is exonerated.
3. The SEDM Fellowship Member Agreement, Exhibit 2, establishes that the purposes of the Copyright/Software License Agreement are in no way illegal. Its purpose is to protect exclusively religious and political speech that identifies itself in the Disclaimer Statements, Exhibits 3 and 7, as not factual and not actionable. Cross-Plaintiff has not disputed any of the Undisputed Facts in the Affidavit of Material Facts attached to the Answer, Docket #5 or in the Opposition to the Motion for Summary Judgment, Docket #71 and 72, and therefore agrees with the Cross-Plaintiff pursuant to Fed.Rule.Civ.Proc. 8(d) to all the facts stated herein. Cross-Defendant’s efforts to pursue a Summary Judgment add even more weight to the facts stated in the Answer, Docket #5, Affidavit of Material Facts. Therefore, Cross-Plaintiff requests that <<DOJ EMPLOYEE FULL NAME>> be substituted as one of the several Proper Defendants in this case, hereinafter to be called the Substitute Defendant.

## Facts Relating to Cross Complainant

The complete and thorough explanation of standing is provided here to prevent any possibility of incorrect presumption and leave absolutely nothing to doubt relating to this proceeding. This will prevent this case from becoming a propaganda vehicle to be wrongfully used to scare “nontaxpayers” everywhere into volunteering to pay money to the government that they are not liable to pay under any enacted positive law:

1. Diversity of Citizenship:
   1. It is an undisputed fact that Alleged Defendant is a “stateless person”, because he does not maintain a domicile within any “State” identified in 28 U.S.C. §1332(d), all of which are territories and exclude states of the Union.

[TITLE 28](http://www4.law.cornell.edu/uscode/html/uscode28/usc_sup_01_28.html) > [PART IV](http://www4.law.cornell.edu/uscode/html/uscode28/usc_sup_01_28_10_IV.html) > [CHAPTER 85](http://www4.law.cornell.edu/uscode/html/uscode28/usc_sup_01_28_10_IV_20_85.html) > § 1332

[§ 1332. Diversity of citizenship; amount in contro­versy; costs](http://www4.law.cornell.edu/uscode/html/uscode28/usc_sec_28_00001332----000-.html)

(d) The word “States”, as used in this section, includes the Territories, the District of Columbia, and the Commonwealth of Puerto Rico.

* 1. It is an undisputed fact that a “stateless person” such as the Alleged Defendant cannot be party to a statutory diversity of citizenship case as described in the above statute.

Petitioner Newman-Green, Inc., an Illinois corporation, brought this state law contract action in District Court against a Venezuelan corporation, four Venezuelan citizens, and **William L. Bettison, a United States citizen domiciled in Caracas, Venezuela**. Newman-Green's complaint alleged that the Venezuelan corporation had breached a licensing agreement, and that the individual defendants, joint and several guarantors of royalty payments due under the agreement, owed money to Newman-Green. Several years of discovery and pretrial motions followed. The District Court ultimately granted partial summary judgment for the guarantors and partial summary judgment for Newman-Green. 590 F.Supp. 1083 (ND Ill.1984). Only Newman-Green appealed.

At oral argument before a panel of the Seventh Circuit Court of Appeals, Judge Easterbrook inquired as to the statutory basis for diversity jurisdiction, an issue which had not been previously raised either by counsel or by the District Court Judge. In its complaint, Newman-Green had invoked 28 U.S.C. § 1332(a)(3), which confers jurisdiction in the District Court when a citizen of one State sues both aliens and citizens of a State (or States) different from the plaintiff's. **In order to be a citizen of a State within the meaning of the diversity statute, a natural person must both be a citizen of the United States and be domiciled within the State. See Robertson v. Cease, 97 U.S. 646, 648-649 (1878); Brown v. Keene, 8 Pet. 112, 115 (1834). The problem in this case is that Bettison, although a United States citizen, has no domicile in any State. He is therefore "stateless" for purposes of § 1332(a)(3). Subsection 1332(a)(2), which confers jurisdiction in the District Court when a citizen of a State sues aliens only, also could not be satisfied because Bettison is a United States citizen. [490 U.S. 829]**

When a plaintiff sues more than one defendant in a diversity action, the plaintiff must meet the requirements of the diversity statute for each defendant or face dismissal. Strawbridge v. Curtiss, 3 Cranch 267 (1806).{1} Here, Bettison's "stateless" status destroyed complete diversity under § 1332(a)(3), and his United States citizenship destroyed complete diversity under § 1332(a)(2). Instead of dismissing the case, however, the Court of Appeals panel granted Newman-Green's motion, which it had invited, to amend the complaint to drop Bettison as a party, thereby producing complete diversity under § 1332(a)(2). 832 F.2d 417 (1987). The panel, in an opinion by Judge Easterbrook, relied both on 28 U.S.C. § 1653 and on Rule 21 of the Federal Rules of Civil Procedure as sources of its authority to grant this motion. The panel noted that, because the guarantors are jointly and severally liable, Bettison is not an indispensable party, and dismissing him would not prejudice the remaining guarantors. 832 F.2d at 420, citing Fed.Rule Civ.Proc. 19(b). The panel then proceeded to the merits of the case, ruling in Newman-Green's favor in large part, but remanding to allow the District Court to quantify damages and to resolve certain minor issues.{2}

[[Newman-Green v. Alfonso Larrain, 490 U.S. 826 (1989)](http://caselaw.lp.findlaw.com/scripts/getcase.pl?navby=case&court=us&vol=490&page=826)]

* 1. It is an undisputed fact that the word “State” as used in Article III, Section 2 of the United States Constitution is a state of the Union that does not satisfy and is mutually exclusive to the “State” defined in 28 U.S.C. §1332(d) above.

United States Constitution

Article III, Section 2

The judicial Power shall extend to all Cases, in Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, or which shall be made, under their Authority;--to all Cases affecting Ambassadors, other public ministers and Consuls;--to all Cases of admiralty and maritime Jurisdiction;--to Controversies to which the United States shall be a Party;--to Controversies between two or more States;--between a State and Citizens of another State;--between Citizens of different States;--between Citizens of the same State claiming Lands under Grants of different States, and between a State, or the Citizens thereof, and foreign States, Citizens or Subjects.

* 1. It is an undisputed fact that invoking 28 U.S.C. §1332(d) does NOT invoke diversity of citizenship pursuant to Constitution Article III, Section 2, because there are TWO types of diversity of citizenship: Constitutional and statutory, which are mutually exclusive. This arises out of the different definitions for “State” in the two contexts:

CHAPTER 4 - THE STATES

[Sec. 110. Same](http://www4.law.cornell.edu/uscode/4/110.html); definitions  
**(d) The term ''State'' includes any** [**Territory**](http://famguardian.org/TaxFreedom/CitesByTopic/territory.htm) **or possession of the United States.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[26 U.S.C. § 7701(a)(10)](http://www4.law.cornell.edu/uscode/26/7701.html): State

The term ''State'' shall be construed to include the District of Columbia, where such construction is necessary to carry out provisions of this title.

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(d) the word "States", as used in this section [Title 28 §1332 as amended in 1958] includes the [Territories](http://www4.law.cornell.edu/uscode/48/), the District of Columbia, and the Commonwealth of Puerto Rico.

It is to be noted that the statute differentiates between **S**tates of the [United States](http://famguardian.org/TaxFreedom/CitesByTopic/UnitedStates.htm) and [foreign states](http://famguardian.org/TaxFreedom/CitesByTopic/ForeignState.htm) by the use of the **capital S** for the word when applied to a State of the United States."

**[**[**Eisenberg v. Commercial Union Assurance Company, 189 F.Supp. 500 (1960)**](http://famguardian.org/TaxFreedom/Evidence/Jurisdiction/EisenbergVCommUnionAssCo.pdf)**]**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

In the Constitution, the term 'State' most frequently expresses the combined idea just noticed, of people, territory, and government. A State, in the ordinary sense of the Constitution, is a political community of free citizens, occupying a territory of defined boundaries, organized under a government sanctioned and limited by a written constitution, and established by the consent of the governed. It is the union of such States under a common constitution which forms the distinct and greater political unit which that constitution designates as the United States, and makes of the people and States which compose it one people and one country.' Texas v. White, 7 Wall. 720, 721.

[[**U.S. v. Reese, 92 U.S. 214 (1875)**](http://caselaw.lp.findlaw.com/scripts/getcase.pl?navby=search&court=US&case=/us/92/214.html)**]**

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After an exhaustive review of the prior decisions of this court relating to the matter, the following propositions, among others, were stated as being established:

'1. That the District of Columbia and the territories are **not states** within the judicial clause of the Constitution giving jurisdiction in cases between citizens of different states;

[O’Donoghue v. United States, [289 U.S. 516](http://caselaw.lp.findlaw.com/scripts/getcase.pl?court=us&vol=289&invol=516) (1933)]

* 1. It is an undisputed fact that federal district and circuit courts are Article IV, territorial, legislative courts that are incapable of exercising Article III judicial powers and which are not in the Judicial Branch described in Article III of the United States Constitution. Consequently, they are not empowered to hear constitutional diversity of citizenship cases, but only statutory diversity of citizenship. See the following for over 5,900 pages of evidence supporting this fact:

*What Happened to Justice?: Why You Can’t Get Justice in Federal Court and What to Do About It*

<http://sedm.org/ItemInfo/Ebooks/WhatHappJustice/WhatHappJustice.htm>

* 1. It is an undisputed fact that the Alleged Defendant is filing this motion under constitutional and not statutory diversity of citzenship, pursuant to Constitution Article III, Section 2 and NOT pursuant to 28 U.S.C. §1332(a).

1. Domicile:
   1. It is an undisputed fact that the Alleged Defendant is domiciled in Heaven and *without* the “State of”[[1]](#footnote-1) California on land that is not ceded to the federal government as required by 40 U.S.C. §255 and its successors, 40 U.S.C. §§3111, 3112.
   2. It is an undisputed fact that the Alleged Defendant is not a “resident” of the “United States”, because the only definition of “resident” within the Internal Revenue Code found at 26 U.S.C. §7701(b)(1)(A) means “resident alien”, or “alien” and because “United States” in that context means the *federal* “United States”/federal zone.
   3. It is an undisputed fact that the Alleged Defendant is a “transient foreigner” with respect to every earthly jurisdiction.

"**Transient foreigner**.  One who visits the country, without the intention of remaining."  [Black's Law Dictionary, Sixth Edition,, p. 1498]

1. Citizenship:

It is an undisputed fact that the following table accurately describes the relationship of one’s citizenship status under Title 8 of the U.S. Code to their tax status under Title 26 of the U.S. Code:

Table ‑: “Citizenship status” vs. “Income tax status”

| *Citizenship status* | *Where born* | *Defined in* | *Tax Status under 26 U.S.C./Internal Revenue Code* | | |
| --- | --- | --- | --- | --- | --- |
| *“Citizen” (defined in 26 CFR 1.1-1)* | *“Nonresident alien” (defined in 26 U.S.C. §7701(b)(1)(B))* | *“Alien/Resident” (defined in 26 CFR §1.1441-1(c )(3)(i) and 26 CFR §1.1-1(a)(2)(ii))* |
| “U.S. citizen” | District of Columbia, Puerto Rico, Guam, Virgin Islands | 8 U.S.C. §1401 | Yes  (only pay income tax abroad with IRS Forms 1040/2555. See Cook v. Tait, 265 U.S. 47 (1924)) | No | No |
| “U.S. national[[2]](#footnote-2)” | American Samoa; Swain’s Island; or abroad to U.S. national parents under 8 U.S.C. §1408(2) | 8 U.S.C. §1408  8 U.S.C. §1452 | No  (see 26 U.S.C. §7701(b)(1)(B)) | Yes (see IRS form 1040NR for proof) | No |
| “national” or “state national” | State of the Union | 8 U.S.C. §1101  8 U.S.C. §1452Fourteenth Amendment, Section 1 | No | Yes | No |
| “Foreign national” | Foreign country | None | No | Yes  (if living outside the federal United States/federal zone) | Yes |

1. It is an undisputed fact that the Alleged Defendant was born in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_(State) Republic (a state of the Union) on \_\_\_\_\_\_\_\_\_\_\_\_(Date) in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(City), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(State) on land that was *not* ceded to the federal government nor under federal jurisdiction described in Article 1, Section 8, Clause 17 of the United States Constitution. See Exhibit 5 for copy of original Birth Certificate.
   1. It is an undisputed fact that the Alleged Defendant is a “non-citizen national” or its equivalent under 8 U.S.C. §1101(a)(21) or 8 U.S.C. §1101(a)(22)(B) and 8 U.S.C. §1452 because he was born outside the federal “United States” described in 8 U.S.C. §1101(a)(38) and temporarily occupied the federal zone at one time or another while serving in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(military branch) for \_\_\_\_ years. Note that the term “continental United States” in the context of the definition of “United States” under 8 U.S.C. §1101(a)(38) is defined in 8 CFR §215.1 and 8 U.S.C. §1101(a)(36) to mean Puerto Rico, Guam, the Virgin Islands, and the District of Columbia collectively, which are all the only “States” under federal law. See *Great IRS Hoax*, Exhibit (2), Sections 4.11 through 4.11.13, for a complete body of evidence supporting all conclusions.

8 CFR §215.1: Definitions

[Section 215.1: Definitions](http://frwebgate5.access.gpo.gov/cgi-bin/waisgate.cgi?WAISdocID=6518394637+64+0+0&WAISaction=retrieve)

(f) The term continental United States means the District of Columbia and the several [**States**](http://famguardian.org/TaxFreedom/CitesByTopic/State.htm), except Alaska and Hawaii.

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[8 U.S.C. Sec. 1101(a)(36)](http://www4.law.cornell.edu/uscode/8/1101.html): State [Aliens and Nationality]

The term ''State'' includes the District of Columbia, Puerto Rico, Guam, and the Virgin Islands of the United States.

* 1. It is an undisputed fact that the Alleged Defendant is *constitutional* “citizen of the United States” under Section 1 of the Fourteenth Amendment, where “United States” in that context means the collective states of the Union and *excludes* territories and possessions of the United States and the District of Columbia.

“**It is impossible** to construe the words 'subject to the jurisdiction thereof,' in the opening sentence [of the Fourteenth Amendment], as less comprehensive than the words 'within its jurisdiction,' in the concluding sentence of the same section; or **to hold that persons 'within the jurisdiction' of one of the states of the Union are not 'subject to the [political] jurisdiction of the United States.**’”

[U.S. v. Wong Kim Ark, 169 U.S. 649 (1898)]

* 1. It is an undisputed fact that the Alleged Defendant is subject to “the jurisdiction” as indicated above in the Fourteenth Amendment, which means *only* the *political* jurisdiction according to the U.S. Supreme Court.
  2. It is an undisputed fact that the “Political jurisdiction” encompasses *only* voting and jury service and does not include federal legislative jurisdiction, or the supreme Court would have used that term instead:

“For convenience it has been found necessary to give a name to this membership. The object is to designate by a title the person and the relation he bears to the nation. For this purpose the words 'subject,' 'inhabitant,' and 'citizen' have been used, and the choice between them is sometimes made to depend upon the form of the government. **Citizen is now more commonly employed, however, and as it has been considered better suited to the description of one living under a republican government, it was adopted by nearly all of the States upon their separation from Great Britain, and was afterwards adopted in the Articles of Confederation and in the Constitution of the United States. When used in this sense it is understood as conveying the idea of membership of a nation, and nothing more.**” [Minor v. Happersett, 88 U.S. 162 (1874)]

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**American Jurisprudence 2d, Aliens and** Citizens**, Section 1411: What is “citizenship” for purposes of Fourteenth Amendment**

**The word "citizen" as used in the Fourteenth Amendment is used in a political [not legislative] sense** to designate one who has the rights and privileges of a citizen of a state or of the United States and does not mean the same thing as a resident, inhabitant, or person [or domiciliary of the “United States” under federal law]. 88 [Am.Jur.2d, Aliens and Citizens, §1411]

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“This section [Section 1 of the Fourteenth Amendment] contemplates two sources of citizenship, and two sources only,-birth and naturalization. The persons declared to be citizens are 'all persons born or naturalized in the United States, and **subject to the jurisdiction thereof.**' The evident meaning of these last words is, not merely subject in some respect or degree to the jurisdiction of the United States, but completely subject to their **political [but not legislative] jurisdiction**, and owing them direct and immediate allegiance. And the words relate to the time of birth in the one case, as they do [169 U.S. 649, 725] to the time of naturalization in the other. Persons not thus subject to the jurisdiction of the United States at the time of birth cannot become so afterwards, except by being naturalized, either individually, as by proceedings under the naturalization acts, or collectively, as by the force of a treaty by which foreign territory is acquired.” [U.S. v. Wong Kim Ark, [169 U.S. 649](http://www.usscplus.com/online/index.asp?case=1690649), 18 S.Ct. 456; 42 L.Ed. 890 (1898)]

* 1. It is an undisputed fact that the Alleged Defendant is a “national of the United States” under the *Law of Nations*, section §212, where “United States” in this case has the meaning in the Constitution and *not* most federal statutes. See <http://famguardian.org/Publications/LawOfNations/vattel.htm> (Exhibit 13) and Article 1, Section 8, Clause 10 of the United States Constitution.
  2. It is an undisputed fact that the Alleged Defendant owes allegiance to the confederation of states united by and under the Constitution of the united States of America and not to the governments who run those states. It is an undisputed fact that the People in the states of the Union are the sovereigns to whom I claim allegiance. It is an undisputed fact that the Alleged Defendant *does not* claim allegiance to the present de facto government that is *not* serving these sovereigns the way the Constitution ordains and directs. Therefore, he is a “national” but not a “citizen” of the collective states of the Union under 8 U.S.C. §1101(a)(21) and under all federal legislation.
  3. It is an undisputed fact that the Alleged Defendant is *not* a privileged “citizen of the United States” under 8 U.S.C. §1401 or 26 CFR §1.1-1(c ), where “United States” in that context is limited only to the territories of the United States and the District of Columbia. Please rebut the following :   
     [http://famguardian.org/TaxFreedom/Forms/Discovery/Deposition/Section 14.htm](http://famguardian.org/TaxFreedom/Forms/Discovery/Deposition/Section%2014.htm) (Exhibit 13)  
     if you disagree.
  4. It is an undisputed fact that the Alleged Defendant’s sincerely held religious convictions do *not* allow him to be a privileged statutory “citizen” under the Internal Revenue Code or any federal statute such as 8 U.S.C. §1408. This is a result of the fact that he cannot serve anyone but God and accepting government privileges puts him into involuntary servitude to the government. That also explains why his domicile can only be Heaven. It is an undisputed fact that the Alleged Defendant can *only* be a constitutional but not statutory “citizen” and a “national” under federal legislation or “Acts of Congress” and that he is not allowed to be “privileged”, because his King and Lawgiver is God, and cannot be any earthly man or judge or lawyer or politician.

“For the Lord is our Judge, the Lord is our Lawgiver, The Lord is our King; He will save us.” [Isaiah 33:22, Bible, NKJV]

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"**Do not love the world or the things in the world. If anyone loves [is a citizen of] the world, the love of the Father is not in Him.**  For all that is in the world--the lust of the flesh, the lust of the eyes, and the pride of life--is not of the Father but is of the world. And the world is passing away, and the lust of it; but he who does the will of God abides forever." [[1 John 2:15-17](http://www.biblegateway.com/cgi-bin/bible?language=english&passage=1+John+2%3A15-17&version=NKJV), Bible, NKJV]

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"Adulterers and adulteresses! **Do you now know that friendship [and "citizenship"] with the world is enmity with God? Whoever therefore wants to be a friend [citizen] of the world makes himself an enemy of God.**" [[James 4:4](http://www.biblegateway.com/cgi-bin/bible?language=english&passage=james+4%3A4&version=NKJV), Bible, NKJV]

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“Then all the elders of Israel gathered together and came to Samuel at Ramah, and said to him, ‘Look, you are old, and your sons do not walk in your ways. **Now make us a king to judge us like all the nations** [and be OVER them]’.

“But the thing displeased Samuel when they said, ‘**Give us a king to judge us.’** So Samuel prayed to the Lord. **And the Lord said to Samuel, ‘Heed the voice of the people in all that they say to you; for they have rejected Me, that I should not reign over them.** According to all the works which they have done since the day that I brought them up out of Egypt, even to this day—**with which they have forsaken Me and served other gods—so they are doing to you also** [government becoming idolatry].” [1 Sam. 8:4-8, Bible, NKJV]

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“And when you saw that Nahash king of the Ammonites came against you, you said to me, ‘**No, but a king shall reign over us,’ when the Lord your God was your king**.

…..

And all the people said to Samuel, “Pray for your servants to the Lord your God, that we may not die; for **we have added to all our sins the evil of asking a king for ourselves**.” [1 Sam. 12:12, 19, Bible, NKJV]

The act of compelling me to assume the lowly status of a privileged statutory “citizen” under 8 U.S.C. §1401 is an injury to my First Amendment rights and my religious convictions.

* 1. It is an undisputed fact that the Alleged Defendant does not “reside” permanently anywhere on earth, and *intends* to reside *only* in Heaven.

“’Citizenship’ and ‘residence,’ as has often been declared by the courts, are not convertible terms. Parker v. Overman 18 How. 141; Robertson v. Cease, 97 U.S. 648; Grace v. American Cent. Ins. Co., 109 U.S. 283; S.C. 3 Sup.Ct. Rep. 207; Prentiss v. Barton, 1 Brock. 389. **Citizenship is a status or condition, and is the result of both act and intent. An adult person cannot become a citizen of a state by simply intending to, nor does any one become such citizen by mere residence. The residence and the intent must co-exist and correspond; and though, under ordinary circumstances, the former may be sufficient evidence of the latter, it is not conclusive, and the contrary may always be shown; and when the question of citizenship turns on the intention with which a person has resided in a particular state, his own testimony, under ordinary circumstances, is entitled to great weight on the point.”** [Sharon v. Hill, 26 F.337 (1885), Emphasis added]

Since “citizenship” is a product of both domicile *and* intent, and since there is not now and never has been any *intent* to be anything *other* than a permanent citizen of Heaven, then any other citizenship status attributed to me would be incorrect.[[3]](#footnote-3) It is an undisputed fact that any “citizen” status other than that of “Heaven” would also violate the Declaration of Independence, which says that all just powers of government derive from the “consent” of the governed, which by implication means that anything that is *not* consensual is, ipso facto, “unjust” and therefore injurious to the liberties of a free people. My sincerely held religious convictions preclude me from being any other kind of “citizen” than of the place I intend to eventually and permanently reside, which is Heaven, and it would be unjust for the government to assume or assign any citizenship status other than that of being a “national but not citizen of the United States” under 8 U.S.C. §1101(a)(21).

"For our citizenship is in heaven, from which we also eagerly wait for the Savior, the Lord Jesus Christ" [Philippians 3:20]

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"These all died in faith, not having received the promises, but having seen them afar off were assured of them, embraced them and confessed that they were strangers and pilgrims on the earth." [Hebrews 11:13]

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"Beloved, I beg you as sojourners and pilgrims, abstain from fleshly lusts which war against the soul..." [1Peter 2:1]

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“No servant [of God] can serve two masters [God and government]; for either he will hate the one and love the other, or else he will be loyal to the one and despise the other. You cannot serve God and mammon [government].” [Jesus [God] speaking in the Bible, Luke 16:13]

* 1. It is an undisputed fact that the Alleged Defendant is neither a “citizen” nor a “resident” of the federal “United States” under the Internal Revenue Code, 26 CFR §1.1-1(c ) or under 8 U.S.C. §1401, and because he is temporarily domiciled in a “foreign state” called \_\_\_\_\_\_\_\_\_\_\_\_(State) (foreign with respect to federal “legislative jurisdiction” and “police powers” for most subject matters but *not* with respect to the Constitution), then this court has *no jurisdiction* to treat him as either a “citizen” or a “resident” under the provisions of 26 U.S.C. §7701(a)(39) or 26 U.S.C. §7408(c ) for the purposes of judicial jurisdiction.

“**Foreign state**. A foreign country or nation. The several United States are considered “foreign” to each other [for the purposes of legislative jurisdiction] except as regards their relations as common members of the Union.”

[Black’s Law Dictionary, Sixth Edition, p. 1407]

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**American Jurisprudence 2d, Foreign Corporations, §2**

“As to a particular state, even the United States Government has been regarded as a foreign corporation within the meaning of certain statutes. 10” [Am.Jur.2d, Foreign Corporations, §2]

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[**TITLE 26**](http://www4.law.cornell.edu/uscode/26/index.html) > [**Subtitle F**](http://www4.law.cornell.edu/uscode/26/stF.html) > [**CHAPTER 79**](http://www4.law.cornell.edu/uscode/26/stFch79.html) > Sec. 7701.

Sec. 7701. - Definitions

(a) (31) Foreign estate or trust

(A) Foreign estate

The term ''foreign estate'' means an estate the income of which, from sources without the United States which is not effectively connected with the conduct of a trade or business within the United States, is not includible in gross income under subtitle A.

(B) Foreign trust

The term ''foreign trust'' means any trust other than a trust described in subparagraph (E) of paragraph (30).

1. Federal tax status:
   1. It is an undisputed fact that the Alleged Defendant is a “nontaxpayer” for the purposes of Subtitles A through C of the Internal Revenue Code, which means he is “neither the subject nor the object of the revenue laws” and is domiciled *outside* of the territorial and subject matter jurisdiction of the Internal Revenue Service and the Internal Revenue Code.

"The revenue laws are a code or system in regulation of tax assessment and collection. **They relate to taxpayers, and not to nontaxpayers.** The latter are without their scope. No procedure is prescribed for nontaxpayers, and no attempt is made to annul any of their rights and remedies in due course of law. With them Congress does not assume to deal, and they are neither of the subject nor of the object of the revenue laws..."

"The distinction between persons and things within the scope of the revenue laws and those without is vital." [[Long v. Rasmussen, 281 F. 236@ 238(1922)](http://famguardian.org/TaxFreedom/Authorities/Circuit/LongvRasmussen281F236.pdf) ]

* 1. It is an undisputed fact that because Alleged Defendant is a “nontaxpayer” domiciled outside of territory owned by the federal government, no provision within the Internal Revenue Code may be applied to him. Therefore, any proceedings against him must be under the Common Law or state law and may NOT be based on the Internal Revenue Code. The U.S. Supreme Court said in Erie R.R. v. Tompkins, [304 U.S. 64](http://caselaw.lp.findlaw.com/scripts/getcase.pl?navby=case&court=us&vol=304&page=64) (1938) that there is no federal common law in diversity cases such as this coming under 28 U.S.C. §1332. Therefore, the common law of the state and NOT the federal government applies and no authorities from federal courts may be cited in this case per 28 U.S.C. §1652.
  2. It is an undisputed fact that the Alleged Defendant is not and never has been voluntarily or knowingly a “transferee” or “fiduciary” of federal property. See 26 U.S.C. §6902 and 26 U.S.C. §6903. It is an undisputed fact that the IRS, however, has acted as a transferee and fiduciary of ***my*** personal property, because it received employment earnings *involuntarily* withheld from my pay by my private employer, who was not an “employer” within the meaning of 26 U.S.C. §3401(d), because I was not an “employee” within the meaning of 26 U.S.C. §3401(c ) or 26 CFR §31.3401(c )-1. See also 26 U.S.C. §6902:

[**TITLE 26**](http://www4.law.cornell.edu/uscode/26/index.html) > [**Subtitle F**](http://www4.law.cornell.edu/uscode/26/stF.html) > [**CHAPTER 71**](http://www4.law.cornell.edu/uscode/26/stFch71.html) > Sec. 6902.

Sec. 6902. - Provisions of special application to transferees

(a) Burden of proof

In proceedings before the Tax Court the burden of proof shall be upon the Secretary to show that a petitioner is liable as a transferee of property of a taxpayer, but not to show that the taxpayer was liable for the tax.

* 1. It is an undisputed fact that the Alleged Defendant is a non-corporate, non-privileged, natural person.
  2. It is an undisputed fact that the Alleged Defendant has no fiduciary relationships representing anyone but God. It is an undisputed fact that Alleged Defendant claims only to be a fiduciary and steward over the property that is under his control, which instead is owned exclusively by God and not by him. See:

<http://famguardian.org/GodFiduciary.pdf> (Exhibit 13)

* 1. It is an undisputed fact that the Alleged Defendant is a “nonresident alien” under 26 U.S.C. §7701(b)(1)(B) with no income “effectively connected with a trade or business in the United States” as required by 26 CFR §1.861-8(f)(1)(iv).
  2. It is an undisputed fact that the earnings of Alleged Defendant are excluded from “gross income” under 26 U.S.C. §861(a)(3)(C)(ii) and also because all earnings from labor occurred outside of the federal “United States”/federal zone.
  3. It is an undisputed fact that the Alleged Defendant’s entire estate is classified as a “foreign estate” under [26 U.S.C. §7701](http://www4.law.cornell.edu/uscode/26/7701.html)(a)(31), not only because he is not a “citizen” or “resident” of the “United States” under the IRC, but also because God owns all his property and he is the trustee and fiduciary. The trust document is the *Holy Bible*, the beneficiary and the Grantor of the trust are God. The Bible is a sacred contract between me and my God, and the government may not interfere with my right to contract under Article 1, Section 10 of the Constitution.
  4. It is an undisputed fact that the Alleged Defendant’s earnings from labor are not associated with “personal services”, a “trade or business”, or a “taxable source” and are therefore *not* properly classified as “gross income”:

"Every man has a natural right to the fruits of his own labor, is generally admitted; and no other person can rightfully deprive him of those fruits, and appropriate them against his will..." [The Antelope, 23 U.S. 66; 10 Wheat 66; 6 L.Ed. 268 (1825)]

* 1. It is an undisputed fact that any attempt to classify the earnings of the Alleged Defendant from labor as “taxable income” or “gross income” under the Internal Revenue Code amounts to:
* Deprivation of Rights in violation of 42 U.S.C. §1983.
* Violation of the Thirteenth Amendment prohibition against “involuntary servitude”.
* “enticement into slavery” in violation of 18 U.S.C. §1583.
* “peonage” in violation of 18 U.S.C. §1581 and 42 U.S.C. §1994.
  1. It is an undisputed fact that the Alleged Defendant does *not* possess a “Taxpayer Identification Number” (TIN) as defined under 26 U.S.C. §6109 and 26 CFR §301.6109-1(d)(3). Furthermore, the IRS has *no authority* or jurisdiction under the Internal Revenue Code or its implementing regulations to use Social Security Numbers (federal SSN) as a substitute for TINs, nor to assign any kind of number but a TIN to anything other than an “alien”, which the Alleged Defendant declares he is *not*.

[**26 CFR §301.6109-1(d)(3)**](http://ecfrback.access.gpo.gov/otcgi/cfr/otfilter.cgi?DB=1&ACTION=View&QUERY=301.6109-1&RGN=BSEC&OP=and&QUERY=26&RGN=BTI&QUERY=33462&RGN=BSECCT&SUBSET=SUBSET&FROM=1&ITEM=1)

(3) IRS individual taxpayer identification number -- (i) Definition. **The term IRS individual taxpayer identification number means a taxpayer identifying number issued to an alien individual by the Internal Revenue Service, upon application, for use in connection with filing requirements under this title. The term IRS individual taxpayer identification number does not refer to a social security number or an account number for use in employment for wages. For purposes of this section, the term alien individual means an individual who is not a citizen or national of the United States.**

* 1. It is an undisputed fact that the Alleged Defendant does not consent or agree to allow the IRS to substitute a Social Security Number (SSN) in the place of the required TIN. Without such consent, IRS has no regulatory authority to demand or use any number associated with the Alleged Defendant that is *not* a TIN, nor can it reuse the regulations or practices of another agency in its operations, in accordance with 1 CFR §21.21(c ). You will also note that the entity which must supply such a number on a tax return is described in 26 CFR §301.6109(b) as an “it” rather than a “he” or “she” which is a conclusive indication that the proper subject of Internal Revenue Code can *only* be artificial entities such as federal corporations, and may not include private natural persons who do not consent or volunteer to participate in the federal tax “scheme”.

26 CFR §301.6109-1(b)

(b) Requirement to furnish one's own number--(1) U.S. persons. Every **U.S. person** who makes under this title a return, statement, or other document must furnish **its** own taxpayer identifying number as required by the forms and the accompanying instructions.

* 1. It is an undisputed fact that the Alleged Defendant’s filing status with IRS was “nonresident alien” using form 1040NR-EZ for years 2003 through 2004.
  2. It is an undisputed fact that the Alleged Defendant is not involved in a “trade or business in the United States” as required by 26 U.S.C. §7701(a)(26) and 26 U.S.C. §864, because not holding privileged, public office as required.
  3. It is an undisputed fact that the Alleged Defendant is not an “employee” as defined under 26 U.S.C. §3401(c ) and 26 CFR §31.3401(c )-1.
  4. It is an undisputed fact that the Alleged Defendant has no voluntary withholding agreement in place using IRS form W-4, and therefore earns no “wages” under 26 CFR §31.3401(a)-3(a).

1. First Amendment Status and restrictions:
   1. It is an undisputed fact that the Alleged Defendant is married to Christ as His bride, and therefore a church and a part of the Godhead bodily. See Bible in Isaiah 54:4-8, 1 Cor. 3:16-17, 1 Cor. 12:27.

“Do not fear, for you will not be ashamed; neither be disgraced, for you will not be put to shame; for you will forget the shame of your youth, and will not remember the reproach of your widowhood anymore. **For your Maker is your husband, the Lord of hosts is His name; and your Redeemer is the Holy One of Israel; He is called the God of the whole earth**, for the Lord has called you like a woman forsaken and grieved in spirit, like a youthful wife when you were refused,” says your God. “For a mere moment I have forsaken you, but with great mercies I will gather you. With a little wrath I hid My face from you for a moment; but with everlasting kindness I will have mercy on you,” says the Lord, your Redeemer.

[Isaiah 54:4-8, Bible, NKJV]

"Do you not know that **you are the temple of God and that the Spirit of God dwells in you**? If anyone [including the IRS or the federal judiciary] defiles the temple of God, God will destroy him. For the temple of God is holy, which temple you are."

[[1 Cor. 3:16-17](http://www.biblegateway.com/cgi-bin/bible?language=english&passage=1+Cor.+3%3A16-17&version=NKJV), Bible, NKJV]

"**ye are the body of Christ, and members individually**"

[[1 Cor. 12: 27](http://www.biblegateway.com/cgi-bin/bible?language=english&passage=1+Cor.+12%3A27&version=NKJV), Bible, NKJV]

* 1. It is an undisputed fact that the Alleged Defendant is an ambassador of Jesus Christ, and “minister of a foreign nation[/state]”, and that “state” is “Heaven”. See *U.S. v. Wong Kim Ark*, 169 U.S. 649 (1898).

“Passing by questions once earnestly controverted, but finally put at rest by the fourteenth amendment of the constitution, it is beyond doubt that, before the enactment of the civil rights act of 1866 or the adoption of the constitutional [169 U.S. 649, 675]   amendment, all white persons, at least, born within the sovereignty of the United States, whether children of citizens or of foreigners, **excepting only children of ambassadors or public ministers of a foreign government**, were native-born citizens of the United States. “

[U.S. v. Wong Kim Ark, 169 U.S. 649 (1898)]

* 1. It is an undisputed fact that some of the more important constraints imposed by my sincerely held religious convictions include the following:
     1. It is an undisputed fact that socialism is against the religious beliefs of the Alleged Defendant. Socialism is based on legalized theft and plunder, and theft violates the ten commandments. See sections 4.3.7 and 4.3.11 of Exhibit 2 of this Cross Complaint.
     2. It is an undisputed fact that our de facto revenue system is socialist in nature and Alleged Defendant may not participate in it because it violates his religious beliefs. It is based on robbing from the rich to give to the poor and is used for wealth transfer. The Supreme Court identified this abuse of our tax system as robbery in the guise of “taxation”, and the codes that implement it as null and void.

"**To lay, with one hand, the power of the government on the property of the citizen, and with the other to bestow it upon favored individuals to aid private enterprises and build up private fortunes, is none the less a robbery because it is done under the forms of law and is called taxation. This is not legislation. It is a decree under legislative forms.**

**Nor is it taxation. ‘A tax,’ says Webster’s Dictionary, ‘is a rate or sum of money assessed on the person or property of a citizen by government for the use of the nation or State.’ ‘Taxes are burdens or charges imposed by the Legislature upon persons or property to raise money for public purposes.’ Cooley, Const. Lim., 479.**"

[[Loan Association v. Topeka, 20 Wall. 655 (1874)](http://famguardian.org/TaxFreedom/Forms/Discovery/Deposition/Evidence/Q05.008a.pdf)]

* + 1. It is an undisputed fact that it is a sin for the Alleged Defendant to have anyone in government above him but God or to serve anyone but God. I may *not* serve government, a politician, or anyone in government, but *only* God. See *Great IRS Hoax book*, section 4.1, Exhibit 2.

“Away with you , Satan! For it is written, ‘You shall worship the Lord your God, and Him **ONLY** [NOT the government!] you shall serve.’”

[Matt. 4:10, Bible, NKJV]

* + 1. It is an undisputed fact that the Alleged Defendant’s authority to be the master over my government comes from the Constitution and from God. It is a divine right.
    2. It is an undisputed fact that the Alleged Defendant is not allowed to take an oath or make a declaration that would put a government person above me or in control over any aspect of my liberty.
    3. It is an undisputed fact that the Alleged Defendant’s government is the Alleged Defendant’s *servant*, and servants must obey their masters.

“Servants, obey in all things your masters according to the flesh, not with eyeservice, as men-pleasers, but in sincerity of heart, fearing God. And whatever you do, do it heartily, as to the Lord and not to men, knowing that from the Lord you will receive the reward of the inheritance; for you serve the Lord Christ. But he who does wrong will be repaid for the wrong which he has done, and there is no partiality.”

[Col. 3:22-25, Bible, NKJV]

* + 1. It is an undisputed fact that the Alleged Defendant is commanded to love his neighbor. That love expresses itself by *not* harming others. The only time either God or the government has moral authority to interfere with my sovereignty over my own life, liberty, and property is when it can produce a live, flesh and blood person who can demonstrate that I have harmed him or her. Without meeting that requirement, it cannot proceed.
    2. It is an undisputed fact that the government cannot force the Alleged Defendant or any third party to rely on its interpretation of the law. Only I and a jury of ordinary Americans can decide what a law requires, and not any judge. This must be so if the people are the Sovereigns and the government is their servant. The law must therefore be written to be understandable by the common man, and the judge cannot and should not keep the law out of view of the jury or declare what the law is without providing the statute itself to the jury, because this is a recipe for tyranny.

“…it is not good for a soul to be without knowledge,” [Prov. 19:2, Bible, NKJV]

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“My people are destroyed for lack of knowledge.” [Hosea 4:6, Bible, NKJV]

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“He that turneth away his ear from hearing the law, even his prayer [shall be] abomination.” [Prov. 28:9, Bible, NKJV]

“Those who forsake the law praise the wicked, but such as keep the law contend with them.” [Prov. 28:4, Bible, NKJV]

* + 1. It is an undisputed fact that if there are disputes over what an ordinary person would or should perceive that the law requires, then *the jury* must therefore be shown the full text of the statute by the judge and vote on the merit of the various interpretations attributed to it by the parties to the lawsuit. Judges and lawyers are NOT people of ordinary intelligence:

"A statute which either forbids or requires the doing of an act in terms so vague that men and women of **common intelligence** must necessarily guess at its meaning and differ as to its application, violates the first essential of due process of law." [**Connally v General Const. Co.**, 269 U.S. 385 (1926)]

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“Fundamental fairness requires that a[n ordinary] person cannot be sent to jail for a crime he could not with reasonable certainty know he was committing; reasonable certainty in that respect is all the more essential when vagueness might induce individuals to forgo their rights of speech, press, and association for fear of violating an unclear law.”

[Scull v. Commonwealth of Virginia, 359 U.S. 344; 79 S.Ct. 838; 3 L.Ed.2d 865 (1959)]

* + 1. It is an undisputed fact that the government is duty-bound to *not* oppress the exercise of the First Amendment rights of the Petitioner in this case, without demonstrating an overriding public interest. Only a demonstrated compelling state interest can override my religious beliefs.

“Once bona fide First Amendment issue is joined, burden that must be shouldered by government to defend a regulation with impact on religious actions is a heavy one, and basic standards is that a compelling state interest must be demonstrated.” [Stevens v. Berger, 428 F.Supp. 896 (1977)]

* + 1. It is an undisputed fact that the burden imposed on the government, once a First Amendment issue is joined, is a heavy one, and the burden is to show that the exercise of my sincerely held religious beliefs is harmful to the public:

“Reasonableness of religious beliefs of an individual has no bearing on this right to “religious liberty” guaranteed by state and federal Constitutions, so long as individual’s acts or refusal to act are not directly harmful to the public.”

[Bolling v. Superior Court For Clallam County, 133 P.2d 803 (1943)]

* + 1. It is an undisputed fact that the religious beliefs of the Alleged Defendant and how they impact his behavior are not open to debate by this court, and this court may not use my life, liberty, or property to further state goals that are in conflict with those views except by my voluntary consent, which I DO NOT and WILL NOT give. The purpose of the Bill of Rights, which includes the First Amendment, was to remove the exercise of my Constitutional rights from the whims and excesses of a corrupted democracy:

“The very purpose of the Bill of Rights was to withdraw certain subjects from the vicissitudes of political controversy, to place them beyond the reach of majorities and officials and to establish them as legal principles to be applied by the courts. **One’s right to life, liberty, and property, to free speech, a free press, freedom of worship and assembly, and other fundamental rights may not be submitted to vote; they depend on the outcome of no elections.[or Congressional statutes or laws either, as was the case above]**”

[West Virginia State Board of Education v. Barnette, 319 U.S. 624; 63 S.Ct. 1178 (1943)]

1. It is an undisputed fact that the Alleged Defendant has no private contracts with the United States government that would supersede, nullify, or surrender any of his legal rights under the Constitution of the United States of America.
2. It is an undisputed fact that the Alleged Defendant reserves all rights and retroactively rescinded all signatures on previous federal tax forms other than the form 1040NR-EZ. Under the Declaratory Judgments Act, 28 U.S.C. §2201, this court has *no jurisdiction* to declare or assume or presume any status ***other*** than that indicated in this document in the context of federal “taxes”:

United States Code

TITLE 28 - JUDICIARY AND JUDICIAL PROCEDURE

PART VI - PARTICULAR PROCEEDINGS

CHAPTER 151 - DECLARATORY JUDGMENTS

Sec. 2201. Creation of remedy

(a) **In a case of actual controversy within its jurisdiction, except with respect to Federal taxes other than actions brought under section 7428 of the Internal Revenue Code of 1986**, a proceeding under section 505 or 1146 of title 11, or in any civil action involving an antidumping or countervailing duty proceeding regarding a class or kind of merchandise of a free trade area country (as defined in section 516A(f)(10) of the Tariff Act of 1930), as determined by the administering authority, **any court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration**, whether or not further relief is or could be sought. Any such declaration shall have the force and effect of a final judgment or decree and shall be reviewable as such.

To assume or presume any status, body of rights, or condition *other* than that ascribed here by the Alleged Defendant under penalty of perjury would be a violation of due process under the Fourth and Fifth Amendment to the Constitution, and would result in a void judgment by this court.

# AFFIDAVIT OF BIAS OF JUDGE

1. This affidavit provided under penalty of perjury by the Cross-Plaintiff certifies that Judge <<JUDGE FULL NAME>>, presiding over the instant case:
   1. Has a bias and irreconcilable personal and financial conflict of interest in the context of these proceedings in violation of 28 U.S.C. §455, and 18 U.S.C. §208. Evidence in support of this observation is provided in the remainder of this section.
   2. Has violated his oath pursuant to 28 U.S.C. §453 to:

“faithfully and impartially discharge and perform all the duties incumbent upon me as XXX under the Constitution and laws of the United States. So help me God.”

* 1. Has aided and abetted a violation of the rights to property of the Cross-Plaintiff by the Magistrate Judge, Nita L. Stormes.

1. For item 1A above, Judge Lorenz collects his pay and benefits from the tax at issue in this proceeding. This was not always the case. This corruption of our judicial system began with the Revenue Act of 1918, section 213, in which congress attempted to make federal judges FOR THE FIRST TIME, into “taxpayers” with a conflict of interest. The judges rebelled and the coup was ended with *Miles v. Graham*, 268 U.S. 501 (1924). Then Congress tried again another coup in 1932 in which Congress, learning from their first coup, changed the terms just enough to avoid the Supreme Court prohibition against reduction in the salaries of judges by imposing the tax on NEW HIRES. The judges rebelled, and it went all the way up to the Supreme Court in 1938. In *O’Malley v. Woodrough*, 307 U.S. 277 (1938), the Supreme Court this time colluded with the Executive branch by not declaring that attempt to compromise the independence of the judiciary unconstitutional. From that point on, judges were slowly replaced with “taxpayers” subject to a conflict of interest because subject to the enforcement powers of the Bureau of Internal Revenue. This compromise of judicial independence has continued to this day, and was deliberately engineered by FDR’s SOCIALIST “New Deal”, in which government became a big social insurance company.
2. Cross-Plaintiff argues that Judge <<JUDGE FULL NAME>> cannot simultaneously satisfy his oath, pursuant to 28 U.S.C. §453 while at the same time:
   1. Having to concern his attention with what retribution might result against him if he rules against his new boss, the IRS.
   2. Worrying about a reduction in retirement benefits if he undermines the “voluntary” system we have now by dealing directly with the issues raised in section 7.1 of the associated Petition.
   3. Worrying about his next promotion after aiding and abetting “enemies of the sovereignty of the state” such as Cross-Plaintiff
3. Similar arguments about conflict of interest were raised in the case of *Booth v. Internal Revenue Service*, No. 94-2115 (10th Cir. 10/14/1994), in which the Court said:

“Finally, Mr. Booth contends that as a United States taxpayer the district Judge has a personal stake in the outcome of this case and therefore should have recused himself pursuant to 28 U.S.C. 455. While a Judge must disqualify himself if "his impartiality might reasonably be questioned," 28 U.S.C. 455(a), if he "has personal bias or prejudice," 28 U.S.C. 455(b)(1), or if he has a "financial interest" or any "other interest" in the proceeding, 28 U.S.C. 455(b)(4), the Judge's mere status as a taxpayer does not implicate any of these statutory sections. **The standard for impartiality under 28 U.S.C. 455 is an objective one, requiring recusal only if "'a reasonable person, knowing all relevant facts, would harbor doubts about the Judge's impartiality.**'" United States v. Cooley, 1 F.3d 985, 993 (10th Cir. 1993) (quoting United States v. Burger, 964 F.2d 1065, 1070 (10th Cir. 1992)). The one court that has confronted this argument rejected it as "farsical [sic]," finding that no "reasonable person" would question judicial impartiality merely because the United States government paid the Judge's salary from tax revenues. See United States v. Zuger, 602 F. Supp. 889, 892 (D. Conn. 1984), aff'd, 755 F.2d 915 (2d Cir. Jan. 30, 1985) (table), cert. denied, 474 U.S. 805, 88 L. Ed. 2d 32, 106 S. Ct. 38. The court added that recusal on such basis would "mean that no federal Judge could preside over the trial." Id. Although we have not addressed Mr. Booth's argument in the context of tax litigation, in an analogous case we held that a Judge's status as natural gas consumer does not mandate recusal in a natural gas antitrust suit because an "interest shared by the Judge in common with the public" is not the type of interest that 28 U.S.C. 455 serves. In re New Mexico Natural Gas Antitrust Litigation, 620 F.2d 794, 796-97 (10th Cir. 1980). In the instant case, the Judge's status as taxpayer is one he shares with the public, and any remote or tenuous benefit he could potentially receive from a particular outcome in the case is outside the scope of 28 U.S.C. 455.”

[Booth v. Internal Revenue Service, No. 94-2115 (10th Cir. 10/14/1994)]

1. In the instant case, this issue is NOT “farsical” because:
   1. Cross-Plaintiff and the Agreements to be enforced in this proceeding DO provide a way to try the case WITHOUT the judge’s usual participation. That alternative is not illegal or unconstitutional, but simply nontraditional and the equivalent of binding arbitration.
   2. The terms of the SEDM Fellowship Member Agreement, Exhibit 2, and the Copyright/Software/User License Agreement act as the equivalent of an arbitration agreement.
   3. The stipulation of the arbitration agreement MANDATE the terms under which any issue must be litigated relating to the information the information which the government seeks to enjoin.
   4. All of the parties to this proceeding, *as private individuals*, are subject to said agreement, as demonstrated in this Cross Complaint and the associated Aff. Of Matl. Facts.
   5. The terms of the SEDM Fellowship Member Agreement, Exhibit 2 indicate the following:

“8.1 Members and users agree to litigate ONLY in a state court WITH a jury trial under the laws of the state and not the federal government, and to allow the jury to rule on BOTH the facts AND the law. No member of the jury or the judge may be either a "[taxpayer](http://famguardian.org/TaxFreedom/CitesByTopic/taxpayer.htm)", a "[U.S. citizen](http://famguardian.org/TaxFreedom/CitesByTopic/USCitizen.htm)" under [8 U.S.C. 1401](http://assembler.law.cornell.edu/uscode/html/uscode08/usc_sec_08_00001401----000-.html), or be in receipt of any government benefit, to ensure that the trial is completely impartial.    They also agree to allow us to say anything we want to the jury and call any witnesses we wish, and not to object to or rule out any of our testimony or our witnesses.”

[SEDM Fellowship Member Agreement, Exhibit 2, Section 6, Item 7.4]

1. What IS farsical is for a Judge with such a conflict of interest to:
   1. Hear a federal tax matter in a federal court. A state court where parties are not benefit recipients or federal “taxpayers” is the only objective, impartial forum to try this case. This is NOT a “federal question”, because the overarching license agreements PREVENT it from becoming a federal question. It is a private matter between private individuals. Namely, a matter among private parties who, by virtue of their conduct have made themselves contractually bound to each other and are obligated to deal *privately* with one another in order to AVOID appearing before a fact finder who is not impartial. This is a fulfillment of what the religious beliefs require of all Ministry Members, which say:

"**Dare any of you, having a matter against another, go to law before the unrighteous, and not before the saints [believers]**?  Do you not know that the saints will judge the world?  And if the world will be judged by you, are you unworthy to judge the smallest matters?  Do you not know that we shall judge angels?  How much more, things that pertain to this life?  If you then have judgments concerning things pertaining to this life, do you appoint those who are least esteemed [lawyers and judges who used to be lawyers] by the church to judge?  **I say this to your shame.**  Is it so, that there is not a wise man among you, not even one, who will be able to judge between his brethren?  But brother goes to law against brother and that before unbelievers!  **Now therefore, it is already an utter failure for you that you go to law against one another.**  Why do you not rather accept wrong?  Why do you not rather let yourselves be cheated?  No, you yourselves do wrong and cheat and you do these things to your brethren!  Do you not know that the unrighteous will not inherit the kingdom of God?  Do not be deceived.  Neither fornicators, nor idolators ["[U.S. citizens](http://famguardian.org/TaxFreedom/CitesByTopic/USCitizen.htm)"] nor adulterers, nor homosexuals, nor sodomites, nor thieves [the [IRS](http://www.irs.gov)] nor covetous [the [corrupted politicians](http://www.dnc.org) and lawyers], nor drunkards, nor revilers, nor extortioners [the [IRS](http://www.irs.gov)] will inherit the kingdom of God."

[[1 Cor. 6:1-10](http://www.biblegateway.com/cgi-bin/bible?language=english&passage=1+Cor.+6%3A1-10&version=NKJV), Bible, NKJV]

For this court to attempt to interfere with the above religious right, is to violate the First Amendment protection for religious practices that is the bedrock of this Republic, and to violate the oath of the Judge to obey the Constitution in 28 U.S.C. §453.

* 1. Refuse to provide or accommodate the remedy which will correct this conflict of interest as identified in item 7.1 of the SEDM Fellowship Member Agreement, Exhibit 2, Section 6, Item 7.1.
  2. Interfere with the private right to contract between the ministries in question and those Ministry Members and Users who participate in them by refusing to enforce the contracts they have with each other.
  3. Recognize the United States as the Plaintiff in the original Complaint when the SEDM Fellowship Member Agreement, Exhibit 2, mandates that the REAL Plaintiff is Mr. <<U.S. ATTY LASTNAME>> and the other named Cross-Defendants in this Cross Complaint. See Exhibit 2, Section 6, Item 7.4:

“7.4  Users and readers of our materials stipulate that their duty and allegiance to abide by this agreement is superior to their employment duties and any other agency they may claim to be exercising.   Judicial, sovereign, or official immunity are therefore subordinate to the terms of this agreement.   Readers and users of our materials agree that any and all lawsuits in which they are participants acting by or for or as witnesses for the Plaintiff shall be deemed to be filed by them personally, regardless of the party which they claim to be representing or which is named on the Complaint. For instance if a government attorney named "John Doe" quotes or uses our licensed materials in any legal proceeding in which he or she is the Plaintiff or an agent for the Plaintiff, and files the lawsuit in the name of the "United States", this agreement stipulates that the definition of "United States" or "United States of America" shall instead mean "John Doe" and John Doe stipulates that he is acting by and on his own behalf and not on the behalf of the government of the states united by and under the Constitution of the United States of America. This will ensure that the plaintiff or prosecuting attorney does not try to claim that he had no authority to bind the U.S. government to abide by this agreement. An important implication of this provision is that if John Doe prosecutes this case on paid time for the U.S. Government, then he can and will be fired and disciplined for conducting private business on company time. “

* 1. Recognize the United States as the Plaintiff in the original Complaint when the Family Guardian Website Disclaimer, Exhibit 3, Item 8.4 mandates that the REAL Plaintiff is Mr. <<U.S. ATTY LASTNAME>> and the other named Cross-Defendants in this Cross Complaint.
  2. Allow a Alleged Defendant, a “nontaxpayer” not subject to the I.R.C., to be tried before a jury of people who are NOT peers, in violation of the Seventh Amendment, but:
     1. Before a judge who is a “taxpayer” and not the same type of citizen as they are. See Cross Complaint, Section 7.1.
     2. Before a jury full of people who are “taxpayers”, and worse yet, are federal “public officials” and federal “employees” (see 5 U.S.C. §552a(a)(13), which identifies as “federal personnel” all persons entitled to receive Social Security) by virtue of their “taxpayer” status and participation in Social Security. Do you think a person who doesn’t want to fornicate with the government by receiving the proceeds of theft in the form of a Social Security Check is going to get a fair trial in front of a jury full of Social Security Participants and federal employees, all of whom want to perpetuate the flow of plunder into their checking account and coast along on the plunder STOLEN, with the full blessing of the Judge, from the Defendant? See Cross Complaint, Exhibit 4.

1. The Constitution itself is a Contract between WE THE PEOPLE, and their SERVANTS in government, including Judge Lorenz. It was created to PROTECT the right to Contract of the true sovereigns, WE THE PEOPLE. The judge’s oath to defend the Constitution is an oath to obey a contract that defends our private right to contract of WE THE PEOPLE:

"**A state can no more impair the obligation of a contract by her organic law [constitution] than by legislative enactment; for her constitution is a law within the meaning of the contract clause of the national constitution.** Railroad Co. v. [115 U.S. 650, 673]   McClure, 10 Wall. 511; Ohio Life Ins. & T. Co. v. Debolt, 16 How. 429; Sedg. St. & Const. Law, 637 And the obligation of her contracts is as fully protected by that instrument against impairment by legislation as are contracts between individuals exclusively. State v. Wilson, 7 Cranch, 164; Providence Bank v. Billings, 4 Pet. 514; Green v. Biddle, 8 Wheat. 1; Woodruff v. Trapnall, 10 How. 190; Wolff v. New Orleans, [103 U.S. 358](http://caselaw.lp.findlaw.com/cgi-bin/getcase.pl?court=us&vol=103&invol=358) ."

[New Orleans Gas Company v. Louisiana Light Company, 115 U.S. 650 (1885)]

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"**Independent of these views, there are many considerations which lead to the conclusion that the power to impair contracts [either** [**the Constitution**](http://www.findlaw.com/casecode/constitution/) **or the** [**Holy Bible**](http://biblegateway.com/)**], by direct action to that end, does not exist with the general [federal] government.** **In the first place, one of the objects of the Constitution, expressed in its preamble, was the establishment of justice, and what that meant in its relations to contracts is not left, as was justly said by the late Chief Justice, in Hepburn v. Griswold, to inference or conjecture.** As he observes, at the time the Constitution was undergoing discussion in the convention, the Congress of the Confederation was engaged in framing the ordinance for the government of the Northwestern Territory, in which certain articles of compact were established between the people of the original States and the people of the Territory, for the purpose, as expressed in the instrument, of extending the fundamental principles of civil and religious liberty, upon which the States, their laws and constitutions, were erected. **By that ordinance it was declared, that, in the just preservation of rights and property, 'no law ought ever to be made, or have force in the said Territory, that shall, in any manner, interfere with or affect private contracts or engagements bona fide and without fraud previously formed.**' The same provision, adds the Chief Justice, found more condensed expression in the prohibition upon the States [in Article 1, Section 10 of the Constitution] against impairing the obligation of contracts, which has ever been recognized as an efficient safeguard against injustice; and though the prohibition is not applied in terms to the government of the United States, he expressed the opinion, speaking for himself and the majority of the court at the time, **that it was clear 'that those who framed and those who adopted the Constitution intended that the spirit of this prohibition should pervade the entire body of legislation, and that the justice which the Constitution was ordained to establish was not thought by them to be compatible with legislation [or judicial precedent] of an opposite tendency.**' 8 Wall. 623. [99 U.S. 700, 765]  Similar views are found expressed in the opinions of other judges of this court." [[Sinking Fund Cases, 99 U.S. 700 (1878)](http://caselaw.lp.findlaw.com/cgi-bin/getcase.pl?court=us&vol=99&invol=700)]

# AFFIRMATION

Affirmation is in accordance with the Federal Pleading Attachment, Exhibit 1 attached to the Cross Complaint that goes with this Affidavit of Material Facts.

Dated:

|  |
| --- |
| <<YOUR FULL NAME>> (and NOT <<YOUR FULL NAME>>)  Domiciled no place on earth (and in Heaven) and *outside* of the “United States” under 26 U.S.C. §7701(a)(10) and 28 U.S.C. §1603(c ), outside any Internal Revenue District in accordance with Treasury Order 150-02, and outside any United States Judicial district |

# CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that service of the foregoing, and all attached exhibits has been made upon the following addressee by depositing a copy in the United States mail, postage prepaid, this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_ addressed to:

<<U.S. ATTY FULL NAME>>

Department of Justice

PO Box 7238

Washington, DC 20044

I furthermore certify that:

1. I am at least 18 years of age
2. I am not related to either party to this legal proceeding by blood, marriage, adoption, or employment
3. I serve as a “disinterested third party” to this action
4. That I am in no way connected to, or involved in or with, the person and/or matter at issue in this instant action.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature  Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |

# EXHIBIT 2: SEDM Fellowship Member Agreement

# EXHIBIT 3: Family Guardian Disclaimer

This is the current disclaimer applying to all Family Guardian speech which the Cross-Defendant seeks to enjoin. It’s terms with respect to the nature of the speech as religious, political, not factual, and not actionable have remained unchanged since this dispute began.

# EXHIBIT 5: SEDM Ministry Bookstore Checkout Screens

Starting on the next page are the current SEDM Ministry Bookstore Checkout Screens. Cross-Plaintiff certifies under penalty of perjury, and with a personal knowledge, and to the best of his knowledge that these screens have remained unchanged since the time that Cross-Defendant <<DOJ EMPLOYEE LASTNAME>> obtained information from the SEDM Church Bookstore in March 2005.

# EXHIBIT 6: SEDM Member Mailing List Join Screen

Starting on the next page is the SEDM Member Mailing List screen where people join SEDM Member Mailing List. Note that the screen requires that they consent unconditionally to the SEDM Fellowship Member Agreement. Since <<U.S. ATTY FULL NAME>> admitted in the Deposition Transcript, Docket #72, p. 214, that he receiving an email as a member, then he consented unconditionally to the terms of the SEDM Fellowship Member Agreement, Exhibit 2 attached.

# EXHIBIT 7: SEDM Disclaimer

This is the current disclaimer applying to all SEDM speech which the Cross-Defendant seeks to enjoin. It’s terms with respect to the nature of the speech as religious, political, not factual, and not actionable have remained unchanged since this dispute began.

1. See California Revenue and Taxation Code (R&TC) sections 6017 and 17018. [↑](#footnote-ref-1)
2. Also called a “non-citizen U.S. national” [↑](#footnote-ref-2)
3. See *Sharon v. Hill*, 26 F.337 (1885) [↑](#footnote-ref-3)