NOTICE OF ABSENCE OF AUTHORITY, REFUSAL OF CONSENT TO RESPONDENTS' CLAIMED AUTHORITY, OFFER OF CONTRACT, REPUDIATION OF ALL BAR MEMBERS' CLAIMED AUTHORITY, AND NOTICE OF RESPONDENTS' POTENTIAL PERSONAL LIABILITIES FOR MURDER, KIDNAPPING, ATTEMPTED MURDER, TORTURE, AND CONVERSION

NOTICE TO AGENT IS NOTICE TO PRINCIPAL NOTICE TO PRINCIPAL IS NOTICETO AGENT

RESPONDENTS WILL BE DEEMED TO CONSENT TO AND ACCEPT ALL TERMS OF THIS NOTICE AND OFFER TO CONTRACT BY (A) SILENCE INCLUDING WITHOUT LIMITATION AN INSUFFICIENT RESPONSE; BY (B) CONTINUED ACTS OF TRESPASS UPON THE RIGHTS OF CLAIMANT; BY (C) CONTINUED ACTS OF KIDNAPPING, FALSE IMPRISONMENT, ATTEMPTED MURDER, TORTURE, CONVERSION, OR BY ANY OTHER ACTS CAUSING INJURY, HARM OR LOSS TO CLAIMANT'S PHYSICAL BODY OR PRIVATE TRUST PROPERTY

THIS IS A SELF-EXECUTING CONTRACT OFFER WHICH YOU ACCEPT BY YOUR SILENCE OR BY CONDUCT, AS SPECIFIED HEREINABOVE

From:

Donna Cartwright, the living woman, having been found to have come of full legal age and being *sui juris*, on behalf of the kidnapped man, Roger Hillygus, the living man, also having been found to have come of full legal age and being *sui juris*, Claimants.

To: Barry Breslow, the living man, also being employee, contractor, or agent of the corporations known as JUDICIARY COURTS OF THE STATE OF NEVADA, bearing Dun and Bradstreet number 363822347 and doing business publicly as RENO JUSTICE COURT, and of WASHOE COUNTY BAR ASSOCIATION, bearing Dun and Bradstreet number 809329654;

[c/o] 75 Court Street Reno, Nevada [near 89501]

Alicia Lerud, the living woman, also being employee, contractor, or agent of the corporations known as JUDICIARY COURTS OF THE STATE OF NEVADA, bearing Dun and Bradstreet number 363822347 and doing business publicly as agent of RENO JUSTICE COURT and/or SECOND JUDICIAL DISTRICT COURT

[c/o] 1 South Sierra Street

Reno, Nevada

or

[c/o] 75 Court Street



Reno, Nevada [near 89501]

Robin Renwick, nee Hillygus, the living woman, [c/o]10539 Professional Circle Suite 100 Reno, Nevada [near 89521]

Katherine Reynolds, the living woman, also being employee, contractor, or agent of the corporations publicly known as WASHOE COUNTY PUBLIC DEFENDER, one of which bears the name of DEFENDER SERVICE DIVISION with Dun and Bradstreet, which has assigned it the D&B number of 929094741, the other D &B corporate name being NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES, with D & B number 197548811 [c/o] 511 East Robinson Street Suite 1,

Carson City, Nevada [near 89701

[c/o] 350 South Center Street Fifth Floor

Reno, Nevada [near 89501]

Stephen Moss the living man, also having acted as employee, contractor or agent of the corporation known as KREITLEIN LAW GROUP with Dun and Bradstreet Number 110832851, but publicly known as KREITLEIN LIEDER MOSS LIMITED, [c/o] 1575 Delucchi Lane, Suite 101 Reno, Nevada [near 89502]

Todd Torvinen – the living man, also having acted as employee, contractor or agent of the legal fiction known as TODD L. TORVINEN, CHARTERED, having Dun and Bradstreet Number 945988947

[c/o] 232 Court Street Reno, Nevada [near 89501]

Frances Doherty, the living woman, also having acted as employee, agent, contractor, or officer of the corporation known as COUNTY OF WASHOE with Dun and Bradstreet Number 790990787, but doing business publicly as SECOND JUDICIAL DISTRICT COURT, [c/o] 188 Carleton Court Reno, Nevada [near 89511] or [c/o] 6901 East Lake Mead Boulevard

Las Vegas, Nevada [near 89156]

Egan Walker, the living man, also acting as employee, agent, contractor, or officer of the corporation known as COUNTY OF WASHOE with Dun and Bradstreet Number 790990787, but doing business publicly as SECOND JUDICIAL DISTRICT COURT, [c/o]75 Court Street

Reno, Nevada [near 89501]

Kaycee Zusman, the living woman, also acting as agent, employee, contractor, or officer of the corporation known as FIDUCIARY SERVICES OF NEVADA LLC, having Dun and Bradstreet Number 786444963,

[c/o] 769 Basque Way,



Carson City, Nevada [near 89706]

David Clifton, the living man, also acting as agent, employee, contractor, or officer of the corporation known to Dun and Bradstreet as SCOTT SOSEBEE, with D & B number: 080224802, but publicly known as RENO JUSTICE COURT, DEPARTMENT 4,

[c/o] 1 South Sierra Street Reno, Nevada [near 89501]

Jim McLane, the living man, also being agent, principal, contractor or officer of the entity known as or previously known as NAPH CARE, INC, previously having Dun and Bradstreet numbers 038919669 and 782185446,

[c/o] 2090 Columbiana Rd. Suite 4000 Birmingham, Alabama or [c/o] 22168 Heritage Drive, McCalla, Alabama [35111] or [c/o] 815 Wheeler Avenue Northwest Huntsville, Alabama [near 35801]

Jason Soto, the living m an, also having acted as employee, contractor or agent of the corporation publicly known as RENO POLICE DEPARTMENT and of the corporations both known as CITY OF RENO, having Dun and Bradstreet Numbers 361127509 and 361269392, [c/o] 455 East Second Street Reno, Nevada [near 89502]

Darin Balaam, the living man, also having acted as employee, contractor or agent of the corporation known as WASHOE COUNTY SHERIFF'S OFFICE, having Dun and Bradstreet number 034535026, [c/o] 5495 Alfa Avenue

[c/o] 5495 Alia Avenue Reno, Nevada [89506]

or

[c/o] 911 Parr Boulevard Reno, Nevada [near 89512]

Deborah Bowers, the living woman, also being employee, contractor, or agent of KASIE D REYNOLDS, a private, for profit corporation bearing Dun and Bradstreet number 032856290, [c/o] 1075 N Hills Blvd Ste 340 Reno, Nevada [near 89506]

Jerry Erwin, the living man, also being agent, principal, or officer of the corporation known as STONE VALLEY, having Dun and Bradstreet number 114815361, but publicly doing business as various entities including without limitation STONE VALLEY ASSISTED LIVING AND MEMORY CARE, JEA Senior Living dba Stone Valley Alzheimer's Center [c/o] 6155 Stone Valley Drive Reno, Nevada [near 89523]



Alex Villanueva, the living man, also being agent, principal, or officer of the corporation known as COUNTY OF LOS ANGELES, having Dun and Bradstreet number 028950678, but publicly doing business as LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, [c/o] 211 West Temple Street
Los Angeles, California [near 90012]

Shawn Medlin, the living man, also being agent, principal, or officer of the corporation publicly known as THE SEASONS OF RENO, but known to Dun and Bradstreet as EMERITUS AT THE SEASONS, having Dun and Bradstreet Number 98987187, [c/o] 5165 Summit Ridge Court Reno, Nevada [near 89523]

Marc Bello, the living man, also having acted as employee, contractor or agent of the corporation publicly known as WASHOE COUNTY DETENTION FACILITY but doing business on Dun and Bradstreet as COUNTY OF WASHOE, bearing Dun and Bradstreet number 609738455, [c/o] 911 East Parr Boulevard Reno, Nevada [near 89512]

Amos Stege – as the living man, also having acted as employee, contractor, or agent of the corporation known as COUNTY OF WASHOE bearing Dun and Bradstreet number 008736055 but publicly known as WASHOE COUNTY DISTRICT ATTORNEY'S OFFICE [c/o] 1 South Sierra Street South Tower 4th Floor Reno, Nevada [near 89501]

Christopher Hicks – as the living man, also having acted as employee, contractor, or agent of the corporation known as COUNTY OF WASHOE bearing Dun and Bradstreet number 008736055 but publicly known as WASHOE COUNTY DISTRICT ATTORNEY'S OFFICE [c/o] 1 South Sierra Street South Tower 4th Floor Reno, Nevada [near 89501]

Allison Jenkins-Kleidosty, the living woman, also being agent, employee, or contractor of the corporations both known as CITY OF RENO, having Dun and Bradstreet Numbers 361127509 and 361269392, but publicly known as RENO POLICE DEPARTMENT [c/o] 455 East Second Street Reno, Nevada [near 89502]

Ronald Davis, the living man, also being agent, employee, contractor, or officer of the legal fiction known as U.S. MARSHALS SERVICE, but known to Dun and Bradstreet as MARSHALS SERVICE, UNITED STATES and having D-U-N-S number: 878440411 [c/o] 1215 South Clark Street, Arlington, Virginia [near 22202]

Karen Krauser, the living woman, also being agent, employee, contractor, or officer of the corporation or corporations doing business publicly as CLAY COUNTY CIRCUIT COURT or DIVISION 6 OF THE MISSOURI SEVENTH JUDICIAL ASSOCIATE CIRCUIT COURT,



but known to Dun and Bradstreet as MISSOURI STATE PUBLIC DEFENDER, a private for profit corporation which bears Dun and Bradstreet number 602461691, [c/o] 11 South Water Street, Liberty, Missouri [near 64068]

Respondents.

Corporate Ref. Nos. CR19-1535A STATE VS. ROGER EUGENE HILLYGUS (TN), (D8), CV21-01446 ROBIN RENWICK VS TOM TAYLOR, ET AL (D7), FV13-04189 ROGER HILLYGUS V. ROBIN RENWICK (DM), GR14-00158 GUARD: HERBERT EUGENE HILLYGUS AKA (D12) GR14-00159 GUARD: SUSAN E HILLYGUS (D7) FePR14-00025 TRUST: HILLYGUS FAMILY TRUST (D7) TPO19-01462 DEBORAH BOWERS OBOSUSAN HILLYGUS VS ROGER HILLYGUS TPO19-01463 ROBIN RENWICK OBO SUSAN HILLYGUS VS ROGER HILLYGUS

Preliminary Notification: This Notification is for peaceful purposes and to inform the Respondents named above that none of them or their agents or principals have any statutory or common law authority to interfere with Claimant Hillygus's Constitutionally protected, Godgiven, unalienable rights to his personal property or his personal freedom. No such authority may be presumed by Respondents' continuing to aid and abet in further assaults and batteries upon Claimant Hillygus, by keeping him kidnapped and imprisoned without evidence he caused injury, harm or loss to anyone, or by engaging in any of the other acts described hereinbelow. Respondents, their agents, principals, and contractors have no authority to presume Claimant Hillygus's consent to Respondents' claimed authority to commit unlawful acts of aggression against him or to the applicability of Respondents' corporate policies to Claimant as a living man. Respondents may likewise not presume Claimant Hillygus's consent to any further acts of common law battery and/or threats of violence from Respondents.

I.PREAMBLE:

A.NOTE ON MEANING OF TERMS USED HEREIN: Notwithstanding any agreement, course of dealing, or usage of trade to the contrary, the undersigned does not understand, nor is he required to understand or accept any other meaning of words in the English language other than those found in common American speech or in Webster's 1828 dictionary. Unless otherwise specified herein, terms used herein, including legal fictions, which may have particularized meanings among the employees of the corporate employers set forth hereinabove, are being used as the undersigned understands them and according to their ordinary and plain meanings and/or as defined by Webster's. Specific definitions used herein include without limitation the following:

- (1)Usage of the term "you" refers to each Respondent named herein exclusively as a man or woman and not in his or her corporate role unless otherwise specified.
- (2) The term "Claimant" refers to Roger Hillygus unless otherwise specified.
- (3) One United States "<u>Dollar</u>" is defined herein and by the Act of 1792 and 1900 as being 24.8 grains of gold or 371.25 grains of silver Coinage. Neither act has ever been repealed.



(4) The term "<u>Murder</u>" as used herein is defined as the killing of another with malice aforethought or as a result of an act committed with a depraved heart.

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

C.DISAGREEMENT & FAILURE TO RESPOND: Respondents may disagree with any of the terms of the Notice by refuting any facts alleged herein, line by line or by stating a verified claim with particularity and under oath. Each Respondent and Claimants agree that a response which is not verified, or a response from a third party agent lacking first-hand knowledge of the facts, will constitute that Respondent's "failure to respond" as defined herein. If a Respondent fails to respond or state a claim by the Effective Date indicated hereinbelow at Item I(I), the facts and law stated within this Notice will become binding and fully enforceable as a contract in a common law court of record or in a *de facto* corporate tribunal as Claimants may select. Such admissions may also be used by any Grand Jury investigation.

D.OFFER OF IMMUNITY—STATING A CLAIM: Any Respondent may avoid all liability and obligations under this Notice by simply responding no later than by 5 p.m. Pacific time on the Effective Date with a notarized Affidavit signed by a witness with personal knowledge of the facts contained in said Affidavit and which proves any claim any man or woman may have against the undersigned or the all caps entity bearing the name resembling his. The statement must be sworn to be true, contain a notary *jurat*, and be supported by certified factual evidence and verified proof. Alternatively, Respondent may respond with a point-by-point rebuttal of the Notice, sworn to be true, to which he or she attaches certified factual evidence. In the event any Respondent declines this good faith Offer of Immunity, Respondent agrees with all terms, facts, statements and provisions in this Notice and any obligations created hereunder.

E.TERMS OF RESPONSE: As with any administrative process, Respondent may rebut the statements and claims in the Notice herein by executing a verified response, point-by-point with evidence that is certified to be true and in affidavit form, correct and complete, to be received by Debra McCabe at the address indicated at Item I(I) hereinbelow, no later than 5:00 PM Pacific Time on the Effective Date.

F.FAILURE TO RESPOND: The term "failure to respond" means Respondent failure by the Effective Date to respond to this Notice or "insufficiency of response" as that term is defined herein. The above Respondents agree that failure to respond conveys his or her agreement with all of the terms and provisions of the Notice.

G.INSUFFICIENCY OF RESPONSE: The terms "insufficiency of response" and "insufficient response" are defined to mean a response which is received by the Effective Date but which fails to specifically rebut, line by line, any of the established terms, provisions, statements or claims in the Notice, or offers blanket denials, unsupported rebuttals, inapposite rebuttals such as "not



applicable" or equivalent statements, declarations of counsel and or other third parties who lack first-hand knowledge of material facts, and or any rebuttal which lacks verification or an equivalent level of risk or fails to exhibit supportive evidence certified to be true, correct and complete under full commercial liability. Respondents agree that any such response is deemed to be legally and lawfully insufficient to rebut the established statements in the Notice, thereby conveying Respondent's agreement with all of the terms and provisions of the Notice.

H. TACIT AGREEMENT: Respondents may admit to all statements and claims in the Notice by simply remaining silent. The parties herein agree that failure to respond or insufficiency of response as defined herein constitutes agreement with all terms, provisions, statements, facts and claims in the Notice. When circumstances impose a duty to speak and one deliberately remains silent, silence is equivalent to false representation. Respondents may also accept the provisions of this Notice and Contract Offer by conduct consisting of one of the following acts: (1) continued acts of trespass upon the rights of Claimant; by (2) continued acts of kidnapping, false imprisonment, attempted murder, torture, conversion, or (3) by any other act causing injury, harm or loss to Claimant's physical body or private trust property.

I.EFFECTIVE DATE/RESPONSE: Response must be received by the effective date, which is seven (7) days from the date of receipt of this notice. Response must be by U.S. certified mail, return receipt requested and by restricted delivery to:

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

II. CONSEQUENCES OF FAILURE TO RESPOND

A. FAILURE TO RESPOND DEFINED: The term "failure to respond" means Respondent failure by the Effective Date to respond to this Notice or that his or her attempted response was "insufficient" as that term is defined herein. Respondents agree that failure to respond conveys his or her agreement with all of the terms and provisions of the Notice.

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

C. SELF EXECUTING CONTRACT: Upon your failure to respond or perform as defined hereinabove, this Contract is instantly self-executing. Respondents agree to be bound by all of the terms of the Contract commencing on the date of default.



D. NOTICE OF DEFAULT: Claimant acknowledges that Respondents are entitled to a Notice of Default. In consideration, Respondents agree to accept a Notice of Default as Binding Judgment certifying respondents' agreement with all terms, statements, facts and provisions in the Contract. Since Judgment is issued when a party waives the right to respond, all parties to this Agreement agree to be bound in perpetuity by any and all such Judgments which may be issued regarding the Contract.

E. BINDING JUDGMENT: Any Respondent failing to respond as defined herein agrees that a Binding Judgment incorporating all of the terms of the within Contract may be entered by any common law court and/or administrative tribunal, at Claimants' election. Any such judgment is entitled to full faith and credit by any other "court" or *de facto* tribunal. Claimants may elect to enforce the Contract or any Binding Judgment arising from it through a common law sheriff, deputy or law or corporate code enforcer who has taken an oath to support the Constitution. Any Respondent who fails to respond as defined herein agrees to waive any and all claims he or she may have against the members of any such common law court or against any of the aforementioned common law sheriffs, deputies or other law or corporate code enforcers who have taken an oath to support the Constitution, which claims may hereafter arise in connection with the enforcement of the Binding Judgment referred to herein. Respondents agree to hold any such enforcement agents harmless for any acts performed for the purpose of, or incident to, the enforcement of said Contract or judgment arising therefrom.

F. POTENTIAL LIABILITY AND LOSS RECOUPMENT: Respondents are hereby prohibited from directly or indirectly seeking recoupment of losses incurred due to any terms of this Contract, from other men and women with whom they transact business. In the event that any Respondent stops the ongoing kidnapping of Claimant Roger Hillygus, such fact will be taken into account in any future grand jury proceedings where Respondents may inferred to have intended the natural and probable consequences of their conduct. [*People v. Kaufman*, 92 P 861 (Cal. 1907)].

III. SUMMARY OF FACTS

Respondents, together with their agents and principals, have been using the legal fiction corporate form to participate in increasingly widespread human trafficking operations which have been variously described as predatory guardianship or predatory probate. The acts described also constitute acts of mass murder, torture, attempted murder, statutory murder for hire, and genocide. The following narrative sets forth some of the facts of Respondents' continuing participation in these crimes and torts against Claimant Roger Hillygus:

A.TRUST DOCUMENT FORMATION

A.During August, 1993, Herbert Hillygus, also known as Gene Hillygus, and Susan Hillygus, the father and mother of Claimant Roger and Respondent Renwick, had trust documents prepared by Respondent Moss. Both settlors were unquestionably competent in 1993. Their trust provided that upon their deaths or incapacitation that Claimant would administer the trust as successor trustee. In 2011, upon the diagnosis of both Herbert and Susan with cognitive decline, and upon learning that Respondent Renwick had been converting trust property to her own uses for several



years, Claimant and his wife began to take care of Roger's parents, moving into the family home in the summer of 2013 at the request of both parents. Susan requested that Roger discontinue paying private caregivers when Roger was in school and his wife was at work and asked Roger's wife, for whom she had great affection, to quit her job and care for Susan full-time when Roger was in school. Roger's wife accepted Susan's proposal. Herbert left the family home in November, 2013, with assistance from Respondents Renwick and Moss. Claimant and his wife continued to take care of Susan full time until Respondent BAR members Connie Steinheimer, Doherty, Ryan Earl and other Respondents, their agents and contractors, aided and abetted one another in using physical force to kidnap Susan and to physically prevent Claimant from continuing to care for her.

B. INTERFERENCE WITH IMPLEMENTATION OF THE TRUST - 2013-2016

In the fall of 2013, Respondent Renwick had herself placed on at least one joint bank account with Herbert and had also in previous years been using trust assets in dubious transactions to purchase property in another state, collecting the income for herself, unduly influencing Herbert to pay the expenses, causing large losses to the trust assets, and filing false or misleading income tax documents until some of her actions were stopped by a tax preparer, one Laurie Braun of Jackson Hewett, among other financial advisors. In October, 2013 Herbert and Susan told Renwick to close the account Renwick had been depositing trust funds in and using to buy land and other assets for herself instead of in furtherance of the trust purposes.

BAR members including without limitation Respondents Torvinen and STATE OF NEVADA agent Linda Gardner, another BAR member, concealed Renwick's violation of the provisions of the original trust by sealing the corporate records in Renwick's 2012-2013 divorce in which Renwick's husband had placed documentary evidence exposing Renwick's acts of deception and thievery of trust assets.

During 2014, Respondents Renwick and Moss, without the prior knowledge or consent of either Herbert, Susan, or Claimant Roger, continued taking steps to change the terms of the 1993 trust so as to remove Susan as trustee, make Renwick the successor trustee, and reduce the share that Roger would receive as the originally intended successor trustee and heir. Renwick and Moss assisted Herbert in leaving Susan and the family home in late 2013 or early 2014. Herbert died on August 24, 2015, outside the family home and without the care of Claimant or the company of his wife.

C. INTENSIFICATION OF EFFORTS TO CHANGE THE TRUST AND PLUNDER ITS ASSETS

- (1)Respondents Renwick, Moss, and other Respondents continued to file documents with STATE OF NEVADA's corporate tribunals masquerading as courts from at least 2014 onward. Respondents Renwick and Moss recruited BAR member Ryan Earl to aid and abet in these efforts, in the guise of "representing" HERBERT, the legal fiction construct, even though Herbert, the man, lacked capacity to consent to such "representation" and even though Earl had no personal knowledge of anything about the trust.
- (2)Deceived by various BAR member Respondents about the corporate nature of the *de facto* "courts" and their absence of all authority, and betrayed by at least one BAR member, one Don



Ross, who abandoned Claimant at a crucial stage of the proceedings, Claimant Roger began to file his own documents in the only ways that seemed available to him, in order to uphold the original 1993 trust and prevent Susan's proposed guardianship. Respondents failed to establish any reason that Susan needed a guardian when Roger and his wife were able and willing to care for her, which they did from 2013 through 2016.

- (3) Following Herbert's August, 2015 death, Renwick and Moss used Steinmeyer to enlist Respondent Doherty to aid and abet in their continuing efforts to change the terms of the 1993 trust. Respondent Doherty, like Respondents Breslow, Steinmeyer, and others posing as "judges", was and remains an unregistered foreign agent prohibited from acting in a position of public trust, according to the de factos' Foreign Agent Registration Act. Nevertheless, while acting on behalf of the entity known as SECOND JUDICIAL DISTRICT COURT, a private, for profit corporation having no authority to adjudicate the rights of anyone, Respondents Moss, Renwick, and Torvinen, with help from Doherty, continued to plunder the trust property and attack the terms of the original 1993 trust. Neither Respondent Doherty nor Respondent Breslow, their agents, or principals had or have authority to approve or disapprove of the efforts of anyone to change any document Claimant's parents executed in 1993 when both were clearly competent. Respondents have no authority or ability to determine anyone's competence. To the extent that such a determination is considered to be a determination of law or fact, Respondents have no authority to make it at all. The source of all earthly law is in the people, as Respondents' predecessor superiors have long admitted. Chisholm v Georgia, 2 U.S. 419, 471-472 (1793). As one of the people, it would be Claimant who has the authority to inquire of the competence of all Respondents acting in the guise of "public servants" or their agents.
- (4) Respondents never established the existence of any legal, equitable, or lawful grounds to change the terms of the original 1993 trust executed by two, then-competent people, Claimant's parents. By 2011 neither had remained competent and had therefore become incapable of changing the terms of said trust. There is no evidence that either of them wished to do so. The original trust remains capable of being administered according to its original terms unless Claimant were to die or be found to be "incompetent".
- (5) With no authority to do anything or to serve in any position of public trust due to the application of the original, duly enacted and ratified 13th Amendment to the never repealed 1781 Constitution, Respondent Doherty unilaterally purported to change the trust in 2016 by "appointing" Respondent Zusman, an agent for the fiction known as FIDUCIARY SERVICES OF NEVADA, LLC, as "trustee" of the Hillygus Family Trust. Clothed with ostensible authority from Respondent Doherty, Zusman designated her agent, Kaycee Zusman, and others to begin plundering the trust assets.
- (6) In the late spring or summer of 2016, Respondents Doherty and Zusman, aided and abetted by Respondents Renwick, Torvinen and other BAR members including without limitation, Ryan Earl, took steps to use force to remove Susan against her will and then Claimant and his wife, from the family home. Respondent Zusman arranged for Susan to be kidnapped from her home and the care of her son, Roger, and delivered to Respondent Erwin's private, for profit elder lockup facility known as STONE VALLEY. Erwin's agents neglected and mistreated Susan there, administered pharmaceutical products that would hasten her death, and deprived her of the



companionship of her family and friends. Claimant Roger continued to maintain his relationship with Susan to the degree that Respondent Erwin's agents allowed him to do so.

- (7) With the plan to remove Susan from the house underway, Respondent Zusman, claiming non-existent authority from Respondent Doherty purportedly on behalf of the Family Trust, initiated corporate proceedings in the same summer of 2016 to evict Claimant and his wife from the house which was part of the original 1993 trust Claimant's parents had authorized him to administer.
- (8) Neither Doherty, Zusman, nor Respondent Clifton nor any of their agents, contractors, or principals directly involved in the "eviction" of Claimant from his home, claims any ownership interest in the private property contained in the trust. Nonetheless, Respondent Clifton took it upon himself to demand that his fellow agents employed by WASHOE COUNTY SHERIFF'S DEPARTMENT, a legal fiction then being administered by one Chuck Allen, replaced later by Respondent Balaam., use force and violence to physically remove Claimant and his wife from the family home owned by the trust. Respondent Clifton also encouraged his agents to loot items found on the land subject to the trust, without regard to true ownership. Respondent Zusman sold trust assets to finance the growing body of BAR members, professional guardians, corporate "advocacy" services, and others who were also feeding off the trust assets. Among the items stolen during the "eviction" were firearms belonging to Claimant, but he was finally able to retrieve them. Roger has never received any type of accurate inventory of what was taken and has been prevented from making his own inventory in as accurate a manner as possible because Respondents banned Claimant from returning to the property to retrieve his own personal items. Claimant has managed to retrieve a few of his stolen items but only with great difficulty.
- (9) Still deceived by the refusals of BAR member Respondents and their agents to disclose the private, corporate nature of the so-called "courts", Roger has continued to file documents into that profit-driven system. Respondents have at all times concealed from Claimant that he himself, as one of the people, not corporate agents acting as legal fiction persons, is free to administer all of God's creation to which he has been entrusted so long as he causes no harm to others. Genesis 1:26. Respondent BAR members also concealed from Claimant that Respondents' principals do not meet their own Black's Law (4th) definition of being "courts" as they are not populated with sovereigns, only men and women acting as legal fiction "persons". As recipients of emoluments from foreign powers, Respondent BAR members are also prohibited by the original 13th Amendment to the 1781 Constitution from serving in positions of public trust.
- (10) According to admissions of Respondent BAR members' corporate predecessors writing in *American Banana Co. v. United Fruit Co.*, 213 U.S. 347, 358 (1909): Even as far back as
 - "...at the Revolution, the sovereignty devolved on the people; and they are truly the sovereigns of the country, but they are sovereigns without subjects...with none to govern but themselves; the citizens of America are equal as fellow citizens, and as joint tenants in the sovereignty." *Chisholm v Georgia*, 2 U.S. 419, 471-472 (1793).



Also deceived about his own power and authority under God and outside the corporate *de facto* "legal" system, Roger clung to his indoctrination that somehow justice could be obtained in a system devoted to corporate profits. He continued filing vast quantities of documents into Respondents' tribunals in vain efforts to rescue his mother and resume his obligations according to the original provisions of the trust. While he was doing that, Respondents had been arranging for him and his wife to be evicted from the family home subject to the trust, using the pretext of Susan's absence from it, which Respondents had caused. Respondents repeatedly admitted their intention to sell the family home, refused to address their absence lawful authority to do so, continuously stole the proceeds from its sale, and paid one another for the acts they had committed against Roger, his mother, and the integrity of the original trust instrument.

- (11) Following Respondents' ousting of him from the family home, Claimant left the Nevada republic and became domiciled on the land mass known as the Texas republic in 2016. Throughout the period from 2016 through 2019, Claimant continued to visit his mother in Nevada, filed documents into STATE OF NEVADA's corporate tribunals, including without limitation, a "habeas corpus" proceeding in a corporate "federal" tribunal in vain efforts to free his mother from Respondent Erwin's lockup facility known as STONE VALLEY, where she was being neglected and drugged. Claimant also continued to try to restore recognition of his right to administer the original 1993 trust.
- (12) In August, 2019, after seeing his mother decline at the STONEVALLEY facility and being moved by Susan's continuing pleas to go home, Roger agreed to rescue her with the full knowledge of and without any objection by agents of Respondent Erwin. Roger brought his mother and himself to the home of extended family in California, who welcomed and housed them both.
- (13) On or about August 9, 2019 at approximately 4 a.m., some twelve hours after Roger had informed STONE VALLEY agents and many of the other Respondents that he was removing Susan from her inhumane lockup, two contractors or agents of STATE OF NEVADA, i.e. Respondents Bowers and Jenkins-Kleidosty, respectively, signed perjured affidavits pertaining to claimed events that had not and could not have happened. Respondents Stege, Hicks, and their agents used the perjured documents to accuse Roger of kidnapping Susan. The two perjured affidavits were then presented in support of a purported directive Respondents call an "arrest warrant" which was then used on August 16, 2019 to support the kidnapping of Roger and his mother that date in California. Other Respondents, including Respondent Villaneuva and his agents, also used such "warrant" to kidnap Claimant and his mother while they were visiting relatives on the soil of Los Angeles County, California.
- (14) Respondents' corporate policy enactment regarding the corporate offense of "kidnapping", is set out in STATE OF NEVADA's Revised statute number 200.310. It applies only to legal fiction "persons", whether as perpetrators or victims. Neither Claimant nor Susan was acting as a legal fiction person at any time. Even if they had been, the elements of this corporate policy enactment also requires that the alleged offender/actor

"seizes, confines, inveigles, entices, decoys, abducts, conceals, kidnaps or carries away a **person** by any means whatsoever with the intent to hold or detain, or who holds or



detains, the **person** for ransom, or reward, or for the purpose of committing sexual assault, extortion or robbery upon or from the **person**, or for the purpose of killing the **person** or inflicting substantial bodily harm upon the **person**, or to exact from relatives, friends, or any other **person** any money or valuable thing for the return or disposition of the kidnapped **person**". [emphasis supplied]

(15) The elements of said statute clearly apply not to Claimant's rescue of his mother at her request but to the actions of Respondents, who were and are acting as legal fiction persons even as they continue to detain Claimant and commit extortion against him with ransom demands. Respondents have never provided any evidence that Claimant or the legal fiction Respondents fellow agents make of his name, committed any corporate policy infraction referred to as an offense. Although said Nevada Respondent BAR members staged a corporate grand jury at some point after the California kidnapping for the stated purpose of "indicting" Claimant, Respondents then dismissed the corporate "grand jury" members, preventing them from considering the matter. There has never been an indictment, common law presentment, or probable cause determination based on any evidence, nor subject matter jurisdiction to have made any such determinations.

D. 2019 RESCUE OF SUSAN, KIDNAP OF ROGER, AND MURDER OF SUSAN

(1)On or about August 16, 2019 without any warrant by any man or woman having actual persoal knowledge that Claimant Roger had caused injury, harm, or loss to anyone, agents of Respondents Villanueva and Davis created an emergency where none had existed. Respondents and their agents and contractors staged a large spectacle, closed off the roadway, involved helicopters and one or more SWAT teams in the course of breaking into the Los Angeles County home of Hillygus family members where Claimant and his mother, Susan were sleeping. Agents of Respondents Villanueva and/or Davis tasored and battered Roger. The United States National Tactical Officers Association's definition of SWAT is:

"A designated law enforcement team whose members are recruited, selected, trained, equipped and assigned to resolve critical incidents involving a threat to public safety which would otherwise exceed the capabilities of traditional law enforcement first responders and/or investigative units."

(2) Respondents, not Clamant Roger Hillygus or his mother, were the only people threatening public safety. SWAT teams serve no law enforcement function. They enforce private corporate policy and have zero duty to protect anyone, as has been admitted by the corporate superiors of all Respondents. Respondent code enforcers function solely to generate income for their corporate employers, not to protect the public from anything. In addition to battering and tasoring Claimant, Respondent Villanueva's agents kidnapped Claimant, trafficked him to Reno, Nevada, and kidnapped and trafficked Susan Hillygus to a series of facilities, confirmed that she was in good physical health, and then locked her up at Respondent Medlin's elder facility known as THE SEASONS OF RENO, where she was drugged to death on October 16, 2019. Claimant was never allowed to see his mother again following the August, 2019 kidnappings of both. He attempted to obtain information about her death but agents of Respondent Medlin became hostile and called for Roger to again to be kidnapped by Reno corporate code enforcement agents, thereby discouraging further inquiry. Respondent Renwick had already arranged for immediate



cremation of Susan's remains, thereby preventing the discovery of the levels of toxic drugs in her body at the time of her death.

(3) Near the end of August, 2019, following the kidnap of Roger and his mother from California, Agents of one of STATE OF NEVADA's private corporate prison transport contractors delivered Roger back to Nevada where Respondent Breslow and others continued to keep him locked up against his will. Respondent Breslow kept Roger falsely imprisoned and established a ransom amount which Respondents call a "bond". The amount of said ransom was \$50,000.00. Respondents Breslow and others extorted payment of 15% of said sum, which would be forfeited by anyone posting said 15%.

E. KIDNAPPING, TORTURE, AND ONGOING ATTEMPTS TO MURDER ROGER SINCE 2022

- (1)In October, 2022, Respondent Davis' agents, operating also as agents of the legal fiction known as U.S. MARSHALLS, aided and abetted in another abduction of Roger in Missouri while he was on his way back to his Texas domicile from a trip to Iowa. In November, 2022, one Louis Angle, a BAR member agent of the legal fiction known STATE OF MISSOURI, assigned a One Million Dollar ransom to purchase Roger's freedom. On January 2,2023, Respondent Krauser, another BAR member, STATE OF MISSOURI agent opined that she was operating on the basis of a "want of jurisdiction" but kept Roger locked up for an additional four (4) days anyway. Notwithstanding Krauser's admission of lack of authority to deprive Claimant of his personal freedom. she and her agents, continued the admittedly unlawful kidnap until transport agents and contractors of Respondents Stege and Hicks came to resume the kidnap and wrongful imprisonment at the WASHOE COUNTY DETENTION FACILITY [WCDF] in Reno, Nevada.
- (2) Agents of Respondents Bello and others who were administering WCDF, complain that the facility is overcrowded, contributing to the inhumane conditions existing at the facility. However overcrowding serves the corporate purposes of maximizing income while keeping overhead constant. Therefore it continues.
- (3) During the more than seven (7) months of Claimant's current kidnapping, various agents and contractors of NAPH CARE INC. the private for profit corporation being operated by Respondent McLane, including without limitation, a "nurse practitioner" having last name Barbosa, have been making sure, until recently, that Claimant Roger does not receive his prescribed medication. Americans with Disabilities Act representative Deborah Merino and WASHOE COUNTY SHERIFFS DEPARTMENT agents Hermann and Burgarello, under the supervision of Captain Moseley, have only been pretending to address Claimant's need for his prescribed medication without actually doing anything about the fact that he has not been receiving such medications. Respondent NAPH CARE INC. agent Barbosa tried to prescribe Claimant the pharmaceutical product known as Lisinapril for high blood pressure even though it causes kidney damage and Claimant already has compromised kidneys due to neurogenic bladder. Barbosa discouraged the taking of Claimant's blood pressure on a daily basis, thereby further endangering Claimant whose private physician prescribed the taking of Claimant's blood pressure reading once or twice per day to prevent chest pain.



- (4) Claimant requires magnesium supplementation three times daily with food but Respondents have been withholding such medication, except that on May 10 or 11, 2023, following telephoned pleas from ADA representative Barbara Stone, Respondents allowed him the medication but made sure that it would not be administered with food as prescribed and would therefore be less effective.
- (5) Claimant is also regularly subjected to physical violence in addition to the false imprisonment. In March, 2023, WASHOE COUNTY SHERIFF'S DEPARTMENT agent, one "Sargeant Gaston", threatened to strip search Claimant, who was in a wheelchair, and had his fellow agents batter Claimant. On April 20, 2023 Respondent Breslow publicly admitted that Claimant was visibly deteriorating, looked unhealthy, and that he was losing weight. Yet Breslow continued and still continues to keep Claimant locked up and tortured.

IV. ABSENCE OF SUBJECT MATTER JURISDICTION AND DENIAL OF CONSENT TO PRESUMED AUTHORITY

A.Corporations are legal fiction constructs that have no independent reality. They have no brain, no eyes, mouth, or ears. They can do no thing. Only the people who create them or work in the corporate name can act. A corporation is a legal device that enables its agents, owners, incorporators and contractors to create documents or commit acts which harm living people without the agents who caused the harm to incur full liability for their own actions. As such, the man-made concept of a corporation serves no lawful purpose. It is a device used to give the appearance of legitimacy, or at least the display of power, but avoids justice in contravention of common law and the law of God. Such an unlawful device, which allows the commission of crimes and torts without liability, is a criminal tool. Corporations which then acquire monopolistic power, as do the corporate tribunals its agents refer to as "courts" are capable of even greater harm to others. The corporatization and monopolization of the common trade of being a lawyer imposes similar threats of harm to living people. Respondent BAR members' superiors admit that such BAR members have no exemption from the parent corporation's anti-trust statutes. *Goldfarb v. Virginia State Bar*, 421 U.S. 773 (1975).

B.Respondent BAR members and their agents and contractors have no duty to administer justice and have been acting and continue to act solely as code enforcers for the purpose of generating income for, the corporate entities above named. Respondents' corporate superiors admit that such Respondents have no duty to serve or protect living people. E.g. In *Warren v. District of Columbia*, 444 A.2d 1 (D.C. Ct. of App. 1981), a corporate matter in which three women were being held hostage by two men and had twice managed to telephone "police" to request their help, the "police" never came, and the three women were beaten, robbed, and raped during the ensuing 14 hours. The DC "Court" found no liability by the "police" stating that the alleged "fundamental principle of American law is that a government and its agents are under no general duty to provide public services, such as police protection, to any individual citizen." Agents of the so-called UNITED STATES SUPREME COURT have similarly admitted that agents of "child protective services" corporations have no duty to try to prevent even the foreseeable murders of children. *DeShaney v. Winnebago County Department of Social Services*, 489 U.S. 189 (1989).



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- C. Respondents have no evidence that either the legal fiction entity ROGER HILLYGUS, or the living man Roger Hillygus committed any code infraction against his mother. Since the all caps entity is an incorporeal fiction, such facts could not exist because legal fictions are incapable of performing any acts.
- D.Throughout the period of Claimant Roger's most recent kidnapping, from October, 2022 through the present time, Respondent BAR members and their agents have been physically forcing Claimant to attend their corporate business meetings masquerading as "court proceedings". Such proceedings were originally commenced against the legal fiction ROGER HILLYGUS, the legal fiction created by Respondents' fellow agents and superiors *via* the birth certificate fraud, a scheme being used to facilitate Respondents' human trafficking and other criminal operations. Claimant has never knowingly agreed to act as surety for the all caps legal fiction entity Respondents created and use against the people.
- E. Respondents are agents of one or both of the hereinabove indicated private, for-profit corporations. Some Respondents are agents of multiple corporations, as indicated at the beginning of this Notice.
- F. Respondent BAR members refuse to fully or fairly disclose to Claimant the corporate nature of the tribunals they operate or the impossibility of using a legal fiction to deprive living people of their freedom. Even if Respondents had fully disclosed all material facts to Claimant and even if Claimant had then knowingly consented to be subject to such corporate claims of authority, which never happened, it would have been impossible for him to grant non- existent authority to an imaginary entity. Corporate entities, cannot contract with living human beings, as a meeting of minds would be impossible. Respondents themselves, as living men and women may not contract with Claimant, the man, without a prior full, fair and honest disclosure of all material facts. Respondents have made no such disclosures. Claimant has provided no informed consent to their claims of authority.
- G. Respondents as living people have no greater right to interfere with the liberty of Claimant than would any other private man or woman. No corporate tribunal is a "court of record" and therefore not a true Constitutional court, thus rendering all its process void *ab initio*. The Bank of the United States v. Planters Bank of Georgia, 6 L. Ed. [9 Wheat] 244 (1824). Since all of the entities for whom Respondents claim to act are legal fiction corporations funded by federal corporations, every one of said entities is prohibited from even existing, according to Respondents' own 1787 Constitution Article I Section 8, read in conjunction with the 9th and 10th Amendments. The corporation known as STATE OF NEVADA is not the same as the original Nevada state republic and likewise has no authority to operate "courts".
- H. Respondents' predecessors and superiors have admitted the lack of authority of any tribunal acting as a corporate body. *Clearfield Trust Co. v. United States*, 318 U.S. 363-371 (1942).
- I.Even in Respondent's fictitious corporate system, once jurisdiction is challenged, it must be proven.



- J. It is a fundamental maxim of both common law and of such procedures as are claimed to be used in the statutory corporate system, that subject matter jurisdiction may be challenged at any time. Respondents have acted and continue to act at all times entirely without subject matter jurisdiction.
- K. Respondent code enforcers enforce no law. Agents of the corporate state are mere servants who have no authority to enact law. This includes agents of STATE OF NEVADA doing business as its "legislature". All earthly law belongs to the people, not to corporate agents merely acting as legal fiction persons. Claimant is one of the people. Respondents are also people and are being considered as such in this Notice, but have acted against Claimant in their legal fiction roles as corporate "persons". This presumed duality provides them with no defense for the actions taken by their living selves. Respondents as living men and women will not be shielded from liability due to their agency status or due to claims of ignorance. The acts Respondents are all part of are contrary to the law of God and would even be considered *malum in se* as well as *malum prohibitum* according to the Roman Civil law which Respondents' superiors and predecessors emulate.
- L. Respondents continue to harm Claimant through beatings and deprivation of prescribed medication thereby trespassing on his common law, God-given, unalienable rights to be free to live his life free from interference from corporate employees operating to generate corporate revenue.
- M. None of the acts committed to date by Respondents or their agents are authorized by any oath of office they may have taken, in part because such "oaths" are either absent or constitute loyalty oaths to their corporate principals. Respondents either failed to take an oath of office or took oaths to the corporate charter.
- N. Respondent BAR members have accepted titles of "nobility or honour" from a foreign power. The original Thirteenth amendment to the 1781 Constitution for the united States of America prohibits anyone who has received or retained such emoluments as the title of attorney at law or esquire, from holding any office of public trust. Said original Thirteenth Amendment was unanimously ratified by all existing states by 1824. It reads in full as follows:

"If any citizen of the United States shall accept, claim, receive, or retain any title of nobility or honour, or shall without the consent of Congress, accept and retain any present, pension, office, or emolument of any kind whatever, from any emperor, king, prince, or foreign power, such person shall cease to be a citizen of the United States, and shall be incapable of holding any office of trust or profit under them, or either of them."

It has never been repealed. None of the Respondent attorneys are therefore entitled to serve in positions of public trust. Any purported acts they perform, including the creation of corporate "court orders" are therefore void *ab initio* and of no effect.

O. Respondent agents of the RENO entities operating as if they were courts are not courts because they do not meet the definition of being "the sovereign and his suite", set out in their own Black's Law Dictionary (4th Ed). They are corporate entities having no authority or jurisdiction over Claimant as a living human being, even under contract theories. Those



Respondents who operate said corporate tribunals are operating a fraud and public nuisance. All Respondents herein profit, directly or indirectly, from various contracts said to exist between their corporate principals and other corporations posing as federal and state governmental as well as with non-governmental corporations. Such contracts generate profits through trade on the stock exchange. As agents of said corporation(s), Respondents are obligated to work solely for the financial interests of their corporate employer(s) regardless of the Constitutional, common law, and/or natural law rights of the Claimant. Respondents' allegiance to their corporate employers presents a conflict both with common law and with God's law, which Congress acknowledged in 1982 via P.L. 97-280 to be supreme. Part of God's law and the common law which serves it, states: "No man can serve two masters: for either he will hate the one, and love the other; or else he will hold to the one, and despise the other. Ye cannot serve God and mammon". Holy Bible, KJV, Matthew 6:24.

IV. NOTICE OF POTENTIAL LIABILITY

A. Any further acts by any Respondent in continuing to exercise non-existent subject matter jurisdiction or other claim of authority may result in full liability for trespass upon Claimant's common law rights. Such tort liabilities may include, without limitation, assaults and batteries, and attempted murder, including threats and acts of kidnapping, false imprisonment, and extortion.

B. In the absence of subject matter jurisdiction on the part of either corporate tribunal above named, all Respondents may be monetarily liable for trespass upon Claimant's common law unalienable rights.

C. The above Notices are legal and lawful notices. Respondents may deny said Notice ONLY by serving the natural woman, Debra McCabe above named at paragraph I(I), by certified, restricted delivery U.S. Mail, with return receipt, to the address indicated hereinabove for said Debra McCabe within Seven (7) days after the delivery of this Notice. Thereafter, the liabilities listed above may not be denied or avoided by parties named in this Notice, their agents and principals.

V. FEE SCHEDULE

A fee schedule is included herein for the purpose of compensating Claimant for the harm, injury and losses which Respondents have caused to himself and his mother. The liabilities referenced in the within schedule are based on the multiple tortious acts and trespasses committed by and continuing to be committed by Respondents individually as living men and women and not as corporate actors or based on any theory of *respondeat superior* or the state of solvency of any corporate principal. Monetary compensation set forth in this Fee Schedule is in addition to and not in substitution for any equitable injunctive or declarative relief to which Claimant is entitled due to past and ongoing kidnappings, false imprisonments, intentional inflictions of mental distress, torture, assaults, batteries, statutory murder for hire, and acts of attempted murder which Respondents, acting in concert, continue to inflict upon Claimant. The contract terms which Respondents and their agents and principals may accept as set forth hereinabove, include without limitation, the following provisions:



A.KIDNAP, TORTURE, FALSE IMPRISONMENT, AND MURDER OF CLAIMANT'S MOTHER. Compensation for the pain and suffering Respondents caused to Claimant's mother, Susan Gillygus, during the summer of 2016 by hastening her October, 2019 death shall be in the sum of Ten Million UNITED STATES dollars, as that term is defined hereinabove.

B.TRESPASS TO AND CONVERSIONS OF PRIVATE PROPERTY. Compensation for the reduction in the fair market value of the private property which Claimant's parents assigned to him to administer shall be in the agreed sum of Five Million Dollars, representing the fair market value of the proceeds from the sale of the family home, the contents of the bank accounts and personal effects, including firearms, household goods and furnishings. This item of compensation does not include compensation for the pain and suffering caused during Respondents' kidnapping of Claimant from his Reno home, the 2019 kidnaps, batteries and false imprisonment in California, and the ongoing kidnaps and false imprisonments initiated in Missouri through the date of service of the within Notice. The parties agree that the common law of the people does not recognize that Respondents' liabilities are dischargeable *via* any corporately created statutory "bankruptcy", which is not a right recognized at common law or by the law of God.

C. INJUNCTIVE AND DECLARATORY RELIEF: Respondents are required to cease and desist in causing further loss or harm to Claimant and whatever is left of the trust property which they have been stealing and converting to their own uses. In particular, upon default or other forms of acquiescence, Respondents shall be enjoined from further efforts to keep Claimant imprisoned. Respondents shall forthwith restore to Claimant his freedom, his personal belongings, and his unique biological property in the form of DNA, fingerprints, and mug shots, which Respondents directly or indirectly appropriated from him and converted to their own uses. Respondents shall be enjoined from further disposal of trust property, or the creation of any new documents that would purport to invalidate the provisions Claimants' parents had made for the trust property. Respondents shall be further enjoined from placing any conditions upon their release of Claimant from their kidnapping of him. All documents purporting to accuse Claimant of any corporate offense or common law crime in connection with his rescue of his mother either in the past or thereafter shall be and are hereby admitted to be void and of no effect.

D. FURTHER TRESPASSES UPON CLAIMANT'S RIGHTS: In the event that any Respondent refuses upon receipt of this Notice to cease his or her own participation in the ongoing kidnap and attempted murder of Claimant Roger Hillygus or participates in further acts of thievery, common law battery, kidnapping, attempted murder or false imprisonment of said Respondent shall be further liable on a daily basis for such acts of common law trespass as follows:

- (1) First trespass: Ten Thousand UNITED STATES dollars, as defined hereinabove.
- (2) Second trespass: One Hundred Thousand UNITED STATES dollars, as defined hereinabove.
- (3) Third and subsequent trespasses: Five Hundred Thousand UNITED STATES dollars, as defined hereinabove.



Said liabilities shall commence upon the date that this Notice is received until Respondents' tortious conduct ceases. Each Respondent shall be jointly and severally liable for said daily sums as set forth hereinabove, upon any finding or judgment of liability.

- E. BOND: Those Respondents who act as agents for corporations masquerading as "government" entities or their contractors have failed to take lawful oaths of office upholding the law of the original Nevada republic or the Constitution for the united states of America. In the absence of any such lawful oaths, no bond of record for any Respondent is valid or adequate for the liabilities being incurred herein.
- F. LIABILITY FOR PAST ACTS OF COMMON LAW KIDNAP, ATTEMPTED MURDER AND RELATEDTRESPASSES: Upon a finding, admission, contract or judgment affirming Respondents' liabilities created during Respondents' kidnapping of Claimant from his Reno home, the 2019 kidnaps, batteries and false imprisonment in California, and the ongoing kidnaps, batteries, false imprisonments and attempted murder initiated in Missouri through the date of service of the within Notice, compensation for the pain and suffering thereby caused shall be set at the lump sum of Thirty Million UNITED STATES dollars.
- G. FAILURE TO PAY: In the case of failure to pay any fees within thirty (30) days of presentment of a Bill following the entering of a Binding Judgment, Respondents each agree that his or her property wherever situated is subject to lien, levy, distraint, distress, certificate of exigency, impound, execution, his or her income subject to garnishment, and all other lawful, equitable, and/or commercial remedies, including without limitation, injunction and ejectment.
- H. RECOUPMENT OF LIABILITIES: Respondents are hereby prohibited from directly or indirectly seeking recoupment of losses incurred due to any terms of this Contract, from his or her customers, constituents, or members of the public at large.

ACKNOWLEDGMENT OF CLAIMANT

I, Donna Cartwright, Claimant herein, as the living woman, do herewith affirm and declare under according to my potential liability for common law perjury and as I shall answer unto God, that I am competent and of lawful age to state the matters set forth herein, that they are true and correct, complete, not misleading, and in accordance with the first hand knowledge and directives of Claimant Roger Hillygus, as further set forth in the attached message to me from him following his review of the above and foregoing NOTICE.

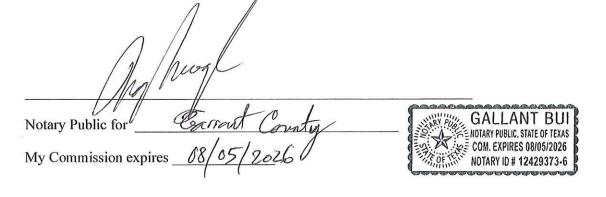
Dated this 22 day of may in the Year Two Thousand Twenty-three.

By: Claimant Donna Cartwright, for Claimant Roger Hillygus, theliving man, Sui juris, OUTSIDE STATE OF NEVADA and STATE OFTEXAS

NOTARY ACKNOWLEDGEMENT

IN WITNESS WHEREOF Donna Cartwright, having first been duly sworn upon her oath under penalty of perjury, autographed the above and foregoing Acknowledgement, dated May <u>22</u>, 2023, in my presence on the land mass known as Tarrant County, Texas on this <u>32</u> day of May in the Year Two Thousand and Twenty-Three.





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

AFFIDAVIT OF CLAIMANT

The undersigned Donna Cartwright, having first been duly sworn upon her oath and under penalty of perjury, states of her own personal knowledge and based on the expressed statements of Claimant Roger Hillygus, who has granted her power of attorney for this purpose and has approved the contents of this Notice and Affidavit, that the following facts are true and correct:

Status and Standing

- 1.Claimant Roger Hillygus, the living man is one of the people or their posterity referred to in the Preamble to the U.S. Constitution. Claimant is of California but has been domiciled on the land in the territory known as Texas where he hopes to return. He is being kidnapped and kept in a locked facility in Reno, Nevada. He reserves the right to "define the moral, political, and legal character" of his life, as is conceded to be his right. Executive Order 13132 Sec. 2(d) (8/10/99).
- 2. Since the 1935 enactment of the corporate bylaw known as the Social Security Act, and the implementation of State issued Birth Certificates, State corporate entities have created the legal fiction concept known as *parens patriae* to assume unconstitutional authority over children through parents' signatures on Birth Certificates documents, executed without corporate agents having first fully disclosed such secret presumptions to the parents.
- 3. Claimant Roger Hillygus, born November 9, 1966 in California, hereby disavows any presumption that any corporate State used or uses in connection with any of the documents associated with his birth, created a legal fiction "person" by using his name, whether by using *parens patriae* or any other theory created by agents of a corporation fiction.
- 4.Once the hospital where he was born transferred or sold Claimant's birth documents to the corporate state known as STATE OF CALIFORNIA, its agents then fraudulently and with no notice to or consent from his father or mother, created at least one new legal fiction entity known as a "person", which it then falsely attributed to Claimant Roger Hillygus, the man, so as to use the legal fiction, which it labeled ROGER HILLYGUS, in order to earn profits through contract-dependent investments.
- 5. Parents are not lawfully enabled without their knowledge or consent to indebt, pledge, conscript, or otherwise enter their sons and daughters into any form of bondage, debt, peonage, or enslavement. Any deemed parental "consent" to terms and conditions of a contract that are undisclosed is meaningless and evidence of fraud, thereby rendering any resulting presumed



contract null and void *ab initio*. Any presumption that Claimant's parents knowingly pledged him to the corporate State is hereby rebutted.

- 6. Claimant is not a legal fiction "citizen", "person", "resident" or employee of the entity variously known as UNITED STATES, united States of America, United States of America, UNITED STATES CORPORATION COMPANY, its subsidiaries, affiliates, franchisees or contractors, whether or not known by other names and legal fictions.
- 7. Claimant may not be considered to be chattel property, a transmitting utility, a British or Vatican subject, employee of the STATE OF CALIFORNIA or STATE OF NEVADA or the UNITED STATES corporations, an employee of either corporate tribunal above named, or of any other corporate "government". Claimant is also not a *cestui que vie* trust, a vessel, lost or misplaced cargo, a corporate fiction "person", a corporation, a ship, a dead body, a patient, a client or a slave. Respondents' statutes and codes apply only to legal fiction persons, not to living men and women, such as Claimants.
- 8. Claimant reserves his right to choose when to be in contract with a corporation. *Merrion v. Jicarilla Apache Tribe*, 455 U.S. 130, 144-148 (1982).
- 9. Claimant hereby denies having ever knowingly consented to be in contract with any of the above named Respondents or their corporate employers or principals, whether or not any of them acted under any actual or apparent authority of said corporations.
- 10. Claimant hereby denies that he ever consented to subject matter jurisdiction or personal jurisdiction being exercised over him or the all caps entity under the auspices of any of the above referenced corporate item numbers, because not one of the above named Respondents, whether as agents, employees, officers, or contractors is lawfully authorized to act on behalf of any lawful non-corporate *de jure* court.
- 11. Claimant was never lawfully entrusted to the State despite any corporate fiction to the contrary created by his parents' signatures on his birth certificate documents. Neither of Claimant's parents ever had any intention of delivering him to the custody of the corporate State.
- 12. Claimant hereby renounces, as he intends to do later by separate Notice, any presumptions created by his signatures on voter registration documents in Lyon County, Nevada, or Washoe County, Nevada, because his signatures were induced by corporate agents' failure to disclose material facts regarding any such presumptions.
- 13. Claimant herein repudiates his corporate UNITED STATES presumed "citizenship" and, despite having at times unwittingly agreed to act as a UNITED STATES citizen, states that he has since learned that UNITED STATES is a private, for profit corporation and it would be impossible to be a citizen of a legal fiction construct.

Representations and non-disclosures

14.Claimant is and was at all times entitled to a "court of record" as part of a republican form of government provided in the U.S. Constitution and also according to the representations of the



Nevada Constitution. Black's Law dictionary (4th Ed.) defines a "court of record" to be, among other qualities, one which administers the common law according to the superior law of the Creator, common law being the only law of the land referred to in Respondents' Constitution.

- 15. None of the Respondents are employees or agents of a court of record because they are not courts and do not administer common law. Their BAR member Respondents, while having superior knowledge of legal matter and a duty to disclose, concealed these material facts and the nature of Respondents' corporate operation from Claimant Roger Hillygus.
- 16. Respondents have at all times refused to disclose the financial interests of their employers, agents, and principals in the federal and state contracts which profit from the threats of violent abduction Respondents have made and carried out.
- 17. Respondents have undisclosed pecuniary as well as penal interests in the outcome of any purported prosecution being brought against the all caps entity that Respondents falsely claim is the equivalent of the man, Roger Hillygus. None of the Respondents herein or their agents holding the title of "judge" may lawfully or legally sit in judgment of Claimant Roger Hillygus because to do so would be tantamount to being judges of their own cause. It is a maxim of law that no one can be at once judge and party.
- 18. Respondent Breslow continues to attempt to force Claimant to tolerate being "represented" by BAR members, including without limitation Respondents Katherine Reynolds and Krishna Prasad, agents of one or more private corporations as indicated hereinabove. Respondent Breslow fraudulently concealed from Claimant the existence of a legal presumption regarding attorney representation which is created or observed by Breslow's employer or principal, the corporate tribunal. That presumption is set out in Black's Law (4th Ed.), i.e. to the effect that the client of an attorney is a child, incompetent or a ward of the State. Claimant is none of those beings. Claimant refuses to be bound by any statements whether oral or written which purport to have been made on his behalf by any so-called "court-appointed attorney" and hereby disavows any claims of authority by any such attorney to act in any manner on behalf of Claimant.
- 19. Claimant is not the surety for the all caps entity Respondents portray him as.
- 20. Claimant Roger Hillygus has never consented and does not now consent to the monetization of the various spellings of his name by any corporate employer, principal of any Respondent herein.
- 21. Claimant was never informed about, nor does he consent to any such utilization of his name through the Court Registry Investment System being used to generate profit for Respondents and their agents.
- 22. All prior participation, if any, in the above specified corporate proceedings by Claimant Roger Hillygus was induced by duress, intimidation, and coercion, created by threats and acts of violence and acts of common law trespass to his God- given rights.
- 23. Claimant Roger Hillygus affirms the truth of all statements contained in the within Notice. He refuses to be bound by any presumptions created without his freely given, voluntary, written consent following prior disclosure of all material facts.



24. Authorization for sharing of personal and private information may only be given by the originator and subject of that information. That authorization is hereby denied and refused with regard to the Claimant described herein.

NOTICE TO AGENT IS NOTICE TO PRINCIPAL AND NOTICE TO PR INCIPAL IS NOTICE TO AGENT

The undersigned Donna Cartwright, declares under penalty of perjury and as she shall answer unto God, that the statements made in the above and foregoing Notice were affirmed by Roger Hillygus to be true and correct, and that he has specifically authorized her to act on his behalf for these purposes.

Donna Cartwright, Affiant
Claimant/Agent for Roger Hillygus
WITHOUT STATE OF TEXAS

CKNOWLEDGEMENT

Subscribed and sworn to before me, the undersigned notary public, this <u>22</u> day of May, 2023 by Donna Cartwright, whose autograph above I witnessed on this date on the land mass known as Tyrrant County, Texas.

Notary Public

My Commission Expires: _

OF TO

GALLANT BUI ENOTARY PUBLIC. STATE OF TEXAS COM. EXPIRES 08/05/2026

