IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FILED
SEP 2 4 2013
9-24-13
THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT

Quincy Cornell

Plaintiff,

vs.

EILEEN O'NEILL BURKE In her individual capacity; MICHAEL J. SCHASSBURGER In his individual and official capacities; and MICHAEL MALONE In his individual and official capacities

Defendants

Case No. 1:13-cv 04833

JUDGE CHARLES P. KOCORAS

PLAINTIFF'S OPPOSITION TO DEFENDANT'S 12(b)(6) MOTIONS TO DISMISS

PLAINTIFF'S RESPONSE AND OPPOSITION TO DEFENDANT'S MOTION TO DISMISS

NOW COMES Plaintiff Quincy Cornell, in Response and Opposition to Defendants' 12(b)(6) Motions to Dismiss, states the following: on or about July 3, 2013, Plaintiff brought an action against State Officials, in their respective official and individual capacities, and the Corporation of political subdivision. These State Officials who, while acting under the color of law, did willfully and with intention deter, suppress, or otherwise breach some rights of Plaintiff guaranteed and protected by the Federal Constitution, particularly the 1st, 4th 7th, and 14th Amendments.

Statement

The motions to dismiss by Defendant(s) states that they were performing judicial functions and are therefore entitled to qualified, Quasi- qualified, and absolute judicial immunity. I content, with substantial case law and constitutional fact, when a person is denied their rights under statutory and constitutional law, it is not a judicial function and beyond judicial capacity. "*When acting to enforce a statute and its subsequent amendments to the present date, the judge of the municipal court is acting as an administrative officer and not in a judicial capacity; courts in administering or enforcing statutes do not act judicially, but merely ministerially*". Thompson v. Smith, 154 SE 583. Absolute immunity, without reasonable limits, allows judges and their decisions to be elevated above the constitution. This would void Constitutional government and allow dictatorship. The presence of malice and the intention to deprive a person of his civil rights is wholly incompatible with the judicial function. When a judge acts

intentionally and knowingly to deprive a person of his constitutional rights she exercises no direction or individual judgment; she acts no longer as a judge, but as a "minister" of her own prejudices. U.S Supreme Court Reports, PIERSON V. RAY, 386 U.S. 547 (1967) 386 U.S PIERSON ET AL. v RAY ET AL. Judicial immunity is lost when a judge lacks jurisdiction. "*When a judge knows that he lacks jurisdiction or acts in the face of clearly valid statues expressly depriving him of jurisdiction, judicial immunity is lost.*" Rankin v. Howard, (1980) 633 F.2d 844, cert den. Zeller v. Rankin. 101 S. Ct 2020, 451 U.S 939, 68 L.ed 2d 326. Judicial immunity may only extend to all judicial acts within the courts jurisdiction and judicial capacity, but it does not extend to either criminal acts, or acts outside of official capacity or in the 'clear absence of all jurisdiction.' see Stump v. Sparkman 435 U.S. 349 (1978).

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[1]Note: Judges have given themselves judicial immunity for their judicial functions. Judges have no judicial immunity for criminal acts, aiding, assisting, or conniving with others who perform a criminal act or for their administrative/ministerial duties, or for **violating a citizen's constitutional rights**. When a judge has a duty to act, she does not have discretion – she is then not performing a judicial act; she is performing a ministerial act.

Nowhere was the judiciary given immunity, particularly nowhere in Article III; under the Constitution, if judges were to have immunity, it could only possibly be granted by amendment (and even less possibly by legislative act) as Article I, Sections 9 & 10, respectively, in fact expressly prohibit such, stating, "No Title of Nobility shall be granted by the United States" and "No state shall… grant any title of Nobility."

Article III, Sec. 1, "The Judicial Power of the United States shall be vested in one Supreme Court, and in such inferior courts, shall hold their offices during good behavior."

[2] Tort & insurance law Journal, Spring 1986 21 n3, p 509-516, "Federal tort law: judges cannot invoke judicial immunity for acts that violate litigants' civil rights." – Robert Craig Waters.

<u>Cooper v. Aaron, 358 U.S 1, 78 S. Ct 1401 (1958)</u>

Note: Any judge who does not comply with his oath to the Constitution of the United States wars against that Constitution and engages in acts in violation of the supreme law of the land. The judge is engaged in acts of treason.

The U.S Supreme court has stated that "no state legislator or executive or judicial officer can war against the constitution and engages in acts in violation of supreme law of the land. The judge is engaged in acts of treason.

<u>Pulliam v. Allen, 466 U.S. 522 (1984); 104 S. Ct. 1781, 1980, 1981, and 1985</u>

In 1996, Congress passed a law to overcome this ruling which stated that judicial immunity doesn't exist; citizens can sue judges for prospective injunctive relief.

"Our own experience is fully consistent with the common law's rejection of judicial immunity. We never had a rule of absolute judicial immunity. At least seven circuits have indicated affirmatively that there is no immunity… to prevent irreparable injury to a citizen's constitutional rights..."

Article six of the United States Constitution clearly states, where there are conflicts of law, the U.S Constitution is the supreme law of the land because it was created first by the sovereign people. It says so right in the contract itself: "*This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be*

the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding." [Art. VI United States Constitution]

Therefore, judges are bound by the Constitution, and a paragraph in the U.S. Code does not relieve a judge of this duty or allow for unconstitutional judgments to stand.

I. DEFENDANT'S CLAIM OF ABSOLUTE IMMUNITY IS BARRED BY VIOLATIONS OF THE CONSTITUTION.

The Defendant, Judge Burke, individually and in her capacity as Circuit Judge, using the power given to her by the state of Illinois, did violate the Plaintiff's Constitutional and civil rights as defined in the complaint. Relief is possible when a person in the position of a Judge does knowingly disregard the constitutional and civil rights of others, her Oath of Office, and the Illinois Supreme Court rules Code of Conduct. When a Judge steps beyond the boundaries that define her powers as a judge, she then becomes an individual and is therefore responsible for her actions as such. Art. VI, Clause 2 of the United States Constitution *"This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding."* Absolute immunity is contrary.

There can be no immunity granted to Defendant(s) for the following reasons:

- Jurisdiction was not proven on the record
- Judge Burke allowed Fraud upon the court
- There was no Probable cause for arrest

A. JUDGE BURKE ACTED WITHOUT SUBJECT-MATTER JURISDICTION.

On September 15, 2011, Plaintiff filed an affidavit pleading/answer to the complaint and Rule to show cause filed by the Plaintiff in case No. 11 M1 500768. See *NOTICE OF ANSWER AND COUNTERCLAIM* attached as Exhibit A. Said affidavit pleading was/is unrebutted "*An unrebutted affidavit stands as truth in commerce*". See Commercial law maxims on affidavits. Plaintiff noticed the court in the following statement:

> *"COMES NOW Quincy Cornell, a Real Party in Interest and authorized representative for QUINCY CORNELL, who is neutral in the public, who is unschooled in law, and making a* ***special appearance before this court*** *under the supplemental rules of Admiralty, Rule E(8),* ***a restricted appearance, without granting jurisdiction****, and notices the court of enunciation of principles as stated in Haines v. Kerner, 404 U.S. 519, wherein the court has directed that those who are unschooled in law making pleadings and/or complaints shall have the court look to the substance of the pleadings rather in than the form, and hereby makes the following pleadings/notices in the above referenced matter without waiver of any other defenses.*

NOTICE: The alleged (Darren L. Besic, #30103, attorney, for having failed to put in a notice of appearance nor to put any power of attorney into the appropriate court) Attorney for Plaintiff having failed of protocol has failed to state a claim upon which relief can be granted. In international law and according to the law of the land, agents of a foreign principal are required to file any pretended claim in the appropriate district court prior to exercising rights to that claim. ***The district courts have "exclusive original cognizance" of all inland seizures and this includes vessels in rem (Rule C(3)) such as trust organizations and legal names*** *"...the United States, ... within their respective districts, as well as upon the high seas; (a) saving to suitors, in all cases, the right of a common law remedy, where the common law is competent to give it; and shall also* ***have exclusive original cognizance of all seizures on land,..."*** *The First Judiciary Act; September 24, 1789; Chapter 20, page 77. The Constitution of the United States of America, Revised and Annotated - Analysis and Interpretation - 1982; Article III, §2, Cl. 1 Diversity of Citizenship, U.S. Government Printing Office document 99-16, p. 741.*

This fact of protocol - filing a claim in district court according to international law - is beyond dispute and extends into antiquity: "Meanwhile those who seized wreck ashore without a grant from the Crown did so at their peril." Select Pleas in the Court of Admiralty, Volume II, A.D. 1547-1602; Introduction - Prohibitions, Note as to the early Law of Wreck, Selden Society, p. xl, 1897." See Exhibit A, Page 1.

As noted in the highlighted text in bold, Plaintiff Challenged and did not consent to the presumption of jurisdiction by the court. Jurisdiction is of two kinds, of the subject matter and of the person, and both must concur or the judgment will be void in any case in which a court has assumed to act, the difference being that jurisdiction of the subject-matter given by law cannot be conferred by consent, while jurisdiction of the person may be obtained by consent. Rabbit v. Frank c. Webber & Co. 130 N.E. 787, 788 "*Once jurisdiction is challenged, the court cannot proceed when it clearly appears that the court lacks jurisdiction, the court has no authority to reach merits, but, rather, should dismiss the action.*" Melo v. US, 505 F2d 1026. However, Judge Burke allowed the court to proceed absent proof of jurisdiction "*If any tribunal (court) finds absence of proof of jurisdiction over person and subject matter, the case must be dismissed.*" Louisville RR v. Motley, 211 U.S. 149, 29 S Ct. 42 (1908)."*The law requires proof of jurisdiction to appear on the record of the administrative agency and all administrative proceedings.*" Hagans v Lavine 415 U. S. 533. "*The burden shifts to the court to prove jurisdiction.*" Rosemond v. Lambert, 469 F2d 416. "*Court must prove on the record all jurisdiction facts related to the jurisdiction asserted.*" Lantana v. Hopper, 102 F. 2d 188; Chicago v. New York, 37 F. Supp. 150.

Defendant alleges that she had Subject-matter jurisdiction to hold Plaintiff in contempt. However, case law has stated that a court cannot simply allege jurisdiction "*A judge's allegation that he has subject-matter jurisdiction is only an allegation*". Lombard v. Elmore, 134 Ill.App.3d 898, 480 N.E.2d 1329 (1st Dist. 1985), Hill v. Daily, 28 Ill.App.3d 202, 204, 328 N.E.2d 142 (1975) "*A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in the first instance.*" Rescue Army v. Municipal Court of Los Angeles, 171 P2d 8; 331 US 549, 91 L. ed. 1666, 67 S.Ct. 1409. There was/is no evidence on the record of case No. 11 M1 500768 proving jurisdiction. Until the plaintiff submits uncontroversial evidence of subject-matter jurisdiction to the court that the court has subject-matter jurisdiction, the court is proceeding without subject-matter jurisdiction. Loos v American Energy Savers, Inc., 168 Ill.App.3d

558, 522 N.E.2d 841(1988)("*Where jurisdiction is contested, the burden of establishing it rests upon the plaintiff.*"). Also see Bindell v City of Harvey, 212 Ill.App.3d 1042, 571 N.E.2d 1017 (1st Dist. 1991). The Plaintiff and judge Burke assumed and did not proof jurisdiction in case No. 11 M1 500768 thus, rendering the entire proceeding void "*Thus, where a judicial tribunal has no jurisdiction of the subject matter on which it assumes to act, its proceedings are absolutely void in the fullest sense of the term.*" See Dillon v. Dillon, 187 P 27.

The only jurisdictional court that can hear matters of the People per the declared Supreme Law of the Land, the Constitution of the United States, and pursuant to the Illinois State Constitution, is a Court that functions pursuant to Article III Section 2 of the Federal Constitution where all officers of the court are bound and abide by their required Oaths of Office and all laws pursuant to the Constitution are upheld including the Bill of Rights and all aspects of due process of law. American Citizens are lawfully entitled to a Court of Constitutional competence and proper jurisdiction, operating under Article III of the federal Constitution, providing and upholding due process of law, in which all of our Constitutionally guaranteed rights are fully upheld and the presumption of innocence governs. For purposes of review, it has been said that clear violations of laws on reaching the result, such as acting without evidence when evidence is required, or making a decision contrary to all evidence, are just as much jurisdictional error as is the failure to take proper steps to acquire jurisdiction at the beginning of the proceeding. Borgnis v. Falk Co., 133 N.W.209. "*No sanction can be imposed absent proof of jurisdiction*". Stanard v. Olesen, 74 S.Ct.768. Without jurisdiction, the acts or judgment of the court are void and open to collateral attack. Mclean v. Jephson, 123 N.y.142,25 N.E. 409.

Under Federal law which is applicable to all states, the U.S Supreme Court stated that if a Court is "*without authority, its judgments and orders are regarded as nullities. They are not voidable, but simply void; and form no bar to recovery sought, even prior to reversal in opposition to them. They constitute no justification; and* ***all persons*** *concerned in executing such judgments or sentences, are considered, in law, as trespassers.*" Elliot v. Peirsol, Pet. 328, 340, 26 U.S. 328, 340 (1828). The U.S Supreme Court, in Scheuer v Rhodes, 416 U.S. 232, 94 S.Ct 1683, 1687 (1974) stated that "*when a state officer acts under a state law in a manner violative of the federal Constitution, he comes into conflict with the superior authority of the Federal Constitution, and he is in that case stripped of his official or representative character and is subjected in his person to the consequences of his individual conduct. The state has no power to impart to him any immunity from responsibility to the supreme authority of the united states.*" By law a judge is a state officer. The judge then acts not as a judge, but as a private individual (in her person). The U.S Supreme Court has stated that "*No state legislator or executive or judicial officer can war with the constitution without violating his undertaking to support it*"

The court in Yates v. Village of Hoffman Estates, Illinois, 209 F,supp.757 (N.D.Ill. 1962) held that "*not every action by a judge is in exercise of his judicial function. ..it is not a judicial function for a judge to commit an intentional tort thought the tort occurs in the courthouse.*" Any judge who does not comply with his oath to the Constitution of the United States wars against that Constitution and engages in acts in violation of the supreme law of the land. The judge is engaged in acts of treason. Cooper v. Aaron, 358 U.S 1, 78 S. Ct 1401 (1958). If a judge does not fully comply with the constitution, then his orders are void, In re Sawyer, 124 U.S 200 (1888), he is without jurisdiction, and he has engaged in an act or acts of treason. When a judicial officer acts entirely without jurisdiction or without compliance with jurisdiction requisites he may be held civilly liable for abuse of process even though his act involved a decision made in good faith, that he had jurisdiction. State use of Little v. U.S. Fidelity & Guaranty Co., 217 Miss. 576, 64 So. 2d 697.

The Defendant also attempts to confuse the Court by conflating the instance of Plaintiff's unlawful arrest with Judge Burke's void order for possession. They are not related. If they are, then why was the order for contempt drafted after Plaintiff was unlawfully arrested? From the time the clerk called the case to when Plaintiff was arrested was about 3-5minuts. As stated in the complaint, while being removed, Plaintiff asked Judge Burke to see a lawful warrant granting the reasonable seizure of Plaintiff and his property. Plaintiff was not provided with any lawful warrant. Defendant Burke did not draft the order for contempt until Plaintiff was arrested and taken to the Daily center lock up. There was no mention of an order for possession by Judge Burke at the hearing on November 1, 2011. While Plaintiff was stating his status before the court, Judge Burke ordered the arrest of Plaintiff for not approaching the bench simply to silence Plaintiff. Judge Burke ordered the unlawful arrest of Plaintiff for exercising his constitutionally guaranteed right to be heard before the court, not because he allegedly failed to comply with her void judgment order for possession.

For arguments sake, let's say that Judge Burke did arrest Plaintiff for noncompliance with the judgment order, she still violated Plaintiff's 14th Amendment right to be heard in the matter as this was the sole purpose for the Rule to show cause hearing. Since the judge is required to uphold all of the Constitutional mandates, pursuant to her oath, and since Judge Burke failed to uphold all aspects of due process of law and other rights referenced herein, then, it is abundantly clear that the Court in case No. 11 M1 500768 was/is not an Article III Court, as ordained under the Judicial Branch of government. Thus, said Court lacked subject-matter jurisdiction to proceed in the underlying matter "*Where a court failed to observe safeguards, it amounts to denial of due process of law, the court is deprived of jurisdiction.*" See Merritt v. Hunter, C.A. Kansas 170 F2d 739. Also see Johnson v. Zerbst, 304 U.S., 458, 468. "*If the Bill of Rights is not complied with, the court no longer has jurisdiction to proceed. The judgment...*

pronounced by a court without jurisdiction is void..." See Cohens v. Virginia, 19 U.S. (6 Wheat) 264, 404, 5 L.Ed 257 (1821) "A judge acting without subject-matter jurisdiction is acting without judicial authority."

B. JUDGE BURKE ALLOWED FRAUD UPON THE COURT.

Judge Burke did not have subject-matter jurisdiction in the underlying matter for the following truthful, valid, and lawful reasons which include, but are not limited the following:

1. Plaintiff in case No. 11 M1 500768 failed to prove on the record that any notarized and valid contract or corporate resolution binding Plaintiff and alleged Counsels describing the specific lawfully granted scope, authorities, responsibilities, privileges, and any immunities thereto. See Rundle v. DELAWARE 7 RARITAN CANAL COMPANY, 55 U. S. 80 "*A CORPORATION cannot sue or otherwise contend with a living natural man or woman*"
2. Upon demand by Quincy Cornell, said Council failed to lawfully prove that they were not third party debt collectors operating on their own behalf and interest in the underlying matter. See In re Village of Willowbrook, 37 Ill, App. 3d 393(1962), "*..Fraud upon the court*"
3. Upon demand by Quincy Cornell, Plaintiff failed to have any material fact witness appear, be deposed, cross examined, or allowed to respond to interrogatories by Quincy Cornell in order to establish and prove on the record any valid relationships and facts involving authority, injury, if any, and proof of interest. FR Civ P, Rule 17(a), "*an action must be prosecuted in the name of the real party in interest*" See interrogatories sent to Judge burke and Council attached as Exhibit B.
4. Councils, after numerous demands from Quincy Cornell, by letter of interrogatory (see Exhibit B) failed to prove via copies of their timely filed Oaths, good/faith/surety bonds, and valid malpractice insurance, that they were statutorily complaint and able to function as officers of the court and able to practice law before the court. See Fredman Brothers Furniture v. Dept of Revenue, 109 Ill. 2d 202, 486 N.E 2d 893,."*Fraud committed in procurement of jurisdiction..*"
5. Councils used inadmissible evidence and tacitly acquiesced that a "copy" of any writing, especially unverified, is not a contract in fact, and does not rise to the level of evidence, neither prima facia nor conclusive.."*Only the original contract and not a copy proves standing to sue*" See In Re: SMS Financial LLc. v. Abco Homes, Inc. No.98-50117See Pg 2 count 1, Item 3Exhibit B

6. There was no witness with evidence incorporating records proving personal knowledge of the alleged Chase bank, account, contract, or general ledger bookkeeping. Illinois and Federal Rules of evidence ART. VI Rule 602. "Need for Personal Knowledge". See Pacific Concrete F.C.U. V. Kauanoe, 62 Haw.334, 614 P.2d 936 (1980), *"To prove up claim of damages, foreclosing party must enter evidence incorporating records such as a general ledger and accounting of an alleged unpaid promissory note, the person responsible for preparing and maintaining the account general ledger must provide a complete accounting which must be sworn to and dated by the person who maintained the Ledger".* Also see GE Capital Hawaii, Inc. v.Yonenaka 25 P.3d 807, 96 Hawaii 32, (Hawaii App 2001),Fooks v. Norwich Housing Authority 28 Conn. L. Rptr. 371,(Conn. Super.2000), and Town of Brookfield v. Candlewood Shores Estates, Inc. 513 A.2d 1218, 201 Conn.1 (1986). See also Solon v. Godbole, 163 Ill. App. 3d 845, 114 Il.
7. Counsels failed to prove jurisdiction which was challenged by Quincy Cornell. *A court "cannot confer jurisdiction where none existed and cannot make a void proceeding valid."* Gowdy v Baltimore and Ohio R.R. Company.: 385 III. 86, 92, 52 N.E. 2d 255 (1943).

Courts may not attempt to resolve controversies which are not properly presented to them for, if they should do so, it would violate not only the precepts of Constitutional due process, but would fly in the face of the American tradition of adversary litigation. In Re Custody of Ayala, 344 Ill.3d 574, 800 N.E.2d 524, 534-35 (1st Dis. 2003); Ligon v. Williams, 264 Ill.App.3d 701, 637 N.E.2d 633, 639 (1st Dis. 1994); In re Estate of Rice, 77 Ill.App.3d 641, 656-57, 396 N.E.2d 298, 310 (1979). Judge Burke, by her own actions, allowed the foregoing failures and allowed fraud upon the court thereby leaving the court in want of subject matter jurisdiction at minimum and repeatedly so. These failures of the court by said Judge's own actions, in contradiction to her sworn Oath and in direct opposition to the mandates of the National Constitution and established Rules of Procedure and Evidence, thereby rendered the court Constitutionally defective and without lawful jurisdiction. See State v. Sutton, 63 Minn. 147 65 NW 262 30 ALR 660, *"When any court violates the clean and unambiguous language of the Constitution, a fraud is perpetrated and no one is bound to obey it."* see World Wide Volkswagon v. Woodsen. 444 U.S., 286. 291. *"A judgment rendered in violation of due process is void."*

C. THERE IS NO PROBABLE CAUSE FOR ARREST IN A CIVIL MATTER.

Defendant states on page 6 of their Motion to Dismiss "Plaintiff seeks damages against Judge Burke because she held him in contempt." Again, Defendant attempts to confuse the court by stating that Plaintiff is suing simply because Judge Burke held him in contempt. This is not the case. Plaintiff is suing

for violations of his civil rights secured by the Constitution. Defendant relies on Berg v. Cwiklinski, a traffic court case for said claim. First, as demonstrated in the case law cited supra, Plaintiff did not refuse any orders as Judge Burke never had jurisdiction to order Plaintiff to do anything. *A judgment rendered by a court without personal jurisdiction over the defendant is void. It is a nullity"* Sramek v. Sramek, 17 Kan. App. 2d 573, 576-77, 840 P.2d 553 (1992), rev. denied 252 Kan. 1093 (1993). *"A void judgment cannot provide valid notice for a subsequent proceeding in circuit court."* Rector v. State, 6 Ark. 187 (1845). In Berg v. Cwiklinski, the Plaintiff was convicted at trial and later appealed to the Illinois court of appeals. Quincy Cornell was denied his 7th Amendment right to trial by jury and has brought suit in the proper District court for civil right violations, which is constitutionally compliant in venue and Subject-matter jurisdiction.

Judge Burke also alleges that she had subject matter jurisdiction to hold Plaintiff in contempt because Detinue is a common law action for recovery of chattel or its value thus, granting the court general jurisdiction. *A judge's allegation that he has subject-matter jurisdiction is only an allegation.* Lombard v. Elmore, 134 Ill.App.3d 898, 480 N.E.2d 1329 (1st Dist. 1985), Hill v. Daily, 28 Ill.App.3d 202, 204, 328 N.E.2d 142 (1975). Inspection of record of the case is the controlling factor. If the record of the case does not support subject-matter jurisdiction, then the judge has acted without subject-matter jurisdiction. *"If it could not legally hear the matter* ***upon the jurisdictional paper presented,*** *its finding that it had the power can add nothing to its authority, - it had no authority to make that finding."* The People v. Brewer, 328 Ill. 472, 483 (1928) Under the current Illinois Constitution, all courts have general jurisdiction; however in any proceeding based on an Illinois statute, the court immediately loses its general jurisdiction powers and becomes a court governed by the rules of limited jurisdiction. In Interest of M.V., 288 Ill.App.3d 300, 681 N.E.2d 532 (1st Dist. 1997) ("Where a court's power to act is controlled by statute, the court is governed by the rules of limited jurisdiction, and courts exercising jurisdiction over such matters must proceed within the strictures of the statute."); In re Marriage of Milliken, 199 Ill.App.3d 813, 557 N.E.2d 591 (1st Dist. 1990) ("The jurisdiction of a court in a dissolution proceeding is limited to that conferred by statute."); Vulcan Materials Co. v. Bee Const. Co., Inc., 101 Ill.App.3d 30, 40, 427 N.E.2d 797 (1st Dist. 1981) ("Though a court be one of general jurisdiction, when its power to act on a particular matter is controlled by statute, the court is governed by the rules of limited jurisdiction."); In re M.M., 156 Ill.2d 53, 619 N.E.2d 702 (1993) ("The legislature may define the `justiciable matter' in such a way as to preclude or limit the authority of the circuit court.

Without the specific finding of jurisdiction by the court in an order or judgment, the order or judgment does not comply with the law and is void. The finding cannot be merely an unsupported allegation as was the complaint filed in case No. 11 M1 500768. Detinue is a civil matter. In a civil matter

there is no probable cause to seek or issue body attachment, bench warrant, or arrest because it is a civil matter. The use of such instruments (body attachments, bench warrants, arrests, etc) presumably is a method to "streamline" for alleged contempt and circumventing the Fourth Amendment to the U.S Constitution, and is used as a debt-collecting tool using unlawful arrest and imprisonment to collect debt or collateral. There is no escaping the fact that there is no probable cause in a civil matter to arrest or issue body attachment. "Probable cause" to arrest requires a showing that both a crime has been, or is being committed, and that the person sought to be arrested committed the offense. *U.S Constitution Amend. 4 & ILL Constitution Art I Section VI.* Therefore seeking and/or issuing a body attachment, bench warrant, or arrest by the court in a civil case is against the law and the constitution. The Ninth Circuit of appeals (citing cases from the U.S. Supreme Court, Fifth, seventh, Eighth and Ninth Circuits)) " *by definition, probable cause to arrest can only exist in relation to criminal conduct; civil disputes cannot give rise to probable cause*"; Paff v. Kaltenbach, 204 F.3d 425, 435 (3rd Cir. 2000) The Fourth amendment prohibits law enforcement officers from arresting citizens without probable cause. See, Illinois v. gates, 462 U.S 213 (1983), therefore, no body attachment, bench warrant or arrest order may be issued. If a person is arrested on less than probable cause the United States Supreme court has long recognized that the aggrieved party has a cause of action under 42 U.S.C 1983 for violation of Fourth Amendment rights. Pierson v. Ray, 386 U.S. 547, 87 S.ct. 1213 (1967).

Again, if we pretend that Judge Burke had subject-matter jurisdiction, it was lost when she ordered the arrest of Plaintiff without probable cause and a lawful constitutionally compliant warrant. "*Jurisdiction, although once obtained, may be lost, and in such case proceedings cannot be validly continued beyond at which point Jurisdiction ceases*" Federal Trade Commission v. Raladam Co. U.S. 643, 75 L.ED. 1324, 51 S.Ct. 587. In that same scenario, (Burke having Jurisdiction) the order for contempt would still be void as it fails to comply with the U.S.C.A 4th Amend by not having an affidavit supported by Oath or affirmation, nor does it describe with particularity the place to be searched and the persons or things to be seized. A proper warrant must allow the executing officers to distinguish what may and may not be seized, and in this case it did not. See Anderson v. Maryland 427 U.S. 463, 480-82, (1976). United States v. Vargas-Amaya, 389 F.3d 901 (9th Cir. Cal. 2004)- (holding that district court lacks jurisdiction to consider defendant's allege violations of supervised release because warrant issued during term of defendant's supervised release was not based on facts supported by oath or affirmation as required by Fourth Amendment).

II. THERE IS AN EXCEPTION TO THE ROOKER-FELDMAN DOCTRINE WHEN THE PROCUREMENT OF FRAUD IS UPON STATE COURT PROCEEDINGS.

Defendant claims that this Federal court lacks subject matter jurisdiction. Defendant relies on the Rooker-Feldman doctrine to support this claim. For the record, Plaintiff does not seek a collateral attack on Judge Burke's orders for contempt and judgment for possession as they were/are void ab initio. Plaintiff seeks general and punitive damages for injuries caused by violations of Oaths of Office and civil rights of the Plaintiff by Defendant(s). The United States Court of Appeals for the Sixth Circuit have determined that Rooker-Feldman does not prevent the lower federal courts from reviewing state-court judgments that were allegedly procured through fraud. In Exxon Mobil (544 U.S. at 284, 291), the Court clarified that not all actions dealing with the "same or related question" resolved in state court are barred in federal court. Instead, a district court must retain a case that presents an "independent claim" even if, along the way, the claimant challenges or denies some conclusion reached by the state court. Powell v. American Bank & Trust Co., 640 F. Supp. 1568 (N.D. Ind. 1986) "*To sanction the preclusion of the plaintiffs' claim via res judicata under facts such as these would be to sanction the defrauding of any litigant by an opponent fast enough and shifty enough to get a state court order pertaining to the issues which the innocent litigant seeks to argue before a court. Surely res judicata was not created to protect such fraud upon the courts*" IN RE SUN VALLEY FOODS CO.NOS. 85-1354, 85-1517. 801 F.2d 186 (1986) *"There is, however, an exception to the general rule that precludes a lower federal court from reviewing a state's judicial proceedings. A federal court 'may entertain a collateral attack on a state court judgment which is alleged to have been procured through fraud, deception, accident, or mistake."*

In Goddard v. Citibank, the United States District Court for the Eastern District of New York cited In re Sun Valley Foods Co.'s fraud exception as an example of how a plaintiff can state an "independent claim" under the Supreme Court's clarification in Exxon Mobil. There, the defendant brought a successful foreclosure action in the state courts of New York. The plaintiff then brought an action in federal court, alleging the foreclosure judgment was improperly entered and that she, as a result of the improper judgment, had suffered a battery of injuries including a stroke. The court summed up the plaintiff's allegations as follows: "*The gravamen of Plaintiff's claim is that [the defendants] . . . misrepresented the facts to the state court in the foreclosure proceeding, and that [the trial court's] acceptance of these misrepresentations caused Plaintiff to suffer a stroke and violated her constitutional rights.*" While the court declined under Rooker-Feldman to vacate the state-court judgment, it allowed the plaintiff to proceed in her action for monetary damages, holding that her claims for damages *"are of the type held by the Court in Exxon Mobil to be independent from the state court judgment, because they*

allege fraud in the procurement of the judgment." The court thus allowed a lawsuit to proceed in federal court when its central issue would be the legitimacy of the New York state court's foreclosure judgment. Furthermore, the central issues in the plaintiff's case were, without exception, issues of state law: the parties' rights under the mortgage, the application of New York's foreclosure laws, and state torts allegedly resulting from the state court's application of those laws.

Goddard v. Citibank demonstrates what a fraud exception to Rooker-Feldman really means. It means a state court can decide an issue of quintessential state interest, the validity of a mortgage and the lender's foreclosure process, both creatures of state law—and that a federal district court can then sit as a quasi-appellate court for that state court, reviewing the strength of the evidence presented to the state court and the soundness of the state court's legal reasoning and holding. Courts in several cases have noted the existence of a fraud exception to Rooker-Feldman, but without citing In re Sun Valley Foods Co. Many do so by stating that an attack on the winning party's improper methods in obtaining a judgment is not really an attack on the judgment itself. These courts often look to Exxon Mobil for their support. For example, in Pondexter v. Allegheny County Housing Authority, the plaintiff alleged that the defendant *"committed fraud in the state courts by misleading the court regarding the amount of rent he owed."* The United States Court of Appeals for the Third Circuit held that, under Exxon Mobil's restriction of the Rooker-Feldman doctrine, *"this claim does not allege harm caused by a state court judgment, but instead challenges the manner in which the state court judgment was procured."* The United States District Court for the District of New Jersey reached a similar holding in Frame v. Lowe, stating, *"Fraud in the procurement of a judgment is an 'independent claim' that is not barred by Rooker-Feldman.*

The United States Court of Appeals for the Ninth Circuit has also developed a body of case law creating a fraud exception to Rooker-Feldman. In Kougasian v. TMSL, the court held that the plaintiff's assertions of extrinsic fraud in the procurement of the state-court judgment prevented Rooker-Feldman's application. The court explained, *"At first glance, a federal suit alleging a cause of action for extrinsic fraud on a state court might appear to come within the Rooker-Feldman doctrine. It is clear that in such a case the plaintiff is seeking to set aside a state court judgment."* The court went on, however, to state that *"a plaintiff alleging extrinsic fraud is not alleging a legal error by the state court; rather, he or she is alleging a wrongful act by the adverse party."* Thus, the court held Rooker-Feldman did not apply. In creating this exception, the Ninth Circuit relied on two sources: (1) California state law providing its courts with the equitable power to set aside judgments on grounds of **fraud**, mistake, or **lack of jurisdiction**; and (2) an 1878 Supreme Court case holding that, under Louisiana law, a judgment is a nullity if *"obtained through fraud, bribery, forgery of documents, &c. other improper means."*).

Judge Burke allowed fraud upon the court as outlined in subsection C. supra. Thus, the Defendants claim that this court lacks subject-matter jurisdiction due to the Rooker-feldman doctrine is moot. Garcia v. Cal. Dep't of Forestry & Fire Prot., No. CIV S-07-2770 GEB EFB PS, 2009 U.S. Dist. LEXIS 19229, at *19-21 (E.D. Cal. Mar. 12, 2009).118.451 F.3d 382, 392 (6th Cir. 2006) *("Plaintiff asserts independent claims that those state court judgments were procured by certain Defendants through fraud, misrepresentation, or mistake").* Kafele, 161 F. App'x at 490-91 *("The Rooker-Feldman doctrine does not preclude federal courts from reviewing claims alleging that the state court judgment was procured by fraud, deception, accident or mistake").* Plaintiff (Quincy Cornell) asserts as a legal wrong an allegedly illegal act: that Defendant violated their Oaths of office, the Constitution and Plaintiff's civil rights. Plaintiff is not seeking relief from a state court judgment. Rather, Plaintiff seeks to recover from injuries sustained as a result of Defendants' statutory and constitutional violations. As for Defendants argument that the issues raised herein are "inextricably intertwined" with a state court judgment, defendant again ignores the fact that there is no underlying state court judgment as it was procured through fraud and lack of jurisdiction. Accordingly, the Rooker–Feldman doctrine does not bar this court from exercising subject matter jurisdiction over this case.

III. QUALIFIED IMMUNITY IS NOT AVAILABLE, AS THE U.S.C.A 4th AMEND. RIGHT WAS CLEARLY ESTABLISHED.

Qualified immunity protects government officials performing discretionary functions from suit in their individual capacities. Government officials lose the defense of qualified immunity when their conduct violates clearly established statutory or constitutional rights of which a reasonable person would have known. Harlow v. Fitzgerald, 457 U.S 800, 818 (*there can be no objective reasonableness where officials violate clearly established constitutional rights such as- 4th amend (including Warrants Clause), 14th Amendment (due process an Equal protection.))* When a district court finds that a government official's conduct violated clearly established statutory or constitutional rights, the qualified immunity is lost and the plaintiff is allowed to proceed with his/her suit against the government official. Griffin industries, Inc. v. Irvin 496 f.3d 1189, 1200 (11th Cir. 2007)

Defendants claim that *"Plaintiff has not pled facts sufficient to demonstrate a clearly established right"* The "clearly established" inquiry does not require "a case directly on point." Ashcroft v. alKidd, 131 S. Ct. 2074, 2093 (2011). Importantly, to overcome a defense of qualified immunity, there need not be "*a published case involving identical facts, for otherwise we would be required to find qualified immunity wherever we have a new fact pattern.*" York v. City of Las Cruces, 523 F.3d 1205, 1212 (10th Cir. 2008) Rather, "*a general constitutional rule can apply with obvious clarity to the specific conduct in question, even though such conduct has not previously been held unlawful.*" Thus, the court must "look to the 'general constitutional rule.' (citing Casey v. City of Federal Heights, 509 F.3d 1278, 1284 (10th Cir.

2007)) *"Indeed, some constitutional violations are so "self-evident" that no particularized case law is needed to substantiate them"* Lee v. Gregory, 363 F.3d 931, 936 (9th Cir. 2004).

As stated in the complaint, SGT Schassburger and Officer Malone were constantly given "fair warning", as required by law, that they were violating the civil rights of Plaintiff. Plaintiff repeatedly asked to see a lawful warrant granting the lawful search and seizer of Plaintiff's person and property. Despite "fair warning", the Defendant(s) ignored Plaintiff and acted in total disregarded to clearly established law. Said actions by Defendants constitute willful and wanton conduct. The facts and allegations in Plaintiff's complaint are clear. Defendants' actions involve the unreasonable seizure, subsequent detainment of Plaintiff s person and his property. Plaintiff contends that the actions of the Defendants interfered with certain rights and privileges of Plaintiff when Defendants acted so as to seize, search, and detain Plaintiff which thereby deterred or suppressed 4th, Amendment rights secured by the U.S Constitution. Defendants are liable for said violations regardless if they were executing orders from a Judge Le Clair v. Calls Him, 106 Okl. 247, 233 P. 1087 (1925) *"A void judgment is, in legal effect, no judgment at all. By it no rights are divested; from it no rights can be obtained. Being worthless, in itself, all proceedings founded upon it are necessarily equally worthless, and have no effect whatever upon the parties or matters in question.* ***A void judgment neither binds nor bars anyone. All acts performed under it, and all claims flowing out of it, are absolutely void. The parties attempting to enforce it are trespassers."***

Essentially, the theme of Defendant's theory for dismissing any claims against them is based upon Defendants belief that Plaintiff failed to present facts. However, the Defendants fail to cite any authority which requires a 1983 Plaintiff to "code plead". This theory for grounds for dismissal goes against pleading precedence. See Garcia v. City Merced, 637 F. Supp. 2d 731, 761-62 (E.D. Cal. 2008), *"In this circuit, a claim of municipal liability under Section* 1983 *is sufficient to withstand a motion to dismiss 'even if based on nothing more than a bare allegation that the individual officers' conduct conformed to official policy, custom, or practice.' "* Karim-Panahi v. Los Angeles Police Dep't, 839 F.2621,624 (9th Cir.1988) (quoting Shah v. County of Los Angeles, 797 F.2d 743, 747 (9tCir.1986». As for the defendants claim of statutory of limitations on state claims, this is totally unreasonable. It is immaterial if the case is closed as there is no statute of limitations applying to void judgments. "*No statute of limitations or repose runs on its holdings, the matters thought to be settled thereby are not res judicata, and years later, when the memories may have grown dim and rights long been regarded as vested, any disgruntled litigant may reopen the old wound and once more probe its depths. And it is then as though trial and adjudication had never been.*" 10/13/58 FRITTS v. KRUGH. SUPREME COURT OF MICHIGAN, 92 N.W.2d 604, 354 Mich. 97. "*Time limitation does not apply where the judgment is based*

on a fraudulent return." (Washko v. Stewart, supra, p. 318; Richert v. Benson Lbr. Co., supra, p. 677.). Le Clair v. Calls Him, 106 Okl. 247, 233 P. 1087 (1925). Defendants also claim that Plaintiff's civil right violation claims are insufficient due to him being held in contempt by Judge burke. Plaintiff has clearly rebutted similar claims in this memorandum supra. Defendants also rely on unsworn exhibits which are irrelevant. Builders v. City Bank, 50 Haw. 472, 443 P.2d 145 (1968) *"mere statements in affidavits do not authenticate exhibits referred to unless these exhibits are sworn to or certified".*

IV CONCLUSION

Plaintiff's complaint states causes of action against these defendants under both the Fourth and Fourteenth Amendments. The rights violated were clear and clearly established at the time. Their conduct violated both, and they do not enjoy qualified, Qausi-qualified, or absolute judicial immunity here. The main crux of Defendants' argument is based on fraudulent/Void judgments, orders, and proceedings. Plaintiff suffered injury as presented in the complaint.

WHEREFORE, Plaintiff respectfully requests the court to deny the Defendant(s) Motions to Dismiss in their entirety and grant any other relief this Honorable Court deems appropriate and just.

Dated: September 24, 2013

Respectfully submitted,

Quincy Cornell

CERTIFICATE OF SERVICE

I, Quincy Cornell, hereby certify that I mailed the following document: PLAINTIFF'S RESPONSE AND OPPOSITION TO DEFENDANT'S MOTION TO DISMISS to counsel and parties of record on September 24, 2013.

Exhibit A

Quincy Cornell
22423 York Court
Richton Park, Illinois

FILED-12
2011 SEP 15 AM 11:45
CLERK
DOROTHY BROWN

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS FIRST DISTRICT/
MUNICIPAL DIVISION

3100
0929
3004

JP MORGAN CHASE BANK, N.A Plaintiff, vs. QUINCY CORNELL Defendant	In Admiralty Case No. 11 M1 500768 NOTICE OF ANSWER AND COUNTERCLAIM
QUINCY CORNELL 3rd Party Plaintiff vs. DERREN L. BESIC, #30103 3rd Party Defendant	
Quincy Cornell Real Party in Interest	

NOTICE OF ANSWER AND COUNTERCLAIM AND LIABILITY OF 3RD PARTY DEFENDANT

COMES NOW Quincy Cornell, a Real Party in Interest and authorized representative for QUINCY CORNELL, who is neutral in the public, who is unschooled in law, and making a special appearance before this court under the supplemental rules of Admiralty, Rule E(8), a restricted appearance, without granting jurisdiction, and notices the court of enunciation of principles as stated in *Haines v. Kerner*, 404 U.S. 519, wherein the court has directed that those who are unschooled in law making pleadings and/or complaints shall have the court look to the substance of the pleadings rather in than the form, and hereby makes the following pleadings/notices in the above referenced matter without waiver of any other defenses.

NOTICE: The alleged (Darren L. Besic, #30103, attorney, for having failed to put in a notice of appearance nor to put any power of attorney into the appropriate court) Attorney for Plaintiff having failed of protocol has failed to state a claim upon which relief can be granted. In international law and according to the law of the land, agents of a foreign principal are required to file any pretended claim in the appropriate district court prior to exercising rights to that claim. The district courts have "exclusive original cognizance" of all inland seizures and this includes vessels in rem (Rule C(3)) such as trust organizations and legal names "...the United States, ... within their respective districts, as well as upon the high seas; (a) saving to suitors, in all cases, the right of a common law remedy, where

the common law is competent to give it; and shall also have exclusive original cognizance of all seizures on land...." The First Judiciary Act; September 24, 1789; Chapter 20, page 77. The Constitution of the United States of America, Revised and Annotated - Analysis and Interpretation - 1982; Article III, §2, Cl. 1 Diversity of Citizenship, U.S. Government Printing Office document 99-16, p. 741.

This fact of protocol - filing a claim in district court according to international law - is beyond dispute and extends into antiquity: "Meanwhile those who seized wreck ashore without a grant from the Crown did so at their peril." Select Pleas in the Court of Admiralty, Volume II, A.D. 1547-1602; Introduction - Prohibitions, Note as to the early Law of Wreck, Selden Society, p. xl, 1897.

ANSWER AND SPECIFIC NEGATIVE AVERMENT

Cook County)
) affirmed
Illinois State)

I, Quincy Cornell, over the age of twenty-one years, competent to witness and with firsthand knowledge do affirm and say that:

QUINCY CORNELL, Affiant, herein answers the allegations of Plaintiff, to wit:

As to Count 1(Detinue)

As to item #1: Affiant denies that Defendant owes a debt to Plaintiff. There is no evidence that a valid contract exists or obligates Defendant to Plaintiff for the purchase of certain collateral described as 2007 Nissan Altma 4 Door Sedan, VIN# 1N4AL21EX7N411653 hereinafter "Affiant's Property", and Affiant believes that no such evidence exists.

As to item #2: There is no evidence that Plaintiff holds a perfected security interest in Affiant's Property by virtue of contract, and Affiant believes that no such evidence exists.

As to item #3: Affiant denies that Defendant, a fiction incapable of contract, entered into any agreement with Plaintiff in regards to any contract. There is no verified evidence that Defendant entered into any agreement with Plaintiff, and Affiant believes that none exists. Affiant denies that a "copy" of any writing, especially unverified, is a contract in fact, and does not rise to the level of evidence, neither prima facia nor conclusive. There is no evidence that Plaintiff has right to immediate possession of the Affiant's Property, and Affiant believes that no such evidence exists.

As to item #4: There is no evidence that Defendant is/are/was in default for failure to make alleged installment payments, and Affiant believes that no such evidence exists. There is no evidence that Plaintiff presented a bona fide claim verifying an alleged debt

obligation which granted Plaintiff legal standing to make demand upon Affiant to pay alleged past due payments or to return possession of the Affiant's Property, and Affiant believes that no such evidence exists.

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CLERK OF CIRCUIT COURT
DOROTHY BROWN

As to item #5: There is no evidence that Defendant unlawfully detain(s) from Plaintiff Affiant's Property, and Affiant believes that no such evidence exists.

As to item # 6: Affiant denies that item # 6 is an allegation, and therefore there is no possible answer

As to item # 7 Affiant denies that Plaintiff has complied with all parts of the contract (see Ex. A) and affiant believes that there is no evidence to the contrary.

As to "WHEREFORE", Plaintiff demands judgment order against Defendant" : DENIED is answered by Affiant. Attorney for Plaintiff is blatantly acting in bad faith, seeking a remedy without first charging a claim, acting ultra vires, and trying to use legal process for unlawful ends. Affiant denies that there is any amount owing, and that Plaintiff is "damaged" [Affiant is unsure why attorney for Plaintiff is claiming some damage prior to prove up of some injury, real or imagined] by Defendant. There is no evidence that there is any amount owing, and that Plaintiff is "damaged" by Defendant.

As to Count 2(breach of Contract)

As to item #1: Affiant denies that Defendant owes a debt to Plaintiff. There is no evidence that a valid contract exists or obligates Defendant to Plaintiff for the purchase of certain collateral described as 2007 Nissan Altma 4 Door Sedan, VIN# 1N4AL21EX7N411653 hereinafter "Affiant's Property", and Affiant believes that no such evidence exists.

As to item #2: There is no evidence that Plaintiff is the legal holder of any valid contract which indebts Defendant to Plaintiff and Affiant believes that no such evidence exists.

As to item #3: Affiant denies that a "copy" of any writing, especially unverified, is a contract in fact, and does not rise to the level of evidence, neither prima facia nor conclusive. There is no evidence that Plaintiff has right to immediate possession of the Affiant's Property, and Affiant believes that no such evidence exists.

As to item #4: Affiant denies that there is any agreement, and hence impossibility of breach or default, and Plaintiff cannot declare any indebtedness, in part or in full. There is no evidence that there is any agreement in this matter, nor breach, nor ability to make a declaration in regards to same, and Affiant believes that none exists.

As to item #5: Affiant denies that Plaintiff has right to any default remedies (see Ex. A Page 4 of 5 under DEFAULT items # 7 – 14) and affiant believes that no such rights exist.

As to item #6: Affiant denies that there is any amount owing, and that Plaintiff is "damaged" by Defendant. (see Ex. A Page 4 of 5 under DEFAULT items # 7 – 14) There is no evidence that there is any amount owing, and that Plaintiff is "damaged" by Defendant. Affiant believes that no such evidence exists.

As to item #7: There is no evidence that Defendant is/are/was in default, and Affiant believes that no such evidence exists. There is no evidence that Plaintiff presented a bona fide claim verifying an alleged debt obligation which granted Plaintiff legal standing to make demand upon Defendant to cure alleged default and Affiant believes that no such evidence exists.

As to item #8: Affiant denies that Plaintiff has complied with all parts of the contract (see Ex. A" under "**DUTIES OF THE FIDUCIARY**") and affiant believes that there is no evidence to the contrary.

As to "WHEREFORE", Plaintiff demands judgment against Defendant":
DENIED is answered by Affiant. Attorney for Plaintiff is blatantly acting in **bad faith**, seeking a remedy without first charging a claim, acting ultra vires, and trying to use legal process for unlawful ends. Affiant denies that there is any amount owing, and that Plaintiff is "damaged" by Defendant. There is no evidence that there is any amount owing, and that Plaintiff is "damaged" by Defendant.

CONCLUSION OF ANSWER

Affiant notices that Attorney for Plaintiff is foreign to this jurisdiction, representing a foreign entity, and has not followed protocol for seeking a remedy in the public.

Affiant notices that Attorney for plaintiff is guilty of obstruction of national bankruptcy, as QUINCY CORNELL is a UNITED STATES vessel, and that the UNITED STATES is the holder of the principal obligation in this matter, and not Quincy Cornell, a living, breathing, sentient being. This fiction court, nor the attorney for the fiction Plaintiff, nor the Defendant, can reach parity with the living, breathing, sentient being. **Equality under the law is paramount. <u>THERE IS NO EVIDENCE THAT Quincy Cornell IS THE SURETY FOR QUINCY CORNELL and Affiant believes that none exists.</u>**

DOROTHY BROWN
CLERK
CLERK OF THE CIRCUIT COURT
CIVIL DIVISION
2011 SEP 15 AM 11:46

11M1-500768

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2011 SEP 15 AM 11:46
CLERK CIRCUIT COURT
DIVISION
CLERK
DOROTHY BROWN

NOTICE TO THE COURT

Maxim: Matthew 5:25(KJV) "Agree with thine adversary quickly, whiles thou art in the way with him; lest at any time the adversary deliver thee to the judge, and the judge deliver thee to the officer, and thou be cast into prison".

This court on its own motion ought to dismiss with prejudice this case for failure to state a claim by the protocols of admiralty jurisdiction, and for failure by Attorney for Plaintiff to exhaust administrative remedies before bringing this matter into this "tax supported" court, causing **fraud** upon the tax payers of this state.

AFFIRMATIVE DEFENSES

Defendant reserves the right to make any and all affirmative defenses in the event that Attorney for Plaintiff can successfully rebut any or all of the negative averments.

COUNTERCLAIM

Having been nominated and appointed as **Fiduciary Debtor** in Case No. 11 M1 500768 (see attached Exhibit A" pages 2,3), Darren l. Besic, #30103, a/k/a DARREN L. BESIC **alleged** Attorney for Plaintiff, has a duty as **DEBTOR** in this matter and as **TRUSTEE** to settle the account and close this instant case in a timely manner. Attorney for Plaintiff is in breach of his **Fiduciary Duty**.

This case, having been Accepted for Value and Returned for Settlement (see attached Exhibit B) to the attorney for Plaintiff, is now the liability of the 3rd Party Defendant, Darren l. Besic, #30103, a/k/a DERREN L. BESIC.

RELIEF SOUGHT

Quincy Cornell, a Real Party in Interest in this matter and an injured third party intervener, is of this date injured in this instant matter. Quincy Cornell is entitled to the forfeiture of the public hazard bond of Darren l. Besic, #30103, by tort claim in the amount of Six-hundred thousand DOLS ($600,000.00) in functional currency of the United States plus seven (7) times punitive which is four million- two hundred thousand DOLS ($4,200,000.00), being in total four million- eight hundred thousand DOLS ($4'800'000.00),

Quincy Cornell requests the court to award any other equitable relief deemed justified in this instant matter, and to close this case.

Case: 1:13-cv-04833 Document #: 27 Filed: 09/24/13 Page 21 of 32 PageID #:108

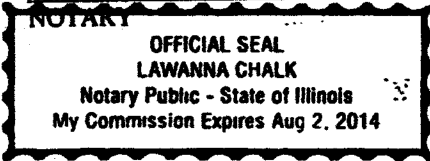
I, Quincy Cornell, on my own unlimited commercial liability do affirm and say that I have read the above 'affidavit pleading' and do know the contents to be true, correct and complete, and not misleading, the truth, the whole truth, and nothing but the truth, so help me Yahweh.

Quincy Cornell

9/15/11
date

FILED 12
2011 SEP 15 AM 11:01
CLERK OF THE CIRCUIT COURT
CIVIL DIVISION
DOROTHY BROWN CLERK

I, LaWanna Chalk, a Notary Public residing in Cook county, Illinois state, do say that a man known to me as Quincy Cornell, did appear before me in his true character, and did affix his signature on the above document on the 15th day of September month, 2011.



NOTARY

OFFICIAL SEAL
LAWANNA CHALK
Notary Public - State of Illinois
My Commission Expires Aug 2, 2014

9/15/11
date

CONCLUSION

Wherefore, 3rd Party Plaintiff demands that 3rd Party Defendant/Fiduciary Debtor settle this matter and close this case immediately. Failure of 3rd Party Defendant/Fiduciary Debtor to settle this matter immediately will give rise to a suit in admiralty for libel.

Quincy Cornell

9/15/11
date

CERTIFICATE OF MAILING AND CONTENTS MAILED

I, Quincy Cornell, being over the age of twenty-one years, competent to witness and with firsthand knowledge do say that on the 15 day of September month, 2011, I did cause to be mailed via US Postal Service, by first class mail, the above NOTICE OF ANSWER AND COUNTER CLAIM to:

Darren L. Besic
c/o JP MORGAN CHASE BANK, N.A.
5 E. Wilson Street
Batavia, IL 60510

Quincy Cornell, authorized Representative for QUINCY CORNELL

9/15/11
DATE

Exhibit B

Quincy Cornell
c/o Lawanna, Notary Public
6122 South Ada Street
Chicago, Illinois
Non-domestic without U.S.

USPS Certified Mail Article No. 7008 1870 0002 9558 6085
(United States Postal Service)

PRIVATE INTERNATIONAL REMEDY DEMAND

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT
(Applicable to all Successors and Assigns)

Respondent: QUINCY CORNELL
Alleged Creditor: JPMORGAN CHASE BANK, N.A.
Alleged Account: SUMMONS/COMPLAINT NO. 11 M1 500768
Alleged Amount: $26,999.80
Alleged Debt Collectors: Darren L. Besic Atty. No. 30103

OFFER OF PERFORMANCE/CONDITIONS PRECIDENT

1. This offer of performance is based on Conditions Precedent which must be fulfilled, and is made with sincere intent of extinguishing any alleged debt, duty, obligation, liability and the like, intended as obligating Respondent, QUINCY CORNELL, hereinafter "Respondent" in above referenced " Private International Remedy Demand" hereinafter "Presentment."

2. Concerning this Offer of Performance, certain Conditions Precedent must be completely, unambiguously, fulfilled by "debt collector" and/or "allege creditor" in accord with the "Fair Debt Collection Practices Act" [15 USC 1692 et seq.] whereby "verification is required of an alleged amount due." Advisory note: The term "verification" is defined in Black's Law Dictionary 6th Edition: "Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition. Affidavit of truth of matter states an object of verification is to assure good faith in averments or statements of party." The term "verify" is defined in Black's Law Dictionary 6th Edition: "To confirm or substantiate by oath or affidavit. Particularly used of making formal oath to accounts, petitions, pleadings, and other papers." The word "verified," when used in a statute, ordinarily imports a verity attested by the sanctity of an oath. It is frequently used interchangeably with "sworn." "To prove to be true; to confirm or establish the truth or truthfulness; to check or test the accuracy or exactness of; to confirm or establish the authenticity of; to authenticate; to maintain; to affirm; to support; to second; back as friend." (cite omitted)

3. This offer of performance is made in good faith, and is Condition Precedent on verification of an alleged debt. Conditions set forth are as follows:
   a. True, correct, complete and not misleading copies of all assignments, negotiations, transfer of rights, novation and the like, which unambiguously delineates that debt collector is the current owner, assignee, holder, holder in due course, entitlement holder, which absolutely evidences Alleged Creditor's full and complete disclosure, including but not limited to any and all implied and/or expressed written contracts, and/or any and all consent with any such agreement if a novation;
   b. Please produce all relative commercial instruments, contracts, whether implied or express, which contain exchange of consideration, and which contains verified bona fide signature of Respondent;
   c. Please provide any absolute evidence of an equal exchange of a benefit for valuable consideration, including but not limited to an exchange of detriment (implied contract, unconscionable, adhesion or otherwise):
   d. Please produce any absolute evidence of any series of external acts giving the objective semblance of agreement;

e. Please produce any and all documentary evidence between Respondent and debt collector and/or Alleged Creditor, that debt collector and/or Alleged Creditor, rely upon for making a presumptive claim;

f. Please produce all relative commercial instruments and/or notices, declarations, publications, which clearly and unambiguously delineate that Respondent, was fully and completely apprised of all rights, duties, obligations, liabilities, costs, fees, in advance or subsequent to the alleged incurrence of alleged debt, and where there has been full disclosure of all relevant terms and conditions;

g. Please complete and return "Debt Collector Disclosure Statement" Re: Offer of Performance;

h. Please produce a certified copy of any and all verified judgments relative to this instant matter.

4. Respondent, expects a response re this "Offer of Performance" within a reasonable time of postmark of this offer, which is hereby set at ten (10) days, all responses shall be directed to the Notary Public, at the address delineated on last page of this instrument.

5. Respondent does not waive timeliness. However, if additional time is needed, debt collector, and/or Alleged Creditor must make a request in writing before the expiration of the above ten (10) days time period prescribed in number (4.), setting forth the debt collector's and/or Alleged Creditor's reason(s) for requesting such extension of time with good cause shown. All such request(s) for extension of time will be fully considered by Respondent, either the granting thereof for good cause shown, or the denial thereof, however, such grant or denial is condition solely upon the decision of Respondent.

6. All such response(s) to this "Offer of Performance" and/or all such request(s) for extensions of time shall be directed to the Respondent, at the address provided on the last page, lower left hand side of this instrument.

7. In the event debt collector and/or Alleged Creditor, fail/refuse to respond to this "Offer of Performance" within the prescribed time set forth in number (4.) or fail/refuse to request for an extension of time within the same prescribed time period, with good cause shown therein, the debt collector, and/or Alleged Creditor will have tacitly acquiesced that debt collector, and/or Alleged Creditor have and hold no bona fide, lawful, verifiable claim re this Alleged Account, and that debt collector and/or Alleged Creditor waive any and all claims against the Respondent, and that, debt collector, and/or Alleged Creditor, tacitly consent and agree that debt collector, and/or Alleged Creditor must compensate Respondent for all costs, fees, and expenses incurred defending against any collection attempts be it debt collector, and/or Alleged Creditor re the above referred Alleged Account.

8. Respondent, also expressly includes with this "Offer of Performance," a "Debt Collector Disclosure Statement" re "Offer of Performance," attached hereto and made a part hereof by this reference, to insure debt collector, and/or Alleged Creditor clearly and conspicuously make all disclosures in writing in accord with the "Fair Debt Collection Practices Act" [15 USC 1692 et seq.] and in accord with the applicable portions of "Truth in Lending" (Regulation --- Z) 12 CRF 226 et seq. Debt Collector Disclosure Statement, and request for production of documents requested herein must be fully completed and received by Notary Public, who will certify receipt or non-receipt, within the prescribed ten (10) day time period of the postmark of this "Offer of Performance," if debt collector and/or Alleged Creditor wish to have their claim considered by the Respondent.

9. Debt collector and/or Alleged Creditor also tacitly consent and agree that both debt collector and/or Alleged Creditor have an absolute duty and obligation for preventing this Alleged Account from damnifying the Respondent, in any way shape or form, including but not limited to slander of credit. Upon debt collector's and/or Alleged Creditors failure/refusal to timely respond, will constitute their tacit acquiescence, thereby making tacit procuration that no bona fide, lawful, verifiable claim exists, past or present, there by consenting and confessing judgment. Respondent, reserves all rights and defenses, including but not limited to:

a. Initiating a counterclaim against debt collector and/or Alleged Creditor;

b. Filing a claim against the bond or insurance contract of any responsible party, including but not limited to debt collector, and/or Alleged Creditor, all principals, agents, assignees, employees of debt collector and/or Alleged Creditor, whose acts, actions, omissions result in any type or kind of tort damages, slander of credit and the like, against the Respondent.

c. Slander of credit

PRIVACY ACT NOTICE

10. This written communication constitutes Respondent's due process notice for being heard. Absent compliance with all requirements set forth herein debt collector and/or Alleged Creditor, are barred from using any defenses of immunity from prosecution for debt collectors and/or Alleged Creditors acts, actions and omissions, including it's/their principals, agents, assigns, employees and the like.

11. By this notice, debt collector and/or Alleged Creditor, including its/their principals, agents, assigns, employees, shall comply with the provisions of the "Privacy Act of 1974," as lawfully amended at [12 USC § 3401] , the "Right to Financial Privacy Act" of 1978, as lawfully amended at [5 USC § 552a] , and the "Third Party Summons Act" special procedures [26 USC § 7609], for assisting the Respondent in keeping inviolate certain constitutionally protected privacy rights and guarantees, and from preventing encroachment thereon.

12. By this notice , debt collector and/or Alleged Creditor, including but not limited to principals, agents, assignees, employees, shall comply with this demand; debt collector and/or Alleged Creditor, shall provide Respondent with a copy of any express written authorization from Respondent, whereby debt collector and/or Alleged Creditors authorized for disclosing/divulging/sharing, any type or kind of information with any third-party, in any manner, as well as by means of communication, any information, documentation, data, property, effects and the like re Respondent. Debt collector and/or Alleged Creditor failure/refusal in providing said foregoing demanded authorization constitutes admission and stipulation that debt collector and/or Alleged Creditor are in violation of, including but not limited to "Privacy Act."

13. Debt collector and/or Alleged Creditor possesses neither express, written authorization, nor consent, from Respondent for using, revealing/disclosing/divulging/sharing with any third party any secured information, documentation, data, property, effects, and the like of Respondent.

14. Respondent'sPrivate International Administrative Remedy Demand, re "Offer of Performance" is binding upon every principal, agent, assignee, assignor, employer, employee and the like, re the subject matter set forth herein and herewith, and each and every principal and agent is:

    a. Barred from providing any Credit Reporting Agency any derogatory credit information regarding the above referred debt;

    b. Prohibited from contacting any other third party regarding the above referred alleged debt, until debt collector and/or Alleged Creditor have established the existence of a bona fide, lawful, verifiable claim in substance and in fact, and until such alleged debt is verified as indicated herein and herewith.

    Advisory Note: "Fair Debt Collection Practices Act" [15 USC § 1692 et seq.] states in relevant part: "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt," which includes "the false representation of the character, or legal status of any debt," as well as "the threat to take any legal action that cannot be legally taken," all of which constitute violations of law.

[15 USC § 1692e(8)] states: "Communicating or threatening to communicate to any person credit information which is known or which should be known to be false, including failure to communicate that a disputed debt is disputed, is a violation of § 1692e."

15. Until the alleged debt is verified in accord with the "Fair Debt Collection Practices Act" and said verification is sent to Respondent, whose information is enumerated on the last page of this instrument, each and every contact received by Respondent, and any and all information which is not removed from the Credit Reporting Agency, constitutes harassment, slander of credit, defamation of character, creating a false public record by use of mails and wire communications, with intent to obstruct lawfully communicated information, and are subject to liability for damages, as well as statutory damages, including any and all legal costs, or fees incurred for each and every violation.

16. Due process of law is guaranteed for Respondent at debt collected and/or Alleged Creditor's Office of Risk Management and is codified in [18 USC §§ 4, 241, 241 1963] and at [15 USC § 1692 et seq.] and elsewhere.

Respondent, makes this good faith Offer of Performance with sincere intent to give debt collector and/or Alleged Creditor, fair consideration and ample opportunity to provide Respondent with absolute verification of debt in accordance with the terms and conditions set forth herein and herewith, failure/refusal to comply with the terms and conditions set forth herein and herewith will result in debt collector and/or Alleged Creditor's waiver of any and all alleged claims, and will be followed by a second witness "Fault in Dishonor" followed by a third witness "Default in Dishonor."

Executed this 29 day of July, 2011

Respondent: QUINCY CORNELL

Authorized Agent for Respondent
All Rights and Defenses Expressly Reserved, UCC § 1-308

All Responses to be directed to Third Party Witness

Lawanna, Notary Public
6122 South Ada Street
Chicago, Illinois

Exhibit B

USPS Certified Mail Article No. 7008 1870 0002 9558 6085

DEBT COLLECTOR DISCLOSURE STATEMENT
Re: "Offer of Performance"

This statement and the answers contained herein may be used by Respondent, if necessary, in any court of competent jurisdiction.

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT
(Applicable to all Successors and Assigns)

Respondent: QUINCY CORNELL
Alleged Creditor: JP MORGAN CHASE BANK, N.A.
Alleged Account: SUMMONS/COMPLAINT NO. 11 M1 500768
Alleged Amount: $26,999.80
Alleged Debt Collectors: Darren L. Besic Atty. No. 30103

Notice: This "Debt Collector Disclosure Statement" is not a substitute for, nor the equivalent of, the herein above requested verification of record, i.e., "Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition" (Black's Law Dictionary 6th Edition), re the alleged debt, and must be completed in accord with the "Fair Credit Reporting Act," at [15 USC § 1681 et seq.], and the "Fair Debt Collection Practices Act," at [15 USC § 1692 et seq.], and the applicable portions of "Truth in Lending" (Regulation --- Z), at 12 CFR part 226 et seq., and demands as cited above "Offer of Performance." Debt Collector must make all required disclosure clearly, accurately, conspicuously in writing re the following:

1. Name of Debt Collector: ______________________________

2. Address of Debt Collector: ______________________________

3. Name of alleged Debtor: ______________________________

4. Address of alleged Debtor: ______________________________

5. Alleged Account Number: ______________________________

6. Alleged debt owed: $ ______________________________

7. Date alleged debt became payable: ______________________________

8. Re this alleged account, what is the name and address of alleged "Original Creditor," if different from Debt Collector:

____

9. Re this alleged account, if Debt Collector is different from alleged "Original Creditor," does Debt Collector have bona fide affidavit of assignment for entering into alleged original contract between Original Creditor and alleged Debtor:

   YES / NO

10. Did Debt Collector purchase this alleged account from the alleged Original Creditor?

   YES / NO

11. If applicable, date of purchase of this alleged account from Original Creditor, and purchase amount:

   Date: ________________; **Amount: $**____________________

12. Did Debt Collector purchase this alleged account from a previous debt Collector:

    YES / NO N/A

13. Date of purchase of this alleged account from previous Debt Collector, and purchase amount:

    Date: ______________ **Amount $**_________________

14. Regarding this alleged account, Debt Collector is currently the: **(a) Owner; (b) Assignee; (c) Other ----**

explain:____

____

____

15. What are the terms of the transfer of rights re this alleged account?

____

____

____

16. If applicable, transfer of rights re this alleged account was executed by the following method: **(a) Assignment; (b) Negotiation; (c) Novation; Other ----**

explain:____

____

____

17. If the transfer of rights re this alleged account was by assignment, was there an equal exchange of consideration?

    YES / NO N/A

18. What was the nature and cause of the equal exchange of consideration cited in #17 above, if your answer was YES

explain?____

____

____

19. If the transfer of rights re this alleged account was by negotiation, was the account taken for value?

    YES / NO N/A

20. What is the nature and cause of any value cited in #19 above, if your answer was YES?

____

____

21. If the transfer of rights re this alleged account was by novation, was consent given by alleged Debtor?

YES / NO N/A

22. What is the nature and cause of any consent cited in #21 above, if your answer was YES?

____

____

23. Has Debt Collector provided alleged Debtor with the requisite verification of the alleged debt as required by the "**Fair Debt Collection Practices Act**"?

YES / NO

24. Date of said verification cited in #23 above, which provided alleged Debtor;

Date: ____;

25. Was said verification cited in #23 above, in the form of a sworn or affirmed oath, affidavit, or deposition?

YES / NO

26. Verification cited in #23 above, if your answer is YES, was provided alleged Debtor in the form of:

OATH, AFFIDAVIT, DEPOSITION

27. Does the Debt Collector have any knowledge of any claim(s)/defense(s) re this alleged account?

YES / NO

28. What is the nature and cause of any claim(s)/defense(s) re this alleged account?

____

____

29. Was the alleged Debtor sold any products/services by Debt Collector?

YES / NO

30. What is the nature and cause of any products/services cited in #29 above if your answer was YES?

____

____

31. Does there exist a verifiable, bona fide, original commercial instrument between Debt Collector and alleged Debtor containing alleged Debtor's verified, bona fide signature?

YES / NO

32. What is the nature and of any verifiable commercial instrument cited in #31 above, if your answer was YES?

____

____

33. Does there exist verifiable conclusive evidence of an exchange of a benefit or detriment between Debt Collector and alleged Debtor?

YES / NO

34. What is the nature and cause of this verifiable conclusive evidence of an exchange of a benefit or detriment as cited in #33 above, if your answer was YES?

____

____

35. Does any absolute evidence exist of verifiable external act(s) giving the objective semblance of agreement between Debt Collector and alleged Debtor?

YES / NO

36. What is the nature and cause of any external act(s) giving the objective semblance of agreement as cited above in #35, if your answer was YES?

____

____

____

37. Have any charge-offs been made by any creditor or debt collector regarding this alleged account?

YES / NO

38. Have any insurance claims been made by any creditor or debt collector regarding this alleged account?

YES / NO

39. Have any tax write-offs been made by any creditor or debt collector?

YES / NO

40. Have any tax deductions been made by any creditor or debt collector regarding this alleged account?

YES / NO

41. Have any judgments been obtained by any creditor or debt collector regarding this alleged account?

YES / NO

42. Does the Debt Collector and/or the Creditor purport to have and to hold a "Verifiable Contract" where an equal exchange of consideration exists, between the Debtor, with the Debt Collector and/or the Creditor?

YES / NO

43. What is the nature and cause of this Verifiable Contract, cited in #42 above, if answered YES?

____

____

44. Does the Debt Collector and/or Creditor purport to have and to hold a Verifiable Contract which purports to have a bona fide signature of Debtor?

YES / NO

45. Does the Debt Collector and/or Creditor purport to have and to hold a Verified Contract, which purports to have a bona fide signature of alleged Debtor, which the Debt Collector and/or Creditor has first hand personal knowledge of, and will verify under oath, affirmation, deposition, under penalty of perjury?

YES / NO

46. If Debtor and/or Creditor purport to have and to hold a Verifiable Contract, which purports to have a bona fide signature of Debtor, please produce a true, correct, and complete copy of said contract, and verify under oath, affirmation, deposition, under penalty of perjury that Debt Collector and/or Creditor has first hand, personal knowledge that Debtor's signature appears thereon, or state the nature and cause why the Debt Collector and/or Creditor, cannot, will not produce said contract, which purports to have a bona fide signature, and will not, cannot verify under oath, affirmation, or deposition to having first hand, personal knowledge, as cited in #45 above, if answered YES?

____

____

____

47. Does the Debt Collector and/or Creditor, have any type or kind of verifiable claim, which complies with all of the provisions set forth in the "Fair Credit Reporting Act," codified at [15 USC §§1681 et seq.] ?

YES / NO

48. What is the nature and cause which Debt Collector and/or Creditor rely upon for such claim, and what procedures were implemented in accord with the "Fair Credit Reporting Act" to investigate such claim, cited in #47 above, if answered YES?______________________________

____

____

49. Does the Debt Collector and/or Creditor, have verifiable facts which they rely upon in order to provide the (Credit Reporting Agency) CRA, with information on alleged Debtor, which complies with the provisions set forth in [15 USC § 1681s-2], and which is verifiable in accordance with [15 USC § 1692g] ?

YES / NO

50. What is the nature and cause which Debt Collector and/or Creditor rely upon for such verifiable facts, and what procedures were implemented in accord with the above said provisions cited in #49 above, if answered YES?______________________________

____

____

51. Did the Debt Collector and/or Creditor, advise the alleged Debtor of the numerous rights which he maintains as accorded in the "Fair Debt Collections Practices Act" codified at [15 USC §§ 1692 et seq.]?

YES / NO

52. What is the nature and cause which the Debt Collector and/or Creditor relies upon which is verifiable, and clearly and accurately identifies how, and when the Debt Collector and/or Creditor, informed Debtor of such right accorded and cited in #51 above, if answered YES?

____

____

53. Does the Debt Collector and/or Creditor have any verifiable, articulable facts which they rely upon to furnish the (Credit Reporting Agency) CRA, with unverified, inaccurate, erroneous information in violation of the provisions set forth in the "Fair Credit Reporting Act" [15 USC if 1681d, 1681i, 1681n, 1681o, 1681q, 1681s, 1681s-2]; and, The Unfair or Deceptive Act or Practices in Commerce in violation of 45(a) of the "Federal Trade Commission Act" codified [15 USCG 45(a)(b)]; and, "The Fair Debt Collection Practices Act" codified [15 USC if 1691(b)(c)(d)(e)(f)(g)(i)(j)(k)] ?

YES / NO

54. What is the nature and cause of these verifiable, articulable facts which Debt Collector and/or Creditor relies upon for providing unverified, inaccurate, erroneous information in violation of the provisions set forth and cited in #53 above, if answered YES, if answered NO, provide proof positive of verifiable facts relied upon under oath, affirmation, deposition and under penalty of perjury, that verifiable proof of claim exists;

Debt Collector's and/or Creditor's, failure/refusal, both intentional and otherwise, in completely, unambiguously answering points "1" through "54" above and returning this Debt Disclosure Statement, as well as providing Respondent with requisite verification validating herein above reference alleged debt, constitutes the Debt Collector's and alleged Creditor's tacit acquiescence that Debt Collector and/or Creditor have no verifiable, lawful, bona fide claims against Respondent in above referred alleged account or any and all other alleged accounts not specifically enumerated herein. Debt Collector and/or Creditor by it's/their failure/refusal to respond, and/or it's/their failure to provide each and every verified requisite proof as requested herein within the ten (10) day time period allowed, will constitute the Debt Collector(s) and/or Creditor(s) waiver of any and all alleged claims against Respondent and indemnifies and holds harmless Respondent against any and all costs and fees heretofore and hereafter incurred, including but not limited to any and all related collection attempts involving the herein above referenced alleged account and any and all related accounts.

Declaration: The undersigned hereby declares under penalty of perjury of the laws of the State of Illinois and the United States of America, that the statements made in this "Debt Collector Disclosure Statement" are true, correct, complete and not misleading, in accordance with the Undersigned's first-hand, personal knowledge and belief.

______________________	______________________________
Date	Printed Name of Signatory
______________________	______________________________
Official Title of Signatory	Authorized Signature for Debt Collector, and/or Creditor, Undersigned.

Debt Collector must timely complete and return this "Debt Collection Disclosure Statement." Debt Collector's alleged claim will not be considered if any portion of this "Debt Collector Disclosure Statement" is not completed and timely returned with all required documents, which specifically includes the requisite verification, made in accordance with the law and codified in the "**Fair Credit Reporting Act**" at [15 USC § 1681 et seq.] and the "**Fair Debt Collection Practices Act**" at [15 USC § 1692 et seq.], and which states in part: "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt," and "the threat to take any action that cannot be legally taken," all of which are violations of law. If the Debt Collector and/or alleged Creditor, do no respond as required by law, Debt Collector's and/or Creditor's alleged claim will not be considered and Debt Collector and/or alleged Creditor may be liable for any and all damages for any continued collection efforts, as well as any damnification sustained by Respondent. Please allow fifteen (15) days for processing excluding the day of receipt after Respondent's and CRA(s) receipt of Debt Collector's and/or alleged Creditor's response.