

Name of court here as per example IN THE UNITED STATES
DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI

Your name here, sui juris Plaintiff

VS. Case Number _____

Name of ripoff creditor here, etal DEFENDANT

COMPLAINT INTRODUCTION

1. I, Your name here for my complaint against the
DEFENDANTS state:

I am a human being and a natural Citizen of your state here in its capacity as a republic and as one of the several states of the union, 1789. I am a common man of the Sovereign People, which incidentally makes me a national Citizen of the republic, arising under the original jurisdiction of the de jure **Constitution for the United States of 1789**, and I explicitly reserve all of my rights. Further, I am living in the dry land of you state here.

I am not a US citizens or a **14th amendment** citizen for a remedy was provided by **15 United States statute at large, July 27th, 1868**. Wherefore I am a Citizen of the republic.

I am not a citizen of, or a franchise of, or subject to, any foreign or domestic corporation, municipal corporation, commercial entity or government operating in a commercial capacity. Also see **Congressional act of 1871 and USC Title 28, Part VI, chapter 176, sub chapter 176, subsection A, 3002 (15) "United States" means—(A) a Federal corporation;**

I am not responsible for any debt other than my own.

I am not a commercial entity, artificial person or subject to the **Uniform Commercial Code**. Also see UCC 1-308/UCC 1-207 and USC **TITLE 15 > CHAPTER 1 > § 17 "The labor of a human being is not a commodity or article of commerce."**

I am not subject to color of law or law merchant. I am not a party of or subject to any maritime contract and deny that any exists. I reserve my right not to be compelled to perform under any contract or commercial agreement that I did not enter knowingly, voluntarily and intentionally. And furthermore, I do not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement.

Blacks Law Dictionary: **Right**, n,2. Something that is due to a person by just claim, legal guarantee, or moral principle <the right of liberty>.

REMEDY AND RELIEF

Plaintiff brings this action against the DEFENDANTS for \$4,000,000.00 (four million dollars) per day for injuries as per the Notice and Demand served upon the PLAINTIFFS. And further the closure of alleged accounts and release of liens upon our property, **Name and description of property here**. Further, the arrest and prosecution of the agents involved in this matter for all federal law violations as listed in the Notice and Demand.

JURISDICTION

1. This action is pursuant to **28 U.S.C. §§ 1331**. **The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States.**

DEFENDANTS

2. The Name of ripoff creditor here, etal is a commercial entity and a franchise of the UNITED STATES (the federal corporation).

HISTORY

3. DEFENDANTS have, without good faith, unlawfully used, under color of commission, ambiguous and unlawful contracts to deprive plaintiffs of property and rights. See UCC 1-304. **Obligation of Good Faith. Every contract or duty within [the Uniform Commercial Code] imposes an obligation of good faith in its performance and enforcement.**

The alleged contract in question was unlawful and in violation of federal laws for the following reasons.

I. The DEFENDANTS did not provide any valuable consideration in the contracts. Federal Reserve notes have no redeemable value in gold or silver coin as per **article 1, section 10, Constitution for the united states, 1789.**

Further, valuable consideration is required to make a contract. See UCC 1-303(b) "**Consideration**" means any consideration sufficient to support a **simple contract**. Also see UCC 1-204 Value.

II. The DEFENDANTS made the contract in the commission of a crime by requiring the plaintiffs to disclose their social security numbers in violation of **USC TITLE 42 > CHAPTER 7 > SUBCHAPTER II > § 408 Penalties**
A- (8) discloses, uses, or compels the disclosure of the social security number of any person in violation of the laws of the United States; shall be guilty of a felony and upon conviction thereof shall be fined under title 18

or imprisoned for not more than five years, or both.

Wherefore, the contract was in the commission of a crime, it is subject to rescission. See

UCC 3-202. NEGOTIATION SUBJECT TO RESCISSION.

(a) Negotiation is effective even if obtained (i) from an infant, a corporation exceeding its powers, or a person without capacity, (ii) by fraud, duress, or mistake, or (iii) in breach of duty or as part of an illegal transaction.

(b) To the extent permitted by other law, negotiation may be rescinded or may be subject to other remedies, but those remedies may not be asserted against a subsequent holder in due course or a person paying the instrument in good faith and without knowledge of facts that are a basis for rescission or other remedy.

- III. Further the DEFENDANTS have not provided any validation of debt. See TITLE 15 > CHAPTER 41 > SUBCHAPTER V > § 1692g Validation of debts and also UCC 1-204. Value.
- IV. The plaintiffs are not subject to the law merchant because of reservation of rights. See UCC 1-308 also see USC TITLE 15 > CHAPTER 1 > § 17 "The labor of a human being is not a commodity or article of commerce.

4. Regardless of the foregoing, Plaintiffs on place date of bill of exchange and certified mailing number here tendered a bill of exchange for closure of the alleged accounts and release of liens. The following are characteristics.

- A bill of exchange fulfills the legal definition of a negotiable instrument (currency) and also per **Uniform Commercial Code (UCC) 3-104** and legally discharges any alleged debt.
- And further, the FEDERAL RESERVE is lawfully obligated to immediately honor the Bill of Exchange upon endorsement and presentment. The Federal Reserve is obligated to do so according to **USC TITLE 12 > CHAPTER 3 > SUBCHAPTER IX > § 343.**
- And further, the drawer is required to honor the bill of exchange as valued in gold or silver coin according to **Article 1 Section 10, Constitution for the united states, 1789.**
- And further, refusal to accept the Bill of Exchange is discharge of debt according to **UCC § 3-603. TENDER OF PAYMENT.(b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an endorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.**

5. To this date, the bill of exchange has not been dishonored. The DEFENDANTS have not endorsed and presented the bill of exchange to the Federal Reserve bank or the drawer for discharge.

6. Further, on place date of Notice and demand and certified mailing number here a Notice and demand was served on the DEFENDANTS demanding the closure of accounts and release of liens on said property. Further was demanded, upon ten (10) days from receipt, payment for injury in the amount of four million dollars (\$4,000,000.00) as valued by the laws violated by the

DEFENDANTS. And further four million dollars for each day thereafter that the injuries persist.

7. Name of agent here if any, an agent for Name of ripoff creditor here refused the bill of exchange in a letter dated date here. Wherefore the debt is discharged according to **UCC § 3-603**. Further, DEFENDANTS were silent and in dishonor concerning the Notice and demand, wherefore DEFENDANTS have agreed to its terms by acquiescence. Further, the DEFENDANTS are now in default of their obligations to close accounts and release liens. (Note that the bill of exchange have not been dishonored.)

8. On place date of Rebuttal and demand and certified mailing number here plaintiff mailed a Rebuttal and demand in response to the foregoing letter. Plaintiff more than sufficiently rebutted erroneous claims in the letter and further demanded closure of accounts, release of liens and payment for injury as valued in the Notice and demand.

WHEREFORE, Plaintiffs pray for the foregoing relief as the Court deems just.

By: _____ Date: _____

You name here, sui juris
without prejudice of rights **UCC 1-308**
c/o postal service address
Your address here
Your city state and zip here

NOTARY PUBLIC

State _____

County _____

Subscribed and sworn to before me, a Notary Public, the above signed _____

This _____ day of _____, 2009

Notary Public
MY COMMISSION EXPIRES:
