Exhibit 1

Case 2:24-cv-09553-RGK-SK Document 1-1 Filed 11/05/24 Page 2 of 43 Page ID BLANDON JOE WILLFAMS (B) #:6
Po Box 1962, GRADAI, CA91204

STATE OF CALIFORNIA LOS ANGELES COUNTY SUPERIOR COURT – NORTH CENTRAL DISTRICT GLENDALE

CAUSE NO.

24NNCV04461

BRANDON JOE WILLIAMS®,

Plaintiff,

٧.

UNITED STATES SMALL BUSINESS ADMINISTRATION,

Defendant(s)

FILED
Superior Court of California
County of Los Angeles

SEP 2 0 2024

David W. Stayton, Executive Officer/Clerk of Court By: Z. Agazaryan, Deputy

PLAINTIFF'S COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

COMES NOW the Plaintiff, person BRANDON JOE WILLIAMS®, presented by man Brandon Joe Williams (hereinafter "Plaintiff"), and files this Complaint against Defendant UNITED STATES SMALL BUSINESS ADMINISTRATION (hereinafter "Defendant" or "SBA"), and alleges upon information and belief as follows:

IMPORTANT NOTE

1. Absolutely any attempt to degrade the Uniform Commercial Code by equating it or the technology of negotiable instruments to any "vapor money theory," "redemption scheme," or any other nonsense will be reported to the Supreme Court of the State, the Supreme Court of the United States, as well as to the Bar. Anyone attempting to degrade our law will not be tolerated.

JURISDICTION AND VENUE

- 2. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure §§ 410.10 and 395, as the Defendant conducts business within the State of California, and the obligations and liabilities arose therein.
- 3. Venue is proper in this judicial district pursuant to California Code of Civil Procedure § 395(a) because the events giving rise to this claim occurred in Los Angeles County.

II. PARTIES

I.

- A thorough breakdown of the parties, on the plaintiff side, can be found in the original
 affidavit novation that was sent to SBA (plaintiff has been naturalized into State of
 California) Exhibit A
- Defendant UNITED STATES SMALL BUSINESS ADMINISTRATION is a federal
 agency managed by the United States Government, with headquarters at 409 3rd Street,
 SW, Washington, D.C. 20416, and conducts business within the State of California.

III. GENERAL FACTUAL ALLEGATIONS

BRANDON JOE WILLIAMS® had a SBA "loan" - SBA Disaster Loan Application
 Number: 3600165973, Loan Number: 5126297804 for \$59,000

- 7. The "loan" was subsequently expanded to \$198,700 under the same application number, with the endorsement dated December 14, 2021, listing "Brandon Joe Williams" as the beneficiary.
- 8. Brandon Joe Williams endorsed the original promissory note with a blank endorsement due to a lack of knowledge regarding the terms and conditions of how the loan would be funded.
- 9. The original promissory notes (both the initial and the second one) were then funded by the SBA or its agent by endorsing the released original instruments using a qualified and special endorsement, preparing them for negotiation.
- 10. These instruments were then used as "collateral security" pursuant to 12 U.S.C. § 412, and an application for notes was executed accordingly, or the instruments were sold or traded while still blank endorsed, as they could be negotiated by transfer of possession alone.
- 11. THANKFULLY, no extraneous or irrelevant payments (overpayments) on either of these "loans" using Federal Reserve Notes or any other negotiable instrument.
- 12. A novation/affidavit clarifying Plaintiff's claim to all original negotiable instruments, as well as several other changes in the contract and unconditional orders to perform (via endorsement change and reacquisition of the instruments), was sent to Defendant. This document is attached hereto as Exhibit A.

- 13. Brandon Joe Williams as the agent for the Plaintiff is reclaiming the instruments in accordance with CALIFORNIA COMMERCIAL CODE, DIVISION 3, CHAPTER 3, SECTION 3306 (Model Code: UCC 3-306), which states: "A person taking an instrument, other than a person having rights of a holder in due course, is subject to a claim of a property or possessory right in the instrument or its proceeds, including a claim to rescind a negotiation and to recover the instrument or its proceeds."
- 14. The original instruments, now that negotiation has been clarified via the novation, constitute payment in accordance with CALIFORNIA COMMERCIAL CODE, DIVISION 3, CHAPTER 3, SECTION 3603 (Model Code: UCC 3-603(b)).
- 15. The novation/affidavit was signed for in Washington, D.C., on June 26, 2024, at 11:43 a.m., attached hereto as Exhibit A.
- 16. A second letter, indicating the affidavit as unrebutted, was signed for in Washington, D.C., on July 10, 2024, at 11:31 a.m., attached hereto as Exhibit B.
- 17. A third and final offer to perform and notice of intent to sue was signed for in Washington, D.C., on July 22, 2024, at 8:49 a.m., attached hereto as Exhibit C.
- 18. An irrelevant response from the SBA, received after both locations had received all three parcels (totaling six mailings), is attached hereto as Exhibit D.
- 19. A fourth and final letter, which was a slight amendment to the novation adding State criminal code statutes into the contractual relationship as a private right of action (signed

for in Washington, D.C., at 12:01 p.m. on September 9, 2024), is attached hereto as Exhibit E.

IV. FIRST CAUSE OF ACTION (Breach of Contract)

- 20. Plaintiff incorporates by reference all of the above paragraphs of this complaint as though fully stated herein with the same force and effect as if the same were set forth at length herein.
- 21. Defendant failed to perform the obligations outlined in the novation, constituting a breach of contract.
- 22. Instead of applying the payment to the account and closing it, Defendant sent Plaintiff to collections, amounting to harassment and additional failures to perform or dishonor the instruments.
- 23. Defendant failed to perform and failed to dishonor the instrument in accordance with CALIFORNIA COMMERCIAL CODE, DIVISION 3, CHAPTER 3, SECTION 3502 (Model Code: UCC 3-502).
- 24. This breach caused Plaintiff anxiety and difficulty, violating CALIFORNIA COMMERCIAL CODE, DIVISION 3, CHAPTER 3, SECTION 3603 (Model Code: UCC 3-603) and CALIFORNIA COMMERCIAL CODE, DIVISION 3, CHAPTER 3, SECTION 3502 (Model Code: UCC 3-502, and made it impossible for Plaintiff to perform under the contract.

- V. SECOND CAUSE OF ACTION (Breach of Fiduciary Duty)
- 25. Plaintiff incorporates by reference all of the above paragraphs of this complaint as though fully stated herein with the same force and effect as if the same were set forth at length herein.
- 26. Defendant accepted the second note with the beneficiary signature, thereby agreeing that Brandon Joe Williams was the beneficiary of the currency exchange.
- 27. Defendant failed to perform the duties outlined in the novation, which carefully delineated their fiduciary obligations, constituting a breach of fiduciary duty.
- 28. This Complaint serves as notice of breach of fiduciary duty in accordance with NOTICE OF BREACH OF FIDUCIARY DUTIES in accordance with CALIFORNIA COMMERCIAL CODE, DIVISION 3, CHAPTER 3, SECTION 3307 (Model Code: UCC 3-307).
- 29. Defendant ("fiduciary") failed to apply the payment or dishonor the instrument as required by CALIFORNIA COMMERCIAL CODE, DIVISION 3, CHAPTER 3, SECTION 3502 (Model Code: UCC 3-502), necessitating resolution under CALIFORNIA COMMERCIAL CODE, DIVISION 3, CHAPTER 3, SECTION 3603 (Model Code: UCC 3-603(b)).
- VI. THIRD CAUSE OF ACTION
 (Money [Currency] Had and Received)

- 30. Plaintiff incorporates by reference all of the above paragraphs of this complaint as though fully stated herein with the same force and effect as if the same were set forth at length herein.
- 31. The word "Currency" is added to this cause of action because we are ABSOLUTELY, POSITIVELY, ENTIRELY AND COMPLETELY not talking about "money" at all. CALIFORNIA COMMERCIAL CODE, DIVISION 3, CHAPTER 3, SECTION 3102 (Model Code: UCC 3-102) states: "(a) This Article applies to negotiable instruments. It does not apply to money."
- 32. The original notes constitute the currency in question. Plaintiff possessed these notes prior to indorsement and negotiation. Had Plaintiff been aware that the note would fund the loan, he would have indorsed it with a qualified and/or special endorsement.
- 33. Defendant had a duty to ensure that Plaintiff understood the terms of the contract. This GROSS negligence resulted in the value of the original note being released without condition, rather than being applied to zero out the account after the currency exchange, effectively enslaving Plaintiff.

VII. FOURTH CAUSE OF ACTION (Fraud)

34. Plaintiff incorporates by reference all of the above paragraphs of this complaint as though fully stated herein with the same force and effect as if the same were set forth at length herein.

- 35. Defendant had a duty to inform its borrowers—who are not actually borrowers—about how the funding process works (i.e., that the borrower funds their own loan).
- 36. Defendant failed to disclose to Plaintiff that the original note would undergo a currency exchange to fund the loan.
- 37. This omission constituted fraud, creating a false peonage situation by making BRANDON JOE WILLIAMS® believe he needed to work or acquire negotiable instruments called Federal Reserve Notes from unrelated sources to perform on this account, which is GROSSLY misleading.

VIII. FIFTH CAUSE OF ACTION (Conversion)

- 38. Plaintiff incorporates by reference all of the above paragraphs of this complaint as though fully stated herein with the same force and effect as if the same were set forth at length herein.
- 39. By failing to inform BRANDON JOE WILLIAMS® of his indorsement options,

 Defendant unlawfully gained control of the valuable original negotiable instruments
 through unknowing blank endorsements.
- 40. Defendant's actions deprived Plaintiff of his property rights in the instruments.
- IX. SIXTH CAUSE OF ACTION (Unjust Enrichment)

- 45. Plaintiff incorporates by reference all of the above paragraphs of this complaint as though fully stated herein with the same force and effect as if the same were set forth at length herein.
- 46. Defendant used the original promissory notes, negotiated under fraudulent blank indorsements, to fund the loan by exchanging the instrument at the Federal Reserve Discount Window pursuant to 12 U.S.C. § 412, or by selling or trading the bearer security through transfer of possession.
- 47. Essentially, Plaintiff funded his own loan, and Defendant was unjustly enriched by this process.
- 48. This process was deliberately obscured to make it appear as though the bank was lending negotiable instruments to Plaintiff when it was merely facilitating a currency exchange between different types of negotiable instruments.
- X. SEVENTH CAUSE OF ACTION
 (Violation of California Business and Professions Code § 17200 Unfair,
 Unlawful and Fraudulent Business Activities)
- 49. Plaintiff incorporates by reference all of the above paragraphs of this complaint as though fully stated herein with the same force and effect as if the same were set forth at length herein.
- 50. Defendant engaged in unfair, unlawful, and fraudulent business acts by misappropriating the original notes and failing to disclose material information regarding the funding process.

- 51. The original notes, once the novation affidavit went unaddressed, are considered stolen negotiable instruments.
- 52. Discovery is necessary to trace the location and negotiation of these instruments and to determine any monetary securitization that has occurred.
- 53. Plaintiff is entitled to restitution and disgorgement of all profits derived from the securitization of the original notes and any additional profits or secondary actions derived therefrom.
- XI. EIGHTH CAUSE OF ACTION
 (Violation of California Penal Code § 496(a) TRANSPORTATION OF
 STOLEN SECURITIES Private Right of Action available due to the
 acquiescence of Exhibit E):
- 54. Plaintiff incorporates by reference all of the above paragraphs of this complaint as though fully stated herein with the same force and effect as if the same were set forth at length herein.
- 55. The original notes, after the novation affidavit was ignored, are deemed stolen negotiable instruments.
- 56. Defendant knowingly received, concealed, or withheld property that was stolen or obtained by theft, in violation of California Penal Code § 496(a).
- 57. Plaintiff is entitled to treble damages pursuant to California Penal Code § 496(c).

- XII. NINTH CAUSE OF ACTION

 (Violation of California Corporations Code § 25541 Securities and Commodities Fraud Private Right of Action available due to the acquiescence of Exhibit E):
- 58. Plaintiff incorporates by reference all of the above paragraphs of this complaint as though fully stated herein with the same force and effect as if the same were set forth at length herein.
- 59. Defendant misappropriated the original notes through blank indorsements and used them as "collateral security" to fund the loan.
- 60. Through fraudulent means, Defendant caused Plaintiff to unknowingly fund his own loan, thereby violating California securities laws.
- XIII. TENTH CAUSE OF ACTION
 (Violation of California Penal Code § 236.1 Human Trafficking:
 Peonage/Slavery Private Right of Action available due to the acquiescence of Exhibit E):
- 61. Plaintiff incorporates by reference all of the above paragraphs of this complaint as though fully stated herein with the same force and effect as if the same were set forth at length herein.
- 62. Defendant's deceptive practices led Plaintiff to unknowingly fund his own loan, creating an illusion of indebtedness and illegally placing him into a state of debt slavery, in violation of California Penal Code § 236.1.

- XIV. ELEVENTH CAUSE OF ACTION

 (Violation of California Penal Code § 487 PC Grand Theft Private Right of Action available due to the acquiescence of Exhibit E):
- 63. Plaintiff incorporates by reference all of the above paragraphs of this complaint as though fully stated herein with the same force and effect as if the same were set forth at length herein.
- 64. Through unknowing blank indorsements—a result of Defendant's failure to inform (fraud by omission)—Defendant effectively stole the original notes from Plaintiff by depriving him of the opportunity to apply qualified or special indorsements.

XV. DEMAND FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in his favor and against Defendant as follows:

- 1. For full discharge of all aforementioned loans in their current state.
- For an order compelling discovery to determine how the original promissory notes were securitized after being unknowingly released for negotiation via blank indorsements, and for all profits derived from such securitization to be awarded to Plaintiff as additional damages.
- 3. For damages in the amount of \$2,000,000 (two million dollars), payable in negotiable instruments called Federal Reserve Notes or another currency to be exchanged by the Court at the Federal Reserve Discount Window for Federal Reserve Notes.

- 4. Alternatively, that Defendant agrees to sign a limited power of attorney with Plaintiff to open a revolving credit account with no credit limit, permitting Defendant to execute qualified, special, or restrictive indorsements on all instruments in an unlimited credit functionality. This arrangement would entitle Defendant to the interest on said generated instruments to establish adequate consideration. This option would eliminate the need for the \$2,000,000 in damages specified in the previous paragraph and obviate the necessity for discovery to locate all securitization that occurred on the original promissory notes.
- 5. For restitution and disgorgement of all profits obtained by Defendant through the wrongful acts alleged herein.
- 6. For treble damages as allowed under California Penal Code § 496(c).
- 7. For such other and further relief as the Court deems just and proper.

September 20, 2024

BRANDON JOE WILLIAMS®

BY: Isl Brandon Joe Williams
Brandon Joe Williams, Attorney-in-fact
P.O. Box 1962
Glendale, California 91209
Brandon@williamsandwilliamslawfirm.com
(747) 273-0799

CERTIFICATE OF SERVICE

I hereby certify that on September 20th, 2024, a copy of the foregoing has been duly served upon the Clerk of this Court by certified mail sent to: Los Angeles County Superior Court – North Central District – Glendale with an address at 600 E. Broadway, Glendale, CA 91206.

Distribution:

No parties or representation have filed in as of this Appearance submittal.

Certified,

<u> Isl Brandon Joe Williams</u>

EXHIBIT





Affidavit: Novation, Orders, Clarification and Statement of Value and Consideration

June 20th, 2024

From:
Brandon Joe Williams, attorney-in-fact
On behalf of BRANDON JOE WILLIAMS®
PO Box 1962
Glendale, CA 91209
(747) 273-0799
Brandon@williamsandwilliamslawfirm.com
www.williamsandwilliamslawfirm.com

To:
U.S. Small Business Administration
409 3rd St., SW
Washington, DC 20416
Certified Mail # 9589 0710 5270 0926 1867 62

cc:
U.S. Small Business Administration
Los Angeles District Branch
312 N. Spring St.
Los Angeles, CA 90012
Certified Mail # 9589 0710 5270 0926 1867 79

Regarding application #360016597, loan #5126297804 and any attached or connected accounts, applications, reorganization agreements, negotiable instruments, etc.

Section 1: Definitions

Payment:

The fulfillment of a promise, or the performance of an agreement. -Black's Law 4th Edition

Tender:

- 1. The offer of performance, not performance itself, and, when unjustifiably refused, places other party in default and permits party making tender to exercise remedies for breach of contract.

 -Black's Law 4th Edition
- 2. An offer of money; the act by which one produces and offers to a person holding a claim or demand against him the amount of money which he considers and admits to be due, in satisfaction of such claim or demand, without any stipulation or condition. -Black's Law 4th Edition

Check:

The Federal Reserve Board defines a check as "a draft or order upon a bank or banking house purporting to be drawn upon a deposit of funds for the payment at all events of a certain sum of money to a certain person therein named or to him or his order or to bearer and payable instantly on demand." It must contain the phrase "pay to the order of." - Black's Law 5th Edition

US dollars:

United States coins and currency (including Federal reserve notes and circulating notes of Federal reserve banks and national banks) are legal tender for all debts, public charges, taxes, and dues. Foreign gold or silver coins are not legal tender for debts. - 31 USC 5103

Novation:

The substitution of a new debt or obligation for an existing one. -Black's Law 4th Edition

Consideration:

- 1. Consideration is not to be confounded with motive. Consideration means something which is of value in the eye of the law, moving from the plaintiff, either of benefit to the plaintiff or of detriment to the defendant. -Black's Law 4th Edition
- Nothing is consideration that is not regarded as such by both parties. Schlecht v. Schlecht, 168
 Minn. 168, 209 N.W. 883, 887

Nation:

"An Independent body politic; a society of men united together for the purpose of promoting their mutual safety and advantage by the joint efforts of their combined strength. But every combination of men who govern themselves independently of all others will not be considered a nation. A body of pirates, for example, who govern themselves, are not a nation. To constitute a nation, another ingredient is required. The body thus formed must respect other nations in general, and each of their members in particular. Such a society has her affairs and her interests; she deliberates and takes resolutions in common, thus becoming a moral person, who possesses

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an understanding and will peculiar to herself, and is susceptible of obligations and rights." -Vattel, Prelim. Ill, 2; 5 Pet. (U. S.) 52. See 1 Idaho (N. S.) 612.

UCC 3-103 definitions of "order" and "promise" (a "bill of exchange" is an unconditional order to pay and a "promissory note" is an unconditional promise to pay):

- (8) "Order" means a written instruction to pay money signed by the person giving the instruction. The instruction may be addressed to any person, including the person giving the instruction, or to one or more persons jointly or in the alternative but not in succession. An authorization to pay is not an order unless the person authorized to pay is also instructed to pay.
- (12) "Promise" means a written undertaking to pay money signed by the person undertaking to pay. An acknowledgment of an obligation by the obligor is not a promise unless the obligor also undertakes to pay the obligation.

Section 2: Introduction

Thank you very much for reading this and forwarding it to the proper person to handle it. Notice to agent is notice to principal.

I'm available via multiple forms of contact if any clarification of this document is needed prior to responding in affidavit form.

Section 3: Novation Points

A. Parties

1. Definitions and Background

The definition of Person, from 26 USC 7701(a)(1) is: "The term 'person' shall be construed to mean and include an individual, a trust, estate, partnership, association, company or corporation."

The definition of "certificate" is: "statement of some fact in a writing signed by the party certifying." -Nowell v. Mayor and Council of Monroe, 177 Ga. 648, 171 S.E. 136, 141

The definition of "live birth" is: "Live birth' means the complete expulsion or extraction from its mother of a product of conception (irrespective of the duration of pregnancy) which, after such separation, breathes or shows any other evidence of life such as beating of the heart, pulsation of the umbilical cord, or definite movement of voluntary muscles, whether or not the umbilical cord has been cut or the placenta is attached."

A "Certificate of Live Birth" is a statement of fact that a live birth occurred.

Typically, there are aspects of the live birth, such as the placenta, which is "abandoned" (left for disposal) by the mother. This could also be other parts of the birth such as the umbilical cord.

"STATE OF INDIANA" is listed as a business on Dun and Bradstreet and is located in the District of Columbia. The evidence behind this is that the United States is located in the District of Columbia as per UCC 9-307(h). "STATE OF INDIANA" is a sub-corporation of United States. 4 USC 72 also covers this idea as well: "All offices attached to the seat of government shall be exercised in the District of Columbia, and not elsewhere, except as otherwise expressly provided by law."

"Naturalization," as per 8 USC 1101(a)(23) is defined as: "The term 'naturalization' means the conferring of nationality of a state upon a person after birth, by any means whatsoever."

The definition of the word "person" from Title 8 is defined as "an individual or organization." The word "state" from naturalization is synonymous with the word "nation," which is defined in the definitions section in Section 1 of this novation.

The definition of "public corporation" is: "A public corporation is one created by the state for political purposes and to act as an agency in the administration of civil government." -Black's Law 4th edition

2. Clarification and Novation of Parties

When born, my mother "abandoned" the various "products of conception." These products were part of the live birth and the Certificate of Live Birth involves only those abandoned products, not the male body of which I possessed and inhabit to this day.

The "Certificate of Live Birth" is a document that is an abandonment and naturalization document. It is a document that shows that products of the Live Birth were abandoned and it also is my mother conferring the nationality of the State called "STATE OF INDIANA" upon the abandoned products of conception, after birth, by any means whatsoever (naturalization). This effectively naturalized, what was assumed to be me, falsely, into the District of Columbia.

There is a specific line on my Certificate of Live Birth entitled "Date received by local Health Officer." This date is the date that a public corporation/trust/estate was opened as a legal fiction which represents the abandoned products of conception.

This public corporation/trust/estate is represented by my name, converted into a trade name or "doing business as" name of my name in all capital letters: BRANDON JOE WILLIAMS.

I have a registered trademark on that trade name, BRANDON JOE WILLIAMS®, which is trademark #97335158 with the USPTO. Any unauthorized use of that trade name will be a cause of action for trademark infringement.

This corporation/trust/estate is a person, as per most definitions found of the word.

The birthday of the person, BRANDON JOE WILLIAMS®, is the date that the Certificate of Live Birth was received by the local Health Officer, which would be Feb 14th, 1986.

THE SOCIAL SECURITY NUMBER IS AN EMPLOYER IDENTIFICATION NUMBER (EIN/TIN) FOR THE PUBLIC CORPORATION/TRUST/ESTATE AND IS NOT ATTACHED TO THE NATURAL PERSON. EIN NUMBERS ARE ASSIGNED TO BUSINESSES, NOT MEN AND WOMEN.

Myself, not involving any of the above aspects, am a "natural person" or "individual." But those terms are quite confusing and even have some definitions that infer that the terms could include artificial fictions such as corporations, trusts, estates, etc.

A good example of the above confusion can be found in this definition of the word "individual":

"As a noun, this term denotes a single person as distinguished from a group or class, and also, very commonly, a private or natural person as distinguished from a partnership, corporation, or association; but it is said that this restrictive signification is not necessarily inherent in the word, and that it may, in proper cases, include artificial persons." -State v. Bell Telephone Co., 36 Ohio St. 310, 38 Am.Rep. 583.

For clarity of all of our contracts, the term "natural person" and ALSO the term "individual," in all aspects of our contracting, will be defined as the following: "the living man or woman. This man or woman operates and speaks on behalf of the public corporation/trust/estate in the fictional world, but is entirely a different person. This "individual" or "natural person" does not fit the definitions in the normal legal world and this definition specifically and entirely eliminates all assumptions of jurisdiction, citizenship, nationality, etc. All of that information is definable only and exclusively by the individual man or woman and is NOT subject to absolutely any involuntary servitude, forced contractual obligation, etc."

I have a State case legally changing my name from "BRANDON JOE WILLIAMS" to "Brandon Joe Williams" that was approved by a judge in case 23STCP02865.

My birthday, as a natural person, is January 28th, 1986.

I operate as the attorney-in-fact over the person named BRANDON JOE WILLIAMS® and all contact will be made through BRANDON JOE WILLIAMS® (including any litigation).

I also have a perfected security interest in a UCC1 available on the STATE OF CALIFORNIA Secretary of the State website by searching "BRANDON JOE WILLIAMS."

Conclusion: there are two persons at play here. One is a "natural person" and the other is a public corporation. The public corporation is used as a buffer or flow-through for all commercial transactions and it is agreed through this novation that the trade name, BRANDON JOE WILLIAMS®, will be the primary person mentioned on all documents and litigation and then the natural person, Brandon Joe Williams, speaks on behalf of the public corporation because the public corporation cannot speak or write. Brandon Joe Williams will not be the one entering jurisdiction into any court and he will be using naturalization in order to move BRANDON JOE WILLIAMS® into the court but it is agreed by all parties that he is still operating pro se in the courts as he is still presenting "in his own name." The agreement is that BRANDON JOE WILLIAMS® is a commercial

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trade name that Brandon Joe Williams is authorized to use in commerce. Brandon Joe Williams is a foreign national of the Nation of the Amnesty Coalition, which can be viewed at www.theamnestycoalition.org. BRANDON JOE WILLIAMS® is movable via naturalization as per 8 USC 1101(a)(23) and will be moved around, at will, by Brandon Joe Williams. If a Power of Attorney for BRANDON JOE WILLIAMS® on behalf of Brandon Joe Williams is requested, it will be provided (it is also available for download at www.williamsandwilliamslawfirm.com). Brandon Joe Williams is not a "resident" or "citizen" of absolutely any corporate, incorporated or business entity. The plural version of men or women is "people," whereas the plural of legal fictions is "persons."

B. All Other Points of Novation

- All previous assumed or expressed arbitration agreements are hereby void due to fraud
 and lack of consideration. No parties are any longer eligible for ANY arbitration
 activities and discovery, right to a jury trial and ALL other rights of due process are
 hereby retained explicitly by all parties
- Without prejudice and the reserving of all rights is hereby activated for both BRANDON JOE WILLIAMS® and Brandon Joe Williams. All rights are reserved at all times.
- 3. All negotiable instruments (promissory notes and bills of exchange) involving all transactions on all accounts past, present and future, are hereby novated under fraud (lack of clear conditions/terms, fraud, unjust enrichment, etc). All past, present and future blank indorsements are hereby canceled. ALL BLANK INDORSEMENTS, FROM THIS POINT FORWARD, NEED TO BE EXPLICITLY INDORSED "Pay to the order of: bearer" OTHERWISE THEY CANNOT BE ASSUMED TO BE BLANK. The new qualified/special indorsement for all past, present and future securities is now the following (consideration to all currency exchanges will be paid once performance of Federal Reserve Discount Window services have been completed and Federal Reserve Notes are returned to the payee):

WITHOUT RECOURSE
Pay to the Order of:
BRANDON JOE WILLIAMS
By: /s/ Brandon Joe Williams, agent

Brandon Joe Williams, attorney-in-fact

4. All Title 18 crimes, which normally do not have a "private right of action" in litigation, are hereby entered into this novation as a CONTRACTUAL aspect of our private agreements. Meaning that all of these Codes are now enforceable in a civil court as a private part of our contractual obligations and THESE CODES ARE NOW ACTIVE TO BEING CAUSES OF ACTION IN CIVIL COURT.

- Anything that was previously pledged as collateral on any accounts or loans, above and beyond the original promissory note that now has a qualified/special indorsement, is hereby released and is no longer attached as collateral on any accounts.
- 6. All interest payable on all notes or bills are now claimed by BRANDON JOE WILLIAMS® and Brandon Joe Williams and that controversy needs to be sorted out right away so we can determine what service fee that any banking/financial organization will be getting for the service of currency exchange at the Federal Reserve Discount Window.
- 7. If you are a bank, credit union, or any other financial organization, you are hereby now the fiduciary for BRANDON JOE WILLIAMS® and Brandon Joe Williams. Your fiduciary duty is to ensure the clean, direct and honest negotiation of all negotiable instruments and to properly help us do a currency exchange of the original collateral securities for Federal Reserve Notes at the Federal Reserve Discount Window. Absolutely anything that would not effectively and rapidly assist in that is now officially a breach of fiduciary duties. Any usage of the term "lender" or "borrower" when attempting to say that you "lended" either of us anything will be a charge of breach of fiduciary duties. The ONLY thing that is considered consideration in this contract is now the helpful actions that assist us in security swaps at the Federal Reserve Discount Window NOTHING ELSE IS CONSIDERATION.
- 8. Notarization is not naturalization and just because a document was notarized in a location does not mean that is naturalization of any individual or organization. Naturalization is only legally binding if it is a clear and specific conferring of a state/State/nation upon an individual or organization, after birth, by any means whatsoever. As of the writing of this novation, BRANDON JOE WILLIAMS® is hereby conferred into the business called STATE OF CALIFORNIA, while Brandon Joe Williams confers the state called the Nation of the Amnesty Coalition (unincorporated) upon himself, after birth, by any means whatsoever. Brandon Joe Williams is the King of The Amnesty Coalition.

Section 3: Value and Consideration Clarification

To be clear, all "lending" was never is not considered consideration (because there is no lending going on).

But facilitating Federal Reserve services at the Discount Window via an OC-10 agreement is considered consideration.

It is valuable consideration that my currency (original note) is being swapped at the Window for another type of currency (Federal Reserve Notes) and returned to me.

This activity is not "lending" but is a simple "currency exchange." This is what it will be called in all aspects of our contract or any necessary litigation.

Any usage of the word "lending" or any indication of me being "loaned" anything will be met with fraud charges.

Section 4: Orders

Please discharge/set-off all imbalanced accounts and immediately refund all overperformance on this account since the account's inception. Please send me a verified affidavit of this being completed (by an individual). Please include their phone number and email on the affidavit as well in case I need to contact them,

Please immediately remove any bad reports that may have been made on the credit score of the trade name BRANDON JOE WILLIAMS®.

Please remove any accounts from any "collections."

Please also release all liens or any other security interest that has been filed in any way for any asset and please destroy any Certificates of Title or any other securities showing a "security interest" for anything associated with our contracts.

All assets will now be held in full dominion in private trusts that are located in the Nation of The Amnesty Coalition. Do not list the public corporation as a "registered owner" or release any documentation showing a security interest. Anything issued of this type will be securities fraud and will be handled with litigation (civil and criminal).

This includes any interest available from the swapping of any collateral securities at the Federal Reserve Discount Window, any extraneous and irrelevant Federal Reserve Notes that were tendered onto this account, and any additional securitization or activities that took place with any original collateral securities.

You have a total of 30 days to complete these orders from the time this affidavit is signed for (there will be a series of other mailings sent to you during this time to ensure proper notice of novation).

This document is an unconditional order to perform.

Section 5: Closing Statements

This affidavit is being sent to you in good faith.

UCC 1-201 defines "good faith" as: "honesty in fact and the observance of reasonable commercial standards of fair dealing."

I would like to be clear that I am absolutely and entirely available for in-person communication, email, phone calls, texts, faxes or hard mail through the USPS. I am not a combatant and simply

wish to establish a more equitable agreement between us both where we can both win and succeed.

This is an affidavit that is being issued to you. This affidavit must be rebutted by an affidavit specifically clarifying and rebutting each and every INDIVIDUAL aspect of which you are not in agreement with or would like to change and exact and specific reasoning and supporting laws/statutes must be written in the affidavit in order for there to be a justiciable controversy on that particular aspect.

The total time that you are being given to perform on these orders is 30 days from the receipt of this affidavit.

If there is a denial of the orders in Section 4 or if these affidavits are ignored, litigation will be filed and served immediately after the denial or immediately after the 30 day period clapses.

You can call me, email me, send mail to me, or any other reasonable attempt to contact me and I'll be more than happy to speak to you. I am more than willing to work with you and this section is here just to be clear that intimidation, slander, libel, lies and bluffs will be AGGRESSIVELY handled to the absolute fullest extent of the law.

Honest attempts to solve the difficulties and controversies that we find ourselves in will be met with sincerity and appreciation.

Signature Section (pursuant to 28 USC 1746, "If executed without the United States"):

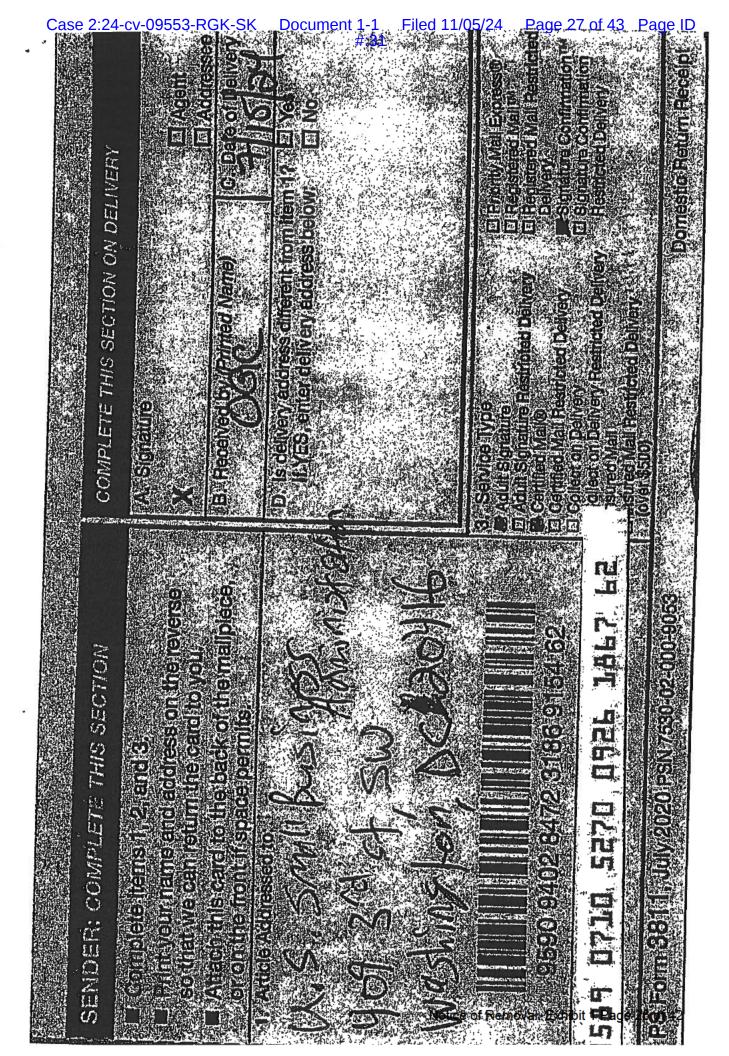
I declare under penalty of perjuny under the laws of the United States of America that the foregoing is true and correct, Executed on (date):

See Attached Ca Compliant Acknowledgement or Jurat Ca Chil Code Secs 1189 & 1185 CALIFORNIA JURAT

Government Code section 8202

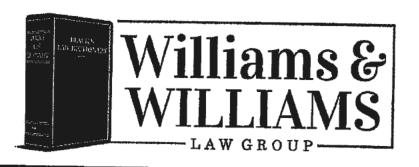
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

	•
State of California County of OS ANGULOS	•
Subscribed and sworn to (or affirmed) before me on this day of 20	
(and 2) Signer Name	
Provided to me on the basis of satisfactory evidence to be the person(s) who appeared before me.	OREA SOLDO ubilic - California nura County sion #.2409183 pirex Jun 26, 2026
Type/Title:of document DV ab Q PD FA Date of document M Q Q 2074	



EXHIBIT

B



2nd Mailing - Affidavit: Novation, Orders, Clarification and Statement of Value and Consideration

July 3rd, 2024

From:

Brandon Joe Williams, attorney-in-fact
On behalf of BRANDON JOE WILLIAMS®
PO Box 1962
Glendale, CA 91209
(747) 273-0799
Brandon@williamsandwilliamslawfirm.com
www.williamsandwilliamslawfirm.com

To:

U.S. Small Business Administration 409 3rd St., SW Washington, DC 20416 Certified Mail # 9589 0710 5270 0926 1868 09

cc:

U.S. Small Business Administration Los Angeles District Branch 312 N. Spring St. Los Angeles, CA 90012 Certified Mail # 9589 0710 5270 0926 1868 16

Regarding application #360016597, loan #5126297804 and any attached or connected accounts, applications, reorganization agreements, negotiable instruments, etc.

Notice of Unrebutted Affidavit

Parcels 1: Certified Mail # 9589 0710 5270 0926 1867 62 and 2: Certified Mail # 9589 0710 5270 0926 1867 79 have both been effectively delivered.

Parcel 1 was delivered on June 26 at 11:43AM.

Parcel 2 was delivered on June 21 at 12:43PM.

This affidavit is unrebutted.

This is the second of a total of 3 mailings that will be made to you prior to litigation.

Please perform on the orders given in the original parcel.

I will enclose scanned copies of what was originally sent for you.

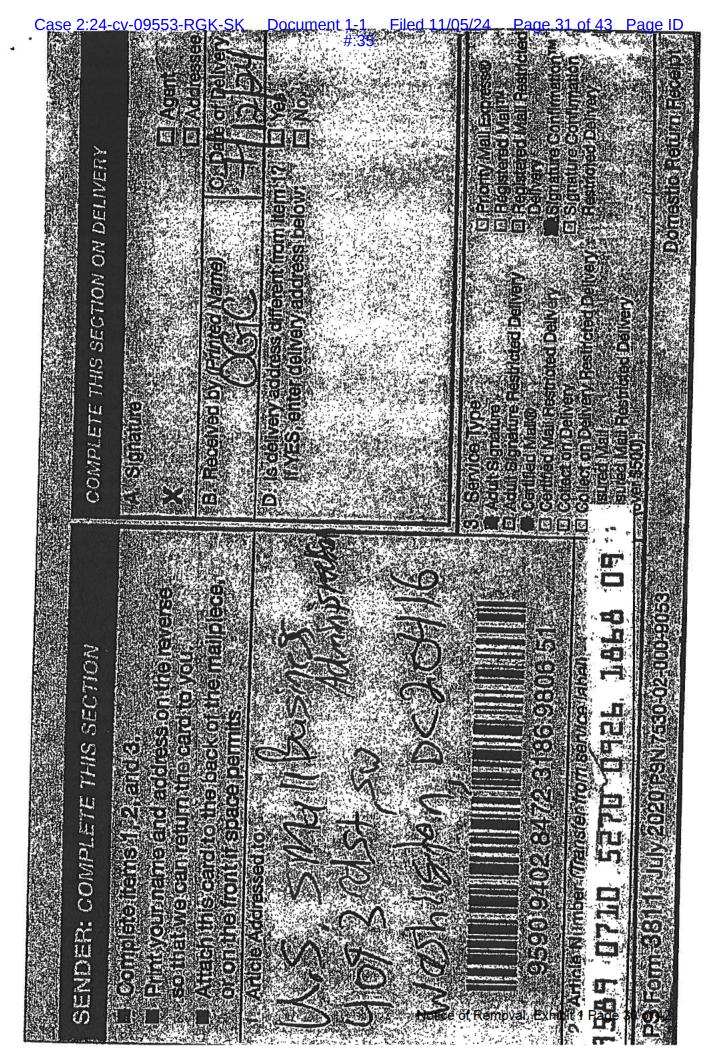
Parcel 1 has until July 26th for compliance.

Parcel 2 has until July 21st for compliance.

Please call, text or email me with any concerns, questions or difficulties in performing on the orders.

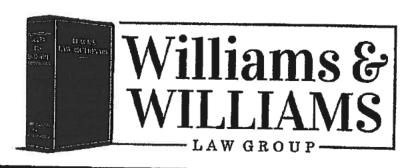
Sincerely,

Brandon Joe Williams



EXHIBIT

C



3nd Mailing - Affidavit: Novation, Orders, Clarification and Statement of Value and Consideration

July 15rd, 2024

From:

Brandon Joe Williams, attorney-in-fact On behalf of BRANDON JOE WILLIAMS® PO Box 1962 Glendale, CA 91209 (747) 273-0799 Brandon@williamsandwilliamslawfirm.com www.williamsandwilliamslawfirm.com

To:

U.S. Small Business Administration 409 3rd St., SW Washington, DC 20416 Certified Mail # 9589 0710 5270 0926 1869 53

cc:

U.S. Small Business Administration Los Angeles District Branch 312 N. Spring St. Los Angeles, CA 90012 Certified Mail # 9589 0710 5270 0926 1869 60

Regarding application #360016597, loan #5126297804 and any attached or connected accounts, applications, reorganization agreements, negotiable instruments, etc.

Notice of Litigation

First round of mailings: Certified Mail # 9589 0710 5270 0926 1867 62 and Certified Mail # 9589 0710 5270 0926 1867 79 have both been effectively delivered.

Parcel 1 was delivered on June 26 at 11:43AM.

Parcel 2 was delivered on June 21 at 12:43PM.

The second round of parcels are Certified Mail #s: 9589 0710 5270 0926 1868 09 and 9589 0710 5270 0926 1868 16

Parcel 3 was delivered on July 10, 2024, at 11:31 am.

Parcel 4 was delivered on July 5, 2024, at 12:35 pm

This affidavit is unrebutted and the novation is hereby activated.

This is the THIRD AND FINAL mailing of a total of 3 mailings that will be made to you prior to litigation.

Please perform on the orders given in the original parcel.

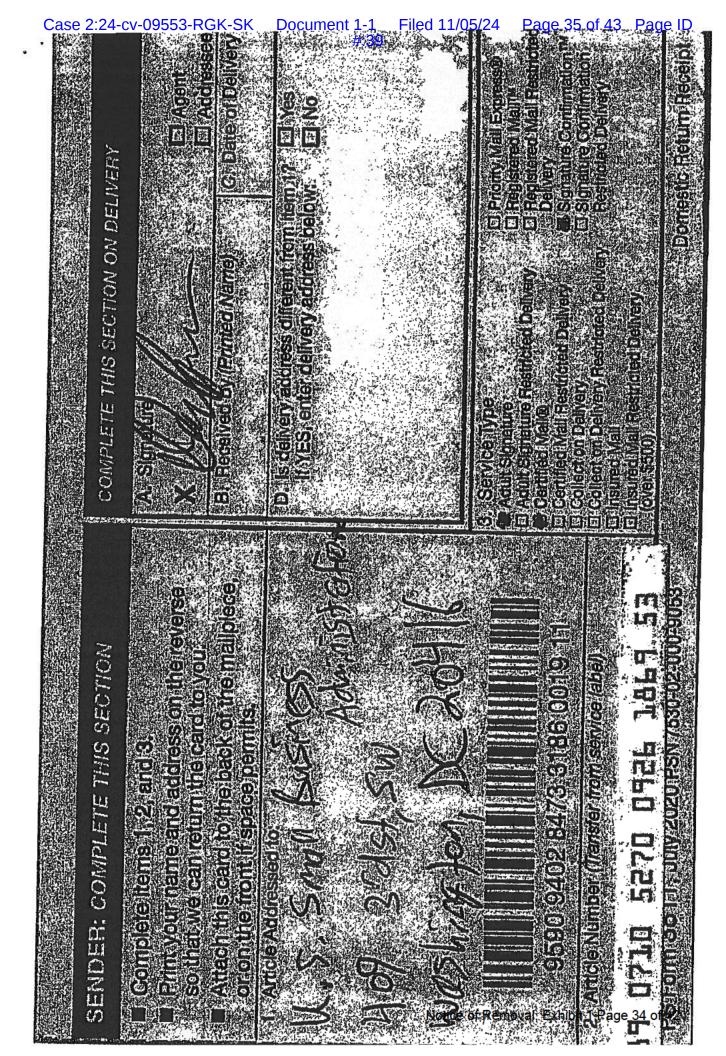
I will enclose scanned copies of the original affidavit and orders for you in this third and final mailing.

You have until July 26th to comply before litigation is initiated.

Please call, text or email me with any concerns, questions or difficulties in performing on the orders.

Sincerely,

Brandon Joe Williams



EXHIBIT

Brandon Joe Williams P.O. Box 1962 Glendale, CA 91209



U.S. SMALL BUSINESS ADMINISTRATION WASHINGTON, DC 20416

August 9, 2024

Brandon Joe Williams P.O. Box 1962 Glendale, CA 91209 Brandon@williamsandwilliamslawfirm.com

Dear Brandon Joe Williams.

In these unprecedented times, we understand the challenges you are facing. The Small Business Administration (SBA) is making every effort to support small businesses, which are the backbone of the American economy. Thank you for contacting the SBA Office of Capital Access on July 15, 2024, on behalf of your business, Demand Creators Inc. We are in receipt of your Affidavit: Novation, Orders, Clarification and Statement of Value and Consideration document for your COVID-19 Economic Injury Disaster Loan (HDL).

The above-mentioned does not specify a dispute of your COVID-19 EIDL debt obligation. Please provide further details of the basis for any dispute and supporting documentation so that the SBA may review your claim. Until this information is provided along with supporting documentation, the SBA will not review your claimed dispute.

The responsibility for the subject debt has not changed. Communications will continue to be directed to the person, address, email, and telephone number provided in the COVID-19 EIDL application. The Debt Collection Improvement Act (DCIA) requires SBA to contact the borrower to advise as to the status of the loan and collection efforts. As such, you will continue to receive direct communication on this loan.

In addition, the SBA reviewed your file as a result of this inquiry. Our records confirm that a COVID-19 EIDL application was submitted on March 30, 2020. The loan application was approved and obligated on May 29, 2020, and a COVID-19 EIDL disbursement of \$59,000 was successfully funded on the same day. Loan increase funds were approved and obligated on July 9, 2021, and final disbursement of \$139,700 was successfully funded on July 12, 2021, totaling \$198,700 in loan proceeds, as a loan that must be paid in full.

You consented to the terms of this loan when you executed the Loan Authorization and Agreements on May 29, 2020, and July 9, 2021. These agreements are non-negotiable after the borrower has agreed to the terms. Following the 30-month deferment period, loan installment payments of \$1,001 became due on November 1, 2022, and are required monthly. The loan

Brandon Joe Williams Page 2

payment obligation for Demand Creators Inc. is delinquent for six hundred forty-seven (647) days. Continued delinquency has resulted in collection actions including liquidation, and chargeoff on June 9, 2023, and possible referral to the U.S. Department of Treasury.

The COVID-19 EIDL is not a forgivable loan program. Additionally, the 30-month COVID-19 EIDL deferment period cannot be extended. However, the SBA offers a Hardship Accommodation Plan (HAP) for borrowers experiencing short term financial challenges. In February of 2024, the SBA expanded the HAP eligibility criteria to include borrowers who are not current on the loan for delinquent liquidation and charge-off loan statuses.

With recent HAP expansion, borrowers eligible for this plan do not have to bring the loan current. Enrollment in the HAP will bring the loan current and return the loan to regular service, forty-eight (48) hours after successful enrollment. Borrowers may make reduced payments for six months while interest will continue to accrue. Accrued interest may increase (or create) a balloon payment due at the end of the loan term.

When considering repayment, borrowers must pay at least 10% of the monthly payment amount (with a \$25 minimum) for six months. During the Hardship Accommodation period, borrowers can voluntarily make larger payments. The regular monthly payment amount will resume and be required after the six-month Hardship Accommodation period ends. At this time, borrowers may be eligible to renew the HAP if necessary.

If borrowers do not make on-time HAP payments, the COVID-19 RIDL will re-enter default and collection actions will resume immediately, seeing all delinquency criteria are met. Furthermore, the borrower will be ineligible to request an additional HAP.

Eurollment in the HAP can be requested in the MySBA Loan Portal account. To enroll in the HAP, within the portal, select "Loan Summaries" in the toolbar. On the Loan Summary page, look for "Hardship Accommodation Plan" in the bottom right corner and select "Learn more and enroli".

You can make loan installment payments through the MySBA Loan Portal at https://lending.sba.gov using the Capital Access Financial System (CAFS) account username and password once registered, as well as access billing statements, loan details and documents: If additional assistance is needed logging in or setting up a MySBA Loan Portal account, you can contact MySBA Loan Portal Customer Service at 1-833-572-0502 or cls@sba.gov. A loan specialist will contact you regarding account requirements.

We recognize this has been a challenging time for your business and the nation. The SBA has local offices in the community which can refer you to resources that may be able to assist your business in other ways, if needed. For more information on these services, please visit www.sba.gov/localassistance to locate the email address and phone number for the nearest SBA District Office and/or SBA resource partner. You will need to call or email for a virtual appointment.

Brandon Joe Williams Page 3

If you have any further questions, please contact the SBA disaster assistance customer service center by email at covideidiservicing@sba.gov or by phone at 1-833-853-5638.

Sincerely,

Roger B. Garland

Director Disaster Lending Operations Division

Office of Capital Access

Roger B Garland

EXHIBIT

E



4nd Mailing - Amended Novation

August 4th, 2024

From:

Brandon Joe Williams, attorney-in-fact
On behalf of BRANDON JOE WILLIAMS®
PO Box 1962
Glendale, CA 91209
(747) 273-0799
Brandon@williamsandwilliamslawfirm.com
www.williamsandwilliamslawfirm.com

To:

U.S. Small Business Administration 409 3rd St., SW Washington, DC 20416 Certified Mail # 9589 0710 5270 0926 1871 03

cc:

U.S. Small Business Administration
Los Angeles District Branch
312 N. Spring St.
Los Angeles, CA 90012
Certified Mail # 9589 0710 5270 0926 1871 10

Regarding application #360016597, loan #5126297804 and any attached or connected accounts, applications, reorganization agreements, negotiable instruments, etc.

Amended Novation

While preparing litigation, I have decided that this case will be filed in State court rather than Federal.

In the original novation, of which I will enclose another copy in this parcel, we agreed to add in all Title 18 USC claims into our agreement as a private right of action in litigation in section B4. I will circle that section in the copy I enclose.

This amended novation also includes any State criminal claims or statutes, on top of the Title 18 USC claims. This now gives both parties the ability to bring State criminal, penal or any other kind of claims into a civil court with a private right of action as being contractual via this novation.

Due to this novation being just a slight adjustment, this novation will be considered active upon signing for the parcel containing it.

Sincerely,

Without prejudice /s/ Brandon Joe Williams