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BRANDON JOE WILLIAMS®

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

BRANDON JOE WILLIAMS®, Plaintiff, v. UNITED STATES SMALL BUSINESS ADMINISTRATION, Defendant.	No. 2:24-cv-09553-RGK-SK **OBJECTIONS REGARDING ORDER FROM 12/30/24 (DOCKET #23)** Honorable R. Gary Klausner United States District Judge

OBJECTIONS REGARDING ORDER FROM 12/30/24 (DOCKET #23)

1. The plaintiff is listed as “Brandon Joe Williams,” when the plaintiff is actually BRANDON JOE WILLIAMS®.
2. The “introduction and background” section contains information from the defense’s original motion to dismiss. While I have already thoroughly addressed much of that motion in other filings, I will be attaching an affidavit (Exhibit A) that will clarify all confusions involving parties, nationality and current case specifics, in accordance with the Rules of Evidence #402, 602 and 603.
3. The reason that there was no response in opposition done with the motion to dismiss is because there are no causes of action of which this Federal court could possibly gain jurisdiction over. They are all explicitly and specifically State causes of action, of which this Federal court would not be able to dismiss, nor rule in the plaintiff’s favor for.
4. In the “MOTION TO REMAND” section, 28 USC 1442(a)(1) is mentioned, which states: “The United States or any agency thereof or any officer (or any person acting under that officer) of the United States or of any agency thereof, in an official or individual capacity, for or relating to any act under color of such office or on account of any right, title or authority claimed under any Act of Congress for the apprehension or punishment of criminals or the collection of the revenue.”

The Supreme Court case ***Caha v. U.S., 152 U.S. 211 (U.S. Supreme Court - 1894)***, combined with 4 USC 71, explains how this court could not possible have jurisdiction:

"This statute is one of universal application within the territorial limits of the United States, and is not limited to those portions which are within the exclusive jurisdiction of the national government, such as the District of Columbia. Generally speaking, within any State of this Union the preservation of the peace and the protection of person and property are the functions of the state government, and are no part of the primary duty, at least, of the nation. The laws of Congress in respect to those matters do not extend into the territorial limits of the States, but have force only in the District of Columbia, and other places that are within the exclusive jurisdiction of the national government."

4 USC 71: "All that part of the territory of the United States included within the present limits of the District of Columbia shall be the permanent seat of government of the United States."

So the idea that State causes of action could have jurisdiction in a Federal court could only exist if this Federal court explicitly states and proves that "State of California" is "located in the District of Columbia." Which is never going to happen.

It is obvious that this case does not fit at all under 28 USC 1442(a)(1) and it is obvious that gaining jurisdiction over this case in a Federal court is a jurisdictional impossibility.

5. Regarding the "MOTION TO REMAND" section: Brandon Joe Williams finds it absolutely hilarious that the person called UNITED STATES SMALL BUSINESS ADMINISTRATION falls within the definition of a US citizen in 42 USC 9102(18)(B) ("(B) any Federal, State, or local government in the United States, or any entity of any such government") - yet the representative of that person is calling for "sovereign immunity." Literally a sovereign citizen defense while simultaneously calling the plaintiff a "sovereign citizen." The idea that this could actually be a defense is, in fact, frivolous. This is hypocrisy to an extreme degree.

   The only way that this "colorable defense" could become a reality is simply by my acquiescence. Which appears to be what this court is assuming despite my extensive filings done so far. This is exactly why I am writing an extensive affidavit (Exhibit A) in order to end this presumption nightmare right now before it falls even further into ridiculous oblivion. I do not wish to waste this most honorable court's time with such rubbish. There is absolutely no colorable defense for a court that **cannot** gain jurisdiction.
6. The following Supreme Court cases and quotes describe how, though my procedure may be a bit rough, dismissal is improper:
   Haines v. Kerner, 404 U.S. 519 (U.S. Supreme Court - 1972):
   We cannot say with assurance that under the allegations of the pro se complaint, which we hold to less stringent standards than formal pleadings drafted by lawyers, it appears "beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief." Conley v. Gibson, 355 U. S. 41, 355 U. S. 45-46 (1957). See Dioguardi v. Durning, 139 F.2d 774 (CA2 1944).

Jenkins v. McKeithen, 395 U.S. 411 (U.S. Supreme Court - 1969):
The prevailing opinion's strained construction of the complaint goes well beyond the principle, with which I have no quarrel, that federal pleadings should be most liberally construed. It entirely undermines an important function of the federal system of procedure -- that of disposing of unmeritorious and unjusticiable claims at the outset, before the parties and courts must undergo the expense and time-consumed by evidentiary hearings.

7. In the "MOTION TO DISMISS" section, it is said: "To put it bluntly, Plaintiff's Complaint is unintelligible."

   The word "unintelligible" means "That which cannot be understood."

   This violates various Canons and is an abuse of discretion as this court has not even attempted, in the slightest, to to understand what the plaintiff is trying to say.

   Canon 3(A)(3) states: "(3) A judge should be patient, dignified, respectful, and courteous to litigants, jurors, witnesses, lawyers, and others with whom the judge deals in an official capacity. A judge should require similar conduct by those subject to the judge's control, including lawyers to the extent consistent with their role in the adversary process."

   Canon 3 (A)(4) states: "(4) A judge should accord to every person who has a legal interest in a proceeding, and that person's lawyer, the full right to be heard according to law."

   If there is any aspect of the plaintiff's complaint that is difficult to understand, the correct action is to call a hearing to have the agent explain everything, in detail, on behalf of the plaintiff. Not simply deem the pleadings "unintelligible" despite ZERO attempt to clarify. The plaintiff is, factually, not being heard by this court on purpose. Which is absolutely disgusting.
8. Brandon Joe Williams has explored the previous case mentioned in the order of Sneed v. Chase Home Finance LLC (2007) and there is a quote here that sums up the case nicely: "It has long been established that Federal Reserve Notes are legal tender and that legal tender need not consist of silver or gold coin."

   The fact that this case, which is not even remotely similar or comparable to any of my pleadings or filings, is being used and compared to my case is both terribly lazy and also an abuse of discretion. I did not speak of any aspect of "specie" and my case is, openly and honestly, only involving negotiable instruments, negotiation, indorsements, etc, not about money or specie at all.

   In fact, due to my knowledge that the Uniform Commercial Code is not Federal law, I have culled a list of case law to give standing to commercial code claims in Federal court. Here are the relevant Supreme Court cases for most or all aspects of my complaint:

   Shaw v. Railroad Co., 101 US 557 - (U.S. Supreme Court - 1880)

Bills of exchange and promissory notes are exceptional in their character. They are representatives of money, circulating in the commercial world as evidence of money, "of which any person in lawful possession may avail himself to pay debts or make purchases or make remittances of money from one country to another, or to remote places in the same country. Hence, as said by Story, J., it has become a general rule of the commercial world to hold bills of exchange, as in some sort, sacred instrument in favor of bona fide holders for a valuable consideration without notice." Without such a holding they could not perform their peculiar functions. It is for this reason it is held that if a bill or note, endorsed in blank or payable to bearer, be lost or stolen, and be purchased from the finder or thief, without any knowledge of want of ownership in the vendor, the bona fide purchaser may hold it against the true owner.

FIRST NATIONAL BANK OF WASHINGTON v. WHITMAN 94 U.S. 343 (U.S. Supreme Court - 1876)
(this case is talking about negotiability when an indorsement is forged)

WHITE v. NATIONAL BANK 102 U.S. 658 (U.S. Supreme Court - 1881)
This indorsement is treated by counsel here as an assignment of the paper without recourse, in which the title to the paper passed, but the right to recourse to the assignor was cut off.

Swift v. Tyson, 41 US 1 (U.S. Supreme Court - 1842)
The debtor also has the advantage of making his negotiable securities of equivalent value to cash.

ARMSTRONG v. AMERICAN EXCHANGE NATIONAL BANK OF CHICAGO 133 U.S. 433 (U.S. Supreme Court - 1890)
(This case speaks extensively about bills of exchange, acceptance, the functionality of negotiation, etc)

Nathan v. Louisiana 49 U.S. 73 (U.S. Supreme Court - 1850)
A bill of exchange is neither an export nor an import. It is not transmitted through the ordinary channels of commerce, but through the mail. It is a note merely ordering the payment of money, which may be negotiated by indorsement, and the liability of the names that are on it depends upon certain acts to be done by the holder, when it becomes payable.

The dealer in bills of exchange requires capital and credit. He generally draws the instrument, or it is drawn at his instance, when he is desirous of purchasing it. The bill is worth more or less, as the rate of exchange shall be between the place where it is drawn and where it is made payable. This rate is principally regulated by the expense of transporting the specie from the one place to the other, influenced somewhat by the demand and supply of specie.

United States v. Fisher 6 U.S. 358 (U.S. Supreme Court - 1805):
The government is to pay the debt of the union, and must be authorized to use the means which appear to itself most eligible to effect that object. It has consequently a right to

make remittances by bills or otherwise, and to take those precautions which will render the transaction safe.

Davis v. Elmira Savings Bank, 161 U.S. 275 (U.S. Supreme Court - 1896):
National banks are instrumentalities of the federal government, created for a public purpose, and as such necessarily subject to the paramount authority of the United States.

9. Please do not attempt to squash my complaint using irrelevant generalities and irrelevant case law. I have real concerns and damages that I need help to have relief from. The plaintiff and his indorser deserve to be heard on this matter and are willing to handle any confusions. Please simply request a hearing and the agent will explain everything in great detail.
10. To achieve full clarity and to end the presumption nightmare that is wasting the time of this court, I have attached an affidavit (Exhibit A) to this filing to be used in unison with these objections

Request for Relief:

The proper relief for this situation is to either call a hearing to clarify any aspects of negotiable instruments, negotiation, indorsements, etc… or to simply remand this case back to State court where it belongs.

A hearing will not change the outcome of this as no jurisdiction can be gained at the Federal level. But the agent for the plaintiff is willing to clarify any confusions in order to ensure this court is comfortable as this case is moved back to State court.

Dated: January 6rd, 2025

Respectfully submitted,

BRANDON JOE WILLIAMS®
By: */s/ Brandon Joe Williams, agent*