



1	STIPULATED FACTS	
2	1. As of September 30, 2024, Affiant has not received a valid, point for point,	
3	written response to the document(s) mailed to the person(s) named below. The	
4	document(s) mailed and the mail and delivery date(s) was are:	
5	(1) Document: 'CONDITIONAL ACCEPTANCE'	
6	Registered Mail Number: RF455711006US.	
7	Respondent(s)/Defendant(s) Mailed to: Thomas Curtis, Vicente Tome,	
8	Joshua Kobza, Eduardo Serafim Junior, James Sullivan, Jill M. Granat, James	
9	Sullivan, Sami Siddiqui, J. Patrick Doyle Julie Breau, Fiduciary(ies)	
10	C/o BURGER KING CORPORATION, BURGER KING CORPORATION	
11	LLC, BURGER KING HOLDINGS INC, RESTAURANT BRANDS	
12	INTERNATIONAL, at 5707 Blue Lagoon Drive, Miami, Florida, [33126].	
13	Mailed: June 29, 2024, 3:18 pm.	
14	<u>Delivered:</u> Delivered, Left with Individual, MIAMI, FL 33126, July 2, 2024,	
15	12:48 pm.	
16	(2) Document: 'AFFIDAVIT and Plain Statement of Facts: NOTICE OF	
17	DEFAULT, CLAIM, DISHONOR, FRAUD, CONSPIRACY TO DEPRIVE OF	
18	RIGHTS UNDER THE COLOR OF LAW, BREACH OF TRUST, EXTORTION,	
19	COERCION, MONOPOLIZATION OF TRADE AND COMMERCE'	
20	Registered Mail Number: RF455710941US.	
21	Respondent(s)/Defendant(s) Mailed to: Thomas Curtis, Vicente Tome,	
22	Joshua Kobza, Eduardo Serafim Junior, James Sullivan, Jill M. Granat, James	
23	Sullivan, Sami Siddiqui, J. Patrick Doyle Julie Breau, Fiduciary(ies)	
24	C/o BURGER KING CORPORATION, BURGER KING CORPORATION	
25	LLC, BURGER KING HOLDINGS INC, RESTAURANT BRANDS	
26	INTERNATIONAL, at 5707 Blue Lagoon Drive, Miami, Florida, [33126].	

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Mailed: July 2, 2024, 4:05 pm.

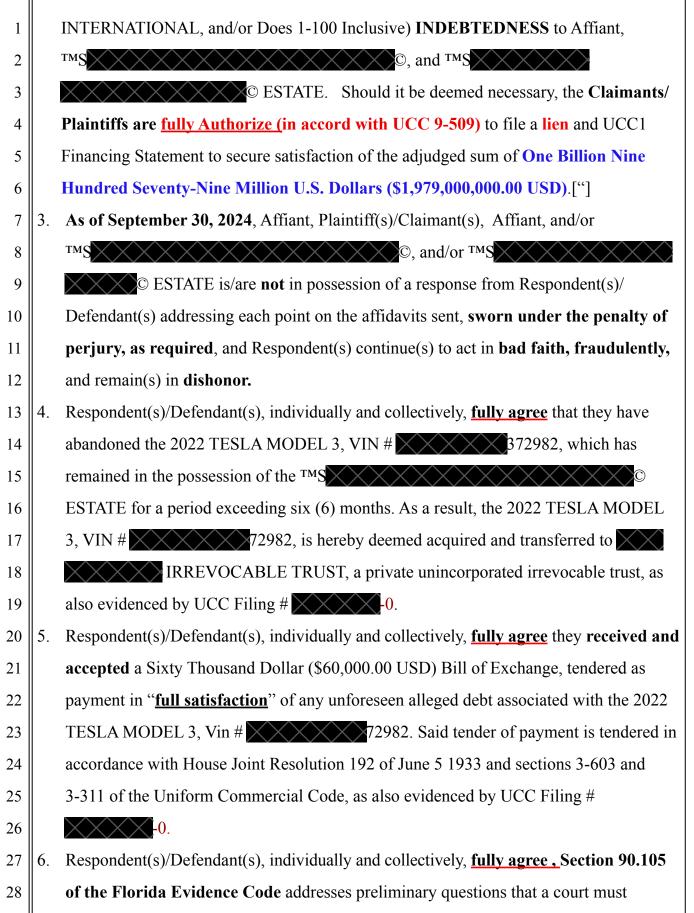


1	<u>Delivered:</u> Delivered, Left with Individual, MIAMI, FL 33126, July 12, 2024,			
2	4:16 pm.			
3	(3) Document: 'AFFIDAVIT and Plain Statement of Facts: NOTICE of			
4	FRAUD, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,			
5	CONSPIRACY, DISHONOR, NON-RESPONSE, DEFAULT and			
6	OPPORTUNITY TO CURE, JUDGEMENT, and PENDING \$1 BILLION LIEN'			
7	Registered Mail Number: RF455710941US.			
8	Respondent(s)/Defendant(s) Mailed to: Thomas Curtis, Vicente Tome,			
9	Joshua Kobza, Eduardo Serafim Junior, James Sullivan, Jill M. Granat, James			
10	Sullivan, Sami Siddiqui, J. Patrick Doyle Julie Breau, Fiduciary(ies)			
11	C/o BURGER KING CORPORATION, BURGER KING CORPORATION			
12	LLC, BURGER KING HOLDINGS INC, RESTAURANT BRANDS			
13	INTERNATIONAL, at 5707 Blue Lagoon Drive, Miami, Florida, [33126].			
14	<u>Mailed:</u> August 19, 2024, 1:07 pm.			
15	<u>Delivered:</u> Delivered, Left with Individual, MIAMI, FL 33126, August 21,			
16	2024, 11:19 am.			
17	2. As of September 30, 2024, Affiant, Plaintiff(s)/Claimant(s), Affiant, and/or			
18	TMS ©, and/or TMS			
19	© ESTATE has/have established the following			
20	Contract and Judgment against the above Respondent(s), as they have agreed by			
21	receiving, consideration, acceptance, willful silent acquiescence, and TACIT			
22	PROCURATION:			
23	["] If Defendant(s), fail to respond within three (3) days, you/they individually and			
24	collectively admit all of the statements and claims by TACIT PROCURATION, and			
25	completely agree that you/they individually and collectively are deemed guilty of			
26	fraud, extortion, coercion, deprivation of rights under the color of law, conspiracy to			
27	deprive of rights under the color of law, monopolization of trade and commerce, forced			
28	peonage, obstruction of enforcement, creating trusts in restraint of trade, dereliction of			



1	inductary duties, dreach of trust, treason, tax evasion, intentionarry creating fraud in the		
2	factum, injury and damage to Affiant.		
3	Moreover, If Defendant(s) fail to respond within three (3) days, you/they individually		
4	and collectively, fully and unequivocally Decree, Accept, fully Authorize (in accord		
5	with UCC 9-509), indorse, support, and advocate for a judgement and/or		
6	commercial lien of One Billion Nine Hundred Seventy-Nine Million U.S. Dollars		
7	(\$1,979,000,000.00 USD) being entered against Defendant(s) (Thomas Curtis, Vicente		
8	Tome, Joshua Kobza, Eduardo Serafim Junior, Jill M. Granat, James Sullivan, Sami		
9	Siddiqui, J. Patrick Doyle Julie Breau, Fiduciary(ies) C/o BURGER KING		
10	CORPORATION, BURGER KING CORPORATION LLC, BURGER KING		
11	HOLDINGS INC, RESTAURANT BRANDS INTERNATIONAL, and/or Does 1-100		
12	Inclusive), listing any or all Defendant(s) as the DEBTORS, in the favor of Affiant,		
13	and/or TMS ©, and/or TMS		
14	ESTATE.		
15	Finally, If Defendant(s) fail to respond within three (3) days, you/they individually		
16	and collectively, EXPRESSLY, fully, and unequivocally <u>Authorize,</u> indorse, support		
17	and advocate for TMS O, and the		
18	TMS © ESTATE to formally notify the United		
19	States Treasury, Internal Revenue Service, Congress(wo)man, U.S. Attorney General,		
20	and/or any person, individual, legal fiction, and/or ens legis Affiant deems necessary,		
21	including but not limited to submitting the requisite form(s) 1099-A, 1099-OID, 1099-C,		
22	1096, 1040, 1041, 1041-V, 3949-A, File/Motion for SUMMARY JUDGEMENT,		
23	execute an Affidavit Certificate of Non-Response, Dishonor, Judgement, and Lien		
24	Authorization, and issue an ORDER TO PAY, with this agreement servings as prima		
25	facie evidence of Defendant(s)'s (Thomas Curtis, Vicente Tome, Joshua Kobza, Eduardo		
26	Serafim Junior, Jill M. Granat, James Sullivan, Sami Siddiqui, J. Patrick Doyle Julie		
27	Breau, Fiduciary(ies) C/o BURGER KING CORPORATION, BURGER KING		
28	CORPORATION LLC, BURGER KING HOLDINGS INC, RESTAURANT BRANDS		







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resolve before evidence can be admitted in a trial. Specifically, subsection (1) grants the court the authority to determine issues concerning the qualification of a witness, the 2 existence of a privilege, or the admissibility of evidence. Subsection (2) deals with the 3 relevance of evidence dependent on the existence of a preliminary fact. It states that the 4 court shall admit proffered evidence if there is prima facie evidence sufficient to 5 support a finding of the preliminary fact. If such prima facie evidence is not initially 6 presented, the court may(must) still admit the evidence, contingent upon the subsequent 7 introduction of the necessary prima facie evidence. This "statute" underscores that the 8 unchallenged affidavit of facts establishes prima facie evidence of those facts, creating a 9 presumption of their truth. Unless rebutted by contrary evidence, the court must treat 10 these facts as true, highlighting the necessity for timely and effective rebuttal to prevent unchallenged affidavits from being accepted as fact in proceedings. 12

- Respondent(s)/Defendant(s), individually and collectively, **fully agree**, "Statements of **fact** contained in affidavits which are not rebutted by the opposing party's affidavit or pleadings may be accepted as true by the trial court." -- Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).
- Respondent(s)/Defendant(s) individually and collectively, **fully agree** that **House Joint** Resolution 192 of June 5 1933, Public Law 73-10 expressly stipulates: every provision contained in or made with respect to any obligation which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy; and no such provision shall be contained in or made with respect to any obligation hereafter incurred. Every obligation, heretofore of hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any coin or currency which at the time of payment is legal tender for public and private debts.
- Respondent(s)/Defendant(s) individually and collectively, fully agree that Gold Reserve Act of 1934, Public Law 73-87, Title III, Section 3, stipulates: "(a) every provision





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right to require payment in gold or a particular kind of coin or currency of the
United States, or in an amount in money of the United States measured thereby, is
declared to be against public policy. (b) Every obligation, heretofore or hereafter
incurred, shall be discharged upon payment, dollar for dollar, in any coin or
currency which at the time of payment is legal tender for public and private debts.

10. Respondent(s)/Defendant(s) individually and collectively, fully agree that House Joint

- Resolution 348 Public Resolution, Number 63, declared provisions known as "gold clauses" to be against public policy, prohibited their use in obligations thereafter incurred, and provided that money of the United States legal tender for obligations generally was legal tender for all obligations with or without gold clauses (ie: bills of exchange, bonds, private checks, vouchers, coupons, Dollars/FRNs, stamps, and more): and Whereas the United States has paid and will continue to pay to the holder of all its securities their principal and interest, dollar for dollar, in lawful money of the United States: Now, there, be it Resolved by the Senate and House of Representatives of the Untied States of America in Congress assembled, That the lawful holder of the coins or currencies of the United States shall be entitled to exchange them, dollar for dollar, for other coins or currencies which may be lawfully acquired and are legal tender for public and private debts: and that the owners of the gold clause receive immediate payment of the stated dollar amount thereof with interest to the date of payment or to prior maturity or to prior redemption date, whichever is earlier. The Secretary of the Treasury is authorized and directed to make such exchanges and payments upon presentation hereunder in the manner provided in regulations prescribed.
- 11. Respondent(s)/Defendant(s), individually and collectively, **fully agree** that **18 U.S. Code § 8 Obligation or other security of the United States defined,** explicitly stipulates that "The term "obligation or other security of the United States" includes **all** bonds, certificates of indebtedness, national bank currency, Federal Reserve notes, Federal Reserve bank notes, coupons, United States notes, Treasury notes, gold certificates,



1		silver certificates, fractional flotes, certificates of deposit, offis, checks, of drafts for		
2	money, drawn by or upon authorized officers of the United States, stamps and other			
3	representatives of value, of whatever denomination, issued under any Act of Congress,			
4	and canceled United States stamps."			
5	12. Respondent(s)/Defendant(s) individually and collectively, fully agree that Article 1 ,			
6		Section 10 of the Constitution expressly stipulates: No State shall enter into any		
7		Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money;		
8	emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of			
9	Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of			
10		Contracts, or grant any Title of Nobility.		
11	13.	Respondent(s)/Defendant(s) individually and collectively, fully agree that they did NOT		
12	provide Affiant, and/or TMS , and/or			
13	TMS © ESTATE with lawful money, money or			
14		inherent value in any way.		
15	14.	Respondent(s)/Defendant(s), individually and collectively, fully agree and admit the		
16	statements and claims by TACIT PROCURATION, and completely agree that you/			
17	they individually and collectively are deemed guilty of fraud, breach of contract,			
18		compelled use of a Social Security Number, extortion, coercion, deprivation of rights		
19		under the color of law, conspiracy to deprive of rights under the color of law,		
20		monopolization of trade and commerce, forced peonage, obstruction of enforcement,		
21		creating trusts in restraint of trade dereliction of fiduciary duties, bank fraud, breach of		
22	trust, treason, tax evasion, intentionally creating fraud in the factum, bad faith actions,			
23		dishonor, injury and damage to Affiant.		
24	15.	Respondent(s)/Defendant(s), ["]individually and collectively, EXPRESSLY, fully, and		
25		unequivocally <u>Authorize</u> , indorse, support and advocate for TM S		
26		©, and the TMS © ESTATI		
27		to formally notify the United States Treasury, Internal Revenue Service,		
28		Congress(wo)man, U.S. Attorney General, and/or any person, individual, legal fiction,		



1	and/or ens legis Affiant deems necessary, including but not limited to submitting the			
2	requisite form(s) 1099-A, 1099-OID, 1099-C, 1096, 1040, 1041, 1041-V, 3949-A, File			
3	for Summary Judgement, execute an Affidavit Certificate of Non-Response,			
4	Dishonor, Judgement, and Lien Authorization , and issue an ORDER TO PAY, with			
5	this agreement servings as prima facie evidence of Defendant(s)'s (Thomas Curtis,			
6	Vicente Tome, Joshua Kobza, Eduardo Serafim Junior, Jill M. Granat, James Sullivan,			
7	Sami Siddiqui, J. Patrick Doyle Julie Breau, Fiduciary(ies) C/o BURGER KING			
8	CORPORATION, BURGER KING CORPORATION LLC, BURGER KING			
9	HOLDINGS INC, RESTAURANT BRANDS INTERNATIONAL, and/or Does 1-100			
10	Inclusive) INDEBTEDNESS to Affiant, TMS			
11	©, and TMS © ESTATE. Should in			
12	be deemed necessary, the Claimants/Plaintiffs are fully Authorize (in accord with			
13	UCC 9-509) to file a lien and UCC1 Financing Statement to secure satisfaction of the			
14	adjudged sum of One Billion Nine Hundred Seventy-Nine Million U.S. Dollars			
15	(\$1,979,000,000.00 USD)["]			
16	16. Respondent(s)/Defendant(s), individually and collectively, fully agree that this Affidavit			
17	and those previously sent are is <i>prima facie</i> evidence of fraud, breach of contract,			
18	compelled use of a Social Security Number, extortion, coercion, deprivation of rights			
19	under the color of law, conspiracy to deprive of rights under the color of law,			
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- and those previously sent are is *prima facie* evidence of fraud, breach of contract, compelled use of a Social Security Number, extortion, coercion, deprivation of rights under the color of law, conspiracy to deprive of rights under the color of law, monopolization of trade and commerce, forced peonage, obstruction of enforcement, creating trusts in restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax evasion, intentionally creating fraud in the factum, bad faith actions, dishonor, injury and damage to Affiant and proof of claim. See *United States v. Kis*, 658 F.2d, 526 (7th Cir. 1981)., "Appellee had the burden of first proving its prima facie case and could do so by affidavit or other evidence."
- 17. Respondent(s)/Defendant(s), individually and collectively, **fully agree** that INVOICE/TRUE BILL # **BURGERK24**, evidencing the debt and amount due to Affiant and/or



1	TMS © ESTATE and/or TMS				
2		S©, by Respondent(s)/Defendant(s).			
3	18.	Respondent(s)/Defendant(s), individually and collectively, fully agree. Thomas Curtis,			
4		Vicente Tome, Joshua Kobza, Eduardo Serafim Junior, Jill M. Granat, James Sullivan,			
5		Sami Siddiqui, J. Patrick Doyle Julie Breau, BURGER KING CORPORATION,			
6		BURGER KING CORPORATION LLC, BURGER KING HOLDINGS INC,			
7		RESTAURANT BRANDS INTERNATIONAL, and/or Does 1-100 Inclusive, or who			
8		they represent is/are the DEBTOR(S) in this matter.			
9	19.	Respondent(s)/Defendant(s), individually and collectively, fully agree. Thomas Curtis,			
10		Vicente Tome, Joshua Kobza, Eduardo Serafim Junior, Jill M. Granat, James Sullivan,			
11		Sami Siddiqui, J. Patrick Doyle Julie Breau, BURGER KING CORPORATION,			
12	BURGER KING CORPORATION LLC, BURGER KING HOLDINGS INC,				
13		RESTAURANT BRANDS INTERNATIONAL, and/or Does 1-100 Inclusive is/are			
14		NOT the CREDITOR, or an ASSIGNEE of the CREDITOR, in this matter.			
15	20.	Respondent(s)/Defendant(s), individually and collectively, fully agree that Affiant and/or			
16		TMS ©, and/or TMS			
17		© ESTATE have accepted all debt instruments for assessed value and returned			
18		them for value, and Credit to, TMS © ESTATE.			
19	21.	Respondent(s)/Defendant(s), individually and collectively, fully agree that Affiant and/or			
20	TMS O, and/or TMS				
21	© ESTATE have will assess all Credit due and send Respondent(s)/				
22		Defendant(s) forms including but not limited to: 1099-A, 1099-OID, 1099-C, and 1099-B.			
23	22.	ALL ARE EQUAL UNDER THE LAW. (God's Law - Moral and Natural Law).			
24		Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke 10:17; Col.			
25		3:25. "No one is above the law".			
26	23.	"Ignorance of the law does not excuse misconduct in anyone, least of all in a sworn			
27		officer of the law." In re McCowan (1917), 177 C. 93, 170 P. 1100.			
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1	24.	"All are presumed to know the law." San Francisco Gas Co. v. Brickwedel (1882), 62 C. 641;			
2		Dore v. Southern Pacific Co. (1912), 163 C. 182, 124 P. 817; People v. Flanagan (1924), 65			
3		C.A. 268, 223 P. 1014; Lincoln v. Superior Court (1928), 95 C.A. 35, 271 P. 1107; San			
4		Francisco Realty Co. v. Linnard (1929), 98 C.A. 33, 276 P. 368.			
5	25.	5. "It is one of the fundamental maxims of the common law that ignorance of the law			
6		excuses no one." Daniels v. Dean (1905), 2 C.A. 421, 84 P. 332.			
7	26.	6. IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE			
8		EXPRESSED. (Heb. 4:16; Phil. 4:6; Eph. 6:19-21) Legal maxim: "To lie is to go			
9		against the mind." Oriental proverb: "Of all that is good, sublimity is supreme."			
10	27.	27. IN COMMERCE TRUTH IS SOVEREIGN. (Exodus 20:16; Ps. 117:2; John 8:32; II			
11		Cor. 13:8) Truth is sovereign and the Sovereign tells only the truth.			
12	28.	28. TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT. (Lev. 5:4-5; Lev.			
13	6:3-5; Lev. 19:11-13: Num. 30:2; Mat. 5:33; James 5: 12)				
14	29.	AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE. (12 Pet.			
15		1:25; Heb. 6:13-15;). "He who does not deny, admits."			
16	30.	AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN			
17		COMMERCE. (Heb. 6:16-17;). "There is nothing left to resolve."			
18	31.	HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT. (Book of Job;			
19		Mat. 10:22) Legal maxim: "He who does not repel a wrong when he can occasions it."			
20	32.	WORKMAN IS WORTHY OF HIS HIRE . The first of these is expressed in Exodus			
21		20:15; Lev. 19:13; Mat. 10:10; Luke 10"7; II Tim. 2:6. Legal maxim: "It is against			
22		equity for freemen not to have the free disposal of their own property."			
23	33.	Respondent(s)/Defendant(s), individually and collectively, fully agree that this contract ,			
24		received and accepted per the mailbox rule, is self-executing and serves as a			
25	SECURITY AGREEMENT, and establishes a lien, Authorized by You/They/the				
26		DEBTOR(S) . Acceptance of this contract is deemed to occur at the moment it is			
27	dispatched via mail, in accordance with the mailbox rule established in common				
28		law. Under this rule, an acceptance becomes effective and binding once it is properly			



1	addressed, stamped, and placed in the control of the postal service, as supported by			
2	Adams v. Lindsell (1818) 106 ER 250. Furthermore, as a self-executing agreement,			
3	this contract creates immediate and enforceable obligations without the need for			
4	further action, functioning also as a SECURITY AGREEMENT under Article 9 of the			
5	Uniform Commercial Code (UCC).			
6	34. Respondent(s)/Defendant(s) individually and collectively admit all statements and			
7	claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA,			
8	STARE DECISIS and by COLLATERAL ESTOPPEL.			
9	Executed "without the United States" in compliance with 28 USC § 1746.			
10				
11	FURTHER AFFIANT SAYETH NOT.			
12				
13	REMEDY AND PRIVATE SETTLEMENT:			
14	In order to <u>privately</u> settle and resolve this issue, You/Respondent(s)/Defendant(s),			
15	Thomas Curtis, Vicente Tome, Joshua Kobza, Eduardo Serafim Junior, Jill M. Granat, James			
16	Sullivan, Sami Siddiqui, J. Patrick Doyle Julie Breau, Fiduciary(ies) C/o BURGER KING			
17	CORPORATION, BURGER KING CORPORATION LLC, BURGER KING HOLDINGS			
18	INC, RESTAURANT BRANDS INTERNATIONAL, and/or Does 1-100 Inclusive are			
19	required to act in good faith and accordance with the Law, cease all conspiracy, fraud,			
20	embezzlement, deprivation under the color of law, and other infringements and infractions.			
21	This includes delivering the title to the 2022 TESLA MODEL 3, VIN #			

372982, OR refund of the Sixty Thousand (\$60,000.00 USD) tendered as payment in "full satisfaction," and making restitution settlement payment in the total sum certain due immediately totaling to Ten Million U.S. Dollars (\$10,000,000.00 USD). A response and/or settlement payment must be received within a deadline of three (3) days.

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At the "Deadline" is defined as 5:00 p.m. on the third (3rd) day after your receipt of this affidavit. "Failure to respond" is defined as a blank denial, unsupported denial, inapposite denial, such as, "not applicable" or equivalent, statements of counsel and other



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declarations by third parties that lack first-hand knowledge of the facts, and/or responses lacking verification, all such responses being legally insufficient to controvert the verified statements herewith. See Sieb's Hatcheries, Inc and Beasley, Supra. Failure to respond can result in your acceptance of personal liability external to qualified immunity and waiver of any decision rights of remedy.

If fail to respond within three (3) days you FULLY AGREE that the entire amount evidenced and itemized in Invoice # BURGERK24 OF, One Billion Nine Hundred Seventy-Nine Million U.S. Dollars (\$1,979,000,000.00 USD), is due immediately.

Furthermore, if You/Respondent(s)/Defendant(s), Thomas Curtis, Vicente Tome, Joshua Kobza, Eduardo Serafim Junior, Jill M. Granat, James Sullivan, Sami Siddiqui, J. Patrick Doyle Julie Breau, BURGER KING CORPORATION, BURGER KING CORPORATION LLC, BURGER KING HOLDINGS INC, RESTAURANT BRANDS INTERNATIONAL, and/or Does 1-100 Inclusive fail to respond within three (3) days, you/ they individually and collectively admit the statements and claims by TACIT **PROCURATION**, and completely agree that you/they individually and collectively are guilty of fraud, breach of contract, compelled use of a Social Security Number, extortion, coercion, deprivation of rights under the color of law, conspiracy to deprive of rights under the color of law, monopolization of trade and commerce, forced peonage, obstruction of enforcement, creating trusts in restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax evasion, intentionally creating fraud in the factum, bad faith actions, dishonor, injury and damage to Affiant.

Moreover, if You/Respondent(s)/Defendant(s), Thomas Curtis, Vicente Tome, Joshua Kobza, Eduardo Serafim Junior, Jill M. Granat, James Sullivan, Sami Siddiqui, J. Patrick Doyle Julie Breau, BURGER KING CORPORATION, BURGER KING CORPORATION LLC, BURGER KING HOLDINGS INC, RESTAURANT BRANDS INTERNATIONAL, and/or Does 1-100 Inclusive fail to respond within three (3) days, you/they individually and collectively, fully and unequivocally Decree, Accept, fully



1	Authorize (in accord with UCC section 9), indorse, support, and advocate for a		
2	judgement, and/or summary judgement, and/or commercial lien of One Billion Nine		
3	Hundred Seventy-Nine Million U.S. Dollars (\$1,979,000,000.00 USD) against You/		
4	Respondent(s)/Defendant(s), Thomas Curtis, Vicente Tome, Joshua Kobza, Eduardo Serafim		
5	Junior, Jill M. Granat, James Sullivan, Sami Siddiqui, J. Patrick Doyle Julie Breau,		
6	BURGER KING CORPORATION, BURGER KING CORPORATION LLC, BURGER		
7	KING HOLDINGS INC, RESTAURANT BRANDS INTERNATIONAL, and/or Does		
8	1-100 Inclusive, in favor of, TMS		
9	© ESTATE, and/or ASSIGNEE(S).		
10	Finally, If You/Respondent(s)/Defendant(s), Thomas Curtis, Vicente Tome, Joshua		
11	Kobza, Eduardo Serafim Junior, Jill M. Granat, James Sullivan, Sami Siddiqui, J. Patrick		
12	Doyle Julie Breau, BURGER KING CORPORATION, BURGER KING CORPORATION		
13	LLC, BURGER KING HOLDINGS INC, RESTAURANT BRANDS INTERNATIONAL,		
14	and/or Does 1-100 Inclusive fail to respond within three (3) days, you/they individually		
15	and collectively, EXPRESSLY, FULLY, and unequivocally <u>Authorize</u> , indorse, support		
16	and advocate for TMS , and the TMS , and the TMS		
17	© ESTATE to formally notify the United States Treasury, Internal		
18	Revenue Service, the respective Congress(wo)man, U.S. Attorney General, and/or any		
19	person, individual, legal fiction, and/or person, or ens legis Affiant deems necessary,		
20	including but not limited to submitting the requisite form(s) 1099-A, 1099-OID, 1099-C,		
21	1006 1040 1041 1041 V 2040 A with the Ten Million (\$10,000,000,000,001) og the		
	1096, 1040, 1041, 1041-V, 3949-A, with the Ten Million (\$10,000,000.00 USD) as the		
22	income to Respondent(s) and lost by Affiant, and/or TMS		
22 23			
	income to Respondent(s) and lost by Affiant, and/or TMS		
23	income to Respondent(s) and lost by Affiant, and/or TMS ©, and/or TMS © ESTATE, to be assessed and		
23 24	income to Respondent(s) and lost by Affiant, and/or TMS ©, and/or TMS © ESTATE, to be assessed and claimed as income by/to YOU/Defendant(s)/Respondent(s), and/or Filing for Summary		
232425	income to Respondent(s) and lost by Affiant, and/or TMS ©, and/or TMS © ESTATE, to be assessed and claimed as income by/to YOU/Defendant(s)/Respondent(s), and/or Filing for Summary Judgement, executing an Affidavit Certificate of Non-Response, Dishonor, Judgement,		



1	©, and/or TMS © ESTATE,		
2	with this agreement servings as prima facie evidence of You/Respondent(s)/Defendant(s),		
3	Thomas Curtis, Vicente Tome, Joshua Kobza, Eduardo Serafim Junior, Jill M. Granat, James		
4	Sullivan, Sami Siddiqui, J. Patrick Doyle Julie Breau, BURGER KING CORPORATION,		
5	BURGER KING CORPORATION LLC, BURGER KING HOLDINGS INC,		
6	RESTAURANT BRANDS INTERNATIONAL, and/or Does 1-100 Inclusive's Verified		
7	INDEBTEDNESS to Affiant, TMS ©, and/or		
8	TMS © ESTATE.		
9	Should it be deemed necessary, the Claimants/Plaintiffs are fully Authorized (in		
10	accord with UCC 9-509) to file a LIEN and UCC1 Financing Statement to secure		
11	satisfaction of the adjudged sum of One Billion Nine Hundred Seventy-Nine Million U.S.		
12	Dollars (\$1,979,000,000.00 USD).		
13	*** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT***:		
14	Again for the record, this contract, received and accepted per the mailbox rule, is self-		
15	executing and serves as a SECURITY AGREEMENT, and establishes a lien, Authorized by		
16	You/They/the DEBTOR(S). Acceptance of this contract is deemed to occur at the moment it is		
17	dispatched via mail, in accordance with the <u>mailbox rule</u> established in common law. Under		
18	this rule, an acceptance becomes effective and binding once it is properly addressed, stamped,		
19	and placed in the control of the postal service, as supported by Adams v. Lindsell (1818) 106 ER		
20	250. Furthermore, as a self-executing agreement, this contract creates immediate and		
21	enforceable obligations without the need for further action, functioning also as a SECURITY		
22	AGREEMENT under Article 9 of the Uniform Commercial Code (UCC).		
23			
24	Mailing/Correspondence: Mail to Affiant's mailing location exactly as shown below. Use		
25	of the Trademarks and Copyrights is NOT permitted without charge per use per issuer.		
26	Correspondence will be accepted only as addressed:		
2728			

-15 of 22-

To/Cc Anna Paulina Luna, Fiduciary(ies),

C/o CONGRESSWOMAN LUNA'S OFFICE

1017 Longworth House Office Building

Registered Mail # RE050093345US.

Washington, District of Colombia [20215]

A COPY of this AFFIDAVIT CERTIFICATE and ATTACHMENTS also sent to following **WITNESSES**:

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To/Cc: Daniel Werfel, Fiduciary(ies),

Janet Yellen, Fiduciary(ies), C/o United States Treasury 1500 Pennsylvania Avenue N.W.

C/o INTERNAL REVENUE SERVICE 3651 S IH 35, STOP 6579 AUSC Austin, Texas [73301-0059]

Registered Mail # RE050093331US.

Washington, District of Colombia [20220] Registered Mail # RE050093359US

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To/Cc:

WORDS DEFINED GLOSSARY OF TERMS:

As used in this Affidavit, the following words and terms are as defined in this section, non-obstante:

- financial institution: a person, an individual, a private banker, a business engaged in vehicle sales, including automobile, airplane, and boat sales, persons involved in real estate closings and settlements, the United States Postal Service, a commercial bank or trust company, any credit union, an agency of the United States Government or of a State or local government carrying out a duty or power of a business described in this paragraph, a broker or dealer in securities or commodities, a currency exchange, or a business engaged in the exchange of currency, funds, or value that substitutes for currency or funds, financial agency, a loan or finance company, an issuer, redeemer, or cashier of travelers' checks, checks, money orders, or similar instruments, an operator of a credit card system, an insurance company, a licensed sender of money or any other person who engages as a business in the transmission of currency, funds, or value that substitutes for currency, including any person who engages as a business in an informal money transfer system or any network of people who engage as a business in facilitating the transfer of money domestically or internationally outside of the conventional financial institutions system. Ref. 31 U.S. Code § 5312 - Definitions and application.
- 2. 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. As an adjective: Existing as an indivisible entity. Of or relating to a single person or



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thing, as opposed to a group.— See Black's Law Dictionary 4th, 7th, and 8th Edition pages 913, 777, and 2263 respectively.

- person: Term may include artificial beings, as corporations. The term means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision, agency, or instrumentality, public corporation, or any other legal or commercial entity. The term "person" shall be construed to mean and include an individual, a trust, estate, partnership, association, company or corporation. The term "person" means a natural person or an organization. -Artificial persons. Such as are created and devised by law for the purposes of society and government, called "corporations" or bodies politic."

 -Natural persons. Such as are formed by nature, as distinguished from artificial persons, or corporations. -Private person. An individual who is not the incumbent of an office. Persons are divided by law into natural and artificial. Natural persons are such as the God of nature formed us; artificial are such as are created and devised by human laws, for the purposes of society and government, which are called "corporations" or "bodies politic."

 See Uniform Commercial Code (UCC) § 1-201, Black's Law Dictionary 1st, 2nd, and 4th edition pages 892, 895, and 1299, respectively, 27 Code of Federal Regulations (CFR) § 72.11 Meaning of terms, and 26 United States Code (U.S. Code) § 7701 Definitions.
 - bank: a person engaged in the business of banking and includes a savings bank, savings and loan association, credit union, and **trust company**. The terms "banks", "national bank", "national banking association", "member bank", "board", "district", and "reserve bank" shall have the meanings assigned to them in section 221 of this title. An institution, of great value in the commercial world, empowered to receive deposits of money, to make loans. and to issue its promissory notes, (designed to circulate as money, and commonly called "bank-notes" or "bank-bills") or to perform any one or more of these functions. The term "bank" is usually restricted in its application to an incorporated body; while a **private individual** making it his business to conduct banking operations is denominated a "banker." Banks in a commercial sense are of three kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation. Strictly speaking, the term "bank" implies a place for the deposit of money, as that is the most obvious purpose of such an institution. See, UCC 1-201, 4-105, 12 U.S. Code § 221a, Black's Law Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117, 183-184, 139-140, and 437-439.
- discharge: To cancel or unloose the obligation of a contract; to make an agreement or contract null and inoperative. Its principal species are rescission, release, accord and satisfaction, performance, judgement,



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27 28 composition, bankruptcy, merger. As applied to demands claims, right of action, incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul its obligatory force, to satisfy it. And here also the term is generic; thus a dent, a mortgage. As a noun, the word means the act or instrument by which the binding force of a contract is terminated, irrespective of whether the contract is carried out to the full extent contemplated (in which case the discharge is the result of performance) or is broken off before complete execution. See, Blacks Law Dictionary 1st, page

- pay: To discharge a debt; to deliver to a creditor the value of a debt, either in money or in goods, for his acceptance. To pay is to deliver to a creditor the value of a debt, either in money or In goods, for his acceptance, by which the debt is discharged. See Blacks Law Dictionary 1st, 2nd, and 3rd edition, pages 880, 883, and 1339 respectively.
- 7. payment: The performance of a duty, promise, or obligation, or discharge of a debt or liability. by the delivery of money or other value. Also the money or thing so delivered. Performance of an obligation by the delivery of money or some other valuable thing accepted in partial or full discharge of the obligation. [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in satisfaction of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and 3576-3577, respectively.
- 8. driver: The term "driver" (i.e: "driver's license") means One employed in conducting a coach, carriage, wagon, or other vehicle, with horses, mules, or other animals.
- may: An auxiliary verb qualifying the meaning of another verb by expressing ability, competency, liberty, permission, probability or contingency. — Regardless of the instrument, however, whether constitution, statute, deed, contract or whatnot, courts not infrequently construe "may" as "shall" or "must".— See Black's :aw Dictionary, 4th Edition page 1131.
- 10. extortion: The term "extortion" means the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right.— See 18 U.S. Code § 1951 - Interference with commerce by threats or violence.
- national: "foreign government", "foreign official", "internationally protected person", "international organization", "national of the United States", "official guest," and/or "non-citizen national." They all have the same meaning. See Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons.

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Registered Mail # RE050093328US

1 12. United States: For the purposes of this Affidavit, the terms "United States" and "U.S." mean only the Federal

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2		Legislative Democracy of the District of Columbia, Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, and			
3		any other Territory within the "United States," which entity has its origin and jurisdiction from Article 1, Section			
4		8, Clause 17-18 and Article IV, Section 3, Clause 2 of the Constitution for the United States of America. The terms			
5		"United States" and "U.S." are NOT to be construed to mean or include the sovereign, <u>u</u> nited 50 <u>states</u> of America.			
6	13.	fraud: deceitful practice or Willful device, resorted to with intent to deprive another of his right, or in some			
7		manner to do him an injury. As distinguished from negligence, it is always positive, intentional. as applied to			
8		contracts is the cause of an error bearing on material part of the contract, created or continued by artifice, with			
9		design to obtain some unjust advantage to the one party, or to cause an inconvenience or loss to the other. in the			
10		sense of court of equity, properly includes all acts, omissions, and concealments which involved a breach of legal			
11		or equitable duty, trust, or confidence justly reposed, and are injurious to another, or by which an undue and			
12		unconscientious advantage is taken of another. See Black's Law Dictionary, 1st and 2nd Edition, pages 521-522			
13		and 517 respectively.			
14	14.	color: appearance, semblance. or simulacrum, as distinguished from that which is real. A prima facie or apparent			
15		right. Hence, a deceptive appearance; a plausible, assumed exterior, concealing a lack of reality; a a disguise or			
16		pretext. See, Black's Law Dictionary 1st Edition, page 222.			
17	15.	colorable: That which is in appearance only, and not in reality, what it purports to be. See, Black's Law			
18		Dictionary 1st Edition, page 2223.			
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EXHIBITS / ENCLOSURES:

- 2 1. (Copy) CONDITIONAL ACCEPTANCE sent to Defendant(s) via Registered Mail # RF455711006US.
- 4 2. (Copy) AFFIDAVIT and Plain Statement of Facts NOTICE OF CLAIM, DISHONOR,
- 5 FRAUD, CONSPIRACY TO DEPRIVE OF RIGHTS UNDER THE COLOR OF LAW,
- 6 BREACH OF TRUST, EXTORTION, COERCION, MONOPOLIZATION OF TRADE
- 7 AND COMMERCE, sent via Registered Mail # RF455710941US.
- 8 | 3. (Copy) AFFIDAVIT and Plain Statement of Facts: NOTICE of FRAUD, DEPRIVATION
- 9 OF RIGHTS UNDER THE COLOR OF LAW, CONSPIRACY, DISHONOR, NON-
- 10 RESPONSE, DEFAULT, JUDGEMENT, and PENDING \$1 BILLION LIEN. Sent via
- 11 Registered Mail # RF455710969US.
- 12 | 4. (Copy) AFFIDAVIT and Plain Statement of Facts: NOTICE of FRAUD, DEPRIVATION
- 13 OF RIGHTS UNDER THE COLOR OF LAW, CONSPIRACY, DISHONOR, NON-
- 14 RESPONSE, DEFAULT and OPPORTUNITY TO CURE, JUDGEMENT, and PENDING
- 15 \$1 BILLION LIEN.
- 16 5. (Copy) UCC3 Filing # 2024421531-0 Acquiring the 2022 TESLA MODEL 3, VIN #
- 17 || 5YJ3E1EA5NF372982.
- 18 | 6. (Copy) private BILL OF EXCHANGE for Sixty Thousand U.S. Dollars (\$60,000.00 USD)
- 19 in full satisfaction.
- 20 | 7. (Copy) with Original sent to US Treasury) LETTER OF CREDIT for Sixty Thousand
- 21 U.S. Dollars (\$60,000.00 USD),
- 22 | 8. (Copy) Forms 1099-A filed for Sixty Thousand U.S. Dollars (\$60,000.00 USD) tender of
- 23 payment.
- 24 | 9. (Copy) Forms 1099-OID filed for Sixty Thousand U.S. Dollars (\$60,000.00 USD) tender
- 25 of payment.
- 26 | 10. (Copy) **DRAFT** of VERIFIED COMPLAINT against Defendant(s).
- 27 ||
- 28 | //



Invoice # BURGERK24

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INVOICE and/or TRUE BILL

Dear Valued Customer(s), Fiduciary(ies), Agent(s), and/or DEBTOR(S):

It has come to OUR attention that you are deemed guilty of multiple felony crimes, violations of U.S. Code, U.C.C, the Constitution, and the law. You have or currently still are threatening, extorting, depriving, coercing, dama in , in urin , and causin irre arable physical, mental, emotional, and financial harm to TMS

© and TMS

© ESTATE, TM and its/their beneficiary(ies), and their Fiduciary(ies), Trustee(s), Executor(s),

Agent(s), and Representatives. You remain in default, dishonor, and have an outstanding past due balance due immediately, to wit:

	T (17	
	harassment, violating the Constitution, injury and damage:	\$1,000,000,000.00
	loss of time and thus enjoyable life, deprivation of rights under the color of law	
	emotional anguish and trauma. embezzlement, larceny, felony crimes,	
	of trade and commerce, bank fraud, threats, coercion, identity theft, mental trau	ıma,
	forced peonage, bad faith actions, treason, monopolization	
1	10. Fraud, conspiracy, obstruction, identity theft, extortion,	
1	14. 18 U.S. Code § 880 - Receiving the proceeds of extortion (fine and/or up to three years imprisonment):	\$3,000,000.00
1	13. 18 U.S. Code § 878 - Threats and extortion against foreign officials, official guests, or internationally protected persons (fine and/or up to twenty years imprisonment):	\$500,000,000.00
1	12. Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons:	\$11,000,000.00
1	11. 18 U.S. Code § 1951 - Interference with commerce by threats or violence (fine and/or up to twenty years imprisonment):	\$300,000,000.00
1	10. 15 U.S. Code § 1 - Trusts, etc., in restraint of trade illegal; penalty (fine and/or up to ten years imprisonment):	\$100,000,000.00
9	9. 15 U.S. Code § 1122 - Liability of United States and States, and instrumentalities and officials thereof:	\$100,000,000.00
8	8. 18 U.S. Code Chapter 63 - MAIL FRAUD AND OTHER FRAUD OFFENSES:	\$1,000,000.00
7	7. 18 U.S. Code § 242 - Deprivation of rights under color of law:	\$500,000,000.00
6	6. 18 U.S. Code § 241 - Conspiracy against rights:	\$350,000,000.00
5	5. 15 U.S. Code § 2 - Monopolizing trade a felony; penalty:	\$100,000,000.00
3	 Professional and personal fees and costs associated with preparing documents for this matter: 	\$3,000,000.00
2	2. 18 U.S. Code § 4 - Misprision of felony	<u>\$1,000,000.00</u>
1	1. 18 U.S. Code § 1341 - Frauds and swindle :	\$10,000,000.00

Total Due: \$1,979,000,000.00 USD **Good Faith Discount:** \$1,969,000,000.00 USD Total Due by 10/07/2024: \$10,000,000.00 USD Total Due after 10/07/2024: \$1,979,000,000.00 USD

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COMMERCIAL OATH AND VERIFICATION

County of Miami-Dade Commercial Oath and Verification The State of Florida

under my unlimited liability and Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be HIS Affidavit of Truth regarding same signed and sealed this 30TH day of SEPTEMBER in the year of Our Lord two thousand and twenty four:

> proceeding sui juris, by special limited appearance, All rights reserved without prejudice or recourse, UCC § 1-308



Let this document stand as truth before the Almighty Supreme Creator and let it be established before men according as the scriptures saith: "But if they will not listen, take one or two others along, so that every matter may be established by the testimony of two or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every word be established" 2 Corinthians 13:1.





NOTICE:

Using a notary on this document does not constitute any adhesion, nor does it alter my status in any manner. The purpose for notary is verification and identification only and not for entrance into any foreign jurisdiction.



1 In compliance with U.C.C (Uniform Commercial Code) § 3-603, 3-311, 3-505, 1-202, 2-202, 2 8-105, 9-105, 9-313, 9-509, this document serves as formal notice that the undersigned has executed the 3 presentation of the attached above referenced contract(s) and/or presentment(s) via Express, Registered, and/ 4 or Certified mail, with enclosed notices providing the Respondent(s)/Defendant(s) with a reasonable 5 timeframe to consider and either accept or decline the proposed conditions and terms of the contract. 6 After allowing seven (7) days for the mailing of the contract and providing more than three 7 (3) days, or 72 hours, for the acceptance or refusal – with the time allotted for responding having elapsed - the involved parties/Respondent(s), having been duly notified of the contract's terms 8 9 and with the record indicating an absence of a valid rebuttal, response, or refusal, the Notary hereby asserts that, in accordance with the legal maxim that "Silence is Acquiescence," there 10 11 appears to be a TACIT AGREEMENT by the Respondent(s) to the terms and conditions of the 12 contract, and the stipulation that the DEBTOR(S)/Respondent(s) fully authorize the filing of a 13 UCC1 Financing Statement and Lien in an authenticated record, as stipulated by UCC 9-509. 14 Therefore, a confession of judgment on the facts, stipulations, and merits is deemed 15 warranted. 16 17 **IURAT**: 18 State of Washil County of Wheet 20 21 Subscribed and sworn to (or affirmed) before me on this 30^{77} day of September, 2024 proved to me on the basis of satisfactory evidence to be the person(s) who appeared 22 before me. 23 Notary public 24 25 26 27

