April 7th, 2020

Non-Negotiable In care of: General Delivery Post Angelo Lee Taylor© 1111 EAST FIFTH STREET DAYTON, OHIO

# RESPONDENT'S PRIVATE, INTERNATIONAL, ADMINISTRATIVE REMEDY DEMAND NO. GBR-04072020-ALT

For: Michael T. Gmoser & Jon C. Marshall BUTLER COUNTY PROSECUTING ATTORNEY'S OFFICE 315 HIGH STREET HAMILTON, OHIO [45011] Via U.S.P.O. Certified Mail Article No. 7019 2280 0000 5175 0867

Re: Written communication from Holder in due course of private property, hereinafter "Unauthorized User," dated April 7th, 2020, a copy of which is attached herewith, made fully part hereof, and included herein by reference.

#### NOTICE BY WRITTEN COMMUNICATION / SECURITY AGREEMENT

This Notice by Written Communication/Security Agreement, hereinafter "Notice by Written Communication", provides Michael T. Gmoser and Jon C. Marshall, hereinafter "Users", notice that alleged debtor,/defendant "ANGELO L. TAYLOR", is a common-law-copyrighted trade name/trademark of Angelo Lee Taylor©, hereinafter "Secured Party," and that any unauthorized use of ANGELO L. TAYLOR© by User constitutes copyright/trade name/trade-mark infringement, and all such use is strictly prohibited.

All rights reserved re common-law copyright of trade-name/trade-mark, ANGELO LEE TAYLOR© as well as any and all derivatives and variations in the spelling of said trade-name/trade-mark-Copyright © 1978 by Angelo-Lee Taylor©. Said trade-name/trade-mark, ANGELO LEE TAYLOR©, may neither be used, nor reproduced, neither in whole, nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of Angelo Lee Taylor© as signified by the blue-ink signature of Angelo Lee Taylor©, hereinafter "Secured Party".

With the intent of being contractually bound, any juristic person, Michael T. Gmoser, and Jon C. Marshall, as well as any agent and any principal of said juristic person, consents and agrees by this Copyright Notice that neither said juristic person, nor any agent, nor any principal of said juristic person, shall display, nor otherwise use in any manner, the common-law trade-name/trade-mark ANGELO LEE TAYLOR©, nor any derivative of, nor any variation in the spelling of, said trade-name/trade-mark, nor the common-law copyright described herein, without the prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party's signature in blue ink.

Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of ANGELO LEE TAYLOR©, and all such unauthorized use is strictly prohibited. Secured Party's physical body is not now, nor has Secured Party's physical body ever been, an accommodation party, nor a surety, for the alleged debtor, "ANGELO L. TAYLOR", nor for any derivative of, nor for any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by ANGELO LEE TAYLOR© in Hold-harmless and Indemnity Agreement No. HHIA-ALT-02112018-HHIA dated the Eleventh Day of the Second Month in the Year of Our Lord Two Thousand and Eighteen against any and all claims, legal actions, orders, warrants, judgments, demands; liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by ANGELO L. TAYLOR© for any and every reason, purpose, and cause whatsoever.

## Self-executing Contract/Security Agreement in Event of Unauthorized Use:

By this Notice by Written Communication, both Michael T. Gmoser and Jon C. Marshall ,'hereinafter jointly and severally referenced as "Users" in this paragraph, consent and agree that any use of ANGELO L. TAYLOR© other than authorized use as set forth above constitutes unauthorized use, counterfeiting, of Secured Party's common-law-copyrighted property, contractually binds Users, renders this Notice by Written Communication a Security Agreement, hereinafter "Security Agreement," wherein Users are debtors and Angelo-Lee Taylor© is Secured Party, and signifies that Users;

- (1) grants Secured Party a security interest in all of User's assets, land, and personal property and all of User's interest in assets, land, and personal property in the sum certain amount of \$500,000.00 per each occurrence of use of Secured Party's common-law-copyrighted trade-name/trade-mark, ANGELO L TAYLOR©, as well as for each and every use of any and all derivatives of, and variations in the spelling of, said common-law trade-name/trade-mark, not excluding "Angelo L Taylor," plus costs; plus triple damages;
- (2) authenticates this Security Agreement wherein Users are debtors and Angelo-Lee Taylor is Secured Party, and wherein Users pledge all of their: assets, land, motor vehicles; aircraft; vessels; ships; trademarks; copyrights; patents; consumer goods; firearms; farm products; inventory; equipment; money; investment property; commercial tort claims; letters of credit; letter-of-credit rights: chattel paper; electronic chattel paper; tangible chattel paper; certificated securities; uncertificated securities; promissory notes; payment intangibles; software; health-care-insurance receivables; instruments; deposit accounts; accounts; documents; livestock; real estate and real property-including all buildings, structures, fixtures, and appurtenances situated thereon, as well as affixed thereto; fixtures; manufactured homes; timber; crops; and as extracted collateral, all oil, gas, and other minerals, as well as any and all accounts arising from the sale of these substances, both at wellhead and minehead; accessions, increases, and additions, replacements of, and substitutions for, any of the property described hereinabove in .this paragraph; products, produce, and proceeds of any of the property described hereinabove in this paragraph; accounts, general intangibles, instruments, monies, payments, and contract rights, and all other rights, arising out of sale, lease, and other disposition of any of the property described hereinabove in this paragraph; proceeds, including insurance, bond, general intangibles, and accounts proceeds, from the sale, destruction, loss, and other disposition of any of the property described hereinabove in this paragraph; records and data involving any of the property described hereinabove in this paragraph, such as in the form of a writing, photograph, microfilm, microfiche, tape, electronic media, and the like, together with all of User's right, title, and interest in all computer software and hardware required for utilizing, creating, maintaining, and processing any such records and data in any electronic media, and all of User's interest in all such foregoing property in this paragraph, now owned and hereafter acquired, now existing and hereafter arising, and wherever located; as collateral for securing User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's common-law~copyrighted property:
  - (3) consents and agrees that Secured Party may file a UCC Financing Statement wherein User is debtor and Angelo L Taylor® is Secured Party;
- (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's property and interest in property pledged as collateral in Security Agreement as described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied;
- (5) authorizes Secured Party's filing of any UCC Financing Statement, as described above in paragraphs "(3)" and ':(4)," and the filing of any Security Agreement, as described above in paragraph "(2)," in the UCC filing office;
- (6) consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus;
- (7) waives all defenses; and (8) appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms granting Secured Party full authority and power for engaging in any and

all actions on behalf of Users including, but not limited by, authentication of a record on behalf of Users, as Secured Party, in accordance with Secured Party's sole discretion, deems appropriate, and, as regards any deposit accounts of any kind maintained with any bank in/under the name of Users, and likewise any deposit account maintained with any bank in/under the Social Security Account Number of Users, notwithstanding the absence of User's names as account-holders on any such deposit account maintained with any bank in/under the Social Security Account Number of Users, grants Secured Party full authority and power for originating instructions for said deposit-account bank and directing the disposition of funds in said deposit account by acting as signatory on said deposit account without further consent of User and without liability, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for Users, effective upon User's default, is irrevocable and coupled with a security interest.

#### Users further consents and agrees with all of the following additional terms:

Payment Terms: In accordance with fees for unauthorized use of ANGELO L TAYLOR© as set forth above, Users hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of the date User is sent Secured Party's invoice, hereinafter "Invoice," itemizing said fees.

Default Terms: In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of the date Invoice is sent, User shall be deemed in default and (a) all of User's property and interest in property pledged as collateral by User, as set forth in above in paragraph "(2)," immediately becomes property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(8)"; and (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and interest in property formerly pledged as collateral by User, described above in paragraph "(2)," now property of Secured Party, in respect of this Security Agreement, that Secured Party, again in Secured Party's sole discretion, deems appropriate. Terms for Curing Default: In event of default as set forth above Under "Default Terms". Users can cure User's default and avoid strict foreclosure of any remainder of User's former property that is neither in the possession of Secured Party, nor otherwise disposed of by Secured Party, only by tendering payment within twenty (20) days of User's default. and only by payment in full of the balance of the sum certain amount owed by Users, as noticed both Users in Invoice, that is not already paid by Secured Party's possession, sale, liquidation, and the like of User's former property and interest in property pledged as collateral for securing User's obligation.

## Terms of Strict Foreclosure:

User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and interest in property formerly pledged as collateral by Users, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty- (20) day default-curing period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office. Record Owner: Angelo Lee Taylor©, Autograph Common Law Copyright© 1978.

Should any provision of this Notice by Written Communication be unenforceable, said unenforceable provision is hereby severed from this Notice by Written Communication with proper explanation as to why it can not be enforced, but every remaining provision continues in full force and effect, and this Notice by Written Communication is deemed modified in a manner that renders this Notice by Written Communication in full force and effect. In all cases Secured Party continues without liability and is held harmless. Any prior communication, written document, and the like by and between Users and Secured Party containing any mistake of Secured Party is invalidated thereby and of no force and effect, and may not be relied upon by Users against Secured Party in this matter.

No consent of any kind is granted nor otherwise given re any matter offered/alleged/asserted by Users, and Secured Party withholds all consent. Secured Party will consider granting consent in favor of Users only upon User's full disclosure of any and all consequences of any such granting of consent, accompanied by User's commensurate

attendant liability for the veracity, relevance, and verifiable of any such disclosure, which liability is born by Users in the form of an authenticated Security Agreement, wherein Users are debtors and Angelo Lee Taylor© is Secured Party, that self-executes effective the moment of Secured Party's confirmation of any material inconsistency/deviation/discrepancy in the aforementioned resultant consequences avowed by Users, as determined solely by Secured Party in Secured Party's sole discretion.

Secured Party holds a claim/security interest greater than any claim alleged by Users, a certified copy of which UCC Financing Statement evidencing such supreme claim and security interest is attached herewith, made fully part hereof, and included herein by reference; and, as stated above, Secured Party's physical body is neither a surety, nor an accommodation party, for the alleged debtor/defendant, and may not be construed as functioning in such capacity under any circumstances as the ens legis ANGELO L TAYLOR© is NOT the Secured Party.

In accordance with law, only duly sworn/affirmed affidavits, oaths, and depositions qualify as a verification of the lawful existence of a bona fide debt. Absent such verification validating the alleged debt, and absent proof of a claim greater than that of Secured Party, Users "fail to state a claim upon which relief can be granted" as not consent is granted to participate in any colorable jurisdiction. User must cease all collection/prosecution efforts against alleged debtor, Secured Party, and Secured Party's secured private property.

User is hereby notified of the following Privacy Act Notice:

#### **Privacy Act Notice**

This written Notice By Written Communication constitutes User's due process notice and opportunity for being heard.

Absent compliance with all requirements set forth herein User is barred from using any defense of immunity from prosecution for User's actions, as well as the actions of User's agents.

By this Notice By Written Communication, Users, as well as User's agents and principals, shall comply with the provisions of the Privacy Act of 1974, as lawfully amended, 12 U.S.C. § 3401, the Right To Financial Privacy Act of 1978, as lawfully amended; 5 U.S.C. § 552a, and the Third Party Summons Act, special procedures, 26 U.S.C. § 7609 as lawfully amended, for assisting Secured Party in keeping inviolate certain constitutionally protected privacy rights.

By this Notice By Written Communication, User, as well as User's agents and principals, shall comply with this demand. User shall provide Secured Party with a copy of any express, written authorization from Secured Party whereby Users are authorized for disclosing/revealing/divulging/sharing with any third-party, in any manner, as well as by any means of communication, any information, documentation, data, property, effects, and the like re alleged debtor, ANGELO L. TAYLOR©, and likewise concerning Secured Party. User's failure in providing said foregoing demanded authorization constitutes admission by Users that Users are in violation of the Privacy Act, as well as other laws.

Users possesses neither express, written authorization, nor implied consent, from alleged debtor, ANGELO L TAYLOR©, nor Secured Party, for using, revealing/disclosing/divulging/sharing with any third party any secured information, documentation, data, property, effects, and the like of Secured Party.

This Notice By Written Communication is binding upon every principal and agent re the subject matter set forth herein, and each principal and each agent is: (a) barred from providing any Credit Reporting Agency any derogatory credit information regarding the above alleged debt; (b) prohibited from contacting alleged debtor by mail, by telephone; as well as in person, both at alleged debtor's residence, as well as at alleged debtor's place of employment; and (c) prohibited from contacting any other third party regarding the above-referenced alleged debt until Users establish the existence of a superior claim, greater than that of Secured Party's, and until said alleged debt is verified as indicated above and alleged debtor is provided with any such verification.

Further, User's above-referenced written communication, if valid, constitutes ,an *issue of public currencv*, and, alleged debtor/defendant hereby requests from Users, in accordance with the fundamental principals of American jurisprudence and law, bona

fide documentary evidence that establishes the lawful basis for User's issue of said public currency and User's claim for payment of the alleged debt liability referenced within User's written communication issuing the public currency and stating the claim, (a) bona fide identification of any person making request for payment by ANGELO L TAYLOR©, including a copy of said person's bona fide, handwritten, legible, and notarized signature, and the thumbprint, from either hand, of said person making request for payment by ANGELO L TAYLOR©; (b) bona fide evidence of any said person's authority for making request for payment by ANGELO L TAYLOR©, if said person is acting on behalf of another; and (c) exhibition of the bona fide instrument, i.e., the bona fide commercial contract bearing the bona fide signature which supports User's demand for payment of alleged debt by ANGELO L TAYLOR©, that, operating publicly, establishes User's issue of public currency, allegedly collectable from any of: (i) alleged debtor; (ii) alleged debtor's. assets, (iii) Secured Party; (iv) Secured Party's secured private property; and (d) positive law in support of User's written attempt at collecting alleged debt that, operating publicly, establishes User's issue of public currency collectable from any of: (i) alleged debtor; (ii) alleged debtor's assets, (iii) Secured Party; (iv) Secured Party; (iv) Secured Party's secured private property.

Users, Michael T. Gmoser and Jon C. Marshall, tacitly consents and agrees that they both have a duty for preventing this alleged account from damaging both alleged debtor and Secured Party, and further consents and agrees that alleged debtor and Secured Party each reserve the right for initiating a counterclaim, as well as a claim, against any of the following: MICHAEL T. GMOSER & JON C. MARSHALL'S bonds; their guarantor; any of their principals, agents, and assignees whose act(s)/omission(s) results in either of the following: (a) tort damages against alleged debtor; (b) tort damages against Secured Party.

Due process of law is guaranteed both alleged debtor and Secured Party at Debt Collector's Office of Risk Management, and is codified at 18 USC §§ 1581, 242, 241, 4, at 15 USC § 1692, and elsewhere.

The attached written communication is Respondent's response re User's attempt,	, via written	communication,	in collecting ar
alleged debt.			

This Notice by Written Communication/Security Agreement is herewith executed this \_\_\_\_\_ Day of the \_\_\_\_\_Month in the Year of Our Lord Two Thousand Twenty by and between the undersigned parties:

Debtors: MICHAEL T. GMOSER JON C. MARSHALL

STATE OF OHIO

MICHAEL T. GMOSER JON C. MARSHALL Debtor's Signature Debtor's Signature

)

Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401

# **JURAT**

)ss.	
COUNTY )	
Subscribed and affirmed under the pains of per	nalty of perjury before me on this day of
	, who proved to me on the basis of satisfactory
	appeared before me, and I have witnessed and obtained the

aforesaid original documents being mailed by myself under seal and intended for delivery to MARY L. SWAIN - CLERK OF COURT OF COMMON PLEAS, BUTLER COUNTY, OHIO, JON C. MARSHALL (0079409) & MICHAEL T GMOSER (0002132)- ATTORNEYS FOR STATE OF OHIO.

	(cont)
Signature	_
My Commission Expires:	
Date:	
	by:
	Secured Party/ Beneficiary / Holder-in-due-course
	for ANGELO L TAYLOR © ens legis
	Secured Party: Angelo Lee Taylor®

Secured Party's Signature

Autograph Common law Cop© 1978 by Angelo Lee Taylor All Rights Reserved.

No part of this Autograph Common Law Copyright made be used,
nor reproduced in any manner, without prior, express, written consent and
acknowledgment of Secured Party as. signified by Secured Party's signature
in blue ink. Unauthorized use of • Angelo Lee Taylor© incurs same unauthorized use
fees as those associated with ANGELO LEE TAYLOR©, as set forth above
in paragraph '(1)' under 'Self-executing Contract/Security Agreement in
Event of Unauthorized Use.' Enclosure: Published. Copyright Notice
Respondent's Private International Administrative Remedy Demand No. GBR-04072020-ALT